



State of Nebraska Commission on Problem Gambling Marketing Services

RFP# NPGAP 2024.1

ORIGINAL

Submitted by:

Argus

Scott Zoback, Managing Director

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1. Argus Corporate Overview

A. Bidder Identification and Information

We are Argus. We are an award-winning, woman-led, minority-owned behavior change and marketing agency that works exclusively with clients focused on closing gaps in health, wealth, climate, culture, and education. We believe in the power of equity, insightful research, impactful creative, and smart strategy to change lives, improve communities, and better the human condition. Since 1994, we've tackled the toughest communications challenges for a range of public sector, non-profit, and corporate clients.

We bring deep experience in public health, behavior change, and problem gambling campaign development.

Our full range of services include: brand strategy and repositioning; research; design; account management; communications strategy and messaging; advertising; social media strategy and management; web design and development; and in-house production of video, digital, TV, radio, print, and out-of-home advertising.

We are pleased to submit this proposal to the Nebraska Commission on Problem Gambling to develop a multi-media marketing services campaign that informs the public about the Nebraska Problem Gamblers Assistance Program (NPGAP), educates the public about gambling and addiction to gambling, and motivates those affected by problem gambling to use the help that NPGAP offers to Nebraskans.

Argus Profile:

- Corporate Name: Argus
- Entity: Corporation (Massachusetts)
- Headquarters: 294 Washington Street, Boston, MA 02108
- Year Organized: 1994
- Name Changes: We are formally registered as Argus Communications, Inc. In our day-to-day operations, we go by the name Argus, recently transitioning from our previous name, ThinkArgus.

B. Financial Statements

Argus has been in existence as a company for 30 years. Over the past five years, we have grown from approximately 10 people to approximately 30 people, placing sustainability and longevity at our core. Approximately 50% of our clients/projects, including the Massachusetts Department of Public Health's Office of Problem Gambling, have been partnered with us for 3 or more years; we have a relationship dating back 15 or more years with multiple clients.

There is no pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.



Our CPA is Mark Alaimo, at LCW Certified Public Accountants. (LCW Contact: 978.689.8822)

See Attachment D: for A P&L from 2023.

C. Change of Ownership

No change of ownership is anticipated during the 12 months following the proposal due date.

D. Office Location

Our team is headquartered at 294 Washington Street in Boston, Massachusetts. We have extensive experience partnering with organizations and state government clients outside of Massachusetts. Our meeting room spaces are fully equipped with video conferencing tools, and our team regularly uses zoom to meet. We will work closely with your team to establish a cadence for meetings and align on how we will use teleconferencing for ongoing project collaboration. Additionally, we have budgeted for regular in-person meetings over the course of the contract period because we understand the value of in person meetings at key milestones of the project. We are prepared to travel to meet with your team.

We are also committed to growing our operations in Nebraska, should we win this contract.

E. Relationships with the State

Argus has no previous dealings with the state of Nebraska within the previous five years.

F. Bidder's Employee Relations to State

None of our proposed Argus staff were employees of the state of Nebraska within the past 12 months.

G. Contract Performance

Neither Argus nor our subcontractors have had a contract terminated for default, convenience, non-performance, non-allocation of funds, or any other reason during the past five years.

H. Summary of Bidder's Corporate Experience

Argus has deep experience developing problem gambling campaigns and other public health campaigns related to addiction and behavioral health. We have had the honor of working

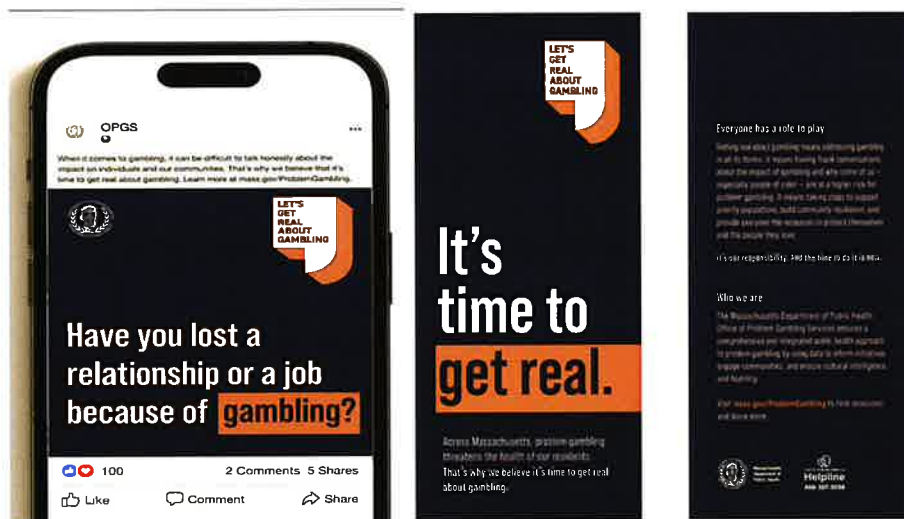


closely with the Massachusetts Office of Problem Gambling Services for more than five years developing problem gambling prevention messages and behavior change campaigns. Our work is built on the platform *Let's Get Real About Gambling* and has focused on a variety of priority populations such as youth and their parents/caregivers, men of color with a history of substance misuse, older adults, and the general public. We also have done problem gambling work for the State of Connecticut, and are currently working with EVIVE, a behavior change app that helps users develop better relationships with gambling. Based on research and the current gambling landscape, we develop marketing materials and awareness and behavior change campaigns targeting historically underserved and marginalized communities, particularly audiences that are disproportionately impacted by problem gambling.

Our experience is grounded in social marketing principles. We conduct formative research to gain a deep understanding of the issue and the audience, create a communication strategy platform that prompts action, determine the most relevant communication channels, develop and test campaign elements, build appropriate measurement tools, implement the program and monitor progress, and participate in the evaluation.

Recent project examples follow.

Massachusetts Department of Public Health (DPH) Office of Problem Gambling Services (OPGS): Let's Get Real About Gambling Platform



The challenge:

The Massachusetts Office of Problem Gambling Services (OPGS) drives the state's public health response to problem gambling. Since 2018, Argus has been working with OPGS to develop campaigns that raise awareness of the public health risks associated with gambling for both the general public and for populations disproportionately affected by problem gambling.

By 2022, it was clear both to us and to OPGS that we needed to unify our efforts under a singular platform to allow for an effective, comprehensive, integrated response to gambling culture from OPGS and their partners. Gambling and gambling culture had become normalized in Massachusetts With 83,000 adults struggling with problem gambling and an additional 390,000 at risk – not to mention sports gambling legalization being around the



corner – it was time to think beyond specific populations and bring a public health perspective to a mass audience. We wanted to craft a message that would do for gambling what “Click it or Ticket” did for seatbelt usage, or what the “Make Smoking History” campaign did for smoking: that is, to fundamentally change how the practice is understood in society.

The question was: how do you credibly talk about gambling in a state that gets over \$100M in tax revenues from gambling?

The solution:

First, you start with an undeniable fact. Whether you are a gambling booster or a harsh critic, we all can agree that it’s important to talk about the issue in an honest and open way. And that’s what our platform, Let’s get real about gambling, is all about. Getting real means addressing gambling in all its forms. It means having frank conversations about the impact of gambling culture and why some of us are at a higher risk for problem gambling. It means making it our priority to prevent problem gambling and reduce the number of cases, not just treating those who already have a problem. And it means taking steps to support priority populations, address social and environmental factors, and provide everyone with the resources they need to protect themselves and the people they love.

We also needed a relevant symbol that was easy to spot, remember, and share. A stylized speech bubble served as a badge for the platform, designed to catch viewers’ attention and bring the idea of frank conversations to the forefront.

Just as important as getting the message right was finding the right means to get it out there. Our goal was not just to raise awareness, but to build a brand, and that meant speaking in one voice across all communications. To support our efforts, we created a copy-driven, multimedia campaign that introduced the platform language and educated the public about the warning signs of problem gambling.

We also designed a companion toolkit with materials for OPGS’ partners to use at events, on their social media platforms, in their email signatures, and on their webpages. This suite of digital, print, and social assets empowers their partners to use the platform language whenever they interact with their communities or the general public, unifying the way that they speak about problem gambling and gambling culture.

Most recently, we developed a powerful documentary-style video that serves both as an introduction to OPGS’s efforts in the community, and as a manifesto for the platform and the public health approach to problem gambling.

The results:

The advertising campaign ran on social media, display, and YouTube in English and Spanish, and on billboards placed near Massachusetts’ three casinos, achieving over 17.7 million impressions and performing especially well on Facebook & Instagram, with a CTR of 1.59%, and on YouTube, with a VCR of 88.27%. The campaign will run again this year, raising new questions to make problem gambling top of mind across the Commonwealth.

The platform video will debut at OPGS’ annual conference later this year, and then be used in awareness campaigns in the future. The platform badge has been integrated into all of our awareness campaigns and materials that we develop with OPGS, creating brand awareness and consistency across audiences.



Scheduled and Actual Completion Dates: July 2022 - June 2023, project was completed on schedule

Argus Responsibilities: Background and formative research, strategic planning, creative development, and campaign design, copywriting, and implementation

Reference: <https://www.mass.gov/problem-gambling> or <https://www.mass.gov/info-details/lets-get-real-about-gambling-toolkit>

Victor Ortiz, Director of Problem Gambling Services

Victor.Ortiz@State.MA.US

Contractor Status: Argus performed this work as the prime contractor.

Budget: Approximately \$350,000 agency/media

Massachusetts DPH OPGS: Men of Color

The challenge: When we took on the task of developing a new multilingual problem gambling campaign targeting men of color with a history of substance misuse for DPH, we knew that we had to do more than deliver a campaign in multiple languages. Those in recovery know that their substance use disorder had an impact on themselves, their family, and their livelihood, and the campaign sought to spread awareness that problem gambling can have the same effect. But it's not enough for people to read the words: they have to understand the message in the context of their own lives.

The solution: To begin the work, we needed to speak directly with our audience. We conducted three focus groups across the state at recovery centers for substance or alcohol misuse to test concepts, learn more about our audience's relationship with gambling, and discover the most effective ways to reach them with our message. We worked closely with the OPGS team to develop questions designed to gain insight and spark conversations. We held each focus group near one of the three casinos in Massachusetts. In total, we spoke with 36 participants: 80% were men of color and 100% had a history of substance misuse. While the answers to our questions were illuminating, it was the frank, open – and often emotional – conversations that gave us the insights that informed our final creative direction.

A clear theme prevailed throughout all three focus groups: families play a crucial role in supporting their loved ones' recovery process. This knowledge led us to conduct two separate focus groups with family members of men with a history of substance and alcohol misuse, focusing on the kinds of resources they wish they had, as well as the best way to start a potentially difficult conversation about problem gambling. These insightful conversations provided us with information we used both for messaging and for our media buy. Many of the participants of the family focus groups were unaware that gambling could pose a risk to their loved ones' recovery. The responses we received confirmed the need for this campaign and shed light on the lack of resources available in the communities most affected – not only for those seeking treatment, but also for those who want to help their loved ones.



ARGUS

We developed this message in four steps: 1. We defined the community we were trying to reach, making sure we understood its cultural complexity; 2. We identified key terms that were critical to get right from the start; 3. We reviewed existing language across many markets to identify best practices and audience expectations; and 4. We delivered a series of options to be reviewed and approved by the client.

The resulting campaign, “Drugs. Alcohol. Gambling. Different stories. Same problem.” launched in 2018, including social media and web components, in both Spanish and English. We also developed a multilingual educational kit for recovery centers and agencies, which included customizable posters and an informational brochure.

The results: The 2018/19 campaign resulted in more than 15 million impressions across all tactics. Most importantly, this campaign was one of the first of its kind, introducing messaging about problem gambling specifically targeting men of color with a history of substance misuse. We’ve since run the campaign four more times, and each run continues to perform well and generate comments on social media amongst our target audience, discussing alternative activities to gambling and supporting each other through recovery. Sparking these organic conversations turned this initiative from a campaign into a movement.

Project Time Period: Initial engagement: July 2018 - June 2019

Scheduled and Actual Completion Dates: July 2018 - June 2019. Project was completed on schedule

Argus Responsibilities: Background and formative research, strategic planning, creative development, and campaign design, copywriting, and implementation

Reference: <https://www.mass.gov/info-details/substance-misuse-and-problem-gambling>

Victor Ortiz, Director of Problem Gambling Services

Victor.Ortiz@State.MA.US

Contractor Status: Argus performed this work as the prime contractor.

