

State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES

From: Ideologix Insights, LLC

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 6820 Z1	September 8, 2023
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 27, 2023 2:00 p.m. Central Time	Matthew Hansen / 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 6820 Z1 for the purpose of selecting a qualified Contractor to provide marketing services for a statewide public education campaign on voter identification for the Nebraska Secretary of State's Office ("Secretary"). 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 commence upon execution of the contract by the State and the Contractor ("Parties") and will end on June 30, 2025 ("Initial Term"). The Contract includes the option to renew for four (4) additional one (1) year 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.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.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 Request for Proposal, and the awarded bidder's proposal and response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> And https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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 Request for Proposal will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should 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 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 State'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 State determines it is required to release withheld 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 Request for Proposal 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 Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal 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 Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal 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 Request for Proposal, awards, and other documents.

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GLOSSARY OF TERMS

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

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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: (ACH) 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 Request for Proposal.

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

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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 an addendum and/or 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 Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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 Request for Proposal.

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.

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 Request for Proposal 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: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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".

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor" and "Installation by State" as found in the Request for Proposal or contract are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

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

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

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 Request for Proposal 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: Bidder's response to a written Request for Proposal.

Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written Request for Proposal and in the presence of anyone who wished to attend.

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal 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 public release of the written Request for Proposal to seek offers.

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 (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

Shall/Will/Must: An order/command; mandatory.

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.

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 their 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.

Vendor: An individual or entity lawfully conducting business with the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing marketing services for a statewide public education campaign on voter identification for the Nebraska Secretary of State's Office ("Secretary") 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 Request for Proposal. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this Request for Proposal, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the Request for Proposal.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

RFP Number: 6820 Z1
 Name: Matthew Hansen / Dianna Gilliland
 Agency: State Purchasing Bureau
 Address: 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: 402-471-2302 / 402-471-4193
 E-Mail: matthew.hansen@nebraska.gov / dianna.gilliland@nebraska.gov

From the date the Request for Proposal is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder 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. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this Request for Proposal.

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 on the following page, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events	
ACTIVITY	DATE/TIME
1. Release RFP	September 8, 2023
2. Last day to submit written questions	September 15, 2023
ShareFile link for uploading questions: https://nebraska.sharefile.com/r-r4df8f0db7ae047fcbaa0ad5eda67b838	
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	September 20, 2023

Schedule of Events	
ACTIVITY	DATE/TIME
<p>Proposal Due / Opening – Online Via Zoom:</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Proposal Submission Link: https://nebraska.sharefile.com/r-r264a128c4fa84c1fa19293ad5abda77d</p> <p>Join Zoom Meeting https://us02web.zoom.us/j/86272787704?pwd=UE5mdTZhejVvZitRYVpnNG9RMG5jdz09 Meeting ID: 862 7278 7704 Passcode: 485128</p> <p>---</p> <p>One tap mobile +13462487799,,86272787704#,,,,*485128# US (Houston) +16694449171,,86272787704#,,,,*485128# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"> • +1 346 248 7799 US (Houston) • +1 669 444 9171 US • +1 669 900 6833 US (San Jose) • +1 719 359 4580 US • +1 253 205 0468 US • +1 253 215 8782 US (Tacoma) • +1 564 217 2000 US • +1 646 931 3860 US • +1 689 278 1000 US • +1 929 205 6099 US (New York) • +1 301 715 8592 US (Washington DC) • +1 305 224 1968 US • +1 309 205 3325 US • +1 312 626 6799 US (Chicago) • +1 360 209 5623 US • +1 386 347 5053 US • +1 507 473 4847 US <p>Meeting ID: 862 7278 7704 Passcode: 485128 Find your local number: https://us02web.zoom.us/j/86272787704?pwd=UE5mdTZhejVvZitRYVpnNG9RMG5jdz09</p>	<p>September 27, 2023 2:00 PM Central Time</p>
4.	
5.	Review for conformance to RFP requirements
6.	Evaluation period
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html
9.	Contract finalization period
10.	Contract award
11.	Contractor start date

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6820 Z1 Voter Identification Public Education Campaign Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders 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 proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the RFP Schedule of Events, Section I.C. It is recommended that bidders 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.

A. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders 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 may 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/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

B. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

4. 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 bidding process;
5. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
6. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
7. Submitting a proposal on behalf of another Party or entity; and
8. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The bidder 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 awarded bidder and their subcontractors.

C. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal in Sections II thru VI must be clearly defined by the bidder 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 Request for Proposal, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this Request for Proposal, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this Request for Proposal. The State discourages deviations and reserves the right to reject proposed deviations.

A. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections II.E and II.F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

D. SUBMISSION OF PROPOSALS

The State is only accepting electronic responses submitted in accordance with this RFP. The State will not accept proposals by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

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 RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per 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. The website can be found here: <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 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.

ShareFile link for uploading RFP response(s) provided in the RFP Schedule of Events, Section I.C.

- 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 6820 Z1, Company Name
If multiple files are submitted for one RFP proposal, add number of files to file names:
RFP 6820 Z1 Company Name File 1 of 2.
RFP 6820 Z1 Company Name File 2 of 2.
- ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
RFP 6820 Z1 Company Name Proposal 1 File 1 of 2.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal.

E. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this Request for Proposal, including any activity related to bidding on this Request for Proposal.

F. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this Request for Proposal 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:

9. Rejection of a bidder's proposal,
10. Withdrawal of the Intent to Award,
11. Withdrawal of the Award,
12. Negative documentation regarding Vendor Performance,
13. Termination of the resulting contract,
14. Legal action; and
15. Suspension of the bidder 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.

G. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
 - a. Corrected 6820 Z1 Company Name Proposal #1 File 1 of 2,
 - b. Corrected 6820 Z1 Company Name Proposal #2 File 2 of 2, etc.

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.

H. LATE PROPOSALS

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

I. PROPOSAL OPENING

The opening of proposals will be public and the bidders 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. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

J. 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:

16. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
17. Clarity and responsiveness of the proposal;
18. Completed Corporate Overview;
19. Completed Sections II thru VI;
20. Completed Technical Approach (Attachment A); and
21. Completed State Cost Proposal Template.

K. 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 Request for Proposal may result in the rejection of this proposal and further administrative actions.

L. EVALUATION OF PROPOSALS

All proposals that are responsive to the Request for Proposal 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:

22. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Performance Notices, Vendor Improvement Requests, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

23. Technical Approach (Attachment A); and
24. Cost Proposal.

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 bidder, 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 bidder, 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 (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. 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 Request for Proposal 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 bidder from consideration of the preference.

B. 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 bidder 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 bidders 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 bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' 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 bidder 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 bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders 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 bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

C. BEST AND FINAL OFFER

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

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

D. 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 Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder'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.

E. 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 Request for Proposal process, the State of Nebraska may take one or more of the following actions:

1. Amend the Request for Proposal,
2. Extend the time of or establish a new proposal opening time,
3. Waive deviations or errors in the State's Request for Proposal process and in bidder proposals that are not material, do not compromise the Request for Proposal 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 Request for Proposal;
7. Elect to rebid the Request for Proposal;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The Request for Proposal 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 bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

F. LUMP SUM OR “ALL OR NONE” PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an “all or none” or “lump sum” basis but should also submit a proposal on an item-by-item basis. The term “all or none” means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a “lump sum” proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

G. 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.

H. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 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

Bidders should complete Sections II thru 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 Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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:
			

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. 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) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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:
			

Bidder 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, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

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 bidder 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 (Nonnegotiable)

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. DISCOUNTS

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

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.

F. PRICES

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

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, 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.

The total price shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, travel, and copies.

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 price decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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*****

J. RECORD OF VENDOR PERFORMANCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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.

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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 email to the Contractor's point of contact with acknowledgement from the Contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

N. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			


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.

O. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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.

P. INDEMNIFICATION

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

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 Request for Proposal.

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. 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. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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.

Q. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>JN</u> HN			

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.

R. RETAINAGE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>JN</u> HN			

The State may withhold five percent (5%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

S. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>JN</u> HN			

Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages due the State of \$200.00 dollars per day, until the deliverables are approved and accepted by the State. Contractor will be notified in writing when liquidated damages will commence.

T. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>JN</u> HN			

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.

U. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), 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.

V. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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") that was not foreseeable at the time the Contract was executed. 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.

W. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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.

X. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, 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, in whole or in part, 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.

Y. CONTRACT CLOSEOUT

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

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


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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder'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 RFP Response (Initial)	NOTES/COMMENTS:
<u>HN</u>			

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/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
<u>JN</u> HN			

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:
<u>JN</u> HN			

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:
<u>JN</u> HN			

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 three (3) years 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 three (3) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	

Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

State of Nebraska State Purchasing Bureau
 Attn: Matthew Hansen
 RFP # 6820 Z1
[Email: matthew.hansen@nebraska.gov](mailto:matthew.hansen@nebraska.gov)

1526 K Street, Suite 130
 Lincoln, NE 68508

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.

B. ANTITRUST

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

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.

C. CONFLICT OF INTEREST


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

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.

D. STATE PROPERTY

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

E. SITE RULES AND REGULATIONS

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

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.

F. ADVERTISING

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

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.

G. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)


1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.M.3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

H. DISASTER RECOVERY/BACK UP PLAN

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

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.

I. DRUG POLICY

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

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.

J. WARRANTY

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

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.

K. TIME IS OF THE ESSENCE

Time is of the essence with respect to Contractor's performance and deliverables pursuant to this Contract.

II. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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:
<u>Jm</u> HN			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted monthly to SOS Finance at SOS.Finance@nebraska.gov. Invoices will not be paid until the related deliverable item has been received and accepted by the State. 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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<u>Jm</u> HN			

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

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 (Nonnegotiable)


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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for 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 Nonnegotiable)

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:
 <small>HN</small>			

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.

II. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

On June 1, 2023, LB514 was signed into law, which establishes voter identification (ID) requirements for elections in Nebraska.

The first election requiring voter ID will be the May 14, 2024, statewide primary election. All special and statewide elections after this date will require voter ID. No special election prior to May 14, 2024, will require voter ID.

The Secretary, through the Elections Division, is seeking branding, educational materials, and marketing services for an efficient and effective statewide multimedia public awareness campaign to educate Nebraska voters on voter ID requirements in advance of the May 14, 2024 statewide primary election, the November 5, 2024 statewide general election, any special elections, and any local elections through the Initial Term.

