Hello, we're...

# redthread



Proposal By:

## redthread

Project: Nebraska Secretary of State Public Education Campaign

201 North 7th Street Suite 208 Lincoln, NE 68508 Phone: 531.500.3883 Email: adam@redthreadads.com www.redthreadads.com



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Cost Proposal + Legal Requirements

# Nice to meet ya!

## Nebraska Secretary of State,

On behalf of redthread, we are excited to submit our proposal in response to the RFP for the Nebraska Secretary of State's Public Education Campaign. Here at redthread, we are dedicated to delivering exceptional and innovative solutions and we firmly believe that our local presence and experience make us the ideal partner for this project.

#### Why redthread?

**We're creative strategists.** At redthread, creativity and strategy are at the core of everything we do. Our team of talented designers, copywriters, videographers, strategists, creative directors, project managers and account executives are passionate about crafting captivating brands that resonate with audiences. We have a proven track record of developing successful marketing initiatives for organizations like the Disability Determination Services (DDS), Kawasaki Motors Corporation, and West Gate Bank and we are eager to bring that same level of creativity and strategy to increase awareness for the Nebraska Secretary of State's Public Education.

**We're all about data.** We will conduct extensive research to gain valuable insights into the Nebraska Secretary of State's target audiences and competitors. This information will form the foundation of our campaign strategy.

We are your partner. redthread strongly believes in the power of collaboration. We will work closely with the Nebraska Secretary of State to ensure that our strategies align seamlessly with the vision and objectives that are laid out.

We have a local presence. We are based in Lincoln's Historic Haymarket and have a deep understanding of the unique culture, values and aspirations of Nebraska residents.

**We are time-tested.** We have successfully executed projects of similar size and scope. Our comprehensive process, knowledge and expertise in this field allow us to build strategies that align perfectly with the Nebraska Secretary of State's goals for recruitment.

#### Fees

Attached is our proposal, which includes a breakdown of costs for each deliverable. Our pricing is competitive and reflective of the value we will bring to this project.

#### **Final Thoughts**

We're excited about the opportunity to work with the Nebraska Secretary of State. We are confident that our local presence and experience make us the perfect fit for this initiative. Thank you for considering redthread as your partner.

For additional information and questions, please reach out to me at adam@redthreadads.com or 531.500.3883.



Adam Kroft

CEO | Partner adam@redthreadads.com (531) 500-3883 redthreadads.com

# Need to find us?

## Who We Are

Red Thread Creative LLC ("redthread")

## Contact Info

#### Address

201 North 7th Street Suite 208 Lincoln, Neb. 68508

#### Phone

531.500.3883

#### Email

adam@redthreadads.com

### Established

2014

## The Nitty Gritty | Our Approach

## Discovery

We start every project with a discovery meeting. In this full-team meeting, we'll ask questions and have a conversation to identify your specific needs and goals for the project, and uncover any challenges we might encounter along the way.

## Creative Strategy Development

Using the information from our discovery, we'll build a unique creative strategy that's completely customized to your needs. After development, this sales funnel focused strategy will be presented to you for your approval, and we'll collaborate on any changes before we start running any ads.

## Analysis + Adjustment

As your campaign runs month-over-month, we learn more about which of our integrated tactics are moving the needle and which are not. The longer we partner together, the more data we're able to glean about which messaging tactics, targeting parameters, and advertising strategies your audience is responding to. Our campaign strategies are designed in a way so that we can A/B test multiple ads in a set, analyze and promote what's performing, and lean away from what's not working. Additionally, we check and optimize our campaigns each day, and compare with conversion data in Google Analytics. This allows us to optimize performance by individual platform, and also shift our overall strategy to focus on which media outlets are earning the most conversions.

## Reporting

We will have discussions with you on a regular basis to make sure your needs are being met and will provide you with frequent and robust reports, utilizing various analytics and reporting tools (see below).

## Our Tools of the Trade

What we use for Reporting + Analytics

#### Sprout Social



We use Google Analytics to analyze website traffic performance, track conversion events, and calculate a return on ad spend (ROAS). We use Sprout Social to monitor engagement and conversations around our campaigns, and to find data insights to guide our creative.

#### **Google Analytics**

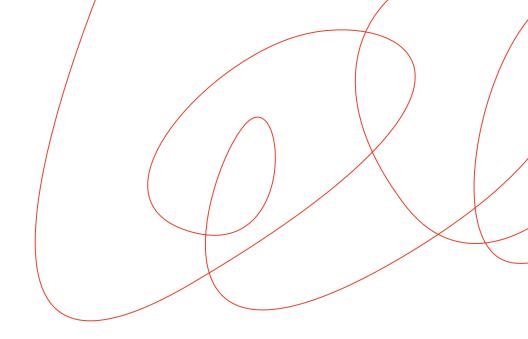


We use Google Analytics to analyze website traffic performance and track conversion events. We also use this program to attribute our website performance back to the various ad campaigns and platforms we're using. This allows us to adjust our creative tactics based upon which of our campaigns are performing the strongest.

