



INTERNAL USE ONLY
CW14631

University of Nebraska Contract Summary

CONTRACTOR/COMPANY INFORMATION			
Supplier	BCOM Solutions LLC_	Contact	Brent M. Comstock at brent@bcomonline.com

REQUESTING DEPARTMENT	
Participating Campuses	UNMC
Administrative Unit/Dept.	COPH
Primary Contact Name	Pam Ehmke at pehmke@unmc.edu

CONTRACT DESCRIPTION/INFORMATION					
Contract Summary (brief description and/ or event name)	The contractor will serve as the creative agency working with the UNMC Project Director and Project Coordinator and will develop and manage all media communications to promote the 2024 Diabetes Preventative campaign. This will include the development of a paid media schedule, a media tool kit to include five new videos, digital ads, taped radio ads in English and Spanish (UNMC will provide translator), Posters and Postcards with still graphics, Fact Sheets, Billboards. The media campaign will have statewide reach and run from approximately September 1st with blackout dates between October 10th and election day November 5th and end on December 1st, 2024. Monthly reports of the campaign reach and effectiveness will be due 30 days after campaign launch. On video assets 2-3 video assets will be ready by August 12th with the remaining video assets ready by September 15th.				
Purchase Category	Services				
Total Amount of Spend	\$149,000	Start Date	6/1/2024 12:00 AM	End Date	12/1/2024 12:00 AM

BID INFORMATION	
Bid Number	N/A
Competitive Review Findings	NCPD Approved
Contract Information	N/A

University of Nebraska Master Agreement - Expenditure

This University of Nebraska Master Agreement - Expenditure ("Agreement") sets forth the terms of purchase between the Board of Regents of the University of Nebraska a public body corporate and governing body of the University of Nebraska ("University"), which is composed of a chief governing administrative unit (University of Nebraska System), four universities (University of Nebraska at Kearney, University of Nebraska-Lincoln, University of Nebraska Medical Center, and University of Nebraska at Omaha), and such other institutions and units as may be designated by the Nebraska Legislature (each a "Campus" and collectively the "Campuses"), and BCOM Solutions LLC ("Supplier"). University and Supplier are collectively referred to as "parties."

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement the parties agree as follows:

- Description of Deliverables.** Supplier agrees to provide the services, goods, or both identified in the statement of work attached to the Agreement ("Statement of Work") and any subsequent proposal or statement of work incorporated by reference into this Agreement (collectively, "Deliverables"). Supplier agrees to perform services under this Agreement to the satisfaction of University during the Term of this Agreement and with the standard of professional care and skill customarily provided in the performance of such service.
- Payment.** In full consideration for the Deliverables provided by Supplier under this Agreement, University shall pay or cause to be paid to Supplier a fee, pursuant to the Statement of Work and any subsequent proposal or statement of work incorporated by reference into this Agreement, within forty-five (45) days after Supplier's submission of an accurate invoice to University and all requested supporting documentation. Along with its invoice, Supplier shall submit adequate receipts and documentation as requested by University to support reimbursement of all previously agreed upon reimbursable expenses. Supplier is expected to comply with applicable policies and procedures, including those stated within the University of Nebraska Travel Policy (located at <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>). University, in its discretion, may decline to reimburse expenses that are not pre-approved or fail to comply with applicable policies and procedures. Supplier agrees that it is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that University will not deduct such taxes from any payments to Supplier hereunder, unless required by law. No Deliverables shall be deemed to be received by University until all such Deliverables are completely delivered and finally accepted by University. Supplier may charge University interest for late payment in compliance with Neb. Rev. St. § 81-2404.
- Expenses, Equipment, Tools, Materials, and Supplies.** University shall not be liable to Supplier for any expenses paid or incurred by Supplier unless otherwise agreed to in writing by University. Supplier shall supply, at its sole expense, all equipment, tools, materials, or supplies to provide the Deliverables.
- Taxes.** University is generally exempt from payment of state sales and use taxes and local occupation taxes within the State of Nebraska. University will furnish exemption certificates upon written request by Supplier. If Supplier is required to pay any taxes from which University is exempt as a result of doing business with University, it shall be solely responsible for the payment of those taxes.
- Purchase Order Requirement.** A purchase order shall be issued by University to Supplier for payment in accordance with the terms of this Agreement. All invoices submitted by Supplier shall make reference to the appropriate purchase order number to be eligible for payment.
- Term.** The initial term of this Agreement shall be from 6/1/2024 to 12/1/2024 ("Initial Term"). Collectively the Initial Term and any Renewal Term(s) shall be referred to as the "Term." Time is of the essence in this Agreement.

