

**RESPONSE TO REQUEST FOR
PROPOSAL 6820 Z1:**

MARKETING SERVICES FOR STATEWIDE PUBLIC EDUCATION CAMPAIGN ON VOTER IDENTIFICATION

09.27.2023



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**BOZ
ELL**



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

– Peter Drucker

Thank you for the opportunity.

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

Jackie Miller, CMO & Owner

Bozell | 407 N 117th St., Lower Level, Suite B | Omaha, NE 68102

jmiller@bozell.com

402.965.4391

REQUEST FOR PROPOSAL FORMS

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

1. CORPORATE OVERVIEW

A. CONTRACTOR IDENTIFICATION AND INFORMATION

Bozell & Jacobs LLC., dba. Bozell
407 N 117th Street
Lower Level, Suite B
Omaha, NE 68154
402.965.4300

Bozell is an LLC that was originally incorporated with the state of Nebraska in 1921. Throughout our 102-year history, Bozell has seen many changes:

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

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

certification, as well as our Small Business certification, in Appendix C.

B. FINANCIAL STATEMENTS

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

C. CHANGE OF OWNERSHIP

For more than 20 years, Robin Donovan and Kim Mickelsen have been owners of Bozell. Seven years ago, they started the succession planning process and brought in Jackie Miller as the lynchpin. In November of 2022, Bozell added long-time employees Laura and Andy Spaulding to the ownership team. Over the next couple of years, Robin and Kim will work toward retirement while Jackie, Laura and Andy will remain.

D. OFFICE LOCATION

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

E. RELATIONSHIPS WITH THE STATE

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

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

F. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

G. CONTRACT PERFORMANCE

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

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Work listed in this section was completed by Bozell serving as the primary contractor.

529 COLLEGE SAVINGS PLANS

Time period: 2018–2020

Reference: Betty Lochner

360.951.1691

betty@cornerstone-ct.com

Together with 27 states, we helped launch a national awareness campaign for 529 College Savings Plans—state-backed programs that help families from all walks of life save for higher education.

Total student debt in the U.S. has climbed to more than \$1.5 trillion. Yet most of the national conversation surrounds debt forgiveness and the rising costs of education, rather than preventing debt in the first place. Our goal was to help tackle this crisis for future generations.

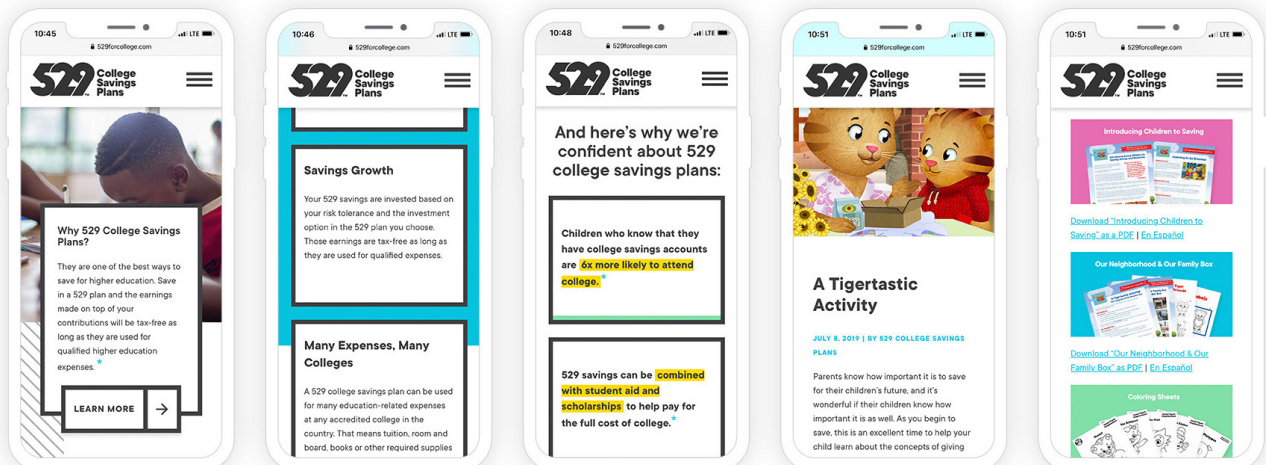
529 COLLEGE SAVINGS PLANS cont.

We began by developing the logo, brand, look and feel for the campaign. Then to help drive awareness across the country, we collaborated with Fred Rogers Productions – creator of Mister Rogers’ Neighborhood and, more recently, Daniel Tiger’s Neighborhood. Dedicated to making the world a better place for future generations, it was the perfect partner for the campaign.



As a Fred Rogers Productions underwriter, we were given 15 nation-wide recognition spots before and after every episode of Daniel Tiger’s Neighborhood.

In addition to the TV spots, we created a new microsite, 529forCollege.com, which communicated our mission and served as a content hub with custom articles, stories and testimonials. It also housed custom content created by Fred Rogers Productions.



We combined national PR and social media efforts with local and regional efforts from each contributing partner through the use of a toolkit, which contained videos, photography, sample layouts and talking points.

529 COLLEGE SAVINGS PLANS cont.

We launched the campaign on March 4, 2019, with national and local PR alongside the TV spots, microsite and social media. In the first week alone, we generated press valuing the equivalent of 3% of our total 18-month ad buy, and we increased social media engagements by 580% over the previous week.

Over the course of the entire campaign – which ended on September 18, 2020 – we garnered 191.4M impressions through our partnership with Fred Rogers Productions. Our social media efforts amassed more than 976,000 impressions, and we saw significant increases in followers and engagement compared to pre-campaign. Our microsite has had more than 40,000 unique visitors, and we received hundreds of PR mentions, including high-profile mentions from publications such as New York Times, Forbes and CNBC, which reached an estimated ad value of more than \$210,000.



Most importantly, after our 18-month campaign, we saw an increase in awareness and use of 529s. Based on our primary research:

- Awareness of 529 plans increased by 40%, from 32% to 45% (goal was 42%).
- Connection of 529 plans to education increased by 54%, from 22% to 34% (goal was 32%).
- Use of a 529 plan to save increased by 33%, from 12% to 16% (goal was 15%).
- The total amount saved in 529s increased at a record amount at 19% in 2019.

NEBRASKA PUBLIC POWER DISTRICT

Time period: 2018–current

Reference: Scott Margheim

402-563-5991

samargh@nppd.com

Bozell has partnered with NPPD for five years. Over that course of time, we’ve come to understand the NPPD brand and business objectives, and we’ve generated numerous successful campaigns. Here are a few recent initiatives.