#### Google Tag Manager



Google Tag Manager is our agency's preferred tool to implement data tracking assets. We use Tag Manager to ensure that our event tracking is accurate and specific, and to house everything from our Google Analytics tags to our Meta Pixels.



## **See Us in Action**

**Case Studies** 

## Careers That Fit Your Lifestyle





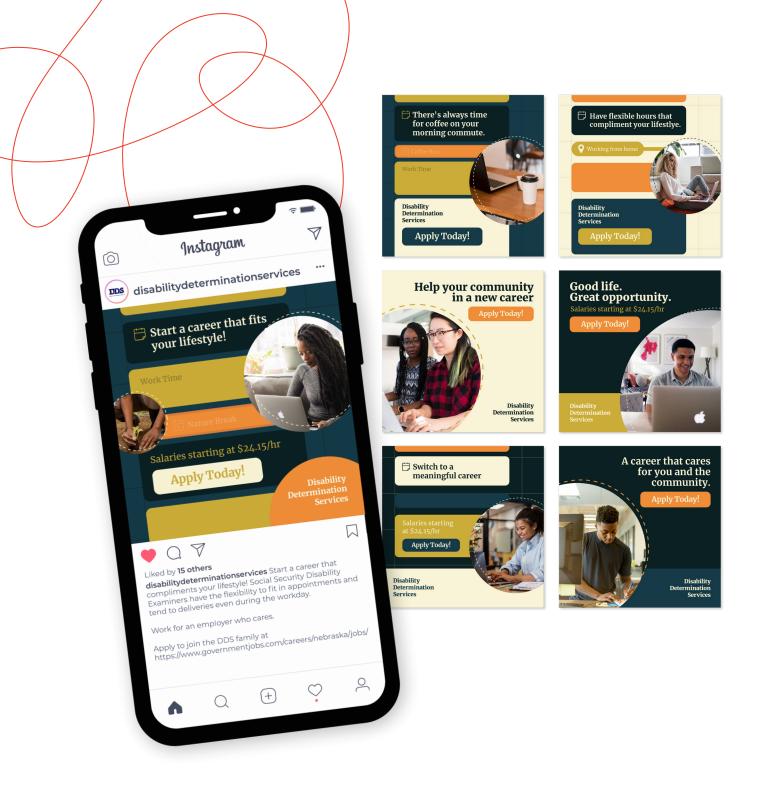
## DDS | Careers That Fit Your Lifestyle

#### The Client

Disability Determination Services (DDS) is a government agency that works to produce accurate and timely disability determinations for the residents of Nebraska following Social Security Administration (SSA) rules and regulations.

#### The Challenge

Build a recruiting funnel for Disability Determination Services. We needed to increase the volume of applications and fill their employment vacancies after several lackluster years of interest related to the pandemic.



#### The Solution

DDS had traditionally 2-3 new hires out of 15-20 applications annually. They had not yet established a brand, brand voice, website, or focused value propositions. DDS gave us two, 30-day periods of time where they allowed us to advertise the open positions, so we built a brand around their organization and devised a plan to A/B test our digital messaging. This helped us see what messaging would reach their audience and drive action. Once that was established, we built a microsite to further give us data and refine our recruiting funnel. By giving each level of the sales funnel individual attention, our campaign led to a historic lift in application volume for DDS.



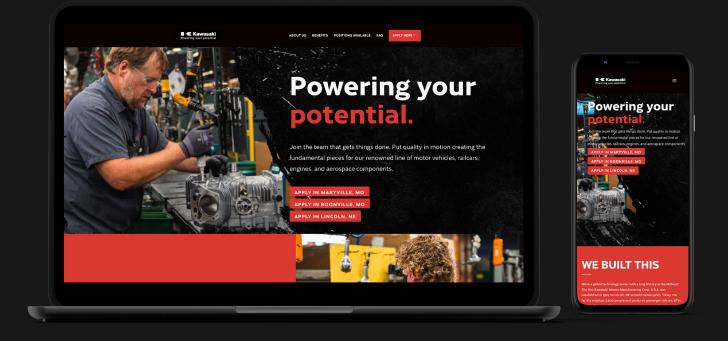


#### The Results

By the end of the campaign, we had over 5,000 job posting views and 137 applications filled out, far exceeding their original request and expectations and dramatically outperforming their pre-pandemic application numbers.