7. **Confidentiality.** "Confidential Information" shall mean any materials, written information, and data marked "Confidential" by University or non-written information and data disclosed by University that is identified at the time of disclosure to Supplier as confidential or is reasonably understood by Supplier to be confidential. Supplier agrees to protect and maintain Confidential Information in strict confidence for a period of three (3) years from the date of expiration or earlier termination of this Agreement and, upon request of University, return or destroy all materials containing such Confidential Information. Notwithstanding the foregoing, Supplier shall be entitled to retain archival copies of Confidential Information for legal, regulatory, or compliance purposes. The obligations of this paragraph do not apply to information that is in the public domain; independently known, obtained, or discovered by Supplier; or hereafter supplied to Supplier by a third party without restriction. If Supplier is compelled by law to disclose any Confidential Information, it shall provide University with prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at University's cost, if University wishes to contest the disclosure.

8. **Property Rights.** University will possess all rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance. Supplier and University acknowledge and agree that work created by Supplier in connection with its performance under this Agreement shall belong to University as "work-made-for-hire" as such term is defined under 17 USC § 201, as amended. In the event such works are not copyrightable subject matter or for any reason cannot legally be considered a work-made-for-hire, Supplier hereby assigns all right, title, and interest in and to work created by Supplier in connection with its performance under this Agreement to University and agrees to execute all documents required to evidence such assignment. University's rights to any creations, inventions, or other intellectual property and materials, including copyright, trade secrets, or patents in the same, which arise out of, are prepared by, or are developed in the course of Supplier's performance under this Agreement shall be exclusive and Supplier will not use, license, or permit such works to be used for any other purpose. Upon termination of this Agreement for any reason, University shall have the exclusive right, without further obligation to Supplier, throughout the world, in all languages, and in perpetuity to use the work created by Supplier in connection with its performance under this Agreement in any manner it deems appropriate, including, without limitation, editing, altering and revising such work. This provision shall survive the termination of this Agreement.

9. **Termination.** In the event that either party commits a material breach of this Agreement and fails to remedy or cure such breach within thirty (30) days after receipt of written notice thereof from the non-breaching party, the non-breaching party may, at its option and in addition to any other remedies which it may have at law or in equity, terminate this Agreement by sending written notice of termination to the other party. Such termination shall be effective as of the date of receipt of the notice of termination. Additionally, University may terminate this Agreement for its convenience upon thirty (30) days' prior written notice to Supplier. Upon termination, University shall promptly pay Supplier for all fees incurred up to and including the effective date of termination or Supplier will refund to University a prorated share of any prepaid fees.

10. **Remedies.** In addition to any remedies available to University under law or equity, University may, at its sole discretion, take or require one (1) or more of the following remedial actions if Supplier's performance is deficient and does not comply with the requirements of the Agreement: (a) require Supplier to take corrective action to ensure that performance conforms to the requirements of the Agreement; (b) reduce payment to reflect the reduced value of the performance received; (c) require Supplier to subcontract all or part of the service at no additional cost to University; (d) withhold payment or require payment of actual damages caused by the deficiency; (e) secure the deficient products or services and deduct the costs of products or services from payments to Supplier under the Agreement; (f) require Supplier to remove, at its sole expense, any non-conforming or deficient products or services from University's premises; and (g) terminate the Agreement pursuant to any termination provisions within the Agreement. These remedies are cumulative to the extent the remedies are not inconsistent, and University may pursue any remedy or remedies singly, collectively, successively or in any order whatsoever.

11. **Representations and Warranties.** Supplier warrants that it will convey good title to all goods, free of all encumbrances, and all goods delivered shall be free from defects in workmanship, material, and manufacture, shall comply with the requirements of this Agreement, including any drawings or specifications incorporated or samples furnished by Supplier, and shall be free from defects in design. Supplier further warrants all goods purchased hereunder shall be merchantable quality and shall be fit and suitable for the purposes intended. In the event Supplier is providing University with services, Supplier warrants and represents that each of its employees and agents to perform any services under the terms of this Agreement shall have the skills, training, and background reasonably commensurate with their level of performance or responsibility, to be able to perform in a competent and professional manner that is consistent with industry standards. Supplier further warrants the services provided will conform to the requirements of this Agreement and that in performing the services Supplier will not be in breach of any agreement with a third party. The foregoing warranties are conditions to this Agreement and are in addition to all other warranties, expressed or implied, and shall survive any delivery, inspection, acceptance, or payment by University. All warranties shall run to University. If any warranties specified herein or otherwise applicable are breached by Supplier, University may, at its election, require Supplier to correct at Supplier's sole expense any defect or nonconformance by repair or replacement or return any defective or nonconforming goods to Supplier at Supplier's expense and recover from Supplier the purchase price or, in the case of services, require re-performance of the services or terminate this Agreement and receive a full refund. Supplier agrees to hold University harmless from any loss, damage, or expense, including court costs and reasonable attorneys' fees, that University may suffer as a result of a breach or alleged breach of the foregoing warranties. The foregoing remedies are in addition to all other remedies University may have at law or in equity.