In 2019, we rolled out a large, two-phased brand campaign – the first focusing on flood relief and the second touting the new tagline, “Powering Your Everyday, Every Day.” Both phases included radio, digital, TV and print.



In 2021, NPPD consulted Bozell with the naming of its Time of Use program, now known as RateWise. That same year, Bozell wrote radio spots that talked to the pillars of public power – low costs, local control, high reliability, a focus on community, and environmental stewardship.

NEBRASKA PUBLIC POWER DISTRICT CONT.

For Public Power Month in 2022, we developed the Uniquely Nebraskan social media campaign, where we put together a toolkit for all of NPPD’s public utility partners to engage with their customers and promote the positives of being publicly powered. This toolkit included a press release and talking points, campaign logo, graphics and copy for their websites, graphics and copy for their social posts, a T-shirt design (for giveaways), a tactical timeline, and a template for contest rules.



Also in 2022, in an effort to minimize powerline-related incidents involving farm equipment, we created an ag-safety campaign. This included radio, print and digital ads.



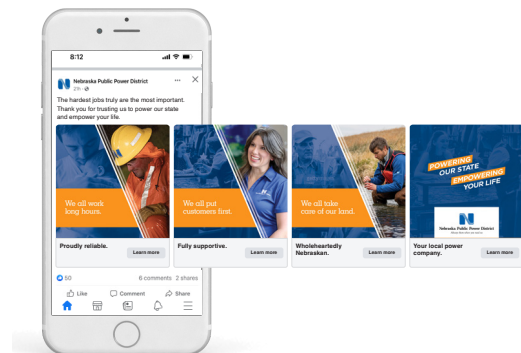
NEBRASKA PUBLIC POWER DISTRICT CONT.

Most recently, however, the Bozell team completed a massive discovery initiative, falling on the tail end of the internal “Power of People” campaign. This discovery began at the beginning of 2023 and included nearly a dozen stakeholder interviews, an industry and competitive analysis, a communications audit, and more. Armed with newfound insights, we produced a go-to-market strategy and brand approach that would set up NPPD as a confident leader in the industry and aptly take them into the future of energy.

For the brand approach, we updated tone, key messaging and design. While NPPD has traditionally taken more of a backseat, “there when you need us approach,” the new tone and look puts the dedicated, supportive, knowledgeable, innovative NPPD employees at the forefront more. From there, the new tagline, “Powering Our State. Empowering Our People.” was born. (Altered per audience for relevancy.)

With this new brand approach in place, the go-to-market strategy included:

- An HR campaign, which included native articles, social ads and display ads, as well as an SEO-rich update to the NPPD careers page.
- An umbrella campaign, which included print, digital, radio and TV ads and showcased NPPD’s commitment to the state of Nebraska.
- A beneficial electrification campaign, which included radio, print and digital ads and highlighted NPPD’s energy-efficiency incentives.
- A retail campaign, which included radio, print and digital ads and highlighted the community involvement of NPPD and its affiliates.



MAKE-A-WISH NEBRASKA

Time period: 2014–current

Reference: Brigitte Young

402.333.8999

byoung@nebraska.wish.org

Make-A-Wish Nebraska was founded in 1983 to grant the life-changing wishes of children with critical illnesses. Serving as their agency since 2014, we have helped them with numerous campaigns and events to build awareness and, ultimately, grant more wishes. Below are just two examples of that work.



Let a Wish Begin with You

Nebraskans will do just about anything possible to help someone in need, especially a child who has been diagnosed with a life-threatening illness. And there's really no better way to convey the true joy of a wish than to see it in person. So, in an effort to help drive awareness and engagement in Nebraska, we needed people to get involved.

Phase 1 of the campaign focused on getting people to a live wish granting, which was promoted on Facebook and through Seward and nearby community media stations. And it worked. Hundreds of supporters joined the event where Prince Charming informed 5-year-old Karis that she was going to Disney World.

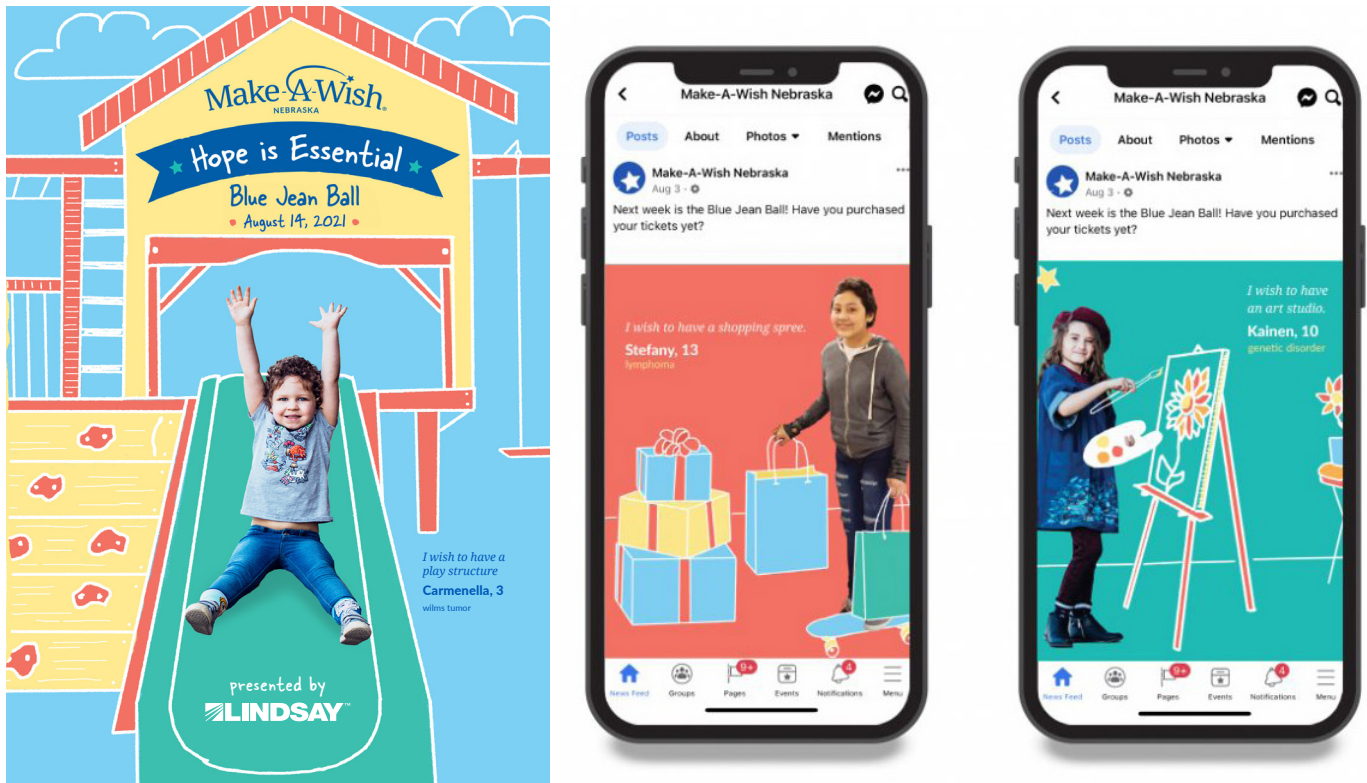
With photos and video footage from Karis' parade, Phase 2 began. TV, radio, digital and print ads, as well as social posts, were created to share the event and the Make-A-Wish mission.

