

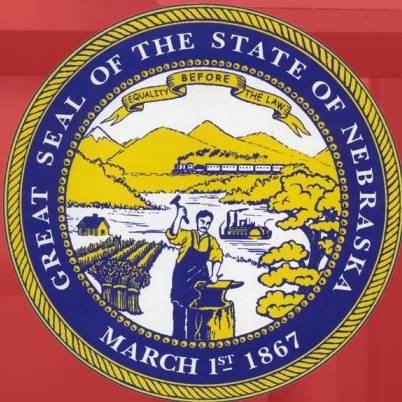
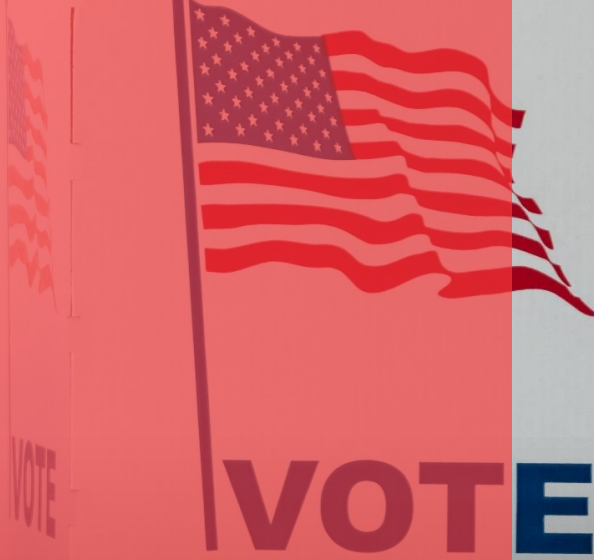


LEARFIELD

REQUEST FOR PROPOSAL

RFP 6820 Z1

September 27, 2023



NEBRASKA SECRETARY OF STATE

VOTER ID

RFP 6820 Z1

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Matthew Hansen
Dianna Gilliland
State Purchasing Bureau
1526 K Street
Lincoln, NE 68508

Dear Matthew and Dianna:

I speak on behalf of the entire Learfield Interaction team in saying how excited we are to respond to an RFP to partner with the Secretary of State's office in reaching and educating Nebraskans about the new requirements for voter identification to participate in the 2024 primary and general elections.

Learfield Interaction is unique in that it has the resources of a multibillion-dollar media organization, with the specific and sincere focus of helping state governments and associations reach and educate citizens on a statewide level. It is the very reason we exist, and it gives us tremendous confidence that we could forge a strong and successful partnership.

Included in this RFP response, you will find responses that meet and exceed your requirements. We hope that, through these pages, you'll also feel our genuine passion for helping you in ensuring one of the most important citizen duties an American can do is carried out by every registered Nebraska voter possible.

Should you need any other information to move this process forward and further validate your decision, please let us know. We're *always* happy to have a conversation with you!

We are grateful for this opportunity and sincerely appreciate your time and efforts.

Warmest Regards,



Jean Neuberger

Strategic Marketing Executive - Nebraska

NICE TO MEET YOU! WE'RE LEARFIELD

You may not have heard of us, but you've likely heard us.

We started in 1972 as a farm radio network led by two men: Clyde Lear and Derry Brownfield. Today, Learfield is the nation's leading provider of state news, college sports and agricultural information. Our daily radio programming can be heard on over **5,000** radio stations across the country, connecting local communities to the content they need to stay informed and be successful.



TODAY, WE'RE MUCH MORE THAN JUST RADIO

The work Learfield does affects millions of Americans on an everyday basis. Our teams help clients daily with amplifying brands and developing compelling digital marketing solutions that capture the hearts and minds of people nationally.

Ever scan a ticket to a football game or concert from your phone? Our Paciolan team has likely played a role in that.

Do you celebrate College Colors Day on the Friday before Labor Day? Our CLC team created the holiday that's celebrated in companies and schools around the country.

We've made a positive impact across the United States for over 50 years. And we're just getting started.



WE HELP NEBRASKANS LIVE THE GOOD LIFE

When a farmer in McCook wakes up each morning, he's able to turn to Nebraska's largest radio network, Brownfield, to hear the latest weather report and commodity prices.

From parents eager to take their kids to a UNO hockey game, to the diehard Creighton hoops fan checking the Bluejay athletics site, to eager teenagers gazing at the ribbon boards in Pinnacle Bank Arena before a concert, Learfield's impact in Nebraska runs deep.

With offices in Lincoln and Omaha, we're proud to be part of the daily fabric in Nebraska. By reaching, educating and advocating for Nebraskans, we work to ensure the good life remains a staple of the state.



POWERED BY  LEARFIELD



POWERED BY  LEARFIELD





LEARFIELD INTERACTION

Learfield Interaction is a division of Learfield whose purpose is to help state governments across the Midwest reach and educate the citizens they represent. Through an omnichannel approach, **Learfield Interaction** ensures that even the hardest-to-reach populations in the state can receive vital information provided by state governments to better serve their constituents.

What separates Learfield Interaction from other agencies?

- Unlike all other agencies, **Learfield Interaction** was specifically created with state governments in mind. Our resources are expansive, but our focus is centered completely on state governments and associations.
- **Learfield Interaction** helps maximize budgets because most services are performed in-house, or within our company-owned business units/divisions. This allows us to be more efficient, operating as a one-stop shop.
- Unlike traditional agencies, by executing services in-house, there are fewer fees and mark-ups. For example, we do not charge for writing an audio script, whereas other agencies do.
- We allow our clients to own any creative, ideas, produced media and other assets that we create for them.
- **Learfield Interaction** can expedite processes because we do less outsourcing.

WE'RE ESPECIALLY PROUD OF OUR PARTNERSHIP WITH NEBRASKA DHHS

Nebraska DHHS has a stellar reputation for helping Nebraskans statewide live better lives. The work done by DHHS significantly makes a positive impact daily on the citizens of Nebraska. It's work worth doing, and it is worthy of immense appreciation.



NALOXONE CAN REVERSE OPIOID OVERDOSE

DRUG OVERDOSE PREVENTION www.cdc.gov

Help Save A Life

NEBRASKA DEPT. OF HEALTH AND HUMAN SERVICES
DRUG OVERDOSE PREVENTION

You can help save a life with NARCAN. Find NARCAN pharmacies near you.

NEBRASKA NEEDS YOU... Help, Hope and Healing IN THE HEARTLAND



THERE IS HELP. THERE IS HOPE.

NEBRASKA Good Life. Great Mission. DEPT. OF HEALTH AND HUMAN SERVICES

NEBRASKA NEEDS YOU... Help, Hope and Healing IN THE HEARTLAND

(800) 273-TALK

LEARN MORE

Learfield Interaction has been privileged to partner with Nebraska DHHS on various campaigns that reach, educate and greatly benefit the lives of Nebraskans. From suicide prevention and naloxone awareness, to education on the dangers of radon and the benefits of hiring Nebraskans with developmental disabilities, to programs such as LIHWAP and the improved iServe Nebraska, we've proven to be a trusted resource for DHHS in their mission to help Nebraskans live better lives.



SECTION ONE: CORPORATE OVERVIEW

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CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Learfield Communications (A-L TIER II, LLC) is a Missouri corporation that is incorporated to do business in all 50 states. Learfield Communications was founded in 1972.

B. FINANCIAL STATEMENTS

Learfield has been in existence since 1972 and employs over 2,000 people across the United States. Learfield is a privately held company. The stability of the company is 50 years strong. Learfield's brands include news, agriculture and sports and can be found at <https://www.learfield.com/brands/>.