12. **Relationship of Parties.** No agency, partnership, or joint venture is created by this Agreement. The parties affirmatively disclaim any intent to form such relationship. Supplier is solely responsible for maintenance and payment of insurance and the like that may be required by federal, state, or local law with respect to any sums paid hereunder. Supplier is not University's agent or representative and has no authority to bind or commit University to any agreements or other obligations.

13. **Attorneys' Fees.** In the event of any litigation, appeal, or other legal action to enforce any provision of the Agreement, the parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorneys' fees and costs, if the other party prevails.

14. **General Indemnity.** To the fullest extent allowed by law, Supplier shall defend, indemnify, and hold harmless University, its regents, officers, employees, agents, and students (the "Indemnified Parties"), for any loss, claim, damage, expense, or liability of any kind, including reasonable attorneys' fees and costs, arising out of or in connection with its performance or nonperformance under this Agreement by Supplier and its officers, employees, agents, and subcontractors.

15. **Intellectual Property Indemnity.** Supplier 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, or trademark or disclosure of confidential information of any third party by Supplier or its employees, subcontractors, consultants, representatives, and agents; provided, however, University gives Supplier prompt notice in writing of the claim. Supplier may not settle any infringement claim that will affect University's use Deliverables provided under the Agreement without University's prior written consent. If a judgment or settlement is obtained or reasonably anticipated against University's use of any intellectual property for which Supplier has indemnified University, Supplier shall, at Supplier's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on University's behalf to provide the necessary rights to University to eliminate the infringement, or provide University with a non-infringing substitute that provides University the same functionality.

16. **Insurance.** Supplier shall at its own expense obtain and maintain throughout the Term of this Agreement general commercial liability insurance against claims for bodily injury, death, and property

damage with limits of not less than one million dollars (\$1,000,000.00) per occurrence, and three million dollars (\$3,000,000.00) general aggregate to cover such liability caused by, or arising out of, activities of Supplier and its agents and/or employees while engaged in or preparing for the provision of the Deliverables. If the Deliverables include providing technology services, software, or support, Supplier shall obtain and maintain cyber liability insurance coverage of not less than ten million dollars (\$10,000,000.00) per occurrence and in the aggregate throughout the Term of this Agreement to cover such liability resulting or arising from acts, errors, or omissions in rendering such technology services, software, or support. Upon request by University, Supplier shall furnish to University certificates of insurance evidencing that such insurance is effective prior to provision of the Deliverables. By requiring such minimum insurance, University shall not be deemed or construed to have assessed the risk or limited the liability that may be applicable to Supplier under this Agreement. Supplier shall assess its own risks and, if it deems appropriate, maintain higher limits or broader coverages. Supplier further agrees, upon request, to include University as an additional insured on its general liability insurance policy on a primary and non-contributory basis. Supplier is not relieved of any liability or other obligations assumed or pursuant to this Agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.

17. **Workers' Compensation Insurance.** Supplier shall maintain worker's compensation insurance as required by law and shall provide certificate of same if requested by University. Failure to provide a certificate of worker's compensation insurance may, at University's option, result in termination of the Agreement.

18. **Assignment.** This Agreement is non-assignable and non-transferrable unless agreed to in writing by the parties. Any attempt by either party to assign its rights or obligations hereunder without the written agreement of the other party shall be void.

19. **Entire Agreement and Amendment.** This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior agreements or understandings between the parties with respect to the subject matter hereof. This Agreement may not be amended except by an agreement signed by Supplier and an authorized representative of University.

20. **Governing Law and Forum.** Notwithstanding any other provision of this Agreement, or any amendment or Ancillary Document entered into contemporaneously or at a later time, the parties understand and agree to the following: (a) University is an agency of a sovereign state and its authority to contract is therefore subject to limitation by the Constitution, statutes, common law, and regulations of the State of Nebraska; (b) this Agreement will be governed, interpreted, and enforced under the laws of the State of Nebraska without giving effect to its conflicts of law provisions; (c) any action to enforce the provisions of this Agreement must be brought in the state courts located in Lancaster County, Nebraska; (d) the person signing this contract on behalf of the University does not have the authority to waive the sovereign immunity, Constitution, statutes, common law, or regulations of the State of Nebraska; (e) the indemnity, limitation of liability, remedy, and other similar provisions of this Agreement are entered into subject to the Constitution, statutes, common law, regulations, and sovereign immunity of the State of Nebraska; and (f) all terms and conditions of this Agreement, including but not limited to the those concerning third party use, licenses, warranties, limitations of liability, governing law and venue, indemnity, liability, remedy, or other similar provisions, are entered into specifically subject to the Constitution, statutes, common law, regulations, and sovereign immunity of the State of Nebraska.

21. **Authority to Conduct Business in Nebraska and Service of Process.** Supplier must independently determine whether Supplier is required to register with the Nebraska Secretary of State, and, if so, must register and remain in good standing for the Term. If Supplier is not registered with the Nebraska Secretary of State, Supplier hereby consents to service of process upon it by registered or certified mail, return receipt requested, at its address for notices under this Agreement. Service shall be completed upon Supplier's actual receipt of process, or upon University's receipt of the return thereof by the United States Postal Service, or a reasonable delivery service if Supplier's address is outside the United States, as refused or undeliverable.

