

A hand holding a telephone receiver against a red and white background. The background is split diagonally from the top-left to the bottom-right. The top-left portion is a solid red color, while the bottom-right portion is white with a faint, grayscale image of a hand holding a telephone receiver. The text is overlaid on the red portion.

# Nebraska Game and Parks Commission.

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Response to Request for Proposal



RFP 6862 Z1 Marketing Research, Analysis and  
Recommendations to Guide Communication Strategy

03/12/24

# You've come to the right agency.

Thank you so much for the opportunity to respond to your request for proposal. As a locally-owned business, we're excited to have the opportunity to partner with the Nebraska Game and Parks Commission to support your vision to inspire our residents and visitors to enjoy and care for Nebraska's health and natural environment for years to come.

As stewards of Nebraska's natural resources and recreational assets, the NGPC makes unique and important contributions that make Nebraska a great place to live, work and play. We admire the work that you are doing to recruit, retain and reactivate customers through marketing and communications as well as operational and facility improvements. We're eager about the opportunity to support you in this great work.

As you embark on a project designed to gather meaningful and actionable feedback from our friends and neighbors, consider OBI as your strategic partner. Our approach is simple; Ask, Listen, Deliver & Improve.

Through onboarding and discovery, we Ask questions to build understanding and alignment on your organization's strategy and goals. This foundation allows us to create a research approach that Listens to your customers, including internal customers like employees, policymakers, government service providers and other stakeholders. We Deliver an integrated plan that drives results using targeted messaging and tactics that move the needle on your goals. And because we believe that better has no finish line, we monitor and Improve our efforts for an even greater impact over time.

We believe in the dreams and vision of the Nebraska Games and Parks Commission. We are enthusiastic about the opportunity to share Nebraska's healthy, natural environment with loyal and future customers.

Together, we can strengthen collaborative pathways to outdoor recreation.



**Karisa Malchow**

Vice President, Client Services

kmalchow@obicreative.com

402.493.7999

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## 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.

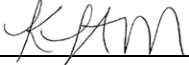
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

  KM   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:	OBI Creative
COMPLETE ADDRESS:	4909 S. 135th St. Ste. 200, Omaha, NE 68137
TELEPHONE NUMBER:	402.493.7999
FAX NUMBER:	N/A
DATE:	03/12/2024
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Karisa Malchow, Vice President, Client Services

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6862 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:	OBI Creative
Bidder Address:	4909 S. 135th St. Ste. 200 Omaha, NE 68137
Contact Person & Title:	Karisa Malchow, Vice President, Client Services
E-mail Address:	kmalchow@obicreative.com
Telephone Number (Office):	402.509.9198
Telephone Number (Cellular):	405.204.4534
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:	OBI Creative
Bidder Address:	4909 S. 135th St. Ste. 200 Omaha, NE 68137
Contact Person & Title:	Karisa Malchow, Vice President, Client Services
E-mail Address:	kmalchow@obicreative.com
Telephone Number (Office):	402.509.9198
Telephone Number (Cellular):	405.204.4534
Fax Number:	N/A

## 1. CORPORATE OVERVIEW

### A – CONTRACTOR IDENTIFICATION AND INFORMATION

OBI Creative  
d/b/a O'Brien Industries Inc.  
4909 S 135th St, Suite 200  
Omaha, NE 68137  
402.493.7999  
Entity Organization: S Corporation  
Incorporation State: Nebraska  
Incorporation Year: 2001  
Name or Form Change: None

### B – FINANCIAL STATEMENTS

OBI has experienced steady growth since its inception in 2001 and currently employs 32 full-time employees in Omaha and Des Moines. With more than 150 local, regional and national clients in the past five years, OBI plans to continue growing as an organization and lead as tenacious and innovative marketing strategists.

#### Banking Reference:

Dundee Bank  
302 S 38th St Omaha, NE 68131  
402.504.4000

OBI does not have any judgments, pending or expected litigation, or other real or potential financial reversals.

### C – CHANGE OF OWNERSHIP

There is no change in ownership or control of the company anticipated during the twelve (12) months following the proposal's due date.

### D – OFFICE LOCATION

4909 S 135th St., Suite 200  
Omaha, NE 68137

### E – RELATIONSHIPS WITH THE STATE

In the past three (3) years, OBI has not contracted with the State of Nebraska.

### F – CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

OBI does not have any employees who have been employed by the State within the past twelve (12) months.

### G – CONTRACT PERFORMANCE

OBI has not had a contract terminated for default during the past three (3) years.

## Services



Branding and  
Reputation  
Management



Lead  
Generation



Customer  
Engagement



Research and  
Analytics



Advertising

1. CORPORATE OVERVIEW

H – SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

# Okoboji Tourism

TIME PERIOD

Client from July 2016–Present

COMPLETION

Campaign Launch Scheduled:

January 2019

Campaign Launch Actual:

January 2019

RESPONSIBILITIES

- Digital Media Strategy
- Social Media Campaign Management
- Programmatic Display
- Campaign Creative
- Magazine Design
- Guerrilla Marketing and On-Site Activation

REFERENCE

**Rebecca Peters**

Director

**Okoboji Tourism**

rebecca@vacationokoboji.com

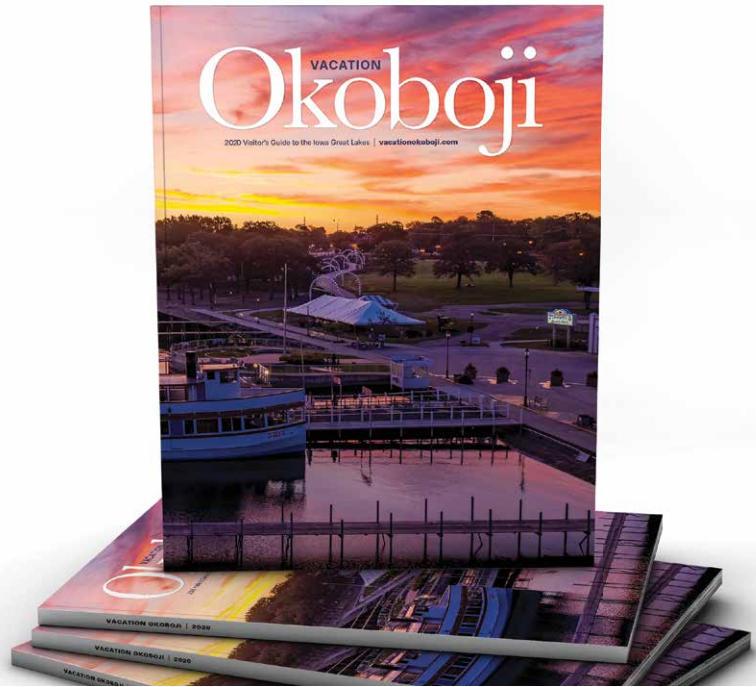
712.332.2209

CONTRACTOR

OBI was the primary contractor for this project.

BUDGET AND TIMELINE

See proprietary document.



