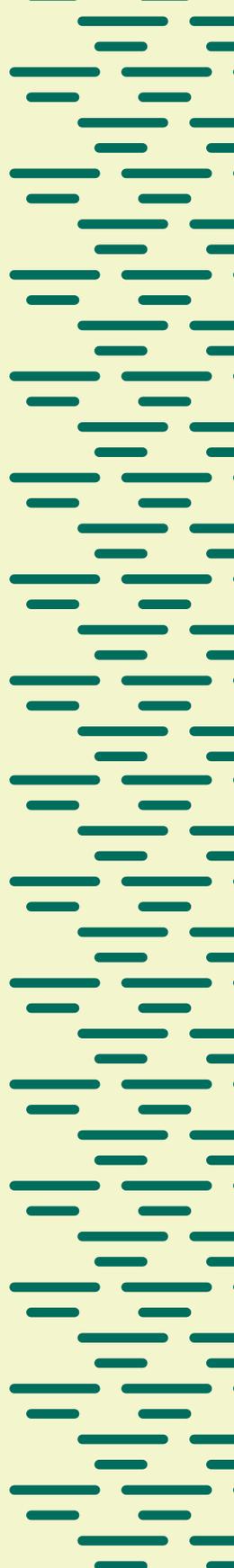


RFP 6671 Z1
CORPORATE OVERVIEW:

PR & SOCIAL MEDIA

04.07.2022



+





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

–Abraham Lincoln

Thank you for the opportunity.

We appreciate all of your time, hard work and consideration. Throughout this proposal, we'll discuss in detail how we're not only qualified for the job but passionate about this initiative. Know that we are more than up for this challenge. In fact, it'd probably be more appropriate to say we're excited. So please do not hesitate to contact us with questions.

Jackie Miller, CMO & Owner

Bozell

2215 Harney St. | Omaha, NE 68102

jmiller@bozell.com

402.965.4391

REQUEST FOR PROPOSAL FORMS

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

A. CORPORATE OVERVIEW

1. CONTRACTOR IDENTIFICATION AND INFORMATION

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

Bozell is an LLC that was originally incorporated with the state of Nebraska in 1921. Throughout our 101-year history, Bozell has seen many changes:

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

Today, Bozell is also a certified women-owned business. You can find certificates for our WBENC National certification, as well as our Small Business certification, in Appendix C.

2. FINANCIAL STATEMENTS

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

3. CHANGE OF OWNERSHIP

For nearly 20 years, Robin Donovan and Kim Mickelsen have been owners of Bozell. Five years ago, they started the succession planning process and brought in Jackie Miller as the lynchpin. In December of 2020, Kim began her retirement and the selling of her shares back to the company while retaining a position on the board. Robin and Jackie will remain as co-owners.

4. OFFICE LOCATION

Bozell's Omaha location would be responsible for the performance pursuant of an award of a contract with the state of Nebraska.

5. RELATIONSHIPS WITH THE STATE

In the past five years, Bozell has actively worked for the state of Nebraska on the following contracts:

1. The contract with the University of Nebraska–Lincoln, which was in response to Bid #2350-14-5014. This agreement was for media-buying services and began June 2014.
2. The contract with the Board of Regents, on behalf of the University of Nebraska Online Worldwide, for advertising and media-buying services, which began August 2017.
3. The contract with Nebraska Public Power District, a public corporation and political subdivision of the state of Nebraska, was in response to RFP No. 18170. This agreement was for media-buying services and began November 2018.
4. The contract with Omaha Public Power District, a public corporation and political subdivision of the state of Nebraska, was in response to RFP No. 5705. This agreement was for outside marketing services and began December 2020.

6. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

No Bozell employees are/were employed by the state of Nebraska in the last 12 months.

7. CONTRACT PERFORMANCE

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

8. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

a. Narrative Descriptions of Experience

Work listed in this section was completed by Bozell serving as the primary contractor. Due to ongoing relationships with our clients and our nondisclosure policy, we do not list the budgets for each project. We are happy to discuss general budget ranges with you in person.

COLLEGE WORLD SERIES OF OMAHA, INC.