Budget: Approximately \$400,000

Massachusetts Executive Office of Public Safety and Security (EOPSS): Click It or Ticket

The challenge: For years, Argus has partnered with EOPSS on public information campaigns centered around driver safety. Historically, this work has been based on strategies and tactics suggested by federal standards. But in May 2018, we posed an interesting question: what if we engaged our target audience – blue-collar male workers – to actually deliver the buckle up message?

The solution: From this simple question, we developed a non-traditional experiential statewide campaign leveraging the vehicles that are driven by our target audience. By turning truck drivers into our “brand ambassadors,” their trucks became our moving billboards that traveled across the state in our target areas of Springfield, North Shore, Taunton/Fall River, and Boston.





The campaign kicked off right before Mother's Day. The central messaging, "Love Your Mom/ Buckle Up," was based on our research demonstrating that our target audience tended to buckle their seatbelts when a female loved one was in the car with them, like their girlfriend or mom.

The results: By engaging with more than 300 drivers, we were able to place vinyl decals on 207 trucks in our target geographic areas for a contracted minimum of two weeks. There was an overwhelmingly positive response from drivers who were eager to share this message, with many of them noting that they planned to keep the vinyl on their trucks even past the engagement. Over the initial period, the average truck traveled an impressive 980 miles – which means our message traveled a total of approximately 200,000 miles in just two weeks.

Most important have been the results of this hands-on effort. We were thrilled to learn that the preliminary results of the statewide seat belt survey saw an 8% increase in seat belt use across the state of Massachusetts, specifically in our target audience. And in 2019, we brought the effort to a wider stage, partnering with 25 communities and vehicle fleet owners around the state to put our updated campaign on over 850 vehicles.

Project Time Period: 2017-2018

Scheduled and Actual Completion Dates: All deliverables, across campaigns, were on schedule

Argus Responsibilities: Background and formative research, strategic planning, creative development, and campaign design and implementation

Reference: <https://www.thinkargus.com/case-studies/eopss/>

John Fabiano, HSD Program Coordinator.

john.fabiano@mass.gov.

617-733-6109

Contractor Status: Argus performed this work as the prime contractor.

Budget: Approximately \$250,000

ADDITIONAL CREATIVE WORK CAN BE FOUND IN ATTACHMENT E.

I. Summary of Bidder's Proposed Personnel and Management Approach

Management Approach

For 30 years, Argus has managed projects for a broad range of public and private sector clients. Our management structure is unique in that our senior leadership team stays actively involved in our projects from the kickoff throughout the course of our contracts. Caitlin Dodge, Chief Executive Officer and Scott Zoback, our Managing Director will provide senior oversight throughout our project, reviewing significant project requirements (e.g., the creative concepts and Strategic Marketing Plan) and participating in milestone meetings, (e.g., the project kick-off meeting). Rebecca Frank, Account Manager, will serve as your primary point of contact with the Argus team. Throughout the course of the project, Rebecca will work closely with you to solicit, synthesize, and utilize feedback at every stage to ensure the work we create is a reflection of your subject matter expertise and priorities in addition to our audience research.



To begin the project, we will hold a **kick-off meeting** with your core team to develop a firm understanding of your goals and priorities, agree on target audiences, and map out the process and work plan. We know how important it is for this work to resonate not only with your audiences, but internally as well, to ensure stakeholders are brought along in the process. In the kick-off meeting, we will determine the following roles from your team:

- *Driver*: The person responsible for moving the project forward and aggregating stakeholder feedback and approvals.
- *Approver(s)*: The person or group responsible for making all key decisions.
- *Contributors*: The people who offer their input to the project, but don't have a say in the final decision. These might be experts and consultants.
- *Informed*: These are people who must be informed of the status of the project. They usually don't have a say in the decision making but have some influence on its outcome. Senior leaders and stakeholders usually fall in this category. This group may also be crucial when it comes to successfully implementing the brand and/or campaign.

During the kickoff, we will establish a plan for **Argus/NPGAP meetings** to monitor project progress and performance. These meetings provide a regular opportunity for our team to check in on key tasks, review the project timeline and budget, discuss any potential issues or anticipated challenges, and brainstorm strategies to quickly resolve them.

Proposed Personnel

The Argus team is 30+ staffers strong and is composed of employees with a wide background of professional expertise, and diverse life experience and cultural backgrounds. We have world-class creative talent that have developed award-winning campaigns; experienced account managers who have successfully navigated complex multi-stakeholder clients; and savvy strategic thinkers who have built brands, and operated throughout political, policy, and government sectors.

Our proposed team offers NPGAP the following advantages:

- Deep experience designing and implementing communication campaigns to address problem gambling.
- Expertise in designing communications on other stigma-reduction initiatives including substance use and mental health.
- The Argus team currently supports marketing efforts for a range of clients to promote their helpline services.

Our team for this project includes the following individuals (See **Attachment A** for resumes and **Attachment B** for references):

CAITLIN DODGE

Chief Executive Officer
caitlin@thinkargus.com

As CEO, Caitlin Dodge drives the growth and day-to-day operations of Argus over the past several years. In this role, she leads the account team, directs client relations, and maps our



strategic vision as an agency. An experienced and insightful marketing leader, Caitlin has helped shepherd complex clients through their most challenging communication issues, and is depended on by marketing leaders in multiple sectors for her expertise in developing effective campaigns across mediums and audiences. Caitlin will provide senior oversight on the project.

SCOTT ZOBACK

Managing Director
scott@thinkargus.com

Scott is an award winning communications professional with over 15 years of experience at the intersection of complex strategic communications, media, and public affairs, including as the Director of Communications for Massachusetts DPH. Scott will serve as a senior Argus sponsor of this project.

MARIE ROCKETT

Head of Art
marie.rockett@thinkargus.com

Marie is an award winning Art Director and Designer with other 20 years of agency experience. She has overseen campaigns with a wide variety of topics including health, wealth, and tourism. Marie will co-lead creative development for this project.

PETE VALLE

Head of Copy
pete.valle@thinkargus.com

Pete and Marie co-lead our Argus Creative Team and will oversee all creative development and implementation on this project. Pete is an award winning writer who has won the industry's most coveted awards from the Francis W. Hatch Awards, to the Communication Arts Advertising Annual, Addys, Webbys, and Ad Week Ad of the Day.

JOSE NIETO

Chief Strategy Officer
jose@thinkargus.com

Jose leads the Strategy Team at Argus and will provide leadership throughout the market research and strategic planning phases of the project. Jose is an award-winning creative professional with 20 years of experience in design, copywriting, branding, marketing and strategy. Jose will oversee strategic planning for the project.

LAUREN LISITANO

Senior Account Director, Public Health
lauren@thinkargus.com

Lauren is a creative marketing professional with experience in advertising, print, digital, and social media campaign strategies that engage target audiences and promote behavior change. Her strengths are in relationship building and project management. Lauren will oversee all project management tasks on this contract, including our project workplan, budget, subcontractor management, and staffing.

**LANE BEACHLER**

Senior Art Director

lane.beachler@thinkargus.com

As Senior Art Director, Lane leverages her passion for design and knowledge of strategy to bring compelling creative projects to life. She sets her sights high, creating work that takes risks and pushes boundaries. A highly collaborative art director, she's always there to help her team produce the best work possible for our clients.

TIFFANY KUNG

Junior Designer

tiffany@thinkargus.com

Tiffany works on our Creative Team to bring our big strategic ideas to life. She is a multidisciplinary creative with a passion for creating work that matters. Tiffany will work with Pete and Marie to produce all creative products on the contract.

ALEXANDRA INDIRA SANYAL

Associate Strategist

alexandra@thinkargus.com

Alexandra works closely with Jose and our Argus Account Team to conduct formative research, develop insights, and articulate brand and marketing strategies. Alexandra also develops content such as social media messaging, blog posts, educational materials, and newsletters. Alexandra will support Jose to implement market research and develop the strategic approach and Strategic Marketing Plan for this contract.

REBECECCA FRANK

Account Manager

rebecca@thinkargus.com

A relationship builder, organized planner, and creative thinker at heart, Rebeca brings public health and problem gambling subject matter experience and project management expertise to projects. Rebecca will be your primary day-to-day contact from the Argus team on this project.

Subcontractors

To carry out our work, we partner with like-minded firms who share our high standards for exceeding client expectations on tight budgets. For any subcontractor on this project, it is vital that the experience is seamless for you. We manage our subcontractors directly, and though they may be on calls to help develop approaches, report on results, or discuss upcoming issues, our account team will manage them directly, and serve as a "single point of contact" throughout the engagement. Our subcontractors for this project include:

Market Street Research is a certified women-owned marketing research company with over 40 years of experience conducting customized, premium-quality market research for



hundreds of public sector agencies, hospitals, banks, nonprofits, and other businesses and organizations throughout the United States. With Market Street Research's reports, you receive an executive summary with actionable recommendations, and detailed findings for all topics covered, including verbatim quotations illustrating key points, clear interpretations, and illustrative visuals. Market Street Research's team is highly experienced, with an average staff tenure of over 20 years. Analysts have PhDs in research-related fields, including social psychology and marketing. The combined research experience on our team is over 90 years. This combination of technical training and industry expertise translates into high-quality research you can rely on. Argus has worked with Market Street Research for multiple clients in the past, including the MA Office of Problem Gambling Services and State of Connecticut Problem Gambling Services.

Market Street Research will play a key role in guiding, developing, and implementing upfront research and analysis.

Address: 9 1/2 Market Street, Northampton, MA 01060

Phone: 413-582-1200

Email: sgonthier@marketstreetresearch.com

Stephanie Gonthier, President

With over 25 years' experience in market research, Stephanie excels at designing strategies and leading a cross-functional team to provide the insights clients need. Her work experience spans multiple industries and includes labor relations, not-for-profit management, and leading organizational change. This breadth of experience adds depth to research findings and recommendations, resulting in highly insightful, actionable research results.

Kevin Bell, Ph.D.

Kevin applies his Social Psychology background and advanced statistical analysis techniques to consumer behavior and market research. As a research analyst, Kevin focuses on developing frameworks for our clients to measure how consumers interact with and relate to their brand. Kevin earned his Ph.D. in Social Psychology with an emphasis in statistical methods from the University of Oklahoma.

Caitlyn Jarvis, Ph.D.

Caitlyn Jarvis is a social scientist, applied qualitative researcher, and quantitative-driven data scientist. Caitlyn has extensive experience designing, executing, and synthesizing research on a range of topics and, excels in working with clients to develop actionable recommendations through market-driven analytics. Caitlyn earned her Ph.D. in Communication from Purdue University.

MN&Co. is an SDO certified, women-owned business, and our media planning and buying partner for the past 20 years. Together, we've bought more than \$50 million worth of advertising, and executed integrated paid campaigns for Argus clients such as DPH, the Massachusetts Executive Office of Public Safety and Security, MassDOT, Massachusetts Office of Consumer Affairs and Business Regulation, The Children's Trust, and the Massachusetts Department of Family and Medical Leave, among others. MN&Co will develop the media buy recommendation for this campaign, identifying effective delivery channels for disseminating the campaign's messages and negotiating and purchasing all advertising/media placements.



Address: 47R High Street North Andover, MA 01845

Phone: 617-936-0168

Email: melissa@mncmedia.com

Staff:

Melissa Noyes, President

Marketing professional with a proven record of accomplishment in the media planning and buying space. An excellent negotiator and communicator focused on driving client growth and success as well as agency new business development. Adept at conceptualizing and managing targeted marketing campaigns from initial brainstorming sessions to flawless, on-time/on budget campaign launches.

Jen Reuss, Vice President, Client Services

As the lead account service contact for numerous brands at MN&Co Jen is known for her meticulous attention to detail. She dives into the intricacies of each campaign, leaving no stone unturned. Her keen eye for detail ensures that every aspect of strategic planning is thoroughly examined, guaranteeing optimal outcomes for the clients she serves. In her role, Jen is the orchestrator of strategic planning decisions. Her ability to navigate the complex landscape of media planning has earned her a reputation as a strategic maestro. Whether it's refining target audiences, optimizing media placements, or crafting innovative approaches, Jen is at the forefront, shaping the agency's vision and direction.