The Secretary is also seeking branding and educational materials for training county election officials and election workers on the new voter ID requirements, and materials for use by agencies in Nebraska who are required to provide the opportunity for citizens to register to vote.

The optional renewal periods, if executed by the parties, would be for additional marketing services for future election cycles.

B. ORGANIZATIONAL OVERVIEW/ENVIRONMENT

The Secretary is responsible for supervising the conduct of primary and general elections in the State of Nebraska, providing training and support for election workers, and enforcing the Election Act (Neb. Rev. Stat. §§ 32-101 to 32-1551). Local election officials such as election commissioners and county clerks appoint election workers to serve at elections, register voters, and designate polling places.

1. Secretary of State Duties:

Specifically related to voter ID, the Secretary has the following duties pursuant to Neb. Rev. Stat. §32-202:

- a. Provide training and support for election commissioners, county clerks, and other election officials in providing for day-to-day operations of the office, registration of voters, and the conduct of elections;
- b. Provide a website dedicated to voter identification requirements and procedures. The Secretary shall establish, maintain, and regularly update on the website a document entitled "List of Acceptable Forms of Identification" that lists forms of identification that qualify as valid photographic identification for purposes of voter identification;
- c. Provide a public awareness campaign regarding the voter identification requirements and procedures, including communication through multiple mediums and in-person events; and
- d. Provide instructions and information to the Department of Health and Human Services, the Department of Motor Vehicles, and the State Department of Education for distribution by such agencies to Nebraska residents regarding the requirement to present valid photographic identification in order to vote and the way to obtain free valid photographic identification.

2. Audience Demographics:

Nebraska has an estimated 1,480,808 citizens of voting age. There are approximately 1,226,000 registered voters in Nebraska. Approximately 97% of registered voters have a valid Nebraska Driver's License or State ID. There are three counties (Colfax, Dakota, and Dawson) designated by the U.S. Census Bureau and the Department of Justice under Section 203 of the Voting Rights Act as requiring all public voting materials to be translated to Spanish. An estimated 7.4% of Nebraskans speak Spanish at home.

The Department of Health and Human Services ("DHHS") publication, *Disability in Nebraska, Demographics and Selected Outcomes, 2021*, provides the following data on voting age Nebraskans with a disability:

Age Group	Estimate
75 years and over	55,935
65 to 74 years	38,469
35 to 64 years	80,208
18 to 34 years	26,170

The DHHS publication is available online:

<https://dhhs.ne.gov/Reports/Disability%20in%20Nebraska%20Report%20Card%202021.pdf>.

Additional information may be obtained from U.S. Census Bureau American Community Survey data.

C. PROJECT OBJECTIVES

The primary objective of this RFP is to contract with an advertising/marketing vendor to develop and implement an efficient and effective statewide multimedia public awareness campaign. The goals of the campaign are to educate Nebraska’s voting age population, county officials, and election workers about the voter ID process, raise awareness about the new voter ID requirement throughout the Initial Term and satisfy the statutory requirements within Neb. Rev. Stat. §32-202 relating to voter ID.

D. BUSINESS REQUIREMENTS

The Bidder should have experience with market research, development of marketing strategies, commercial art and graphic design, development and placement of a variety of media, including, but not limited to, print media, broadcast media, outdoor or out of home media, digital media, and social media, along with targeted media placement in both English and Spanish and accessible formats.

Bidder should have experience with public awareness campaigns, conducting in-person events, and designing educational materials. It is preferred that the Bidder have understanding or previous work in the field of education or media campaigns associated with elections or government functions.

All media and content must be approved by the Secretary prior to release. Bidder must describe bidder’s drafting process, process for obtaining approvals, appropriate timeline for approvals, and rewrites and edits. Costs proposed must be inclusive of reasonable opportunity for rewrites and edits.

All intellectual property, concepts, slogans, plans, or other work submitted or developed by the Contractor for the Secretary during the term of the contract, whether or not used, and any and all layouts, copy, artwork, content, and other tangible or electronic/digital material which the Contractor prepares for the Secretary or purchases for the Secretary as part of a campaign are works made for hire, and property of the Secretary exclusively. The Secretary must have direct access and editing capabilities of all such work.

Contractor must be able to devote sufficient resources to the project to provide services in a timely manner as described below in Section V.F. Work Plan and Completion Dates..

E. SCOPE OF WORK

The awarded Bidder will serve as the primary advertising/marketing Contractor for the Secretary’s public awareness campaign on voter ID.

The Contractor shall provide services in the following areas as described below in further detail:

(1) Media Planning; (2) Media Production; (3) Media Buys; and (4) Account Services and Management. Upon request of the Secretary, during any exercised optional renewal period, Contractor shall provide services on an hourly basis.

The Contractor shall be readily available to meet and discuss the project during normal business hours (8:00 am to 5:00 pm CST), by telephone, email and in person.

1. Media Planning

a. Strategic Planning and Market Research – Development of Strategic Marketing Plan

- i. Complete market research and analysis to identify how to reach Nebraska’s voting age population to raise awareness of voter ID requirements, with targeted marketing to those who do not currently have a valid Nebraska driver’s license or state ID.
- ii. Interpret and apply research to develop a proposed plan and strategy, utilizing innovative media and channel strategies and tactical plans that are effective, efficient, and take advantage of the ever-changing media landscape to reach Nebraska’s voting age population (“Strategic Marketing Plan”). The Strategic Marketing Plan must include, but will not be limited to, recommendations on design and branding, messaging, media types to be used, media platforms to be used, number and type of media buys, and public events for in-person marketing. The Strategic Marketing Plan must address specific targeted marketing to occur leading up to requests for early voting ballots, the May 14, 2024, primary election, and the November 5, 2024, general election, with planned activities for the duration of the Initial Term.
- iii. Engage stakeholders to obtain feedback on the proposed Strategic Marketing Plan.
- iv. Attend a minimum of one (1) day of the December Nebraska Association of County Officials (NACO) conference for county officials, scheduled December 13-15, 2023. At the conference, the Contractor must present initial concepts and marketing approach along with proposed samples of work to obtain feedback. Such initial concepts and marketing

approach and proposed samples will be reviewed and approved by the Secretary prior to the training conference.

- v. Finalize Strategic Marketing Plan utilizing feedback from stakeholders and approval by Secretary.
 - vi. Address outreach to each of Nebraska's 93 counties in the Strategic Marketing Plan, such as a media kit that could be distributed to all election offices for use in conducting in-person events in their county.
- b. Design of Public Awareness Campaign and Branding
- i. Design and develop cohesive branding, including finalization of the visual look and feel of all media and education materials to be used to obtain maximum impact.
 - ii. Design of education materials for county officials and poll workers that are consistent with branding.
 - iii. Design materials for use by State agencies that provide opportunities for voter registration and that serve Nebraskans with disabilities, which are consistent with branding.
 - iv. Verify all brand concepts submitted for consideration as to availability with the United States Patent and Trademark Office ("USPTO") and the Nebraska Secretary of State. If requested by the Secretary, Contractor will register branding with the USPTO and the Nebraska Secretary of State's Office, in the name of the Secretary. Official registration documentation must be provided to the Secretary.

2. Media Production (English and Spanish)

Media production includes, but is not limited to, writing, development, graphic design, directing, shooting/recording, arranging for talent/animation, narration, music and sound effects, stock photography, duplication, distribution, video scoring and editing. Recording on location, live shows or events may also be required.

- a. Produce voter ID education materials for county officials, poll workers, and state agencies, consistent with the Strategic Plan and branding.
 - i. The Secretary is specifically seeking development of a 10-to-15-minute poll worker training video and print media, subject to the requirements for media production as specified in this RFP.
- b. Produce creative media products that result in messaging about voter ID that is relevant, informative, persuasive, and consistent with the Strategic Marketing Plan and branding, which may include, but may not be limited to the following:
 - i. Print Media Production
 - ii. Video Media Production
 - iii. Audio Media Production
 - iv. Outdoor or Out of Home Media Production
 - v. Digital Media and Social Media Production
- c. Create messaging that is consistent, recognizable, informative and easy to digest by Nebraska's voting age population.
- d. Professionally produce audio and video productions that target Nebraska's voting age population.
- e. Provide for editorial services and copywriting; fact-checking, proofreading, and editing of collateral materials in coordination with the Secretary.
- f. Coordinate with the Secretary on needed content revisions.
- g. Develop media that is accessible for all of Nebraska's voting age population, including those with disabilities. The Americans with Disabilities Act requires election officials conducting any elections at the federal, state, or local level to provide communication with voters with disabilities that is as effective as that provided to others. To ensure voters with disabilities can fully participate in the election process, officials must provide appropriate auxiliary aids and services at each stage of the election process, from registering to vote to casting a ballot.
- h. Develop media that is compatible with the Secretary's website and software requirements. The Secretary primarily uses Microsoft Office and Adobe products. The Secretary's website is built on a Drupal platform and accepts common file types such as, but not limited to, .text, .pdf,.dot, doc, .xls, .gif, and .jpeg. Additional software items and file types may be accepted upon agreement and approval between the Secretary and Contractor.
- i. Tag all advertisements to include the Secretary's contact information, including the Secretary's website address, and any other information as requested by the Secretary.
- j. Provide a branding toolkit to the Secretary. Branding must be provided in a format that allows the Secretary's independent use on brochures, training manuals, newspapers, letterhead, fact sheets, postcards, direct mailers, billboards, booths, and other media as determined by the Secretary. Additionally, the Secretary may expand use of the branding to other divisions or projects of the Secretary of State's Office, if desired by the Secretary.

3. Media Buys

- k. Schedule and buy media placements on a variety of media platforms consistent with the Strategic Marketing Plan for all media produced and approved by the Secretary.
- l. Negotiate on the most favorable rates, position/placement, and space for all media.
- m. Verify costs and secure placement of all media and take necessary actions to resolve any issues.
- n. Effectively implement the Strategic Marketing Plan on a timely basis, within allocated budgets.
- o. Have the financial capacity to contract and purchase media buys for the Secretary. Media services will include advertising purchasing among many forms of media, social media and other forms of paid messaging. The Contractor must identify the process for placing media and evaluating advertising performance.