Learfield Interaction, along with our agricultural division, Brownfield, provides valuable news information and feature programming to listeners in all corners of your target geography. Whether your goal is product or event promotion, travel and leisure advertising, or recruitment, advocacy and awareness, our marketing and interaction capabilities can achieve results. Non-profit and advocacy organizations look to our team for innovative and effective marketing strategies for outreach, education, and prevention campaigns. For more information, please visit our website: <https://learfieldinteraction.com/whatwedo/>

Banking Reference

Commerce Bank
Ada Buckman Cone

VP Treasury Management Team Leader
901 E Broadway / PO BOX 1677
Columbia, MO 65205
Phone: 573-886-5234
Email: Ada.Cone@Commercebank.com

Auditor Reference

KPMG LLP
Stephanie Dieterich Coker
Suite 1400
2323 Ross Avenue
Dallas, TX 75201-2721

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CORPORATE OVERVIEW

C. CHANGE OF OWNERSHIP

There is no change of ownership expected within the next 12 months.

D. OFFICE LOCATION

Learfield Communications
505 Hobbs Road
Jefferson City, MO 65109

E. RELATIONSHIPS WITH THE STATE OF NEBRASKA

See the next page for a list of Learfield's business partnerships with the State of Nebraska over the past five years.

CORPORATE OVERVIEW

Section E: RELATIONSHIPS WITH THE STATE OF NEBRASKA

| ADVERTISER – FY19 | ORDER NUMBER | TOTAL |
|--|--------------------------|-----------|
| NE Children & Families Foundation | - | \$23,915 |
| NE Department of Health & Human Services | 873479 OP | \$11,000 |
| NE Lottery | 3289 | \$10,030 |
| ADVERTISER – FY20 | ORDER NUMBER | TOTAL |
| NE Children & Families Foundation | - | \$17,508 |
| NE Department of Health & Human Services | 960532 OP | \$11,000 |
| ADVERTISER – FY21 | ORDER NUMBER | TOTAL |
| NE Children & Families Foundation | - | \$25,772 |
| NE Department of Health & Human Services | 1047071 OP | \$36,880 |
| NE Economic Development | 13810209232-138326 | \$26,724 |
| ADVERTISER – FY22 | ORDER NUMBER | TOTAL |
| NE Children & Families Foundation | - | \$25,152 |
| NE Department of Health & Human Services | 1120636 OP | \$19,280 |
| NE Department of Insurance | - | \$13,360 |
| ADVERTISER – FY23 | ORDER NUMBER | TOTAL |
| NE Children & Families Foundation | - | \$26,195 |
| NE Department of Health & Human Services | 1172176 ZO 1199328 ZO | \$103,120 |
| NE Department of Insurance | - | \$19,371 |

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CORPORATE OVERVIEW

F. BIDDER'S EMPLOYEE RELATIONS TO THE STATE OF NEBRASKA

There are no current Learfield employees that have been employed by the State of Nebraska.

G. CONTRACT PERFORMANCE

Learfield has not had a contract terminated for default.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The Missouri Department of Mental Health asked Learfield Interaction to create a campaign to reach and educate Missourians on the various career opportunities within the Department of Mental Health.

MDMH wanted to highlight the increased pay and benefits, promote specific positions with job postings, and a call to action to visit their website to apply for positions within the department.

Campaign Schedule: May – October 2022

Campaign Investment: \$800,000

Subcontractors: None



— Missouri Department of —
MENTAL HEALTH

Sarah Murphy
MO Dept of Mental Health
Phone: (573) 751-8570 |
Sara.Murphy@dmh.mo.gov
1706 E. Elm Street
Jefferson City, MO 65102

STRATEGY

Learfield Interaction activated an aggressive omnichannel campaign, combining a mix of traditional media options, such as audio, billboards and signs on transit buses in St. Louis and Kansas City, with a digital approach, using Google, Snapchat, TikTok, and Meta platforms, including Facebook Events to hire prospective employees.

The results were a campaign that produced **112,150,048** impressions overall and **384,979** clicks from just the digital channels. This major increase in traffic led to a renewal of this campaign, which is currently running from March-September of this year.



H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The Missouri Veterans Commission asked Learfield Interaction to develop a campaign that reached and educated Missourians, while increasing their call volumes, driving traffic to their landing page and increasing tours, applications and admissions into Missouri Veterans Homes.

Campaign Schedule: July 2023 – February 2024

Campaign Investment: \$190,000

Subcontractors: None



**MISSOURI VETERANS
COMMISSION**

Aimee Packard

Missouri Veterans Commission

Public Relations Director

Aimee.Packard@mvc.dps.mo.gov

573-522-4228

205 Jefferson St., 12th Floor

Jefferson City, MO 65101

STRATEGY

To reach, educate and raise awareness, Learfield Interaction used an omnichannel approach that featured audio spots on our statewide network (Missourinet), plus broadcast TV.

We used Google Display, Meta and YouTube (featured on the phone screen to your right) to highlight the positive reviews from our veterans, as well as the nurses who work in Missouri's Veterans Homes.

We also created a sponsorship for the Missouri Veterans Commission through the "Missouri Military Minute" that's featured on Missourinet's daily news program "Show Me Today".



Click the play button on the phone to watch a Learfield Interaction produced video from this campaign!

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The Missouri Department of Mental Health asked Learfield Interaction to develop a marketing strategy for Phases 1 and 2 of a campaign to reach and educate Missourians about the new phone number for mental health assistance, 988.

As suicide rates have sharply risen since the COVID-19 pandemic, with numbers especially affecting teenagers (specifically teenage girls), senior citizens, rural Americans, Native Americans and single males, the demographics of this campaign were both diverse and expansive.

Campaign Schedule: December 2022 – May 2023

Campaign Investment: \$1,500,000

Subcontractors: None



Stacey Williams
Suicide Prevention Coordinator
Stacey.Williams@dmh.mo.gov
1706 E. Elm Street
Jefferson City, MO 65102

STRATEGY

Reaching, educating and creating awareness of a new, simpler way to find mental health assistance requires leaving no stone unturned, especially with diverse demographics.

Learfield Interaction created an aggressive, expansive campaign to ensure as many Missourians were aware of the new phone number as possible. From a traditional media standpoint, we used our proprietary statewide radio network (Missourinet), and combined it with broadcast TV, billboards, transit buses and ads in *Rural Missouri* magazine. We combined that with an aggressive digital approach using Meta, Google, YouTube, Snapchat, and TikTok, and added a programmatic media strategy with Spotify, Pandora and streaming TV.

We also capitalized on our assets in sports, posting video spots at JQH Arena (Missouri State), Mizzou Arena (Missouri) and even the steps at Chaifetz Arena (St. Louis University) during events. With our proprietary *Fanbase*, Learfield was able to gain insights from college sports fans across Missouri, allowing us to further tailor the messaging to ensure the awareness and education was thorough for Missourians.

The campaign generated over **250 million impressions** combined by Missourians. During the campaign, **calls to 988 in Missouri went up by over 20%**, and answer rates went up to 94%. As more calls mean more lives have been saved, this was a campaign whose partnership we're very proud to have earned.



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

The Learfield Interaction team brings forth **133** years of combined experience, coupled with immense resources, to help state governments reach and educate the citizens they serve, all while continuing the company's mission of building the team, growing the company and having fun while loving and serving others.