#### Application Views: ~5K

**Conversions: 137 applications** 





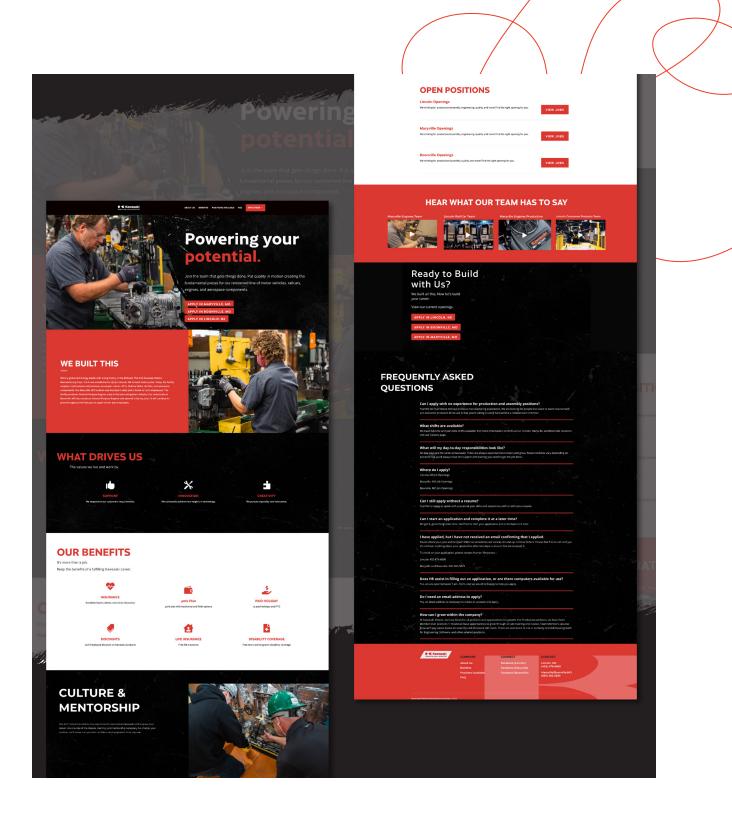
## Kawasaki Motors | Powering Your Potential

#### The Client

Kawasaki Motors is known worldwide for their impressive product line of JetSkis, ATVs, railcars, aerospace components, and engines.

#### The Challenge

As one of the world's leading powersport vehicle distributors, they continue to grow and recently broke new ground in Missouri. They needed help recruiting employees to fill roles across three plants and accommodate their growth. Kawasaki Motors started with a small digital/social presence and an outdated website.



#### The Solution

We built them a full hiring campaign, which included a new website, a series of videos, social/digital ads and posters. The creative focused on the cool, exciting products being produced by workers at Kawasaki.

#### LET THE WE BUILT THIS. WE'LL BUILD YOU. **GOOD TIMES R** AP WE'RE GROWING NOW! Join the team that gets things done. Learn all rou need to know to build a career at Kawasak 401K RETIREMENT PLAN **APPLY TODAY** WE'RE GROWING NOW! PAID HOLIDAYS AND PTO X 401K RETIREMENT PLAN X COMPETITIVE PAY X NO EXPERIENCE NEEDED X PAID HOLIDAYS AND PTO KAWASAKICAREERS.COM

## GN A ER FUTURE.

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VING! a career at Kay



#### The Results

Strategically, ad-spend was periodically shifted to accommodate multiple factory locations in a way that optimized cost-control. Additionally, we created a new hiring website to make applying faster, easier, and to shorten the click journey. This site also served as our primary data tracking point, allowing us to optimize our design and placement strategies to maximize our click-through and conversion rates. The result was a successful campaign that filled Kawasaki's hiring pipeline.

#### Average Conversion Rate: 39.04%

#### Conversions: ~37K





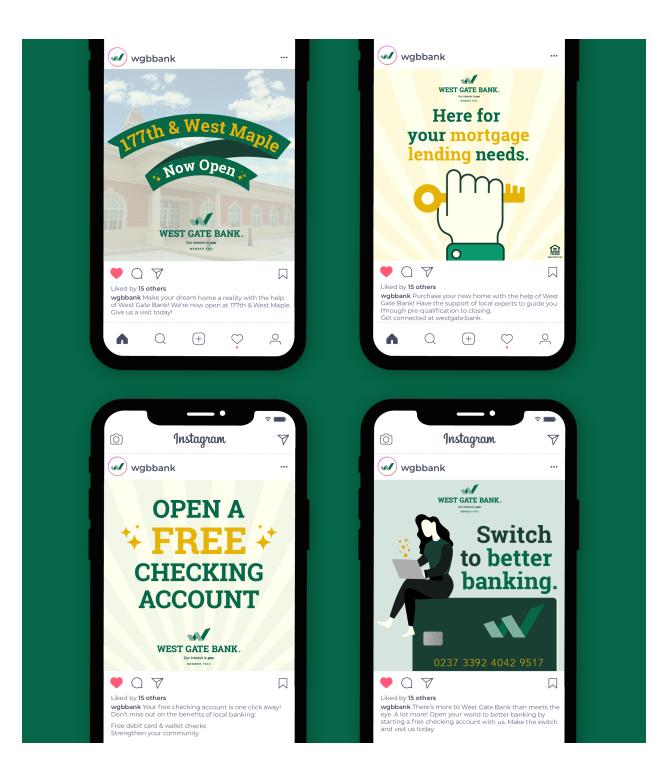
## West Gate Bank | Lead Generation Campaign

#### The Client

West Gate Bank (WGB) is a local Nebraska bank with locations across Lincoln and Omaha. WGB is committed to building a strong foundation to serve communities, empower customers and help their employees achieve their dreams.

