



# CLARK CREATIVE GROUP



Matthew Hansen  
Dianna Gilliland  
  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
  
September 26, 2023

**DEAR MR. HANSEN & MS. GILLILAND:**

Please accept this letter of interest and proposal for Marketing Services for a statewide public education campaign on voter identification for the Nebraska Secretary of State's office from Clark Creative Group.

We are excited about this opportunity because creating awareness campaigns has been our area of expertise for the past 30 years. Your message is an important one and we have the right experience to develop a campaign that resonates with Nebraska voters.

Established in 1992, Clark Creative Group is a full-service advertising, marketing and public relations agency with a solid track record of successful campaigns and 16 full-time team members. Key agency accounts include Visit Omaha (Omaha Convention & Visitors Bureau), Metropolitan Community College, Nebraska State Education Association, Health Center Association of Nebraska, Security National Bank, Joslyn Art Museum, Thermal Services, Valentino's, Habitat for Humanity and Siena Francis House.

Clark Creative Group's philosophy is that successful marketing comes from the ability to interpret research and develop strategic plans with original ideas, strong execution and a solid media strategy. When you partner with Clark Creative Group, you get a strong and reliable account team with the experience to achieve your goals.

In addition to our dedication to exemplary work, our entire team also has a deep commitment to diversity, inclusion and equity that spans three decades. This attitude extends to client work as well: We take seriously our role to consider diversity when putting together campaigns, websites, marketing materials and more, and put a great deal of thought into getting this just right. We are accustomed to developing campaigns in both English and Spanish and, when appropriate, other languages as well.

If chosen for this assignment, we can personally assure you that your deliverables will be extremely well done, seamlessly executed, delivered on time and billed exactly to budget. Melanie Clark will be your account executive and will personally see to it.

Thank you for considering Clark Creative Group for this exciting opportunity.

**Fred Clark**  
President,  
Clark Creative Group

**Melanie Morrissey Clark**  
President,  
Clark Creative Group

## EXECUTIVE SUMMARY

Clark Creative Group has been delivering original creative, branding and measurable results for clients since 1992. Owners Fred and Melanie Clark lead a team of 16 talented professionals dedicated to research-based, cutting-edge, creative communication, client collaboration and exemplary customer service.

We are a full-service marketing firm offering creative development, media placement services, video production, content creation, copywriting, art direction and graphic design.

We are experienced at creating and implementing these types of public service and awareness campaigns and have the team in place to accomplish your goals in the timeline outlined in your RFP.

With 30 years in business, we have a long track record of success, and our longevity extends to both our clients and our team. Many of our clients have been with us 10-plus years, which in the world of marketing is a remarkably long time. We are also widely known in our industry as a great place to work, which is why most of our team has been with us 10-plus years. This kind of track record allows us to work more effectively and efficiently for our clients.

We have a reputation for our expertise in coordinating and producing public education campaigns with targeted, effective messaging. We believe the quality of production should reflect the quality of the institution, and that messages are more impactful when the overall brand, graphic elements, video products, campaign messaging and marketing strategy are part of the big picture.

**There are several things that distinguish Clark Creative Group from its competition and make us the right fit for your project.**

### **1. Extensive experience in creating public service campaigns.**

We have been producing multi-faceted and multi-platformed awareness and public service campaigns for 30 years, including for the following clients: Metropolitan Community College, Omaha Convention and Visitors Bureau (Visit Omaha), Nebraska State Education Association, Health Center Association of Nebraska, Omaha Home for Boys, First Five Nebraska, Omaha Public Schools (Yes to OPS Bond Issue 2014 & 2018), Civic Nebraska, I Be Black Girl, Nebraska Broadcasters Association, University of Nebraska Public Policy Center, and the Nebraska Career Education and Innovation Foundation.

All of our campaigns are multifaceted and seek to reach various populations, including underserved, Spanish-speaking and rural communities, as well as residents in both cities and suburbs. We understand how to create messaging that resonates across each of these target markets.

**2. Strong creative, design and messaging.** Creative isn't just our middle name; it's our entire philosophy. Thanks to advances in technology, our industry has changed dramatically over the past decade, but one thing remains the same: Unless you have a strong, enticing message that speaks directly to your target audience, advertising won't get you results, no matter where you place it or how many dollars you put behind it. Because we pair our strong messaging with a solid graphic design team led by a 20-year design expert, exceeding expectations is a common occurrence.

**3. Media prowess.** Our in-house media department employs the latest technology and research to plan, negotiate, purchase and track media. As one of the largest media placement agencies in the region, Clark Creative Group has solid negotiating power, and provides clients with demographic and psychographic research, competitive audits and post-campaign reporting that includes completion reports, post-schedule audits, digital campaign reports and analytics. Whether building awareness about an important issue or driving traffic to a website, research is a key component in our media planning process. It helps us determine the primary target audience and how best to reach them. By understanding consumer habits and media consumption, we maximize media spending and give our clients a more efficient return on investment.

**4. In-house video production department,** including a professional camera rig, LED lights, and audio gear. All footage is edited using our 2-bay Adobe Creative Cloud suites, which can handle 4K editing, visual effects and motion graphics. This ensures our clients receive the best video production value, and edits and revisions to video projects take hours instead of days. We also rely on cutting-edge collaboration platforms to allow clients the opportunity to be a part of the production process in person or online.

**5. Experience marketing to diverse demographics,** including underserved and marginalized populations. Key demographics for many of our clients include Hispanic and Latino communities, and we have created and placed Spanish language campaigns in television, radio, digital, social and print for Metropolitan Community College, Health Center Association of Nebraska, Siena Francis House, Metro Credit Union, Wayne State College, Nebraska State Education Association, Nebraska Organ Recovery, First Five Nebraska and more. We have also produced assets in other languages, such as Sudanese, and have resources to accomplish this.

**6. Unparalleled Customer Service.** We are known in our industry for responding promptly to all client requests in a timely manner, for being proactive and anticipating needs, and for always meeting deadlines. Our account team works closely with your team, updating and presenting ideas along the way. Project status updates are sent to ensure accuracy and to adhere to timelines. We also have a strict quality control policy that is applied to every piece of work before it leaves our doors and makes an impact on your goals and intended audience.



### **Clark Creative Group Advantages**

- Experience telling stories and creating messaging for public service efforts
- Public service efforts are prioritized
- Discounts for public service efforts and nonprofits
- In-house post-production & editing
- Professional and experienced crew on set
- In-house high-definition production equipment
- In-house creative, storytelling and copywriting team
- In-house highly experienced graphic design team for video, print and digital graphics
- In-house video animation team
- Reputation for delivering products on time and on budget
- Flexible scheduling for filming



# 1. CORPORATE OVERVIEW

## A. BIDDER IDENTIFICATION AND INFORMATION

Clark Creative Group  
514 S. 13th Street  
Omaha, NE 68102  
402-345-5800 (phone)  
402-345-4858 (fax)

Clark Creative Group is an S-Corporation owned by Fred and Melanie Clark. The company was established in 1992 and has operated under the same name since its inception.

Federal Tax I.D. 47-0777249

## B. FINANCIAL STATEMENTS

Clark Creative Group is a full-service marketing agency with 16 full-time employees. We have been in business for 30 years with average annual billings of \$6 million. The agency serves an average of 20 active clients each year, many of whom have been with us for more than a decade. We specialize in statewide education and awareness campaigns. Our services include creative development, graphic design, video production and media placement. We are also known for our excellent customer service.

We have banked with Jim Landen at Security National Bank in Omaha for 30 years.

## C. CHANGE OF OWNERSHIP

There is not an anticipated change of ownership in the next 12 months.

## D. OFFICE LOCATION

The Clark Creative Group office is located at 514 S. 13th St., Omaha, NE, 68102

## E. RELATIONSHIPS WITH THE STATE

Clark Creative Group has not had any contracts with the State of Nebraska in the past 3 years.

## F. BIDDER'S EMPLOYEE RELATIONS WITH THE STATE

No parties named in this proposal have had a relationship with the State of Nebraska in the last 12 months.

## G. CONTRACT PERFORMANCE

Clark Creative Group has not had any contract terminated for default during the past 5 years.



## H. CORPORATE EXPERIENCE

The following describe Clark Creative Group's experience providing services for projects similar to the State's request for marketing services.

### **Metropolitan Community College (MCC)**

**Marketing & Advertising Services Role:** Prime Contractor

**Time Period of Project:** January 2010 - present

**Scheduled Start:** January 2010

**Scheduled End:** ongoing

**Planned Budget:** \$1,500,000

**Actual Budget:** \$1,480,000

*(varies by year, using 2022 as example)*

**Responsibilities:** Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish across a variety of media platforms aimed at a variety of target markets in an effort to brand MCC as the secondary education choice for the jobs of tomorrow and to increase enrollment in MCC programs. Clark Creative Group is the Prime Contractor.

To achieve the goals outlined in MCC's marketing plan, we provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

Each year, Metropolitan Community College's enrollment continues to increase, as does the awareness of the college's many offerings.

### **Primary Contact:**

Nannette Rodriguez

Associate Vice President of Marketing, Brand and Communication

nmrodriguez@mccneb.edu

(p) 531-622-2733

(f) N/A

**Health Center Association of Nebraska (HCAN)****Marketing & Advertising Services Role:** Prime Contractor**Time Period of Project:** March 2013 - present**Scheduled Start:** March 2013**Scheduled End:** Ongoing**Planned Budget:** \$794,000**Actual Budget:** \$794,000*(varies by year, using 2022 as example)*

**Responsibilities:** Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish, across a variety of media platforms, aimed at target markets across Nebraska, in order to raise awareness around open enrollment on the Health Care Exchange, changes in Medicaid, the importance of health care screenings and more. Clark Creative Group is the prime contractor.

To achieve these goals for HCAN, we provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

HCAN campaigns are awareness campaigns with calls to action typically centering around visits to the website for more information and calls to clinics for assistance. When the campaigns are running, engagement is high, with calls and walk-ins to the health centers increasing on average 22%. Patients cite radio as the primary reach medium, with billboards a close second.

**Primary Contact:**

Angela Lindstrom

MSIMC Integrated Marketing Director

ACL@hcannebraska.org

(p) 402-932-3147

(f) N / A



**Nebraska State Education Association****Marketing & Advertising Services Role:** Prime Contractor**Time Period of Project:** January 2005 - present**Scheduled Start:** January 2005**Scheduled End:** Ongoing**Planned Budget:** \$300,000**Actual Budget:** \$300,000

**Responsibilities:** Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish across a variety of media platforms aimed at a variety of target markets in an effort to educate state residents about the value of Nebraska public schools and public school teachers. Clark Creative Group is the Prime Contractor.

To achieve the goals outlined each grant, we have provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

These awareness campaigns are measured by website visits and viewer engagement on digital platforms, with high success.

**Primary Contact:**

Karen Kilgarin

Director of Communications and Public Affairs

Nebraska State Education Association

karen.kilgarin@nsea.org

(p) (402) 475-7611

(f) N/A



## I. SUMMARY OF PROPOSED PERSONNEL/MANAGEMENT APPROACH

When you work with Clark Creative Group, you always get the "A" team. Whether for profit or nonprofit, you always get personalized attention from experienced professionals, which results in unparalleled creative and solid tactical strategies.