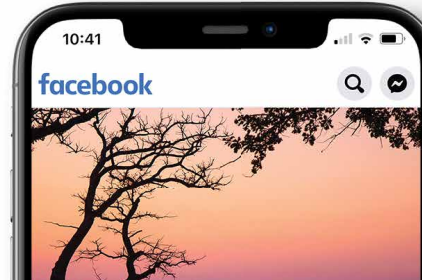
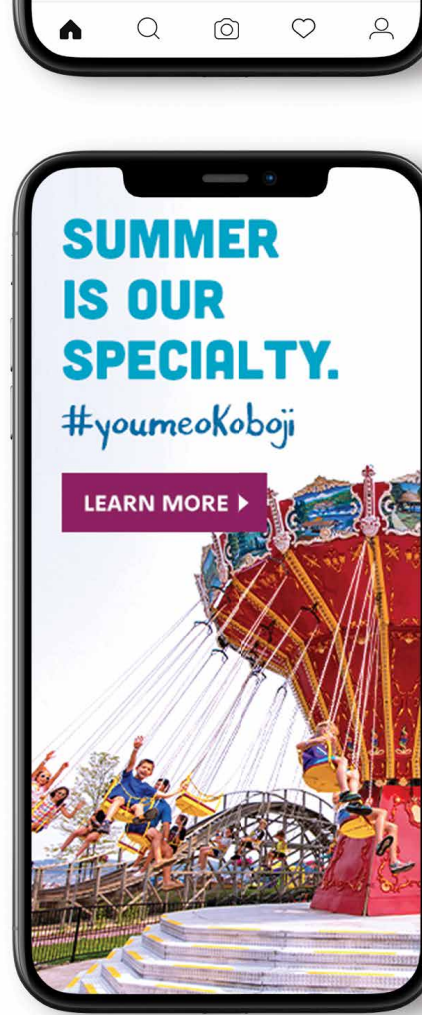
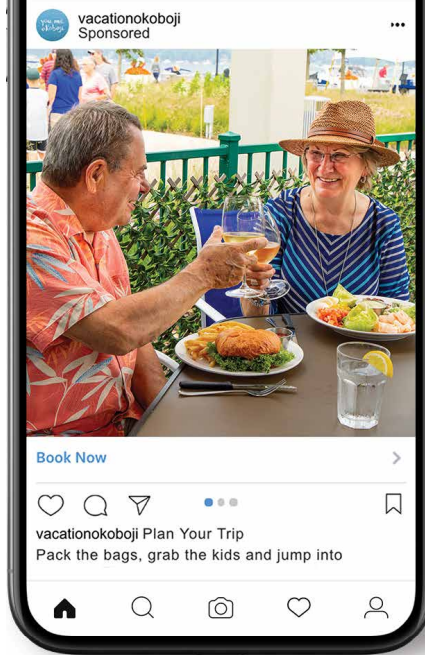
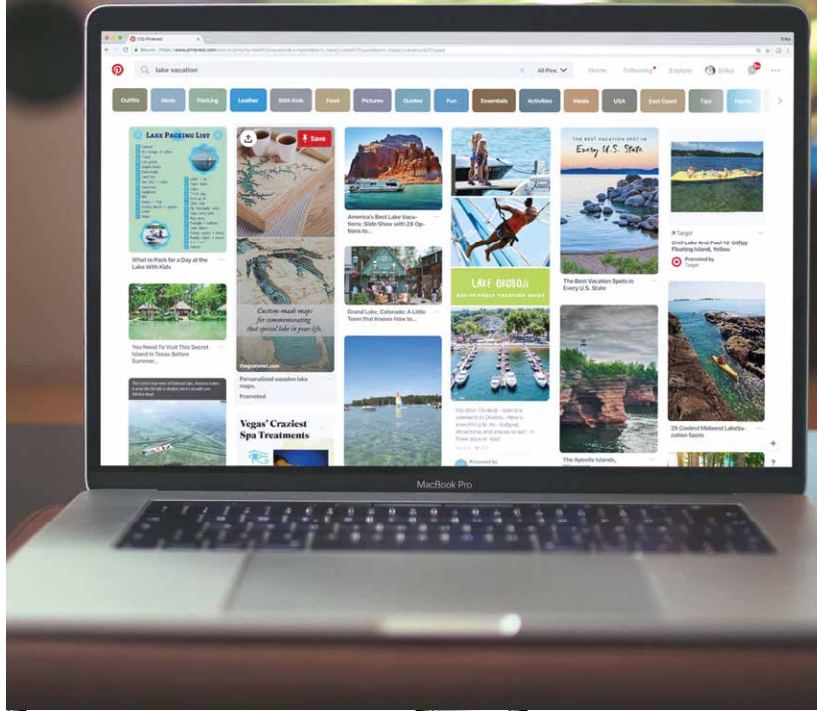
# 1. CORPORATE OVERVIEW

Okoboji is a hidden gem in northwest Iowa, filled with year-round fishing, boating, theater, shopping and entertainment options aplenty. Okoboji Tourism's challenge? To raise awareness of this family-friendly vacation spot, attracting new visitors from surrounding regions for the 2018 summer season, and to make this gem hidden no longer. Enter OBI.

## GOALS

Our research indicated travelers often rely heavily on social media, video/photo sites and search engines for trip inspiration; because Okoboji Tourism's co-op with Iowa Tourism already included a presence in print, outdoor and general digital platforms, we recommended a paid social media campaign – Facebook, Instagram and Pinterest. We then devised a fun, authentic campaign, titled "You. Me. Okoboji," a "wish you were here" message of sorts, highlighting all the fun that can happen just a short distance away. We even created a Facebook frame for added fun.

To mirror the excitement and authenticity of the social campaign, we also organized and designed the 150-page vacation guide, sprinkling a hand-lettered font and beautiful custom photography throughout. The guide lives year-round mixed with tourist info and eye candy galore.





## 1. CORPORATE OVERVIEW

### RESULTS

Within four months, we received **41,700 link clicks on the Facebook ads, reached 424,000 people and garnered a CTR of 3.32%**, far above the travel and hospitality industry average of 0.90%

Pinterest's promoted pins received **18,500 engagements, 600,000 impressions, 1,300 saves and 0.4% CTR**, above the platform's average of 0.2%

### Increased website traffic by 303%

comparing period-over-period (1/2018-4/2018 vs. 9/2017-2/2017)

### Increased social traffic 2,501%

in addition to a 12% lift in organic search



VIMEO.COM/389500731



VIMEO.COM/680603589



VIMEO.COM/680602508

# Iowa DOT

## TIME PERIOD

Client from July 2021–Present

## COMPLETION

Scheduled: December 2022

Actual: December 2022

## RESPONSIBILITIES

- O'Brien Voice of Customer (o.VOC)
- Data Analysis & Recommendations
- Brand Strategy
- Persona Development
- Messaging & Strategy
- Creative Concept Development

## REFERENCE

### Andrea Henry

Director

Iowa Department of Transportation

Andre.henry@iowadot.com

515.234.1216

## CONTRACTOR

OBI was the primary contractor for this project.