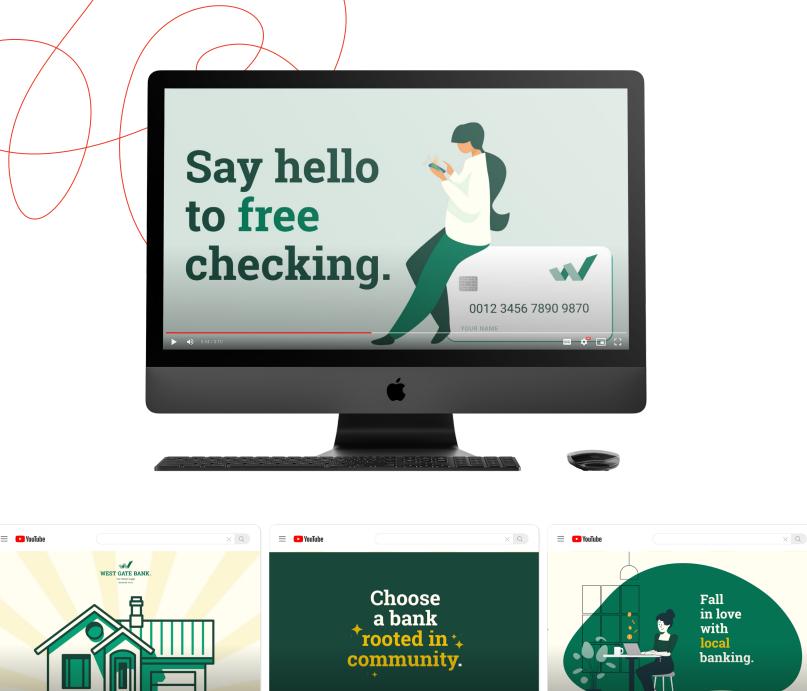
#### The Challenge

The financial landscape is competitive, so WGB came to us for help in breaking through the noise. Their main goals were to increase the total volume of checking accounts opened and mortgage loans approved.



#### The Solution

A well-rounded, integrated digital campaign that pairs perfectly with their existing internal marketing efforts. To align with the bank's brand, we created engaging graphics and animations that were built around their existing brand standards as a way to keep their content recognizable, yet consistently fresh. WGB saw great success through ad placement on Facebook/Instagram and the Google Ad Network (Google Display, Google Search, YouTube).



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C Copen a free checking account today I Free, local checking accounts at West Gate Bank is music to our ears. Make the switch to local banking that cares about your community. Open a free checking account today at westgate.bank. West Gate Bank X subscribers

#### The Results

West Gate Bank experienced consistent growth in checking account openings and mortgage loan applications in 2022.

Impressions: 18,992,734

CPC: \$0.11

Clicks: 299,081

more free. Open an account today a

♪ ♀ Share Download

Conversions: 320

## Some of Our Favorite People

## Krysti Michl

Disability Determination Services | Program Administrator krysti.michl@ssa.gov

## Bryan Seck

Kawasaki Motors Manufacturing | Former Chief Talent Management Strategist bseck@lincolnliteracy.org

## Jen Morand-Ackerman

West Gate Bank | VP, Chief Marketing Officer jmorand-ackerman@westgate.bank

# **Working Together**

### Account Team



## Adam Kroft

#### Partner | CEO

As CEO, Adam ensures all things company-wise are heading in the right direction. He brings in business, manages accounts and is the guiding light of our agency.

Initial contact + ongoing account coordinationContract discussion + implementation

Adam will ensure our partnership and work for the Nebraska Secretary of State performs at a high level.



## Jonathan Dearmont

#### Account Executive

Jonathan is your people-person. He operates as your direct contact and information keeper, so no project misses a single mark. Jonathan will work closely with you, in order to provide the best experience possible.

- Main point of contact throughout the project
- •Collaborates on business goals and KPIs in conjunction with your team
- Is always available for conversation

Jonathan will be your account partner throughout the process.



## Marissa Scalora

#### Associate Director of Project Management | Project Coordinator

5 words: Marissa is made for this. No matter the need, no matter the hiccup, Marissa will face every challenge head on with a go-getter attitude.

- Master of all the moving pieces of your project
- Coordinates efforts between the Nebraska Secretary of State and redthread
- Oversees timeline and budget

Marissa will ensure all milestones for the **Nebraska Secretary of State** are completed on time and on budget.

# **Working Together**

### **Creative Team**



### Mitch Benes

#### **Executive Creative Director**

One meeting with Mitch and it'll all make sense why he's our Executive Creative Director-he is an overachiever. Mitch made his first websites in middle school with Yahoo GeoCities and beat the system for future job experience: start in seventh grade. In the office, Mitch dials in on research, refines processes, and keeps the creative team running smoothly.

- Supports overall creative effort
- Provides a creative check-point for all concepts
- •Brings experience to every piece of creative produced

Mitch will lead the creative team.



## Hannah Baye

#### **Creative Director**

Hannah's a small town, central Nebraska native who boomeranged to Los Angeles, then Denver, and landed back in Lincoln. Through her experience and hard work ethic, Hannah has dipped her toes in every industry and medium used in the advertising world. She keeps the creatives collected, punctual and with their feet on the ground.