Below are biographies for each team member who would work on this campaign. Each person's skills, education and past employment are detailed in the bios. Resumes and references are not provided because many of our team members have been with Clark Creative Group for 10-plus years and do not have these on hand, nor is everyone comfortable having their resumes and references posted on a public website after the RFP is awarded.

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### **FRED CLARK | PRESIDENT | CREATIVE DIRECTOR**

(BS IN MARKETING, NORTHWEST MISSOURI STATE)

Clark Creative Group's President Fred Clark sits at the center of all things creative. As an art-lover who started out in broadcast television, and as Clark Creative Group's creative engine, Fred hasn't stopped cultivating and producing original ideas since the day CCG opened its doors in 1992. Whether developing marketing strategies, branding companies, directing on-location filming, or writing scripts, Fred's innovative touch is unlimited and infectious. Before CCG, Fred entered the marketing world with prior employment at American Heritage Cablevision (1980 – 1983), United Cable (1983 – 1986), Misner Advertising (1986-1988) and Culver & Associates (1988 – 1992). Fred would lead creative development and video direction for this campaign.

### **MELANIE MORRISSEY CLARK | PRESIDENT | ACCOUNT EXECUTIVE**

(BS IN COMMUNICATIONS, UNIVERSITY OF NEBRASKA AT OMAHA)

As co-president of the agency, Melanie has steered Clark Creative Group through decades of successful business. An experienced copywriter, strategist and senior account executive, her industry experience propels her to produce exceptional communication solutions for clients and to provide each with exemplary customer service. Melanie's passion is to give back to the community, which is why she has served on the boards of directors of many nonprofit organizations over the past 25 years, including: Inclusive Communities, Women's Fund of Omaha, Girls Inc., CASA for Douglas County, YWCA Omaha, Voices for Children, Omaha Girls Rock, Children's Respite Care Center and Phoenix Academy. Previous employment includes a position as Editor in Chief with J&J Publications in Omaha (1988-1992) prior to starting the agency in 1992. Melanie would serve as account executive and agency contact for this campaign.



## **DARYL ANDERSON | VICE PRESIDENT OF CREATIVE SERVICES**

(BFA WITH CONCENTRATION IN GRAPHIC DESIGN/ADVERTISING, NORTHWEST MISSOURI STATE)

As an industry veteran with 25 years of experience, Daryl Anderson runs a tight ship in our creative pit, and his creative edge is beyond razor-sharp when it comes to design, branding, strategy and marketing trends. Daryl recently celebrated two decades with Clark Creative Group and is responsible for more successful branding and marketing campaigns than we can count. Prior to CCG, Daryl honed his creative skills as Graphics and Art Manager for Kroger/Baker's Supermarkets. He also recently completed the year-long Inclusive Communities LeadDiversity program and is now READI—Respect, Equity, Access, Diversity and Inclusion—certified, giving him a keen eye that ensures all campaigns meet these standards. Daryl would direct and develop all graphic design for this campaign.

## **ANDREA NASH | VICE PRESIDENT OF MEDIA SERVICES**

(BA IN JOURNALISM WITH CONCENTRATION IN ADVERTISING/PR, MIDLAND UNIVERSITY)

Andrea is our in-house online media expert, and she just celebrated 15 years with Clark Creative Group. Her knack for organization and accuracy has helped to hone her exemplary skills in planning, placing, and auditing media – from traditional to digital and everything in between. Before she joined CCG, Andrea began her career at Cox Media as a Media Account Coordinator. Talk of rating points, demographics, rate cards, digital stats and cost-per-points fills her daily vocabulary, which is why the media plans she puts together for our clients are always efficient and highly effective. Andrea would lead all media planning, placement and monitoring for this campaign.

## **JENNY DILLINGHAM | MEDIA BUYER**

(BA IN SPEECH COMMUNICATIONS, CORNELL COLLEGE)

When it comes to paid media in this market, nobody knows the landscape better than Jenny. She has been planning and buying media for nearly 30 years, and has witnessed, and rolled with, the many changes those decades have brought to the industry. Her previous experience includes her roles as Media Director and Marketing & Sales Distribution Director at Nebraska Loves Public Schools and Marketing Analyst Manager at International Gaming Technologies. Always anxious to be on the cutting edge of what's next, Jenny is an expert not only in traditional media, such as TV and Radio, but in all digital media, too. Jenny would assist Andrea in all statewide media functions and provide digital stat reports for this campaign.

## **DANNY TREJO | ART DIRECTOR**

(BA IN STUDIO ART WITH CONCENTRATION IN GRAPHIC DESIGN, UNIVERSITY OF NEBRASKA AT OMAHA)

Art Director Danny Trejo has exactly what Clark Creative Group always looks for in a graphic designer: innate design sensibilities combined with the ability to think outside the box. Prior to CCG, Danny began his graphic design journey as a design intern at National Indemnity. His illustration skills are superb, and he brings to the table a solid knowledge of all phases of the design and branding process, from concept to completion. And when a creative challenge presents itself? Danny dives right in to find alternative solutions. Danny would assist Daryl in producing all graphic design elements for this campaign.



## **ELIZABETH ROLLIN | GRAPHIC DESIGNER**

(BA IN STUDIO ART AND BS IN JOURNALISM/MEDIA COMMUNICATION, UNIVERSITY OF NEBRASKA AT OMAHA)

Liz's love for all things visual is evident by her eye for film photography, her experience as a gallery attendant and her thrift shop finds. Her ability to seamlessly translate these skills to her design work is apparent in the work she produces, and she brings a fresh perspective to all of Clark Creative Group's branding and marketing campaigns. Her well-rounded marketing experience includes experience as an Account Associate for University of Nebraska at Omaha's MaverickPR and in communications at the Bemis Center for Contemporary Arts. Liz would assist Daryl in producing all design elements for this campaign.

## **KARA COVRIG | TRAFFIC MANAGER**

(B.S. IN ADVERTISING AND M.S. IN ORGANIZATION LEADERSHIP, WAYNE STATE COLLEGE)

In the agency world, traffic is one of the most important jobs, and Kara is the best traffic manager around. An organizational guru, she makes managing traffic deadlines and checking every detail when placing orders look easy. Her past media experiences include working as an Account Coordinator at Cox Media, an Account Executive at Clear Channel Radio and a Senior Account Manager at Signal 88. Her keen attention to detail ensures client placement runs exactly as it should, with both the correct creative and budget. Kara also leads our social media team and keeps on top of trends and changes in both paid social media placement and unpaid social media posts. Kara will be managing media traffic for this campaign.

## **MALLORY BART | VIDEO EDITOR**

(BS IN COMMUNICATION, UNIVERSITY OF NEBRASKA AT OMAHA)

When it comes to video, Mallory brings the whole package to any project. One day you can find her on set at a video shoot—and the next day she'll be hard at work in our in-house studio, creating, cutting and distributing television spots and videos like a pro. Mallory keeps our video editing suite organized, and always delivers projects expertly and on time. Prior experiences include a photojournalism internship at University of Nebraska at Omaha's newspaper *The Gateway*, filming for UNO's *Omaha News* and serving as a radio show host at UNO's MavRadio (KVNO). Mallory will handle filming and video editing for this campaign.

## **PARKER GIDDINGS | CINEMATOGRAPHER | VIDEO EDITOR**

(ASSOCIATES IN APPLIED SCIENCE, EMPHASIS IN VIDEO & AUDIO COMMUNICATIONS, METRO COMMUNITY COLLEGE)

A jack-of-all-trades, Parker serves as our Cinematographer and Video Editor and is our right-hand man for all things film and production. Parker has an eye for cinematography and for getting the best shots on set, and his flexibility, attention to detail and fun-loving spirit make him an integral part of our video team. On the editing side, Parker specializes in video animation, working closely with our graphics team to deliver stellar animated products that effectively communicate the message. Before he joined Clark Creative Group, Parker worked as a nationally-certified pharmacy technician. Parker will handle filming and video editing for this campaign.



## **SOPHIE CLARK | COPY WRITER | SOCIAL MEDIA MANAGER**

(BFA IN CREATIVE WRITING AND BA IN ENGLISH, UNIVERSITY OF NEBRASKA AT OMAHA)

Sophie is one of those rare individuals who is talented at all creative endeavors – such as copywriting and content creation – yet also understands strategy and digital and social media. Whether it's big picture or all in the details, Sophie just has a magical way of making it happen. Sophie's prior marketing experience includes a corporate communications internship for two years at Union Pacific and an internship at Walnut Radio (KOMB). Sophie will serve as copy writer and social media manager for this campaign.

## **TIFFANY HECKENLIVELY | CHIEF FINANCIAL OFFICER**

(BS IN ACCOUNTING, DES MOINES AREA COMMUNITY COLLEGE)

They say money can't buy happiness, but sensible money management can help. Tiffany's happy persona and unmistakable charm, along with her wealth of knowledge of the advertising industry, make her an accounting guru. Prior to her nineteen years at Clark Creative Group, Tiffany honed her finance skills as an Assistant Controller at Integer Group. Tiffany will manage all finances for this campaign.

## **J. SUBCONTRACTORS**

Clark Creative Group handles all creative, production and media placement in-house and will not have a need for subcontractors.

## 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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

**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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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

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

comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,

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

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, 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:
MC			

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:
MC			

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:
MC			

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:
mc			

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:
mc			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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](mailto: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:
MC			

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:
me			

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.

## 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.

*MC* **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:	<b>Clark Creative Group</b>
COMPLETE ADDRESS:	<b>514 S. 13<sup>th</sup> St., Omaha, NE 68102</b>
TELEPHONE NUMBER:	<b>531-466-8261</b>
FAX NUMBER:	<b>402-345-4858</b>
DATE:	<b>9/26/23</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Melanie Morrissey Clark, President</b>

**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:	Clark Creative Group
Bidder Address:	514 S. 13 <sup>th</sup> St. Omaha, NE 68102
Contact Person & Title:	Melanie Morrissey Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	531-466-8261
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

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:	Clark Creative Group
Bidder Address:	514 S. 13 <sup>th</sup> St. Omaha, NE 68102
Contact Person & Title:	Melanie Morrissey Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	531-466-8261
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

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

Bidder Name: **Clark Creative Group**

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.

<b>1. UNDERSTANDING OF THE PROJECT REQUIREMENTS</b>
Provide your understanding of the project description and scope of work.
Bidder Response:  <b>Please refer to attachment: RFP 6820 Z1 Clark Creative Group File 5 of 6.</b>
<b>2. PROPOSED DEVELOPMENT APPROACH</b>
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:

**Please refer to attachment: RFP 6820 Z1 Clark Creative Group File 5 of 6.**

### **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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

### **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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**f. Language and Accessibility**

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

Bidder Response:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

**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:

**Please refer to attachment: 6820 Z1 Clark Creative Group File 5 of 6.**

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

All items outlined in the RFP sections of Project Description and Scope of Work are addressed in the Technical Approach below.

Clark Creative Group agrees to all duties, deadlines, objectives and deliverables detailed in the Project Description and Scope of Work section of the State's RFP and attests that our team has the skills and experience to meet each and every expectation.

