

**State of Nebraska (State Purchasing Bureau)**  
**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

<b>RFP NUMBER</b>	<b>RELEASE DATE</b>
RFP 6528 Z1	May 3, 2021
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
June 1, 2021 2:00 P.M. Central Time	Dianna Gilliland

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6528 Z1 for the purpose of selecting a qualified Bidder to provide strategy development, print media, broadcast media, outdoor media, digital media, media placement and evaluation services for Nebraska Corn Board. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one year commencing upon execution of the contract by the State. The Contract includes the option to renew for five, additional one periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition, and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal and response. If the Bidder wishes to withhold proprietary or other commercial information from disclosure, Bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder may submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the agency's decision. Absent a determination by the State that the information may be withheld pursuant to (Neb. Rev. Stat. § 84-712.05), the State will consider all information a public record subject to disclosure. If the agency determines it is required to release proprietary information, the Bidder will be informed. It will be the Bidder's responsibility to defend the Bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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## GLOSSARY OF TERMS

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order:** After Receipt of Order

**Agency:** Using agencies shall mean and include all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Automated Clearing House:** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP.

**Best and Final Offer:** In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

**Bidder:** A vendor who submits an offer in response to a written RFP.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written RFP.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written RFP or contract.

**Evaluation:** The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Individual(s) selected by the requesting agency for the evaluation of RFP responses.

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on-Board Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

**Late Proposal:** An offer received after the Opening Date and Time.

**Mandatory/Must/Shall/Will:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Non-Responsive Proposal:** Any proposal that does not comply with the requirements of the RFP.

**Opening Date and Time:** Specified date and time for the public opening of received and labeled formal proposals.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written RFP and related expectations.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** The offer submitted by a bidder in a response to an RFP.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Release Date:** The date of a public release of the RFP.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Proposal:** Utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Contractor:** A contractor who has submitted a proposal which conforms to all requirements of the RFP document.

**Should:** Expected; suggested, but not necessarily mandatory.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Contractor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or RFP specifications.

**Vendor:** Inclusive term for any Bidder or Contractor

## ACRONYM LIST

**ARO** – After Receipt of Order

**ACH** – Automated Clearing House

**BAFO** – Best and Final Offer

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**NCB** Nebraska CornBoard

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## **I. PROCUREMENT PROCEDURE**

### **A. GENERAL INFORMATION**

The RFP is designed to solicit proposals from qualified Contractor who will be responsible for providing strategy development, print media, broadcast media, outdoor media, digital media, media placement and evaluation services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this RFP and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

### **B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this RFP reside with State Purchasing Bureau. The Point of Contact (POC) for the procurement is as follows:

Solicitation Number: RFP 6528 Z1  
Name: Dianna Gilliland (Buyer)  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508  
Telephone: 402-471-4193  
402-471-6500 (SPB)  
E-Mail: [dianna.gilliland@nebraska.gov](mailto:dianna.gilliland@nebraska.gov)

From the Request for Proposal release date until the Intent to Award is issued, communication is limited to the POC listed above. The recipient of the Intent to Award may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The POC will issue any answers, clarifications or amendments regarding this Request for Proposal in writing. Only the SPB or awarding agency can award a contract. No communication or attempt to communicate with or influence any evaluator involved in this Request for Proposal is allowed.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations,
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a Bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*



**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Request for Proposal Release	May 3, 2021
2. Last day to submit written questions - Questions must be submitted via ShareFile ShareFile link: <a href="https://nebraska.sharefile.com/r-r7c71dcc3e0fc4fc2902efaa272c209be">https://nebraska.sharefile.com/r-r7c71dcc3e0fc4fc2902efaa272c209be</a>	May 17, 2021
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	May 24, 2021
4. Electronic Proposal Opening – Proposals must be submitted via ShareFile  <b>ShareFile link to upload proposals:</b> <a href="https://nebraska.sharefile.com/r-r07a74476ab204564b88de825dda5ea48">https://nebraska.sharefile.com/r-r07a74476ab204564b88de825dda5ea48</a>  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES WITH ENOUGH AMOUNT OF TIME IN CASE OF USER ISSUE OR SOFTWARE ISSUE.  <b>Join Zoom Meeting:</b> <a href="https://us02web.zoom.us/j/87491952640?pwd=UmoydixNzJNNEZ2dkZjQ0dPSEZKZz09">https://us02web.zoom.us/j/87491952640?pwd=UmoydixNzJNNEZ2dkZjQ0dPSEZKZz09</a>  Meeting ID: 874 9195 2640 Passcode: 741598 One tap mobile +16699006833,,87491952640#,,,,*741598# US (San Jose) +12532158782,,87491952640#,,,,*741598# US (Tacoma)  Dial by your location +1 669 900 6833 US (San Jose) +1 253 215 8782 US (Tacoma) +1 346 248 7799 US (Houston) +1 929 205 6099 US (New York) +1 301 715 8592 US (Washington DC) +1 312 626 6799 US (Chicago) Meeting ID: 874 9195 2640 Passcode: 741598 Find your local number: <a href="https://us02web.zoom.us/j/kOcvGUF5N">https://us02web.zoom.us/j/kOcvGUF5N</a>	June 1, 2021 2:00 PM Central Time
5. Review for conformance to RFP requirements	June 1, 2021
6. Evaluation period	June 3, 2021 through June 10, 2021
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8. Post "Notification of Intent to Award" to: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	June 14, 2021
9. Contract finalization period	June 14, 2021 through June 25, 2021
10. Contract award	June 28, 2021
11. Contractor start date	July 1, 2021

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6528 Z1; CornBoard RFP Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Vendors should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposal may be rejected. The contract will no incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the following ShareFile link:

<https://nebraska.sharefile.com/r-r7c71dcc3e0fc4fc2902efaa272c209be>

It is recommended that Bidder's submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State registration requirements. The bidder who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and 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](https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html) . This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an award or intent to award, or terminate a contract if an ethical violation, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the RFP process,
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the RFP process,
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity,
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the RFP process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the Bidder throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

**G. DEVIATIONS FROM THE RFP**

The requirements contained in the RFP (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the contractor in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF PROPOSALS**

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close

as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the response is received electronically by the date and time indicated in the Schedule of Events. No late proposals will be accepted.

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

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

**1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.**

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

<https://nebraska.sharefile.com/r-r07a74476ab204564b88de825dda5ea48>

a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.