4. Account Services and Management

- p. Perform daily account service through a senior-level account team leader and support staff that provides ongoing communication, reports, status updates, estimates, and budget updates.
- q. Prepare and participate in post-election analysis meetings following each election during the term of the contract. Report on all metrics and analytics to ensure campaigns are delivering effectively and economically.
- r. Collaborate and coordinate with the Secretary on regular basis. Cooperate in scheduling and attend meetings as requested by the Secretary.
- s. Complete other activities deemed necessary by Secretary staff to accomplish the Secretary's voter ID education goals.
- t. Refine and develop the Strategic Marketing Plan as appropriate throughout the Initial Term and any optional renewal period. The Secretary reserves the right to modify the media mix and distribution during the Initial Term.

5. Media Planning, Media Production, or Media Buys – Outside of Initial Term of Contract

Provide media planning, media production, or media buys upon request of the Secretary during any optional renewal periods executed by the parties.

F. WORK PLAN AND COMPLETION DATES

Below is a proposed schedule of work plan items and completion dates. Bidder may propose alternatives to the work plan items and completion dates included below. However, the election dates are set and cannot be changed; it is vital that any proposed alternative provides sufficient training and media coverage on new voter identification requirements. Final work plan and completion dates will be determined solely by the Secretary and must be included in the Strategic Marketing Plan. Work plan items include deliverables as laid out in the Cost Proposal.

Work Plan Items	Completion Date
Initial Concepts, Marketing Approach, and Design Samples	November 15, 2023
Strategic Marketing Plan, Design of Public Awareness Campaign and Branding (Full Draft and Samples)	December 1, 2023
Presentation to County Officials (Location will be determined by the Secretary)	December 13-15, 2023
Final Strategic Marketing Plan, Design of Public Awareness Campaign and Branding	December 22, 2023
Registration with United States Patent and Trademark Office and Nebraska Secretary of State's Office	Application Submission Date Determined by State
Media and Education Materials for County Officials and State Agencies	January 8, 2024
Media Production for Early Voting for the May 14, 2024 Primary Election	January 8, 2024
<i>Voters May Begin Submitting Early Voting Applications – January 15, 2024</i>	
Media Buys for Early Voting for the May 14, 2024 Primary Election	TBD
Media Production for May 14, 2024 Primary Election	February 15, 2024
Media and Training Materials for Poll workers	February 15, 2024
Media Buys for the May 14, 2024 Primary Election	TBD
<i>Primary Election - May 14, 2024</i>	
Post-Primary Campaign Analysis Meeting	Week of June 9, 2024

Media Production for Early Voting for General Election	July 1, 2024
<i>Voters May Begin Submitting Early Voting Applications – July 8, 2024</i>	
Media Buys for Early Voting for the November 5, 2024 General Election	TBD
Media Production for General Election	September 15, 2024
Media Buys for the November 5, 2024 General Election	TBD
<i>General Election – November 5, 2024</i>	
Media Production and Buys for Special or Local Elections	TBD
Post-campaign Analysis Meeting	Week of December 1, 2024

Bidder must describe bidder’s creative development process, process for obtaining approvals, appropriate timeline for approvals, and rewrites and edits, and how these fit into the completion dates.

G. TECHNICAL APPROACH

Bidder must complete Attachment A, Technical Approach to describe how each requirement will be met and bidder’s experience in each area.

H. PROJECT PLANNING AND MANAGEMENT

The Contractor will work closely with Secretary staff, primarily the Secretary’s project manager, to identify and refine audiences, messaging, implementation, and distribution. The Contractor and Secretary staff will be in regular and consistent contact on at least a weekly basis through regular phone/video calls, in-person meetings, and emails to ensure progress is being made and all involved are on the same page. More frequent communication may be required during peak periods.

Project planning shall be a collaborative effort between the Secretary, Communications staff, and Legal staff, and the Contractor.

The Contractor will coordinate specifically with the project manager on staff with the Secretary. The Secretary will require the Contractor to meet periodically with staff or other stakeholders/partners to discuss marketing plans, promotional details, consumer campaigns, and other issues related to the Contractor’s work on behalf of the Secretary.

I. DELIVERABLES

Refer to Cost Proposal.

II. 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:

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 three (3) 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 twelve (12) 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 five (5) 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 five (5) 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 five (5) years, so declare.

If at any time during the past five (5) 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 Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder'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.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project should be identified in full, with a

description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL APPROACH

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

- a. Attachment A, Technical Approach

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6820 Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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:	Ideologix Insights, LLC
Bidder Address:	1737 South 173rd Plaza, Omaha, NE 68130
Contact Person & Title:	Heather Nelson, Founder & Owner
E-mail Address:	pollthevote@gmail.com
Telephone Number (Office):	402-690-0957
Telephone Number (Cellular):	402-690-0957
Fax Number:	Will obtain if needed

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:	Heather Nelson
Bidder Address:	1737 South 173rd Plaza, Omaha, NE 68130
Contact Person & Title:	Heather Nelson, Founder & Owner
E-mail Address:	pollthevote@gmail.com
Telephone Number (Office):	402-690-0957
Telephone Number (Cellular):	402-690-0957
Fax Number:	Will obtain if needed

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that Contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.


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 MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Ideologix Insights, LLC
COMPLETE ADDRESS:	1737 South 173rd Plaza, Omaha, NE 68130
TELEPHONE NUMBER:	402-690-0957
FAX NUMBER:	Will Obtain If Needed
DATE:	September 27, 2023
SIGNATURE:	 <small>Heather Nelson (Sep 27, 2023 11:44 CDT)</small>
TYPED NAME & TITLE OF SIGNER:	Heather Nelson, Founder & Owner







6820 Z1 RFP Ideologix Insights File 1 of 6 .docx

Final Audit Report

2023-09-27

Created:	2023-09-27
By:	Florence Home (pcrozier@shf.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAsELYhR8QSIRxsRhIKAqJ6tZDBDULERTo

"6820 Z1 RFP Ideologix Insights File 1 of 6 .docx" History

-  Document created by Florence Home (pcrozier@shf.org)
2023-09-27 - 4:27:13 PM GMT- IP address: 69.63.111.143
-  Document emailed to pollthevote@gmail.com for signature
2023-09-27 - 4:30:34 PM GMT
-  Email viewed by pollthevote@gmail.com
2023-09-27 - 4:40:44 PM GMT- IP address: 68.13.96.217
-  Signer pollthevote@gmail.com entered name at signing as Heather Nelson
2023-09-27 - 4:44:04 PM GMT- IP address: 68.13.96.217
-  Document e-signed by Heather Nelson (pollthevote@gmail.com)
Signature Date: 2023-09-27 - 4:44:06 PM GMT - Time Source: server- IP address: 68.13.96.217
-  Agreement completed.
2023-09-27 - 4:44:06 PM GMT

**Attachment A - Technical Approach
Request for Proposal Number 6820 Z1**

From: Ideologix Insights, LLC

Proposal Information”

A.1.a.Bidder Name:

Ideologix Insights, LLC. trade name Poll The Vote
1737 South 173rd Plaza, Omaha, Nebraska 68130

Ideologix Insights, LLC was domiciled in the State of Nebraska in August 2023 by Heather Nelson, 100% owner and managing member. Ideologix Insights is in Good Standing with the Nebraska Secretary of State office (9/23). It is a 100% Women-Owned Business (WOB) who's founder (Nelson) is a person of disability.

A.1.b.Financial Statements:

As Ideologix Insights, LLC is newly formed (registered with the Secretary of State in August 2023), there are no financial statements to share at this time. The owner, Heather Nelson can share upon request financial information on the dba Nelson Consulting private sole proprietor practice, if desired. It is this business entity that is being elevated to an LLC with the launch of Ideologix Insights, LLC.

Banking information is:

Core Bank

17807 Burke Street

Omaha, NE 68118

A.1.c.Change of Ownership:

None planned

A.1.d.Office Location:

1737 South 173rd Plaza, Omaha, Nebraska 68130

A.1.e.Relationship With The State

None exist

A.1.f.Bidder's Employee Relations To The State

No such relationship exists.

A.1.g.Contract Performance

No terminations to report.

A.1.h.Summary of Bidder's Corporate Experience

Bidder Experience: None (new company established August 2023)

Contractor Experience: Paula Crozier

- i. Paula owned a full service ad agency for over 12 years in the Omaha market representing 10 auto dealerships, KETV, Mandarin Investment Council, The Nebraska Auto Body Dealers' Association, and more.
 - ii. Crozier was responsible for over 2.5m annually in media advertising creation, placement and production purchases in broadcast, print, outdoor and events from 1992-2005 for her clients annual advertising plans.

In 2005, Crozier branched off to include work in online advertising and private marketing consulting with national brands such as Griffin Credit, LowermyHospitalbill.com and Acceleration KC.

In 2013 Crozier began work in marketing in the nonprofit sector as an employee and then in franchise marketing through a millwork manufacturer and design firm. Crozier is currently a Director of Marketing, Development and Public Relations for Midwest Geriatrics, Inc. and oversees all advertising and marketing for the five entities it manages. Additionally Crozier directs the Fashion Arts Collective, a nonprofit working with aspiring fashion designers. Crozier is a sought after marketing and business start up consultant for regional entrepreneurs.
- a) Advertising was placed on an annual basis for every client
 - b) Monthly production of new commercials and advertising per client needs
 - c) Agency was responsible for all aspects of storyboarding, copywriting, logo creation, branding influence, media purchasing, production, placement, auditing, billing and customer service initiatives.
 - d) Reference: Mr. Brent Taylor, CEO Acceleration KC 816-525-1150
 - e) Most of Paula's advertising clients have sold their dealerships and passed. She currently oversees advertising in her employment.

A.1.i. Summary of Bidder's Proposed Personnel and Management Approach

Presently, there are no classified employees to Ideologix Insights, LLC as it domiciled in August 2023. The venture brings together several individuals as contractors (most have been working together for years). The singular personnel from Ideologix Insights is therefore the founder and owner, Heather Nelson.

Ideologix Insights will provide a Team Lead to interface (collaborate / coordinate / communicate) with the Secretary of State office weekly (in person or by video conference or phone) facilitating communication, reporting, updates, estimates and budget. Heather Nelson, the founding owner of Ideologix Insights, will be the Team Lead working directly with The Secretary and the Ideologix Insights teams.