## BUDGET AND TIMELINE

See proprietary document.

**IOWA DEPARTMENT OF TRANSPORTATION**

**MAKING LIVES BETTER THROUGH TRANSPORTATION**

We help people get where they're going. Safely and with minimal disruptions. When moving people, goods, services or snow, we do it because we care about the people

**Now Hiring:**

- Lorem ipsum dolor sit amet. Fusce posuere magna sed ultricies. Fusce posuere magna sed ultricies.
- Maecenas porttitor congue massa.
- Fusce posuere magna sed ultricies.
- Nunc viverra imperdiet enim. Fusce posuere magna sed ultricies.

**DRIVING PROGRESS**

**Join the Team**

**Come One of Iowa's Transportation Experts**

Whether you're maintaining the roads, keeping people on time with changes or answering questions and concerns, your work makes lives better. Join the crew.

**Now Hiring:**

• Lorem ipsum dolor sit amet. Fusce posuere magna sed ultricies. Fusce posuere magna sed ultricies.

• Maecenas porttitor congue massa.

• Fusce posuere magna sed ultricies.

• Nunc viverra imperdiet enim. Fusce posuere magna sed ultricies. Fusce posuere magna sed ultricies.

• A culture of respect, honesty and commitment allows us to connect communities, services and goods for the advancement of our state. Here's your opportunity to make a positive impact on your community.

**We Know What's Riding on Us**

Keeping the roads safe and the people traveling them equally as safe is our top priority. After all, we put our friends and family on these roads. Our work as a department saves lives.

As an employee of the Iowa DOT, you'll provide an essential service to the people in your community. Be proud of the work you do helping people get where they need to be, every day.

**IOWA DOT**

Learn more at [iowadot.gov/careers](http://iowadot.gov/careers)

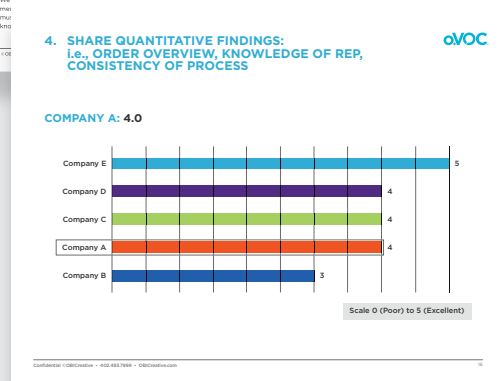
# 1. CORPORATE OVERVIEW

Knowing that less-than-optimal experiences with departments of transportation are all too common, the forward-thinking communications team at the Iowa Department of Transportation recognized the need for a better understanding from their community. Many Iowa residents were unaware of the work that goes on behind the scenes or the fact that their services don't end at snow removal and driver's licenses. The Iowa DOT understood that this was not only affecting their relationship with their customers but with their employees' outlook on their work and they needed to find a way to communicate their extensive value to the state. Enter OBI.

## GOALS

We implemented the oVOC study, including surveys for the general population, Iowa DOT employees and Iowa DOT partners and vendors. Along with the quantitative survey findings, we also conducted in-depth interviews with the Iowa DOT employees, vendors and contractors.

Once our research was finalized, we went to work on persona development and an in-depth, value-based message map. We developed seven personas representing different levels of interactions and relationships with the Iowa DOT, each with their own unique messages and communication channels. All messaging aligned with the core findings from our research, and ultimately set the Iowa DOT on a more strategic path.



# 1. CORPORATE OVERVIEW

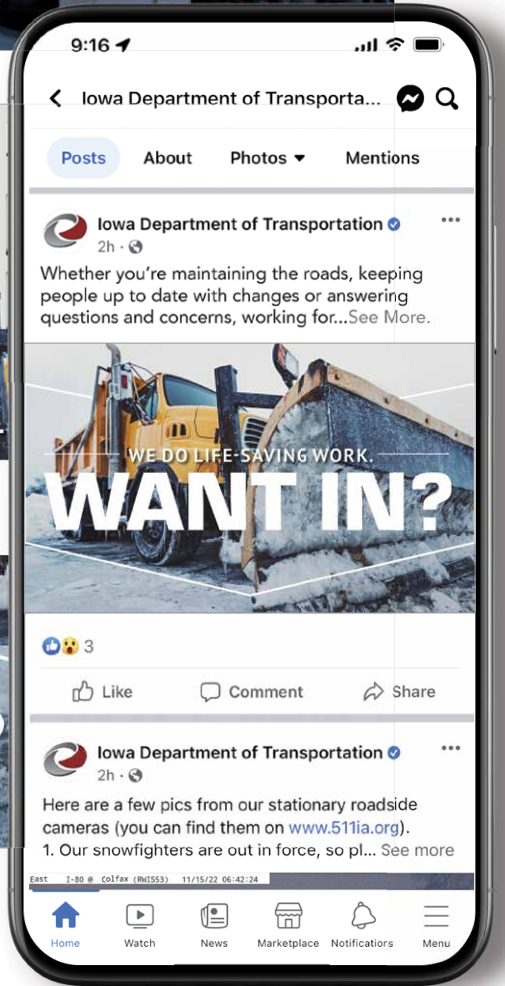
## RESULTS

Outside of traditional metrics, we saw the Iowa DOT become more customer-centric and as a result, shift mindsets across the board.

**We identified and recommended 19 strategies to improve overall communications for the Iowa DOT.**

In turn, they started to develop a customer experience bureau as a direct response to the study's findings. Additionally, the communications team was given oversight of the newly developed Outreach and Development Bureau.

Because of this successful research and strategy project, OBI and Iowa Department of Transportation continue to work together today.



# Opportunity Scholarships of Nebraska

## TIME PERIOD

Client from 2023–Present

## COMPLETION

Campaign Launch Scheduled:

December 2023

Campaign Launch Actual:

December 2023

## RESPONSIBILITIES

- Landing Page Development
- Connected Television Advertising
- Campaign Creative
- Digital Media Strategy
- Traditional Media Strategy
- Social Media Campaign Management
- Paid Search Campaign

## REFERENCE

**Lauren Gage**

Director

**Opportunity Scholarships of Nebraska**

lauren@nebraskaopportunity.org

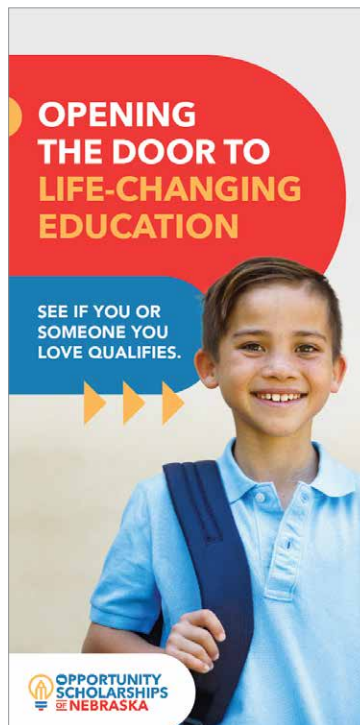
512.514.3026

## CONTRACTOR

OBI was the primary contractor for this project.