- •Keeps day-to-day creative running smoothly and on target
- •Leads creative concepting and ideation
- •Ensures all creative and strategic quality standards are met

Hannah's oversight will drive your work forward and ensure it meets all of your objectives.



## Will Scott

#### Director of Media Strategy

Will has a brain for research and an eye for media strategy. He constructs a bridge between the business and creative sides of redthread. Will combines client concerns and the application of research and data to guide our team toward stronger, more efficient and successful endeavors.

Leads development of media budgets, media buying and campaign strategy
Focuses on optimizing campaigns to run them as effectively as possible
Monitors and reports data analytics to track return on ad spend

## Will's expertise will ensure the strategy and placement of the Nebraska **Secretary of State's** ads meet outlined objectives.

We do not anticipate using any subcontractors for this project. redthread has all the necessary people and assets in-house.

## **The Formalities**

## $\bigcirc$ Media Planning - Development of Strategic

Total: \$5,000.00

## Marketing Plan

Deliverable: redthread will perform strategic planning and market research for the statewide public education campaign on voter identification for the Nebraska Secretary of State's Office

#### redthread will provide:

- •account services & management
- market research & analysis
- needs identification and brainstorming
- tactical & strategic planning
- •ideation of campaign concepts
- one pitch meeting with the redthread team

#### you will provide:

- •access to any/all demographic and target audience data
- access to any social/digital platform accounts

## ○ Media Planning - Design of Public

#### Total: \$16,500.00

## Awareness Campaign & Branding

Deliverable: redthread will design and develop cohesive branding and materials for the statewide public education campaign on voter identification for the Nebraska Secretary of State's Office

#### redthread will provide:

- accountservices&management
- guided discovery meeting
- mood boards
- •copywriting(2revisions)
- •graphicdesign(2revisions)
- brandingtoolkit

#### you will provide:

• any creative content to be utilized during the campaign

## O Media Production - Video

Deliverable: One, 10-to-15-minute poll worker training video

#### redthread will provide:

- account services & management
- video concept (2 revisions)
- •script (2 revisions)
- production
- •editing (2 revisions)
- acting and voice talent
- shoot locations
- rented equipment

#### you will provide:

yourhonestandpromptfeedback-that'sit!

### $\bigcirc$ Media Production - Social Ads Package

Total: \$19,200.00

Deliverable: Package of up 60 social ads/posts for placement on social media.

#### redthread will provide:

- •account services & management
- concepts
- calendar creation
- copywriting (2 revisions)
- graphic design (2 revisions)

#### you will provide:

• an open mind and honest, prompt feedback - that's it!

\*This price does not include media placement or ad spend

#### Total: \$43,700.00

## O Media Production - Print Ad Designs

Deliverable: 5 designed print ads

#### redthread will provide:

- •account services & management
- copywriting (2 revisions)
- graphic design (2 revisions)
- communication with placement partners

#### you will provide:

• any original or stock imagery to be used in the graphic

\*This price does not include media placement, printing or ad spend

### O Media Production - Radio Spot Recording

Total: \$14,910.00

Total: \$12,100.00

Deliverable: Up to 40 scripts at 15-30 seconds each. redthread will also provide audio recording and editing.

#### redthread will provide:

- account services & management
- scripts (2 revisions)
- audio recording
- •editing (2 revisions)
- voice talent

#### you will provide:

• an open mind and honest, prompt feedback - that's it!

\*This price does not include media placement or ad spend

## $\bigcirc$ Media Buys - Placement, Production & Ad Spend

Deliverable: redthread will schedule and buy media placements on a variety of media platforms consistent with the Strategic Marketing Plan for all media produced and approved by the Secretary. Additionally, redthread will produce campaign print materials.

#### redthread will provide:

- account services & management
- media placement
- negotiate the most favorable rates
- posting and scheduling
- social/digital activity monitoring
- social/digital reporting
- print production through our preferred partners

#### you will provide:

- access to all pre-existing media platforms
- approvals on all placements

\*This price includes up to \$30,000 for ad spend across all platforms. Final strategic implementation to be determined during the Media Planning phase.

\*\*This price includes up to \$10,000 for print production

# Legal Requirements

#### 1. Parties.

This agreement (this "Agreement") is entered into by the following parties:

Red Thread Creative LLC ("redthread") 201 North 7th Street Suite 208 Lincoln, NE 68508 Nebraska Secretary of State ("client") 1445 K Street Suite 2300 Lincoln, NE 68509

#### 2. Services.

redthread will provide the services described in Schedule A (the "Services") on a non-exclusive basis to Client in accordance with the terms of this Agreement.

#### 3. Fees.

In consideration of the provision of the Services and the rights granted to Client under this Agreement, Client agrees to pay redthread at the rate and in the manner set forth in Schedule B.

#### 4. License to Certain Client Intellectual Property.

Subject to and in accordance with the terms and conditions of this Agreement, Client grants redthread and its independent contractors a limited, non-exclusive, royalty-free, non-transferable and non-sublicensable, license to Client's intellectual property to the extent reasonably necessary to perform the Services. Any use by redthread or any representative of redthread of any of Client's trademarks and all goodwill associated therewith shall inure to the benefit of Client.