Resume

Heather M. Nelson, Founder
Ideologix Insights, LLC

About Heather Nelson, EMBA, MSOM

Heather M. Nelson, EMBA, MSOM, is one of a few Professors in the State of Nebraska teaching the subject of Feasibility & Opportunity Analysis, specifically business concept and/or new product viability. After 19 years, Ms. Nelson elected in September 2023 to not return to Metropolitan Community College for the 2023-24 Academic year in lieu of taking advantage of early retirement to launch Ideologix Insights, LLC. Ms. Nelson is still an Adjunct Professor at the University of Nebraska at Omaha, Department of Marketing & Entrepreneurship, and has taught in the Academic setting since 2003 after leaving a 15-year career in the banking industry. Nelson is a successful banking professional turned award-winning educator, serial entrepreneur and investor. She is passionate about facilitating inclusive collaboration and opportunity across the State of Nebraska.

Skills

Highly educated and experienced business professional with a successful 30-year career in the financial, marketing and education industries with proven capabilities to support Nebraska's current and next generation small business community with real time programming and resources to start, sustain and grow business opportunities for economic impact and goal attainment. Earns stakeholder partnerships to achieve statewide initiatives through expert team member and partner channels. Sought after consultant, professor and trainer known for: business concept development, feasibility analysis, business planning, marketing, financial management, grant writing and management.

Education

2012 – Peru State College	Master's in Science, Entrepreneurship
2002 – University of Nebraska at Omaha	Executive MBA
1995 – University of Nebraska at Lincoln	Bachelor of Science, Business

Work Experience

2023 -present: Ideologix Insights, LLC	Owner
2020 -present: University of Nebraska-Omaha	Adjunct Instructor, Entrepreneurship & Marketing
2004 -present: Nelson Consulting	Owner
2004 - 2023: Metropolitan Community College	Instructor, Entrepreneurship
1997 – 2003: Omaha State Bank	A.V.P., Branch Systems & Loan Officer
1991 – 1997: Union Bank and Trust	Branch Supervisor & Credit Analyst

Certification/Awards

2022 – Adjunct of the Year, UNO Department of Marketing & Entrepreneurship
 2019 – Opportunity Area for Instruction (OFI)
 2012 – Midland's Business Journal 40 Under 40
 2010 – Marketing & Growing A Program, NACCE
 2007 – John R. Maenner Distinguished Professor
 Growth Wheel Business Consultant

Community Service / Association Partnerships

GROW Nebraska Women's Business Center, Advisor
 U.S. Peace Small Business Division Volunteer, Morocco
 Nebraska Entrepreneur Task Force, Member and past Curriculum Chair
 Blue Print Nebraska Entrepreneurship Council, past Committee Member
 University of Nebraska-Lincoln, Entrepreneur Student Mentor
 Millard Entrepreneur Academy, Program Advisor

References:**Mr. Trevon Brooks**

Chief Strategy Officer
 Nebraska Department of Economic Development
 Trevon.brooks@nebraska.gov
 252-266-7835

Former Student / Eco-system Peer

Dr. Dale Eesley

John Morgan Community Chair in Entrepreneurship
 Director, Center for Innovation, Entrepreneurship & Franchising

Colleague / Eco-system Peer

Professor, Marketing & Entrepreneurship
University of Nebraska – Omaha
deesley@unomaha.edu
402-554-2706

Ms. Janell Anderson Ehrke

Executive Director
GROW Nebraska Foundation & GROW Nebraska Women's Business Center
janell@grownebraska.org
308-962-6767

Client / Eco-system Peer

A.1.j.Subcontractors

The following subcontractors are planned to be utilized during the campaign. If additional specialty contractors are needed, The Secretary will be informed in advance for approval. For example, If the Secretary requests intellectual property filings, Ideologix Insights legal counsel may then be engaged. This list does not include Vendors such as media providers or other suppliers.

1. Paula Crozier, Contractor

- i. name, address, and telephone number of the subcontractor(s),
 - a) 905 South 42nd Street, Omaha, NE 68105. 402-709-6169
- ii. specific tasks for each subcontractor(s),
 - a) Marketing Tactic Management: Creative Design (graphic), Media Platforms, Media Buying, social, event, reporting
- iii. percentage of performance hours intended for each subcontract; and
 - a) 40%
- iv. total percentage of subcontractor(s) performance hours.
 - a) 960 hours (up to 80 hours per month 12 month cycle)

2. Calvin Williams, Contractor

- v. name, address, and telephone number of the subcontractor(s),
 - a) 905 South 42nd Street, Omaha, NE 68105. 402-709-6169
- vi. specific tasks for each subcontractor(s),
 - a) Street Team for North and South Omaha. Contract services to put boots on the ground handing out flier information at the area grocery stores, community gatherings. Planned participation: April 2024 (4 weekends), October 2024 (4 weekends) and other corridors as assigned.
- vii. percentage of performance hours intended for each subcontract; and
 - a) 7.25%
- viii. total percentage of subcontractor(s) performance hours.
 - a) 240 hours

3. Nettie Grant Sikyta, Contractor

- ix. name, address, and telephone number of the subcontractor(s),
 - a) 1823 Hoyt Street, Beatrice, Nebraska 68310. 402-314-8497
- x. specific tasks for each subcontractor(s),
 - a) Street Team for Tribal Outreach. Contract services to put boots on the ground handing out flier information and conducting info sessions at the community centers / health centers on each of the 4 reservations. Planned participation: May/April 2024 (4 trips, 1 to each), September/October 2024 (4 trips, 1 to each). The area election commission staff will be invited to attend if desired.
- xi. percentage of performance hours intended for each subcontract; and

- a)** 3.62%
- xii. total percentage of subcontractor(s) performance hours.
 - a)** 120 hours

4. John Collard, Contractor

- xiii. name, address, and telephone number of the subcontractor(s).
 - a)** 17522 Madison St. Omaha, Nebraska 68135. 402-779-5233
- xiv. specific tasks for each subcontractor(s).
 - a)** Market research, technology, data analytics
- xv. percentage of performance hours intended for each subcontract; and
 - a)** 10.88%
- xvi. total percentage of subcontractor(s) performance hours.
 - a)** 360 hours

4. Sean Collard, Contractor

- xvii. name, address, and telephone number of the subcontractor(s).
 - a)** 17522 Madison St. Omaha, Nebraska 68135. 402-779-5233
- xviii. specific tasks for each subcontractor(s).
 - a)** Market research, political analyst, data analytics
- xix. percentage of performance hours intended for each subcontract; and
 - a)** 3.62%
- xx. total percentage of subcontractor(s) performance hours.
 - a)** 120 hours

5. Connor Mockenhaupt, Contractor

- xxi. name, address, and telephone number of the subcontractor(s).
 - a)** 11515 Miracle Hills Drive, Omaha, Nebraska 68154. 402-380-3888
- xxii. specific tasks for each subcontractor(s).
 - a)** Graphic Design, Plan Implementation, Street Team assistance
- xxiii. percentage of performance hours intended for each subcontract; and
 - a)** 7.25%
- xxiv. total percentage of subcontractor(s) performance hours.
 - a)** 240 hours

6. Connor Carpenter, Contractor

- xxv. name, address, and telephone number of the subcontractor(s).
 - a)** 1079 35 Road, Minden, Nebraska 68959. 308-830-9843
- xxvi. specific tasks for each subcontractor(s).
 - a)** Budget, Banking, Market research
- xxvii. percentage of performance hours intended for each subcontract; and
 - a)** 7.25%
- xxviii. total percentage of subcontractor(s) performance hours.
 - a)** 240 hours

ATTACHMENT A

For the following technical requirements, provide a response explaining how each requirement will be met and experience in such areas. This completed form must be submitted with the proposal response. Attach additional pages as necessary when responding to each item or provide responses to each requirement in a separate attachment.

1. UNDERSTANDING OF THE PROJECT REQUIREMENTS
Provide your understanding of the project description and scope of work.
Bidder Response: Ideologix Insights understands the project presented is to work closely with the Nebraska Secretary of State office providing contract services to conduct a Statewide public education campaign readdressing Nebraska citizens about LB514 and the new Voter ID requirements in the State Statute 32-202 that will be in force starting with the May 2024 primary election (the first eligible election since the bill went into effect June 1, 2023). The project will continue thru June 30, 2025 and is eligible for four, 1-year renewable periods. The statewide multimedia campaign will include the topics of Branding, Election Material Creation and providing Marketing Services. The scope of work includes: <u>1. Media Planning:</u> conduct market research and develop a subsequent marketing plan to effectively mass target and inform the Nebraska citizens of voting age while supporting micro campaigns to reach a)3% not having a State-issued ID presently, b)county election officials, c)election workers (staff and volunteers), d)state agencies conducting voter registration, e)voter partner entities and f)voter populations needing specialized resources (for example, Elderly, Disabled, Spanish-speaking, Tribal). Design brand, messaging, identify media types, platforms to be used, conduct media buys and public events. Ideologix Insights will attend the December 13-15 NACO conference in Kearney, Nebraska to present initial concepts, the marketing approach, provide educational content including obtaining stakeholder feedback on proposed samples of work products. Ideologix Insights may utilize its proprietary communication software (Poll The Vote) to quickly and efficiently gather real time feedback with data analytics analysis. If specifically requested by The Secretary of State, Ideologix Insights' legal consultant will facilitate the registration process with the USPTO and The State. <u>2. Media Production:</u> a)Create a 10-15 minute educational training video with print media to ready support staff and b)create marketing collateral/products (print, video, audio, outdoor, digital media, social media) Ideologix Insights will provide copywriting and editorial services and allow for fact checking, proofing, revision process and editing. Media produced for election day support will be readied for specialty needs (multiple modality auxiliary supports as requested by The Secretary such as large font, braille, Spanish language) Ideologix Insights will use technology to build a file transfer library system for The Secretary to have ownership and access of deliverables created. <u>3. Media Buys:</u> a)Schedule, b)buy and place for multiple platforms to strategically reach the target audience, c)evaluate ad performance thru the Ideologix Insights data analytics laboratory

- Commented [1]: good morning!
- Commented [2R1]: Good morning. I'm adding one more item to the portfolio. and I'm working on the media mix
- Commented [3R1]: please call

4.Account Services Management: a) Ideologix Insights will provide a Team Lead to interface (collaborate / coordinate / communicate) with the Secretary of State office weekly facilitating communication, reporting, updates, estimates and budget. Heather Nelson, the founding owner of Ideologix Insights, will be the Team Lead working directly with The Secretary and the Ideologix Insights teams. b)the Ideologix Insights data analytics laboratory will provide post-election analytic results, c)facilitate a post election analysis meeting and d)edit the marketing plan as needed to be dynamically responsive including media mix changes identified

2. PROPOSED DEVELOPMENT APPROACH

Describe your proposed development approach including recommended quantities for media production and recommended budget for media buys. Provide a detailed breakdown for media production and media buys by media type, including recommended quantities. If there are any overhead charges or mark-ups associated with media buys, please detail those costs below.