22. **Conflict of Interest.** Supplier certifies, to the best of its knowledge and belief, that there are no potential organizational conflicts of interest related to this Agreement. If Supplier cannot so certify, it shall provide to University a disclosure statement that describes all relevant information concerning any potential conflict of interest under this Agreement. In the event the potential conflict of interest cannot be resolved, University may declare this Agreement void and of no further force or effect and University shall have no further obligations under this Agreement.

23. **Work Status Verification.** Supplier and its subcontractors shall use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska pursuant to Neb. Rev. Stat. §§ 4-108 to 4-114.

24. **Debarment List.** Supplier certifies and warrants that it has not been debarred, suspended, or declared ineligible as defined in the Federal Acquisition Regulation 48 CFR Ch.1 Subpart 9.4. Supplier also certifies that Supplier, its partners, directors, officers, employees, licensees, subcontractors, or agents have not been excluded or debarred or otherwise become ineligible to participate in Federal health care programs pursuant to 42 USC § 1320a-7. This shall be an ongoing certification and warranty during the Term of the Agreement and Supplier shall immediately notify University of any change in the status of the certification and warranty set forth in this section. If Supplier becomes excluded from Federal health care program participation or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors, the Agreement may be terminated immediately, for cause, by University. If any partners, directors, officers, employees, licensees, subcontractors, personnel, or agents of Supplier become excluded from Federal health care program participation, such individual shall be removed from participating in this Agreement immediately. Failure by Supplier to remove such excluded individual immediately shall provide University the right to terminate the Agreement immediately for cause.

25. **Taxpayer Transparency Act.** Under Neb. Rev. Stat. §§ 84-602.01 to 84-602.04, University is required to provide the Nebraska Department of Administrative Services with a copy of each contract that is a basis for an expenditure of state funds, including any amendments and documents incorporated by reference in the contract. Copies of all such contracts and documents will be published by the Nebraska Department of Administrative Services at <https://statecontracts.nebraska.gov/>. It shall be the sole responsibility of Supplier (a) to notify University of any requested redactions to such contracts and documents and (b) to indicate the legal basis for such requested redactions at the time of execution. In addition, Supplier agrees to defend any challenge to such redactions at its own expense. Supplier's failure to request redactions to any contracts and documents released by University shall constitute a complete waiver of any and all claims for damages caused by any such release.

26. **Public Records.** Under Neb. Rev. Stat. §§ 84-712 to 84-712.09, information or records of or belonging to the University regarding, related to, or part of the Agreement will be open to public inspection and copying unless exempted from disclosure in accordance with the University's interpretation and application of applicable law. It shall be the sole responsibility of Supplier (a) to notify University of requested redactions to any such information or records that may otherwise be required to be open to public inspection and copying and (b) to indicate the legal basis for such requested redactions. In addition, Supplier agrees to defend any challenge to such requested redactions at its own expense. Supplier's failure to request redactions to any information or records released by University shall constitute a complete waiver of any and all claims for damages caused by any such release.

27. **Nondiscrimination.** Supplier agrees that neither it nor any of its subcontractors shall discriminate against any employee, or applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privilege of employment because of the race, color, religion, sex, disability, or national origin of the employee or applicant in accordance with the Nebraska Fair Employment Practice Act (Neb. Rev. Stat. §§ 48-1101 to 48-1125).

28. **Discrimination including Sexual Harassment.** State and federal law, as well as University of Nebraska Bylaws, policies, and guidelines prohibit discrimination (as defined therein) including harassment

and retaliation, against students, employees, and other members of University community. Prohibited types of discrimination include discrimination on the basis of race, color, ethnicity, national origin, sex (including sexual harassment), pregnancy, sexual orientation, gender identity, religion, disability, age, genetic information, veteran status, marital status, political affiliation, and any other protected status. Supplier shall exercise control over itself, its employees, agents, contractors, and affiliated parties to prohibit acts of discrimination, including sexual harassment, against University students, employees, and other members of the University community. Supplier shall cooperate with University following any report of discrimination. In the event University determines that Supplier or an employee, agent, contractor, or other person affiliated with Supplier has engaged in discrimination, including harassment, or other inappropriate conduct, Supplier will take prompt and effective action, in accordance with University's direction, to prevent recurrence of the conduct and to correct its effects, which may include removal of Supplier or the employee, agent, contractor, or other person affiliated with Supplier from providing the Deliverables. Supplier's failure to comply with University's directive or any other part of this provision may be cause for immediate termination of this Agreement. Supplier acknowledges that University may have obligations to report any allegations or incidents of discrimination, including sexual harassment. Supplier and employees, agents, contractors, and other persons affiliated with Supplier who are directly providing the Deliverables or present on University premises shall participate in any training as may be required by University from time to time, including training regarding sexual harassment and diversity and inclusion.