- i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
- iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

**b. ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

- i. RFP 6528 Z1, Company Name
- ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6528 Z1 Company Name, 1 of 2.
- iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6528 Z1 Company Name Proposal 1 File 1 of 2.

**I. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders responding to this RFP, including any activity related to bidding on this RFP.

**J. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**K. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

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.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first year the contract. Any request for a price increase after the first year of the contract shall not exceed three percent (3%) of the price proposed for the period. Increases will be cumulative and across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**L. COST CLARIFICATION**

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative Vendor Performance Report(s),
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**N. PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**O. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**P. PROPOSAL OPENING**

The opening of proposals will be public via zoom and the bidder's names will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method,
2. Clarity and responsiveness of the proposal,
3. Completed Corporate Overview,
4. Completed Sections II through VI,
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

## R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

## S. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
  - a. the ability, capacity, and skill of the contractor to deliver and implement the system or project that meets the requirements of the RFP,
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the contractor,
  - c. whether the contractor can perform the contract within the specified time frame,
  - d. the quality of vendor performance on prior contracts,
  - e. such other information that may be secured and that has a bearing on the decision to award the contract,
2. Technical Approach; and,
3. Cost Proposal.

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid RFPs in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to RFPs for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria weighting will be released with the RFP.

**T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the contractors regarding the proposals received.

**U. BEST AND FINAL OFFER**

Bidder should provide its best offer with the original proposal response and should not expect the State to request a best and final offer (BAFO).

Every bidder may not be given the opportunity to submit a BAFO. If a BAFO is requested by the State and submitted by the bidder, it will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form. Failure to submit a requested BAFO may result in rejection of the bidder's entire proposal response.

**V. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the vendor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**W. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's RFP process and in bidder's proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position,
4. Accept or reject a portion of or all of a proposal,
5. Accept or reject all proposals,
6. Withdraw the RFP,
7. Elect to rebid the RFP,
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available at: <https://das.nebraska.gov/forms/index.html#AgencyInfo>

**X. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference

shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

## 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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

**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:
TC			

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:
TC			

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:
TE			

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:
TE			

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:
TE			

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:
TC			

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:
TC			

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

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to

- comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
  5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
  6. Return or vacate any state owned real or personal property; and,
  7. Return all data in a mutually acceptable format and manner.

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
TC			

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](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:
TC			

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:
TE			

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:
TE			

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:
TE			

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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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](mailto: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:
TE			

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:
TE			

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:
TE			

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:
TC			

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:
TC			

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:
TC			

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:
TC			

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:
TE			

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:
TE			

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:
TC			

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](mailto: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:
TC			

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:
TC	

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:
TC			

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.

## **V. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **A. ORGANIZATIONAL OVERVIEW**

The Nebraska Corn Board (NCB) is Nebraska's corn checkoff program. NCB is an official agency of the State of Nebraska and is administered by nine farmer directors who make up the Board. NCB was established in 1978 by farmers and Nebraska's Unicameral to ensure current and future success for the state's corn industry. Farmers across the state invest one-half-cent per bushel into the checkoff when they sell their corn to first purchasers (grain elevators, ethanol plants, livestock operations, etc.).

NCB's mission is to promote the value of corn by creating opportunities. Through investment dollars from farmers, NCB works in four key areas (or pillars) of market development, promotion, education, and research to enhance profitability (viability) and expand the demand and value of Nebraska corn and value-added corn products.

### **B. PROJECT OVERVIEW**

Engrained in each of NCB's four pillars are elements of consumer outreach and engagement. Census data shows the general population is increasingly removed from the farm (through generational and geographical shifts). However, agriculture impacts each person by the foods they eat and everyday products they use. The demographic shift, coupled with massive advancements in agricultural production technologies, have furthered the divide between farmer and consumer. Due to an overall lack of understanding of agriculture, the industry is often scrutinized or misunderstood.

To help the general public and consumers of all backgrounds better understand Nebraska's agricultural industry (more specifically, Nebraska's corn industry), NCB has issued this RFP to competitively secure a qualified and visionary advertising/marketing organization(s) to strategically reach carefully selected audiences with compelling messages to instigate positive perceptions of agriculture/future purchases beneficial to Nebraska's corn industry. The RFP's deliverables are broad, as NCB is looking for vendor applicants to be a key partner(s) in shaping overall strategy.

### **C. PROJECT OBJECTIVES**

The primary objective of this RFP process is to effectively partner with an advertising/marketing vendor(s) to aid in the development and implementation of a major multimedia consumer awareness initiative. This initiative's goal will be to increase public trust of Nebraska's corn and related industries (ethanol, livestock, etc.).

### **D. BUSINESS REQUIREMENTS**

It is a requirement for marketing/advertising agency vendors to have extensive experience working with a variety of media, including, but not limited to, print media, broadcast media, outdoor or out of home media, digital media and media placement. Vendors must also have knowledge with consumer awareness campaigns. It is preferred vendors applying to this RFP have some understanding and previous work in agricultural awareness campaigns.

The State is not required to pay taxes and assumes no such liability. 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.

### **E. SCOPE OF WORK**

The selected vendor(s) of this RFP will serve as the primary advertising/marketing vendor for NCB's consumer engagement outreach efforts.

NCB is looking for a partner to help with its communication and marketing efforts to best reach consumers with a positive corn/agricultural awareness effort. NCB is seeking expertise, advisement, media production and implementation.

Past and current strategies utilized by NCB to reach consumers are vast. While the vendor with the greatest consumer outreach vision (that also aligns with NCB's annual budget) will be able to assist in the overall implementation plan of consumer outreach campaigns, media utilized may include (but not limited to), print (newspapers, magazines, direct mailings, newsletters), broadcast (television, radio, video production, podcasting), digital (website design, social media, native and OTT advertising), transit and outdoor advertising, media placement, etc.

In addition to the overall consumer-focused nature of this RFP, there may occasionally be a few smaller communication initiatives directed at internal audiences (board members, farmers, stakeholders, etc.).

### **F. TECHNICAL REQUIREMENTS**

Strategy Development: The greatest need for this RFP is to identify a communication/marketing vendor(s) with an innovative, unique and compelling strategy to reach consumers with positive agricultural messages related to

Nebraska's corn and related industries. The Contractor must be skilled with a variety of media production and implementation (listed below). Consistency and frequency of messaging are integral in building and maintaining NCB brand and awareness.