By all accounts, the campaign was a huge success. It gathered a whopping 18.8M total impressions, reaching 69 percent of the state with an average frequency of 14 in just four weeks. And this was all on a negotiated 6:1 match from paid media.

MAKE-A-WISH NEBRASKA CONT.

2021 Blue Jean Ball

Because of COVID-19, travel wishes went on pause in March of 2020. Our approach to the 2021 Blue Jean Ball theme needed to debunk the idea that all wishes were paused due to COVID-19. We needed to make it very clear that there are always wish kids patiently waiting for their in-town wishes to come true.



We went with the theme “Hope is Essential,” along with the added message that “wishes are waiting.” Visually, this concept featured kids who have in-town wishes that Make-A-Wish could grant, despite restrictions – play structures, shopping sprees, campers, etc. This creative extended to a mailed save-the-date, a mailed invite, social posts and emails.

During the event, Make-A-Wish played two videos that we produced. The first told the story of wish kid Aspen who has dealt with cancer and wanted nothing more than a playhouse for her and her chickens. The second video included a compilation of wish kids who are currently waiting for their wishes to come true, as well as a quick glimpse of James’ wish reveal – receiving a camper for him and his family.

The evening was a huge success. We helped Make-A-Wish Nebraska raise a record-breaking \$430,000! Which was a 34% increase from 2020, and a 23% increase from 2019.

I. PROPOSED PERSONNEL / MANAGEMENT APPROACH

Your core team will be led by two of our owners, Jackie Miller and Laura Spaulding. They will be supported by a senior account executive, as well as a project manager, who will be your primary contacts. Your core team will also include creative director Kerrey Lubbe, head of paid media David Adelman, and director of PR, social media and content Jim Minge. All Bozell marketing professionals, including those in strategy and analytics, creative, public relations, social media, media planning and buying, and production are available to the core team at all times. They are brought into projects on an as-needed basis. Below are the bios of individuals we believe will be key team members.



Jackie Miller, CMO & Owner

Jackie joined Bozell in 2015 as CMO and has nearly 20 years of agency experience, including communication, project, digital and operations management. She has worked with national brands such as Warner Brothers, Union Pacific, Lifetime and Subway. Today, Jackie leads new business initiatives as well as strategy and initiatives for several clients, including INTRUST Bank, Nebraska Public Power District and Omaha's Henry Doorly Zoo & Aquarium.

Degree:

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

References:

Philip Bohn, philip.bohn@gmail.com, 917.744.5217

Melissa Libner, mellibs77@yahoo.com, 917.283.5273

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



Laura Spaulding, Director of Corporate Communications & Owner

Laura joined Bozell in 2006 and has nearly 20 years of marketing strategy and account service experience. She has worked in a variety of industries including retail, nonprofit, and events and entertainment. Today, she oversees the account service team and leads strategy on several accounts including Omaha Public Power District, Make-A-Wish Nebraska, NCAA Men's College World Series, Platte River Power Authority and more.

Degrees:

Creighton University – Bachelor of Arts, Journalism: Advertising and PR with a Certificate of Business

Creighton University – Masters of Business Administration

Certificate:

University of South Florida – Diversity, Equity and Inclusion in the Workplace Certificate

References:

Amanda Sullivan, amanda@sierrainteractive.com, 402.676.2424

Dan Morrissey, dansjag@gmail.com 402.677.9360

Rachel Boshart, rachbossdesign@gmail.com, 402.297.0006



Kerrey Lubbe, Creative Director

Kerrey joined Bozell in 2011 and has nearly 20 years of marketing experience writing and producing effective advertising for clients in a variety of industries that include energy, retail, healthcare, nonprofits and more. Today, she currently leads the creative strategies and executions for several of Bozell's clients, including Make-A-Wish Nebraska, Omaha Public Power District, Nebraska Public Power District, Siprocal and Platte River Power Authority.

Degree:

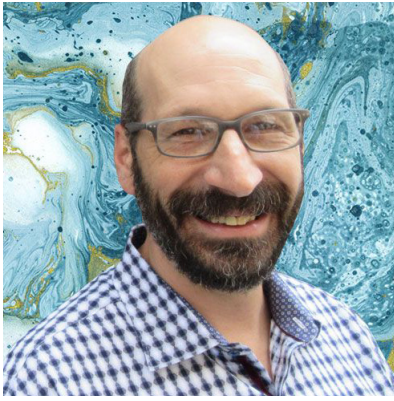
University of Kansas – Bachelor of Science, Journalism: Strategic Communication with a minor in English

References:

Rod Coleman, rodiqusecoleman@gmail.com, 605.545.5765

Carrie Lessard, hello@carriemakes.com, 402.981.5506

Jeff Hinchcliff, jhinchcliff@hhautomotive.com, 402.596.2743



David Adelman, Head of Paid Media

David has more than 30 years of marketing and paid media experience. Over the years, he has held management positions at Initiative Media, TN Media, DMB&B/MediaVest, Schering-Plough, McCann and Saatchi. Today, he leads our paid media strategy, planning and buying for all of our clients including INTRUST Bank, Nebraska Public Power District, NebraskaLand Bank and more.

Degree:

Baruch College – Bachelor of Business Administration, Marketing with Advertising Specialization

References:

Paul Silverman, psilverman@ANA.net, 646.708.8106

Angelina Eng, angelina@iab.com, 646.543.7890

Richard Murphy, RMurphy@bpaww.com, 203.447.2804



Jim Minge, Director of PR, Social and Content

Jim joined Bozell in 2016 with more than 20 years of experience writing and developing content for a variety of clients and publications, including the Omaha World-Herald, Omaha Steaks and The Omaha Dispatch, a local entertainment newsletter. Jim currently leads the strategy, concepts and execution of communications plans for all of our clients, including Siprocal, INTRUST Bank, NCAA Men's College World Series and more.