**Attachment A - Technical Approach**  
**Request for Proposal Number 6820 Z1**  
**Bidder Name: Clark Creative Group**

*For the following technical requirements, provide a response explaining how each requirement will be met and experience in such areas.*

### 1. UNDERSTANDING OF THE PROJECT REQUIREMENTS

*Provide your understanding of the project description and scope of work.*

It is our understanding that the Nebraska Secretary of State's Office is seeking a qualified contractor to provide marketing services for a statewide public education campaign on voter identification. This campaign will include branding, educational materials and marketing services for an efficient and effective statewide multimedia campaign to educate Nebraska voters on voter ID requirements in advance of the May 14, 2024 statewide primary election, the Nov. 5, 2024 statewide general election and any special and local elections through the initial term. Messaging will need to target all eligible voters ages 18 and up in both English and Spanish.

Educational and branding materials will also be needed for training county election officials and election workers on the new voter ID requirements, as well as materials for use by Nebraska agencies that are required to provide opportunities for citizens to vote.

There may be optional renewal periods for future election cycles as well.

## 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.*

### **DEVELOPMENT AND PRODUCTION**

Clark Creative Group excels at developing marketing strategies and messaging that works. Results depend on a stellar message and strategy, and the two must work hand-in-hand.

Every campaign starts with identifying the target audience(s), so we can develop specific messaging for each. At Clark Creative Group, we believe this process must include strong collaboration between our team and yours. The more insight you can offer, the stronger the final messaging will be.

Once we've gleaned information and opinions from as many stakeholders as possible, we begin our creative development process, during which we write the messaging for the campaign and create its visual identity or "brand."

It's critical to get the message just right, because without a strong message that resonates with your audience, media dollars are wasted. The messages and visual identity are applied to all of the assets, including television, radio, video, outdoor, digital video, digital audio, digital display and social media.

Media analysis and strategy are outlined in great detail, typically with research included. We always go the extra mile and include scripts and storyboards when proposing creative direction and messaging, because we want to make sure everyone is on the same page and 100% comfortable with the campaign's direction. We include detailed cost estimates that are signed off on before further work begins.

### **Our development approach for producing the creative and messaging assets for this campaign includes the following:**

- Interview stakeholders to obtain message goals and specific voter ID procedures and instructions
- Research similar campaigns in other states
- Develop key message points
- Test key message points
- Develop the overall theme or brand, including visual approach and packaging
- Develop creative campaign approach i.e., spokesperson, animation, motion graphics, etc.
- Determine creative asset needs based on media strategy
- Develop storyboards, print layouts, billboards, digital assets, social media assets

- Test creative approach and message assets on target groups
- Determine production budgets, based on proposal
- Present creative direction to client for approval
- Develop and implement production timeline
- Upon approval of campaign creative, begin pre-production on all assets
- Produce all messaging and creative assets
- Finalize all creative production assets
- Present creative campaign assets to client for approval or changes
- Produce final campaign elements
- Distribute campaign creative assets to media outlets
- Launch campaign

#### **Recommended Budget to Produce Campaign Assets:**

These costs are based on the list provided to us in the RFP and our past experience, but production costs could scale up or down depending on creative approach and available budget.

**A 20% discount has been applied for this important public service campaign.**

Strategic Planning & Market Research, Development of Strategic Plan	\$2,500
Creative Development	\$5,500
Campaign Branding / Design / Brand Guide	\$3,500
Education Materials for County Officials, Agencies, Poll Workers	\$2,800
Series of (3) :30 and :15 video spots in English and Spanish for broadcast, streaming, paid social and digital platforms	\$25,000
Series of (3) :30 and :15 radio messages in English and Spanish for broadcast, streaming, paid social and digital platforms	\$7,500
(1) long-format video in English and Spanish	\$28,000
Print ads (2-3)	\$2,500
Direct Mail (1-2)	\$4,500
Digital ads (2-3)	\$1,800
Paid social ads (1-2)	\$700
Billboards / Outdoor (2-3)	\$2,200
Branding Toolkit	\$2,500
<b>TOTAL PRODUCTION BUDGET</b>	<b>\$89,000</b>

*Note: Costs do not include printing or mailing*



## PROPOSED MEDIA PLAN

Following is a media planning and buying proposal to educate Nebraskans about the changing Voter ID Requirements ahead of the 2024 May Primary and November General Election. This proposal is built to scale depending on overall budget allocation.

Costs are inclusive of media commissions and are the total costs for all media related services.

Below are goals and objectives and media recommendations. We have the capacity to start work on this campaign immediately.

## CAMPAIGN GOALS

- Educate Nebraska's voting age population, county officials and election workers about the voter ID process
- Build awareness about the new voter ID requirement changes

## CAMPAIGN OBJECTIVES

- Conduct market research to best identify how to reach Nebraska's voting age population
- Develop a paid media strategy to include broadcast television and radio, print, outdoor/OOH, paid social and digital media
- Produce video, radio, print, outdoor, social media and digital ads with messaging that will resonate with the target markets
- Produce educational tool-kit materials for local officials to use for in-person events within their counties
- Update messaging for specific targeted areas throughout the campaign as needed

## MEDIA RECOMMENDATIONS

### Target Audience

- Adults 18+; Spanish and English language

### Target Media Market

- Statewide Nebraska

### Flight Dates

- Primary Phase: February 2024 – May 2024 Primary Election; 12 weeks flighted
- General Phase: August 2024-November 2024 General Election; 12 weeks flighted



## Media Strategy

A combination of Spanish and English language radio, TV, print, digital media, OOH and paid social media will reach our target audience with a message encouraging them to make sure they are familiar with the Voting ID requirement changes.

- **Radio** - Radio will serve as the primary frequency medium. Nielsen ratings will be used to determine English and Spanish station selections to reach the target audience most effectively.
- **TV** - Spanish and English language video assets will run on statewide Telemundo and Nebraska News Network. Additionally, we will place select news programming on large-signal broadcast stations around the state including KETV, WOWT (Omaha); KOLN, KHAS (Lincoln-Kearney-Hastings-Grand Island); KNOP (North Platte); KSTF, KGWN, NGWN (Scottsbluff/Chadron); KTIV (Sioux City). Program selection will incorporate ComScore data to reach the target audiences most effectively.
- **Digital** – Digital Display and Video will run for the full 12-week flight. Streaming CTV will also run, targeting Adults 18+ in various premium placement environments. If available, we will run addressable digital utilizing an address list of identified high priority households. We will serve those specific households with digital display, video and streaming CTV.
- **Print** - A series of Spanish Language print ads will run in publications throughout Nebraska, along with English daily and weekly newspapers to enhance the campaign in select counties. The statewide display program through the Nebraska Press Association will be used to run smaller ads in 152 daily/weekly newspapers across the state.
- **Out of Home (OOH)** – Boards in Omaha, Lincoln, Grand Island and various larger Nebraska communities will run during each of the flights.
- **Paid Social Media** - Facebook/Instagram video and image ad campaigns will target both English and Spanish language Adults 18+.

## PRIMARY PHASE: February '24-May '24 Primary Election; 12 weeks flighted

### Radio

Radio will continue throughout the Primary phase on targeted English and Spanish radio across the state.

- Flight Dates: 12 weeks flighted; 8 weeks 'on'

**Statewide Radio Total: \$70,000**

### Spanish Language Television

#### Flood Network: Telemundo & News Channel Nebraska (NCN)

Spanish & English language video assets will run on Telemundo and News Channel Nebraska (NCN).

- Markets: Statewide Nebraska

- Flight Dates: Feb '24 – May '24 (increasing frequency leading up to May Primary Election);  
12 weeks flighted.

**Flood Network TV Total: \$35,000**

**Broadcast TV**

Select programming on large-signal broadcast stations around the state will include KETV, WOWT (Omaha); KOLN, KHAS (Lincoln-Kearney-Hastings-Grand Island); KNOP (North Platte); KSTF, KGWN, NGWN (Scottsbluff/Chadron); KTIV (Sioux City).

- Markets: Omaha, Lincoln, Kearney/Hastings/GI, South Sioux City
- Flight Dates: Jan '24 – May '24 (increasing frequency leading up to May Primary Election); 12 weeks flighted.

**Broadcast TV Total: \$75,000****Digital: Display/Video/Streaming/Addressable Household Targeting**

Digital Display/Video targeting Adults 18+ will be included to increase overall reach of the campaign – especially to younger Nebraskans. Addressable digital advertising will also be considered. Streaming CTV (HULU, Sling TV etc) will be included to target low-broadcast viewers.

- Markets: Statewide Nebraska
- Estimated Impressions: 3,500,000
- Flight Dates: Feb '24 – May '24 (increasing frequency leading up to May Primary Election); 12 weeks.

**Digital Total: \$70,000****Statewide Newspaper Display Program (English language)**

Display Ads in 152 Daily/Weekly Newspapers across the state. (Excludes OWH & LJS)

- Circulation: 233,128
- Size: 2"x6" B/W
- Total Insertions: 2

**Statewide Newspaper Total: \$5,300****Spanish Language Print**

Size: ½ page, B&W

Total Insertions: 1 per publication

Publications:

Mundo Latino Central (Grand Island, Kearney, Lexington, Hastings, Crete, Schuyler, Columbus, Madison, Norfolk), Mundo Latino Siouxland (South Sioux City, Dakota City, Wakefield, Sioux City, Storm Lake), Mundo Latino Omaha (Omaha, Bellevue, Council Bluffs, Lincoln, Fremont), El Perico (Omaha), Buenos Dias Nebraska (Grand Island) and Que Pasa (Lexington).

**Spanish Newspaper Total: \$6,500**

**OOH**

7 total billboards in Nebraska communities will run for 8 weeks from late March-early May. Omaha, Lincoln, Grand Island/Kearney, Columbus, Scottsbluff, Norfolk, South Sioux City locations will be considered.

**OOH Total: \$30,000****Paid Social – Facebook & Instagram****Goal & KPI: Reach****Target: Adults 18+****Geo: Entire State of Nebraska**

- Flight Dates: February '24 – May '24 Primary Election; 12 weeks
- Estimated Audience: 1,300,000-1,500,000
- Estimated Daily Reach: 43,000-125,000

**Paid Social Total: \$10,000****PRIMARY PHASE TOTAL: \$301,800****GENERAL PHASE: August '24 – November '24 General Election****Radio**

A final 8-week radio push will run prior to the November '24 General Election.

- Flight Dates: Aug '24 – Nov '24; 12 weeks; 8 weeks 'on'

**Statewide Radio Total: \$70,000****Television****Flood Network: Telemundo & News Channel Nebraska**

Spanish & English language video assets will run on Telemundo and News Channel Nebraska.

- Markets: Statewide Nebraska
- Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to the November '24 Election); 12 weeks flighted.

**Flood Network TV Total: \$35,000****Broadcast TV**

Select programming on large-signal broadcast stations around the state will include KETV, WOWT (Omaha); KOLN, KHAS (Lincoln-Kearney-Hastings-Grand Island); KNOP (North Platte); KSTF, KGWN, NGWN (Scottsbluff/Chadron); KTIV (Sioux City).

- Markets: Omaha, Lincoln, Kearney/Hastings/GI, South Sioux City
- Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to November General Election); 12 weeks flighted.

**Broadcast TV Total: \$75,000**

**Digital: Display/Video/Streaming/Addressable Household Targeting**

Digital Display/Video targeting Adults 18+ will be included to increase overall reach of the campaign – especially to younger Nebraskans. Addressable digital advertising will also be considered. Streaming CTV (HULU, Sling TV etc) will be included to target low-broadcast viewers.

- Markets: Statewide Nebraska
- Estimated Impressions: 3,500,000
- Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to November General Election); 12 weeks.