Your campaign team will consist of these dedicated professionals:

John Baker

*Executive Vice President
and General Manager*

John joined Learfield in 2007 and leads our Government Communications, Brownfield News, and Learfield Interaction divisions. John is instrumental in helping our state government clients achieve their goals and reach their agency mission. John's clients have included the states of Missouri, Iowa, Wisconsin, Texas, and Minnesota. John has over 25 years of marketing experience.

- 📍 B.S. – Missouri State University
- 📍 MBA – William Woods University
- 📍 16 years with LEARFIELD

Jean Neuberger

*Strategic Marketing Executive
Nebraska*

Jean is the first point of contact for managers, division directors and communications personnel looking to plan and strategize marketing outreach or educational efforts. He provides consultation to identify measurable goals, build audience segments and define geographical targets. Jean has over 10 years of experience in marketing, sales and customer service, and was a writer for a New York MarCom winning project for CSTV Network's online site.

- 📍 B.A. – University of Arkansas
- 📍 4 years with LEARFIELD



I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH (cont'd)

Myra Verslues

Director of Client Support

Myra manages the fulfillment team to ensure completion of projects, verifies contractual agreements, and manages radio availabilities.

‡ B.S. – University of Central Missouri

‡ 26 years with LEARFIELD

Sarah Hartness

Digital Strategy Coordinator

Sarah manages the digital activation of multi-faceted campaigns. She provides analytic reporting and campaign pivoting for optimization based on client goals and objectives.

‡ B.S. – Missouri State University

‡ 1 year with LEARFIELD

Parker Schulte

Digital Ag Advertising Coordinator, Videographer

Parker creates content for digital channels and is responsible for the placement, optimization, and reporting of digital ads. Parker also supervises our video production and editing.

‡ B.A. – Missouri State University

‡ 7 years with LEARFIELD

Liz Landwehr

Project Coordinator

Liz facilitates campaign fulfillment planning, ensures proper organization and punctuality of all campaigns and handles the tracking of contracts.

‡ B.S. – Missouri State University

‡ 5 years with LEARFIELD

Jennifer Shinkle

Research Analyst and Media Buyer

Jennifer pulls third party research, pricing, estimated analytics and media usage reports. She negotiates rates and added value or partnership messaging that will help amplify campaign results.

‡ B.A. – University of Missouri

‡ 17 years with LEARFIELD

I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH (cont'd)

Laura Isenberg

Visual Graphics Manager

Laura works with our DSM and ideation teams to develop visual graphics strategies for campaigns.

‡ A.A.S – East Central College

‡ 10 years with LEARFIELD

Bill Wise

Director of Creative Production

Bill provides copywriting, voice overs, casting, and production of audio spots for campaigns.

‡ Broadcast Center – St. Louis, MO

‡ Tech Education, Production, Advertising Sales and On Air Work

‡ 9 years with LEARFIELD

Shelly Hemmel

Contract Manager

Shelly provides detailed order entry, contracting and fulfillment including specialized billing, invoice affidavits, log distribution results and tracks weekly sales and incentive updates.

‡ 23 years with LEARFIELD

Callie Bexten

Proposal Coordinator

Callie creates client specific campaign proposals and sales materials. She prepares contracts and client summaries throughout the campaign and upon campaign completion.

‡ B.S.B.A – University of Central Missouri

‡ 2 years with LEARFIELD

Doug Boyer

Director of Finance

Doug manages the financial aspect of Learfield Interaction in terms of budgets, P&L and sales reports.

‡ B.S. – Central Methodist University

‡ MBA – USML

‡ 3 years with LEARFIELD

Brianne Hagenhoff

Finance Coordinator

Brianne provides contract fulfillment with specialized billing, invoice affidavits and log distribution results.

‡ 2 years with LEARFIELD

J. SUBCONTRACTORS

Learfield, being a full-service agency, does not intend to hire any subcontractors for this proposal.



SECTION TWO: TECHNICAL APPROACH



Attachment A - Technical Approach
Request for Proposal Number 6820 Z1

Bidder Name: Learfield Interaction

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

| |
|--|
| 1. UNDERSTANDING OF THE PROJECT REQUIREMENTS |
| Provide your understanding of the project description and scope of work. |
| Bidder Response: Learfield understands the significance and scope of this project. As you have noticed in the previous pages, we have had experience in developing campaigns, amplifying brands, and creating compelling ways to reach and educate audiences. There is nothing more important to the American way of life than the privilege we have as citizens to elect our government officials, and we understand this campaign's unique importance in ensuring that all registered voters in Nebraska know what they need to do to carry out the most important of citizen duties. With years of experience in helping various state governments reach and educate statewide audiences, we feel very confident in our ability to partner with the Secretary of State's office and deliver a campaign that gets Nebraskans qualified and prepared to vote in both the primary and general elections. |
| 2. PROPOSED DEVELOPMENT APPROACH |
| Describe your proposed development approach including recommended quantities for media production and recommended budget for media buys. Provide a detailed breakdown for media production and media buys by media type, including recommended quantities. If there are any overhead charges or mark-ups associated with media buys, please detail those costs below. |
| Bidder Response: For our full answer on our Proposed Development Approach, please turn to page 34. |

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: Learfield has a long history of helping state agencies reach the audiences they need. Planning and strategy sessions, project timelines, as well as surveys, interviews and appropriate tactics will be conducted by the Learfield team to ensure that the objectives are met for each respective campaign. In addition, our research analyst and strategic marketing manager can provide the latest research to ensure that our marketing strategy aligns with industry, target audience insights and trends.

Learfield has dedicated and experienced in-house teams to guide the strategy, planning and fulfillment of campaign objectives. Our creative team works diligently with project managers for pre-campaign development, including messaging and creative content development; our project coordinators and fulfillment staff teamwork to ensure that campaign elements exceed client expectations prior to campaign activation. Our research analyst and director of strategic marketing turn to industry-leading resources and tools to deliver insights critical for campaign development. Additionally, Learfield has the capability to organize interviews, distribute surveys, facilitate focus group discussions, and implement various additional means to conduct formative research. (Over 20 years' experience)

HIVE is project management software that we utilize. Seamless project progress is automated, and workflow is easily tracked by the marketing team implementing the SOS campaigns. With ease, client feedback is tracked, and revisions made prior to final approvals.

V-Creative is Learfield's media workflow software. We can help write and produce your audio messaging and track the approval process easily with V-Creative. V-Creative will house historic audio and track the flight schedule for your campaign.

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 reach as many people most effectively 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 public. Bidder must be able to provide media in both English and Spanish and meet accessibility requirements. Describe experience.

Bidder Response: Learfield Interaction is unique in that is specifically in business to cater to state governments in reaching and educating statewide audiences. Being able to break down complex government programs and objectives and turning it into compelling messaging that easily can reach and educate every citizen, everywhere in the state is what we have done for over five decades and continue to do today. Our project management teams work to create campaigns that not only are compelling in nature, but hit the right demographics, in the right geography, at the right time. Whether this means creating messaging in multiple languages or adjusting audio spots to accommodate to time zones (as Nebraska lies in two), or in time changes such as Daylight Savings/Standard Time, our mission is to create the best return on investment possible for the state government and taxpayer alike. While metrics such as impressions and clicks are important, Learfield is always cognizant of the fact that the key objective is to deliver messaging in such a compelling way that it leads to the actions that best benefits our clients. Our goal is simple: we want to ensure that Nebraskans statewide that are registered to vote meet the new qualifications so that every vote, and every voter, counts during both the 2024 primary and general elections.