Degree:

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

References:

David Crum, david@nebraskalegalgroup.com, 402.509.7033

Andy Arkfeld, andy@arkfeldinc.com, 402.933.1970

Jim McKernan, jim.mckernan@wowt.com, 402.346.6666

J. SUBCONTRACTORS

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

A ATTACHMENT A: Technical Approach

Attachment A - Technical Approach
Request for Proposal Number 6820 Z1

Bidder Name: BOZELL

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.
<p>Bidder Response:</p> <p>In June of 2023, LB514 was signed into law and established voter identification requirements. The initial election where these new voter ID requirements are first assessed will be May 14, 2024. As the first election with the new Voter ID requirements approaches, Bozell recommends a public education campaign to ensure voters 1) understand the new requirements and 2) take action, if needed, to ensure they can participate. In addition to the public education campaign, Bozell also recommends training materials for poll workers and other county officials. This will ensure 1) the voter experience is consistent and 2) the flow of the new requirements won't disrupt the hard-working poll workers from keeping our right to vote free and fair.</p> <p>Goals of the campaign:</p> <ul style="list-style-type: none">• Awareness<ul style="list-style-type: none">○ Introduce the new Voter ID requirement to those of voting age.○ Manage perception for ease and security.• Engagement<ul style="list-style-type: none">○ Build an understanding of what the new requirement entails through time spent with our messaging.• Conversion<ul style="list-style-type: none">○ Ensure voter participation doesn't decline and voters have a positive experience at the polls.
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:

Fiduciary responsibility is part of our core values. We treat our clients' money as if it was our own, and we firmly believe in "no surprises." We have found that our new membership platform (outlined in the proprietary information section) enhances our objective of solid, strategic work that produces results for our clients.

Typically, for a 10-month campaign (mid-January through election day), we would recommend three versions of each creative execution. This will help combat creative fatigue. However, with our membership platform, we can pivot to update or add additional deliverables as needed, without increasing your flat monthly rate. For example, if we find that the creative is hitting fatigue within the marketplace, we can simply reprioritize updating the assets as needed. Or, if A/B testing shows that one digital ad is outperforming another, we can create a new ad that aligns with the one producing better results – all without increasing your anticipated agency fees.

In some instances, marketing costs may fall outside of our monthly fee. These include instances like purchasing fonts, music and imagery, utilizing printing services, hiring videographers, production teams and talent for video/audio shoots, etc. Following our concepting phase, we will work with you beforehand to make you aware of all costs and receive your written approval before moving forward with any agreements. These costs will be billed to you as a "passthrough," with absolutely no markup from Bozell.

During our media process, we will develop a paid media strategy that includes a breakdown of media buys by media type, utilizing your approved budget. Based on our years of experience, for a 10-month, statewide, general awareness campaign, we would recommend a paid media budget of \$500,000–\$750,000 (gross). However, this can be flexible, and we understand how to adjust for available budgets. With our membership platform, we offer a discounted commission rate of 10%, which means more of your dollars go toward the actual media buy.

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:

A successful media strategy is a measurable, concise, decision-making structure that directs you toward the most effective way to leverage media in order to reach your business goals. Let's break that down:

- **Measurable:** We cannot manage our media if it is not measured. Every successful strategy must include a clear measurement plan.
- **Concise:** A good strategy should be simple and clear. Identify the goal, outline the path and provide a stable foundation upon which we can operate.
- **Decision-making structure:** A good strategy does not list every step needed to reach a goal. Rather, it clarifies boundaries and provides guidance when problems arise.
- **Most effective way to leverage media:** Media choices can be overwhelming. Your strategy should help avoid distractions and determine the most effective tactic.
- **Reach your business goals:** A strategy doesn't work without a business goal. You need to work toward a specific, tangible objective that will positively affect business.

Bozell recommends buying paid media on an upfront basis. This allows for research and planning to find the right placements, so we can meet our audience where they are, at the right time, with the right message. Buying media upfront provides added benefits:

- Reduced cost of media inventory inflation.
- Increased reach, frequency or impact through negotiated added value.
- Secure inventory, especially during a year with a presidential election and the 2024 Summer Olympics.

With that in mind, we would begin with audience insights and discovery, then develop a customized plan to meet your audience in the right place, at the right time, with the right message.

Awareness Media

- Video is the best channel for storytelling and shaping perceptions. This could include pre-roll, TV, connected TV, social video, etc.
- Audio provides supplemental brand awareness and frequency reinforcement of key messages in self-selecting environments. This could include radio, streaming audio, podcasts, etc.
- Print and Out-of-Home provide a local perspective to improve community building and continuity of messaging.

Engagement Media

- Native allows for long-form communications in both paid and non-paid, giving more space and room to ensure the audience understands the requirements and actions, if any, they must take. This could include social, news/print, influencer and programmatic.
- Paid social improves the Voter ID position as part of our ongoing civic duty and arms advocates to syndicate the message.
- Display advertising provides an opportunity for increasing visits to the website among those seeking more information. This could be DSP, publisher direct, local and national news, etc. – all leveraging intent and content targeting to be relevant.

Conversion Media

- Paid search ensures we capture those who may have heard about the Voter ID requirement but are unsure where to go for accurate information. This would be Google and Bing.
- Retargeting display advertising provides an opportunity for increasing visits to the website, among those seeking further information who hadn't clicked before.

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:

Bozell has had decades of experience working in highly regulated industries. We know that creative needs to not only stand apart from the “sea of sameness” but also solve for our audience’s dwindling attention span. To do this, we need to focus on why the audience needs this information and share that in a true, ownable way for the state.

At Bozell, we’re not just creative for creative’s sake. Everything we do is rooted in insights and strategy. Before “the creative process” even begins, we help identify the challenges your business is facing. Then, we get the whys behind your customers’ behaviors. Then, armed with all these insights, we create purposeful advertising that’s as smart as it is creative.

Creative Process

1. **Kickoff:** It all starts with the holy grail: the creative brief. This acts as a compass, helping us find our way to the root of your business problems, as well as the key factors that will help shape the overall creative strategy.
2. **Immerse:** Next, we take a deep dive into your business and your target market. We collect insights using our [Smartargeting®](#) process and secondary research to help us determine who your audience is and why they do what they do.
3. **Strategize & Validate:** Here’s where we develop creative solutions that stem from the strong insights we’ve uncovered. We communicate with all departments to produce strategic marketing that is integrated across all channels, ensuring that we deliver the right message and creative at the right time, in the right place. This relevancy breaks through the clutter and helps your brand stand out. We then validate our ideas with testing, so we can gather outside perspective and make it even better.
4. **Execute & Assess:** At this point, it’s time to put our integrated marketing campaign out into the world, directly in front of your audience. And we continue to review how everything is working, making optimizations as needed along the way.