#### 5. Representations and Warranties.

Client represents and warrants that it has full right, power, and authority to enter into this Agreement. Client further represents and warrants that any information provided by Client to redthread, including any information contained in any materials provided by Client to redthread, is true and correct. Client further represents and warrants that the provision or grant of any licenses, rights, or materials hereunder by Client to redthread do not, and will not, violate any right of, or conflict with, or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required. redthread further represents and warrants that it has full right, power, and authority to enter into this Agreement. redthread further represents and warrants that any information provided by redthread to Client, including any information contained in any materials provided by redthread to Client, is true and correct. redthread further represents and warrants that the provision or grant of any licenses, rights, or materials do not, and will not, violate any contract with or contained in any materials provided by redthread to Client, including any information contained in any materials provided by redthread to Client, is true and correct. redthread further represents and warrants that the provision or grant of any licenses, rights, or materials hereunder by redthread to Client do not, and will not, violate any right of, or conflict with, or violate any contract with or commitment made to, any person or entity, and that no consent or authorization from any third party is required.

#### 6. Ownership of and License to Deliverables.

Ownership and title to all intellectual property rights in the materials delivered to or prepared on behalf of Client by redthread (the "Deliverables") shall be as set forth below. Deliverables shall include, without limitation, whether finished or unfinished and whether used by Client or not, all advertising, marketing, promotion and merchandising materials, copy, storyboards, concepts, ideas, trademarks, trade names, domain names, logos, slogans, taglines, inventions, discoveries, website style, content, structure and look and feel, internet portals, press releases, research, videos, presentations and proposals, artwork, videos, telephone numbers for use by Client's consumers, and original music and lyrics, to the extent the same are actually delivered to and/or prepared on behalf of Client. **A.** Upon payment in full, Client shall be the owner of all right, title and interest in and to the Deliverables, including all intellectual property therein. Any Deliverables that may qualify as "works made for hire" as defined in the Copyright Act (17 U.S.C. § 101), are hereby deemed owned by Client as "works made for hire." To the extent that any of the Deliverables do not constitute a "work made for hire," redthread hereby irrevocably assigns to Client, in each case without additional consideration, all right, title, and interest throughout the world in and to the Deliverables.

**B.** Except for the rights and licenses expressly granted in this Agreement, redthread retains all rights under its intellectual property (the "redthread Retained Intellectual Property"), including without limitation all rights to redthread trademarks, trade names, and goodwill, and no rights shall be deemed granted by redthread to Client by implication, estoppel, or otherwise. Without limiting the foregoing, the redthread Retained Intellectual Property shall include all materials owned by redthread prior to, or independent from, the performance of Services under this Agreement, and all methodologies, software, applications, processes or procedures used, created, or developed by redthread in the general conduct of its business, excluding the Deliverables.

**C.** Upon payment in full and the transfer of rights in the Deliverables to Client, Client shall grant redthread a perpetual, irrevocable, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use the Deliverables and any intellectual property therein for the purpose of promoting redthread's services and business.

**D.** Upon payment in full, redthread hereby grants Client a perpetual, irrevocable, limited, royalty-free, non-transferable, non-sublicensable, worldwide license to use, perform, display, execute, reproduce, distribute, transmit, modify (including to create derivative works), import, make, have made, sell, offer to sell and otherwise exploit redthread Retained Intellectual Property solely to the extent incorporated in, combined with, or otherwise necessary for the use of the Deliverables. All other rights in and to redthread Retained Intellectual Property are expressly reserved by redthread.

**E.** Notwithstanding anything herein to the contrary, Client's ownership of the Deliverables shall be subject to (a) the rights of third parties whose materials or services are contained in the Deliverables with Client's prior knowledge (e.g., stock footage, photos, music, software, etc.) and used under a license or other permission granted to redthread or Client, and (b) the rights of redthread to the redthread Retained Intellectual Property.

#### 7. Confidentiality.

Either party to this Agreement (as the "Disclosing Party") may disclose or make available to the other Party (as the "Receiving Party") information about invention descriptions, technical and business information relating to proprietary ideas and inventions, its business affairs and services, trade secrets, drawing or illustrations, patent searches, third-party confidential information and other sensitive or proprietary information, whether orally or in written, electronic or other form or media regardless of whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information").

**A.** The Receiving Party shall protect and safeguard the confidentiality of the Disclosing Party's Confidential Information with a commercially reasonable degree of care; not use the Disclosing Party's Confidential Information, or permit it to be accessed or used, for any purpose other than to exercise its rights or perform its obligations under this Agreement; and not disclose any such Confidential Information to any person, except to the Receiving Party's representatives who need to know the Confidential Information to assist the Receiving Party, or act on its behalf, to exercise its rights or perform its obligations under this Agreement.

**B.** Confidential Information does not include information that the Receiving Party can demonstrate by documentary evidence that either: (a) is or becomes generally available to the public other than through the Receiving Party's breach of this Agreement; (b) is communicated to the Receiving Party by a third party that had no confidentiality obligations concerning such information; or (c) was known to the Receiving Party at the time of the disclosure.