Tammy Bondanza, Senior Vice President, Digital

Accomplished strategic brand champion that brings relentless enthusiasm plus vast marketing/advertising know-how to a leadership position that focuses on people, growth and profitability. Proven expert at working collaboratively cross-function to develop transformative ideas and powerful solutions that achieve business goals/objectives as well as exceed performance benchmarks across all channels while leveraging significant experience and passion for actioning against data/insights

PROPOSAL FOR PERFORMING THE WORK: SCOPE OF WORK

Problem gambling isn't a new public health issue, but the prevalence of online gambling and sports betting is leading to more people gambling, more often, and at a younger age. Across the country, there is more access to legal gambling and gamified apps than ever before, from scratch tickets to the Lottery fantasy sports, and casinos. These multiple streams of gambling provide an unprecedented level of accessibility to gambling to at-risk populations, along with increased advertising, attention, and promotion.

But the new attention on gambling also provides an ongoing opportunity: to build awareness, to educate, and to protect at-risk audiences from the dangers of problem gambling. We know that public health messaging works, and through our work on similar projects, we have already seen that ongoing education and awareness increases impact as the message becomes more familiar and acceptable to our target audiences.

The Argus team brings the right experience, background, and drive to keep the momentum of your work in Nebraska going. We understand the communication landscape around problem gambling and the challenge you face: increasing public understanding that addiction to



gambling can happen to anyone while also promoting NPGAP's free services to support people who are suffering from this problem. We would be honored to support your work.

From our deep experience working with state government-managed behavioral health service entities, we know there are unique factors, timelines, and approaches to your work, that any agency must consider.

We understand the unique challenges that come from managing communications and marketing accounts for public sector initiatives and have worked with public and quasi-public sector clients for more than two decades, giving us familiarity with the processes, milestones, sensitivities, and hurdles to allow us to hit the ground running. We pride ourselves in engaging audiences and stakeholders, conducting important research, developing impactful creative, and ultimately, getting impressive results, all through a lens of equity.

Across all of our efforts, we lead with strong account planning and management services. Our experienced team of account managers and directors, all with extensive public sector experience, lead each project with a firm hand on both timeline and budget. We have weekly calls for project updates and are always available by phone and email to update you on any issues that arise.

Importantly for this effort, we're adept at developing and launching complex campaigns and brands on tight timelines. We get this done with a senior level team that stays actively involved from pitch through final execution; a full complement of in-house creative services; and a dedication to diving deep into research and initial ideation before the project even starts.

Our team will apply the following principles to this project:

- *Engaged Listening.* Our goals are to build authentic relationships with your audiences, ask the right questions, find commonalities while acknowledging differences, and craft media plans that recognize audiences' lived experiences. We know that to truly resonate with the intended audience, we must meet with our audiences at every step in the process and lean on your expertise to ensure our engagement is as effective as possible.
- *Equity in Action.* When it comes to problem gambling, we believe it is imperative to approach each campaign through a socioeconomically diverse lens, taking into account that there are audiences that are disproportionately affected by problem gambling and predatory practices in the gambling industry.
- *Creative that Stands Out.* We know that to be effective, our creative must stand up against the competing messages and ads in the market. Our creative approach will be strategy-driven, attention-grabbing, memorable, and motivating.
- *Evidence-based.* Our campaigns are built on data, and media buy results are a key indicator for us on how well our messages are being received by our audiences. We can build into our Strategic Marketing Plan opportunities to test different messages and creative and optimize throughout the buy.

Below is our proposed phasing for Year 1 activities. Detailed descriptions of these activities are in the sections that follow.

July 2024	Aug 2024	Sep-Oct 2024	Nov 2024	Dec 2024-Jun 2025
Kickoff Meeting	Creative Concepting	Media Production	Campaign Launch	Monitor Campaign Performance
Workplan	Strategic Marketing Plan	Concept Testing		Refine Strategic Marketing Plan
Background Research	The Marketing Budget	Website Updates		Update Budget
Formative Research	Website Recommendations	Quarterly Report		Modify Tactics to Optimize Campaign
Strategic Approach				Quarterly Reports

Media Planning

Strategic Planning and Market Research

Following our kickoff meeting, we will start a deep dive into market research, with both the Market Street and MN&Co teams. This is our immersion phase, during which we will conduct a series of background and formative research activities to learn how to approach audiences with varying knowledge, attitudes, and experiences with problem gambling.

First, we will thoroughly review and analyze existing material. This will include:

- **A series of discovery meetings** to better understand you, your stakeholders, your existing program, your goals, and your overall vision for this project.
- **An audit of relevant messaging and materials**, any branding or marketing work you have done thus far, and any other data/information available to fully understand where you are starting from.
- **Environmental scan** of messaging, marketing, and branding used by peer organizations around the country to establish a baseline.

Next, we will conduct primary research with audiences across Nebraska to develop an understanding of our opportunities to increase awareness of the risks of problem gambling and connect and drive audiences to NPGAP resources. Argus will work with Market Street Research to craft screeners, surveys, and discussion guides, partnering with your team to set screening parameters for this primary research. We will also provide trusted moderators with deep experience in guiding and assessing participant reactions and navigating conversations about sensitive issues, to ensure we receive and report honest, in-depth information while being respectful of people’s lived experiences. Participants will be recruited to ensure a diversity of life experiences and backgrounds, in all forms. We recommend conducting the following:

- **An online survey** to help us identify the campaign’s target audience or audiences, understand their lived experiences, and gauge their awareness and perceptions of



both problem gambling and NPGAP.

- **Follow up in-depth interviews** with a subset of survey participants in order to delve deeper into audiences' beliefs and values, and uncover opportunities to convey the benefits of NPGAP services to audiences across the state.

Strategy is at the core of what we do at Argus, and good strategy is always informed by a true understanding of the issues, audiences, and markets that we are trying to affect. That's why our projects always start with *purposeful* research. Through the activities described above, we will ask questions to develop insights that will guide our strategic approach and determine how we can bridge the gap between the current state (what does the audience feel, believe, and/or do *today*?) and the desired state (what should the audience feel, believe, and/or do *after our campaign*). In this case, our focus will center around changing how people think and make decisions about gambling. The chart below shows how we approach research to develop a strategic approach for a campaign.



The immersion and research phase of our work will conclude with the presentation of a **Research Insights and Strategic Approach** that includes key research findings, our recommendation for the campaign's target audience(s) and change goals, how marketing can help close the gap between audiences' current and desired behaviors, and the campaign's position statement. The position statement is a distillation of our overall approach and a statement of purpose that defines what makes the campaign valuable and different from other campaigns in the marketplace. With your approval, the Research Insights and Strategic Approach will serve as the foundation for our work moving forward on the project.

Design of Public Awareness Campaign and Branding

Next, we will embark on two parallel tasks:

1. Creating a Strategic Marketing Plan
2. Developing Creative Concepts

We will create a **Strategic Marketing Plan** that outlines how we bring the strategy to life through creative development and specific tactics that reach, resonate, and engage audiences. To be successful – *to change hearts, minds, and behaviors* – we know that our marketing must be:



Relevant	Meaningful and easily understood by all target audiences and key stakeholders.
Adaptable	Versatile to each audience and simplified to execute throughout an entire range of marketing tactics.
Distinguishable	Unique to create interest and engagement.
Emotional	Speak to our audiences' hearts to elicit an emotional response.

Our creative team will develop 2-3 **Creative Concepts** that are research and strategy driven. Messaging within the concepts will build on the approved position statement. Visually, the concepts will set the tone for a thematically unified look and feel for the campaign that will work across multiple marketing touchpoints, creating a system that can adapt from digital to out-of-home, TV to websites, and in-person experiences to social media.

We will ensure appropriate time for your team to circulate the concepts internally and provide feedback, both for messaging and for visual design. We have planned for two rounds of revisions to the creative concept prior to moving forward with media production.

Once we've reached consensus and revised the creative concept, we will test it with the target audience. In our testing, we will ask for input on specific aspects of the concepts and messages (e.g., Is it memorable? Is it relevant? Did it catch your attention? How easy or hard is it to understand? Does this message make you want to do anything? How likely are you to act after seeing this?) This feedback helps us choose and further adapt our final concept so that the resulting creative truly speaks to priority audiences.

From there, we will refine the creative concept and move forward with developing the branding, creative, and educational components of the campaign itself – the name, look and feel, key messages, creative assets, tactics, and other promotional and educational materials.

Website

A key component of campaign implementation will be to design and develop website content that is driven by the campaign strategy. Argus has extensive experience developing campaign websites. We know the website must be inclusive and relevant to audiences with varying experiences with gambling. We recognize that people come to NPGAP for different reasons (e.g., to learn about risks, to access the Helpline, for treatment and recovery information) and with different attitudes towards gambling (e.g., concern, ambivalence, denial). For all of these purposes, the website must be easy to navigate, informative, persuasive, and useful. Marie and Pete, Creative Team leads, will work closely with Jose, Chief Strategy Officer, and your team to develop recommendations for your website that reflect the research findings and strategic approach.



Media Production

Creative Media Products

Based on the approved creative concept, we will develop a full suite of media products that include print resources, audio and video content, digital media, and social content.

Messaging

Our messaging work begins when we develop the Creative Concept, and from there we create a core set of message pillars that reflect the campaign position. We envision developing key messages to use with both people who gamble and people who do not gamble, and as indicated by the research, we will create more tailored messages to ensure what we say will connect with the wide range of audiences NPGAP serves.

As part of the **Branding Toolkit** described below, we will include key messages, by audience, along with guidance for the voice and tone of what we intend to communicate, and an explanation for the purpose of the message.

Audio and Video Products

Pete Valle and Marie Rockett lead our in-house production team that is deeply experienced in designing audio and video products on complex public health topics for state agencies. For audio and visual products, we begin every project with a kick-off meeting, where we align on goals, project stakeholders, and process, aligning with the overall concepts. . Next, we will present a “vision” for the project, generally in storyboard form, as well as a script for potential voiceover. Depending on needs, our in-house producer, Julia, coordinates all crews, hiring local talent where possible.

We will produce an initial rough cut for your team to review, with a scratch track, and have 1-2 more “review screenings,” leaving enough time for your team to garner feedback internally. We will also provide options for potential voiceover artists, as well as any backing track, and work with your team to select someone appropriate.

At every stage we will ensure appropriate time for your team to circulate drafts internally and provide feedback. We have accounted for 2 rounds of revisions throughout.

Editorial Services

We approach every problem gambling campaign with one mindset: The work we do must stand up and out against the ads being placed by gambling and gambling adjacent companies.



Our team of in-house copywriters, working under Pete Valle's supervision, is deeply experienced across consumer and public health campaigns, including ad copy, headlines, and long-form copywriting for websites and brochures.

Coordinate with NPGAP Staff

Our strength as an agency is building connections through strong communications. To meet your standards, we collaborate with you as true partners, and our team has extensive experience partnering with clients remotely, in person, and through a hybrid mode, depending on the nature of the project.

After the kick-off meeting, Rebecca will prepare a detailed workplan for our project that outlines milestone dates and deliverables for project requirements of the scope of work. Our workplan will reflect the workflows for each task, identify who from the Argus team is responsible for managing the task, key dates, and status updates.

Our standing meetings with you are an ongoing touchpoint between our Argus team and your staff to share status updates on the workplan. Our team is also always available to you for ad hoc meetings when needed.

NPGAP Website and Software Compatibility

We will ensure that all media we create is compatible with the NPGAP website and meets your internal software requirements. We work with a number of developers to help with any technical issues.

Tagging Ads

We will tag all creative assets for the campaign with the NPGAP website, phone number, and text number of the Helpline, along with any other information needed by the NPGAP. Through our work with many state government agencies, we are well versed in this process and will ensure that NPGAP resources are easily accessible through our advertising.

Branding Toolkit

With your approval on the creative concept, we will develop a comprehensive branding toolkit for the NPGAP team to use for ongoing communications and creative development. This toolkit will reflect the strategic approach, visual identity, key messages, and photographic art direction of NPGAP developed for the campaign and enable your team to independently develop collateral that reflects NPGAP's brand and identity. The goal of the toolkit is to make it easy for your team to incorporate the NPGAP brand into your day-to-day communication.



Media Buys

Media Placement

Concurrently with the creative process, we will update the Strategic Marketing Plan with recommendations on media types, media platforms, number and types of media buys, and possibly public events. The Plan will include specific recommendations for targeted marketing near gambling outlets, NPGAP provider locations, and other desirable markets throughout Nebraska, as indicated by our research findings.

Depending on your budget and what creative concept we ultimately choose, we'll explore a range of delivery channels, with a goal of reaching your audiences where they are through their preferred channels and formats for accessing information. We envision including a variety of traditional and non-traditional tactics, including broadcast, digital, print, experiential, and out-of-home.