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: Learfield's award-winning creative team has extensive experience in developing full branding campaigns. Our creative team will collaborate with program managers to understand and develop a goal-oriented message. Graphic design, video production, audio production, copywriting, and other creative fulfillment needs are managed by our in-house creative team. We allow all the creative that we do to be owned by the client, so our creative assets in the campaign will be collected as a toolkit that is available for the Secretary of State's office to use at any time.

Learfield has extensive experience with branding, not only with state governments but also with the USPTO, as the company manages the Collegiate Licensing Company (CLC) and has many interactions with the USPTO in terms of branding, copyrighting, and all other forms of intellectual property. Our team of experts can ensure that all branding issues for the Secretary of State's office are met and covered, providing you with the peace of mind that you need before launching this campaign.

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: Learfield Interaction is concerned not only with the campaign's return on investment, but also the campaign's return on relationship, which is why we have been able to succeed and grow for over 50 years. The only way a campaign is successful is if we work as a partnership, consistently communicating and exchanging ideas and thoughts so that the result is something both you and we are excited to release to the public. We believe strongly that when you are the client, and you are the one making the investment in us, we owe it to you to be genuinely open and curious and share our passion with you in reaching and educating Nebraskans on a statewide level.

Furthermore, we believe that the more information we can attain, the better the campaign can be. Sometimes, data does force us to see things from a different angle and adjust, which requires us to be extremely flexible, while also proactive and quick in making necessary adjustments to maximize the reach of this campaign. Learfield utilizes live dashboards for this very reason; it allows everyone involved to see the statistics and potential trends and adjust when needed, allowing us to fix problems before they become serious issues and ensuring that the taxpayers of Nebraska are having their money spent in the best way possible, delivering the strongest return on all fronts.

| |
|--|
| 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 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: Learfield has decades of experience in content generation, specifically in writing, as we often write and produce audio scripts for our clients, simplifying their calls to action in 30 to 60 second spots. We have extensive experience as well in graphic design, having created digital media ads for various state government departments in Missouri, Iowa, Minnesota, Wisconsin, and Nebraska, where we've done digital creative for the Nebraska Department of Health and Human Services (DHHS) as well as the Department of Insurance. Our graphic design team has created brochures for hiring events, fact sheets, direct mailers, postcards, and even coloring books to help reach and educate citizens. We have developed partnerships with several newspaper conglomerates to create compelling print advertising that caught the eyes of readers across the Midwest. Our mission is to reach and educate citizens on behalf of the governments that serve them, and we have done that through a wide assortment of media channels. |
| 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: Learfield owns several traditional media outlets and works together with other media, traditional and new, to meet marketing and communications objectives set forth in proposed campaigns. Additionally, Learfield's longstanding reputation as a leader in media and communications has solidified partnerships with other media groups that can be leveraged throughout all phases of creative development and media placement. Our vast history of placing media ranges from single stations to multifaceted media campaigns. We provide the latest research to ensure a strategic focus on client's objectives. This allows us to place statewide or focus on rural or hard to reach areas, concentrate on certain ethnic groups, etc. The team boasts experience on both the agency and media sides of the business. On-staff media buyers work with ratings analysis to identify media tactics, negotiate rates, and partnerships to amplify and sustain the message following paid media. As the owner of the largest statewide network in Nebraska, Learfield can provide reach to rural parts of Nebraska in ways that few others can at a superior price since there are no mark-ups. Learfield believes strongly in an omnichannel approach, especially with a combination of traditional and digital media, and utilizes platforms that can release both video and audio content. |

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: Learfield has extensive experience in designing creative that has been used in large, OOH settings. For the Missouri Department of Mental Health, we created messaging that was used on transit busses, billboards, hiring events and even on basketball arena stairs. As the leading proprietor of collegiate sports properties, the company has vast resources when it comes to OOH messaging, including ribbon boards and large signs in arenas and stadiums across the country. We're able to provide the creative for such large canvases, and the creative that we would do would be owned by the Secretary of State's office, so you could continue to use it for future campaigns.

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: Learfield has decades of experience strategizing and executing comprehensive multimedia plans that leverage the strength of digital media platforms along with traditional media platforms. From our beginnings, we have prided ourselves on being at the forefront of technology.

From inception, each campaign containing digital marketing is evaluated and formulated based upon target audience demographics, key performance indicators, and available research; additionally, the dedicated team at Learfield relies on their in-house research analyst and digital team to provide insight into the latest digital data and online trends to help guide the selection of campaign tactics.

Digital marketing is a key tactic to promote products or services through digital channels, using the internet and mobile technology. Push and pull marketing techniques are applied, targeting consumers both directly and indirectly. We incorporate digital marketing to leverage a cost-effective form of advertising that allows audience targeting tactics such as:

- Demographics such as location, age, gender, ethnic background, and language
- Interest and behavior categories, i.e., farming, teaching, parenting, sports, education, etc.
- Affinity categories, such as those things they are interested in, i.e., family and community, sports, outdoors, activism, etc.
- Websites frequently visited by identified key audience segments

Learfield simplifies digital marketing by breaking it down into eight categories including: Search Engine Optimization, Pay-per-Click, Social Media Marketing, Content Marketing, Email Marketing, Mobile Marketing, Marketing Analytics and Affiliate Marketing.

This team will also adhere to digital marketing guidelines which state ads must not constitute, facilitate, or promote illegal products, services, or activities. In addition, in accordance with Nebraska state law, TikTok will not be recommended nor used by Learfield as a platform for state government messaging. Ads targeted to minors must not promote products, services, or content that are inappropriate, illegal, or unsafe, or that exploit, mislead, or exert undue pressure on the age groups targeted. (Over 10 years' experience)

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: Learfield has a distinct advantage in that we own our own traditional media network, which allows us to control advertising space from an audio standpoint. Our digital strategy team has spent years building relationships with various digital media channels, allowing us to easily place digital media with traditional media to create a strong omnichannel campaign platform. On-staff media buyers work with ratings analysis to identify media tactics, negotiate rates, and partnerships to amplify and sustain the message following paid media. Learfield is skilled at placing traditional media platforms including radio, television, OOH billboard, newspaper, event sponsorships, as well as ads and content partnerships in the digital world to reach audiences on PC, mobile and connected devices. (Over 20 years' experience)

f. Language and Accessibility

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

Bidder Response: Learfield Interaction understands the importance of delivering effective messaging in both English and Spanish and has had several years of experience in delivering audio, digital and video messaging in both languages. Recently, in Nebraska, Learfield provided Spanish digital ads for Phases One and Two of the 988 Suicide Prevention Campaign, as well as audio Spanish spots for the Department of Insurance and DHHS's Low Income Housing Water Assistance Program (LIHWAP) campaign.

Spanish digital ads are geotargeted and placed specifically in zip codes with high Spanish-speaking populations, both in rural areas such as Lexington, and in urban areas such as parts of south Omaha. In addition, Learfield used enhanced Spanish-speaking stations statewide to ensure that there is a complete, omnichannel campaign that targets Spanish speakers in the state to complement our omnichannel approach with English speaking Nebraskans. The result for the Secretary of State's office is a layered campaign in which Nebraskans are being reach and educated in their primary language.