29. **Criminal Background Investigations.** If applicable, Supplier represents and warrants that Supplier has obtained, at its own expense and in a manner compliant with all applicable laws, a background screening for all of its employees who will be present on University premises. Such background screenings shall be completed consistent with current industry standards and shall, at a minimum, include the same degree of thoroughness as the background checks University conducts for its newly hired staff. Supplier agrees to update any background screening upon reasonable request by University, it being agreed that any request based upon the occurrence of any illegal activity involving Supplier or its personnel, or the reasonable suspicion of illegal activity would be deemed reasonable. Supplier shall provide University with evidence of the completion of the required background screenings upon University's request. Alternatively, in the event Supplier is an individual, University may require Supplier complete a background check consistent with current industry standards at University's request. Supplier shall not hire, retain, or engage any individual directly involved in the performance of services under the Agreement who has been convicted (felony or misdemeanor) of or entered into a court-supervised diversion program for any sexual offense, felony assault (including domestic violence related incidents), child abuse, molestation or other crime involving endangerment of a minor, murder, or kidnapping. Supplier and Supplier's employees or agents directly performing services under the Agreement cannot be listed on any sex offender registry. Other convictions, such as misdemeanor assault, drug distribution activity, felony drug possession, and any other felony or crime involving moral turpitude may also render Supplier and Supplier's employees or agents ineligible to directly perform services under the Agreement, taking into consideration (a) the nature and gravity of the offense(s), (b) the time that has passed since the offense or conduct and/or completion of the sentence, and (c) the nature of the services being performed. Supplier and Supplier's employees or agents cannot be listed on any sex offender registry. Supplier agrees to ensure any third party with whom Supplier engages to provide any part of services provided under the Agreement agrees to the same restrictions, conditions, and requirements of this section in the same capacity as Supplier.

30. **Equal Opportunity (intentionally bolded).** If this Agreement is for \$10,000 or more and involves federal funds, then Supplier shall comply with 41 CFR §§ 60-1.4(a), 60-300.5(a), and 60-741.5(a), incorporated by reference with the following statement: **"This contractor and subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60- 741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, national origin or for inquiring about, discussing, or disclosing compensation. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment**

individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.”

31. **Affirmative Action Program.** If Supplier has fifty (50) or more employees and this Agreement involves \$50,000 or more in federal funds, then the Supplier shall develop or maintain an affirmative action program as described in 41 CFR 60-2 or 41 CFR 60-741, subpart C , as applicable. If Supplier has fifty (50) or more employees and this Agreement involves \$150,000 or more in federal funds, then the Supplier shall develop or maintain an affirmative action program as described in 41 CFR 60-300, subpart C.

32. **Logos or University Marks.** Supplier shall not use or display any University name, logo, trademark, service mark (individually a “Mark” and collectively the “Marks”) and/or other indicia designated by University as a source identifier, unless expressly authorized in writing by University. Any unauthorized use of Marks is expressly prohibited. Supplier agrees it will not use University’s name in any manner that acts as an endorsement or is an appearance of any endorsement in any promotion, advertisement, solicitation, or other communication, especially as it relates to Supplier’s business.

33. **Right to Audit Privilege.** University reserves the right to audit or inspect work performed by Supplier under the Agreement. University may participate directly or through an appointed representative in order to verify that services related to the Agreement have been performed in accordance with the procedures indicated.

34. **Affiliates.** “Affiliates” for the purposes of this Agreement are agents, contractors, consultants, or other entities or individuals who are authorized by University to use the Deliverables. Affiliates may be added by University upon written notice to Supplier. The parties agree Affiliates may avail themselves to the benefits of this Agreement by way of a separate agreement between Affiliate and Supplier. Affiliates include, without limitation, any public agency or instrumentality of the government of the State of Nebraska or political subdivisions within the State of Nebraska, any entity in which the Board of Regents of University has at least a fifty percent (50%) controlling interest, and The Nebraska Medical Center d/b/a Nebraska Medicine.

35. **No Personal Liability.** Supplier specifically understands and agrees that in no event shall any regent, official, officer, employee, agent, or student of University be personally liable or responsible for any representation, statement, covenant, warranty or obligation contained in, or made in connection with, this Agreement, express or implied.

36. **Campuses.** By virtue of the authority granted by the Board of Regents of University of Nebraska, each Campus may execute certain contracts on their own behalf. Supplier acknowledges one or more Campuses may participate under this Agreement. The Campuses shall not be considered “Affiliates” for purposes of this Agreement.

37. **Compliance.** Supplier and its employees and agents will comply with all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of its business, including those of federal, state, and local agencies having jurisdiction and/or authority, as well as applicable University policies.

38. **Incorporation and Priority of Documents.** Any document that is ancillary to this Agreement (including without limitation any solicitation, purchase order, addendum, exhibit, appendix, bid, proposal, quotation, or statement of work) (“Ancillary Document”) constitutes part of this Agreement if: (a) attached to the Agreement at execution thereof or (b) signed by an authorized signatory from each party at or subsequent to execution of the Agreement.