**1. STRATEGY DEVELOPEMENT**

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.

**2. 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.

**3. BROADCAST MEDIA**

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.

**4. OUTDOOR OR OUT OF HOME (OOH)**

OOH media can serve as an important supplement to an overall consumer strategy. Vendor(s) 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.

**5. DIGITAL MEDIA**

To reach modern consumers, digital tools may often be used. Vendor(s) 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.

**6. MEDIA PLACEMENT**

In order to ensure a compelling creative campaign is seen by intended audiences, vendor(s) 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.

**7. EVALUATION**

To ensure farmers' checkoff dollars are invested in advertising and marketing most efficiently, vendor(s) must have the capability to report on all metrics and analytics to ensure campaigns are delivering effectively and economically.

**8. PROJECT PLANNING AND MANAGEMENT**

The selected contractor will work closely with NCB staff, primarily NCB's director of communications to identify and refine audience(s), messaging, implementation and distribution. The vendor(s) and NCB's director of communications will be in regular contact through regular phone/video calls, in-person meetings, emails, and texts to ensure progress is being made and all involved are on the same page.

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

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

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

- a. During active campaigns, the Contractor will be expected to regularly meet with NCB and/or submit a status/Progress report as requested by NCB. It may include:
  - i. Any metrics or results on current tactics.
  - ii. Accomplishments/failures achieved during the reporting period.
  - iii. Activities of the project completed.
  - iv. Planned activities for the upcoming month.
  - v. Projected completion dates for remaining tasks and activities.
  - vi. Detailed status of current campaign budget.
  - vii. Budget status report on current campaigns shall include expenditures for the month, detailed expenditures to date by project, and the remaining balance, as well as media planning status, media placed, media billed and media yet to be billed along with any immediate change or deviation from the plan strategies as a result of industry opportunities for Nebraska; and,
  - viii. Any other pertinent information.
- b. The Contractor will provide a planning calendar that outlines the scope of any upcoming projects at least six (6) weeks in advance of deadlines.
- c. On a quarterly basis, the Contractor shall report on advertising and marketing effectiveness, as well as pre- and post-campaign brand awareness assessment reports.
- d. The Contractor shall be expected to participate in quarterly meetings at a time that works for both parties. At a minimum, the Contractor shall be required to travel to Lincoln, Nebraska, for such meeting (at the Contractor's expense) if not already located in Lincoln.
- e. The Contractor will be required to bid and make buys for projects specs including, but not limited to printing, postage, freight, television, radio, etc. Printing may be required to be done at the State of Nebraska's Print Shop. NCB will consult with the State of Nebraska's Print Shop for capacity/compatibility. However, if the State of Nebraska's Print Shop does not have the capacity/capability to complete a specific print job, the Contractor will furnish printing solutions after consulting with NCB.
- f. The Contractor shall be readily available during normal business hours, by telephone, email and in person, throughout the course of this contract.
- g. The Contractor shall fulfill the earned media component of this contract, as appropriate, in accordance with generally accepted standards practiced in Nebraska broadcast and print newsrooms. In addition, written earned media work shall be prepared in Associated Press style, reflect the needs of the intended media audience, and contain appropriate state, national and global information as warranted.
- h. The Contractor must have the financial capacity to contract and purchase media without advance payment by NCB. Media services will include advertising purchasing among many forms of media, sponsorships, social media, and other forms of paid messaging. Bidder must identify process for placing media and reporting balances in Attachment A, Technical Requirements, and identify commission rate for media placements as compared to industry standard in Attachment B, Cost Proposal.
- i. The Contractor will provide a line for direct reimbursement of costs for incidental, third party deliverables including but not limited to: airtime, outdoor advertising, spokesperson compensation, sponsorships, promotional items, and printing and postage not produced by the State Print Shop.

## **G. DELIVERABLES**

Due to the fluidity of NCB's annual goals and budget, combined with current events that may impact messaging (societal conversations on climate change, animal agriculture, biofuels, etc.), the selected contractor will be called upon to provide guidance and deliver:

9. A consumer-focused advertising and marketing effort, which may include:
  - a. Audience identification and assessment.
  - b. Creative consistent messaging and strategy.
  - c. Video productions.
  - d. Audio productions.
  - e. Media buys.
  - f. Graphic design.
  - g. Social media content creation and distribution.
  - h. Website design and maintenance.
  - i. Print advertisements for newspapers, magazines, newsletters, etc.
  - j. Direct marketing development and distribution (postcards, newsletters, magazines, etc.).
  - k. Creative writing.

- l.** Dissemination of complex agricultural concepts.
- m.** Production of the print and digital versions of the consumer-focused CornsTalk magazine.
- n.** Work with various news and media groups to expand publicity.

## VI. PROPOSAL INSTRUCTIONS

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

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

### A. PROPOSAL SUBMISSION

#### 1. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

##### b. FINANCIAL STATEMENTS

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

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

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

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

##### c. CHANGE OF OWNERSHIP

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

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE

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

##### f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

**g. CONTRACT PERFORMANCE**

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

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

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder should address the following:

- ix.** Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
  - a)** The time period of the project,
  - b)** The scheduled and actual completion dates,
  - c)** The Contractor's responsibilities,
  - d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- x.** Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- xi.** If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.
- xii.** Contractor shall have a minimum of five (5) years of experience in handling advertising and communications add campaigns utilizing a variety of media. Experience in handling agricultural campaigns is preferred. In particular, the bidder shall indicate years of advertising experience and describe experience in the following areas:
  - f)** How the Contractor is qualified to provide education, promotion, marketing and advertisement services.