Below are just a few of examples of how we’ve put this process to work.

Omaha’s Henry Doorly Zoo & Aquarium – Zoo More Good

The Zoo’s annual membership campaign typically focused on new exhibits or the family-friendly experience. However, with environmental threats looming around the planet, the Zoo wanted to bring their conservation efforts to the forefront of the conversation, encouraging their audience to get involved and showing how everyone can have a positive impact.

Environmental or conservation-focused communication can easily become gloomy or seem too big for one person to make a difference. Which is the opposite of what’s needed in a place known for intrigue and wonderment. So, the challenge was to create a zoo-centric message that was positive.

Thus, Zoo More Good was born. Combined with vivid illustration, it happily describes zoo-sponsored conservation that is understood by both adults and children. The Bozell team also maximized the campaign budget by creating one key visual and then repurposing it for multiple components. From posters to TV, banners and digital, the idea easily integrated into every media platform.

The campaign not only outperformed industry benchmarks for clicks and click-through rates, but it had great engagement on social media and helped the Zoo meet their aggressive membership goals.

Full case study here: <https://bozell.com/work/omahas-henry-doorly-zoo-zoo-more-good/>

FNBO – Paymaker

Using a video to help simplify information is one of our specialties – proven true by this First National Bank of Omaha Paymaker video. Working hand in hand with the creative team, our animator brought to life the pages of client-approved storyboards, worked through hundreds of keyframes and unique motion graphics, and developed a two-minute video that easily explains the product and keeps the viewer entertained. All within a tight timeline, too.

Video here: <https://player.vimeo.com/video/425564117>

OPPD – Net Metering

As more and more customers were beginning to generate solar power, OPPD needed a quick and simplified solution for explaining their net metering process and how that would affect the customer's monthly bill. Our creative team shaped the story and designed each frame, and our animator brought it to life.

Video here: <https://player.vimeo.com/video/768658261>

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:

Bozell has more than 100 years of experience building brands from the inside out. We have developed brand guides and campaign toolkits to help the key message syndication and impact of awareness.

For example, for 529 College Savings Plans Network, Bozell worked to align stakeholders, including state treasurers and plan administrators, to build the national brand, all while individual plans continued to market directly. We developed a detailed brand guide with co-branding and identified specific use-cases. We also provided a toolkit with areas for their logo placement. Along with the toolkit, we shared an editorial calendar with pre-designed and developed content they could use on their own social channels, at events and for local activations. This allowed the overall brand to be developed at a national level and activated/grown from various individual plans. Ultimately, most consumers aware of 529s were wealthy and white, looking for a tax break. We needed to educate the entire public and show how even a little savings can go a long way toward eliminating debt for the next generation. This bottom-up-and-top-down approach helped us be more inclusive and lift not only awareness but engagement and conversion, as well.

Full case study here: <https://bozell.com/work/529-college-savings-plans-for-their-future/>

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:

Our unique membership approach to building client relationships has allowed us to serve as an extension of your team and gives us a chance to collaborate for the most-effective, on-time and on-budget campaign execution.

Availability

Bozell and its members will agree upon a consistent cadence and regularity for their communication. Bozell expects its employees to be available between regular business hours, from 8 a.m. to 5 p.m. CST, Monday through Friday (excluding holidays).

Bozell members are encouraged to reach out to Bozell professionals to ask questions, share ideas and, otherwise, communicate during those business hours. Bozell professionals will work with members to identify priority projects and needs as they come.

We understand that marketing needs can be urgent. As your partner, we will handle crises and rush projects on an individual basis and do as much as we can to find a solution based upon your business needs. These will be prioritized based upon their impact to the business objective. We will then schedule a post-mortem after the situation to identify ways to mitigate crisis in the future.

Collaboration

Bozell members and professionals will meet for regular brainstorms to ideate around business and marketing problems faced by members. Bozell members will be invited to quarterly Member Meetups, which are exclusive to Bozell members and will include idea-sharing presentations, brainstorms and discussions with other like-minded marketers from a variety of industries.

Accountability

Bozell members and professionals will agree upon key performance indicators (KPIs) before a campaign begins and work together to meet those. We will provide regular comprehensive reporting to analyze performance toward marketing and business goals. Our reports are more than just paid media reports. We work with you to review business results and analyze the impact of all of our omnichannel marketing efforts against them. And then we optimize accordingly, based on your feedback.

Roles

As a Bozell member, you will have open access to our full team of professionals. However, you will also have a handful of key people to turn to for regular check-ins and quick questions or brainstorms.

Account Executives (AEs): Bozell AEs are experts at identifying how Bozell can use its resources to best fit your business needs. Your AE will be your go-to person, and you'll have regular meetings to keep communication open and clear.

Project Managers: Bozell PMs are focused on ensuring that projects are completed efficiently and effectively. They work closely with the AE to ensure our processes are clean and clear. They make sure deadlines are hit, needs are met, and objectives are achieved.

Communications Team: Our communications team includes professionals across Paid, Earned, Shared and Owned media. These people are media buyers, social media strategists, public relations experts and content creators. They work closely with the AEs and PMs to meet your business priorities through smart, effective communication. These folks will join in on meetings and will often work closely with you on specific projects.

Creative and Digital Team: Our creative team includes professionals who bring your message and media to life. They include our creative directors, web developers, copywriters, motion designers, graphic designers and art directors. Like the communication team, they will join meetings and work closely with you on creative and digital projects.

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.

Bidder Response:

Having worked in the utility, financial and insurance industries for more than 100 years, Bozell understands highly regulated industries. From fair lending laws to ADA compliance and requirements, we have the experience to handle even the most complex requirements. And rather than viewing these constraints and restrictions as roadblocks, we build strategies, content and creative that work in conjunction with them. We know that clear design and language that gets to the heart of the core message helps us prioritize the messaging hierarchy and ensure disclosures or legal requirements aren't buried, but rather contextualized. So, not only can you trust we have a first-hand understanding of compliance monitoring, you're also ensured a successful marketing campaign that works across all channels and speaks directly to your target audiences.

For the past three years, Bozell has been working with OPPD, collaborating with their Product Development & Marketing team to promote the many products and services available to its customers. During that time, we have developed a large quantity of print media layouts for OPPD, which has included brochures, training materials, fact sheets, postcards, bus wraps and more.