#### 8. Indemnification.

Client shall release, defend, indemnify, and hold redthread and its parent, affiliates, subsidiaries, officers, directors, agents, owners, employees, trustees, successors, and assigns harmless with respect to any claims, actions, causes of action, damages, fines, expenses, court costs, attorney fees, damages or judgments suffered by redthread or its agents, resulting from or attributable to any breach of Client's or its agent's responsibilities under this Agreement, any breach of the representations and warranties herein, willful misconduct, and all negligent acts or omissions of Client or its agents, resulting, directors, agents, owners, employees, trustees, successors, and assigns harmless with respect to any claims, actions, causes of action, damages, fines, expenses, court costs, attorney fees, damages or judgments suffered by Client or its agents, resulting from or attributable to any breach of the representations and estion, damages, fines, expenses, court costs, attorney fees, damages or judgments suffered by Client or its agents, resulting from or attributable to any breach of redthread's or its agent's responsibilities under this Agreement, any breach of the representations and warranties herein, willful misconduct, and all negligent acts or omissions of action, damages, fines, expenses, court costs, attorney fees, damages or judgments suffered by Client or its agents, resulting from or attributable to any breach of redthread's or its agent's responsibilities under this Agreement, any breach of the representations and warranties herein, willful misconduct, and all negligent acts or omissions of redthread or its agents.

#### 9. Limitation on Liability.

In no event will redthread be liable to Client or to any third party for any loss of use, revenue, profit or loss of data or for any consequential, incidental, indirect, exemplary, special or punitive damages whether arising out of breach of contract, tort (including negligence), or otherwise, regardless of whether such damage was foreseeable and whether redthread has been advised of the possibility of such damages. In no event will redthread's liability arising out of or related to this agreement, whether arising out of or related to breach of contract, tort (including negligence), or otherwise, provide the aggregate amounts paid to redthread pursuant to this agreement.

#### 10. Term; Termination.

This Agreement shall commence as of the date it is signed by both parties (the "Effective Date"). The term of this Agreement shall be until delivery of the Deliverables by redthread and payment in full by Client of all accrued fees and expenses set forth in Schedule B. If either party breaches its obligations under this Agreement, the non-breaching party shall give the breaching party written notice of such breach and the opportunity to cure such breach for a period of fifteen (15) days after delivery of the notice of breach with respect to a monetary breach, or thirty (30) business days after delivery of the notice of breach with respect to a non-monetary breach. Notwithstanding the foregoing, a party may terminate this Agreement with immediate effect on written notice to the other party if the other party becomes insolvent, dissolves, liquidates, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization, or assignment for the benefit of creditors. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment and delivery obligation that has already accrued hereunder.

#### 11. Independent Contractors.

redthread may retain third parties ("Independent Contractors") to furnish services to it in connection with the performance of its obligations hereunder. redthread may permit such Independent Contractors to have access to Confidential Information, but only to the extent and insofar as reasonably required in connection with the performance of redthread's obligations under this Agreement.

#### 12. Compliance with Laws.

In the performance of this Agreement, each party shall make commercially reasonable efforts to comply with all applicable governmental laws, statutes, ordinances, rules, regulations, orders, and other requirements. In the event that the other party's assistance is necessary to achieve such compliance, the party shall promptly notify such other party. In the event that Client is aware of any regulations known and applicable to the advertisement or marketing of Client's business, products or services, Client shall inform redthread.

#### 13. Copyright and Trademark.

Client is responsible for any copyright or trademark issues related to the creation and use of the Deliverables by Client. Client shall be solely responsible for any trademark or copyright searches pertaining to the Deliverables unless otherwise contracted. redthread will not knowingly copy other rightfully trademarked or copyrighted material.

#### 14. Force Majeure.

redthread shall not be liable or responsible to Client, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement (except for any obligations to make payments to the other Party under this Agreement), when and to the extent such failure or delay is caused by or results from acts beyond the affected Party's reasonable control, including, without limitation: (a) acts of God; (b) flood, fire or explosion; (c) acts of war; (d) actions, embargoes or blockades in effect on or after the date of this Agreement; (e) national or regional emergency; (f) compliance with any law or governmental order, rule, regulation or direction, or any action taken by a governmental authority. Notwithstanding anything in this Agreement to the contrary, Client may terminate this Agreement if such failure or delay continues for a period of sixty (60) days or more.

#### 15. Entire Agreement.

This Agreement, including the related schedules attached hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein and therein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

#### 16. Severability.

If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Terms or provisions deemed invalid, illegal, or unenforceable shall be reformed to effectuate the intent of the parties to the maximum extent permitted by applicable law.

#### 17. Assignment.

Neither this Agreement nor any of the rights, interests, or obligations hereunder shall be assigned by any of the parties hereto without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Subject to the preceding sentence, this Agreement will be binding upon, inure to the benefit of, and be enforceable by the parties and their respective successors and assigns.