Once the delivery channels are selected and the media mix agreed to, we will develop all creative executions for each channel in a manner that is visually and tonally consistent with the approved and audience-tested creative concept. The creative executions will include the language and tone our target audiences are accustomed to, and reflect carefully tailored design elements and visuals that will connect with them. All of our creative work at this and prior stages of our engagement is done in-house including production, giving us tight control over the final creative product.

While final budgets are to be determined, we have done some initial work envisioning a \$200,000 media spend.

The State of Nebraska Commission on Problem Gambling media campaign will drive messaging into communities throughout Nebraska to help raise awareness of services available to those struggling with problem gambling. The Nebraska Problem Gambling Assistance Program (NPGAP) educates the public about gambling and the addiction of gambling and motivates those affected to use the help that NPGAP offers.

Media Overview: Once strategic research is complete and priority populations, budget, and timing are formally established, the media team would then seek to marry messaging with the most appropriate channel selection. At its most elemental, we essentially have two major media objectives: the first is to create awareness around the issue of problem gambling; the second is to educate the general population on the ways they can reach out for help and encourage them to act.

Strategy: Utilizing \$200k client dollars for illustration purposes, we envision a multi-layered media campaign that would launch in September and run for 8-10 weeks. This would be a broad-reaching program employing a potential combination of Digital and OOH to best reach a statewide audience.

Digital: Our online program would utilize channels that offer balance to a broader demographic. Each channel would drill down on optimal audiences and cover a variety of behavioral and contextual segments. Consider channels for their strengths. Display, Meta,



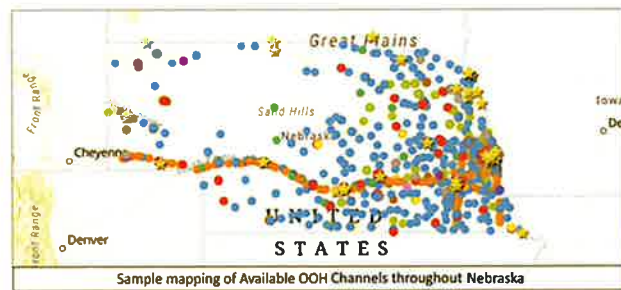
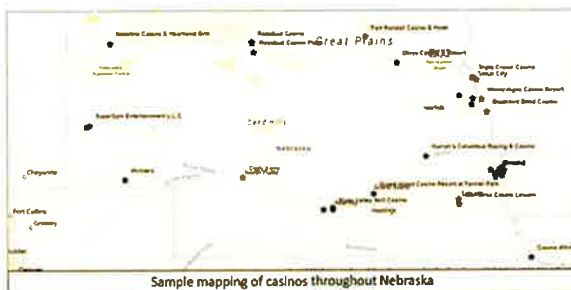
TikTok, Pre-Roll, and YouTube would offer a nice balance on a wider demographic and provide cross-device coverage as our target navigates online.

Sample Demographic Strength by Media Channel		
TikTok (Meta) Facebook (Meta) Instagram Display Pre-Roll YouTube	Adults 15-44	
		Adults 35+
	Adults 18-44	
	Adults 15+	
	Adults 15+	
	Adults 18+	

The campaign would be constantly measured, monitored, and optimized. Sample programmatic targeting illustrates the various ways we can tap the gambler and gambling proclivities, as well as establish the frequency of visitation, capturing as an example both those who have frequented a casino once in 90 days to those who have frequented 3+ times in 30 days:

Programmatic Gambling Segment Example	
#Crosswalk by Stirista > Visitor Intent > Gambling > Casinos	US IXI (Equifax) - Sports Propensity > Horse Racing Fans
#Crosswalk by Stirista > Visitor Intent > Gambling > Other Gambling Industries	PlaceIQ > Entertainment > Horse Racing Tracks
**Asterisks.com > Events and Attractions > Casinos and Gambling	US Alliant - Brand Propensities - Media and Entertainment > pokerstars.net Buyer Propensity
**Asterisks.com > Interest > Entertainment > Gambling	US AnalyticsIQ - Interest > Online Poker Players
**Asterisks.com > Interest > Sweepstakes Gambling	Playwire > Interest > Sports > Poker and Professional Gambling
123Push > Consumer > Interest > Gambling > Casino	Dstillery > Lifestyle > Activities > Poker Card Game Hobbyists (Web)
123Push > Consumer > Interest > Gambling > Lottery	#Crosswalk by Stirista > Behavioral Intent > Entertainment and Recreation > Casinos and Betting Visitors
3rd Party Data > Interest > Hobbies & Interests > Casino > Lottery > Keno	Location Based > Entertainment Visitors > Horse Racetracks/Dog Racing Tracks
123Push > Consumer > Interest > Gambling > Sports Betting and Fantasy Sports	Dstillery > Predictive Locations > Entertainment > Casinos > Predictive Casino Visitors (Web)
180byTwo from Anterlad > B2C > Interest > Gambling > Sweepstakes	Entertainment > Casinos > Recent > Frequent Visitor
AlikeAudience: United States > Interest > Gambling > Sports Gambling > Motorsports Betting	PlaceIQ > Entertainment > Casinos > Recent > 3+ visits in 30 days
AlikeAudience: United States > Interest > Gambling > Sports Gambling > Sports Betting (Sportsbook & Fantasy)	PlaceIQ > Entertainment > Casinos > Recent > 1x in 90 days
Ameribase Digital > Casino and Gambling > Sports Betting	Quorum > Casinos and Gambling Establishments > Casinos and Gambling > 90 Days > 1.50
Consumer Watch Network > In-Market > Entertainment > Gambling > Sports Betting And Racing	Quorum > Casinos and Gambling Establishments > Casinos and Gambling > Last 60 Days

Out-of-Home: The addition of an OOH component would allow for mass reach, delivering messaging to a broad target at street-level as they go about their daily routines. From a targeting perspective, we will map casino locations and then layer heat mapping against target demographics to best identify coverage. We will cross against available mediums/appropriate vehicles for message carry. The heat mapping will allow us to identify target populations across the state and then identify best OOH channels to meet these targets.



Flowchart: This illustrates potential channels/timing to help carry forward NPGAP message throughout the state of Nebraska for a \$200,000 expenditure:



Medium/Market	# Wks	August			September				October			November			Client Expenditure
		12	19	26	2	9	16	23	30	7	14	21	28	4	
Nebraska Commission on Problem Gambling															
DIGITAL															\$ 107,000.00
Meta: Facebook/Instagram	10				9/2-11/10										\$ 30,000.00
Display	10				9/2-11/10										\$ 25,000.00
Pre-Roll	10				9/2-11/10										\$ 15,000.00
TikTok	10				9/2-11/10										\$ 20,000.00
YouTube	10				9/2-11/10										\$ 17,000.00
OOH															\$ 93,000.00
Casino Coverage TBD Vehicle	8				9/9-11/3										\$ 93,000.00
														\$ 200,000.00	

This campaign would deliver significant impressions for message delivery across 10 weeks.

Negotiating Rates

Our subcontractor, MN&Co, has extensive experience negotiating the most favorable rates and placement for media. We have a longstanding partnership with them and collaborate on many projects to ensure the creative we develop and messages we write reach audiences.

Verifying Costs and Securing Placement

We will secure placement of all campaign collateral according to the Strategic Marketing Plan, verify costs, and swiftly resolve any issues regarding placement.

Implementing the Strategic Marketing Plan

We will build a detailed timeline for campaign implementation that includes key dates and budget details that we will reference and update regularly throughout the campaign.

Financial Capacity

Argus and MN&CO have the financial capacity to contract and purchase media buys for NPGAP. For our clients, we routinely purchase and secure advertising for many forms of media.



Account Services and Management

Ongoing Account Services

Rebecca, with support from Lauren, will lead daily account service for the Argus team. In this role, she will facilitate ongoing communication between our team and your NPGAP team, lead the development of monthly and quarterly reports, provide routine status updates on key tasks, and monitor and share updates on the project budget.

Meeting with Staff on Campaign Metrics

Our team will prepare reports and meet with your NPGAP team to review campaign performance against the metrics identified in the Strategic Marketing Plan to analyze the effectiveness of our work and propose strategies to optimize performance. Our full Argus team, including Jose, Pete, and Marie, will collaborate to analyze and recommend updates to the Plan on an ongoing basis based on performance.

Meeting Coordination

Rebecca will coordinate all meetings for the project. She will prepare and send an agenda ahead of each meeting, including the decision points we hope to address, so that we can quickly jump into the next phases of work. She will provide detailed meeting notes following our meetings that include a summary of decisions made and action items for both the Argus and NPGAP team.

Other Activities

Our full Argus team will collaborate to develop and implement plans for any other activities deemed necessary by your NPGAP team to support the program goals.

Refining the Strategic Marketing Plan

Argus will review and update the Strategic Marketing Plan throughout the course of our work together. We will use our standing meetings as an opportunity to routinely check in about what is working well and how we can make improvements to optimize marketing efforts. We will work collaboratively with your NPGAP team to modify the media mix and distributions through the project.



Media Planning, Production and Buys Outside of Initial Term of Contract

As requested by your team, we will develop media plans, produce new media, and facilitate media buys during optional renewal periods of the contract. For these activities, we will follow the same processes outlined above:

1. Conduct market research.
2. Develop a strategic approach.
3. Design and refine creative concepts.
4. Create an overall Strategic Marketing Plan that also includes a paid media plan.
5. Produce all campaign collateral, including advertisements, website content, and educational materials.
6. Implement the campaign.
7. Conduct ongoing monitoring of campaign performance.
8. Refine and update the strategic marketing plan.

Project Requirements

The Marketing Plan

As described in the scope of work above, the Strategic Marketing Plan is a comprehensive living document that we develop and refine throughout the project. The Plan will include a topline summary of our market research and key insights, the overall strategic approach, creative concepts, key messages, and recommendations for tactics to implement the campaign. We will deliver the plan to NPGAP no later than July 31, 2024, and no later than May 1, in any future contract years. Jose will lead this task.

This

The Marketing Budget

We will also develop a detailed Marketing Budget that itemizes expenses per month of the fiscal year, including media buys by media type, creative development, productive costs, and other expenditures. We will present the first year budget to NPGAP staff no later than July 31, 2024 for the first year of the contract, and for future fiscal years, we will present the Marketing Budget no later than May 1. Rebecca will lead this task.

The Creative Proposals

By August 31, 2024, we will deliver our first round of creative concepts to the NPGAP team. The concepts will show the overall look and feel of the concept, draft messages, art direction, print layouts, storyboards, and other creative elements. Pete and Marie will lead this task.



Website Content

By August 31, 2024, we will deliver to NPGAP staff recommendations for proposed changes or modifications to the NPGAP website to align with the strategic approach, appeal to the public, and optimize its functions. Pete and Marie will lead this task.

Reporting and Collaboration

Argus will meet and report to NPGAP staff monthly, at a minimum, on contract performance and campaign expenditures. It is our experience that meeting biweekly is the optimal cadence to provide status updates to our clients on creative projects. This allows for our team to share progress updates with you on key tasks and for you to offer feedback on the direction of work in progress.

We will also prepare **Quarterly Reports** for the Commission that summarize campaign activities during the quarter and year-to-date. The Marketing Plan described above will include campaign performance metrics and project evaluation criteria to equip us to measure the impact of the campaign post-launch. Within the Quarterly Reports, we will report on progress towards those key performance indicators.

Submission for Approval

Argus will work with your NPGAP team to obtain feedback on all campaign activities. We have planned for two rounds of revisions throughout our market research, strategic planning, and creative development phases. With your written approval, we will move forward with execution and/or public release of these deliverables.



Cost Proposal

This budget should be considered preliminary based on a list of goals from the RFP. Argus believes in working with your budget, timeline, and priorities to develop a scope of work that aligns and supports your goals. A final budget and SOW will be developed in partnership with you.

We recommend to all of our clients that we realign on budget and priorities at multiple times in this timeline: After our initial kickoff meeting; again after research; and once again after strategy.

We will note that costs per item development may be higher or lower - for example, if we are able to record VO at a video production session, we will be able to utilize that money for other projects.

Ideally, every unspent dollar will go directly to the media buy; our listed costs include MN&Co's Commission.

Budgets will be adjusted based on final funding.



**ATTACHMENT A: COST PROPOSAL
Request for Proposal NPGAP2024.1**

Bidder Name: ARGUS

Instructions to bidders:

The Commission on Problem Gambling requires all contracts awarded for services to include a projected total cost for each year of the contract. This will be expressed in the agreed contract with the awarded bidder as an amount that the annual total cost is "not to exceed" for the term of the contract.