Notwithstanding any provision to the contrary in any of the following documents, precedence is established by the order of the following documents: (1) duly executed amendments to this Agreement (to the extent not superseded by a subsequent amendment); (2) this Agreement and any Ancillary Document issued by University and incorporated by reference into this Agreement; and (3) any Ancillary Document not issued

by University and incorporated by reference into this Agreement. In the event of conflicting or inconsistent provisions between any of the foregoing documents, a document identified with a lower numerical value in this section shall supersede a document identified with a higher numerical value in this section to the extent necessary to resolve any such conflict or inconsistency. In the event an issue is addressed in one of the foregoing documents but is not addressed in another of such documents, no conflict or inconsistency shall be deemed to occur. Where terms and conditions specified in Supplier's bid, proposal, or quotation differ from the terms and conditions in University's solicitation, the terms and conditions in the solicitation shall apply. Where terms and conditions specified in Supplier's bid, proposal, or quotation supplement the terms and conditions in University's solicitation, the supplemental terms and conditions shall apply only if specifically accepted by University in writing.

39. **Severability.** The terms of the Agreement are severable. If any term or provision is declared by a court of competent jurisdiction to be illegal, void, or unenforceable the remainder of the provisions shall continue to be valid and enforceable.

40. **Survival.** Provisions surviving termination or expiration of this Agreement are those which on their face affect rights and obligations after termination or expiration and also include provisions concerning indemnification, confidentiality, representations and warranties, and governing law and venue.

41. **Waiver.** A waiver of any term or provision of this Agreement by University shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in this Agreement. Any such waiver must be in writing to be effective, and no such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

42. **Notices.** Any notice required or permitted to be given under this Agreement shall be in writing, sent via certified mail or hand delivery, effective when received, and delivered to the addresses provided on the signature page of this Agreement.

43. **Electronic Signatures.** Each party agrees that this Agreement and any other documents to be delivered in connection herewith may be electronically signed, and that any electronic signatures appearing on this Agreement or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

44. **Subcontractors.** Supplier shall not subcontract all or substantially all of any facet of the services without the prior written approval of University. Supplier shall be fully responsible for the acts and omissions of its subcontractors and of the persons directly or indirectly employed by them. Every subcontractor shall be bound by the terms of this Agreement; provided, however, that no contractual relationship shall exist between any subcontractor and University, unless evidenced in a separate contract independent of this Agreement with Supplier.

45. **Unavailability of Funding.** Due to possible future reductions in State and/or Federal funds, University cannot guarantee the continued availability of funding of this Agreement notwithstanding the consideration contained within this Agreement. In the event funds to finance this Agreement become unavailable, either in full or in part, due to such reductions, University may terminate the Agreement or reduce the consideration upon notice in writing to Supplier. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). University shall be the final authority as to the availability of funds. The effective date of such Agreement, termination, or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, Supplier may cancel this Agreement as of the effective date of the proposed reduction upon the provision of advance written notice to University. Supplier shall be entitled to receive just and equitable compensation for any satisfactory work performed up to the date of the notice of termination. In the event of unavailability of funding, University shall not be liable for any penalty, expense, or liability, or for general, special, incidental, consequential, or other damages resulting therefrom.

46. **Delivery.** All shipments are to be made F.O.B. destination, freight prepaid, according to the delivery information provided in the applicable purchase order. Supplier shall make no partial deliveries under this Agreement without University's consent unless otherwise indicated in the applicable purchase order. University may, but shall not be obligated to, inspect Supplier's performance under this Agreement from time to time. University's inspection, or lack of inspection, will not constitute an acceptance of any Deliverable or a waiver of any right or warranty or preclude University from rejecting any defective Deliverable. Supplier will coordinate lead times and delivery dates with University. Time is of the essence with respect to delivery of goods and performance of services.

[Signature page to follow]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date set forth below.

Board of Regents of the University of Nebraska

Supplier

Signature: Anne Barnes

Signature: Brent M. Comstock

Printed Name: Anne Barnes

Printed Name: Brent M. Comstock

Date: 06/12/24 | 16:36 CDT

Date: 06/11/24 | 13:18 PDT

Title: Vice Chancellor, Business & Finance

Title: CEO

Pam Ehmke

Pam Ehmke

06/11/24 | 16:36 CDT

Assistant Dean of Finance

BCom Solutions, LLC
Brent M. Comstock, CEO
brent@bcomonline.com
747 O Street, Suite 150
Lincoln, NE 68508
402-414-4290

SCOPE OF WORK

The contractor will serve as the creative agency working with the UNMC Project Director and Project Coordinator and will develop and manage all media communications to promote the 2024 Diabetes Preventative campaign. This will include the development of a paid media schedule, a media tool kit to include five new videos, digital ads, taped radio ads in English and Spanish (UNMC will provide translator), Posters and Postcards with still graphics, Fact Sheets, Billboards. The media campaign will have statewide reach and run from approximately September 1st with blackout dates between October 10th and election day November 5th and end on December 1st, 2024. Monthly reports of the campaign reach and effectiveness will be due 30 days after campaign launch. On video assets 2-3 video assets will be ready by August 12th with the remaining video assets ready by September 15th.