## BUDGET AND TIMELINE

See proprietary document.



## 1. CORPORATE OVERVIEW

Opportunity Scholarships of Nebraska (OSN) believes that every child deserves access to a learning environment where they feel safe, engaged and empowered to imagine all the possibilities for their future – regardless of their financial situation or zip code. By opening the door to educational opportunities for all, they exist to make this hope a reality.

As a state-approved scholarship granting organization, OSN is committed to providing access to high quality education for all through private school tuition scholarships. With the Opportunity Scholarships Act newly passed by the Nebraska State Legislature, they needed help increasing awareness and support of the program and connecting with families who qualify for the scholarships. Enter OBI.

### GOALS

We set out to create and execute a comprehensive, strategic lead capture campaign to connect parents with the opportunity to secure private school tuition scholarships for their children.

This multifaceted campaign included planning a targeted media strategy, creating a user-friendly landing page for lead capture and crafting engaging email and SMS drip campaigns. Simultaneously, we leveraged social media for maximum reach and employed traditional and digital advertising channels for optimal exposure – all with the goal of generating 2,500 leads in a little over a month.



## 1. CORPORATE OVERVIEW

### RESULTS

From the start date of December 21, 2023, to the goal end date of January 31, 2024, we garnered:

**4,271 leads, nearly doubling OSN's goal of 2,500 leads by the end of January.**

This lead generation campaign had an **average video completion rate of 98.6% on Hulu, exceeding Hulu's traditional benchmark of 96%.**

During the campaign, we also utilized National School Choice Week, **generating 97 leads in a four-day span. OSN's campaign reached 89,305 unique customers in that timeframe.**

OBI generated nearly double the leads expected of this campaign while finishing January with budget to spare. As a result, we have continued our successful partnership.



## I – SUMMARY OF CONTRACTOR’S PROPOSED PERSONNEL/MANAGEMENT



### Mary Ann O'Brien

**FOUNDER AND CEO**

**YEARS OF EXPERIENCE:** 25+

A nationally recognized branding and marketing thought leader, Mary Ann has been entrusted by some of the most successful brands in the world to help steer their strategic direction. Recognized as a pioneer in the world of marketing and technology, Mary Ann and her team have worked with some of the most respected and admired brands in the retail, educational, real estate, financial, medical, digital convergence and wireless industries, helping them to craft everything from big-picture strategy to tactical integration and world-class advertising campaigns.

Mary Ann LOVES helping businesses grow. It's her passion and her purpose and it is why she started OBI Creative over 20 years ago. She loves to contribute through her time, talent or treasure. She is proud of the region, our state and our local community and is a huge supporter of growth and progress.

**FUNCTIONS:** Chief of Strategy, Planning, Thought Leadership

**EDUCATION:** University of Iowa, Bachelor's of Science in Geography (International Affairs)

**REFERENCES:**

Ted Bridges, Chief Executive Officer  
Bridges Trust  
1125 S 103rd St. #580, Omaha, NE 68124  
402.504.6290 • tbridges@bridgestrust.com

Gail DeBoer, President  
Cobalt Credit Union  
7148 Towne Center Pkwy., Papillion, NE  
402.829.6240 • gdeboer@cobaltcu.com

Jose Monroy, Technical Solutions Sales Manager  
Intel  
13403 Landfair Rd., San Diego, CA 92130  
858.354.8598



## 1. CORPORATE OVERVIEW



### Justin Eveloff

**VICE PRESIDENT, PERFORMANCE MARKETING**

**YEARS OF EXPERIENCE: 20+**

The face of digital, Justin has lived in digital marketing, media buying, e-commerce, web development, omnichannel marketing and brand strategy for the past 22 years. He excels at developing data-driven customer acquisition and retention strategies with high conversions in competitive categories and at creating animatronics and lighting shows for his neighborhood at Halloween. His favorite holiday.

**FUNCTIONS:** Media and Creative Lead

**EDUCATION:** Metropolitan Community College, Associate's in Applied Science, Information Technology

**REFERENCES:**

Melissa (Missy) Boldt, Senior B2C Marketing Strategist  
Omaha Public Power District  
444 S 16th St., Omaha, NE 68102  
402.210.6351 • Mdboldt@oppd.com

Jake Peters, Head of Growth  
Healthy Labs  
8605 Santa Monica Blvd., PMB 38903, West Hollywood, CA 90069  
515.783.7846

Brenda Gammie, Executive Vice President  
Avanti Residential  
1700 Broadway #200, Denver, CO 80290  
480.936.7866 • bgammie@avantiresidential.com

## 1. CORPORATE OVERVIEW



### Karisa Malchow

**VICE PRESIDENT, CLIENT SERVICES**

**YEARS OF EXPERIENCE:** 10+

A former college athlete with a competitive (understatement) streak, Karisa has spent the last decade working both agency and client side. At OBI, Karisa leads the client services team to deliver strategic, innovative and creative wins for our clients through trusted partnerships and transparent relationships.

**FUNCTIONS:** Account Lead

**EDUCATION:** Creighton University, Bachelor's of Science in Business Administration

**REFERENCES:**

Dr. Trent Wachner, Professor  
Creighton University  
2500 California Plz., Omaha, NE 68178  
402.280.2700

Clayton Anderson, CEO  
Strategic Air Command & Aerospace Museum  
28210 W Park Hwy., Ashland, NE 68003  
402.944.3100

Patrick Lyons, CEO  
Culture by Design  
2390 Dalke Ridge Drive NW, Salem, OR 97304  
319.541.0488

1. CORPORATE OVERVIEW



## Erin Dittman

**DIRECTOR OF ORGANIZATIONAL PERFORMANCE AND INSIGHTS**

**YEARS OF EXPERIENCE: 13**

An insights professional with progressive experience in marketing and advertising moving from project management and supporting agency operations to development of customer and market insights. Experience rooted in serving people, customers and community members with meaningful data and insights to maximize impact for good.

**FUNCTIONS:** Research Lead

**EDUCATION:** Kansas State University, Bachelor's of Science;  
University of Nebraska, Master's of Science; Bellevue University,  
Master's of Business Administration

**REFERENCES:**

Nick Juliano, President & CEO  
Radius  
5040 Grand Ave., Omaha, NE 68104  
402.238.8753 • Juliano.nick@gmail.com

Mosah Goodman, COO and VP of Legal  
Lutheran Family Services of Nebraska  
7929 W Center Rd., Omaha, NE 68124  
402.769.5240 • Mgoodman@lfsneb.org

Patsy Feeman, Principal  
Culture By Design  
1987 SW 13th Ave., Portland, OR 97201  
503.803.0374 • Patsy@culturebydesign.com

## 1. CORPORATE OVERVIEW



### John Selmer

**GOVERNMENT AFFAIRS,  
TRANSPORTATION AND INFRASTRUCTURE DEVELOPMENT LEAD**  
**YEARS OF EXPERIENCE: 30+**

John Selmer is the government affairs, transportation, and infrastructure lead with OBI Creative. John is passionate about improving awareness of DOT services, understanding how our customers use and want to use transportation systems and services and empowering DOT leaders to genuinely seek customer input. He recently served as the director of the Nebraska Department of Transportation after a 30+ year career with the Iowa Department of Transportation. John served the Iowa DOT in progressive engineering roles and was the director of the Strategic Performance Division.