Bidder Response:

As the RFP Instructions state not to utilize any reference to actual dollar values, this section is reported as a percentage of the entire media buying budget discussed on the cost proposal.

1.Media Production Quantities By Type

a)Radio:

15 Second: 2 Version each English and Spanish - to split test

30 Second: 2 Version each English and Spanish -to split test

b)TV:

15 Second: 2 Version each English and Spanish to split test

30 Second: 2 Version each English and Spanish to split test

c)Print Ads:

¼ page: 1 Version each English and Spanish

½ page: 1 Version each English and Spanish

1 page: 1 Version each English and Spanish

2.Media Buys with % of Budget Allocation As Identified on the Cost Proposal

a)Radio 8% of budget to both English and Spanish radio station clusters in the 8 market DMA's Morning drive times, 6-10a and Midday

b)TV - 45% of total budget cost budget

TV in Nebraska is strong and Media placement for A25-54 and A55+ garners attention in News and Midday and Sports.

c)Print Ads

Print materials- 20% of budget brochures, pos posters for High Schools, DHHS offices, DMVs, Event banners, step repeat banners, stickers, rack cards

Direct mail pieces - 2 mailings @ 1- 50,000/ 2nd-20,000 with postage postage/sorting

Online Digital advertising/social media 15% of budget with 4 months flights targeting social media. OTT 4 months flights

Outdoor represents 7% of budget; production 20 boards (10 large city and 10 community/small town)

Branding Events/Trade Shows/Street Teams 5% of budget, production of materials above, Swag, 32 including state fair, Koolaid days, Golden Corn Parade, July 4th Seward, Husker Football and Volleyball, Commissioner events, North and South Omaha events and Tribal events like Juneteeth festival, Levelup Festival and Santee, Omaha, Winnebago and Ponca Tribal festivals.

See the Cost Proposal document submitted to review budget forecast.

3. MEDIA PLANNING

Bidder must have experience finding, interpreting, and applying research to leverage the individual strengths of different mediums and channels to best reach consumers. In addition, bidder must have experience working with stakeholders and assist in integrating changes to improve concepts before launching into marketplace. Bidder must be skilled with a variety of media production techniques and implementation strategies. Describe experience.

Bidder Response:

Ideologix Insights, LLC, is well placed to provide the necessary structure to deliver on this proposal and is led by Heather Nelson, EMBA, MSOM. Nelson is a **triple asset** to The Secretary's office uniquely providing the following points of differentiation beyond a typical Marketing Agency.

Nelson Offers:

1. 19 years experience as an Educator. As a part-time Professor of Marketing and Entrepreneurship at The University of Nebraska at Omaha, Nelson is highly skilled in all aspects of creating educational materials for multiple modalities and learner types. Nelson has also created educational materials and conducted training sessions for both Google and Facebook (Digital Promise).

2. 25+ years experience as a Marketing Consultant running her own private practice (dba Nelson Consulting) which included Marketing Agency services. Nelson is sought after for her strength in Marketing Research and subsequently crafting creative Marketing Plans to target and reach subset target markets. Nelson has surrounded herself with a depth of contractors to provide expert services (research, planning, graphic design, media buying, media execution, data analytics, street team outreach (one team services the 4 Federally recognized Tribes in Nebraska and the second services North and South Omaha areas)). As a person of disability herself, Nelson has experience in supporting marketing collateral creation to support accessibility needs.

3. Ideologix Insights' Specific Focus Is In The Political Arena: In response to LR179, Nelson launched a new business to facilitate improved communication in the political arena. Ideologix Insights is a data analytics laboratory with its own proprietary communication and measurement system. Ideologix is comprised of a political analyst and researcher, tech and data analytics scientist, and veteran marketing expert, Paula Crozier, experienced designer and media buying specialist.

4. DESIGN OF PUBLIC AWARENESS CAMPAIGN

Bidder must have experience with designing and developing creative products for a multi-month campaign that uses consistent branding in innovative, unique, and compelling methods across a wide variety of

mediums to most effectively reach as many people in the target audience as possible. Bidder must be skilled in breaking down complex topics or statutory requirements into easy-to-understand materials for consumption by the general public. Bidder must be able to provide media in both English and Spanish and meet accessibility requirements. Describe experience.

Bidder Response:

In addition to the answer provided to question #3 earlier presenting the **triple asset** areas identifying Ideologix Insights' unique background and experience, Nelson offers the additional specific information to support their readiness to design and implement the statewide public awareness campaign:

Heather Nelson and Paula Crozier have expertly worked together for several years providing custom marketing and branding services for Nebraskan small businesses, corporations and nonprofits. They have known each other for 15+ years. Nelson is the front facing client project manager handling communication, budget and timeline. She is sought after for her unique ability to structure creative and well executed Marketing Plans to include research, strategy, planning and analytic activities. Crozier manages design and implementing the media mix marketing tactics to include media placement and buying.

They have supported:

- a) start up marketing plans to include new company/organization launch (min 15 months)
- b) new product education and awareness marketing plans (1-3 years)
- c) special event marketing (supporting before, during and after marketing tactics)
- d) analytic and metric measurement reporting for stakeholder needs to include owners, Boards, donors
- e) public relations to include press releases, media kit creation, media contact
- f) digital presence development and marketing plans to acquire impressions, followers, and achieved metrics.

Nelson specializes in working with small businesses and nonprofits with community initiatives; while Crozier has spent her career working in the local and national markets of pharmaceutical, healthcare, retail and nonprofit sectors. She owned her own Advertising Agency and has worked as a skilled consultant/contractor.

Skilled in content writing, she has worked with national clients and brands in creative, media planning, buying, advertising production and instructional design. She has facilitated marketing communications in the following languages: Spanish, Brazilian Portuguese, Italian, French, Japanese and Mandarin Chinese.

Ideologix Insights also boasts web developing engineer, political analyst and researcher, data analytics scientist and legal counsel. Nelson enjoys involving student interns as she has a passion for training and providing real world experience to the next generation of marketers; while tapping into the generational creative marketing insights.

5. BRANDING CREATION AND REGISTRATION

Bidder must have experience developing cohesive branding, including finalization of the visual look and feel of all media and education materials to be used to obtain maximum impact. Additionally, bidder must have knowledge of creating branding tool kits to be used by third parties. Bidder must have experience protecting and copyrighting branding, such as verifying availability and registering branding with the United States Patent and Trademark Office ("USPTO") and the Nebraska Secretary of State as needed. Describe experience.

Bidder Response:

Ideologix Insights LLC owner and consultants have extensive experience in both brand development, message creation, and guidelines publishing deploying integrated marketing communication strategies across all media platforms and tactics. The team has a history of filing for intellectual property protection (service market registration, trademark) and if needed, has its own legal counsel.

If specifically requested by The Secretary of State, Ideologix Insights' will facilitate the registration process with the USPTO and The State.

Please review the portfolio provided for examples of logo creation and branding initiatives. *Note: The KùL Factory logo is an example of a trademarked brand.*

6. ACCOUNT SERVICES & MANAGEMENT

Bidder must have experience with using collaboration, coordination, and communication to build a successful working relationship. Bidder must have experience not only providing materials, but actively engaging with customers and stakeholders to accomplish the mission. Additionally, bidder must be able to adjust and tailor initial plans based on feedback from customers, stakeholders, and research. Describe experience.

Bidder Response:

Account Services Management:

a) Ideologix Insights will provide a Team Lead to interface (collaborate / coordinate / communicate) with the Secretary of State office weekly (in person or by video conference or phone) facilitating communication, reporting, updates, estimates and budget. Heather Nelson, the founding owner of Ideologix Insights, will be the Team Lead working directly with The Secretary and the Ideologix Insights teams.

b)the Ideologix Insights data analytics laboratory will provide post-election analytic results, c)facilitate a post election analysis meeting and d)edit the marketing plan as needed to be dynamically responsive including media mix changes identified.

c)Crozier will manage stakeholder communication with contractors, vendors and media outlet representatives.

d)Ideologix Insights utilizes technology to facilitate communication, collaboration and file transfer with the client to obtain feedback to support the revision and editing process (2 rounds per creative) while keeping everyone time on task. Examples of technology that may be used are Slack, Google Drive, Google Video or Zoom or other as requested by The Secretary. Other technology tools used to support may be: Adobesign, Canva, Dropbox, Survey Monkey, Constant Contact, Wordpress, e-commerce Shopify, givebutter and Microsoft office and Google services.

7. MEDIA PRODUCTION EXPERIENCE AND BUYS

a. Print Media

Bidder must be skilled at content generation, writing, and being able to disseminate complex statutory requirements to the general public. In addition, bidder must have experience in graphic design and print media layout, such as for brochures, training manuals, newspapers, fact sheets, postcards, direct mailers, etc. Describe experience.