Reference: Kathryn Morrissey

402.554.4422

kathryn@cwsomaha.com



Morris Jacobs, one of our founders, was one of four Omaha businessmen to convince the NCAA to bring its men's baseball tournament to the city in 1950. Since then, we have been the local agency tasked with getting the word out on the event through paid advertising and public relations.

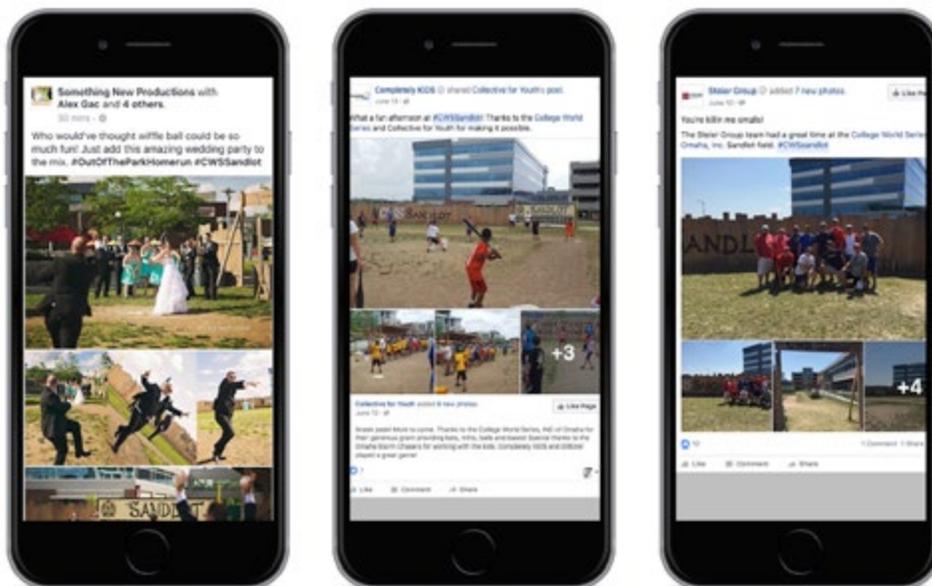
Each year, we use low-cost ways to gain more exposure for the event. The greatest example of this is the CWS Sandlot. After the move from Rosenblatt to (then) TD Ameritrade Park in 2011, the Omaha community began to view the event as too corporate. Bozell came up with the solution of building a downtown sandlot that would be free and open to the public for several days leading up to the series. Harnessing the strong sense of community and nostalgia to build good will and engagement. Placed on an empty dirt lot, the contractor built an outfield fence, dugouts, bleachers and chalk scoreboard. We provided the bases, Wiffle balls and Wiffle bats, tagged the outfield fence with the hashtag #cwssandlot, and created a landing page where people could purchase tickets for the Series.



For three years in a row, we partnered with CWS of Omaha, Inc. to have the sandlot constructed in high-traffic locations throughout Omaha – all with the intent to generate excitement about the CWS and to say “thank you” to the locals who have supported CWS over the years. We kicked it off with kids from the Boys and Girls Clubs, encouraged businesses near the sandlot to come down and play during the day, and invited families to play a pick-up game with complete strangers. It was open play for anyone who showed up.



Bozell garnered a great deal of publicity for the sandlot through earned media and social. In the first year, there were dozens of news stories in print, TV and web, with impressions surpassing three million. On social media, nearly two million impressions were tracked for the sandlot and the hashtag. And there were more than 14,000 hits to the unique URL during the four days the sandlot was up. The following two years saw only increases in participation, earning coverage and impressions, and ticket sales continued to rise as a result. Through the three years of activation, we saw a publicity value of more than 8x the actual cost.



