

SOLICITATION NAME	RELEASE DATE
Nebraska Thursdays Campaign	July 19, 2019
DUE DATE AND TIME	PROCUREMENT CONTACT
August 16, 2019 2:00 p.m. Central Time	Sarah E. Smith

PLEASE READ CAREFULLY!

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Proposals must be received by the Department of Education by the date and time of proposal due date indicated above. No late proposals will be accepted. No fax, voice, or telephone proposals will be accepted. **Email proposals are preferred.**
2. Form A, Bidder Contact Sheet must be completed and returned along with bidder’s proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.

I. Scope of the Request for Proposal

The Nebraska Department of Education (NDE) is issuing this Request for Proposal – Nebraska Thursdays Campaign, for the purpose of selecting a qualified Contractor to provide a marketing campaign for Nebraska Thursdays and increase school sign-ups of the program. School Food Service Directors or school administrators are the primary contacts that sign-up for the program, but the intended target audience for the full marketing campaign will also include pre-k through 12th grade students, teachers, school staff, community members, and families.

Nebraska Thursdays is a statewide program that assists schools in planning, serving and promoting a Nebraska-sourced meal in the cafeteria on the first Thursday of each month. Technical assistance, specialized tools and resources, and an exclusive portal for school food service staff are available to Nebraska Thursdays program participants.

There are perceived barriers to farm to school activity for school staff, food service staff, farmers, ranchers, local food processors and distributors. School food service staff remark that farm to school efforts require increased cost, labor and effort, and often report that local foods are of limited availability. Food producers and processors generally regard connecting to schools as difficult. They are unsure if schools desire local foods or have the ability and resources to purchase local products.

Essential to program success is marketing that emphasizes benefits to participation in farm to school. This includes highlighting current access and seasonality of Nebraska/local products, as well as the health and

economic benefits of sourcing local foods for kids, community and agriculture; additionally, there are model schools that successfully implement Nebraska Thursdays and those stories are valuable to share.

The marketing campaign should include the following:

- Emphasis that Nebraska Thursdays increases participation and engagement in the school meals program, increases student willingness to try new foods and healthier options; creates jobs in the community and state, and increases economic activity; and positively changes diets and lifestyles of students, teachers, staff, and community members.
- Information that increases awareness about availability and seasonality of Nebraska local foods that can be utilized in school meal programs.
- Additional branding for Nebraska Thursdays that is relevant across the state and engages the broad spectrum of audience ages and ethnicities.
- Incorporate a social marketing/media messaging that effectively reaches the indicated audience and attracts additional supporters and partners for the program.

NDE has a network of farm to school partners who could be utilized in the marketing campaign. Nebraska Thursdays was funded by a 2017 USDA Farm to School grant with additional financial and/or project support provided by the Nebraska Dry Bean Commission, Midwest Dairy Association and the Nebraska Beef Council. NDE's formal farm to school partners include the Center for Rural Affairs, University of Nebraska Extension, Buy Fresh Buy Local Nebraska and the National Farm to School Network.

NDE piloted Nebraska Thursdays during school year (SY) 2017/2018 and registration for the program opened statewide in SY 2018/2019. Marketing efforts for promotion of the program prior to and during SY 2018/2019 included announcements made to administrators, a press release, promotion of free branded materials via email and social media, and presentations at school food service and farmer conferences.

Proposals should include multiple approaches and cost information for the marketing campaign. Example approaches include but are not limited to:

- Short Videos/Video Campaign: student, food service, farmer, parent perspectives
- "Trading cards" that highlight local foods, producers and/or farms
- School-based challenge or pledge
- Incorporate Farm to School Month promotion (October)
- Create a "Passport" for Nebraska Thursdays/farm to school activities for schools, cafeterias or students
- Infographic intended as outreach to a specific stakeholder group, i.e., administrators or parents

NDE reserves the right to select one or multiple approaches based on budget of \$11,500.