Bidder must complete the following cost proposal table. Costs provided must be fixed for the duration of the initial term of the contract, except as otherwise provided in the following cost proposal tables. As provided in Section II F., cost increases for contract renewals after the initial term of the contract, if any, shall be based on consideration of written request by the successful bidder. Bidder must provide the unit cost of each item; however actual quantities will be determined based upon the recommendations contained in the Strategic Marketing Plan. The total price shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, computer software, travel, and copies unless approved in advance in writing by GAP Marketing Director (Staff). Invoices should be submitted monthly during the term of the contract.

MEDIA PLANNING			
	Total Fixed Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$ 45,000	\$ 45,000	\$ 45,000
2. Design of Public Awareness Campaign and Branding	\$ 60,000	\$ 50,000	\$ 50,000
3. Account Services and Management	\$ 40,000	\$ 35,000	\$ 35,000
4. Website	\$ 5,000	\$ 5,000	\$ 5,000
5. Other (Please Specify) <i>Subtotal</i>	\$ <i>150,000</i>	\$	\$
MEDIA PRODUCTION			
	Unit Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Media Production of Public Awareness Campaign (Provide individual cost for each item)			
a. Video/Television Production (15-30 seconds of video content)	\$ 75,000	\$ 75,000	\$ 75,000
b. Audio Media Production (15-30 seconds of audio content)	\$ 20,000	\$ 20,000	\$ 20,000
c. Print Media Production – Print Advertisement	\$ 20,000	\$ 20,000	\$ 20,000
d. Digital Media and Social Media Production	\$ 20,000	\$ 20,000	\$ 20,000
e. Website	\$ 30,000	\$ 30,000	\$ 30,000
f. Other (Please Specify)	\$ 315,000	\$ 330,000	\$ 330,000
2. Branding Toolkit (See RFP Section V.C. 1. H.)	\$ 20,000	\$ 5,000	\$ 5,000

*Sub total: \$ 500,000
Total: \$ 650,000*



Attachment A: Resumes

References that have worked with and can testify to strengths of staff.

Victor Ortiz

Director of the Office Problem Gambling Services
Massachusetts Department of Public Health
victor.ortiz@state.ma.us / 617-624-5012

Andy Robinson, CPS (he/him/his)

Lead Program Coordinator, Substance Misuse Prevention Unit
Massachusetts Department of Public Health | Bureau of Substance Addiction Services
andrew.robinson@mass.gov
617.624.5094 (office) / 262.385.0198 (mobile preferred due to remote work status)

Carmen Plazas

Communications & Community Engagement Manager
Mass Cultural Council
carmen.plazas@state.ma.us / 617-858-2738



CHIEF EXECUTIVE OFFICER

Caitlin Dodge

caitlin@thinkargus.com

PROFILE

As CEO, Caitlin Dodge drives the growth and day-to-day operations of Argus over the past several years. In this role, she leads the account team, directs client relations, and maps our strategic vision as an agency.

An experienced and insightful marketing leader, Caitlin has helped shepherd complex clients through their most challenging communication issues, and is depended on by marketing leaders in multiple sectors for her expertise in developing effective campaigns across mediums and audiences. Her work includes managing projects from all categories in PRF70 including web-based, social, and emerging media, creative services, marketing services, event planning and support, and integrated marketing campaigns. Caitlin also has more than three years of experience dealing with billing issues and has negotiation experience with contracts spanning all PRF70 services with government, nonprofit, and corporate clients.

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (2013 – Present)

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement

CEO/Chief Operating Officer

- Drives the strategic development, execution, and implementation of integrated communications campaigns including web/digital, TV, radio, out of home, social media, print, and collateral
- Responsible for the client/agency relationship, all daily account management and project activity including client requests, timelines, budgets, meetings, reporting, and billing
- Coordinates with the Argus creative team and outside vendors to ensure creative deliverables are on time, on strategy, and on budget
- Leads website development including information architecture activities and oversees design development and programming
- Manages client branding initiatives from strategy to implementation including writing strategic messaging platforms

Williams Whittle Associates, Alexandria, VA (December 2011 – July 2013)

Full-service advertising agency that focuses on delivering effective and creative integrated marketing for nonprofits.

Account Supervisor

- Developed integrated advertising & marketing campaigns for clients using print, digital, social media, radio, television, PSAS, events, signage, and collateral materials
- Managed agency relationship with clients. Responsible for managing clients' day-to-day needs, meetings, budgets, timelines, deadlines, analytics, reporting, and billing

ARGUS

- Supervised five of our 12 active clients: Williams Whittle's biggest client and four other clients
- Spearheaded the implementation of all Williams Whittle's internal marketing and communications, including strategy, design, and development of website, marketing materials, and social media
- Wrote copy for client brochures, ads, booklets, and radio spots
- Supervised Account Coordinator and 3-7 graphic designers

Smithsonian Enterprises, New York, NY (November 2007 – December 2011)

Operates Media and content businesses through a variety of distribution platforms including print and online magazine publications, books, as well as the Smithsonian Channel, including cable television programming in high-definition.

Marketing Manager

- Generated \$1.3 million in fiscal year 2010, surpassing company-set goal by 160%
- Developed and wrote integrated multimedia marketing programs and solutions (print, digital, e-outreach, television, public relations, and experiential)
- Wrote marketing briefs, proposals, and copy for special sections and advertorials
- Researched, analyzed, and created category presentations, sell sheets, direct mail, and eBlasts
- Lead program developer on Smithsonian Media's two most lucrative programs of 2010
- Main point of contact for all marketing requests for seven members of national sales team
- Managed corporate sponsorships of Smithsonian events and exhibits including Museum Day 2008, which grew 45% in museum and consumer participation
- Supervised Promotions Coordinator and Interns

CB Richard Ellis, Boston, MA (August 2006 – November 2007)

World's largest commercial real estate services firm serving owners, investors, and occupiers.

Administrative Assistant

- Provided senior partners with research and marketing support as well as client services
- Coordinated and managed broker events and open houses
- Wrote proposals and lease abstracts, submitted vouchers, and distributed invoices

EDUCATION

Trinity College, Hartford, CT Bachelor of Arts in Religious Studies

LANGUAGES

English



MANAGING DIRECTOR
Scott Zoback
scott@thinkargus.com

PROFILE

Award-winning communications professional with over 15 years of experience at the intersection of complex strategic communications, media, and public affairs.

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (January 2019 – Present)

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement.

Director of Communications Strategy

- Lead creative, responsible for strategic branding, conceptualization, copywriting, print, and web design
- Develop creative strategies and execute creative for multi-channel campaigns, ensuring materials are on strategy and on time
- Manage a team of production vendors including web / interactive developers, printers, and photographers

Office of the Massachusetts Senate President, Boston, MA (December 2017 – January 2019)
Deputy Chief of Staff for Strategy and Communications

- Drive strategy and serve as senior leader and advisor for the Massachusetts Senate President during a highly-scrutinized period for the legislative body
- Guide crisis response, including messaging and media relations, to high-profile issues
- Manage the execution of all office and Senate-wide communications and media efforts across a variety of channels
- Establish long-term organizational and communication strategies, involving multiple stakeholders from 40+ individual offices
- Advise the Senate President, legislators, and senior staff on communications and key policy issues

Ten Bridge Communications, Cambridge, MA (June 2017 – November 2017)

Director

- Guided public relations strategy for a portfolio of industry-leading biotech companies
- Developed and led tactical execution of corporate communications and internal communications initiatives
- Spearheaded strategic projects including development of corporate messaging, branding, website development, corporate presentations, and social media engagement



Massachusetts Department of Public Health, Boston, MA (December 2014 – June 2017)

Director of Strategic Initiatives and Acting Director of Communications

- Served as senior lead advisor on strategic policy development, including launch of the Office of Population Health
- Served as senior management team member leading all communication efforts, including marketing, media, and messaging for a \$1 billion organization with 100 programs and 3,000 employees
- Developed and implemented messaging, policy briefing, and media/public opportunities for senior leadership, including Governor, Secretary, and Commissioner
- Managed crisis communications and established long-term messaging strategies
- Advised the Commissioner and senior staff on communications and key policy issues
- Managed staff and outside vendors running multiple simultaneous high-profile marketing/health communication campaigns across broadcast, print, and out-of-home channels
- Oversaw media relations, including serving as on-the-record spokesman with statewide and national media
- Managed external strategies for short and long-term projects, working with internal and external stakeholders
- Organized press events and outreach strategies for signature announcements

Massachusetts Medical use of Marijuana Program, MA DPH, Boston, MA
(April 2014 – December 2014)

Manager of Communications and External Affairs

- Drove communications and external outreach efforts for a high-profile program in a politically-charged environment
- Advised the Executive Director and senior leadership on messaging
- Served as on-the-record spokesman with statewide and national media.
- Coordinated legislative affairs in partnership with Department of Public Health and Secretariat staff
- Directed external strategies with advocacy groups, professional associations, communities, and other stakeholders
- Organized press events and outreach strategies for signature program announcements
- Developed briefing material for the Commissioner of Public Health and Secretary of Health and Human Services

Office of Congressman Jim McGovern/ Re-Elect McGovern Committee, Worcester, MA
(April 2010 – April 2014)

State Press Secretary/ Director of Communications

- Developed, managed and executed tactical communications strategies for Congressional office and campaign
- Served as campaign and Congressional spokesman, developing stories for online, print, and broadcast media outlets
- Oversaw major transition to new Constituent Management System, increasing capabilities and lowering costs
- Implemented social media, database, and email marketing systems to maximize messaging opportunities

ARGUS

- Managed staff, freelancers and interns for communications projects.
- Served as primary liaison with technology, web, and database vendors on time-sensitive critical projects
- Administered campaign advertising strategy and budget, and served as primary liaison with political consultants
- Campaign communications consultant, including Warren for Senate, Markey for Senate, and Donahue for State Representative

State Senator Harriette Chandler, Boston, MA (October 2009– March 2010)

Director of Communications

- Oversaw and developed communications strategy
- Managed media relations, including pitching and development of stories in a variety of media outlets
- Wrote policy and event speeches
- Established and managed web, new media, and social media efforts
- Served as community and government relations liaison
- Acted as point person on key legislative initiatives

Worcester Magazine, Worcester, MA (July 2005 – September 2009)

Senior Writer/News Editor

- Managed news section of the alternative weekly, partnering with other departments and overseeing a team of fulltime and freelance writers
- Directed and wrote feature stories, investigative articles, and news, political, business, culture, and arts pieces
- Established the newspaper's social media and new media presences on multiple platforms
- Founded annual Music Awards with over 2,000 guests at 12 venues, as well as monthly music series, coordinating live music at 20 local venues
- Contributed to and guest-hosted local television and radio talk show

Celebrity Services of PAID, Inc, Worcester, MA (January 2004 – April 2005)

Editor/Marketing Manager

- Managed all content, including articles, polls, and forums, of 25+ celebrity/athlete websites, including players in the NFL, NBA, and MLB – increasing traffic by over 1,000% in 18 months
- Launched division's first campaign to solicit advertisers and marketing partners for athlete websites
- Oversaw design, development, and the launch of new sites
- Supervised a team of 3 full-time employees, 10 interns, and project specific contractors
- Led design and development of client proposals and served as the primary contact for athletes and their representatives for all site-related content and features

Allen Spiegel Fine Arts, Boston, MA (January 2004 – present)

Associate Artist Representative

ARGUS

- Negotiate contracts, facilitate projects, and serve as liaison between artists and publishing companies, advertising agencies, and other parties. Clients have included Tuff Gong, Scholastic, FOX Broadcasting, Pabst Brewing, and Upper Deck

AWARDS

2018 "Press Secretary of the Year" - State House Press Corp

2014-2022 Boston Marathon finisher, raising over \$90,000 for Brigham and Women's Hospital and Dana-Farber Marathon Coalition

2017 AVA Digital Awards Platinum Winner, "State without StigMA" (DPH)

2016 MarCom award, "State without StigMA" (DPH)

2016 Telly Award, "State without StigMA" (DPH)

2014 Clark University Young Alumni Award

2012-2014 Clark University Alumni Association President

2014 "Gold Mouse Award" for Social Media - Congressional Management Foundation

EDUCATION

Clark University, Worcester, MA Masters in Public Administration, Magna Cum Laude

Clark University, Worcester, MA Bachelor of Arts in History/Education, Cum Laude

LANGUAGES

English



HEAD OF ART

Marie Rockett

marie.rockett@thinkargus.com

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (January 2024 – Present) Head of Art

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement.