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: Learfield understands the need for up-to-date metrics and analytics, especially as a proactive approach to these statistics maximizes the investment made by the Nebraska taxpayer. We use live dashboards to track all our digital channels. Detailed analytics are reported by our team including reach, frequency, impressions, video views and engagement rates. Upon campaign launch, proof of performance and digital analytics are provided in the form of ad links and an interactive campaign dashboard. Dashboard data for digital media components are updated roughly every 24 hours to allow clients to maintain a pulse on campaign performance. Quarterly summaries include audiences targeted through demographic, interest and behavior categories, impressions served, and audience reach (when available). Designed for grant reporting, these summaries provide in-depth data and insights that are critical to ensuring reporting requirements are met. If key performance indicators (KPIs) are determined prior to the launch of the campaign, we will also provide data on those designated metrics. Through our state radio networks, we provide Nielson audience results, letting the client know how many times their message aired, the number of people who heard it, and the frequency at which it was heard.

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: Learfield will have the ability to provide all deliverables requested by the Secretary of State's office within the desired completion dates set in the Request for Proposal by the Secretary of State's office, from the initial meetings held shortly after a contract is officially awarded up and until the Post-Campaign Analysis meeting, held on the first week of December 2024.

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: Creative Services have always been a priority as we work to develop top quality content for our affiliates and clients in the form of News, Sports, and Agricultural programming. Learfield's award-winning creative team will also develop full branding campaigns. Our creative team will collaborate with program managers to understand and develop a goal-oriented message. Graphic design, video production, audio production, copywriting, and other creative fulfillment needs are managed by our in-house creative team. The creative assets will be collected as a toolkit that is available for the Secretary of State's office to use at any time.

We believe, as this is a new campaign, that constant communication is best to meet the timelines that are desired by the Secretary of State's office. Therefore, Learfield will schedule as many meetings as needed (including scheduled weekly meetings) so that timelines can quickly be approved and or changed as needed.

YOU are the client, and therefore, Learfield strongly believes that the only ethical process is that we will never release any audio, video, or digital creative for this campaign to the public without the full consent of the Secretary of State's office. It must be right with you before the public can become aware, and that is the process we always take. If that changes the timeline, we will adjust and adapt to still provide the reach and impressions needed to deliver the most important metric: the full qualification of registered voters in Nebraska by educating them on the new Voter ID policies and procedures.

As stated in the Corporate Overview, Learfield operates as a one-stop shop, but also with the knowledge that an investment from a state government is taxpayer money. **Therefore, our philosophy is that we want as much of that investment to go towards the placement of the campaign and not into production costs, fees, and mark-ups.** We will not charge for edits and rewrites and keep the focus of the investment on the mission at hand, which should best satisfy Nebraska taxpayers.

Campaign recaps may be issued quarterly, or at the discretion of the Secretary of State's office. For this campaign, we will install a live dashboard that allows the Secretary of State's office to check current statistics at any time.

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: To see these samples, please turn to Page 42 of this proposal response.

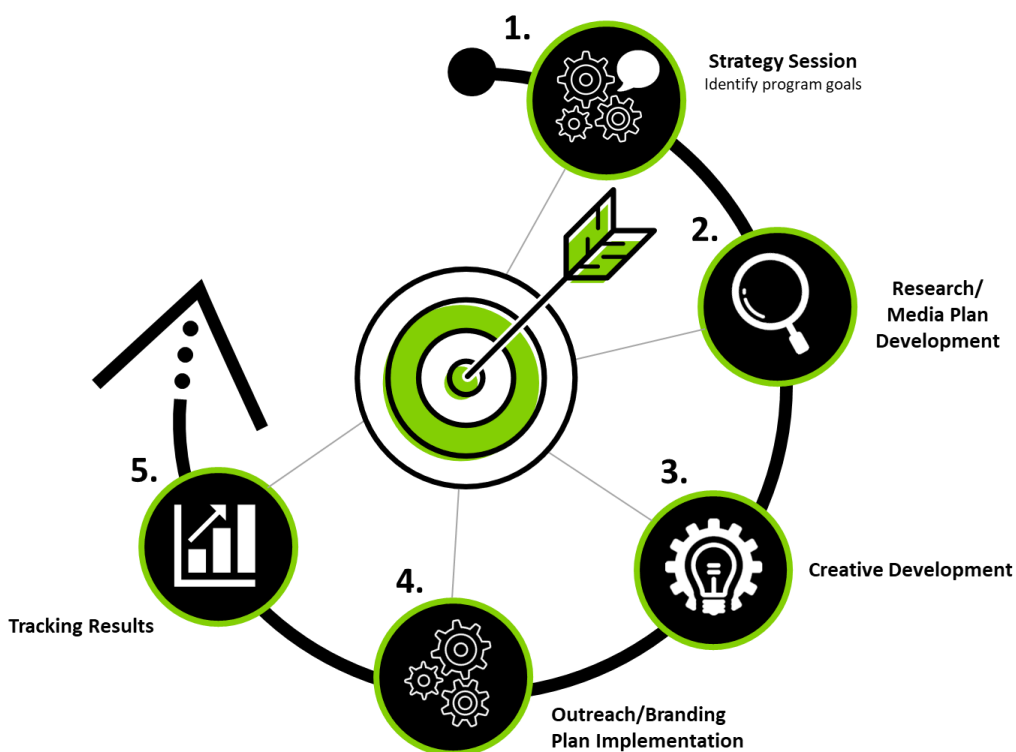
RFP 6820 Z1

TECHNICAL APPROACH

2. PROPOSED DEVELOPMENT APPROACH

a. OUR PHILOSOPHY AND STYLE OF APPROACH

Learfield has a long history of helping state agencies reach the audiences they need. Our award-winning creative team can develop full branding campaigns that include radio, TV, social media and digital marketing components. But to do so, we go through a five-step process to ensure campaign success. It starts with a meeting of both the client team and our team to meticulously identify all program goals. We then do thorough research to produce the best media plan for our clients, and then meet again to discuss this plan and to discuss creative preferences, which help us to develop the best creative for each campaign. After getting enthusiastic approval from you, we'll then begin to implement the campaign, reaching and educating Nebraskans on a statewide level. We'll use live dashboards to track results, and to make proactive recommendations, which we'll execute once we meet with you and get approval. We are in consistent and constant communication to ensure everything runs as smooth as possible, and that the results speak for themselves.



SALES SUPPORT PROCESS



MARKETING TEAM

- Provides concepts and ideation, including design
- Provides research
- Assists with selection of media mix
- Determines pricing for various elements
- Works with outside vendors on deliverables
- Develops cases studies
- Creates sales collateral



PLANNER TEAM

- Develops proposals alongside account executives, including design
- Provides inventory management
- Creates radio coverage maps
- Enters contracts
- Coordinates billing
- Manages client files
- Fulfillment oversight



FULFILLMENT TEAM

- Comes in after contract is signed
- Develops content creatives
- Places content
- Monitors content
- Provides campaign analytics and analysis
- Manages media platform accounts
- Creates campaign summaries