COLLEGE SAVINGS PLANS NETWORK

Contact: Betty Lochner

360.951.1691

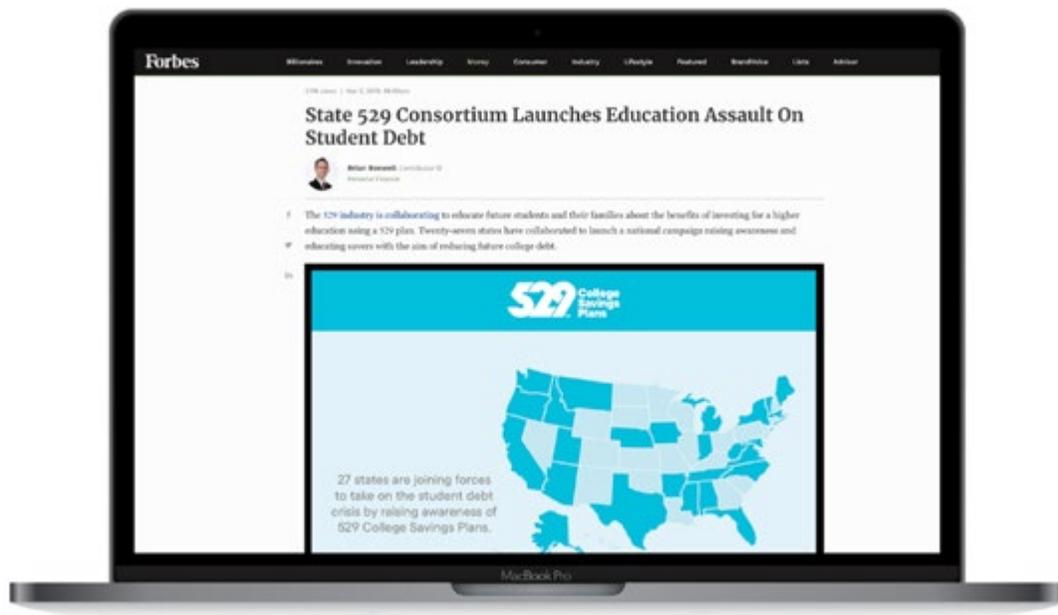
betty@cornerstone-ct.com



In 2019, student loan debt in the United States had topped \$1.5 trillion. And while the College Savings Plans Network knew that 529 college savings plans could help prevent a burden like this for the next generation, nearly 70% of Americans were unaware these plans even existed. So we helped the network form a 29-state alliance, in conjunction with 19 financial partners, to create and execute a national awareness campaign that garnered the attention of millions, setting children on the right path toward achieving their education goals ... without the burden of student loan debt.



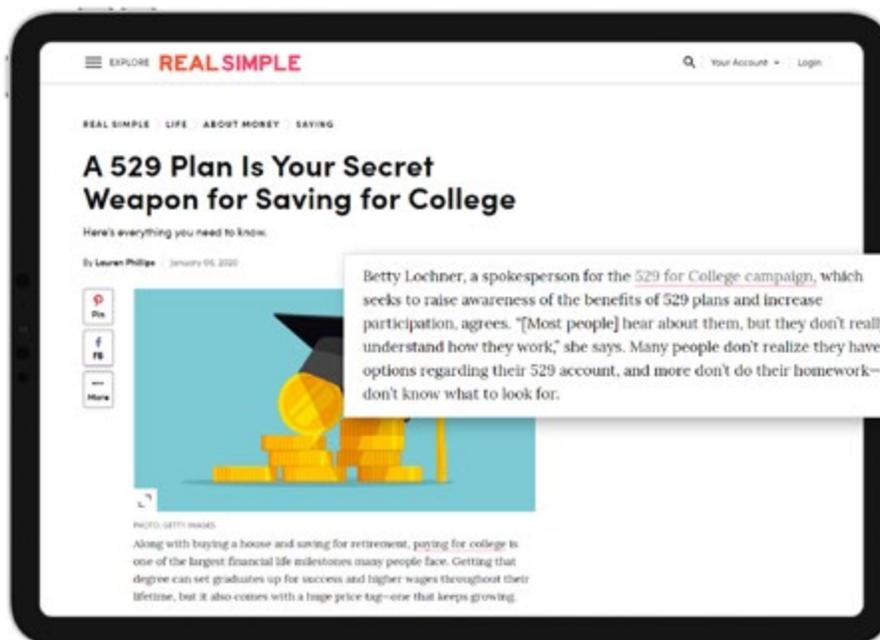
At the beginning of 2019, only 33% of US adults 18 and older had heard of 529 college savings plans. Through a campaign involving paid media, PR, social media, and digital content, we turned some of the national conversation from loan forgiveness and free tuition to planning ahead with a 529. The campaign resulted in paid media that reached 86% of US homes, 284 PR pickups, and nearly 1 million social media impressions. Through the campaign, awareness of 529s increased by 40%, and usage increased by 33%.