**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:	BTM Inc. dba EG Integrated
Contractor Address:	PO Box 642265 • Omaha, NE 68154
Contact Person & Title:	Bill Ervin
E-mail Address:	bill.ervin@egintegrated.com
Telephone Number (Office):	402-614-3000
Telephone Number (Cellular):	402-679-5321
Fax Number:	

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:	BTM Inc. dba EG Integrated
Contractor Address:	PO Box 642265 • Omaha, NE 68154
Contact Person & Title:	Laura Lea Fossenbarger
E-mail Address:	lauralea.f@egintegrated.com
Telephone Number (Office):	402-614-3000
Telephone Number (Cellular):	402-274-7944
Fax Number:	

## 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.

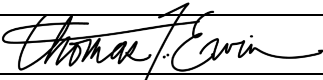
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

TC 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:	BTM Inc. dba EG Integrated
COMPLETE ADDRESS:	PO Box 642265 • Omaha, NE 68154
TELEPHONE NUMBER:	402-614-3000
FAX NUMBER:	
DATE:	06.01.2021
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Thomas F Ervin



# NEBRASKA CORN BOARD

## RFP 6528 Z1

Solicitation Number: RFP 6528 Z1

Name: Dianna Gilliland (Buyer)

Agency: State Purchasing Bureau

Address: 1526 K Street, Suite 130 Lincoln, NE 68508

Telephone: 402-471-4193

E-Mail: [dianna.gilliland@nebraska.gov](mailto:dianna.gilliland@nebraska.gov)





# PROPOSAL SUBMISSION





## PROPOSAL SUBMISSION

Nebraska based, EG Integrated is a full-service brand communications agency in Omaha founded on the belief that every client gets the utmost attention in crafting a unique and cutting edge strategy utilizing layers of talent and expertise to deliver products and services that meet or exceed client expectations.

Agency owners Bill and Tom Ervin have deep roots in the advertising industry. Both have worked at global, large and regional agencies where they saw that clients weren't getting the senior-level attention they were paying for. So, nearly 14 years ago, they opened their own agency – and assembled a team of experts in brand development, strategic planning, integrated marketing, traditional and digital advertising, public relations, reputation management, social media, event planning and media planning/buying. When you meet with a team from EG Integrated, you're meeting with the people who actually do the work – nothing gets lost in communication. Since our inception, we've primarily targeted clients in the agriculture industry – ranging from small start-ups to large, global organizations as evidenced in our portfolio.

### **And we know corn.**

We have decades of combined experience working with ag clients – including a global leader in center pivot irrigation, seed companies and biofuel organizations.

We know what's important to farmers – here in Nebraska and around the world. We listen to them. We understand what's important to them. We keep our fingers on the pulse of the industry, so that we can provide them with important information that will ensure sustainability.

We tap this personal and deep industry knowledge to provide our clients with award-winning creative, compelling content and out-of-the-box marketing strategies.

### **A strong partnership that gets you.**

Together, EG Integrated and Omaha based subcontractor OBI Creative are ad experts who are also ag experts with experience running deep. How deep? Let's just say that many of our team members know production agriculture better than they know themselves, thanks to countless hours planning and executing marketing communications for the following table of ag clients.

Our agency mission is to “create meaningful work that moves the needle for goal-driven partners who are passionate about making a difference in peoples' lives.” We look forward to leveraging our passion, deep industry knowledge and creativity to help you further your mission to promote the value of corn by creating opportunities, just like we've helped these clients further their mission and meet goals over the years:

AGCO	Fluid Quip Technologies	Merck Animal Health
AGP	FMC	Natural Fertilizer Services
AgVenture	Gavilon	Nutrien Ag Solutions
B&A Genetics	Golden Harvest Seeds	Purina
Caterpillar	Greater Omaha Packing	Rain Bird
CLAAS	Greenleaf Genetics	Reinke Manufacturing
Crop Production Services	Hoegemeyer Hybrids	Schering-Plough Animal Health
Dyna-Gro	JCB	Syngenta
Extension Foundation	Lindsay Corporation	Zoetis Animal Health



# CORPORATE OVERVIEW



**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.

**BTM Inc. dba EG Integrated**

1. File 2:
  - a. Pages 5 – Financial Statements



**c. Change of Ownership**

No change is anticipated in the twelve (12) months following the proposal due date.

**d. Office Location**

EG Integrated is currently working remotely out of home offices in Omaha, NE, Johnson, NE, and Denver, CO.

PO Box 642265

Omaha, NE 68154

**e. Relationship with State**

We have had no previous relationship directly with state agencies, other than a 2020 project through Extension Foundation on a research and marketing project for the Nebraska Extension's Weather Ready Farms program.

**f. Bidder's Employee Relations to State**

In the past six months, no members of the agency have been employees of the State

**g. Contract Performance**

EG Integrated and its contractors have not had a contract terminated for default during the past 10 years.

**h. Summary of Bidder's Corporate Experience**

EG Integrated has been handling advertising and communications campaigns in the agriculture and seed fields since 2007, and it's principals have been working in ag marketing utilizing multimedia platforms for over 15 years.

EG Integrated work reflects the goals, objectives and mission of our clients and we will support the NCB in a like manner.

Over the past 14 years, we have worked to stay abreast of current issues facing agriculture so that we could properly serve our many agricultural clients. From public relations to marketing challenges, we feel we have been more successful in crafting smart messaging and responding to trends as a result of continual research and listening in the market.

EG Integrated and OBI Creative out of Omaha have forged a strategic agency partnership, combining decades of strategic advertising experience to serve our clients with a wider-range of services.

The following examples will outline our experience with campaigns that are similar to the NCB in scope. Note that EG Integrated was the prime contractor for Lindsay and Fluid Quip Technologies and that OBI Creative was the prime contractor for AgVenture.





## **Lindsay Irrigation – Smartest/Strongest Advertising**

### **Narrative Description:**

Since 2007, EG Integrated has been the primary contractor for domestic and international marketing and communications for Lindsay Corporation, its affiliate companies and the global Zimmatic dealer network. We continue to serve as an extension of the company's marketing team – positioning the company as a leader in innovation and precision irrigation. Most closely aligning with this RFP was assisting Lindsay Irrigation to unify messaging and combine its marketing efforts for two of its leading brands – Zimmatic equipment and FieldNET remote irrigation management. Hence, the Smartest/Strongest campaign was initiated and successfully implemented.

**Time period of the project:** 2017 and spring 2018

**Scheduled and actual completion dates:** spring 2018

### **EG Integrated responsibilities were to:**

- Remove confusion and clearly communicate that these brand products are available through Zimmatic dealers,
- Build awareness and drive prospects/customers to the dealers and international sales units and
- Introduce FieldNET Advisor irrigation recommendation tool to the corn and soybean markets

Multimedia platforms used were marketing mix that included collateral production; paid and earned media; trade show and live demonstration events; digital and print direct response; signage and dealer level support; campaign strategies and positioning; creative concepts, messaging and designs – presented to dealer council focus group; campaign planning and delivery strategies; execution of research, content development, storyboards, design, production and delivery; account coordination, vendor coordination, scheduling and budgeting; media planning, media relations and purchasing – national/regional print, targeted digital (programmatic and native), celestial and satellite radio, billboard, sponsored radio, social media buys; public relations, hosted event planning, announcements and releases; newsletter publication, grower interviews, human interest stories, product stories and news articles; collateral development – brochures, sales sheets and promotional tools; digital and print advertising – concepts, production/programming and delivery coordination; tradeshow and farm show, interactive demonstrations, signage and promotions; website and landing pages; digital and social media campaigns; direct response – print mailings and email; narrative and testimonial videos, animated videos and how to videos; dealer level support – billboard, digital and print ads, social media, postcards and signage.