**Digital Total: \$70,000****Statewide Newspaper Display Program (English language)**

Display Ads in 152 Daily/Weekly Newspapers across the state. (Excludes OWH & LJS)

- Circulation: 233,128
- Size: 2"x6" B/W
- Total Insertions: 2

**Statewide Newspaper Total: \$5,300****Spanish Language Print**

Size: ½ page, B&W

Total Insertions: 1 per publication

**Publications:**

Mundo Latino Central (Grand Island, Kearney, Lexington, Hastings, Crete, Schuyler, Columbus, Madison, Norfolk), Mundo Latino Siouxsland (South Sioux City, Dakota City, Wakefield, Sioux City, Storm Lake), Mundo Latino Omaha (Omaha, Bellevue, Council Bluffs, Lincoln, Fremont), El Perico (Omaha), Buenos Dias Nebraska (Grand Island) and Que Pasa (Lexington).

**Spanish Newspaper Total: \$6,500****OOH**

7 total billboards in Nebraska communities will run for 8 weeks from late September through early November. Omaha, Lincoln, Grand Island/Kearney, Columbus, Scottsbluff, Norfolk, South Sioux City locations will be considered.

**OOH Total: \$30,000**



**Paid Social – Facebook & Instagram**

**Goa & KPI: Reach**

**Target: Adults 18+**

**Geo: Statewide Nebraska**

- Flight Dates: August '24 – November '24 General Election; 12 weeks
- Campaigns: English & Spanish Language
- Estimated Audience: 1,300,000-1,500,000
- Estimated Daily Reach: 37,000-107,000

**Paid Social Total: \$10,000**

**GENERAL ELECTION TOTAL: \$301,800**

**TOTAL MEDIA BUDGET**

Primary Phase: \$301,800

General Phase: \$301,800

**MEDIA PROPOSED TOTAL: \$603,600**

### 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.*

#### **MEDIA PLANNING, BUYING & TRACKING CAPABILITIES**

Clark Creative Group houses a media team that is grounded in traditional media while staying digitally focused and progressively aware of all the latest platforms and channels. This allows us to effectively get your messages in front of the right target audience while maximizing the media spend.

Our experience and services include local, statewide, regional and national planning and activation of the following mediums:

- Broadcast: TV and radio
- Advanced TV (OTT, CTV, Addressable)
- Terrestrial, Satellite Radio & Digital Audio
- Digital and Mobile Programmatic Display, Video, Native
- Search Engine and Email Marketing
- Print and Outdoor Media
- Social Media Strategy & Management, Paid Social Placement

Our media team is always accessible to Clark Creative Group clients to review and evaluate new media opportunities, talk through research or collaborate on media planning.

#### THE MEDIA PROCESS

##### **MEDIA PLANNING**

For us, media planning means we find your audience and engage them with your message. Data fuels this accuracy. Focused media strategy maximizes the efficiency of your budget. Whether your audience is a single decision maker, or several million end users, we'll find them and put you front and center. There's no textbook; it's an individual, holistic process. Our media team evaluates all aspects of client goals, industry trends, data, analytics, market trends and media consumption to inform a solid omni-channel strategy. Forming a cohesive media strategy enables us to deliver a media plan with key client goals in mind.



### AUDIENCE ANALYSIS

We understand how your audience consumes media and how the role media plays in their lifestyle translates into where and how we reach them.

Discovering the demographics and media consumption habits of your intended audience gives you a detailed perspective of the landscape. In this landscape of fragmented media audiences, it's more important than ever to view media and campaign evaluation through an omni-channel lens.

### DATA ANALYSIS INFORMS MEDIA STRATEGY

Our team members are experts at taking in relevant data, and using it to inform our media and campaign strategy executions.

Clark Creative Group has the following research resources at our disposal:

- Nielsen Media Research (television, radio and digital audience measurement)
- ComScore Media Services (television and demographic measurement)
- Freewheel (formerly Strata) Media Software (media analysis tool and market data)
- Media Audit (demographic information)
- Scarborough, Tapscan, KANTAR, SQAD, Marshall Marketing (provides qualitative information, buying habits and competitive spending data)
- Various Survey & Research Partners (qualitative & quantitative)
- Google Analytics
- Sprout Social

## CLARK CREATIVE GROUP

CLIENT NAME MEDIA SUMMARY  
DATE

CAMPAIGN NAME		TARGET (ie: W35-49)							
Publication/Station/Vendor	Placement	Reach / Freq / Impressions	Media Type	Device	KPI	Assets Needed	Run Date(s)	Due to Vendor	Cost
Television or Radio	Broadcast TV: XYZ Stations or Radio: XYZ Stations	87.9% / 11.2 Freq 2,540,422	Broadcast / Radio	n/a	n/a	:30s Video :30s Audio	15 weeks 5/17 - 8/29	5.12	\$XXX,XXX
Markets:									
Streaming/OTT	Streaming TV: XYZ Vendors	625,000	Streaming	Cross Device	Reach	:30s Video	15 weeks 5/17 - 8/29	5.12	\$XXX,XXX
Markets:									
HULU	Streaming TV: W35-49 Targeting: Minneapolis & Kansas City City-Level Geo (Not DMA) Estimated Reach / Freq: 598,086 Reach / 2.4 Freq	1,435,407	CTV	Cross Device	Reach	:30s Video	5/24 - 8/29	5.12	\$XXX,XXX
Markets:									
Digital Audio	Digital Audio: XYZ Vendor	52% Reach / 2.0 Freq 1,150,000	Digital Audio	Cross Device	Reach	:30s Audio Companion Banner	15 weeks	5.12	\$XXX,XXX
Markets:									
Paid Social	Facebook / Instagram	TBD	Digital: Social	Cross Device	Video: VCR Display: CTR	:15s Video Image & Copy	15 weeks	5.12	\$XXX,XXX
Markets:									
Digital	Standard Display Goal: Website Visits	15,885,185	Digital Display	Cross Device	CTR	Various Display Sizes	3/15-12/31	3.1	\$XXX,XXX
Markets:									
Digital	Digital Video Conversion Goal: Downloads of App	5,300,834	Digital Video	Cross Device	VCR/CTR	:15s	3/15-12/31	3.1	\$XXX,XXX
Markets:									
Digital	Retargeting Conversion Goal: Downloads of App	1,580,282	Digital Display	Cross Device	CTR	Various Display Sizes	3/15-12/31	3.1	\$XXX,XXX
Markets:									
Digital	SEM-Branded & Non Branded Keywords, Pixel Tracking, Sitelinks, Call Extensions Conversion Goal: Request information	CPC Campaign 8,725 Estimate Clicks	SEM	Cross Device	CTR	Text Ad	1/1-12/31	12.15	\$XXX,XXX
Markets:									
		<b>Total Impressions</b>	<b>28,517,130</b>						<b>CAMPAIGN TOTAL \$XXX,XXX</b>

MEDIA SUMMARY SAMPLE



### MEDIA BUYING

When it comes to media buying, we go beyond cost-per-point and rate negotiation. Added value and strategic use of media platforms are all part of our comprehensive approach to buying. Strong negotiation skills and long-term relationships are still the most important assets in facilitating media schedules from start to finish. Schedule adjustments are made to respond to inventory restrictions, programming changes or new opportunities—each done to maximize the client’s budget. The media campaign is constantly evaluated in order to revise schedules due to special circumstances or opportunities presented mid-campaign.

### GATE KEEPERS

Our media team serves as the first point of contact for all vendor inquiries. Because we have such a solid understanding of our client’s holistic annual campaign needs and goals, we’re able to pass along relevant opportunities without overwhelming clients with a constant barrage of media options and information. We’re able to bring the best ideas forward while staying focused on the client’s short and long-term goals.

### TRADITIONAL BUYING

Clark Creative Group has more than 40 years of combined traditional buying experience. We understand how traditional media, digital media and emerging media combine to create the best overall approach.

CAMPAIGN NAME						
4 Weeks: 5/17 - 6/13						
Market/System: NAME OF MARKET						
Program	Rate	Wks				
		Dur	5/17	5/24	5/31	6/7
<b>STATION NAME</b> <span style="float: right;">Affiliation: ABC</span>						
MTuWThF 6:00a- 7:00a FIRST NEWS	✓ \$225.00	30	4	4	4	4
MTuWThF 7:00a- 9:00a GOOD MORNING AMERICA	✓ \$275.00	30	4	4	4	4
SaSu 7:00a- 9:00a SA 7a9a FIRST NEWS	✓ \$125.00	30	2	2	2	2
M 7:00p- 9:00p BACHELORETTE FINALE DATE TBD	✓ \$1,500.00	30	0	0	0	0
M 7:00p- 9:00p BACHELOR FINALE	✓ \$2,000.00	30	0	1	1	1
Su 7:00p- 9:00p AM IDOL FINALE	✓ \$1,200.00	30	1	0	0	0
MTuWThFSaSu 5:00a-12:00a BONUS	✓ \$0.00	30	3	4	4	4
<b>Summary by Station</b>						
	Spots	Total	Adults 18-24 Reach Freq	Adults 25-54 Reach Freq	Adults 35-64 Reach Freq	
Station 1	20 ✓	\$20,000.00	68.0% ✓ 2.9	68.0% ✓ 2.9	68.0% ✓ 2.9	
Station 2	209 ✓	\$46,950.00	33.4% ✓ 8.9	34.7% ✓ 9.2	30.0% ✓ 8.3	
Station 3	233 ✓	\$54,500.00	35.4% ✓ 11.6	36.8% ✓ 12.4	35.0% ✓ 11.7	
Station 4	105 ✓	\$12,495.00	14.6% ✓ 5.8	15.5% ✓ 6.1	14.6% ✓ 5.8	
<b>Market Total:</b>	<b>567 ✓</b>	<b>\$133,945.00</b>	<b>87.9% ✓ 11.2</b>	<b>88.6% ✓ 12.0</b>	<b>87.3% ✓ 10.7</b>	

MEDIA BUY SAMPLE



## **DIGITAL BUYING**

The options for digital marketing are seemingly countless. While many agencies partner with one technology and digital vendor solution to execute all client digital campaigns, Clark Creative Group is purposefully digitally agnostic. We will find the correct solution regardless of internal agency partnerships. This allows for a better overall view of the digital landscape and options. While it initially takes more time to evaluate a myriad of options, we're confident that this approach is better for our clients' digital buying.

## **SOCIAL BUYING**

We frequently recommend a combination of organic posts, boosted posts and paid social ads. We consider boosted posts separate from a paid social ad, which we view as more similar to a digital display ad. We often recommend that organic posts with high engagement be boosted to specific target audiences. Many times, this is a look-alike audience of current followers. This allows for an increased reach to a similar audience without spending a lot of advertising dollars.

When planning a paid social media campaign, we evaluate the success of past campaigns and target audiences. We then use this knowledge to build the campaign. Once launched, we evaluate and adjust as needed during the campaign. Often we run multiple creative messages to determine which one best resonates with the target audience.

## **SEARCH ENGINE MARKETING (SEM) BUYING**

We execute SEM campaigns for many clients. We plan budgets, strategy and overall build for the search campaign. We determine KPIs for each campaign and track results and analytics. We execute our campaigns through digital vendor partners rather than keeping the optimization in-house. This allows for greater collaboration on both strategy and bottom line statistics. Digital vendors often look at their campaigns in a vacuum. We allow them to manage the bidding and daily optimization, while we are responsible for making sure the SEM campaigns run with comprehensive campaign goals in mind, rather than just the highest click-thru rate, for example.