COMPENSATION

The contractor will be compensated up to \$149,000 for services provided for the project with \$74,500 payable upon signing the contract and submission of an invoice. \$37,250 paid upon submission of media plan, completion of first month of ad flights and completion of first report. Last payment of \$37,250 paid upon completion of all materials, media buys and reports for the project.

All payments to non-residents will be subject to State of Nebraska tax withholding laws, deducting four percent (4%) withholding tax. The Independent Contractor must file a Nebraska State Income Tax Form to receive any applicable refund. Information on this withholding tax is at <http://www.revenue.state.ne.us/info/8-515.pdf>

Travel expenses are to be preapproved by the University and be in accordance with the University's travel policy located at - <https://nebraska.edu/-/media/unca/docs/offices-and-policies/policies/policies/university-of-nebraska-travel-policy.pdf>

ACCOUNTING

36-5440-3038-001 526900

INVOICING

Itemized invoice(s) should be sent to Dave Palm at david.palm@unmc.edu and Pam Ehmke at pehmke@unmc.edu.

TERM

The contract will be for the period of June 1, 2024, through December 1, 2024.

University of Nebraska
Non-Competitive Purchase Documentation

Board of Regents Policy 6.2.1.10 (b) provides that "except as otherwise provided in this purchasing policy, any purchase committing the University to an expenditure of \$150,000 or more shall be made to the lowest responsible bidder." Board of Regents Policy 6.2.1.7 provides that "If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources. There are exceptions allowed to this policy in 6.2.1.10 (f), which explains when competitive bidding is not required.

This form is designed to assist in complying with policy. It is to be used for purchases of \$150,000 or more that are not competitively bid or small purchases where quotations are not obtained. It must be signed by the person seeking the non-competitive purchase, as well as the funding approver and returned to your campus procurement office or the Office of the Vice President for Business and Finance.

INSTRUCTIONS for Completion of this Form:

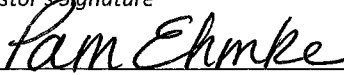
Please check the category below for which your particular transaction qualifies as a non-competitive purchase. The column § (subsection) refers to Board Policy 6.2.1.10 (f). Incomplete forms will be returned.

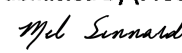
§	EXCEPTION TO COMPETITIVE PURCHASE	
1.	Purchase of unique or non-competitive articles or services (e.g., "Sole Source"). Without limiting the generality of the foregoing sentence, examples of unique or non-competitive articles and services are public utility services, regulated central office telephone services, books, pamphlets and periodicals, and specially designed business, research or scientific equipment and related software. This category of purchase shall be accompanied by a written justification from the requesting unit and must have the prior written approval by the principal business officer or their designee.	☐
2.	Contracts for professional services; provided, however, that any contract for architectural, engineering, land surveying or landscape architectural services shall be made in accordance with applicable law and Board of Regents policies requiring competitive negotiations for such services. "Professional Service" means (a) any type of service which requires a license or other legal authorization as a condition precedent to the rendering of the service, or (b) any other type of service commonly recognized as a professional service, including, but not limited to, accounting and auditing, actuarial, legal, personnel, financial, computing, management, marketing, educational program planning or evaluation, facilities planning or evaluation, insurance and risk management, or travel agency services. (See RP-6.2.1(4)(h))	☒
3.	Purchases necessary in emergency situations.	☐
4.	Contracts for maintenance or servicing of equipment with the manufacturer of the equipment or the manufacturer's authorized service agent, where in the judgment of the principal business officer such maintenance or service can be most effectively performed by the manufacturer or its authorized service agent.	☐
5.	Contracts on capital construction projects (a) for the services of a construction manager who may or may not at the discretion of the University also be engaged on the project as the general contractor or (b) for the services of a design/build contractor who will be engaged on the project to furnish design services by a qualified architect or engineer and to provide general contractor services; provided, the contracts shall be awarded in accordance with RP-6.3.7.	☐

Additional Required Information:

Supplier Name: BCOM Solutions, LLC	Amount of Purchase: \$ 149,000.00
Description Supporting Non-Competitive Purchase Determination: BCOM designed the creative for the 2023 Diabetes Campaign and the NEHealthMatters website graphics, this campaign needs to use the same type of design elements to be cohesive with the previous materials.	
Check HERE if additional supporting documentation attached ☐	

In accordance with Board of Regents Policy 6.2.1.16, Purchases Involving University Personnel, by signing below, you hereby affirm that you have no conflict of interest in the selection of this supplier, nor will you receive personal or financial benefit from this purchase.