The strategic social campaign included product promotion, educational content and customer testimonials. We deployed the content on all social channels – YouTube, Facebook, Twitter and LinkedIn. Overall engagement increased during this campaign, and our followers continue to engage with us via the social platforms.

The new positioning and unified messaging generated excitement within the Zimmatic dealer network. The dealers reported that the clear, concise messaging helped them better communicate with their customers and prospects. Website traffic also increased – with longer activity on each page and an increased response via the dealer locator.

### **Customer Contact:**

Emily Hardie  
Marketing Director  
402-829-6805  
emily.hardie@lindsay.com

**Contractor/Subcontractor:**

EG Integrated was the primary contractor for all marketing efforts. Subcontractors were utilized when needed, primarily for videography, video interviews and animation production. The campaign was introduced at the start of the 2017 buying season. Scheduled and completion dates aligned in spring 2018 and project was completed within budget.

**Contractor experience:**

EG Integrated has decades of combined experience working with ag clients – including a global leader in center pivot irrigation, seed companies and biofuel organizations.

**Subcontractor experience:**

OBI Creative has extensive ag expertise and is intuitively creative. Future work for this RFP can be compared to their case study below for AgVenture.



## **AgVenture (OBI Creative experience) – You're Not Just a Farmer**

**Time period of the project:** 2018 growing season

### **Description:**

Our media partner, OBI Creative assist AgVenture with its marketing, public relations and media. They have developed creative execution and messaging for the new "You're Not Just a Farmer" campaign.

The nation's largest network of independently owned seed companies and a Corteva AgriScience brand, AgVenture provides high-quality seed, systems and expertise to help top-performing farmers increase yield and profitability. Unfortunately, many seed companies promote a similar message and product offering, leaving farmers confused and frustrated. AgVenture needed to elevate the conversation with farmers; address their needs and concerns; and provide clear, relevant, compelling message. Enter OBI Creative.

### **Responsibilities:**

OBI Creative is responsible for AgVenture's media planning which includes a mix of print, digital, outdoor and social media. They also produced direct mail campaigns, videos, collateral materials, and farm show materials.

We immediately went to work, talking with AgVenture Regional Seed Companies and AgVenture executive leadership to determine market attitudes, concerns and drivers. The result led to insights demanding that we take a bold step: reorient AgVenture's communications approach by changing its voice and messaging to convey a sense of urgency around what it takes to not only survive, but thrive, in these times of global change. To set them apart, we positioned AgVenture as a shoulder-to-shoulder partner with farmers, inspired by the idea of partnership and the concept that AgVenture truly understands the challenges faced by today's farmers. With this in mind, we developed the "You're Not Just a Farmer" campaign and executed it in print ads, direct marketing, outdoor, collateral, trade show materials, video and social media. This creative approach pays homage to the spirit, work ethic and drive to succeed of American farmers. The visuals, voice and messaging align AgVenture and farmers through a common goal: doing more.

### **Results:**

AgVenture revealed this campaign to their regional seed companies. The thinking, creative approach and media mix were extremely well received.

### **Customer Contact:**

Bethany Kroeze  
Marketing Manager  
515-535-0805  
bethany.kroeze@agventure.com



## Fluid Quip Technologies

### **Narrative Description:**

EG Integrated started working with Fluid Quip to elevate its brand and marketing efforts. Fluid Quip needed to differentiate its engineering and patented processes from its equipment division and to educate ethanol and biofuel plants about diversified processes to increase revenues and talk about their sustainability efforts. With relationships they built through the years and proven technology that works, Fluid Quip wanted to make themselves a household name within this industry.

**Time period of the project:** ongoing since 2017

**Scheduled and actual completion dates:** ongoing since 2017

### **EG Integrated responsibilities were to:**

- Improve and clarify brand messaging and develop supporting materials over several years.

A variety of multimedia platforms were used and effective including new dynamic and responsive WordPress website, which we continue to build out their resources page on their website, which has a wealth of information, which helps establish them as thought leaders; updated collateral to match new messaging; new print and digital media campaigns; establish and execute a regular social media presence; upgraded trade show presence; public relations to help build Fluid Quip's thought leadership position; promotions at speaking events; implemented their rebranding in 2018; helped the company launch their popular FQTalks webinar that was launched during the height of the pandemic and now gets several hundred views each time it takes place

As we embark on a brand new website redesign in 2021 for this client, Fluid Quip Technologies has firmly established themselves as the thought leader within the Ethanol industry in terms of their knowledge about plant efficiency, and how to make ethanol plants more efficient and sustainable.

### **Customer Contact:**

Keith Jakel  
Director of Sales and Marketing  
815-541-8411  
kjakel@fluidquiptechnologies.com

### **Contractor/Subcontractor:**

EG Integrated is the sole contractor for Fluid Quip Technologies. No subcontractors are involved with this client.

### **Scheduled and completion dates:**

This was an ongoing project with multiple jobs and deliverables. This project was spread out over multiple jobs and multiple years. A budget for each project was established and we always stayed within + or - 10% of the given budget. If the project began going out of scope, we went back to let them know. Total spend to date is \$66,000.



## i. PERSONNEL/MANAGEMENT APPROACH

EG Integrated will put its top strategic and creative minds on the NCB account, as outlined below. We are a small, tight-knit group that pools our individual strengths to create powerful branding and marketing solutions. When needed, we call on strategic partners and talented freelancers to bolster our client services. This helps us be more flexible and cost-effective while meeting specific client needs.

We have a strategic partnership with OBI Creative for strategy, public relations and media services and also call on its talented team when other services are needed. The team at OBI Creative will be heavily involved in the planning and implementation of all media and will work with EG to coordinate paid and earned media opportunities.