Allen & Gerritsen (2016-2023)

SVP Group Creative Director (September 2019-December 2023)

VP, Group Creative Director (April 2018-September 2019)

Creative Director (February 2017-March 2018)

Associate Creative Director (February 2016-2017)

SapientNitro (September 2014-January 2016) Senior Art Director

Forge Worldwide (June 2012-August 2014) Senior Art Director

PARTNERS+simons (2004-2012)

Senior Art Director (November 2007-May 2012)

Art Director (March 2005-November 2007)

Designer/Chief's Right Hand (2004-2005)

EDUCATION

Rensselaer Polytechnic Institute Bachelor of Science (BS), Electronic Media, Arts & Communications

Grade: Cum Laude

SKILLS

Industry Knowledge: Art Direction, Creative Direction, Advertising, Integrated Marketing, Interactive Advertising, Graphic Design, Typography, Concept Development, Direct Mail, Art, Corporate Identity, Interaction Design, Brand Development

Interpersonal Skills: Teamwork, Leaderships, Flexibility, Active Listening, Problem Solving, Public Speaking



HEAD OF COPY

Pete Valle

pete.valle@thinkargus.com

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (2023 – Present) Head of Copy

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement.

Allen & Gerritsen (2016-2023) SVP Group Creative Director

Arnold (2014-2016) Creative Director

Sapient (2010-2014) Creative Director

KSV, Boston (2006-2010) Associate Creative Director

Digitas (2003-2006) Senior Writer

Balance Construction (2001-2003) Carpenter

Red 98 (1999 - 2001) Writer

Ingalls (1998-1999) Mailroom Coordinator

EDUCATION

College of the Holy Cross BA English, Division 1 Hockey (1993-1997)

James Stewart Memorial Award for Leadership

CLIENTS

MassAbility, Boston Public Health Commission, Department of Conservation and Recreation, Boys and Girls Clubs of Dorchester, Boston Tourism, Natixis Investment Managers, First Citizens Bank, State Street Global Advisors, Webster Bank, Blue Cross Blue Shield, Safety 1st, UniFirst, Ninety Nine Restaurants, Chrysler, Jeep, Ram Trucks, Jack Daniels, Progressive, Museum of Science, Ocean Spray, New Balance, General Motors, AT&T, Citrix ShareFile, CenturyLink.

AWARDS

Communication Arts, Addys, Webbys, AdWeek Ad of the Day, MITX, Golden Bevies, Lurzer's Archive Hatch



CHIEF STRATEGY OFFICER

José Nieto

jose@thinkargus.com

PROFILE

Award-winning creative professional with 20 years of experience in design, copywriting, branding, marketing, and strategy.

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (June 2010 – Present)

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement.

Creative Director

- Lead creative, responsible for strategic branding, conceptualization, copywriting, print, and web design
- Develop creative strategies and execute creative for multi-channel campaigns, ensuring materials are on strategy and on time
- Manage a team of production vendors including web / interactive developers, printers, and photographers

square zero, Salem, MA (December 2006 – June 2010)

Award-winning boutique graphic design studio focused on the arts, higher education, health care and non-profits.

Principal

- Lead creative, responsible for conceptualization, print, and web design
- Managed a team of creative freelancers, interns, and vendors
- Managed complex projects to successful completion, including client relations, documentation, budgeting, and billing
- Clients included: The Institute of Contemporary Art/Boston, Harvard University, The American Repertory Theatre, ARTSEmerson, Health Dialog, Penguin Books, AIGA, Boston College, and Ohabei Shalom Temple

Graphic Design Certificate Program, Massachusetts College of Art, Boston, MA
(December 2004 – December 2006)

Adjunct Instructor

- Developed and taught Intermediate Typography course, and taught Intermediate Portfolio and GD3 courses in demanding three-year certificate program for continuing education students

University Creative Services, Northeastern University, Boston, MA
(December 2003 – December 2005)

Global, experiential, research university built on a tradition of engagement with the world, creating a distinctive approach to education and research.

Design Director

- Lead designer and creative director for dynamic, award-winning print and interactive office

ARGUS

- Coordinated with editorial director and production director to deliver sophisticated communications for a variety of University clients
- Managed the use and development of the University's visual brand
- Supervised and art-directed a team of in-house designers, as well as outside design consultants, photographers, and desktop publishers

TIMSS & PIRLS International Study Center at Lynch School of Education, Boston College, Chestnut Hill, MA (September 1997 – December 2003)

A globally cooperative enterprise conducting comprehensive state-of-the-art assessments of student achievement supported with extensive data about country, school, and classroom learning environments.

Manager, Publication Design and Production

- Lead designer and art director for an international educational research institute.
- Responsible for the design and implementation of corporate identity
- Designed and produced a variety of collateral materials, including books, reports, web sites, research instruments, marketing pieces, and press materials
- Managed and trained a staff of production artists
- Wrote and produced design programs for multilingual editions

PROFESSIONAL ORGANIZATIONS

AIGA: The Professional Association for Design

Board member in Boston Chapter. Chaired Best of New England Show 2003.

Served as Vice-President from 2004-2008.

AWARDS

2017 New England Emmy Awards, Nomination, Writer, Drive Sober or Get Pulled Over, Outstanding Community/Public Service Campaign

2014 PINE Pinnacle Award, MCCA Corporate Social Responsibility Report

2008 New York Book Show: 3rd Place Young Adult Cover/Jacket

2007 AIGA Best of New England: 5 projects selected for the catalog and show

2007 Interactive Media Awards: Outstanding Achievement

2005 CASE Circle of Excellence Award: Visual Design in Print – Silver

2005 CASE Circle of Excellence Award: Special Program Publications Package – Gold

2005 UCDA Annual Design Competition: Research Publications (Magazine and Series)

2005 American Graphic Design Awards: Annual Report, Publications (2)

2004 Print Magazine The Big Event (Special Issue): Invitation

EDUCATION

Tufts University, Medford, MA Bachelors in English and History, Magna Cum Laude

New York University, New York City, NY Master in English/Creative Writing

Massachusetts College of Art and Design, Boston, MA Certificate in Graphic Design

LANGUAGES

English and Spanish



SENIOR ACCOUNT DIRECTOR, PUBLIC HEALTH

Lauren Lisitano

lauren@thinkargus.com

PROFILE

Creative marketing professional with experience in advertising, print, digital, and social media campaign strategies that engage target audiences and promote behavior change.

Demonstrated strength in relationship building and project management.

PROFESSIONAL EXPERIENCE

Argus, Boston, MA (November 2019 – Present)

Full-service marketing agency in Boston, specializing in branding, advertising, digital, and community engagement.

Account Director

- Drives the strategic development and implementation of integrated marketing campaigns including video, web, digital, social media, out-of-home, and print
- Responsible for the client/agency relationships and leading all daily account management and project activity, including client requests, timelines, budgets, reporting, and billing
- Coordinates with creative team and outside vendors to ensure creative deliverables are on time, on strategy, and on budget

Worldways Social Marketing, Newport, RI (January 2017 – October 2019)

Full-service social impact marketing agency specializing in advertising, branding, digital, and web design.

Account Manager

- Managed social impact marketing campaigns with the goal of improving the health of individuals, communities, and the state as a whole for nonprofits and state public health departments
- Supported web development projects through strategic discovery, content creation, and CMS management

Avid Marketing Group, Rocky Hill, CT (July 2014 – April 2016)

Marketing agency specializing in shopper marketing programs.

Account Coordinator

- Executed shopper-marketing campaigns on national and regional levels through digital and traditional print media including managing project timelines, client communication, and vendor deliverables

EDUCATION

Salve Regina University, Newport, RI Bachelor of Arts in English Communications, Minors in Business Administration and Sociology/Anthropology



JUNIOR DESIGNER

Tiffany Kung

tiffany@thinkargus.com

PROFESSIONAL EXPERIENCE

PRECISIONeffect, Boston, MA (June 2022-August 2022)

Art Director Intern

- Designed pharma branded PPT decks and icons deliverables, presented work to clients and internal account teams
- Produced client logo designs and incorporated creative feedback to better capture brand identities
- Collaborated with team members and developed innovative digital assets, and developed a pitch deck with concepts and executions to raise awareness of company missions

BW Gas & Convenience Holdings, LLC dba Yesway, Beverly, MA (September 2018 – August 2021)

Marketing Coordinator

- Spearheaded social media channels for Yesway and Allsup's Convenience Stores, authored messaging and storytelling across all social channels, developed visual assets including photography
 - Increased Yesway Facebook "likes" by 155.51% from December 2018 – December 2020
 - Launched Allsup's social media in July 2020, and increased Facebook "likes" via advertising campaigns by 649.86% from September – December 2020
- Developed and implemented innovative ways to build a social media community via refreshed tonality
- Found strategic opportunities and collaborated x-functionally with vendor supplier partners (Kellogg's, General Mills, Red Bull, others) and increased brand recognition across social media channels
- Administered production of copywriting and music selection for in-store and canopy Music and Messaging and increased basket size and drove business revenue
- Created storyboards and directed seasonal photoshoots with freelance photographers, edited image content
- Worked x-functionally to build and complete results-driven seasonal campaigns
- Photographed cover image for CSNews March 2019 issue

Endicott College Communications Department, Beverly, MA (May 2018– August 2018)

Social Media and Marketing Assistant

- Created visual and copywriting content for social media platforms within timing parameters
- Authored content that led to increased engagement on Instagram and reviewed native analytics

Drync, Somerville, MA (January 2018 – May 2018)



Marketing Intern

- Brainstormed various marketing ideas and created weekly financial reports for clients
- Created deep links for client products to increase sales of targeted items
- Updated client inventory images and reviews on company portal

MMB, Boston, MA (June 2017 – August 2017)

Account Service Intern

- Created reports assessing competitive landscapes and reviewed social media for clients
- Designed sets for client product photoshoots to post on respective social media pages
- Conducted research for Generation Z product preferences and behaviors and provided insight to client

EDUCATION

Boston University, Master of Science in Advertising
Endicott College, Bachelor of Science in Marketing

LANGUAGES

English, Cantonese

SKILLS

Graphic Design: Photoshop, Illustrator, InDesign; Procreate; Canva; Typography; Hand-drawn animations

Technical: Photography, image editing and retouching; MS Office; Squarespace

Digital Marketing: Paid and organic social media, social publishing tools (e.g. Sprout, SOCi) & analytics

Fine Art: Acrylic paint, oil paint, watercolor, colored pencil, charcoal, Sharpie/pen

RECOGNITION

The One Club Young Ones Shortlist (APRIL 2018)



ASSOCIATE STRATEGIST
Alexandra Indira Sanyal
alexandra@thinkargus.com

PROFESSIONAL EXPERIENCE

Shrishti Studios Creative Consultancy (May 2020 - Present)

- Aspire Institute, Inc (Communications & Marketing Strategy)
- South Asian SOAR (Website & Content Development)
- Laal NYC (Marketing & Media Development)
- Rhode Island Black Storytellers (Podcast Production & Dance Classes)
- Guba Books Publishing (Content Strategy & Creation)
- Cambridge Blockchain (Content Strategy & Creation)
- Arbitrator Intelligence (Website Evaluation & Dev. Strategy)

Multimedia Storyteller (Sep 2020 - June 2023)

- The Katra Box

Photographer & Videographer (2014 - Present)

- Bengalis of New York X TogBog Documentary Ongoing
- Freelance Headshots, Events, Couples, Performing Arts Ongoing
- Center for the Advanced Study of India (2017-2018)
- Philadelphia Parks Alliance (2016-2017)
- Communications Office, Bryn Mawr College (2015-2017)
- The Boston Foundation (Summer 2024)

Curriculum and Implementation Consultant (2018-2020)

- Program in Culture Conservation
- The Lakshmi Mittal and Family South Asia Institute, Harvard University

EDUCATION

Harvard University Graduate School of Design, Master of Design Studies with Distinction |
Critical Conservation (September 2018 - May 2020)

Design Discovery Summer Program, Harvard University Graduate School of Design,
Certificate in Urban Design and Planning (Summer 2017)

Bryn Mawr College, B.A in Growth & Structure of Cities, Magna Cum Laude (September 2012
- May 2017)

AWARDS

2018-2020 Merit Scholarship, Harvard University Graduate School of Design

Winter 2019 Paul M. Heffernan Travel Prize, Harvard University Graduate School of Design

Summer 2019 Research Grant, Lakshmi Mittal and Family South Asia Institute

Spring 2019 MDes Project Research & Development Award, Harvard University Graduate
School of Design

2013-2017 Merit Scholarship, Bryn Mawr College

Teaching Assistantships:

Power & Place: Culture and Conflict in the Built Environment (Susan Snyder & George

Thomas, Harvard GSD) Culture, Conservation and Design (Susan Snyder & George Thomas,

Harvard GSD) Idea of Environment (Dilip Da Cunha, Harvard GSD) Urban Culture and Society



(Gary McDonough, Bryn Mawr College) Advanced Writing Seminar: Colonial and Postcolonial Cities (Gary McDonough, Bryn Mawr College).