**FUNCTIONS:** Consulting

**EDUCATION:** University of Nebraska–Omaha, Bachelor's of Science

**REFERENCES:**

Senator Pete Ricketts  
United States Senator  
304 N 168th Cir., Suite 213, Omaha, NE 68118  
402.550.8040

Scott Marler  
Iowa Department of Transportation Director  
800 Lincoln Way, Ames, IA 50010  
515.239.1216

Khalil Jaber  
Deputy Director of Nebraska Department of Transportation  
1600 Nebraska Pkwy., Lincoln, NE 68502  
402.471.2371

# 1. CORPORATE OVERVIEW

## J – SUBCONTRACTORS

### Proof Positioning

4400 College Blvd., Ste. 200, Leawood, KS 66211

Proof Positioning will be tasked with survey analyzing and synthesizing data, segmentation in order

25% of the project will be delegated to Proof Positioning

Approximately 150 hours of time will be allocated to Proof Positioning



## 2. TECHNICAL APPROACH

### A – UNDERSTANDING OF THE PROJECT REQUIREMENTS

OBI's team, composed of strategists, creatives and entrepreneurs, understands the overarching goal of this project: Understand the audience and reach them in a place convenient for them.

OBI understands that this goal is influenced by the responses from the market research insights gathered at the start of the project. All tangible deliverables that follow the market research will be largely influenced by the analysis and strategic direction stemming from the findings.

### B – PROPOSED DEVELOPMENT APPROACH

OBI believes the best way to make a meaningful connection is with an effective message. This is why OBI invests a great deal of effort into researching, identifying and developing target audiences. By understanding their interests and messaging effectively, we can motivate these targeted audiences to move towards the desired goal. After the implementation of the messaging and strategy, OBI continues to refine and press test to ensure continual learning and growth throughout the duration of the project.

#### Considered Approach

##### RESEARCH & ANALYSIS

Designed to provide a comprehensive understanding of Nebraska Game and Parks customers' brand experiences, OBI will survey different audiences throughout the different zones of Nebraska and discover attributes that would get them involved in Nebraska Game and Parks offerings. The research will be conducted to find value propositions and events that Nebraska Games and Parks can leverage in the integrated marketing plan and beyond. Additionally, OBI analysts will query interests beyond the scope of additional events that Nebraska Game and Parks can target to gather a wider audience in the state. OBI will also conduct interviews with identified key stakeholders. These interviews will be conducted to allow for a more intimate experience that is critical to understanding the wants and needs of the business and community at large.

OBI will identify and profile competitors across the nation. This involves understanding the brand identity, services provided, market share and target audience. OBI will assess the strengths and weaknesses of identified competitors, their unique selling propositions, branding, distribution channels and customer service. OBI will review marketing strategies, marketing positions, customer feedback and distribution channels. Information gathered through this competitive review will educate decisions on marketing strategies for the efforts of Nebraska Game and Parks.

##### BRAND STRATEGY & MESSAGING

Using the insights gathered during the research phase, OBI will recommend and develop key personas to represent groups of similar people in a target audience. OBI will also supply key messages for each persona developed to ensure that the direction and tone of each target audience are represented. These personas will serve as inspiration for creative direction and targeted marketing strategies for specific target audiences.

##### INTEGRATED MARKETING PLANNING

Once the research and strategy are locked, OBI will work with the Nebraska Game and Parks team to develop the integrated marketing plan. This plan will include budget recommendations, tactics and anticipated, trackable results to provide Nebraska Game and Parks with milestone moments that ensure that goals are being reached. This plan will serve as a guide for the marketing strategy for years to come.

## 2. TECHNICAL APPROACH

### MEDIA PLANNING & BUYING

OBI provides market analysis, media buying, planning and management services at the standard 15% traditional media and 30% digital media commission rate. That is, Nebraska Game and Parks will make gross media payments to the agency and the agency will make net payments to the media vendors of 85% or 70% of the gross amount, depending on which avenue media will be displayed upon. This earns the industry standard commission on the media time purchased for the client.

### MEASURE & OPTIMIZE

Throughout the duration of the project, our team maintains vigilant oversight, constantly monitoring, analyzing and optimizing each media campaign for effectiveness. Any trends or insights gleaned from the data are swiftly acted upon, ensuring that we make informed adjustments as necessary to optimize outcomes and achieve our client's objectives and goals

### OPTIONAL SERVICES

The hours for optional agency services will be estimated at a blended hourly rate of \$160. This allows the client access to any level of agency services. Any additional services will be estimated in a detailed scope of work (SOW) and will be approved in advance by the client.

## C – TECHNICAL CONSIDERATIONS

At this time, no technology outside of customary communication tools is necessary for the project.

2. TECHNICAL APPROACH

D – DETAILED PROJECT WORK PLAN

Project Work Plan with Milestones and Deliverables		Corresponds to Project Description and SOW sections E, F, H, I																					
WEEKS (ASSUMED START DATE: APRIL 15, 2024)		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
Kickoff Meeting	Project team meets for discovery and onboarding, reviews tasks and timelines.	█																					
Regular Status Meetings	Project team meets to discuss project delivery tasks and milestones.		█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█	█
Research Planning	Project team aligns on study design including questions, segments and other methodology questions.		█	█	█																		
Survey Launch Day	Data collection begins.					█																	
Data Collection Period	Survey is in the field.						█	█															
Research Analysis	Analysis and segmentation is completed.								█	█	█												
Initial Research Readout	Full findings are reported to the project team.											█											
Executive Summary Development	Project team collaborates to create executive summary of research.												█										
Executive Summary Readout	Executive summary is reported to appropriate stakeholders.													█									
Messaging Playbook Development	Personas and messaging are developed.														█	█	█						
Messaging Playbook Presented	Messaging playbook presented to project team.																		█				
Integrated Plan Development	Integrated marketing plan is developed.																			█	█		
Integrated Plan Presentation	Integrated marketing plan is presented to project team.																					█	
Final Report Developed	Final report is developed.																						█
Final Report Presented	Final report is presented to the project team.																						█