The effective date of the contract is the date the contract is signed by both. In order to meet grant deadlines, **an invoice for work completed must be submitted by December 1, 2019.**

Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:
 - the ability, capacity, and skill of the bidder to deliver services that meets the requirements of the Request for Proposal;
 - the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - whether the bidder can perform the contract within the specified time frame;
 - the quality of bidder performance on prior contracts;
 - such other information that may be secured and that has a bearing on the decision to award the contract;
2. Marketing approach/plan
3. Cost Proposal

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1 Release Request for Proposal	July 19, 2019
2 Submit written questions by email to: sarah.e.smith@nebraska.gov	Up until July 31, 2019 4 pm Central Time
3 Response to written questions from NDE will be provided to all contacts who received the RFP.	August 8, 2019 4 pm Central Time
4 Proposal due date: Email (preferred): sarah.e.smith@nebraska.gov Mail: Nebraska Department of Education Nutrition Services 301 Centennial Mall South P.O. Box 94987 Lincoln, NE 68509-4987	August 16, 2019 2 pm Central Time
5 Contract award	August 23, 2019
6 Contractor end date- Invoice for completed work must be submitted by this date due to grant requirements	December 1, 2019 (or when project as outlined by the contract is complete, whichever is earliest.)

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Department of Education. The point of contact for the procurement is as follows:

Name: Sarah E. Smith
Agency: Nutrition Services
Address: 301 Centennial Mall South
P.O. Box 94987
Lincoln, NE 68509

Telephone: (402) 471-3655
Facsimile: (402) 471-4407
E-Mail: sarah.e.smith@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for creating a marketing campaign to increase awareness and school participation of Nebraska Thursdays at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Subcontractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the Contractor, contact regarding this project between potential Contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

- i. Written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
- ii. Contacts made pursuant to any pre-existing contracts or obligations;
- iii. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

E. QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted to the NDE via e-mail to sarah.e.smith@nebraska.gov

Written responses from NDE will be provided to all contacts who received the RFP.

F. SUBMISSION OF PROPOSALS

The following paragraphs describe the requirements related to proposal submission, proposal handling, and review by NDE. Proposals must be submitted by the proposal due date and time. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the RFP Nebraska Thursdays Campaign and be sent to the specified email (preferred) or physical address. Please note that the address label to use appears in Section II part A and should be specified on the face of each container or bidder's bid response packet if submitting by mail.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the bid will be rejected.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the name of the bidding entities announced on the date, time, and location shown in the Schedule of Events.

H. Late Proposals

Proposals received after the time and date due will be considered late proposals and rejected.

I. Rejection of Proposals

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are

not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. Reference Checks

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

K. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

L. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

- i. Rejection of a bidder's proposal;
- ii. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

- Completed Form A "Bidder Contact Sheet"
- Technical Package, which includes:
 - Corporate Overview (work done for similar programs or age groups); and
 - Work Plan - Approaches
- Cost Proposal

Section III. ADDENDA TO NDE CONTRACT

- I. Work Paid by Other Public Funds. The Contractor agrees that the contract work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.
- II. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by NDE under this Contract. The Contractor agrees to allow free access at reasonable times by authorized representatives of NDE and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Contract. Such access to records by the above shall continue beyond termination of this Contract for a period of three (3) years.
- III. Non-discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under Contract.
- IV. Product Ownership. The Contractor agrees that no authority or information gained through the existence of and performance under this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by the Contract. The Contractor further agrees that anything produced, developed, prepared, or created under the terms of this Contract shall become the property of NDE.
- V. Copyright. NDE retains the right to copyright any materials produced under this Contract unless otherwise provided in this Contract. If the contract is federally funded, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal

Government purposes: (a) The copyright in any work developed under the contract, and (b) Any rights of copyright to which NDE purchases ownership with federal funding support.

- VI. Amendment. This Contract may be amended at any time in writing upon the agreement of both parties.

- VII. Cancellation. Except as otherwise provided herein, this Contract may be canceled by either party with thirty (30) days written notice. Settlement for such cancellation shall be negotiated between the parties based upon specified deliverables completed by the Contractor and accepted and usable by NDE. Settlement shall be based on the date of termination notice if the Contractor initiates termination or the identifiable percentage effort expended by the Contractor if NDE initiates termination.

- VIII. Breach of Contract. If the Contractor breaches this Contract, NDE may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. NDE shall pay the Contractor only for such performance as has been properly completed and is of use to NDE. NDE may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein at Paragraph 3 of this contract. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

Form A: Bidder Contact Sheet
Request for Proposal Nebraska Thursdays Campaign

The Bidder Contact Sheet 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. Each bidder shall 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.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	