	Dave Palm	06/06/2024
Requestor's Signature	Requestor's Name (Printed)	Date
	Pam Ehmke	6/6/24
Funding Approver's Signature	Funding Approver's Name (Printed)	Date

Submitted By (Procurement Services): 		Approved By: 	
Signature	Date	Signature	Date
Name (Printed): Mel Sinnard	06/11/24 16:37 CDT	Name (Printed): Anne Barnes	06/12/24 16:35 CDT

umm

Certificate Of Completion

Envelope Id: 61349BADB80D498380982D91C853CE85

Status: Completed

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Document Pages: 13

Signatures: 5

Certificate Pages: 5

Initials: 1

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Envelope Originator:

Anthony Taylor

1400 R Street

LINCOLN, NE 68588

ataylor68@nebraska.edu

IP Address: 35.223.106.21

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ataylor68@nebraska.edu

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Signer Events**Signature****Timestamp**

Brent M. Comstock

brent@bcomonline.com

CEO

BCom Solutions, LLC

Security Level: Email, Account Authentication
(None)*Brent M. Comstock*Signature Adoption: Pre-selected Style
Using IP Address: 104.218.69.115

Sent: 6/11/2024 1:50:56 PM

Viewed: 6/11/2024 3:13:39 PM

Signed: 6/11/2024 3:18:50 PM

Electronic Record and Signature Disclosure:

Accepted: 12/7/2023 1:42:33 PM

ID: ba155f83-38fe-4949-b39e-4266f3017219

Pam Ehmke

pehmke@unmc.edu

Assistant Dean of Finance

College of Public Health

Security Level: Email, Account Authentication
(None)*Pam Ehmke*Signature Adoption: Pre-selected Style
Using IP Address: 192.94.102.1

Sent: 6/11/2024 3:18:53 PM

Viewed: 6/11/2024 4:35:59 PM

Signed: 6/11/2024 4:36:17 PM

Electronic Record and Signature Disclosure:

Accepted: 6/11/2024 4:35:59 PM

ID: 21291c6f-6822-4540-a721-6600e6c70647

Mel Sinnard

mel.sinnard@nebraska.edu

Sr. Sourcing Agent

Security Level: Email, Account Authentication
(None)*Mel Sinnard*Signature Adoption: Pre-selected Style
Using IP Address: 40.131.140.211

Sent: 6/11/2024 4:36:19 PM

Viewed: 6/11/2024 4:37:07 PM

Signed: 6/11/2024 4:37:17 PM

Electronic Record and Signature Disclosure:

Accepted: 8/11/2023 12:33:11 PM

ID: 4e6dfb44-906a-4c8b-8505-7a9ce28c103c

Lynn M. McAlpine

lynn.mcalpine@nebraska.edu

Assoc Chief Procurement Officer

University of Nebraska

Security Level: Email, Account Authentication
(None)*LM*Signature Adoption: Pre-selected Style
Using IP Address: 134.238.164.171

Sent: 6/11/2024 4:37:19 PM

Viewed: 6/11/2024 4:46:23 PM

Signed: 6/11/2024 4:46:38 PM

Electronic Record and Signature Disclosure:

Accepted: 10/25/2023 3:31:56 PM

ID: 62d90eb0-4212-41ee-8e59-ac437e4c21bf

Signer Events	Signature	Timestamp
Anne Barnes annebarnes@unmc.edu Vice Chancellor, Business & Finance UNMC Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 192.94.102.5	Sent: 6/11/2024 4:46:41 PM Viewed: 6/12/2024 4:35:37 PM Signed: 6/12/2024 4:36:13 PM
Electronic Record and Signature Disclosure: Accepted: 6/12/2024 4:35:37 PM ID: b564b1ea-5d18-417d-8cd3-db30d4f3187e		
In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp
Pam Ehmke pehmke@unmc.edu Assistant Dean of Finance College of Public Health Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/11/2024 1:50:55 PM Viewed: 6/11/2024 3:49:31 PM
Electronic Record and Signature Disclosure: Accepted: 6/11/2024 4:35:59 PM ID: 21291c6f-6822-4540-a721-6600e6c70647		
Pam Ehmke pehmke@unmc.edu Assistant Dean of Finance College of Public Health Security Level: Email, Account Authentication (None)	COPIED	Sent: 6/12/2024 4:36:15 PM
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Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	6/11/2024 1:50:55 PM
Certified Delivered	Security Checked	6/12/2024 4:35:37 PM
Signing Complete	Security Checked	6/12/2024 4:36:13 PM
Completed	Security Checked	6/12/2024 4:36:15 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: richard.horner@nebraska.edu

To advise NU Contracts+Ariba of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at richard.horner@nebraska.edu and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to richard.horner@nebraska.edu and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

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- ii. send us an email to richard.horner@nebraska.edu and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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- Until or unless you notify NU Contracts+Ariba as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by NU Contracts+Ariba during the course of your relationship with NU Contracts+Ariba.