### THE NCB TEAM:

#### **Account Executive and main point of contact:**

**Laura Lea Fossenbarger**  
**Account Executive**

Laura Lea will be your main point of contact – attending all meetings, managing the budget and all campaign details, including day-to-day project management, deadlines and vendor relationships. She will ensure campaign objectives are met and messaging aligns with the NCB vision and mission.

#### **Creative strategy, art direction and design, video and broadcast media**

**Tom Ervin and Bill Ervin**  
**Principals and Creative Directors**

Bill and Tom are the agency owners and have a background in creative strategy, design and execution. They specialize in brand design for print and digital advertising, collateral, displays and digital media. They will act as creative directors on video, TV and radio projects as well. We have in-house capability to shoot and edit smaller projects and have a pool of talent we will work with to execute larger projects. We choose contractors depending on the scope, style and budget of each video or spot. For radio, we will work with our audio contractors or produce directly with stations, depending on scope and budget.

They will oversee creative and content with partners and staff to maintain brand standards and ensure consistency.

#### **Digital media, websites and graphic design**

**Scott Durrie**  
**Art Director, Digital Development**

Scott will handle all things digital. He specializes in Wordpress and is skilled at front end development, so he will be able to manage and maintain the NCB websites with ease. He has experience working with back end developers to create and maintain websites.



## Subcontractors

### **Ken Wurdeman , Freelance Copywriter Content Specialist**

Ken has a long history of agriculture content development. His past experience with the Corn Board will be a great asset to the team. He will focus on content for publications, collateral and anything else he is called on to research and write.

5% of performance hours intended

### **Paul Berger, OBI Creative Senior Strategist**

Paul will work with Laura Lea, Bill and Tom on high level strategy. His years of experience with agribusiness strategy with OBI Creative and Swanson Russell will bring smart, fresh insights to the team

10% of performance hours intended

### **Ann Pedersen, OBI Creative Vice President, Strategic Communications**

Ann will come in for strategic PR counsel and earned media strategies. She will work with Laura Lea on implementation. She will tap existing media relationships and actively cultivate new contacts in order to generate earned media opportunities.

5% of performance hours intended

### **Kathleen Durkin, OBI Creative Senior Copy Writer**

Kathleen is one of the regions most experienced agribusiness content specialist. Kathleen's copy is fresh and smart and her experience beyond ag gives her the know how to communicate with consumer audiences.

10% of performance hours intended

### **AnnMarie Fereday, OBI Creative Director of Media and Account Planning**

AnnMarie will work with the EG team on high level media strategy . She will implement that strategy with her team at OBI Creative.

3% of performance hours intended



**Senior Media Planner/Buyer, OBI Creative**  
**Mary Wajda**

Mary works with AnnMarie to implement traditional and digital media strategies.

20% of performance hours intended

**Digital Manager, OBI Creative**  
**Matt Falcon**

Matt is a paid search and digital expert, focusing on display networks, retargeting, social media advertising and pay-per-click.

10% of performance hours intended

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**Total % of sub contractor performance hours**

63%

**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.

**BTM Inc. dba EG Integrated**

1. File 2:
  - a. Pages 14-18 - Resumes





# TECHNICAL APPROACH





## TECHNICAL APPROACH

### PROJECT DESCRIPTION AND SCOPE OF WORK

With NCB's desire to trigger more effective engagement and firmly root the concept in all Nebraskans, namely highly populated and urban areas, that Nebraska's corn farmers are positive stewards of the land and their resources, we will provide deliverables to make this desire a reality.

### Understanding Project Requirements

The EG team understands the project requirements detailed in the RFP and would be honored to partner with NCB as an instrument to shape overall strategy. We will create and deliver compelling messages using multimedia platforms. NCB pillars will be at the heart of all our deliverables. We are confident we will execute all projects and services on time, within budget and meeting or exceeding NCB expectations with measurable results upon completion. With NCB and EG Integrated as collaborating partners, public trust of Nebraska's corn and related industries will be enhanced and opportunities will be created to promote the value of corn.

### Proposed Development Approach

Our proposed development approach includes:

- work closely with the NCB staff and board members to develop a strategic marketing and communications plan, including project scope, objectives, deadlines and budget,
- maintain regular communication (board meetings, planning sessions, emails, conference calls, etc) with NCB staff and board members throughout execution,
- conduct regular reviews of the NCB websites and make recommendations for updates, as needed,
- maintain and cultivate relationships with key members of the media and identify earned media opportunities. Assist with the development and distribution of press releases, as needed - using Meltwater to distribute and monitor coverage,
- develop materials that educate target audiences about the NCB vision - enhancing demand, adding value and ensuring sustainability,
- provide a complete evaluation - with measurable results - at the conclusion of every campaign and
- provide quarterly assessment reports regarding brand awareness.

While it is difficult, at this time, to determine specific project plans and deadlines, we can assure you that, for each project or initiative, we will work with NCB staff and board members to determine project scope, define objectives, set deadlines and manage budgets. We will execute according to plan and provide measurable results upon completion.

### Technical Considerations

The technical requirements are provided in Attachment A. We assure you that EG Integrated and subcontractors are extremely skilled in diversified media productions and implementations, and wholeheartedly agree that consistent and frequent messaging in fresh, innovative ways is paramount to achieving goals.

## **Detailed Project Work Plan**

The detailed project work plan will be uniquely and masterfully crafted by collaboration amongst the experienced ag specialists identified in the personnel/management approach and the industry experts at NCB. It will be a smart, strategic plan to get excited about and watch come to fruition with assurance that the corn industry will be promoted in a way that takes it to the next level.

Our account team will work with the NCB in a planning meeting to identify themes, topics and a detailed production schedule.

Kathleen Durkin and Ken Wurdeman will be our main content developers and will conduct research and interviews via phone or in person as needed.

Bill Ervin, our Art Director will design in collaboration with the content creators, the Creative Director and Account Executives. Laura Lea Fossenbarger will ensure the production is on target, on time and on budget.

When it comes to photography and illustration, we work with our pool of photographers and artists. We choose the best people for the job. We also work with stock photography when needed.

EG Integrated will follow the scope of project; maintain budget; provide appropriate, timely and thorough communication to NCB staff and report metrics of performance.

## **Deliverables and Due Dates**

The jointly agreed upon deliverables will be completed within the designated timeframes in a manner that meets or exceeds expectations.