One tentpole of the campaign involved creating PR boxes for press and influencers. To help us increase awareness of 529 plans during the 2019 holiday season, we were guided by two unique insights: 1) According to Money.com, the average millennial spends \$495 on holiday gifts per child; and 2) If that \$495 was invested annually in a 529 account from birth, a child could have more than ~\$14,400 waiting for him or her upon high school graduation. Inspired by words once spoken by Benjamin Franklin – “An ounce of prevention is worth a pound of cure” – we set out to create a custom-made PR box for influencers, gift-guide curators and media contacts. Inside the media kit was an actual, physical one-ounce bottle of prevention with a rolled-up 529 gift card inside and a pamphlet on 529s.



In total, the Ounce of Prevention efforts resulted in a potential audience of more than seven million people. The content our influencers shared resulted in more than 1.4 million impressions and we earned broader PR pickups in lifestyle publications including a 2,000-word article on RealSimple.com.



SIoux HONEY CO-OP

Contact: Alex Blumenthal

712.258.0638

ablumenthal@suebeehoney.com



Bozell has served as America's largest honey brand's agency of record since 2016. In 2017, through consumer research, Bozell determined that Sioux Honey was underperforming with millennials. We knew the brand needed to be modernized and the co-op story needed to be shared.

One tentpole of this effort involved a 10-week, 9,000-mile tour from the Midwest to the West Coast. Before the tour began, our creative team designed and produced a more modern Sioux Honey Co-op logo and packaging. This younger look and feel was then translated into Share Sweetness Tour props, including a wrapped food truck, interactive photo booth and a whole lot more. Also in that mix was a branded microsite – ShareSweetness.com – that housed blogs and information about the tour in general (stops, social, etc.).



The tour kicked off in Omaha, Nebraska, at the College World Series. Over the span of 10 weeks, our Share Sweetness team stopped at 31 retail stores, attended 19 community events, made and shared honey dog treats, held diaper drives for those affected by Hurricanes Harvey and Irma, and assisted during the California wildfires. At each stop, we handed out honey samples, coupons and branded materials, and even encouraged patrons at these events to use the hashtag #ShareSweetness and write Share Sweetness post cards, which the crew then hand-delivered to different people in different places in each community (i.e., children at Colorado Children's Hospital and incoming freshmen at the Air Force Academy).

Throughout the course of the tour, we attained 7.5 million impressions and reached one million consumers. On the tour, tens of thousands of honey samples and coupons were distributed, and genuine connections were built with potential buyers. Across all Sioux Honey social media assets, the tour contributed to a 98 percent increase in social impressions (more than one million), a 307 percent increase in engagement, more than 4,000 link clicks, and nearly 2,000 new fans. Most importantly, we distributed 43,586 samples with 75 percent of those who sampled saying they'd likely buy the product.

Another effort to grow the brand's appeal to Millennials involved recruiting an influencer they could identify with. We teamed up with Julianne Hough – star of *Footloose*, *Rock of Ages* and *Grease Live* – to spread the word about a new raw and unfiltered honey product. She shared recipe content on her social media that Bozell repurposed for blog, email, organic social, coupons and banner ads. Overall, Julianne's posts received hundreds of thousands of likes on the three social channels, as well as more than a thousand comments. In total, the campaign received 6.4 million impressions and 372,000 engaged audience members.



b. Proposed Personnel / Management Approach

Your core team will be led by our CMO, Jackie Miller. She will be supported by senior account executive Emily Burgess, as well as a project manager who will be your primary contacts. Your core team will also include our director of PR and social media, Kelsey Pritchard, and creative director Tim Young. In addition, the initial team will include insights from our head of content, Jim Minge, and PR and social media strategist Hannah Rotschafer. All Bozell marketing professionals, including those in strategy and analytics, creative, public relations, social media, media planning and buying, and production are available to the core team at all times. They are all brought into projects on an as-needed basis. Below are the bios of individuals we believe will be key team members.