LANGUAGES

Spanish, English, Arabic, Bengali (Advanced Reading & Writing Skills, Intermediate Conversational)

SKILLS

Writing & Editing: Interviewing, Blogging, Grant Writing, Article Content Generation, Copy Editing

Graphic Design: Adobe Suite (Photoshop, InDesign, Illustrator), Canva, PowerPoint

Photography & Videography: Recording, Editing, Publishing

Archival Processing & Translation: Categorizing, Researching (English, Spanish, Arabic, Bengali)

Social Media: Strategy, Account Management, Data Scraping

Data Analysis: Microsoft Excel, Facebook Insight & Ad Manager, Google Analytics • Yelp Business

PRESENTATIONS & PUBLICATIONS

• Power in/and Preservation: Architecture in a [Post]Colonial Calcutta (Forthcoming) Fall, 2021

• The International Journal of Critical Cultural Studies

• The Making of “Legacies of Violence | Narratives of Movement” March, 2021

52nd Annual Convention Northeast Modern Language Association

• Uncovering Conflicted Identities: A Youth Education Program In The Arts (Poster) October, 2020

• 2nd Edition of Interdisciplinary and Virtual Conference on Arts in Education 2020

• Legacies of Violence | Narratives of Movement (Film) September, 2020

• 11th International Small Cinemas Conference: Political Imaginaries of Small Cinemas and Cultures

• Power in/and Preservation: Understanding Loss in a [Post]Colonial Kolkata May, 2020 (Thesis Manuscript). Masters in Design Studies, Harvard University Graduate School of Design

• The City Revealed (Article) May, 2020

• The Urban Review: Journal of Urban Studies, Harvard University Graduate School of Design

• [Only] Half (Article) March, 2020

• VOICES 2020: Storytelling from South Asian Youth in America. Off-Kendrik Bengali Theater Troupe

• Making Space from Memory (Conference Paper) January, 2020

- Two-Day Interdisciplinary International Seminar Heritage, Culture & Identity:

- Re-Negotiating Spaces of Memory in a Time of Rapid Urbanization, Sarat Centenary College, West Bengal, India

• The [Neo]Colonial Gaze: Tourism and Urban Identity Projection in Kolkata (Article) October, 2019. UD:ID, Harvard University Graduate School of Design

• [Un]Conscious Cities: A Critique of the Impacts of Preservation (Conference Paper + Article) October, 2019

• Conscious Cities Anthology 2019 (ISSN 2514-6815)

• Creating Community: A Study of the Form and Function of Islamic Community Spaces in Philadelphia

LEADERSHIP EXPERIENCE

ARGUS

Co-Editor, The Masters in Design Studies Zine, Harvard University Graduate School of Design

Co-Editor, Women in Design Bibliography, Harvard University Graduate School of Design

Chair, The Critical Collective, Harvard University Graduate School of Design

Student Representative, Student Academic Affairs Committee, Harvard University Graduate School of Design and

Bryn Mawr College Cities Department

President, South Asian Students Association, Bryn Mawr College

President & Choreographer, Rhythm and Motion Dance Company and Mayuri Dance Company, Tri College

Consortium (Bryn Mawr, Haverford, Swarthmore)

Afterschool Tutor, Boston Public School System

English Teacher, Puerto Morelos, Mexico and Quito, Ecuador



ACCOUNT MANAGER
Rebecca Frank
rebecca@thinkargus.com

PROFESSIONAL EXPERIENCE

The Good Food Institute, remote (July 2019-April 2022)

Communications Coordinator

- Coordinated department-wide strategic planning and execution, including development of communications plans and processes, evaluation/assessment, and reporting
- Served as the central project liaison between Communications and the rest of the organization, providing project management for all major and minor projects.
- Managed and tracked projects in Asana and Google Workspace, created and updated timelines, led kickoff and check-in meetings
- Served as the liaison between the production and promotion zones within the Communications team, ensuring that project updates and needs are communicated promptly and smoothly
- Coordinated capacity-building work across the team, including professional development priorities and plans, team retreats, and strategic planning sessions
- Led the development, maintenance, and continuous improvement of systems and processes for cross-organizational collaboration and ensured alignment with organizational priorities
- Tracked expenses to budget, processed invoices, coordinated contracts, and provided financial administrative support as needed

Coordinator, Executive (June 2021-September 2021) / Executive Team Assistant (August 2019 - May 2021)

- Represented GFI to the general public and key stakeholders, often on the CEO's behalf
- Drafted and proofread letters, presentations, oral and written donor communications, and general informational materials
- Managed and supported the CEO's schedule and domestic and international travel
- Provided general support with operational and strategic coordination across our global teams
- Coordinated the hiring process for key leadership team positions
- Managed and collated team-wide weekly and monthly reports. Sent tailored monthly highlights to VIP donors and general stakeholders
- Managed the organization's general email account and responded to all inquiries
- Provided administrative support, e.g., managing Salesforce and logging expenses

Montefiore Community Pediatric Programs, Bronx, NY (July 2018 — July 2019)

Nutrition Program Coordinator | Global Health Corps Fellow

- Planned, facilitated, and coordinated nutrition programs including after-school programming in shelters, prenatal and baby group care, and diabetes prevention classes
- Managed a wide variety of projects to improve nutrition and food security in the community including a community garden, healthy convenience store initiative, and emergency food pantry

ARGUS

- Administered social determinants of health screeners to diabetic patients and parents of infants and connected them to community resources
- Managed and hired a rotating team of interns and volunteers
- Performed data collection, entry, cleaning, and analysis for grants and reports
- Participated in a two-week training session and quarterly retreats with the Global Health Corps 2018-19 fellowship cohort, cultivating leadership skills and learning how to advance health equity during the fellowship year and beyond

Kesher Nevatim Preschool, Somerville, MA (June 2017- July 2018)

Teacher

United in Building and Advancing Life Expectations, Blantyre, Malawi (January 2016 - September 2016)

Graduate Student Researcher

- Conducted a qualitative study on perceptions of a mothers' care group program and community health workers for a USAID project implemented by Catholic Relief Services in Malawi
- Led a team in conducting focus groups and interviews with mothers, grandmothers, community health workers, and village heads in 18 villages
- Presented preliminary findings to Malawi office, then analyzed data using NVivo and submitted a report with recommendations for improving the program

EDUCATION

Yale School of Public Health, remote Certificate in Climate Change and Health (February 2019-June 2019)

Tufts University School of Medicine, Boston, MA Master of Public Health (May 2015-May 2017)

Tufts Friedman School of Nutrition Science and Policy, Boston, MA Master of Science, Food and Nutrition Policies and Programs (May 2015-May 2017)

Tufts University College of Arts and Sciences, Medford, MA Bachelor of Arts, International Relations and Community Health (September 2011-May 2015)

SKILLS

Software: Asana, Abacus, Salesforce, Pardot, Greenhouse, Microsoft Office, Google Workspace



Attachment B: Team References

Colleen Casey

Massachusetts Rehabilitation Commission, Director of Communication

colleen.casey@state.ma.us

(2021-current: branding, marketing, renaming, logo creation, identity systems)

Suzanne Crowther

Massachusetts Department of Public Health, Director of Health Marketing

suzanne.crowther@state.ma.us

(2010-current: marketing campaigns, strategy)

Catherine (Katie) Mick

ForHealth Consulting, Chief of Staff

catherine.mick@umassmed.edu

(2020-current: branding, renaming, logo creation, identity systems)



Attachment C: Form A

Form A Bidder Proposal Point of Contact
Request for Proposal Number NPGAP2024.1

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:	
Bidder Address:	294 Washington Street, Floor 9 Boston, MA 02108
Contact Person & Title:	Scott Zoback, Managing Director
E-mail Address:	scott@thinkargus.com
Telephone Number (Office):	
Telephone Number (Cellular):	860-922-6397
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Argus
Bidder Address:	294 Washington Street, Floor 9 Boston, MA 02108
Contact Person & Title:	Scott Zoback
E-mail Address:	scott@thinkargus.com
Telephone Number (Office):	
Telephone Number (Cellular):	860.922.6397
Fax Number:	



Attachment D: Financial Statements

Argus has been in existence as a company for 30 years. Over the past five years, we have grown from approximately 10 people to approximately 30 people, placing sustainability and longevity at our core. Approximately 50% of our clients/projects, including the Massachusetts Department of Public Health’s Office of Problem Gambling, have been partnered with us for 3 or more years; we have a relationship dating back 15 or more years with multiple clients.

There is no pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

A P&L from 2023 is included below.

4:21 PM
01/09/24
Cash Basis

**Argus Communications, Inc
Profit & Loss
December 2023**

	Jan - Dec 23
Ordinary Income/Expense	
Income	
4-1000 · AGENCY FEES	12,912,637.64
4-2005 · MEDIA BUYING INCOME	8,679,858.07
4-5000 · PRODUCTION INCOME	1,229,818.18
4-9040 · Prompt Payment Discounts	-57,432.92
Total Income	22,764,880.97
Cost of Goods Sold	
5-1215 · CONTRACTORS	3,218,727.74
5-1310 · MEDIA BUYING COST	9,070,038.07
5-1410 · PRODUCTION COST	1,381,025.01
Total COGS	13,669,790.82
Gross Profit	9,095,090.15
Expense	
6-1000 · Salaries	4,055,130.30
Office	221,643.50
Technology and communications	184,735.62
Marketing expenses	24,244.13
Professional expenses	228,772.93
Travel and entertainment	119,898.85
6-5160 · Emp Benefit and payroll expense	578,162.21
Taxes	86,876.33
Other Expense	45,824.54
Total Expense	5,545,288.41
Net Ordinary Income	3,549,801.74
Other Income/Expense	
Other Income	
8-1000 · Interest Income	22,245.71
Total Other Income	22,245.71
Other Expense	
9-1050 · Corp Taxes	421,190.00
9-1000 · Interest Expense	1,007.87
Total Other Expense	422,197.87
Net Other Income	-399,952.16
Net Income	3,149,849.58



Attachment E: Request for Proposal for Contractual Services Form

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.
NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. § 71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

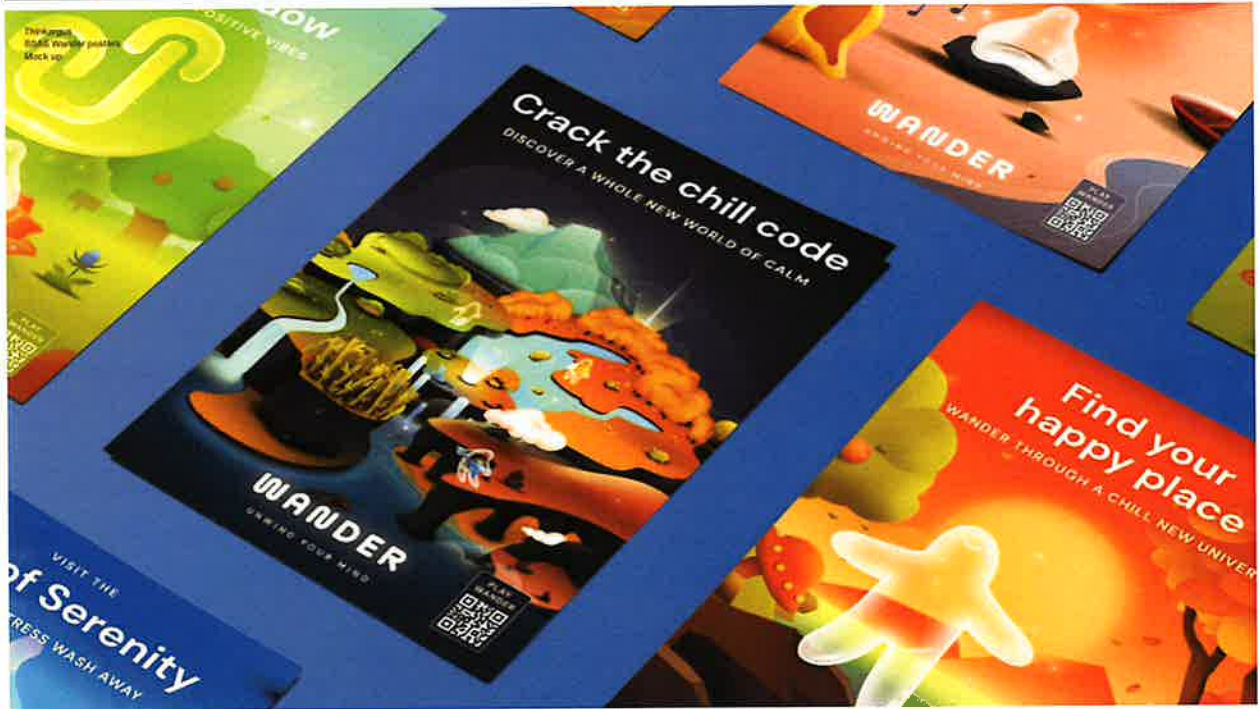
Table with 2 columns: Field Name and Value. Fields include BIDDER (ARGUS), COMPLETE ADDRESS (294 WASHINGTON ST, FLOOR 9), TELEPHONE NUMBER, FAX NUMBER, DATE (APRIL 18, 2024), SIGNATURE (handwritten), and TYPED NAME & TITLE OF SIGNER (CAITLIN DODGE, CEO).