# ATTACHMENT A

## TECHNICAL REQUIREMENTS

### RFP 6528 Z1





## ATTACHMENT A

### TECHNICAL REQUIREMENTS

#### RFP 6528 Z1

**Bidder Name: EG Integrated**

#### **1. 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.

**Narrative:**

EG Integrated has worked on a variety of strategies for Lindsay, B&A Genetics, Hoegemeyer Hybrids, and many other clients. We believe in planning before the work begins. Along with our partner, OBI Creative, we conduct research; we develop a strategic marketing platform; then we ideate and implement advertising campaigns. Results follow.

As full-funnel marketers, we believe the best way to make a meaningful connection is with an effective message. This is why we spend so much time identifying target audiences, understanding their interests, finding these audiences when they are most receptive to our message and delivering creative that motivates them to take action. We don't stop there. We test and retest our placements and creative to uncover what's working and what's not.

We interrogate your current mission, vision, values, positioning and brand tone based on our research findings and rework if necessary. We also craft personas, sample messaging and a master copy platform that informs all communications and copy.

Using the research, the approved communications and messaging strategy and our vast experience in media and public relations, we develop an integrated marketing plan to reach your target audiences. The plan could include: paid advertising, direct mail, social media, content marketing, sales tactics, public relations, donor relations, website recommendations, personal branding for key leaders, thought leadership tactics and/or other non-traditional tactics.



## 2. 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.

### **Narrative:**

With 38 years of experience as designers, Bill and Tom Ervin grew up developing all things print. And since the mid 2000's have been producing print media for several agriculture clients. From the simple to the complex. We have worked with writers that "get" ag. The content specialists we have included in this proposal have vast experience writing in the agriculture and rural audience.

EG Integrated has experience creating and producing publications in various shapes and sizes - from simple newsletters to 24-page magazines to national trade ads. One example:

Lindsay Irrigation Advances magazine. We have worked on this for 13 years. Ten years as a print publication and three as a digital vehicle. Our content experts were tasked to identify, research and interview various growers around the world about their operations, then create compelling copy that was not only interesting to read, but also technically accurate.

Content includes:

- Industry and product education
- Global trends
- Grower and dealer spotlights
- Human interest stories
- Events and news

30,000 printed copies sent to dealers to share with customers.

Coordinated 10,000 publication insertions in US and Canada

Solicited advertisers

Coordinated printing and mailing in US and Canada

When it comes to photography and illustration, we work with our pool of photographers and artists. We choose the best people for the job. We also work with stock photography when needed.

We work with several printers locally, and have worked with larger national printers. We will bid the publication out to three printers and negotiate the best pricing before presenting to the NCB. We will then work closely with the vendor to set a schedule well ahead of time so they can order paper and coordinate shipping and delivery.

We will work with the various outlets to coordinate schedules, insertion dates, quantities, etc.



### 3. BROADCAST MEDIA

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.

#### **Narrative:**

We have multiple years experience producing video that range from small web segments to large-scale multi-location productions. We invest time understanding objectives and vision from the client to produce narratives that are visually appealing, engaging and educate the audience. We have experience working directly with farmers and their families, agribusiness professionals and their team members to interview, learn about their operations and solutions our client's bring to their operations. We convey this in human interest narratives that highlight the voice of these individuals. Same is true understanding what our client's need to express in more technical and educational pieces.

- Corporate videos
- Corporate proposals
- Broadcast television
- Tradeshow
- Live events, webcasts
- Website
- Presentations
- Product launches
- How To videos
- Educational videos
- Human interest stories, interviews
- Long-form narratives, highlight shorts, animated, 3D modeled

Our staged process ensures that we deliver a meaningful solution that meets your objectives and expectations. Scope of work is fully identified and approval stages are incorporated to keep in check scheduling, budgets and efficient use of time, including the valuable time we ask from our interview subjects. We maintain all expenses associated with production and itemize and make available to our clients.

Our capabilities include:

- Planning, strategies, scheduling and budgeting
- Concepts, storyboards, content, art direction
- Contracted video coordination and production, film direction
- Talent management and releases
- Asset management – custom, royalty-free and rights managed
- Location production, permitting, logistics
- In-house videography, interviews
- Captions, graphics production, editing
- File handling, formatting and delivery



#### **4. 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.

##### **Narrative:**

EG Integrated has produced outdoor media for several clients including Lindsay, Hoegemeyer and Marian High School. We have also worked on outdoor for several other companies in our past experience, including First National Bank of Omaha, Omaha Zoo and Catholic Charities. And our partner OBI Creative, brings even more experience to the table with campaigns for Quality Brands/Bud Light, Creighton University and many others.

We believe that outdoor can be an important part of the media mix. And when we think of campaigns, we are always thinking how the messages can be extended to all media, including outdoor. We understand the unique opportunities outdoor brings to crafting messages. In general, people have only a few seconds to absorb the message on a billboard or bus, so it better be a "quick read" and it better have a strong visual and headline that leaves a lasting impression on the viewer.





## 5. 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.

### **Narrative:**

Social media and digital media:

EG Integrated has worked with Lindsay, B&A Genetics and FluidQuip Technologies on their social media efforts. OBI Creative has recently become a partner with EG on the Lindsay Social Media account. We deliver a comprehensive social media package for Lindsay, including Facebook, Twitter, LinkedIn and Instagram. We meet weekly with the client to review posts and discuss ideas for future posts. We use Sprout Social to help plan and implement postings. Our team of content and design specialists understand the need for continual compelling content. And we have experience with boosting and placing paid social ads.

With OBI's media expertise, we bring experience with placements on display networks, retargeting, social media and pay-per-click, as well as native and OTT. The right message to the right people at the right time is our aim.

Websites:

We have designed and built fully-integrated responsive websites. Understanding client objectives and delivering results-focused solutions are fundamentals in our approach to these sites. We have knowledge and experience with WordPress and Drupal platforms and have modified these sites with any customization the client requires. We have in-house staff that can support backend maintenance, site upgrades and security needs.

We have capabilities and experience adding content and graphics, building and programming pages, adding and improving site functionality and capabilities. Any strategies, recommendations and solutions take into account positive user experience, increased engagement, site optimization and performance, and to drive response.

We incorporate development process to meet objectives, identify opportunities and deliver new functionality ideas. This process manages all stages of development and updates to insure we are meeting expectations, schedules and budget allocation. Work orders will insure scope of work is approved and accurate. Change orders will be created to identify any out of scope requests which can impact site functionality, budget and scheduled delivery. This will ensure accountability and expectations.