#### 18. Amendment.

This Agreement may only be amended or modified by a writing signed by authorized representatives of both parties.

#### 19. Waiver.

No waiver under this Agreement is effective unless it is in writing and signed by the party waiving its right.

#### 20. Relationship of Parties.

Nothing in this Agreement creates any agency, joint venture, partnership or other form of joint enterprise, employment or fiduciary relationship between the parties. redthread is an independent contractor pursuant to this Agreement. Neither party has any express or implied right or authority to assume or create any obligations on behalf of or in the name of the other party or to bind the other party to any contract, agreement, or undertaking with any third party.

#### 21. Governing Law; Forum.

All matters arising out of or relating to this Agreement are governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice or conflict of law provision or rule that would cause the application of the laws of any jurisdiction other than those of the State of Nebraska. Any legal suit, action, or proceeding arising out of or relating to this Agreement shall be instituted in the federal courts of the United States of America or the courts of the State of Nebraska in each case located in the City of Lincoln and County of Nebraska, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

#### 22. Survival.

Provisions of this Agreement, which by their nature should apply beyond their terms, will remain in force after any termination or expiration of this Agreement, including without limitation Section 6, Section 7, Section 8, Section 9, and Section 21.

## **Compensation** & Payment

#### 1. Compensation.

Client agrees to pay redthread a fixed fee of \$130,260.00 for services performed and a fixed fee of \$46,950.00 for media fees for a total of \$177,210.00 for the services set forth in Schedule A.

#### 2. Payment Schedule.

Client will be invoiced for services set forth in Schedule A as follow:

A. Invoice 1 - The sum of \$14,767.50 will be invoiced upon execution of this Agreement.

B. Invoice 2 - 12 - The sum of \$14,767.50 will be invoiced the month following the preceding month invoice.

#### 3. Expenses.

Expenses outlined in Schedule A are included in the Compensation. In addition to the Compensation described above, Client agrees to pay redthread for all out-of-pocket expenses incurred by redthread in connection with the performance of the Services with prior written approval, if they are not included in the services set forth in Schedule A..

#### 4. Invoices.

Client shall pay all properly invoiced amounts due to redthread within thirty (30) days after Client's receipt of such invoice (the "Payment Date"). redthread will send out invoices on the 7th of each month or the nearest weekday if the 7th falls on a weekend or holiday.

#### 5. Project Scope.

Compensation covers the services outlined in Schedule A of this Agreement. If scope of work changes, allotted revisions are exceeded, backtracking on approved milestones, or additions are made, Client will be billed on an hourly basis in addition to the set forth compensation.

#### 6. Extended Schedule.

Delays in feedback that extend beyond thirty (30) days may result in additional fees. Restarting services outlined in Schedule A after an inactive period of more than sixty (60) days will result in a restart fee of 5% of the total project fees.

#### 7. Invoice Disputes.

Client shall notify redthread in writing of any dispute with an invoice within seven (7) days from Client's receipt of such invoice. Client will be deemed to have accepted all invoices for which redthread does not receive timely notification of dispute, and shall pay all undisputed amounts due under such invoices within the period set forth above. The parties shall seek to resolve all such disputes expeditiously and in good faith. Should negotiations fail to resolve the matter within thirty (30) days of notice of the dispute, the matter shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof.

#### 8. Taxes.

All expenses payable by Client under this Agreement are exclusive of all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any governmental authority on such amounts. Client shall be responsible for any taxes applicable to the Services provided to Client.

#### 9. Late Payments.

Except for invoiced payments that Client has disputed in accordance with Section 4 above, Client shall pay interest of 1.5%, or the maximum amount permitted by law, on all payments later than thirty (30) days from the Payment Date. All payments later than thirty (30) days from the Payment Date shall have interest compounded every thirty (30) days at the rate of 1.5%, or the maximum amount permitted by law.



#### 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:	Red Thread Creative, LLC DBA redthread
Bidder Address:	201 N 7th Street, Suite 208, Lincoln, NE 68508
Contact Person & Title:	Adam Kroft, Partner   CEO
E-mail Address:	adam@redthreadads.com
Telephone Number (Office):	531-500-3883
Telephone Number (Cellular):	402-525-5984 (preferred)
Fax Number:	n/a

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:	Red Thread Creative, LLC DBA redthread
Bidder Address:	201 N 7th Street, Suite 208, Lincoln, NE 68508
Contact Person & Title:	Adam Kroft, Partner   CEO
E-mail Address:	adam@redthreadads.com
Telephone Number (Office):	531-500-3883
Telephone Number (Cellular):	402-525-5984 (preferred)
Fax Number:	n/a

#### 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.

 $\times$  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.

 $\underline{x}$  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.

 $\underline{x}$  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:	Red Thread Creative, LLC DBA redthread
COMPLETE ADDRESS:	201 N 7th Street, Suite 208, Lincoln, NE 68508
TELEPHONE NUMBER:	531-500-3883
FAX NUMBER:	n/a
DATE:	9-26-2023
SIGNATURE:	Rhett Muller
TYPED NAME & TITLE OF SIGNER:	Rhett Muller, Partner   COO