## 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.*

Clark Creative Group has been developing and designing public awareness campaigns for clients for three decades. We have developed and implemented statewide campaigns similar to this for a variety of organizations, and on a variety of complex topics, in English, Spanish and several other languages. Many of these campaigns have required us to break down statutory requirements so the public can understand them. Our statewide campaigns for Nebraska ballot initiatives and the 2020 Census have all required this kind of work.

### **Examples include:**

- 2020 Census
- Ballot Initiatives such as Medicaid Expansion, Raise the Wage and Payday Lending
- Open Enrollment for the Health Insurance Marketplace
- Substance Use Awareness
- Early Childhood Education
- Public Schools and Public School Teachers
- First Amendment Rights
- Medicaid Changes
- Homelessness
- Juvenile Justice
- Flood Insurance
- Contractor Fraud
- Education (Secondary and Higher Ed)

The best way to describe our experience is to share samples of our work for similar campaigns. Following is our work for the 2020 Census Campaign and Health Center Association of Nebraska.



## CIVIC NEBRASKA

Civic Nebraska hired Clark Creative Group to create and implement a statewide awareness campaign around the 2020 Census.

CCG developed all messaging and creative assets as well as placed and managed all media components.

## STRATEGY

The challenge was to dispel fears and communicate benefits around the 2020 Census, particularly in communities where response has historically been low. We developed and implemented a targeted media campaign that uses statewide television, radio, streaming television, paid social media, print ads and billboards in English and Spanish. The initial five-month, statewide campaign called "Let's Do Our Part, Nebraska" communicated the safety and ease of filling out the census – as well as the benefits participation brings to our state.

## RESULTS

- Nebraska's response rate was third in the nation: 68.6%



FLYERS
PRINT ADS

DIGITAL
PAID SOCIAL

View Nebraska Counts video sample at:

<https://vimeopro.com/ccgpost/nebraska-voting-id-requirement-awareness-rfp>



## HEALTH CENTER ASSOCIATION OF NEBRASKA

Clark Creative Group has worked with HCAN since 2016 to develop and implement campaigns that provide health care marketplace enrollment information to uninsured Nebraskans, encouraging them to enroll. Targets are directed to the website and encouraged to visit Nebraska Community Health Centers, where Enrollment Navigators can help them enroll. Although we have also produced and implemented campaigns on Covid-related issues, Medicaid changes and more for HCAN, this case study will focus on the 2022 Navigator Campaign. We have produced these campaign assets in English, Spanish and Sudanese.

## STRATEGY

We developed and implemented a targeted media campaign that uses statewide television, radio, streaming television, print ads and billboards in English and Spanish.

The creative direction for the campaign was to feature Nebraskans with questions and concerns around health care coverage, with an emphasis on how Navigators can provide the help they need. A simple directive and strong call-to-action was used, asking viewers to contact individual health care centers and/or visit the website, where they can find simple instructions on how to set up an appointment and specific contact information for each Nebraska Community Health Center. Each HCAN member clinic received customized posters, print ads and social media assets to use internally.

## RESULTS

- Website visits increased 25%
- Calls and walk-ins to the health centers increased on average 22%
- Patients cited radio as the primary reach medium, with billboards a close second

We can help you navigate the Health Insurance Marketplace.





Charles Drew

HEALTH CENTER, INC.

402-451-3553

charlesdrew.com

OUTDOOR



**We can help you navigate the Health Insurance Marketplace.**

 **Good Neighbor**  
Community Health Center

**402-562-8962**  
goodneighborcommunityhealthcenter.com



**ATENCIÓN MÉDICA**  
que puedes confiar.

 **OneWorld**  
Community Health Centers, Inc.

402-734-4110  
oneworldomaha.org



**COMMUNITY HEALTH CARE**  
You Can Trust.

 **COMMUNITY ACTION**  
**HEALTH CENTER**  
MEDICAL • DENTAL • BEHAVIORAL HEALTH SERVICES

308-632-2540  
capwn.org

PRINT



**We can help you navigate the Health Insurance Marketplace.**

Call to set up an appointment with a Navigator Enrollment Specialist. We will explain your coverage options, answer any questions, help you enroll and see if you qualify for financial assistance.

**Open Enrollment is November 1 - January 15**  
No search in health care coverage or enrollment for the first time.

 **402-502-8888**  
oneworldomaha.org



**Medicaid renewals are coming.**

Changes are coming to Medicaid. It is important to know how these changes could affect your Medicaid coverage. You may need to renew your coverage. The renewal process is simple and can be completed online, by mail, or by phone.

**STEP 1 Update your contact info**  
Make sure Medicaid has your most up-to-date contact information. This includes your mailing address, email, and phone number.

**STEP 2 Check your mail often**  
You may receive a renewal letter explaining you or your family's eligibility for Medicaid. This letter will tell you how to complete coverage.

**STEP 3 Fill out your renewal form by the due date**  
If you receive a renewal form in the mail, fill it out and return it to Medicaid. There is a specific due date and sometimes that the form needs to be filled out. You can also fill out www.renewmedicaid.org online in your account to renew your coverage online. You may need to provide updated information about your income, family size, and other personal details.

Help is available and you can receive free assistance. Make an appointment with a Navigator Enrollment Specialist today!

 **402-451-3553**  
charlesdrew.com



**Community Healthcare You Can Trust**

At Charles Drew Health Center, our strength is in our community. As your trusted community healthcare source, we provide COVID-19 testing, treatment, vaccines and boosters, as well as high-quality and affordable medical, dental and behavior healthcare, pharmacy and enabling services.

 **Charles Drew**  
**HEALTH CENTER, INC.**



402.451.3553 | Call us today to schedule your appointment! | charlesdrew.com

## 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.*

We have branded hundreds of organizations and campaigns over the past 30 years and are accustomed to copyrighting and registering brands when needed.

For campaigns such as this, we believe it is essential to first develop a brand or creative framework, from which all other creative will flow. The name of the campaign is particularly critical. It must be clear and concise yet also resonate with the target audience. Our design team is adept at developing a visual brand that is appealing and relevant, in formats that will be easy to apply to a variety of mediums for the campaign.

The best way to describe our experience is to share samples of our brand work for similar campaigns. We recently launched a public awareness campaign for the University of Nebraska Public Policy Center and the Nebraska Department of Health and Human Services on substance use. Following is some of our work for the Choose You Campaign, which included a detailed toolkit for partner agencies to use.

choose  
you  
> Live above  
the influence.



## UNIVERSITY OF NEBRASKA PUBLIC POLICY CENTER

The University of Nebraska Public Policy Center, in cooperation with the Nebraska Department of Health and Human Services, hired Clark Creative Group to develop and implement a statewide awareness campaign on substance use. Since the pandemic, substance use among all ages has increased, and a grant was designated to educate and remind residents to be more mindful of their use.

### STRATEGY

We developed a creative strategy that doesn't lecture users or address a specific substance, and implemented a targeted media campaign that uses statewide television, radio, streaming television and print ads in both English and Spanish.

The creative theme we developed for this campaign was "Choose You: Live Above the Influence." Choose You is a phrase that resonates with younger people, which fit well for our specific targets of young adults and parents. Instead of using scare tactics or statistics, like we see in Tobacco and other substance-related campaigns, we kept things positive by featuring Nebraskans from all walks of life who have chosen to live substance-free. This included a diverse mix of college students, parents and grandparents. Television spots, radio spots, print ads and a variety of assets for partners were created for the campaign. We also provided social media training for the coalition partners.

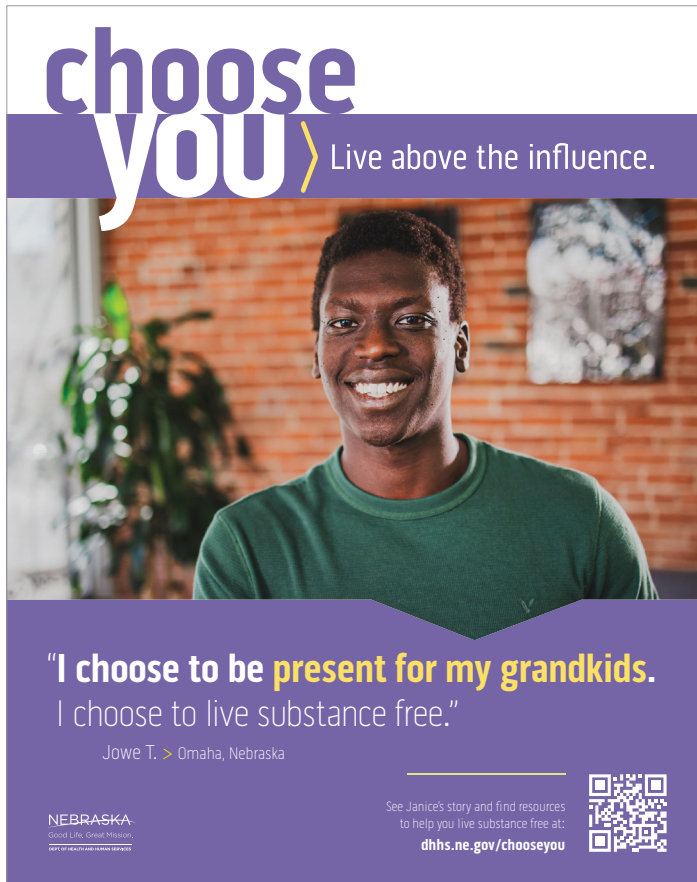
### RESULTS

- The campaign landing page was viewed 5 million times over the course of the campaign: Sept. 2022 – Feb. 2023
- Visits to local coalition member organizations increased from 100 visits per month on average to 145 visits per month during the campaign

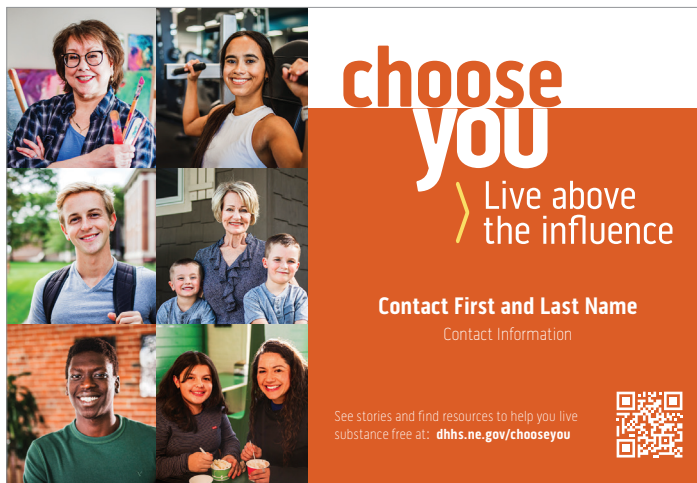




POSTER



SOCIAL MEDIA POSTS



RACK CARD TEMPLATE FOR PARTNERS TO USE INTERNALLY

## 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.*

Clark Creative Group was founded on the principles of collaboration and teamwork, and that's how we prefer to work with our clients. Every campaign is the result of a partnership between our team and yours. This kind of collaboration results in better ideas and greater success.