Jackie Miller, CMO & Owner

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

Percent of time dedicated to NTC: 10%

Degree: University of Nebraska at Omaha – Bachelor in Communication,
Journalism: Advertising and PR with a minor in Marketing

References: Philip Brohn, philip.brohn@gmail.com, 917.744.5217

Melissa Libner, mellibs77@yahoo.com, 917.283.5273

Jennifer Thiele, jennifer@entry-envy.com, 402.880.388



Emily Burgess, Senior Account Executive

Emily recently rejoined Bozell as a senior account executive. She has more than a decade of event-management and marketing-strategy experience. Prior to Bozell, she served as project manager with the City of Omaha and was a brand strategist for a variety of clients. At Bozell, Emily currently leads communication strategy and account management for Ecsell Institute, Omaha's Henry Doorly Zoo and Aquarium, and NPPD.

Percent of time dedicated to NTC: 25%

Degree: University of Nebraska–Lincoln – Bachelor in Education and
Human Services

References: Carrie Murphy, carrie.murphy@cityofomaha.org,
402.444.5000

Deborah Ward, dward@visitomaha.com, 402.444.4660

David Levy, ddlevy@bairdholm.com, 402.636.8310



Kelsey Pritchard, Director of PR and Social Media

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

Percent of time dedicated to NTC: 25%

Degree: Dakota Wesleyan University – Bachelor in Public Service & Leadership; University of Dallas – Masters of Politics

References: Jim Hagen, James.Hagen@travelsouthdakota.com,
605.773.3301

Nathan Sanderson, sanderson@sdra.org, 605.295.1007

Matt Michels, mmichels1213@outlook.com, 605.661.2876



Tim Young, Creative Director

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

Percent of time dedicated to NTC: 10%

Degree: The Creative Center – Associates in Occupational Studies in Graphic Design

References: Jon Peterson, Jon.Peterson@agcocorp.com, 402.658.4470

Dawn Drazdys, ddrzdys@gmail.com, 402.578.4986

Kara Cordell, Kara.Cordell@LiveOnNebraska.org,
402.679.9027



Jim Minge, Head of Content

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

Percent of time dedicated to NTC: 25%

Degree: Creighton University – Bachelor in English with a minor in Creative Writing

References: David Crum, david@nebraskalegalgroup.com, 402.509.7033
Andy Arkfeld, andy@arkfeldinc.com, 402.933.1970
Jim McKernan, jim.mckernan@wowt.com, 402.346.6666



Hannah Rotschafer, PR and Social Media Strategist

Hannah recently joined Bozell as PR and social media strategist. She has several years of communications, social media and digital media experience. At Bozell, Hannah plans, executes, monitors and reports the social media strategies for several accounts including Ecsell Institute, Sioux Honey Co-op, NPPD and more.

Percent of time dedicated to NTC: 25%

Degree: University of Nebraska at Omaha – Bachelor in Business Management and Marketing

Certificates: Meta Certified Digital Marketing Associate and Google Ads Certified

References: Majo Daly, majodaly@gmail.com, 970.980.1497
Christian Millie, cmillie@gmail.com, 402.936.6133
Danielle Mowery, daniellejmocha@gmail.com, 402.980.5716

c. Subcontractors

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

Appendix A:
**Contractor Point of
Contact & Contractual
Service Forms**



Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6671 Z1

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

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

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Bozell
Bidder Address:	2215 Harney Street, Omaha, NE 68102
Contact Person & Title:	Jackie Miller, CMO & Owner
E-mail Address:	jmiller@bozell.com
Telephone Number (Office):	402.965.4391
Telephone Number (Cellular):	402.301.1647

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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 INK OR VIA DOCUSIGN

FIRM:	Bozell
COMPLETE ADDRESS:	2215 Harney Street, Omaha, NE 68102
TELEPHONE NUMBER:	402-965-4391
FAX NUMBER:	402.965.4399
DATE:	04.06.22
SIGNATURE:	<i>Jacklyn D Miller</i>
TYPED NAME & TITLE OF SIGNER:	Jackie Miller, CMO & Owner

Appendix B:
Sections II, III and IV



II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

The Contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally, electronically or mailed. All notices, requests, or communications shall be deemed effective upon receipt.