<p>Bidder Response:</p> <p>Ideologix Insights, LLC., has combined decades of experience in writing content on various platforms from college curricula to scientific industries, advertising in B2B, B2C and corporate communications from employee documents, regulatory policies and instructional design communications, MDS and scientific data sheets and fact pieces, research pieces, standard operating procedures, LMS instructional design, pitch decks, business and strategic plans and including all types of media from broadcast script writing, storyboarding, print, outdoor, branded marketing communication pieces, sales pieces, direct mail pieces and more.</p> <p>Each professional at Ideologix has years of experience in communication, content creation, advertising, branding and public relations writing styles and dissemination.</p>
<p>b. Video and Audio Media</p>
<p>Bidder must have experience with storytelling and training through audio and video tools. Bidder must understand traditional broadcast delivery channels, like television and radio, and media distribution and media buys. Additionally, bidder must have knowledge of internet platforms in releasing audio and video content. Describe experience.</p>
<p>Bidder Response:</p> <p>Both Nelson and Crozier have represented various Nebraska and regional clients in all aspects of advertising needs from broadcast TV and radio, billboard, outdoor, ambient, point of sale, event and promotional advertising and public relations to online social and OTT for over 35 years. Both have written in various professional styles and for different audiences from scientific to retail SMS messaging.</p> <p>Additionally, Heather Nelson brings education experience in creating education materials and providing expert instruction and training thru a variety of mediums (audio, video, written, print). She worked with Google from 2006-2009 consulting for and crafting education materials for peer teachers and small business owners on how to teach and use digital marketing and specifically thru the Google platform. In 2019 she provided similar services for Facebook thru its Digital Promise programming and the GROW Nebraska Foundation.</p> <p>Crozier has developed corporate LMS design systems and instructional videos, SOPs, audios, and voice over communication pieces. Both Crozier and Nelson have extensive public speaking experience and crisis communication / PR experience.</p> <p>Crozier honed her advertising skillsets in a family owned agency from its inception in 1978. This agency became well known in the Omaha DMA market as the most successful full service small agency representing 90% of the auto retail business in Omaha, financial clients and broadcast clients. Additionally Crozier consulted nationally with online and brick and mortar clients in the integration of their brand at the onset of digital online and pay per click. Her tenacity at creating cohesive online and offline branding and content reduced client brand fatigue, created cohesion between competing agencies and fostered a unique perspective on advertising from both an agency view and a corporate internal view.</p> <p>The professionals at Ideologix have extensive relationships with proven Nebraska advertising professionals to provide a vast spectrum of opportunities to negotiate in both offline traditional media and online OTT advertising including digital online, SEO, SEM and ppc, and other digital advertising platforms.</p>

Ideologix Insight's infrastructure is built upon researching and measuring analytics, allowing for a deeper understanding of consumer response which enables dynamic revision to ensure key metrics are met.

c. Outdoor or Out of Home (OOH)

Bidder must have experience developing large compelling designs that may be used on billboards, busses, trucks, booths, etc. Describe experience.

Bidder Response:

Crozier has over 35 years' experience in graphic design and content creation from both an advertising and marketing perspective. Billboards for the Bellevue Auto Row advertisers, Jim Earp Chrysler Plymouth Jeep Mercedes, Honda Cars of Bellevue, KETV, Florence Home, Royale Oaks Assisted Living and more exemplify the professionalism and creativity that Crozier has implemented over the years.

Crozier was one of the first in Omaha to "wrap" her vehicle in 1995 with vehicle vinyl sublimation. Additionally, she has purchased and advertised on mobile billboards, busses, benches, yard signs, posters, and chalk advertisements. She has created vehicle wraps for the Society of St. Vincent de Paul, Midwest Geriatrics, and Florence Home. Crozier led the innovative commercial 3d printing division at the Kül Factory by Sympateco.

d. Digital Media

Bidder must have knowledge of marketing through social media tools, like Facebook, Twitter, Instagram, YouTube, Threads, etc. Bidder must also have knowledge of native advertising or over the top (OTT) advertising used to target specific demographics. Website design and management are also important technical skills. Describe experience.

Bidder Response:

Crozier's online digital advertising career started in 1997 creating her first website through dial up FTP. Frustrated in 2002 with the inability thus far at not being able to upload her video commercials for her clients, Crozier was deemed a visionary by her peers with the desires of creating websites that were interactive with calls to action and clickability "stickiness."

Crozier learned pay per click at SiteEdge in Kansas City in 2006. Led by Steve and Janice Thompson, SiteEdge's clients were then, Sprint, Motley Fool, Stock advisor and an international company Autoglass manufacturer owned by Vitro. Additionally SiteEdge ventured into tourist hospitality where CRM and inbound methodology was in its infancy.

Crozier has developed, written and designed websites with UX protocols, ecommerce channels, including international freight models, marketing and sales development coaching curriculum for national companies such as Lowermyhospitalbill.com, inadtv.com (one of the first national OTT companies in the US), Griffincredit.com, sympatecoinc.com, svdpomaha.com, fashionartscollective.org, omahaseniorcare.org and more.

As shared previously, Nelson worked with Google from 2006-2009 consulting for and crafting education materials for peer teachers and small business owners on how to teach and use digital marketing and specifically thru the Google platform. In 2019 she provided similar services for Facebook thru its Digital Promise programming and the GROW Nebraska Foundation. Nelson support all forms of digital presence marketing.

Ideologix Insights, LLC, is excited to leverage their digital marketing chops to lay out a robust Internet Marketing tactical plan to utilize both organic/native and paid messaging to support a statewide mass educational campaign focus along with its suggested micro specialty group outreach initiatives. Adept at the Metaverse and in X and LinkedIn, additionally Ideologix is well suited to structure website wireframe layouts with the end user and advertiser goals in constant attention. Each page is distinctively written to garner correct user interactions through attractive layout, branding and content.

e. Media Placement

Bidder must have experience working with various media entities to secure advertising/marketing space, including but not limited to, print, digital, broadcast, etc. Describe experience.

Bidder Response:

Ideologix Insights, LLC brings 45+ years in media placement and buying. Paula Crozier leads this area and from the age of 10, Crozier worked in her father's advertising agency writing commercials, sending mailers, designing print ads and even hand modeling and acting in local commercials. Her slogans for retail clients include the jingle, "All we do is discount Toyotas, at Old Mill everyday," and "If you can't find what you're lookin' for on L Street, you better quit lookin'." More recently, Crozier has consulted with

national online enterprises creating strong online brands, websites and digital media campaigns, focusing on brand creation and cohesion, product marketing, customer CRM initiative and growth opportunities.

Media experience includes: radio, tv, outdoor, ambient, event, online, print, in-person and public relations, and creative communication. Crozier is a creative designer with a shrewd analytical side with stringent campaigns that deliver profits and results.

Crozier is heralded by fellow advertising professionals (see linkedin.com recommendations) as *“extremely knowledgeable of how to reach people and market in a way that drives incredible results.”* Paula, *“always has the best interest of her clients in mind and works tirelessly to ensure successful outcomes for them.”* and, *“In the ever competitive world of Ad Agencies Paula succeeded where most failed do to one trait....client focus! Her accounts are not just accounts, but “family”, she invests each dime of her clients as if it was her own. Tough, demanding, fair, all traits any client would want on their side of the table.”*

f. Language and Accessibility

Bidder must have experience with media production in both English and Spanish, and meeting accessibility requirements. Describe experience.

Bidder Response:

Ideologix Insights, LLC again is well placed to provide audio, video, print, social and event media production through its professional production partners. With an emphasis on media placement it will leverage its buys to include professional, well-known talent for on-air trustworthiness and integrity.

Partners could include various broadcast production teams, professional photographers specializing in product photography and professional models.

Accessibility through W3C Web standards and compliance will be met. Voter materials as required by law, will be written for both the English and Spanish native language target audience.

Various partner associations will aid in guidance to improve on user experience in these areas such as the Nebraska Commission for the Blind and Visually Impaired.

8. REPORTING

To ensure the taxpayer dollars are invested in advertising and marketing in an efficient, effective, and economic manner, bidder must have the capability to report on all metrics and analytics. Describe experience.

Bidder Response:

Ideogix Insights, LLC is a data analytics laboratory built on measuring unbiased results in real time. Quite frankly, we are a collection of data geeks! Our dedicated team of metric measurement analysts such as John Collard, EMBA, PMP, Nelson and Crozier are savvy at report creation, critical analysis and dynamically implementing decisions accordingly. Metrics will be measured, refined and reported from all measurable media on a scheduled deliverable with the client.

Ideogix Insights will provide brief reporting results at the weekly for recent activities.

Formal reporting will be concluded upon each campaign segment's completion within 10 business days.

Post election reporting will be provided within 20 business days.

9. WORK PLAN AND COMPLETION DATES

Provide a description of bidder's ability to provide deliverables by the completion dates in the Request for Proposal or provide an alternative schedule for deliverables, work plan items, and completion dates.

Bidder Response:

Ideogix Insights, LLC will achieve the deadlines as identified in the RFP. Heather Nelson, founder, is well versed and has proven capabilities in delivering objectives that are smart, measurable, obtainable and fiscally responsible.

No alternate schedule for deliverables, work plan items nor completion dates needed.

10. DRAFTING PROCESS, REWRITES AND EDITS

Describe your creative development process, process for obtaining approvals, appropriate timeline for approvals, and rewrites and edits, and how these fit into completion dates.

Bidder Response:

1.Creative Development Process

The creative process usually develops using these steps or processes:

1. Identify goal, outcome and solution to product/service initiatives.
 - a. Core client meetings discussing strategic plan and marketing plans
 - b. Identify key KPIs (*key performance indicators) goal setting
 - c. Identify and discuss key target audiences through brainstorming
 - d. Identify and discuss length of time needed to obtain goal/outcome
 - e. Discuss brand communication planning
 - f. Create initial budgeting parameters
2. Create brand and marketing plan
 - a. Identify marketing plan through competitive analysis
 - b. Identify branding guidelines for psychographic hot buttons to calls to action
 - c. Identify desired responses and benefits
 - d. Create communications/themes/slogans/values/missions/messaging
 - e. Identify target demographics and market areas
 - f. Brainstorm media messaging to key target audiences
3. Create advertising, public relations and marketing tactics
 - a. Create Media budgeting
 - b. Branding creative, messaging and communications initiatives
 - i. Logo creation, branding guidelines
 - ii. Landing pages, websites
 - iii. Social media posting schedules
 - iv. SEM/SEO initiatives/Ad words
 - v. Outdoor/broadcast/print/direct mail/ambient/POS/ Event mixes
 - c. Media positioning and strategies
 - d. Media channels research, targeted advertising areas based on demographics
 - e. Media procurement negotiating rates in buying
4. Create advertising flights, messaging (production)
 - a. Ad copy creation, press releases,
 - b. Budgeting of each media with demographic reach and saturation
 - c. Marketing mix generation
 - d. Booking confirmation of ad campaign flights, events, promotional materials, swag,
 - e. Production completion
5. Ad campaign fighting
 - a. Auditing of responses
 - b. Split A/B testing on landing pages, Social media campaigns
 - c. Reassigning mix based on KPIs responses
 - d. Tweaking/revisions of messaging
6. Review of ad campaign overhaul
 - a. Redefine marketing plan mix with available analytics
 - b. Refine KPI's -
 - c. Monitor audience acquisition and goal outcomes
 - d. Define key takeaways/ reassess brand.