RFP 6820 Z1

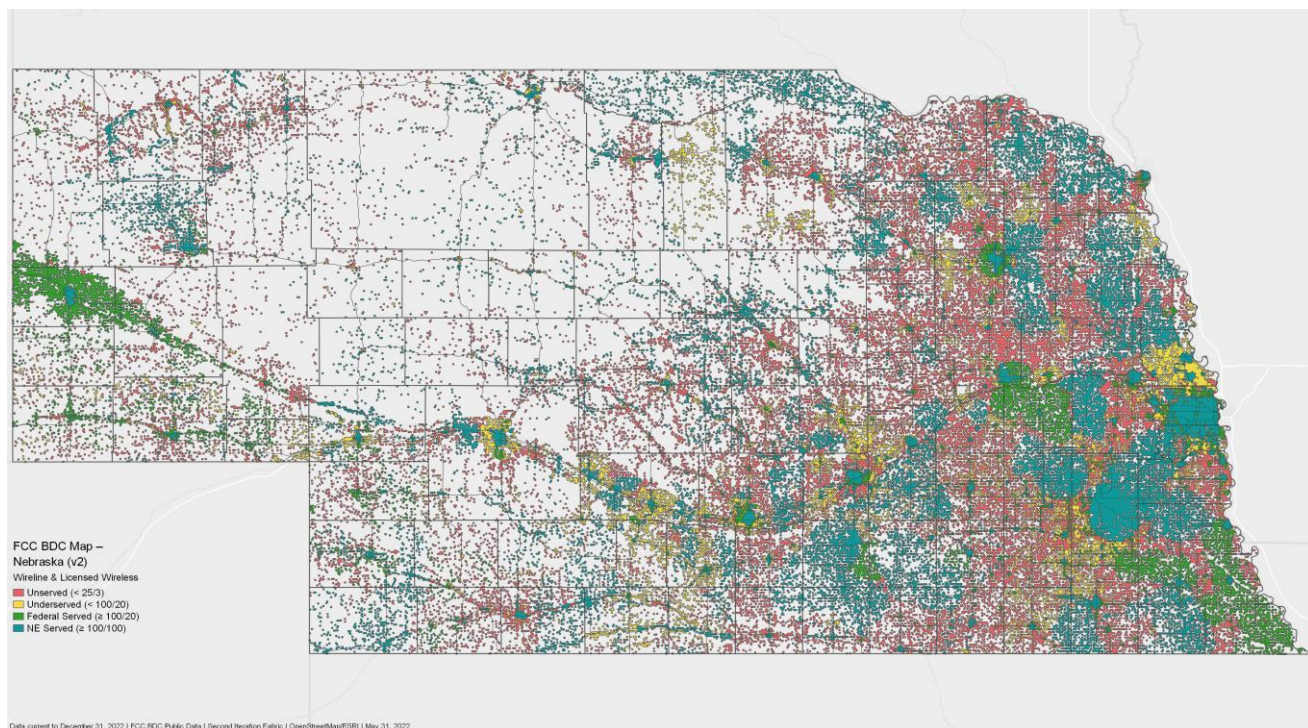
TECHNICAL APPROACH

2. PROPOSED DEVELOPMENT APPROACH (cont.)

Learfield Interaction will use the investment to focus on ensuring all registered voters in Nebraska are educated about the new Voter ID policy, specifically those who have been deemed as not qualified yet to participate in the primary and general elections. To do so, we need to encompass an omnichannel approach to blanket the state, which gives us the best opportunity to deliver the results that we want.

a. TRADITIONAL MEDIA

The map below illustrates the current broadband availability in Nebraska. As you can see, the areas in red (populated by 250,000 Nebraskans) have no broadband service, while the ones in yellow are currently underserved. While we are strong believers in both the digital and programmatic spaces, we would be doing the Secretary of State's office, as well as the citizens of Nebraska, a disservice if we didn't ensure that all Nebraskans weren't reached and educated by this campaign. With that in mind, we will implement traditional media sources into this campaign, making sure hard-to-reach Nebraskans get your message.



RFP 6820 Z1

TECHNICAL APPROACH

2. PROPOSED DEVELOPMENT APPROACH (cont.)

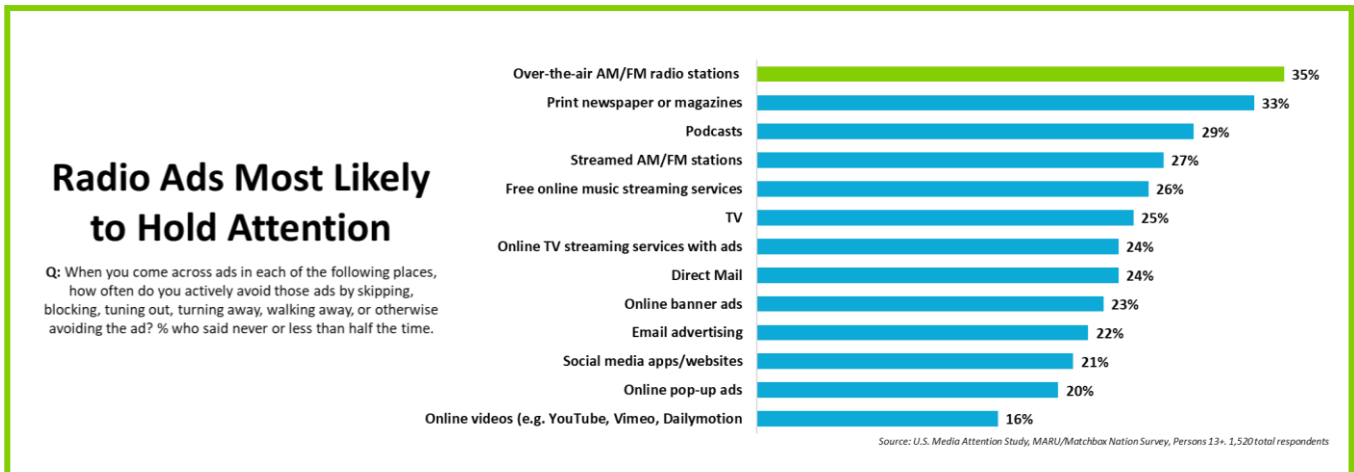
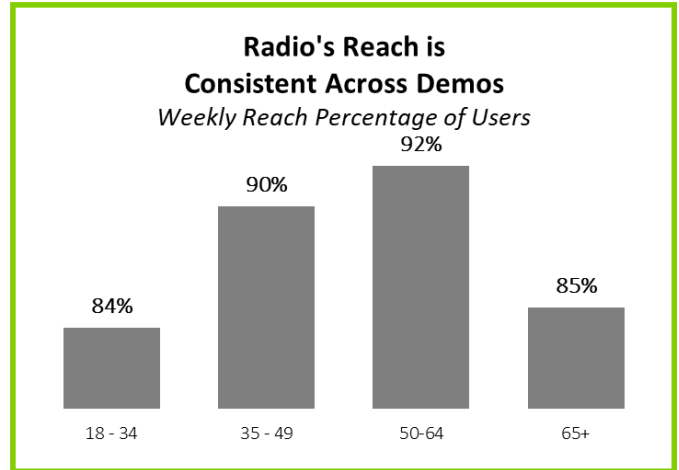
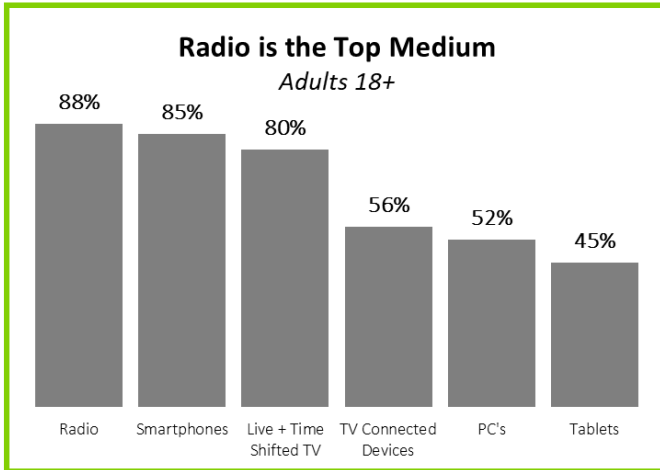
a. TRADITIONAL MEDIA (cont.)