At the beginning of our partnership, we were tasked with creating a consistent look and feel for all of OPPD's products and services – color palette, iconography, etc. We also created a landing page template for updating OPPD.com, and, throughout the three years, we've developed advertising materials to promote the products and services, such as postcards, tri-fold brochures, bill inserts, sales slicks, trade-show materials, event materials and leave-behinds, etc. (as well as email blasts, social graphics and copy, paid social ads, Google ad campaigns, display ads, radio, TV, social videos and more).

One example of this is OPPD's Greener Together Program launch—a customer-fueled program created to fund green initiatives throughout the OPPD communities. In addition to said materials above, we also renamed the program using a naming convention we created for all future products and services, to ensure consistency and better understanding of the product/service by OPPD customers.

Because content generation, graphic design and print media is a key deliverable at Bozell, there are *many* more examples we could provide if given the opportunity to present more.

b. Video and Audio Media

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.

Bidder Response:

How people gather their daily content is extremely fragmented, which leads to a variety of placement opportunities for you. If your consumer listens to the radio in the morning, snacks on social throughout the day and watches TV at night, then that's where your message needs to be. At Bozell, we center our recommendations on the consumer.

When it comes to educating that audience, we must understand that everyone has a different learning style, whether it is reading, listening, watching or doing. But today, video and audio are key tactics for delivering an emotional connection and to help break down complex ideas. Paired with written materials and engagement opportunities, we can ensure we're reaching the audience where they learn best.

In addition, video and audio are ideal options to grab attention and make learning fun. "Edutainment" as a category has been on the rise and infuses the "have to" with the "want to." At Bozell, we have extensive experience in video and audio – from training details all the way to broader brand messaging. From man-on-the-street interviews to Spanish ads running on Radio Lobo. We even have an in-house video editor and animator, which helps us move quickly when a video need arises.

While we've already provided video examples in response #4, an additional example is a Smart Thermostat video we wrote, designed, storyboarded and animated for OPPD customers. You can watch that here: <https://vimeo.com/783416932/26c49446d3>.

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:

Out of Home is a great driver of frequency and awareness. Because consumers are driving or passing these ads "out in the wild," they must be clear and concise. However, that doesn't mean they have to be boring. When designing for OOH, we focus on more than the ad size. We look at placement for context or ways to use the same placement in a new and interesting way.

- For H&H Automotive's Chevrolet store, we created a series of "We're Moving" billboards that not only informed the Omaha public of the dealership's new location, but also used simple, yet fun visuals to visually relay the message of moving (i.e., a truck driving into an oversized moving box, and the current building being pulled away on the back of a semi-truck bed).
- For OPPD, we created a campaign promoting their financial assistance options. To spread the word, we took our concept and design to the streets with a bus wrap that traveled through areas of the city where OPPD customers could benefit most from those options.
- For Sioux Honey, we took advantage of their semi-trucks that already travel across the country, transporting their quality honey, by producing semi-truck wraps that touted messaging for their 100th anniversary celebration.
- For College of Saint Mary, we created an omnichannel campaign that featured actual students. Not only did we put these women on outdoor billboards and signage, we purchased billboards in their hometowns throughout Nebraska, so they became local brand advocates for the school they love so much.
- For Make-A-Wish Nebraska, we used this same approach as College of Saint Mary, featuring Wish Kids in their hometowns across western Nebraska.

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:

Here's the thing about social media and digital marketing: Success involves so much more than simply having a social account. Social media and digital marketing can be an efficient, cost-effective way to build brand awareness, engagement, community development, loyalty, and reputation – which ultimately help increase engagement and conversions. But it only works if you're using it effectively. And that's where we can help.

As we mentioned before, how people gather their daily content is extremely fragmented, but one thing we know is that the use of various digital and social channels is still increasing regularly. Our team works in this space every day for a variety of our clients – paid and organic social media, search engine marketing, search engine optimization, programmatic buys, display advertising, OTT advertising and more.

Native, in addition to placements within digital and social channels, can be highly effective for educating consumers on a more complex topic. Native helps avoid ad blockers, as it shows up alongside editorial content. Whether that is an advertorial in a print publication or following around your key audience with an article placed throughout the user's journey, we'll make sure you are not only seen, but also optimized to extend reach and engagement.

We have many examples of all of these tactics and would be more than happy to walk you through the strategy, execution and results.

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:

Our media process is simple:

1. **Identify:** We begin by identifying your business goals and your target audience.
2. **Strategize:** We create a smart, sound omnichannel plan that is centered around the target audience and their daily media habits.
3. **Negotiate & Buy:** Bozell's knowledge, experience and connections in Nebraska are arguably second to none.
4. **Optimize & Report:** We constantly optimize our campaigns to determine the "sweet spot" of awareness, engagement and conversion that allows you to maximize spend.

Once we identify your goals and audience, our team builds a media strategy. This strategy includes specific tactics, media channels and spends. Once that media strategy is approved, Bozell's media team enters the market very assertively, striving to surpass the levels of media delivery that have been proposed. As part of this negotiation process, we constantly evaluate and explore opportunities for longer-term commitments with the media vendors in order to generate savings and efficiencies. We must evaluate the benefits of longer-term commitments, in terms of securing the necessary inventory for you (avoiding sold-out scenarios for specific properties or even added-value programs) while securing the best rates possible. At the same time, we know that budgetary flexibility is always paramount to our strategic thinking. In many cases, we have been able to secure longer-term media agreements (as long as a year+ dependent on the media property), with corresponding cancellation agreements (short-term option dates 2–4 weeks before the media is scheduled to run).

Bozell's media-ordering process and procedures are just as detailed as the planning and buying process, as this is the end result of all our strategic planning. Detailed MEAs will be shared with you, reflecting all of the plans (goals established, flow charts, media buys negotiated, etc.), from the initial request to the completion of the planning/recommendation process, for your final review and approval. Detailed ad sizes and format information is secured from the vendors and shared, as well as with our creative team. Orders are then generated to each media vendor detailing the media schedules and the lowest possible rates that were secured. Within these orders, we detail the parameters of the added-value programs that were also obtained during negotiations, and our policies on make-goods (within specific flight windows, in specific programs, websites, out-of-home properties, etc.) that will be deemed acceptable. We also provide details on the media schedule maintenance and reporting that will be expected both during and at the conclusion of each campaign.