We are experienced and proficient at engaging stakeholders and customers/voters in the discussion to ensure all perspectives are considered. In fact, we usually insist upon this. We also rely on research to help inform messaging and creative direction.

When you partner with Clark Creative Group, you quickly understand why clients have been with us for years. We want to grow together – your vision becomes ours. Creating such partnerships is what allows us to attack each campaign with entrepreneurial style, direct communication and decisive action.

Each client has a dedicated team within our agency that provides personal-touch account service and top-notch creative. Your team would be personally led by owners Fred and Melanie Clark – both of whom are 100 percent involved in all creative and media campaigns and projects.

We know from clients who have tried other firms that Clark Creative Group's customer service is unparalleled. All client requests or inquiries are responded to immediately. Our account team works closely with your team, updating and presenting ideas along the way. Project status updates are sent to ensure accuracy and to adhere to deadlines. We also have a strict quality control policy that is applied to every piece of work before it leaves our doors.

We would be happy to provide client references to speak with you about our customer service, attention to detail and ability to meet deadlines upon request.

## 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.*

One of Clark Creative Group's greatest strengths is in boiling down complex issues so the public can understand them. We know how to take the most important aspects of an issue and communicate them clearly and concisely. We know most people don't take the time to read long paragraphs, so we have become adept at writing bite-size copy points and presenting them visually so people can grasp them quickly and easily.

The creative director who leads our graphic design team has been with Clark Creative Group for 22 years and is a master of design when it comes to campaign brands, brochures, fact sheets, post cards, direct mail pieces and more. He and his team are masters at applying a campaign's visual identity to whatever tools are needed.

The best way to describe our experience is to share our work from a similar campaign. We developed a campaign theme and comprehensive visual campaign brand for the Nebraska State Education Association to promote public schools, and a campaign theme and brand for Columbus Public Schools to raise funds to build a STEM high school. This work demonstrates how we create a brand for a campaign and apply it to a variety of assets. Samples of these follow.



**NEBRASKA STATE EDUCATION ASSOCIATION**

The Nebraska State Education Association (NSEA) advocates for quality public education. Clark Creative Group has been NSEA's marketing partner for 18 years. We develop all messaging and creative assets and place and manage all media components.

**STRATEGY**

Build statewide awareness of the role Nebraska school teachers play in shaping the lives of students and setting them up for future success.

This campaign runs annually with similar themes, with an overarching goal of building statewide awareness of the role Nebraska school teachers play in shaping the lives of students and setting them up for future success.

This year's statewide campaign, "Public School Proud," highlighted the individual stories of successful students and the connection between the student and their Nebraska educators. We produced a video series and placed media on statewide television and paid social and digital platforms that directed the audience to view extended web interviews on NSEA.org.

**RESULTS**

The goal of these annual campaigns is to build statewide awareness around public education and to increase NSEA memberships. During each flight, website visits increase an average of 20 percent. NSEA memberships and general awareness around public education have steadily increased with each campaign.



TO VIEW, GO TO

<https://vimeopro.com/ccgpost/nebraska-voting-id-requirement-awareness-rfp>



# PUBLIC SCHOOL PROUD

Nebraska State Education Association

Tell us what makes you Public School Proud.

[nsea.org/proud](http://nsea.org/proud)



"Public education is the deciding factor for many of our students. The chances that we give them make a world of difference."

Tracy Hartman-Bradley  
Native American Specialist  
for Omaha Public Schools



## PUBLIC SCHOOL PROUD

Nebraska State Education Association

Tell us what makes you Public School Proud.

[nsea.org/proud](http://nsea.org/proud)



"My public school teachers helped me become a better version of myself."

Joseline Reyna  
Grand Island, Nebraska



## PUBLIC SCHOOL PROUD

Nebraska State Education Association

Tell us what makes you Public School Proud.

[nsea.org/proud](http://nsea.org/proud)

**Nebraska State Education Association**  
Sponsored · 🌐

La educación pública hizo una diferencia para Iggy Machuca. Sus maestros de escuela pública le dieron el apoyo y [...See more](#)

**iggy Machuca**  
Norfolk, Nebraska

[nsea.org/proud](http://nsea.org/proud)  
**Cuéntanos que te hace sentir orgulloso de la...** [Learn more](#)

👍 Like    💬 Comment    ➦ Share

**Nebraska State Education Association**  
Sponsored · 🌐

Public Education made a difference for Cammy Watkins. Her teachers gave her the support and confidence she needed to succeed.

**Cammy Watkins**  
"I am a product of public schools, I know the difference that it can make"

[nsea.org/proud](http://nsea.org/proud)  
**What makes you Public School Proud?** [Learn more](#)

👍 Like    💬 Comment    ➦ Share



## COLUMBUS PUBLIC SCHOOLS

Columbus Public Schools hired Clark Creative Group to produce a Capital Campaign to raise funds and garner support for the construction of a new STEM-focused public high school.

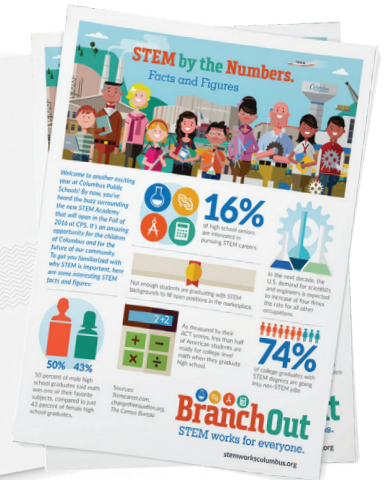
## STRATEGY

The campaign had multiple targets, including community and business leaders, school teachers and current students and their parents. The target audience included both English & Spanish-speaking community members, so a graphic approach was developed to aid in the ease of translation and understanding. The campaign was called "Branch Out - STEM works for everyone." This visual theme was applied to all campaign assets, including a toolkit for internal use.

## RESULTS

As a result of the campaign, Columbus Public Schools raised more than the required funding for the construction of the new high school and secured additional internship opportunities for high schoolers at area businesses.





## 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.*

Clark Creative Group has always been known for our expertise in coordinating and producing high-quality television spots and videos, including securing the film crew, talent, location and make up. We also provide our own award-winning film director, Fred Clark, who has a unique eye for setting up well-crafted shots and a talent for coaxing shy subjects into saying their lines perfectly. Fred is hands-on with all creative for these types of campaigns, from theme inception to script writing to on-location directing to final product. We believe the quality of production should reflect the quality of the institution, so we always aim very high in this work.

A formal shoot schedule is developed in cooperation our clients, and your Clark Creative Group account executive, film director and production assistant are always on site for the entire shoot. We have been told over the years by clients that no crew moves as seamlessly from shot to shot as we do. We are representing our clients on set, and we take this very seriously.

We handle all video production in-house, with a full-scale production department and on-site editing suite that allows for a more hands-on approach and faster turnaround time on projects, as well as the ability to keep costs down. Controlling video production in-house ensures we can deliver an extremely high-quality products at discounted prices for important public awareness campaigns like this.

It's also important to note that all video and audio is repurposed for uses beyond television and radio spots. Video and audio tracks are used in streaming, digital and social media. That's why we always produce not only :30 spots, but also :15s and sometimes even :10s for use on digital mediums. These are all just part of the video package.

We also have an in-house video animation team for animated videos. We often recommend a graphics/animated video for public service campaigns in addition to traditional videos. This is a great way to get a complex message across on digital platforms. We have a couple of examples of these on the link below.

Regardless of the medium, the overall brand, graphic elements, marketing strategy and campaign messaging are taken into account as part of the big picture. Our creative, graphic design and video production departments work as a team to ensure the finest end product on all mediums. When you partner with Clark Creative Group on production, you reap added value in terms of both monetary savings and customer service.

**Please visit this link to view some of our video samples:**

<https://vimeopro.com/ccgpost/nebraska-voting-id-requirement-awareness-rfp>



### 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.*

Clark Creative Group has vast experience creating artwork for outdoor/out of home advertising. In addition to designing billboards for nearly every client we serve – from colleges to nonprofits to businesses selling products – we have wrapped buses for client such as Metropolitan Community College and CASA for Douglas County, and even wrapped a train in Minneapolis for Visit Omaha. We've also designed bus benches and developed unique environmental signs for a variety of other projects. Examples of these are scattered throughout the client samples provided.

### 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.*

For organic social, Clark Creative Group uses Sprout Social for management and cross posting as well as analytics for Meta (Facebook/Instagram), and X (formerly Twitter). We utilize Meta's tools for direct paid social placement and also place through a DSP manager. Because our agency has a strong video production reputation, our media department often has highly produced videos to place as part of our clients' campaigns. As a result, we run YouTube and streaming TV (OTT) for most of our clients' campaigns. We typically lean toward PMP (Private Marketplace Partnerships) to secure premium content OTT. We also have utilized several vendors to produce and place interactive streaming TV, which encourages user participation in the form of QR code scanning or carousel-type scrolling within a streaming TV unit.

Clark Creative Group also runs Addressable Digital Marketing as part of our stack of digital solutions, which allows us to device-match a client's CRM and serve digital display, video and streaming TV (OTT) to those specific households.

### 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.*

Clark Creative Group has been in business placing media for more than 30 years. We have experience placing statewide media within Nebraska in all media types. We place print direct through publication and through the Nebraska Press Advertising Service. We have placed broadcast audio directly with individual stations/station groups as well as through media consolidators like Learfield. We place broadcast television across stations within Nebraska and have worked with all of the stations in the state. We place all types of digital media, including paid social, streaming TV (OTT), digital audio, digital display and video, YouTube, addressable digital, native, email, search and various others. We have also placed several statewide outdoor campaigns within Nebraska.

We also work regionally for several clients and place in multiple markets such as Des Moines, Sioux City, Sioux Falls, Kansas City, Minneapolis, Chicago and Denver. Some clients place media nationally, however those are few. As one of the largest media placement agencies in the area, our buyers have solid negotiating skills and always get the best value for our clients.

## F. LANGUAGE AND ACCESSIBILITY

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

Many of Clark Creative Group's clients have marketed to both English and Spanish populations for the past decade or more. For Metropolitan Community College, for example, we produce nine annual campaigns, with assets in both English and Spanish, for video, audio, print and digital platforms. Other clients for whom we produce annual English and Spanish campaigns include the Health Center Association of Nebraska and Nebraska State Education Association. For public awareness campaigns like this one, we always suggest a Spanish language component to our clients. We also have a native Spanish speaker on staff.

We apply accessibility requirements to everything we do and have been doing this for so long that it has become automatic for our experienced team. Diversity and inclusion have been an important part of our work since the company's inception, and we always have an eye for this in every campaign we produce.

## 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.*

We start measuring the effectiveness of our marketing plans right from the start of each campaign, making sure your target demographic is being reached consistently and frequently to optimize each campaign's success and deliver ROI.