2.Process for Obtaining Approvals on Edits/Revisions

Ideologix Insights utilizes technology to facilitate communication, collaboration and file transfer with the client to obtain feedback to support the revision and editing process (2 rounds per creative) while keeping everyone time on task. Examples of technology that may be used are Slack, Google Drive, Google Video

or Zoom or other as requested by The Secretary. Other technology tools used to support may be: Adobesign, Canva, Dropbox, Survey Monkey, Constant Contact, Wordpress, e-commerce Shopify, givebutter and Microsoft office and Google services.

3. Appropriate Timeline for Approval

The following guidelines will assist with keeping all parties time on task. If either party cannot make a deadline, it is requested for either party to please inform the other professionally and at earliest known point of challenge.

a) Reviews (Edits and Revisions): It is important to facilitate the review, revision and edit process timely. The process for obtaining approvals will involve the Secretary's Project Manager (or assigned personnel) to regularly review the communication system and follow up timely on notifications that new creatives are ready for review.

Ideologix Insights strives to have a 3 business day turn around on creatives that comprise less than 3 pages in length (on reviews coming from the client or new edits/revisions being delivered to (or /back to) the client). For larger items over this, it is targeted for all parties to work within a 4 business day turnaround. (not considering weekends or holidays). This timeframe is per level within the approval structure of The Secretary's office. (The RFP mentions several levels before final approval is achieved which is why the turnaround time is encouraged to be as expedient as possible on both ends of the process.)

Once the creative is in final format, the Project Manager (or designated person from The Secretary's office) will sign approval via Adobe signature signing. Communications and task planning are electronic via Slack platform channels and Adobesign and emails. Telephonic communication is key as are in-person planning and reporting meetings. We will develop weekly status calls/meetings/reporting once the marketing plan is approved and in place.

b)Planned Absence: If either party that is the primary leader of the contract (The Secretary's Project Manager or Ideologic Insight's Project Lead, Heather Nelson) will be out of office for a scheduled period of time beyond 1 day (2 or more days in duration), the other party(s) will be notified with a person's name to contact in lieu of during the absence, providing an estimated return date..

c)Unplanned Absence: If either party that is the primary leader of the contract (The Secretary's Project Manager or Ideologic Insight's Project Lead, Heather Nelson) will be out of office for an unscheduled period of time beyond 1 day (2 or more days in duration), the other party(s) will be notified with a person's name to contact in lieu of during the absence, providing an estimated return date, if known.

11. SAMPLES

Provide three samples of work in different media for which you are most proud. Describe bidder's role in the creation of each sample or project. If work was done by a subcontractor, clearly state the subcontractor. Attach samples or provide links to online samples.

Bidder Response:

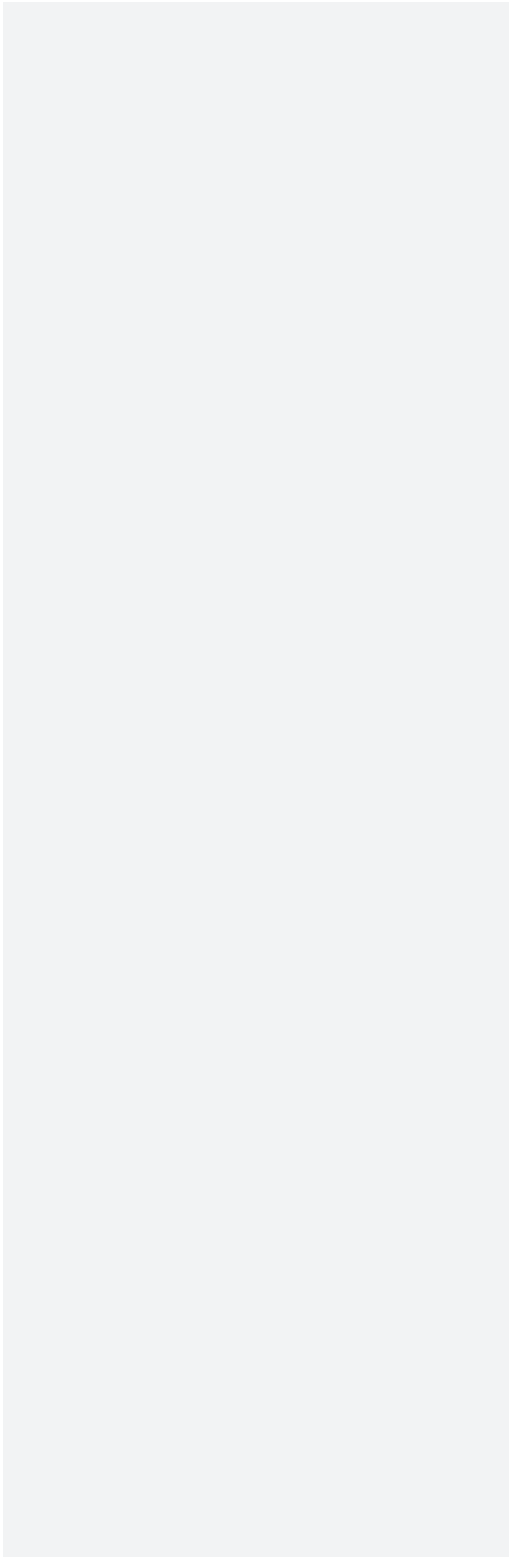
Note: Attached is a [portfolio via shared link](#):

1. Recently, after competitive and market analysis at Fashion Arts Collective, Crozier rewrote the website content to correctly identify the regional and national fashion industry constituency. Through her market research, Crozier identified a more targeted community demographic that aided the Fashion Arts Collective in procuring over \$70,000 in much needed grants to support educational technical skill acquisition for aspiring designers to become more competitive in pursuing professional goals. www.fashionartscollective.org

Fun fact: This year, African American Fashion designer Elda Doamepko, created a commissioned fashion gown for the Tony awards.

2. Acceleration KC, a pharmaceutical laboratory services company contracted with Crozier to develop its branding and trade show/event marketing communications. Crozier redeveloped and rewrote its brochures to include Japanese, Mandarin Chinese, Brazilian Portuguese, Italian, German, French, Spanish and English. Some examples are found in the attached portfolio.

 3. Crozier is most proud of her accomplishments in writing and creative. From Editor of her senior high school yearbook which won first place nationally for layout, design and content, to website design, layout and content, www.omahaseniorcare.org and www.fashionartscollective.org she is adept at writing from the brain and from the heart.
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6820 Z1 Cost Proposal

From: Ideologix Insights, LLC

MEDIA PLANNING		
	Total Fixed Cost (Initial Term)	
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$50,000.00	
2. Design of Public Awareness Campaign and Branding	\$125,000.00	
3. Other - Account Management	\$56,000.00	
4. Other - Reporting	\$40,000.00	
5. Street Team Staff (2 Teams each for General and Primary elections)	\$25,000.00	
MEDIA PRODUCTION		
1. Production of Education Materials for County Officials, Poll Workers, and State Agencies	Unit Cost (Initial Term)	Quantity Recommended*
a. Video Production (10-15 minutes of video content)	\$15,000 X 1	a.1 Educational Video
b. Print Media	\$200 X 800	b. Media Kit Contents: 800 units, \$160,000 total
c. Other - Attend Conference	\$10,000 X 1	c. Ideologix Attendance: travel, hotel, food
d. Other - Stakeholder Survey	\$10,000 X 1	d. Post Conference Survey of Attendees with Analysis
e. Other - Shipping	\$50 X 800	e. Media Kit Delivery: 800, \$40,000
2. Media Production of Public Awareness Campaign (Provide individual cost for each item)	Unit Cost (Initial Term)	Quantity Recommended*
a. Video/Television Production (15-30 seconds of video content)	\$2,000.00 X 8	8 versions (4 English, 4 Spanish): \$16,000 total
b. Audio Media Production (15-30 seconds of audio content)	\$350.00 X 8	8 versions (4 English, 4 Spanish): \$2,800
c. Print Media Production – Print Advertisement	\$0.50 X 35,000 \$0.33 X 4,000 \$500 X 6	35,000 brochures (8.5x11): \$17,500 4,000 posters (24x36): \$1,320 6 event banners: \$3,000 =\$21,820 total
d. Print Media Production – Direct Mail	\$0.26 X 70,000	2 mailings, 70,000 HH = \$18,000

6820 Z1 Cost Proposal

e. Outdoor or Out of Home Media Production	\$900 average unit X 20	20 (2Omaha, 2Lincoln, 1Scottsbluff, 1 1Norfolk, 1Columbus, 1Kearney, 1Grand Island, Santee Reservation, 10 community/towns): \$18,000 total
f. Digital Media and Social Media Production	\$125 X 48 \$500 X 4	48 graphic posts: \$6,000 total 4 OTT: 15 second ads streaming: \$2,000 total
g. Other - Media Management Services	\$2,500 X 14	per month for 14 months: \$35,000 total
3. Branding Toolkit (See RFP Section V.E.2.J)	\$10,000	
MEDIA BUYS		
1. Recommended Media Buys* (Budget for Initial Term)	\$475,000	

Bidder Name: Ideologix Insights, LLC

Bidder must complete the following cost proposal table. Costs provided must be fixed for the duration of the contract, except as otherwise provided in the following cost proposal tables. Bidder must provide the unit cost and the recommended quantity of each item; however actual quantities will be determined based upon the recommendations contained in the Strategic Marketing Plan. The total price shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, travel, and copies. Invoices should be submitted monthly during the term of the contract.

* The "Quantity Recommended" and "Recommended Media Buys" amounts will not be considered when evaluating cost. Quantity Recommended should also be provided as part of the Proposed Development Approach in Attachment A.

6820 Z1 Cost Proposal

Bidder Name: Ideologix Insights, LLC

Bidder must complete the following cost proposal table. Costs provided must be fixed for the duration of the renewal period of the contract. These services are not guaranteed and would be used on an as needed basis.