We're constantly looking for ways to achieve more with less and routinely make suggestions that would save money while driving performance, be it adjustments to buying guidelines or when we need/don't need third-party ad serving. For out-of-home or printing, we routinely triple-bid suppliers to consolidate printing for efficiencies. Overall, our approach to media planning and buying is to ensure we are in the right place, at the right time, with the right message, to drive awareness and understanding of the new Voter ID requirement.

f. Language and Accessibility

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

Bidder Response:

Bozell regularly develops creative and content, as well as purchases media, for both Spanish-speaking and English-speaking audiences. We have translation partners that assist in natural language and nuanced translation. We are also well-versed in ADA compliance and ensuring readability and accessibility for the general public. Below is just a handful of examples:

- For Omaha's Henry Doorly Zoo & Aquarium, we worked to appeal to multi-generational Hispanic families to drive Zoo memberships.
- For OPPD, we promoted their Get Assistance Program with a landing page, bill inserts, postcards, bus wraps, social and digital ads and more in both English and Spanish.
- For Omaha Children's Museum, we ensured ADA compliance and accessibility when designing and developing their website.
- For FNBO, we created an OOH campaign to remind their Hispanic audience that FNBO has Spanish-speaking bankers who can help them achieve their financial goals.
- For Platte River Power Authority, we created social graphics and radio spots to raise awareness of the utility provider with their Spanish-speaking audience.

No matter who our audience is, we begin with core insights to craft messages that will resonate with them, and then place them where they are. Right message, right time, right place.

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:

We know that a paid media campaign is only as good as its results. That's why we work with you to create a customized reporting schedule. This allows us to consistently optimize the campaign and ensure it's meeting your business and marketing goals. It also keeps you informed on performance, so you can understand exactly how your dollars are being invested.

As mentioned, we recommend setting the reporting approach upfront during the media-buying process. Typically, we recommend reporting on a quarterly basis. This allows us to plan and buy while ensuring we are not losing sight of the end objectives. We build out a detailed report to include monitoring Paid, Owned, Earned and Shared channels.

In the meantime, we would have regular status meetings to share insights and any optimization recommendations as we see them. For most campaigns, we recommend getting at least a few weeks of running data before making changes too early and disrupting the building of the core audience, specifically for digital ads.

We would align reporting to your key marketing goals:

- **Awareness:** Reach (impressions) and frequency
- **Engagement:** Time spent, video completions, etc.
- **Conversion:** Shares, likes/follows and, ultimately, voters experience at the polls

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:

With the membership approach, Bozell is able to not only ensure we provide deliverables by the dates requested, but also do it in a way that is collaborative and prioritizes work based on its impact on the business objective. In addition to a dedicated account service team, we would schedule regular status meetings (weekly, bi-weekly, monthly, etc.), as well as develop a detailed project plan, where the deadline for each individual deliverable is plotted together so we can continue to do things concurrently. This also helps us identify if there is a delay in approvals or feedback, so we can proactively address ahead of time. We also include a budget tracker with all invoicing that provides you a snapshot of your approved costs and adds invoices each month to guarantee we are all working from the same budgets and won't risk going over.

We manage our internal team from these project plans and assign to-dos in order to reach each milestone. This level of process gives us the flexibility to pivot when 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:

We recommend a consolidated round-of-revision approach. Oftentimes, when working through the creative process, we have key milestones for feedback. We have identified the following process:

- **Concept:** Look and feel, tone of voice, and key messaging.
- **Round of client feedback:** Consolidate and get feedback from all required stakeholders. This helps make sure we don't waste time if there is conflicting feedback or unconfirmed edits.
- **Mocks:** Once a concept is selected, we will mock up initial sizes, usually representative. (3 sizes as storyboards for digital for example.) These select mockups will give you a chance to ensure we are going in the right direction.
- **Round of consolidated client feedback:** For efficiency's sake, we will gather all feedback, from all parties, and consolidate for one round of revisions. This allows us to address any potentially conflicting feedback and develop an appropriate solution in a timely manner.
- **Finalized deliverable:** We edit and then animate/version for all sizes.

Please note, we internally include translation, proofreading and specifications/requirements. We usually try to give clients three business days for consolidated feedback, but, depending on how much time you will need, we can consolidate steps and adapt to fit your schedules. On time and on budget is as important as being on customer and on brand.

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:

FNBO, Unforgettable Firsts – Video

"I got goosebumps." When was the last time you said that about a bank ad? Probably never. But this is what one customer said after seeing the Unforgettable Firsts campaign. By focusing on people, rather than product, the objective of Unforgettable Firsts was to build an emotional connection with banking customers. And that's exactly what we did.

For this campaign, Bozell served as lead strategist, creative and media planner/buyer teams. We selected and coordinated with a videography, production and editing company for final video executions.

Full case study here: <https://bozell.com/work/unforgettable-firsts/>

Omaha's Henry Doorly Zoo & Aquarium, Zoo More Good – Collateral

Zoo More Good was all about bringing the Zoo's conservation efforts to the forefront of their messaging. The bright and vivid illustrations brought the campaign to life. Animals in the artwork were chosen to represent species diversity, and the ecosystems and animals with which the Zoo is actively involved. The visuals were so well-received that the Zoo received specific requests for the mugs, membership cards and stickers.

For this campaign, Bozell served as lead strategist and creative team, including in-house video animation. We selected and coordinated with a freelance illustrator.

Full case study here: <https://bozell.com/work/omahas-henry-doorly-zoo-zoo-more-good/>

OPPD, Save Your Energy for Vala's – Social Media

For National Energy Awareness month, Bozell partnered with OPPD to create a unique way to educate customers on how they could be more energy efficient, as well as drive traffic to the content hub on the OPPD website, which was full of digestible energy-saving tips. This campaign reached its monthly goal in just 10 days (vs. the anticipated month-long promotion).

Bozell served all strategy, creative and media planning/buying roles for this project.

Full case study here: <https://bozell.com/work/oppd-save-your-energy-for-valas>

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



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:	Bozell
Bidder Address:	407 N 117th Street, Lower Level, Suite B Omaha, NE 68154
Contact Person & Title:	Laura Spaulding, Director of Corporate Communications & Owner
E-mail Address:	lspaulding@bozell.com
Telephone Number (Office):	402-965-4364
Telephone Number (Cellular):	712-251-9655
Fax Number:	NA

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

Communication with the State Contact Information	
Bidder Name:	Bozell
Bidder Address:	407 N 117th Street, Lower Level, Suite B Omaha, NE 68154
Contact Person & Title:	Laura Spaulding, Director of Corporate Communications & Owner
E-mail Address:	lspaulding@bozell.com
Telephone Number (Office):	402-965-4364
Telephone Number (Cellular):	712-251-9655
Fax Number:	NA

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

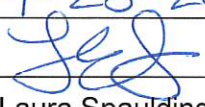
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

X 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:	Bozell
COMPLETE ADDRESS:	407 N 117th Street, Lower Level, Suite B, Omaha, NE 68154
TELEPHONE NUMBER:	402-965-4300
FAX NUMBER:	NA
DATE:	9-25-2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Laura Spaulding, Director of Corporate Communications & Owner

Appendix B: **Sections II, III & IV**



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

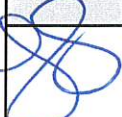
The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. 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.