E – COMPLETED ATTACHMENT A

	<p><b>Strategy Development:</b></p> <p>The primary need for this RFP is to identify a communication/marketing research and strategy vendor(s) with proven experience in researching and providing marketing guidance on consumer/recreationist motivations to provide recommendations for customer and brand engagement. Because NGPC has a broad spectrum of recreational activities and there is ever-increasing competition for people’s free time the agency must continue what is successful but also identify innovative, unique and compelling strategies to reach new potential consumers with messages related to Nebraska’s outdoor recreation opportunities and grow brand awareness among potential customers. Bidder must demonstrate understanding of NGPC’s current outreach, events and messaging. Awarded bidder should recommend new or emerging communications and outreach efforts that are attainable with the agency’s current staff and funding resources. Describe demonstrated experience in successful delivery of a variety of communications outreach, strategies, implementation and evaluations.</p>
<p>1</p>	<p>BIDDER RESPONSE:</p> <p><b>Corresponds to Project Description and Scope of Work Sections:</b></p> <ul style="list-style-type: none"> <li>• <b>A.1 Purpose and Background Information</b></li> <li>• <b>A.2 Focus of Work</b></li> <li>• <b>J.4 Deliverables</b></li> </ul> <p>We believe in the power of integrated marketing, especially in an environment with so much competition for the customer’s time and attention. Our full-service agency team has experience creating and implementing strategies from research through creative execution and media placement. This strategy serves as the foundation for communications that drive customers to enjoy and protect Nebraska’s recreational assets.</p> <p>For a midwestern tourism client, we support ongoing integrated marketing efforts that include digital and traditional tactics with the goal of creating awareness about this family-friendly vacation spot. We supported the tourism bureau with digital media strategy, social media management, display ads, campaign creative, magazine design, and on-site activation. In the first four months of the campaign, our Facebook ads generated 41,000+ clicks with a clickthrough rate of 3.32% reaching 424,000 people. The bureau’s website traffic increased by over 300%. Traffic from social media increased by over 2500% and organic search improved by 12%. See Okoboji Tourism Case Study.</p> <p>We have reviewed NGPC’s social channels, email campaigns and Nebraskaland content that provides educational information, news and events and customer stories while showing the beautiful and diverse habitats and resources our state has to offer. In support of your vision to inspire a diverse group of people to participate in outdoor recreational endeavors and advocate for conservation and a healthy, natural environment, we would create a strategy tailor-made for NGPC.</p> <p>In addition to targeting Nebraska residents, we would expand our target area to include regional and national sportspersons to increase visits from nonresidents. Our approach would help NGPC increase the performance of the channels and tactics that you use today and recommend new strategies to reach new audiences and broaden brand awareness across the state from urban residents looking for an afternoon picnic or weekend camping trip in a state park to hunters and fishers looking for a new place to visit. Potential strategies could include leveraging user-generated content and new social channels like TikTok.</p>

2. TECHNICAL APPROACH

2	<p><b>NGPC Consumer/Audience Research</b></p> <p>Conduct primary research of NGPC’s current customers and potential customers who are active in outdoor recreation, and those who are not currently paying customers or active in outdoor pursuits. Include varied societal, generational, cultural, economic, recreational, and tourism and lifestyle values of both urban and rural residents. A representative sample of existing NGPC customers including but not limited to hunters, anglers, campers and park visitors, event attendees, and/or others will be provided securely and electronically to the awarded bidder. Additional lists of general Nebraska population samples shall be sourced by the awarded bidder. Describe your experience and approach to completing and reporting results.</p> <hr/> <p>BIDDER RESPONSE:</p> <p>Corresponds to Project Description and Scope of Work Sections:</p> <ul style="list-style-type: none"><li>• <b>A.2 Focus and Goals</b></li><li>• <b>D.1-3 Scope of Work</b></li><li>• <b>J.1-3 Deliverables</b></li></ul> <p>OBI Creative has extensive experience in conducting primary research with our client’s current and future customers. We have access to a variety of platforms and tools that we use to find the right approach for each project.</p> <p><b>Sourcing Respondents</b></p> <p>In addition to using our client’s existing customer lists, we source panels of respondents to access feedback from the public or another specific population. Our respondent groups can be structured to mimic Census data to ensure that our study group reflects the general characteristics of the general population. We can also set quotas within studies to ensure we are getting representation from respondents interested in various activities.</p> <p><b>Survey Fielding</b></p> <p>We use various survey platforms to field surveys, from a traditional online survey to more conversational tools. These tools let us ask questions in various ways from simple multiple-choice, ranking, and other formats. We can also test messaging, images and video through various survey platforms. Additionally, we use digital tools to complete A/B testing and even track how customers are interacting with websites. We design research projects using the best combination of tools for each individual project. We also have deep experience in conducting individual and group interviews.</p> <p><b>Survey Analysis and Reporting</b></p> <p>Once data is collected, we use various tools to analyze and report findings. We report on quantitative and qualitative results using appropriate tools for each. In addition to providing the general sentiment of qualitative responses, we use technology that supports quantitative analysis of text responses.</p> <p>Typically, we provide a comprehensive report on each question that includes information on the question design and sample size. As indicated by our client, we can provide a summary-level result as well as details by a variety of segments. Oftentimes, we begin with a higher-level report and then dig into more detailed segments. We use data-visualization best practices to present information in ways that are accessible and easy to understand. In addition to a visual representation of data, we include a written insight statement that puts findings into impactful statements.</p> <p>We share our full report with the appropriate stakeholder group in an in-depth meeting and they collaborate with the project sponsor or lead to craft and present an executive summary that meets the client’s needs.</p>
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## 2. TECHNICAL APPROACH

### Understanding the Marketplace, NGPC Sportspersons and recreational trends:

NGPC has prior consumer segmentation studies, customer surveys, sportspersons preferences and avidity studies, park user surveys, and more data. Recent national outdoor recreation studies report levels of hunting, fishing, boating, and parks and wildlife viewing. Describe your current approach to utilizing existing data and how it applies to this new effort, your understanding of the outdoor recreation and conservation market in Nebraska, urbanization challenges, and opportunities and trends in outdoor recreation in Nebraska. Describe your approach and level of understanding of recreational opportunities managed and offered by NGPC. Describe previous experience and how it would benefit the NGPC.

### BIDDER RESPONSE:

Corresponds to Project Description and Scope of Work Sections:

- **A.4 Buyer Behavior and Motivation (Concept Testing)**
- **B Project Environment**
- **C Project Requirements**
- **D.1-4 Scope of Work**
- **J.1-3 Deliverables**

Before designing and implementing any new research, we will review any available primary and third-party data. Existing primary and third-party research provides an opportunity for our research team to learn more about the organization's customers and strategic priorities. We can also learn about research participants and what data collection methods were effective or ineffective. Understanding past primary research will also identify opportunities to reach new segments to ensure we have a complete understanding of the Nebraska population.

- 3 We believe that understanding existing data enables us to design a study that enhances a new research project in three ways.

**First**, there may be opportunities to ask customers some of the same questions as earlier primary research. By asking the same question, we can assess any changes that have occurred over time or how different populations respond to the same questions. Earlier this year, our team conducted a brand equity study for a client who acquired a competitor in a new market. In the past, we conducted similar studies for this client. By asking the same questions to a new geographic audience, we were able to assess brand equity and provide a recommendation for introducing their brand into a new market.