1. RADIO

AM/FM radio is a powerful medium to deliver messaging that results in a call to action from those who hear your message. Radio is the top medium for adults, has the greatest weekly reach among Americans 18 and over, and greatly increases advertising recall. Furthermore, we know that as of Q3 2022, AM/FM radio passed broadcast TV in Nielsen's ratings for the first time in history. While broadcast TV is declining as a medium, thanks in part to connected and streaming TV avenues, radio remains a powerful, consistent way to reach and educate, while also delivering a solid return on investment.

Source: Nielsen, Total Audience Report, Q3 2020

Source: Nielsen, Total Audience Report, Q3 2020



Nebraska

NETWORK

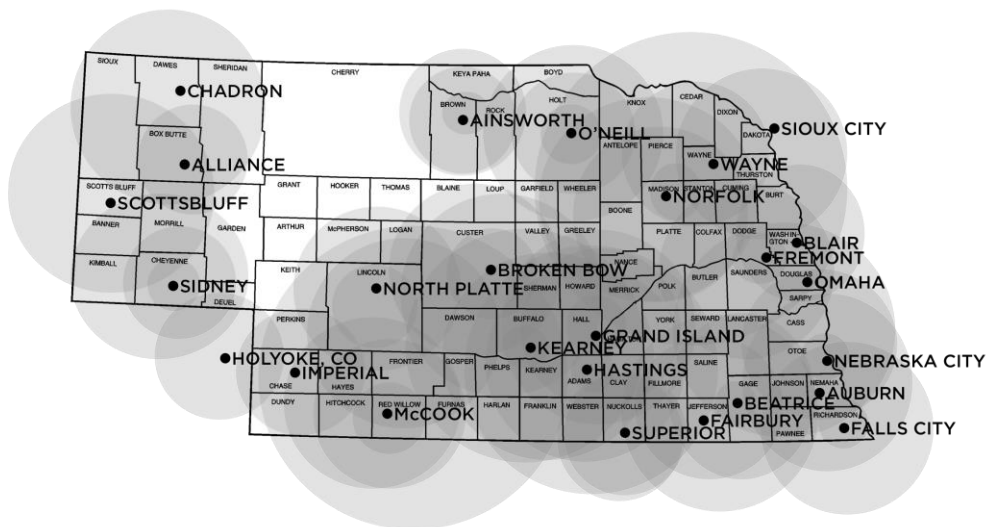
KBRB-AM Ainsworth
 KBRB-F2 Ainsworth
 KBRB-FM Ainsworth
 KBIE-FM Auburn
 KWBE-AM Beatrice
 KWBE-F2 Beatrice
 KOBM-FM Blair
 KBBN-FM Broken Bow
 KCNI-AM Broken Bow
 KCNI-F2 Broken Bow
 KGMT-AM Fairbury
 KUTT-FM Fairbury
 KTNC-AM Falls City
 KTNC-F2 Falls City
 KHUB-AM Fremont
 KHUB-F2 Fremont
 KRGI-AM Grand Island
 KRGI-F2 Grand Island
 KRGI-FM Grand Island
 KHAS-AM Hastings
 KHAS-F2 Hastings
 KSTH-FM Holyoke
 KADL-FM Imperial
 KGFW-AM Kearney
 KGFW-F2 Kearney
 KRNY-FM Kearney
 KBRL-AM McCook
 KBRL-F2 McCook
 KICX-FM McCook
 KIOD-FM McCook
 KNCY-AM Nebraska City
 KNCY-F2 Nebraska City
 KQKX-FM Norfolk
 KUSO-FM Norfolk
 WJAG-AM Norfolk
 WJAG-F2 Norfolk
 KODY-AM North Platte
 KODY-F2 North Platte
 KXNP-FM North Platte
 KBRX-AM O'Neill

KBRX-F2 O'Neill
 KBRX-FM O'Neill
 KSID-AM Sidney
 KSID-F2 Sidney
 KSID-FM Sidney
 KRFS-AM Superior
 KRFS-FM Superior
 KTCH-FM Wayne

ENHANCEMENT STATIONS

KCOW-AM Alliance
 KQSK-FM Chadron
 KLIQ-FM* Hastings
 KBBX-FM* Omaha
 KNEB-FM Scottsbluff
 KWSL-FM* Sioux City

* Spanish stations



RFP 6820 Z1

TECHNICAL APPROACH

b. DIGITAL MEDIA

Learfield Interaction believes strongly in combining traditional media with a digital approach, especially as it's shown the combination of the two produces the greatest recall among Americans. For recruitment campaigns, we often use Google, Meta (Facebook/Instagram) including live Facebook events, YouTube and LinkedIn. We also have Snapchat and Pinterest in our capabilities and have used TikTok in other states, but we recognize the State of Nebraska's policy against TikTok and will not use that platform for state government campaigns.



As shown above, we will create ads in both English and Spanish and use geotargeting among Nebraska zip codes with high Spanish-speaking populations. Our creative team will meet regularly with the Secretary of State's office, continuously asking questions and gaining feedback to create imagery and/or videos that match the aspirations of all parties involved. Using our live dashboards, we'll know what ads and videos are drawing the best engagement, and which ones might need a refresher, and can act proactively, based off the most current numbers, to get the very most out of your investment.

RFP 6820 Z1

TECHNICAL APPROACH

c. DIRECT MAIL

We believe that the optimum way to reach the targeted demographic in Nebraska is to reach them through audio channels, reach them again with digital channels, and then deliver a personal postcard to their doors to reach and educate them about the need to obtain a valid ID to be eligible to vote in Nebraska's upcoming primary and general elections. Using the Secretary of State's list of voters who have registered to vote yet remain ineligible to do so because of the new Voter ID requirement, we will bring the message to their computer, to their radios and to their doorstep.



RFP 6820 Z1

TECHNICAL APPROACH

d. VIDEO CREATION

In response to the request by the Secretary of State's office for a training video for poll workers, Learfield will create a video using Cinematic Video-Based Learning to deliver an immersive, "Master Class" style 10–15-minute video lesson. The learning is infused with expert instructional design, ensuring a blend of both education and entertainment. Our adept project management team is hands-on, guaranteeing a seamless process from conception to final delivery. Alongside a custom graphics package, the content is enhanced with licensed music and can be presented by a seasoned actor or a client-provided educator. Shot on a custom set or on-location, our three-camera approach captures every detail, offering learners a premium viewing experience.

[Click here for an example](#)



TECHNICAL APPROACH QUESTION 11: MEDIA SAMPLES

Learfield Interaction was 100% responsible for the samples shown below:

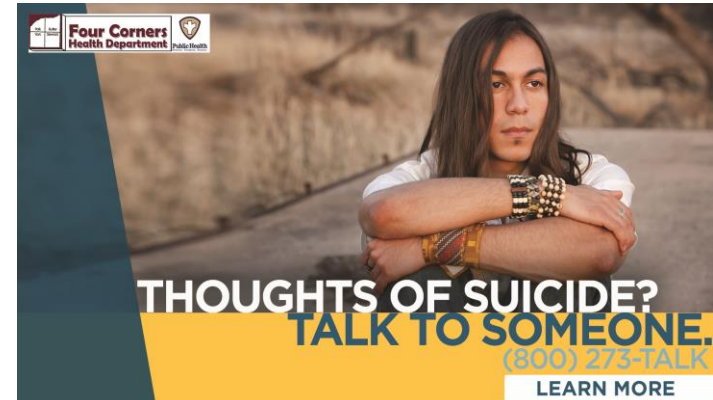
VIDEO



BILLBOARDS



DIGITAL



TRACKING SUCCESS

Realtime dashboard with detailed analytics are updated daily by our research team including reach, frequency, impressions, video views and engagement rates. Monthly analysis to evaluate enrollment and web traffic. Optimization recommendations for content updates will be provided to your team.