C. NOTICE (POC)

The State reserves the right to appoint a PCO Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The PCOs Representative will be appointed in writing, and the appointment document will specify the extent of the PCOs Representative authority and responsibilities. If a PCOs Representative is appointed, the Contractor will be provided a copy of the appointment document and is required to cooperate accordingly with the PCOs Representative. The PCO'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 awarded Contractor. The awarded bidder 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

*****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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

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 solicitation 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with

proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State 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, including, but not limited to, charging interest to the State (Refer to Prompt Payment Act).

K. NON-WAIVER OF BREACH

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLD			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLD			

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 solicitation.

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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. ATTORNEY GENERAL

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLD			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
REP			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
REP			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
REP			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
	RAA	within 30 days transfer all paid for work	we would like to stipulate that all deliverables must be paid for prior to transfer

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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRW			

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 bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation 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 solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLW			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLW			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
RLW			

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 six (6) months 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 six (6) months of following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau
 Attn: Annette Walton
 Email: annette.walton@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. ANTITRUST

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

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

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.

J. ADVERTISING

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

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.

K. 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.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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 solicitation. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment, including all backup documentation. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
PRD			

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

E. PAYMENT (Statutory)

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 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 Solicitation Response (Initial)	NOTES/COMMENTS:
RRD			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Appendix C:
**Women-owned & Small
Business Certifications**



WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Bozell & Jacobs LLC DBA Bozell

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

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

Certification Granted: July 31, 2013

Expiration Date: July 31, 2022

WBENC National Certification Number: 2005122819



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



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

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



Great Lakes
Women's
Business
COUNCIL



WBENC METRONY
WOMEN'S BUSINESS ENTERPRISE CENTER

WBENC GREATER DMV
WOMEN'S BUSINESS ENTERPRISE CENTER



WBENC EAST
WOMEN'S BUSINESS ENTERPRISE CENTER

WBENC FLORIDA
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC ORV
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC PACIFIC
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC SOUTH
WOMEN'S BUSINESS ENTERPRISE COUNCIL

WBENC WEST
WOMEN'S BUSINESS ENTERPRISE COUNCIL



BOZELL & JACOBS, L.L.C.

ALERT! This entity is only available FOR OFFICIAL USE ONLY.

DUNS Unique Entity ID 088573329	SAM Unique Entity ID P7D9CMKN7Y29	CAGE / NCAGE 6WGA7
Purpose of Registration All Awards	Expiration Date Feb 15, 2022	Registration Status Active
Physical Address 2215 Harney ST STE 100 Omaha, Nebraska 68102-2302 United States	Mailing Address 2215 Harney ST STE 100 Omaha, Nebraska 68102-2302 United States	

Business Information

Doing Business as Bozell	Division Name Bozell & Jacobs Llc	Division Number Bozell & J
Congressional District Nebraska 02	State / Country of Incorporation Nebraska / United States	URL www.bozell.com
MPIN *****ze29		

Registration Dates

Activation Date Aug 28, 2020	Submission Date Aug 19, 2020	Initial Registration Date May 17, 2013
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Entity Dates

Entity Start Date Nov 1, 2001	Fiscal Year End Close Date Dec 31
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Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

In your business or organization's preceding completed fiscal year, did your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) receive both of the following: 1. 80 percent or more of your annual gross revenues in U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements and 2. \$25,000,000 or more in annual gross revenues from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?

No

Does the public have access to information about the compensation of the senior executives in your business or organization (the legal entity to which this specific SAM record, represented by a DUNS number, belongs) through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986?

Not Selected

Proceedings Questions

Is your business or organization, as represented by the DUNS Number on this entity registration, responding to a Federal procurement opportunity that contains the provision at FAR 52.209-7, subject to the clause in FAR 52.209-9 in a current Federal contract, or applying for a Federal grant opportunity which contains the award term and condition described in 2 C.F.R. 200 Appendix XII?