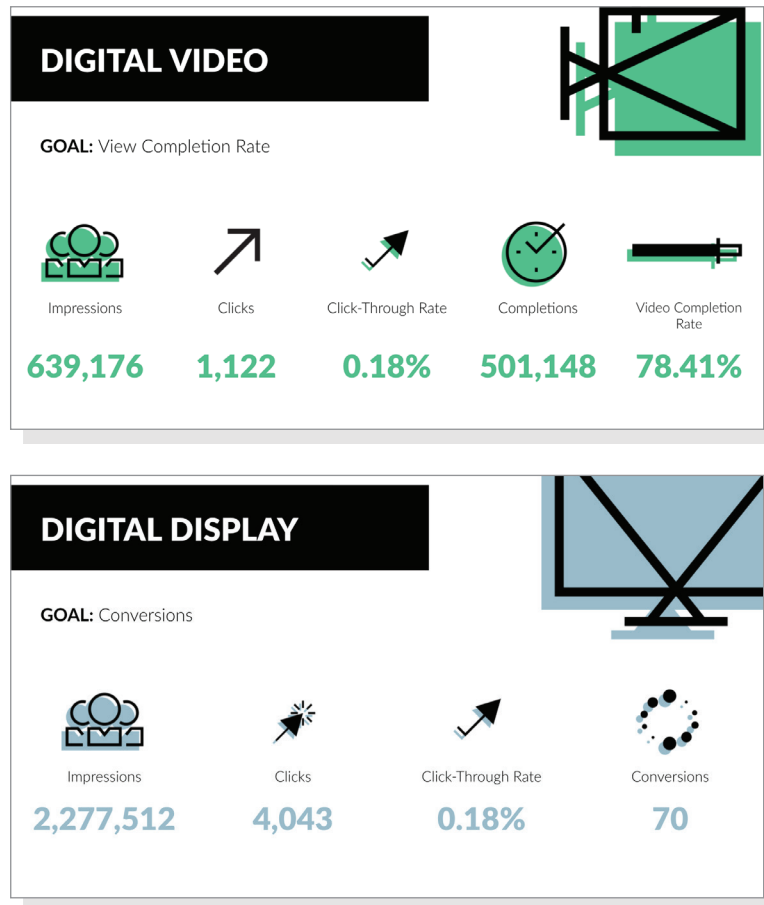
### ANALYSIS

Staying on top of the details enables us to conduct a full analysis of campaign results to measure against objectives. It takes an eye for detail to make sure your buy is delivered correctly and the results are measured. We are constantly analyzing client campaigns and often adjust media schedules as a result of those analytics.

## POST-ANALYSIS & RECONCILIATION

Reviewing media invoices and affidavits is the final step in the media process. We make sure everything ran as ordered and was billed correctly. We pride ourselves on being good stewards of client budgets by providing fast and accurate billing. Our review and follow-up with media stations and outlets ensures that clients receive the full value of their media investment.

Digital and social evaluation and reporting is conducted throughout the campaign, and a final campaign statistics analysis and client report is generated at the conclusion. Total impressions, click-throughs, conversions, site analytics and a myriad of other metrics allow us to measure the success of the campaign. Reporting to clients can be provided as frequently as requested. However, we suggest at least a 2-to-3-week spacing between reporting. This provides time for the campaign to have measurable optimization differences for evaluation.



DIGITAL MEDIA REPORT SAMPLES

## 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.*

The Clark Creative Group team is very experienced at launching these types of campaigns within expected – and even expedited – timeframes. We know how to land on a solid creative and media strategy, complete the work, handle the approval process and launch the campaign on the agreed upon timeline. This campaign is a very important one to our state, and we can assure you that it will be a top priority for us. The schedule outlined on page 32 of the RFP in the Scope of Work is perfectly acceptable to Clark Creative Group, and we are confident we can meet each of these deadlines.

## 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.*

Client approval on the final plan is required before production work begins and before media is placed. The final plan and all subsequent proofs for campaign assets (videos, graphics, digital ads, etc...) will be sent via email, with client approvals also provided over email. Timeline for approvals is typically 2-3 days.

We factor in some edits and rewrites and stick to the schedule as closely as possible, only very rarely going outside of those parameters and, when this does happen, catching up quickly to get back on track so the campaign still launches on time.

Below is our creative development process for approaching awareness campaigns for our clients.

### **DISCOVERY**

In the Discovery phase, we take a deep dive into the issue or topic and research similar campaigns in other markets to engage the target audience. We research the media habits of the target audience and messaging that might resonate with each.

### **IDENTIFICATION**

After Discovery, we evaluate everything we learned and put together the building blocks for the plan. We determine measurable goals for each campaign, identify the target market(s), and evaluate communication channels.

## PLANNING

The Planning phase is where we write the actual plan, which includes:

- Marketing goals and objectives to achieve each goal
- The creative elements needed for each campaign
- Communication plans
- Media plans for television, radio, digital, outdoor, social, print and other forms of media
- Measurement devices / evaluation plan
- Budget allocation
- Any additional items specific to the marketing goals

We use research and technology to help us create your media plan. Clark Creative Group subscribes to both Nielsen and ComScore audience measurement data. We utilize both the qualitative and quantitative aspects of this research, and also use Freewheel (formerly Strata) media software to measure, build, implement, traffic, audit and optimize media schedules throughout the campaign.

Budgets and timelines for each campaign are defined during this phase. We present a detailed plan for review and approval, then adjust and refine as needed. Once the plan is approved, we open production jobs, gather specs and place the media.

The plan is the roadmap for the campaign. We will refer to the plan throughout the length of the campaign to ensure each objective is complete.

## PRODUCTION

By the time we reach the Production phase the marketing plan is complete and approved. Here is where we design and produce all of the materials needed for the implementation of the marketing plan. Copywriting, graphic design, script writing, video production, etc. are all completed during the Production phase.

We continually refer to the marketing plan and defined messages for each campaign to ensure the creative elements adhere to the plan.

## IMPLEMENTATION

Once the overall campaign objectives are approved, the implementation phase begins. Media plans are further negotiated to garner the lowest rates and the best added value for the client. Once the second-round negotiations have taken place, final buys are pulled out of our Freewheel software and placed with stations and vendors. Each order is confirmed, and our traffic manager ensures all campaigns are set to run the correct creative.

## EVALUATION

We monitor and assess each part of the plan throughout the duration of the campaign. We look at what works and what doesn't. We evaluate any changes in the marketplace and your organization. We adjust the plan if needed. At the conclusion of each campaign, we measure the outcomes and compare them to the goal.

Tools we utilize to evaluate a campaign's success include:

**Media Analysis:** We monitor and assess each part of the plan throughout the duration of the campaign and make adjustments as necessary. We also monitor all invoicing, traffic and placement of spots to compare to original orders. If anything runs incorrectly, CCG insists on "make goods" in addition to bonus GRPs.

**Digital Analysis:** We aggregate and prepare reporting based on all digital placed. We pull all statistics and monitor conversions and KPI set up prior to campaign implementation. This reporting is generally provided as a full report monthly, but campaigns are monitored daily. This reporting will also pull site statistics and trends through Google Analytics.

**Qualitative Data:** We utilize qualitative data to measure the effectiveness of the campaign in achieving the goals outlined in the plan.

## 11. SAMPLE

*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.*

Please see the following pages for samples of our work.



## METROPOLITAN COMMUNITY COLLEGE

Clark Creative Group has produced and placed branding and recruitment campaigns for Metropolitan Community College for the past decade.

### STRATEGY

Every year we develop and implement a multi-target recruitment marketing strategy that includes creative development, media planning and placement.

The creative strategy for this long-time client is always designed to recruit new students and brand MCC as progressive and innovative, while at the same time providing facts about the college and tomorrow's workforce needs. Each year, we develop a fresh campaign with targeted messaging that showcases real MCC students on the college's campuses.

The recruitment television, radio and digital ads target potential students who want jobs in high-demand careers, touting two-year degrees, certificate programs and degree completion. These campaigns also heavily target teens and their parents with messages about affordability and knocking out gen-ed.

The creative samples provided here are from various campaigns to show the scope and breadth of our work for the state's largest higher education institution.

### RESULTS

**MCC's enrollment is typically around 40,000 students, so these enrollment increases are significant for the industry.**

- Average of 2.15% enrollment increase year over year
- Average 52% spike in call volume during recruitment periods
- 59% increase in website visits during recruitment periods
- Facebook video's view-to-completion rate is 8% higher on average for the platform
- Click-through rate is typically around 20% higher than industry standards across all placements



**This is ME at MCC.**

**EARN COLLEGE CREDITS IN HIGH SCHOOL, TUITION FREE**

Get a jumpstart on college while in high school – tuition free.

- Students are eligible through July of their high school graduation year
- Earn an Associate Degree and/or transfer credits to university
- Transfer agreements with more than 50 other-year Nebraska colleges
- Engaging and flexible course delivery online or on-campus

ASK YOUR SCHOOL COUNSELOR OR CONTACT MCC TO GET STARTED

[APPLY NOW](#)
[LEARN MORE](#)
[CALL 831-MCC-2400](#)

METROPOLITAN Community College

**This is ME at MCC.**

**EARN A CAREER CERTIFICATE IN LESS THAN A YEAR**

Boost your career in no time. MCC makes it affordable and convenient.

For working adults looking to boost their skills and earning opportunities, MCC offers Career Certificates and Certifications of Achievement including:

- Solar Open Technician
- Pharmacy Technician
- Pharmacy Assistant
- Medical Services Representative
- Veterinary Assistant
- Therapist Technology
- Child Care/Child Care Worker
- Auto Engine Care
- CDL with 2 licenses

MEET WITH AN ENROLLMENT NAVIGATOR TODAY TO GET STARTED

[APPLY NOW](#)
[LEARN MORE](#)
[CALL 831-MCC-2400](#)

METROPOLITAN Community College

**This is ME at MCC.**

**SCHOLARSHIPS FOR ALL AGES**

You're eligible and encouraged to apply. MCC awards \$4 million in scholarships every year.

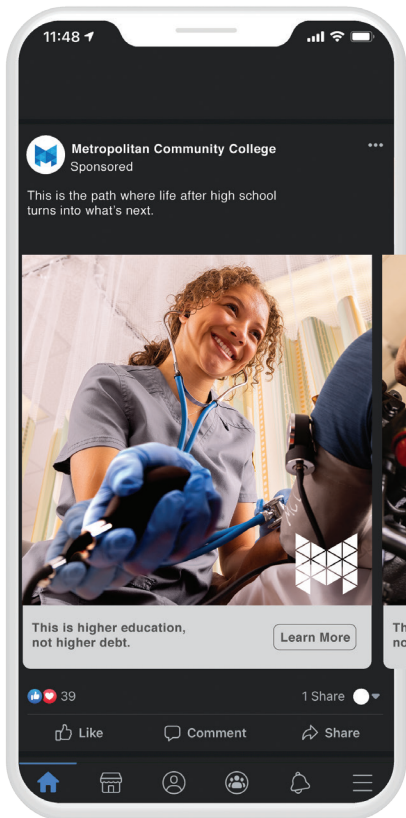
- Everyone is eligible – no age restrictions
- Apply year-round with a single application. It's quick, easy & free
- Use for tuition, books, fees or other education expenses
- Merit-based Scholarships – For Nebraska residents in eligible programs of study, renewable for up to three years
- Johnny Rodgers Career and Technical Education Scholarship – Award certificate of associate degree program to successful and applied students
- MCC Board of Governors Scholarship – For Nebraska residents 18 years of age or older, renewable for up to eight quarters

GET STARTED BY APPLYING TODAY!

[APPLY NOW](#)
[LEARN MORE](#)
[CALL 831-MCC-2400](#)

METROPOLITAN Community College





This is higher education, not higher debt.

Learn More



This is higher education, not higher debt.

Learn More



This is higher education, not higher debt.