VOTER ID CAMPAIGN

GOOGLE

IMPRESSIONS

26,453,721

CLICKS

9,911

CTR

0.04%

META (FACEBOOK/INSTAGRAM)

IMPRESSIONS

6,810,036

CLICKS

9,969

CTR

0.15%

TIKTOK

IMPRESSIONS

1,018,583

CLICKS

2,351

CTR

0.23%



LEARFIELD

RFP 6820 Z1

TECHNICAL APPROACH

2. PROPOSED DEVELOPMENT APPROACH INVESTMENT BREAKDOWN

Based on the demographics and goals of this campaign, Learfield Interaction recommends the following for your investment:

AUDIO - \$72,000

By using the statewide network, this will reach the hardest Nebraskans to reach, as well as provide a great reach to the Spanish speaking audiences in Nebraska. For each media buy (3), we will run 12 spots/week for four weeks, providing the Secretary of State's office with a total of **144** spots, which equals **7,776** local messages sent statewide.

DIGITAL - \$45,000

Learfield's digital campaigns will be able to reach and educate Nebraskans statewide through their phones, which will play a significant role in reaching younger audiences, as well as the Omaha and Lincoln metropolitan areas. We will geotarget the zip codes with high Spanish speaking populations as well, which will provide messaging in Spanish over their phones and further reach and educate those parts of the state.

Included in this digital spend will be a 10–15-minute training video for poll workers that will be produced internally.

DIRECT MAIL - \$133,000

We plan to target the registered voters who aren't eligible yet to vote with an audio, digital and direct approach, covering all the bases we can. By sending mail directly to them, educating them that they have registered but need to act and get the identification necessary to be able to vote, we intend to further show urgency to this crucial group of Nebraskans. This direct mail campaign will target the 254,808 Nebraskans that are registered but have no valid identification.

RFP 6820 Z1

TECHNICAL APPROACH


2. PROPOSED DEVELOPMENT APPROACH INVESTMENT BREAKDOWN (cont.)

As you noticed on the previous page, and as shown in the introduction of this response and in the cost proposal, we are a one-stop shop and don't add any additional cost for production, nor mark-ups for scripts or design work.

We provide the Secretary of State's office with one simple, complete price, which allows the state to know all costs upfront, which allows for the State of Nebraska to handle their budgets and payments easier.

Should the state request work that requires extra videographers or additional graphic designers, we can charge an hourly rate for them at the State's request. However, given what the Secretary of State's office has asked, we feel confident that the work requested can be accomplished at the highest level without any need to go outside of our inhouse team.

Learfield will work with the Secretary of State's office to stay within the determined budget for each public health campaign. The determined budget encompasses development of all campaign assets, implementation, buying, monitoring, reporting and cost of the media platforms provided by Learfield. **The State of Nebraska and the Secretary of State's office will not be charged for any unexpected charges.**



SECTION THREE:
**FORM A, TERMS
AND CONDITIONS
& COST ANALYSIS**



VOTE

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|---------------------|---------------------|---|-----------------|
| JN | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

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

Q. ATTORNEY'S FEES

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

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
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| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. **EVIDENCE OF COVERAGE**

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

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

1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. ANTITRUST

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

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

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: |
|------------------|------------------|--|-----------------|
| JN | | | |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted monthly to SOS Finance at SOS.Finance@nebraska.gov. Invoices will not be paid until the related deliverable item has been received and accepted by the State. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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: |
|------------------|------------------|--|-----------------|
| <i>JN</i> | | | |

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.

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: | Learfield Interaction |
| Bidder Address: | 505 Hobbs Road, Jefferson City, MO 65109 |
| Contact Person & Title: | John Baker, Senior Vice-President and General Manager |
| E-mail Address: | john.baker@learfield.com |
| Telephone Number (Office): | (573) 556-1257 |
| Telephone Number (Cellular): | (573) 680-1257 |
| Fax Number: | |

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: | Learfield Interaction |
| Bidder Address: | 2700 Grand Avenue, Suite 103, Des Moines, IA 50309 |
| Contact Person & Title: | Jean Neuberger, Strategic Marketing Executive - Nebraska |
| E-mail Address: | jean.neuberger@learfield.com |
| Telephone Number (Office): | (515) 322-5223 |
| Telephone Number (Cellular): | (479) 530-0353 |
| Fax Number: | |

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.

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: | Learfield Interaction |
| COMPLETE ADDRESS: | 505 Hobbs Road, Jefferson City, MO 65109 |
| TELEPHONE NUMBER: | (573) 556-1257 |
| FAX NUMBER: | |
| DATE: | 9/26/2023 |
| SIGNATURE: | <i>Jean Neuberger</i> |
| TYPED NAME & TITLE OF SIGNER: | Jean Neuberger, Strategic Marketing Executive - Nebraska |

6820 Z1 Cost Proposal

Bidder Name: Learfield Interaction

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

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



| MEDIA PLANNING | | |
|---|--|------------------------------------|
| | | Total Fixed Cost (Initial Term) |
| 1. Strategic Planning & Market Research – Development of Strategic Marketing Plan | \$ 0 | |
| 2. Design of Public Awareness Campaign and Branding | \$ 0 | |
| 3. Other (Please Specify) | \$ | |
| MEDIA PRODUCTION | | |
| 1. Production of Education Materials for County Officials, Poll Workers, and State Agencies | Unit Cost (Initial Term) | Quantity Recommended* |
| a. Video Production (10-15 minutes of video content) | \$ 0 | |
| b. Print Media | \$ 0 | |
| c. Other (Please Specify) | \$ | |
| 2. Media Production of Public Awareness Campaign (Provide individual cost for each item) | Unit Cost (Initial Term) | Quantity Recommended* |
| a. Video/Television Production (15-30 seconds of video content) | \$ 0 | |
| b. Audio Media Production (15-30 seconds of audio content) | \$ 0 | |
| c. Print Media Production – Print Advertisement | \$ 0 | |
| d. Print Media Production – Direct Mail | \$ 0 | |
| e. Outdoor or Out of Home Media Production | \$ 0 | |
| f. Digital Media and Social Media Production | \$ 0 | |
| g. Other (Please Specify) | \$ | |
| 3. Branding Toolkit (See RFP Section V.E.2.J) | \$ 0 | |
| MEDIA BUYS | | |
| 1. Recommended Media Buys* (Budget for Initial Term) | \$ 251,000 (\$72,000 audio, \$46,000 digital and \$133,000 direct mail) | |

6820 Z1 Cost Proposal

Bidder Name: Learfield Interaction

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) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Video Production (10-15 minutes of video content) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Audio Media Production (15-30 seconds of audio content) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Print Media Production – Print Advertisement | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Print Media Production – Direct Mail | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Outdoor or Out of Home Media Production | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Digital Media and Social Media Production | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Other (Please Specify) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |

6820 Z1 Cost Proposal

Bidder Name: Learfield Interaction

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 | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Creative Services | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Graphic Design | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Illustration | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Audio Editing | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Consulting | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Video Still Photography | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Strategic Planning | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Video Motion Graphics | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Video Editing & Scoring | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Video Shooting | \$ 0 | \$ 0 | \$ 0 | \$ 0 |
| Other (Please specify) | \$ 0 | \$ 0 | \$ 0 | \$ 0 |