No

Does your business or organization, as represented by the DUNS number on this specific SAM record, have current active Federal contracts and/or grants with total value (including any exercised/unexercised options) greater than \$10,000,000?

Not Selected

Within the last five years, had the business or organization (represented by the DUNS number on this specific SAM record) and/or any of its principals, in connection with the award to or performance by the business or organization of a Federal contract or grant, been the subject of a Federal or State (1) criminal proceeding resulting in a conviction or other acknowledgment of fault; (2) civil proceeding resulting in a finding of fault with a monetary fine, penalty, reimbursement, restitution, and/or damages greater than \$5,000, or other acknowledgment of fault; and/or (3) administrative proceeding resulting in a

finding of fault with either a monetary fine or penalty greater than \$5,000 or reimbursement, restitution, or damages greater than \$100,000, or other acknowledgment of fault?

Not Selected

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure

Corporate Entity (Not Tax Exempt)

Entity Type

Business or Organization

Organization Factors

Limited Liability Company

Profit Structure

For Profit Organization

Socio-Economic Types

Woman Owned Small Business

Woman Owned Business

Entrance Date: Currently Not Available

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments

Yes

Debt Subject To Offset

No

Department Code

(blank)

Agency Location Code

(blank)

Disbursing Office Symbol

(blank)

Electronic Funds Transfer

EFT Indicator

0000

CAGE Code

6WGA7

Financial Institution

FIRST NATIONAL BANK OF OMAHA

Account Type

Checking

Lock Box Number

4029654332

Routing Number

******0016**

Account Number

******155**

Automated Clearing House

Financial Institution

FIRST NATIONAL BANK OF OMAHA

Phone (U.S.)

(blank)

Email

wzuber@bozell.com

Phone (non-U.S.)

(blank)

Fax

(blank)

Remittance Information

Merchant ID1

(blank)

Merchant ID2

(blank)

Accounting Station

(blank)

Remittance Address

Zuber

2215 Harney ST STE 100

Omaha, Nebraska 68102

United States

Taxpayer Information

EIN

******5135**

Type of Tax

Applicable Federal Tax

Taxpayer Name

Bozell & Jacobs LLC

Tax Year (Most Recent Tax Year)

2019

Name/Title of Individual Executing Consent

President

TIN Consent Date

Aug 19, 2020

Address

2215 Harney ST STE 100

Omaha, Nebraska 68102**Points of Contact****Accounts Receivable POC**

Robin L Donovan, President
 rdonovan@bozell.com
 4029654344

Electronic Business

Robin L Donovan, President
 rdonovan@bozell.com
 4029654344

1022 Leavenworth Street
Omaha, Nebraska 68102
United States

Kim Mickelsen Shippen, President
 kmickelsen@bozell.com
 4029654317

1022 Leavenworth Street
 Omaha, Nebraska 68102
 United States

Government Business

Robin L Donovan, President
 rdonovan@bozell.com
 4029654344

1022 Leavenworth Street
Omaha, Nebraska 68102
United States

Security Information

Company Security Level
Government Non-Classified

Highest Level Employee Security Level
Government Non-Classified

Service Classifications**NAICS Codes**

Primary	NAICS Codes	NAICS Title
Yes	541810	Advertising Agencies
	541613	Marketing Consulting Services
	541820	Public Relations Agencies
	541830	Media Buying Agencies
	541890	Other Services Related To Advertising

Product and Service Codes

PSC	PSC Name
R701	Support- Management: Advertising
R708	Support- Management: Public Relations

Size Metrics**IGT Size Metrics**

Annual Revenue (from all IGTs)
(blank)

World Wide

Annual Receipts (3 Year Average)	Number of Employees (12 Month Average)
\$8,000,000.00	33

Location

Annual Receipts (3 Year Average)	Number of Employees (12 Month Average)
8000000	33

Industry-Specific

Barrels Capacity	Megawatt Hours	Total Assets
(blank)	(blank)	(blank)