Learn More





## OMAHA CONVENTION & VISITORS BUREAU

Every year we create messaging to promote Omaha as a travel destination, developing and implementing a multi-channel campaign targeted to families in Kansas City, Des Moines, Sioux Falls & Minneapolis through the use of television and OTT, radio and digital audio, digital display, social, print, and out of home advertising.

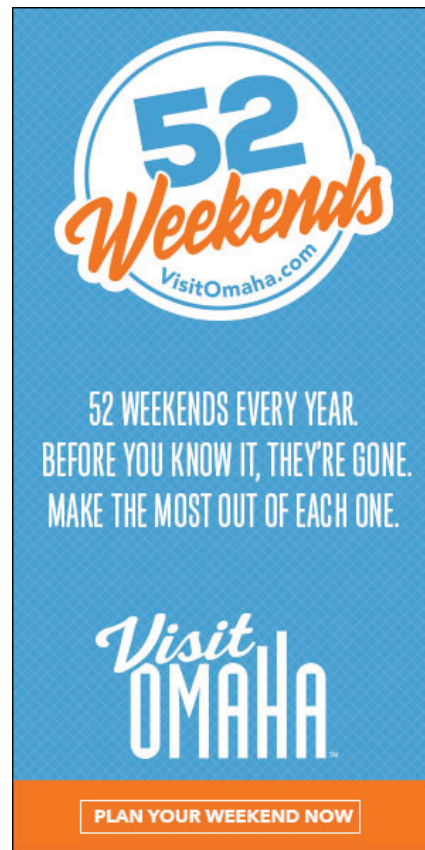
### STRATEGY

A campaign theme of "52 Weekends" was developed to define Omaha as a weekend destination any weekend of the year. The theme was expanded to include a campaign mark and messaging across all campaign elements.

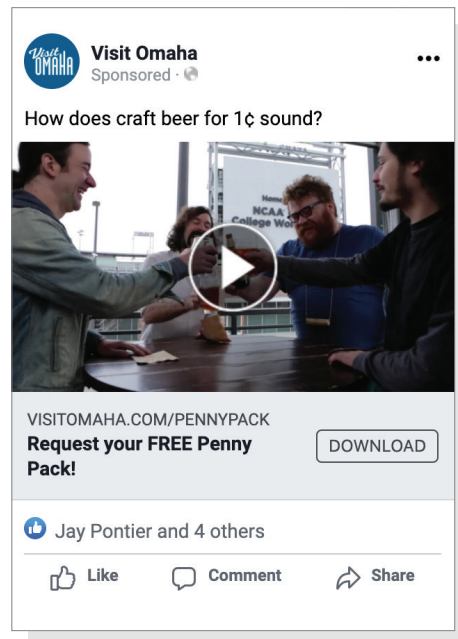
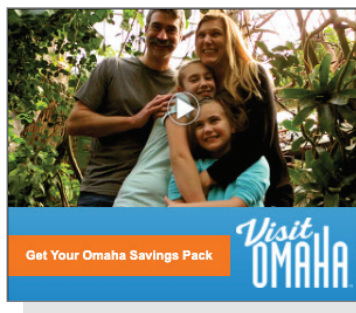
In 2022, we created a little sister for OMAR the troll, who lives under the Bob Kerrey Bridge. OMAI is an adventurous troll who invites visitors to find her at area attractions and collect buttons for the colorful backpack available in the Visitor's Center.

### RESULTS

- Increase in overnight visitation from target cities:  
Minneapolis - up 19%, Kansas City - up 2% Des Moines - up 3%
- 47% increase in website sessions from target markets
- 7,993 Savings Pack Downloads (62% increase)
- 4,659 Penny Pack Download (38% increase)
- The OMAI Campaign won Judge's Choice and a Gold award in the 2022 Addy Awards







**LOCALS KNOW BEST**



## **NEBRASKA BROADCASTERS ASSOCIATION & NEBRASKA PRESS ASSOCIATION**

These two nonprofit organizations recognized a knowledge gap in young people on the First Amendment freedoms and collaborated to educate the community.

### **STRATEGY**

CCG developed all messaging and creative assets as well as placed and managed all media components. The goal was build statewide awareness around the First Amendment, particularly among ages 17 to 25, and encourage discussion of the five-freedoms the First Amendment provides. We developed a five-month, statewide campaign called "Think First" highlighted the five freedoms on a variety of media platforms, including TV, digital video, radio, print ads, digital ads and paid social media ads.

### **RESULTS**

- Earned media: In the first 30 days, stories about the campaign appeared in 67 different media outlets across the nation – newspapers, digital news, television stations
- More than 5 million digital impressions were served
- The website had more than 442,000 pageviews
- This campaign was presented in Washington D.C. at the National Conference of Broadcasters. Due to its success in Nebraska, 8 other states have picked up the campaign to use in their areas



**I HAVE A VOICE AND THE FREEDOM TO EXPRESS IT.**

Understanding the First Amendment is key to protecting our free society.

Freedom of Speech allows you to share your opinions and express your thoughts. Under this right, you can share opinions or express your thoughts.

Learn more at [ThinkFirstAmendment.org](http://ThinkFirstAmendment.org)

Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government

WEBSITE

PRINT ADS



**I HAVE MY FAITH AND THE FREEDOM TO WORSHIP.**

Understanding the First Amendment is key to protecting our free society.

Freedom of Religion allows you to practice your religion freely or not at all. Under this right, you are free to think, express and act upon your religious beliefs, reasonably, respectfully and safely.

Learn more at [ThinkFirstAmendment.org](http://ThinkFirstAmendment.org)

Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government

THINK FIRST NEW YORK'S FREEDOMS



PAID SOCIAL



**I HAVE A CONCERN AND THE FREEDOM TO PETITION MY GOVERNMENT.**

Understanding the First Amendment is key to protecting our free society.

Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government

Sponsored by Meek & McInnes.

THINK FIRST NEW YORK'S FREEDOMS



**I HAVE A VOICE AND THE FREEDOM TO EXPRESS IT.**


Understanding the First Amendment is key to protecting our free society.

Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government

Sponsored by Meek & McInnes.

THINK FIRST NEW YORK'S FREEDOMS

Resources News
THINK FIRST NEW YORK'S FREEDOMS
REGISTER TO VOTE




**UNDERSTANDING THE FIRST AMENDMENT IS KEY TO PROTECTING OUR FREE SOCIETY.**

WATCH VIDEO

**AMMENDMENT I**


Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof, or abridging the freedom of speech, or of the press; or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.



**I HAVE MY FAITH AND THE FREEDOM TO WORSHIP.**

**RELIGION**


Freedom of religion prevents the government from setting up or establishing an official religion of the country. Because of the First Amendment, we can practice our religion however we want or choose not to participate in any religion at all.



**I HAVE A VOICE AND THE FREEDOM TO EXPRESS IT.**

**SPEECH**


Freedom of speech prevents the government from making any laws that stop us from saying what we feel or think. The American people have the right to share their opinions with other people or criticize the government.



**I FIND THE TRUTH AND HAVE THE FREEDOM TO SHARE IT.**

**PRESS**


Freedom of the press means we have the right to publish and circulate information or opinion without government interference or censorship (books, newspapers, broadcast or online).



**I HAVE A CAUSE AND THE FREEDOM TO PROTEST PEACEFULLY.**

**ASSEMBLE**

Freedom to assemble means we have the right to come together peacefully to organize and public gatherings. Citizens can join groups for religious, social, recreational, or political reasons. We can organize in order to act on a common idea and accomplish a common goal.



**I HAVE A CONCERN AND THE FREEDOM TO PETITION MY GOVERNMENT.**

**PETITION**

Freedom to petition the government means that citizens can ask for adjustments or changes in the government. Citizens can do this by collecting signatures for petitions and sending them to elected representatives. They can also call, e-mail, or write to their elected representatives.

Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government

Sponsored by Meek & McInnes.

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View video sample at:

<https://vimeopro.com/ccgpost/nebraska-voting-id-requirement-awareness-rfp>

## 6820 Z1 Cost Proposal

Bidder Name: Clark Creative Group

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.

<b>MEDIA PLANNING</b>		
	<b>Total Fixed Cost (Initial Term)</b>	
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$2,500	
2. Design of Public Awareness Campaign and Branding	\$3,500	
3. Other (Please Specify) Creative Development	\$5,500	
<b>MEDIA PRODUCTION</b>		
	<b>Unit Cost (Initial Term)</b>	<b>Quantity Recommended*</b>
1. Production of Education Materials for County Officials, Poll Workers, and State Agencies		
a. Video Production (10-15 minutes of video content)	\$28,000	1
b. Print Media	\$2,800	1-2 messages (included in cost)
c. Direct Mail (Please Specify) *does not including printing/mailing	\$4,500	1-2 messages (included in cost)
2. Media Production of Public Awareness Campaign (Provide individual cost for each item)	<b>Unit Cost (Initial Term)</b>	<b>Quantity Recommended*</b>
a. Video/Television Production (15-30 seconds of video content)	\$25,000	3 (included in cost)
b. Audio Media Production (15-30 seconds of audio content)	\$7,500	3 (included in cost)
c. Print Media Production – Print Advertisement	\$2,500	TBD
d. Print Media Production – Direct Mail	\$4,500	2-3 (included in cost – does not include printing and mailing)
e. Outdoor or Out of Home Media Production	\$2,200	2-3 messages (included in cost)
f. Digital Media and Social Media Production	\$2,500	2-3 messages (included in cost)
g. Other (Please Specify)	\$	
3. Branding Toolkit (See RFP Section V.E.2.J)	\$2,500	
<b>MEDIA BUYS</b>		
1. Recommended Media Buys* (Budget for Initial Term)	\$603,600 (gross)	



## 6820 Z1 Cost Proposal

Bidder Name: Clark Creative Group

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)	\$5,000 - \$18,000	\$5,000 - \$18,000	\$5,000 - \$18,000	\$5,000 - \$18,000
Video Production (10-15 minutes of video content)	\$10,000 - \$25,000	\$10,000 - \$25,000	\$10,000 - \$25,000	\$10,000 - \$25,000
Audio Media Production (15-30 seconds of audio content)	\$6,500	\$6,500	\$6,500	\$6,500
Print Media Production – Print Advertisement	\$1,900	\$1,900	\$1,900	\$1,900
Print Media Production – Direct Mail	\$2,200	\$2,200	\$2,200	\$2,200
Outdoor or Out of Home Media Production	\$1,500	\$1,500	\$1,500	\$1,500
Digital Media and Social Media Production	\$1,100	\$1,100	\$1,100	\$1,100
Other (Please Specify)	\$	\$	\$	\$

## 6820 Z1 Cost Proposal

Bidder Name:    Clark Creative Group   

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	\$155	\$155	\$155	\$155
Creative Services	\$150	\$150	\$150	\$150
Graphic Design	\$155	\$155	\$155	\$155
Illustration	\$175	\$175	\$175	\$175
Audio Editing	\$155	\$155	\$155	\$155
Consulting	\$135	\$135	\$135	\$135
Video Still Photography	\$150	\$150	\$150	\$150
Strategic Planning	\$125	\$125	\$125	\$125
Video Motion Graphics	\$165	\$165	\$165	\$165
Video Editing & Scoring	\$260	\$260	\$260	\$260
Video Shooting	\$260	\$260	\$260	\$260
Other (Please specify)	\$	\$	\$	\$