Ongoing Media Production	Optional Renewal 1 (Unit Cost)	Optional Renewal 2 (Unit Cost)	Optional Renewal 3 (Unit Cost)	Optional Renewal 4 (Unit Cost)
Video/Television Production (15-30 seconds of video content)	\$2,000	\$2,000	\$2,000	\$2,000
Video Production (10-15 minutes of video content)	\$10,000	\$10,000	\$10,000	\$10,000
Audio Media Production (15-30 seconds of audio content)	\$350	\$350	\$350	\$350
Print Media Production – Print Advertisement	\$0.50 X 35,000 \$0.33 X 4,000 \$500 X 6	\$0.50 X 35,000 \$0.33 X 4,000 \$500 X 6	\$0.50 X 35,000 \$0.33 X 4,000 \$500 X 6	\$0.50 X 35,000 \$0.33 X 4,000 \$500 X 6
Print Media Production – Direct Mail	\$0.26 X 70,000	\$0.26 X 70,000	\$0.26 X 70,000	\$0.26 X 70,000
Outdoor or Out of Home Media Production	\$900 average unit X 20	\$900 average unit X 20	\$900 average unit X 20	\$900 average unit X 20
Digital Media and Social Media Production	\$125 X 48 \$500 X 4	\$125 X 48 \$500 X 4	\$125 X 48 \$500 X 4	\$125 X 48 \$500 X 4
Other (Please Specify) Media Management Services	\$2,500 X 14	\$2,500 X 14	\$2,500 X 14	\$2,500 X 14

6820 Z1 Cost Proposal

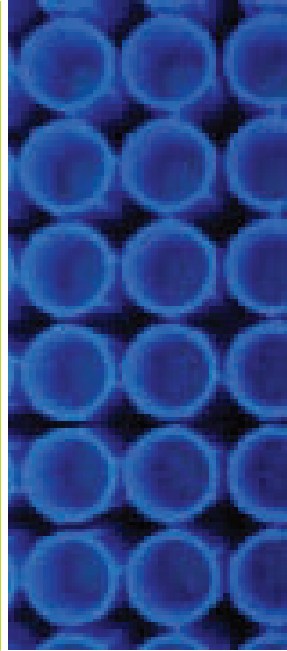
Bidder Name: Ideologix Insights, LLC

Bidder must complete the following cost proposal table. This cost proposal table includes hourly rates for services requested by the Secretary of State's Office outside of the Initial Term of the contract. Hourly rates provided will be fixed for the duration of the contract. These services are not guaranteed and would be used on an as needed basis.

Services	Hourly Rates			
	Optional Renewal 1	Optional Renewal 2	Optional Renewal 3	Optional Renewal 4
Copywriting	\$75.00	\$75.00	\$75.00	\$75.00
Creative Services	\$125.00	\$125.00	\$125.00	\$125.00
Graphic Design	\$75.00	\$75.00	\$75.00	\$75.00
Illustration	\$85.00	\$85.00	\$85.00	\$85.00
Audio Editing	\$50.00	\$50.00	\$50.00	\$50.00
Consulting	\$185.00	\$185.00	\$185.00	\$185.00
Video Still Photography	\$85.00	\$85.00	\$85.00	\$85.00
Strategic Planning	\$150.00	\$150.00	\$150.00	\$150.00
Video Motion Graphics	\$125.00	\$125.00	\$125.00	\$125.00
Video Editing & Scoring	\$85.00	\$85.00	\$85.00	\$85.00
Video Shooting	\$125.00	\$125.00	\$125.00	\$125.00
Other (Please specify) Language Translation	\$25.00	\$25.00	\$25.00	\$25.00

Acceleration

Laboratory Services, Inc.



Acceleration Laboratory Services
2634 NE Haan Rd. • Lee's Summit, Missouri 64064, États-Unis
(+1) 816.525.1150 téléphone • (+1) 816.525.1151 fax
www.AccelerationKC.com



Acceleration Laboratory Services est un organisme contractuel de recherche clinique (contract research organization, CRO) inspecté par la FDA, basé dans l'agglomération de Kansas City. Nos associés, professionnels accomplis, apportent leurs connaissances de pointe et leur attention au détail — ainsi qu'une solide compétence en sciences et une perspective analytique — pour parvenir à des résultats de qualité à toutes les étapes du développement du médicament.

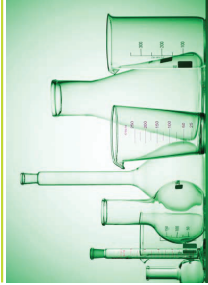
Acceleration est au service de clients de toutes tailles, dans les secteurs de la pharmacie de la santé animale, des autres sciences de la vie, ainsi que des aliments/boissons. **Acceleration** offre des services analytiques à chaque phase du processus de développement, y compris une évaluation de la chimie, de la sécurité et de la stabilité, jusqu'au conditionnement, à l'étiquetage, au stockage et à l'expédition du produit. Notre objectif ultime : veiller à ce que le produit qui parvient au consommateur soit bien caractérisé et ait bénéficié d'une évaluation aussi précise que possible.

Des associés faisant preuve d'expérience et de jugement

Les associés d'**Acceleration**, ayant tous plus de 10 ans d'expérience dans le domaine, offrent à nos clients des services de niveau supérieur. Tous les associés d'**Acceleration** sont des professionnels diplômés. Avec un taux de rotation des associés bien plus bas que dans la plupart des autres CRO, les clients profitent de la stabilité et de la cohérence, avec un impact direct sur la qualité.

Chez **Acceleration Laboratory Services**, notre principe premier et fondamental est « les personnes avant tout ». Toute notre entreprise est fondée sur ce principe, et nous restons fidèles à l'idée que les personnes sont ce qui compte le plus. Nos associés sont à la fois à la pointe de la technique et orientés vers le client ; ils savent que la qualité ne se mesure pas seulement à la précision des résultats. Un vrai produit de qualité doit être livré en temps voulu, être précis, et correspondre aux attentes du client, voire les surpasser.

Notre objectif est de faire de chaque proposition — chaque projet — une initiative réussie, à la fois pour nos clients et pour nous-mêmes.



La qualité est primordiale. Le service est supérieur.

Services de qualité

Acceleration fournit des données et informations complètes, à jour et personnalisées sur le développement du produit, les méthodes analytiques, le test et la mise sur le marché de produits pharmaceutiques, mais aussi d'autres types de produits. Nous fournissons des services de test pour toute une gamme d'entreprises du secteur des sciences de la vie, grandes ou petites, y compris des entreprises virtuelles.

Nous proposons également des solutions spécialisées pour répondre à vos besoins particuliers.

Au cœur des compétences d'Acceleration :

- Les services de chimie analytique
- Les services de production
- Les services de conditionnement et d'étiquetage
- Les services de stockage et distribution
- Les solutions personnalisées

Chimie analytique

- Développement/Validation/Transfert de méthodes analytiques
- Dosage des impuretés apparentées, molécules chirales
- Études de désagrégation forcée
- Solvants résiduels
- CLHP, UPLC, CG, Dissolution, C/JMS, IR, KF, etc.
- Qualification d'échantillons de référence
- Remédiation ou optimisation de la méthode
- Rapport de Développement/Validation (approprié pour les « rapports express » lors des dépôts réglementaires)

Test de libération

- Substances actives
- Médicaments (la plupart des formes galéniques)

- Batterie de tests standard
- Contrôles pour pharmacopées (USP, EP, & JP)
- Excipients (Soutien à la qualification de sous-traitants)
- Production de Certificats d'analyse

Tests de stabilité

- Substances actives
- Médicaments
- ICH (5°C, 25°C/60 % RH, 30°C/65 % RH, 40°C/75 % RH)
- ICH Photostabilité (Options 1 & 2)
- Conditions particulières (-20°C, 50°C/75 % RH, ou selon les besoins du client)
- Études de cycles de températures
- Chambres intégralement validées - Surveillées 24h/24-7/7

Capacités supplémentaires

- Alimentation électrique sans interruption
- Protocoles
- Rapports prêts pour dépôt de dossier
- Substances contrôlées (Calendriers de la DEA [Drug Enforcement Agency] I – V)
- Manipulation de composés puissants
- Tests BPF d'échantillons en routine
- Subdivision et distribution de l'étalon de référence
- Études de comparabilité
- Validation du nettoyage
- Préparation de solutions au dosage BPL
- Analyse de solutions au dosage BPL
- Études de stabilité BPL
- Soutien en CMC
- Conseils en CMC
- Intégrité des conditionnements

Tests microbiologiques

- Endotoxine bactérienne USP <85>-USP <61> et <62>
- Biocharge/Limites microbiologiques

- Efficacité antimicrobienne USP <51>
- Stérilité USP <71>
- Test de l'eau de qualité pharmaceutique

Services de production

- Fournitures cliniques pour fabrication conforme aux BPF Phase I & II
- Poudre en gélule
- Poudre en floc
- Aliquotage/Subdivision

Conditionnement/étiquetage cliniques

- Primaire – Gélules/Comprimés en bouillies
- Secondaire – Conditionnement, étiquetage
- Distribution

Stockage et distribution

- Entrepôt BPF – Stockage, inventaire, atiquotage et distribution mondiale
- Substances actives
- Médicaments (en conditionnements primaires et kits)
- Excipients

Acceleration vous donne...

Acceleration vous aide à accélérer votre développement par :

La qualité optimale

- Inspectée par la FDA
- BPF/BPL
- Formation intensive en laboratoire
- Formation intensive aux SOP
- Contrôlée par un audit indépendant

La rapidité

- Nous travaillons avec le client pour respecter les délais
- Service spécial d'urgence

Une tarification créative

- Réductions possibles pour les gros volumes de travail
- Réductions possibles en cas de travail garanti
- Contrats ETP possibles



THE KÜL
Factory

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

IDEOLOGIX INSIGHTS, LLC

was duly formed under the laws of Nebraska on August 8, 2023;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

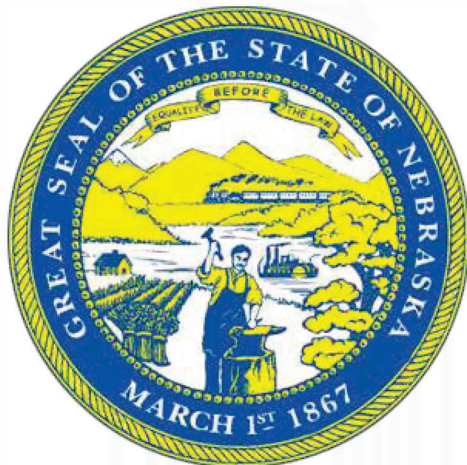
a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

September 20, 2023



A handwritten signature in black ink, reading "Robert B. Evnen".

Secretary of State