Extending NGPC primary research will help us see how customer trends may have changed over time or how a specific population compares to other segments studied in earlier research. For example, as Gen Z customers grow, it may be beneficial to learn more about what recreational services Gen Z would like to utilize at Nebraska's state parks compared to older segments. Additionally, learning more about how hunter's experience during this year's deer hunting season compared to last year could also provide insight into wildlife management practices and predict the likelihood of hunters in specific regions applying for tags next year. Asking the same questions over time provides insight into NGPC offerings and customer preferences over time.

**Second**, the results of earlier primary research may have identified new questions or hypotheses that our clients would like to test or dig further into. In a recent project, we partnered with a client to learn more about walk-in or drive-up healthcare services like COVID-19 screening. Our first study indicated that "trust" was an important consideration for customers when choosing healthcare providers. To learn more about how that trust was established, we conducted a series of in-depth interviews. Our findings established that potential customers feel trust when they are shown empathy and believe that the service is credible. These insights helped our client evaluate the feasibility of expanded walk-in or drive-up screening services for common healthcare concerns.

## 2. TECHNICAL APPROACH

NGCP has invested in the development of shooting ranges across the state to support customer needs for recreational and competitive target shooting. The R3 report indicates there is some association between the availability and accessibility of shooting ranges and hunting participation. This relationship could be an interesting topic for additional research. Connecting shooting range customers and hunters could provide valuable information about how customers develop shooting skills required for safe and successful hunting. NGCP could use these insights to develop developmental programming that allows adults and youth to develop safe shooting skills that empower them to be successful hunters for years to come.

**Finally**, conducting new primary research is an opportunity to ask new questions that had not been identified by past research or address conditions that have changed since the initial research. Recently, we conducted a study about theater-going behavior. Our client wanted to learn more about how customers felt about seeing a movie in the theater after COVID-19 restrictions had been lifted. To learn more about theater-going behavior we used a combination of national third-party data and new primary research with existing customers and a panel of general population respondents from the local community to learn more about both at-home streaming and seeing a film in the theater. Our findings led to our recommendation to reposition the non-profit organization's messaging from focusing on film as an art form to an opportunity to connect with others who also love film and the theater-going experience. Building upon the client's existing third-party insights with additional primary research helped us understand trends in our community and how local audiences prefer to watch movies.

NGPC cites national third-party reports in the R3 plan that indicate broad and growing interest in paddleboarding and the potential for expanding rental services available at Nebraska state parks and recreation areas. Learning more about customers' needs for rental equipment would provide NGCP with data that drive decision-making about equipment rental, including what types of equipment customers would want to rent, how much they would be willing to pay for equipment rental and, at which parks and recreation areas. This kind of follow-up research provides operational strategies that allow the NGPC to be good stewards of its resources and give customers the services they want, where they want them, at a price that they will pay.

3

## 2. TECHNICAL APPROACH

	<p><b>NGPC Audience Segmentation:</b></p> <p>Segments must be created from primary and secondary research to identify core and growth audience segments for the Nebraska Game and Parks. Identify the size of each segment (percent of customers and the population) Identify their motivations for outdoor recreation, barriers to outdoor recreation, defining characteristics, preferences for leisure time and activity, related activities, etc. Describe process and approach to segmenting current and potential growth audiences. Provide an example of an executive summary and/or visual model that references segments.</p>
4	<p>BIDDER RESPONSE:</p> <p>Corresponds to Project Description and Scope of Work Sections:</p> <ul style="list-style-type: none"><li>• <b>A.3 Media Consumption</b></li><li>• <b>A.4. Buyer Behavior and Motivation (Concept Testing)</b></li><li>• <b>J.1-3 Deliverables</b></li></ul> <p>In partnership with Proof Positioning, we will analyze current and potential new audiences. We will identify basic demographic and psychographic information, using cross-tabulation to identify segments. Then we will analyze potential messages with each segment using Proof Positioning’s Emotional Resonance methodology. This approach will help us identify new customer segments to target, what messaging they will respond to and what tactics and channels we should use to reach them. This methodology has been demonstrated to be extremely efficient because it identifies segments, messages and what channels and tactics will be effective in reaching the segment.</p> <p>A sample of the Proof Positioning segmentation analysis is attached in the proprietary document.</p>

## 2. TECHNICAL APPROACH

	<p><b>Marketing strategy and development:</b></p> <p>Identify engagement strategies that will resonate with campers, park goers, hunters, and anglers. Identify engagement strategies for growing cohorts of non-consumptive participants such as boaters/floaters, trail users, and wildlife-watchers. Identify key messages and actions to grow participation and increase brand relevance and outdoor recreation participation among non-consumptive individuals. Describe experience and approach.</p>
5	<p>BIDDER RESPONSE:</p> <p>Corresponds to Project Description and Scope of Work Sections:</p> <ul style="list-style-type: none"><li>• <b>A.1. Purpose and Background Information</b></li><li>• <b>A.2 Focus of Work</b></li><li>• <b>J.4 Deliverables</b></li></ul> <p>Our approach to messaging starts with creating or refining personas. A persona is simply a character that represents a wider group. For each persona, we develop key and targeting messages and consideration drivers that become part of a messaging playbook. This sample copy serves as both inspiration and an evaluation tool that ensures that messaging is both on-brand and relevant to each specific persona. Personas can also include communication preferences that indicate specific channels and tactics that shape integrated marketing strategy.</p> <p>For a state transportation agency, we developed a messaging playbook that included personas that represented state residents, out-of-state travelers, commercial drivers, employees, contractors and vendors and policymakers. Each persona included a list of consideration drivers or important factors and key messages. We also included likely touchpoints and communication for each persona. These personas provided our client with a reference document to guide the development of messaging and tactics for specific customer groups.</p> <p>Building on the NGCP's previous work, we will produce personas as part of a larger messaging playbook that serves as a guide for anyone working on NGPC communications. Once we know what is important to each customer group, or persona, we craft key and targeted messages that remain true to the NGCP's brand position, tone, mission and values. Further, these personas would be developed to include communication preferences.</p>