Back end capabilities include:

- Responsive website built on an easy-to-use, CMS framework (WordPress, Drupal)
- Google Analytics installed for tracking
- Training session via webinar or in person as available
- Search Engine Optimization: Sites will be coded to be SEO-friendly using industry standards and current practices
- Browser compatibility
- Quality Assurance and Testing
- Contact Form with multiple form types
- Sortable News/Blog with live feed
- Global site search
- RSVP form custom page templates
- Lead generation forms
- Robust gallery/listings
- Third-party functionality sections
- Hosting, security and maintenance



## 6. 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.

### **Narrative:**

EG integrated and our media partner, OBI Creative, have developed and executed effective, multi-channel media campaigns. For 20 + years, we have worked with local, state, regional and national media outlets. OBI Creative has developed media plans and purchased media at many budget levels from \$2,000 to \$2 million. EG's relationship with ag media and OBI's experience with consumer and ag media gives the NCB a distinct advantage when it comes to reaching your unique audiences.

Mary Wajda, OBI's media director, has over 35 years experience planning, negotiating and coordinating – with the philosophy “to invest the client's dollars effectively and efficiently as possible.” Mary has worked and built relationships with Nebraska media outlets, including print publications, radio and television networks, web and satellite networks, sponsorship media, event media, outdoor media and non-traditional media outlets. EG Integrated and OBI Creative have developed multi-channel targeted digital campaigns, which include paid search, targeted email, targeted programmatic and native display, paid social media and geo-fenced live events. We have worked with farm publications, agribusiness associations and agriculture listing companies to build association and audience segmentation lists. All efforts are coordinated and aligned with campaign marketing and public relations strategies for optimal engagement and response.

Using research, the approved communications and messaging strategy and our vast experience in media and public relations, we develop an integrated marketing and media plan to reach your target audiences. The plan could include: paid advertising, direct mail, social media, content marketing, sales tactics, public relations, donor relations, website recommendations, personal branding for key leaders, thought leadership tactics and/or other non-traditional tactics.

The EG/OBI team is staffed to handle all traditional and non-traditional media including television, radio, audio, digital, OOT (over the top/streaming), social media, OOH (out of home) and print.

Stewardship is a top priority of the media team. They evaluate all media invoicing and cross check it against insertion orders to ensure you received everything that was promised. If there are any discrepancies, they are promptly resolved and any necessary adjustments are made to the campaign.

- Immersion, opportunities, evaluation
- Media strategic planning, editorial calendar discovery and media negotiations
- Media proposal – placements, rationales, scheduling, frequencies and budgeting
- Signed NCB approvals – refined insertion plan – placements, frequency, schedules and budgets
- Scheduled invoicing to NCB with insertion orders, client reports
- Production and coordination – scheduled insertions, verified due dates and media specifications
- Media relations – new opportunities, file deliveries and confirmations
- Plan maintenance, tracking and adjustments
- Media invoice evaluation, cross-check against insertion orders, affidavit management
- Media payments, make goods and resolutions

*Continued*



Compared to industry average of 15% traditional media and 20%+ for digital media, EG Integrated and OBI Creative are recommending a flat 15% commission for all traditional and digital media.

### **SMART goals and Attribution**

In order to determine the success of our campaigns we set SMART (specific, measurable, attainable, relevant, timely) goals at the start. These goals serve as benchmarks for our campaigns and are tracked on a weekly basis. We use a combination of reporting tools including Google Analytics, Wordstream (pay-per-click tracking), Facebook, Hootsuite, SEM Rush, Rival IQ and third-party reporting platforms to determine which touchpoints are driving conversations most effectively. These insights help us build attribution models that allow us to better prioritize audiences, placements and budgets. A summary of the campaign's performance is delivered to the client on a monthly reporting call. These monthly touchpoints allow us to discuss optimizations and modifications to the campaign to ensure its success.

Research is our spirit animal. Our in-house research team identifies your target audiences wants and how your differentiators apply, crafts targeted messaging for testing purposes, conducts key interviews and surveys, creates journey maps and then meticulously analyzes the answers and provides you with actionable insights and strategic plan that we will follow to garner the results you seek.



## 7. 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.

### **Narrative:**

We believe evaluation is a critical part of every campaign and hinges on establishing clear objectives and a definition of success. For example, success may be measured by web site traffic for one campaign while another is measured on event participation. Once the objectives are defined, we will use a number of tracking mechanisms to gauge the campaign's success.

Open communication is the key to a successful campaign and that begins with detailed project management. We use an online project management tool, which allows all parties involved in the project to access information at any given time. The project worksheet is customized to each campaign includes assigned tasks, status of each task, budget, deadlines and even a birds eye view of the project through a Gantt chart. It also allows for collaborative communication between the agency and NCB.

At EG Integrated we know the power of data and how it can drive important marketing decisions. We invest in the latest technology to help us accurately track baseline and post-campaign share of voice, sentiment and brand exposure.



# ATTACHMENT B

COST PROPOSAL

RFP 6528 Z1



## ATTACHMENT B

### COST PROPOSAL

### RFP 6528 Z1

**Bidder Name:** EG Integrated

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.

	FIXED HOURLY RATE				
	Initial Period Year One	Optional Renewal One	Optional Renewal Two	Optional Renewal Three	Optional Renewal Four
1. STRATEGY DEVELOPMENT	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
2. PRINT MEDIA	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
3. BROADCAST MEDIA	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
4. OUTDOOR OR OUT OF HOME	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
5. DIGITAL MEDIA	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
6. MEDIA PLACEMENT	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
7. EVALUATION	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR
8. PROJECT PLANNING AND MANAGEMENT	\$125/HR	\$130/HR	\$135/HR	\$140/HR	\$145/HR

Compared to industry average of 15% traditional media and 20%+ for digital media, EG Integrated and OBI Creative are recommending a flat 15% commission for all traditional and digital media.

EG Integrated will negotiate the best pricing for any third party costs and are comfortable with having the vendors directly invoice the NCB to help alleviate any additional agency commission. In cases where the agency pays a supplier directly, we will add those costs to our invoice for reimbursement. A small 5% fee will be added to help cover administrative time for any non-media purchases. This fee is separate from the media purchase commission of 15% mentioned in the previous section, which includes purchase of TV, outdoor, radio, print and digital media.