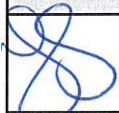
The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

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:
			

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:
			

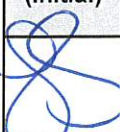
The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

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:
			

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

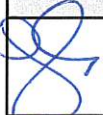
the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

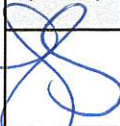
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

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:
			

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:
			

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:
			


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:
			

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.


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

Q. ATTORNEY'S FEES

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


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:
			


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:
			

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

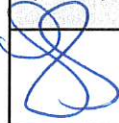
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			

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.

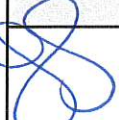
U. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

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.

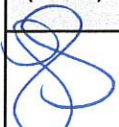
The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent 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:
			

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:
			

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:
			If Bozell is selected, we would like clarification if this term takes precedent over K, L, and M above, or if K, L and M are first required.

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:
			

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


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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
			

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.

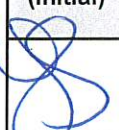
If the Contractor is an individual or sole proprietorship, the following applies:

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)

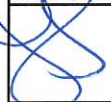
The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against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

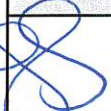
Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.


F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

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

H. **ANTITRUST**

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

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

I. **CONFLICT OF INTEREST**


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

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

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


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

J. **STATE PROPERTY**

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

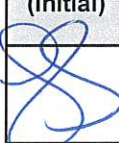
The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

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

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

L. ADVERTISING


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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. 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.

N. DISASTER RECOVERY/BACK UP PLAN

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


The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

O. DRUG POLICY

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

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.

P. WARRANTY

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

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.

Q. TIME IS OF THE ESSENCE

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

IV. 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:
			

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:
			

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)

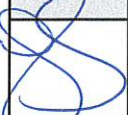
The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

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:
			

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

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





WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Bozell & Jacobs LLC

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

Certification Granted: July 31, 2013

Expiration Date: July 31, 2024

WBENC National Certification Number: 2005122819

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

A handwritten signature in black ink that reads "Emilia DiMenco".

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





BOZELL & JACOBS, L.L.C.

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

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

Business Information

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

Registration Dates

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

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

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

Highest Level Owner

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

Executive Compensation

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

No

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

Not Selected

Proceedings Questions

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

No

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

Not Selected

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

C Cost Proposal

6820 Z1 Cost Proposal

Bidder Name: BOZELL

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.

MEDIA PLANNING		
	Total Fixed Cost (Initial Term)	
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$ Included in the price of membership	
2. Design of Public Awareness Campaign and Branding	\$ Included in the price of membership	
3. Other (Please Specify) Membership Agreement, see propriety information	\$ 240,000 annual (\$20,000 per month for 12 months)	
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)	\$ Included in the price of membership + TBD out of pocket hard costs (i.e. music, voiceover, videography, photography, translation services, etc.)	1
b. Print Media	\$ Included in the price of membership + TBD out of pocket hard costs (translation services, etc.)	1
c. Other (Please Specify)	\$	
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)	\$ Included in the price of membership + TBD out of pocket hard costs (i.e. music, voiceover, videography, photography, translation services, etc.)	3 minimum
b. Audio Media Production (15-30 seconds of audio content)	\$ Included in the price of membership + TBD out of pocket hard costs (i.e. music, voiceover, translation services, etc.)	3 minimum
c. Print Media Production – Print Advertisement	\$ Included in the price of membership + TBD out of pocket hard costs (translation services, etc.)	3 minimum
d. Print Media Production – Direct Mail	\$ Included in the price of membership + TBD out of	3 minimum

6820 Z1 Cost Proposal

	pocket hard costs (translation services, etc.)	
e. Outdoor or Out of Home Media Production	\$ Included in the price of membership + TBD out of pocket hard costs (translation services, etc.)	3 minimum
f. Digital Media and Social Media Production	\$ Included in the price of membership + TBD out of pocket hard costs (translation services, etc.)	3 minimum
g. Other (Please Specify)	\$	
3. Branding Toolkit (See RFP Section V.E.2.J)	\$ Included in the price of membership	
MEDIA BUYS		
1. Recommended Media Buys* (Budget for Initial Term)	\$500,000–\$750,000 (flexible based on selected media and flight dates)	

6820 Z1 Cost Proposal

Bidder Name: BOZELL

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)	\$	\$	\$	\$
Video Production (10-15 minutes of video content)	\$	\$	\$	\$
Audio Media Production (15-30 seconds of audio content)	\$	\$	\$	\$
Print Media Production – Print Advertisement	\$	\$	\$	\$
Print Media Production – Direct Mail	\$	\$	\$	\$
Outdoor or Out of Home Media Production	\$	\$	\$	\$
Digital Media and Social Media Production	\$	\$	\$	\$
Other (Please Specify)	Membership price holds for up to 5 years	Membership price holds for up to 5 years	Membership price holds for up to 5 years	Membership price holds for up to 5 years

6820 Z1 Cost Proposal

Bidder Name: BOZELL

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	\$	\$	\$	\$
Creative Services	\$	\$	\$	\$
Graphic Design	\$	\$	\$	\$
Illustration	\$	\$	\$	\$
Audio Editing	\$	\$	\$	\$
Consulting	\$	\$	\$	\$
Video Still Photography	\$	\$	\$	\$
Strategic Planning	\$	\$	\$	\$
Video Motion Graphics	\$	\$	\$	\$
Video Editing & Scoring	\$	\$	\$	\$
Video Shooting	\$	\$	\$	\$
Other (Please specify)	Membership price holds for up to 5 years	Membership price holds for up to 5 years	Membership price holds for up to 5 years	Membership price holds for up to 5 years

For public information purposes only; not part of contract.

Request for Proposal Number 6820 Z1
Proposal Opening: September 27, 2023

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

- 1. Bozell**
 - a. Financial Statements, pages 20 - 23**
 - b. Membership Platform Details, pages 24 - 29**