## 2. TECHNICAL APPROACH

6	<p><b>Actionable recommendations for messaging, marketing, outreach:</b></p> <p>Describe how you will summarize findings, opportunities, challenges, and create a how-to guide of actionable recommendations and a media strategy for the NGPC team. Describe experience and approach to guide implementation. Provide an example of how-to guide containing actionable recommendations and strategy.</p>
	<p>BIDDER RESPONSE:</p> <p>Corresponds to Project Description and Scope of Work Sections:</p> <ul style="list-style-type: none"><li>• <b>A.1. Purpose and Background Information</b></li><li>• <b>A.2 Focus of Work</b></li><li>• <b>J.5 Deliverables</b></li></ul> <p>We provide our clients with tools and resources to implement communications strategies by developing messaging playbooks, creative concepts, brand guidelines, and media plans as projects unfold. Each of these deliverables are reviewed and approved by the client as each milestone is reached. At the end of the project, these assets can be combined into a final deliverable that summarizes research, communicates strategy, identifies personas and messaging and an integrated marketing plan to include media recommendations and budgets.</p> <p>After our initial research and brand strategy work with a state transportation agency, we were asked to help the organization create and execute a media plan to target drivers who had not yet converted their state ID or driver's license to the new REAL ID required for air travel. We built on the existing personas and developed a media plan. This campaign resulted in 4,068 conversions, 5,368,436 impressions, a cost-per-click at \$1.69 and 0.49% engagement rate.</p> <p>We go beyond marketing to provide our clients with clear action plans that may include areas outside of communications. We do this because we know that solid operations are critical to providing a positive customer experience. Typically, our research reports include a SWOT analysis that includes both communications and operational items. We want to be sure that any operational issues identified by our research are understood by our clients so that they can address them and provide an excellent customer experience.</p> <p>In our work with a state transportation agency, we discovered opportunities for improvement in many areas, including areas outside of the strategic communications team. We made recommendations that touched on areas including human resources, motor vehicles, procurement, and more. We recommended improvement in 19 areas with 57 specific strategies listed. One year after our research and strategy work was finished, we were invited to co-present with our client at the National TransComm Conference. At that time, we were able to share that:</p> <ul style="list-style-type: none"><li>• Strategic communications was working independently on six improvements using 12 recommended strategies.</li><li>• Strategic communications was collaborating with other departments on eight improvements using 14 recommended strategies.</li><li>• Other departments were working independently on six improvements using seven recommended strategies.</li></ul> <p>The extent of our support as an agency goes beyond marketing. We are business consultants who specialize in marketing and communications. We are excited about the opportunity to partner with NGPC to retain, reengage and recruit customers to participate in the wide range of recreational opportunities our great state and the NGPC provide.</p> <p>See the Iowa DOT's Brand Story and REAL ID Media Plan in the proprietary document.</p>

## F – DELIVERABLES AND DUE DATES

See detailed workplan in section D.

**II. TERMS AND CONDITIONS**

**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:
KM			

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 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.



**II. TERMS AND CONDITIONS**

**B. NOTIFICATION**

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

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:
KM			

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.

**II. TERMS AND CONDITIONS**

**F. PRICES**

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

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.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Nebraska Game and Parks Commission (NGPC) a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**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 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:
KM			

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:
KM			

**II. TERMS AND CONDITIONS**

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 NGPC\*\*\***

**J. RECORD OF VENDOR PERFORMANCE**

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

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:
KM			

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

**II. TERMS AND CONDITIONS**

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:
KM			

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:
KM			

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:
KM			

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.

**II. TERMS AND CONDITIONS**

**P. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**II. TERMS AND CONDITIONS**

**Q. ATTORNEY'S FEES**

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

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. ASSIGNMENT, SALE, OR MERGER**

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

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.

**S. 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:
KM			

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.

**II. TERMS AND CONDITIONS**

**T. FORCE MAJEURE**

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

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.

**U. CONFIDENTIALITY**

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

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.

**V. EARLY TERMINATION**

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

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:

**II. TERMS AND CONDITIONS**

- 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.

**W. CONTRACT CLOSEOUT**

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

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**

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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.

**III. CONTRACTOR DUTIES**

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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:
KM			

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.

**III. CONTRACTOR DUTIES**

**E. PERMITS, REGULATIONS, LAWS**

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

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:
KM			

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:
KM			OBI will provide certificate of insurance compliant with negotiated coverages before beginning work.

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 (two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

### III. CONTRACTOR DUTIES

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) 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**

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.

**III. CONTRACTOR DUTIES**

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

**4. 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:

Nebraska Game and Parks Commission  
RFP # 6862 Z1  
Nathaniel.betts@nebraska.gov

Nebraska Game and Parks Commission Purchasing  
PO Box 30730  
Lincoln, NE 68506

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.

**5. 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.

**III. CONTRACTOR DUTIES**

**H. ANTITRUST**

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

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:
KM			

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:
KM			

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.

**III. CONTRACTOR DUTIES**

**K. SITE RULES AND REGULATIONS**

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

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:
KM			

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. DISASTER RECOVERY/BACK UP PLAN**

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

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.

**N. DRUG POLICY**

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

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.

**III. CONTRACTOR DUTIES**

**O. WARRANTY**

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

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.

**P. TIME IS OF THE ESSENCE**

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



**IV. PAYMENT**

**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:
KM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Detailed Invoices must be itemized with work or service provided, hours, quantities, and corresponding coding to the contracted services. Mailing address will be provided to the awarded bidder upon contract award. 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:
KM			

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

**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

**IV. PAYMENT**

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:
KM			

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.



**Thank you.**

**Karisa Malchow**

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[obicreative.com](http://obicreative.com)

**OBI**

**OBI Creative**

**Budgets & Previous Work Samples**

**Redacted**

# Cost Proposal

## Marketing Research and Analysis

### Request for Proposal Number 6862 Z1

**Bidder Name: OBI Creative**

Bidder must complete the following cost proposal table. Costs shall remain fixed for the first two (2) years of the contract, except as otherwise provided in the following cost proposal tables. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. 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.

For the Optional Additional Services – Hourly Rates section the bidder may add additional rows to the table for each additional rate and/or service. A description of the service for the corresponding rate should be provided for each item added.

<b>MARKETING</b>				
	<b>Total Fixed Cost (Initial Term)</b>			
<b>1. NGPC Marketing and Consumer Research</b>	\$50,000 Panel acquisition costs at actual - not to exceed \$5000.			
<b>2. Research/Data Analysis and Summary and Review</b>	\$10,000			
<b>3. NGPC Audience Segmentation</b>	\$15,000			
<b>4. NGPC Marketing and Outreach Strategy</b>	\$25,000			
<b>5. Communications Toolkit Delivery and Project Presentation</b>	\$25,000			
<b>OPTIONAL ADDITIONAL SERVICES – HOURLY RATES</b>				
	<b>Initial Period Year One</b>	<b>Initial Period Year Two</b>	<b>Optional Renewal One Year Three</b>	<b>Optional Renewal Two Year Four</b>
<b>Additional Marketing/Creative Work Hourly Rate</b>	\$160/hr	\$160/hr	\$160/hr	\$160/hr
<b>Other (Please specify)</b>	\$25,000	\$50,000	\$50,000	\$50,000
<b>1. Follow-up oVOC (Voice of Customer) research on audiences as indicated by NGPC priorities and survey results (i.e.: Hunting, Paddle Sports, Urban Communities)</b>				
<b>2. Public Engagement Support and Consultation</b>	\$160/hr	\$160/hr	\$160/hr	\$160/hr
<b>3. Ongoing Integrated Marketing Planning</b>		\$10,000	\$10,000	\$10,000
<b>4. Ongoing Media Buying and Management</b>	Media Costs + Standard Commission Rates  (Traditional 15%, Digital 30%)	Media Costs + Standard Commission Rates  (Traditional 15%, Digital 30%)	Media Costs + Standard Commission Rates  (Traditional 15%, Digital 30%)	Media Costs + Standard Commission Rates  (Traditional 15%, Digital 30%)