Wander

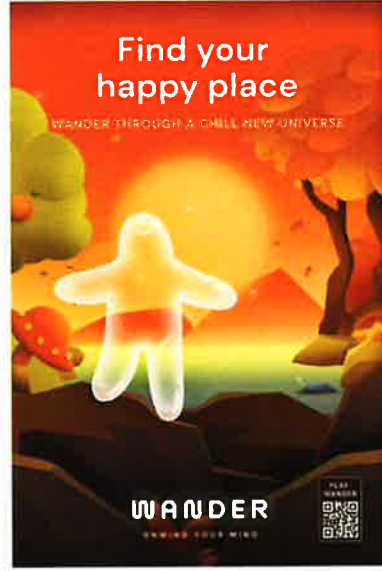
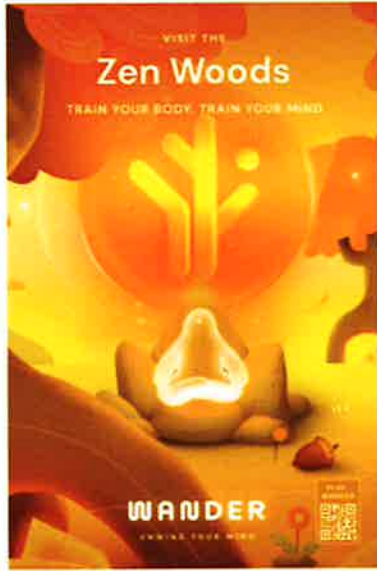
Mass DPH - BSAS

ARGUS



ARGUS

Thinkargus
BSAS Wander posters
Set 1



ARGUS



Thinkargus
BSAS Wunder website gameplay stills



ARGUS



988

Mass DPH

ARGUS

Display Ads
Banner
300 x 250
English & Spanish

English



Frame 1



Frame 2



Frame 3

Spanish



Frame 1



Frame 2



Frame 3

1

OOH
Convenient Store Posters



English 1a



Spanish 2a



English 3a

1

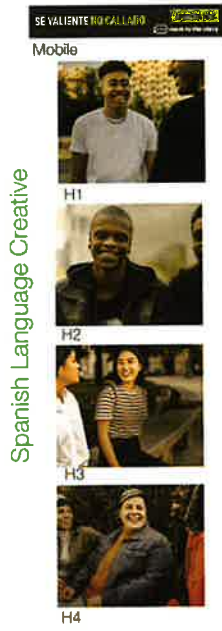
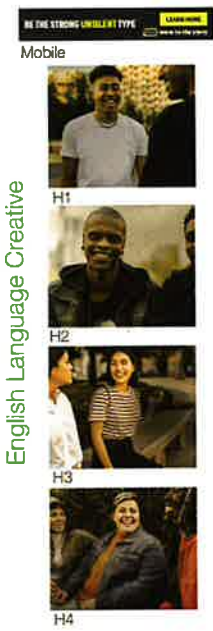
Highway billboards
Mock up



Strong Unsilent Type

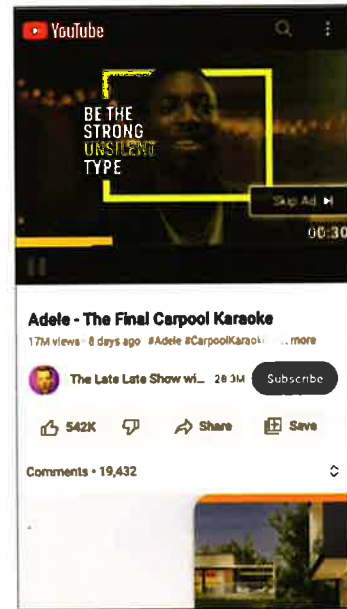
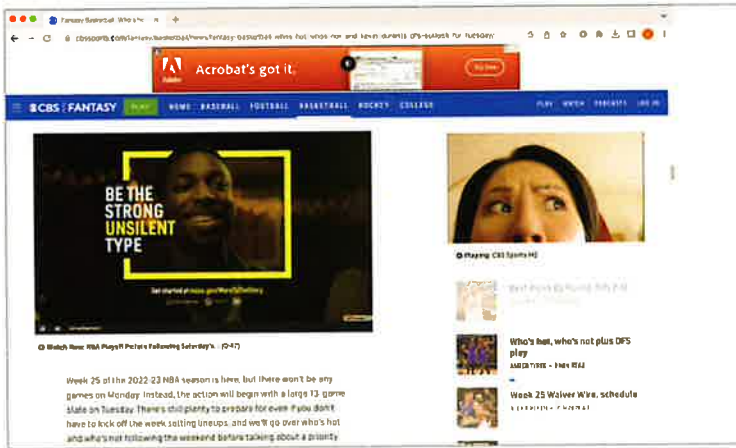
Mass DPH

ARGUS



7

English: Pre-Roll & YouTube



10

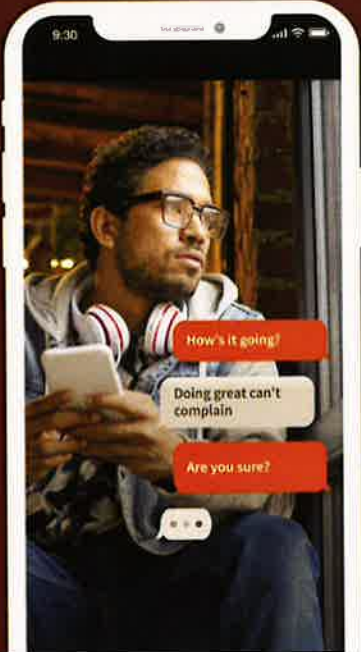
More to the Story

Mass DMH/DPH



<p>Do</p> <p>Be empathetic. Listen and put yourself in your friend's shoes. Maintain eye contact and validate their feelings by saying things like "that sounds hard, I'm sorry" or "I'm here for you."</p> <p>#moretothestory</p>	<p>Supporting a loved one with depression – Do's and Don'ts</p> <p>#moretothestory</p>	<p>Don't</p> <p>Give up. Be patient; your friend may not respond positively right away and it may take time for them to open up. Continue to check in and encourage them to seek help.</p> <p>#moretothestory</p>
<p>1</p> <p>Ask, Listen, Encourage, Check In. Ask how your friend is doing, listen to their concerns without judgement, and check-in regularly.</p> <p>#moretothestory</p>	<p>2</p> <p>Host group movie nights using Netflix, or join a livestream of an event that has a group chat function.</p> <p>#moretothestory</p>	<p>3</p> <p>Change your greeting habits. Hugging, kissing, shaking hands, etc. are all higher risk activities during a pandemic. Try simply waving instead.</p> <p>#moretothestory</p>
<p>Do</p> <p>Talk about it! Avoiding the topic makes it seem like depression is something to hide. It's not! Being open about it encourages conversation.</p> <p>#moretothestory</p>	<p>How to help a friend cope with stress or fear around COVID-19</p> <p>#moretothestory</p>	<p>Don't</p> <p>Think you can fix it. Being supportive doesn't mean fixing their problems. A person with depression often needs treatment to see improvement.</p> <p>#moretothestory</p>

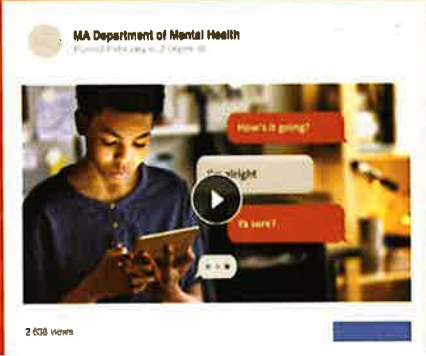
ARGUS



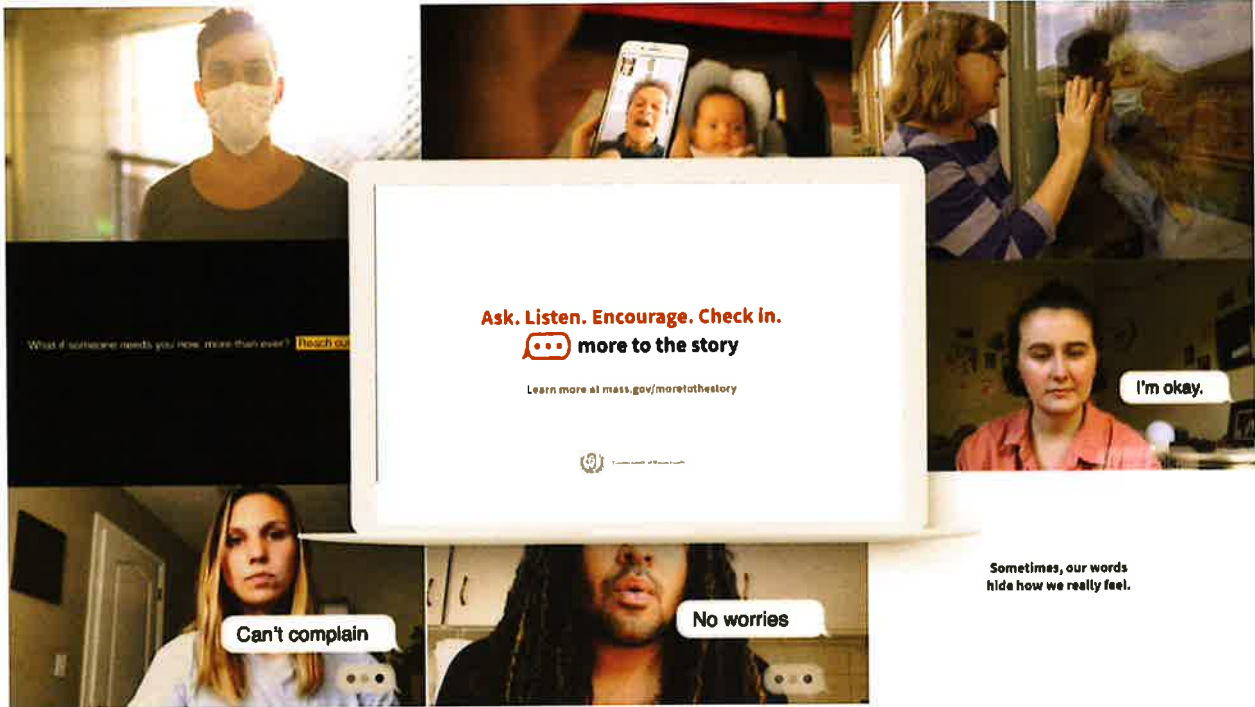
THERE COULD BE MORE TO THE STORY

Ask. Listen. Encourage. Check-in.
You don't have to be an expert to support a friend in a time of need.


0:05 0:30




MA Department of Mental Health
2,638 Views



What if someone needs you now, more than ever? health.ny.gov

Ask. Listen. Encourage. Check in.
 **more to the story**

Learn more at mass.gov/moretothestory

 MA Department of Mental Health

Can't complain

No worries

I'm okay.

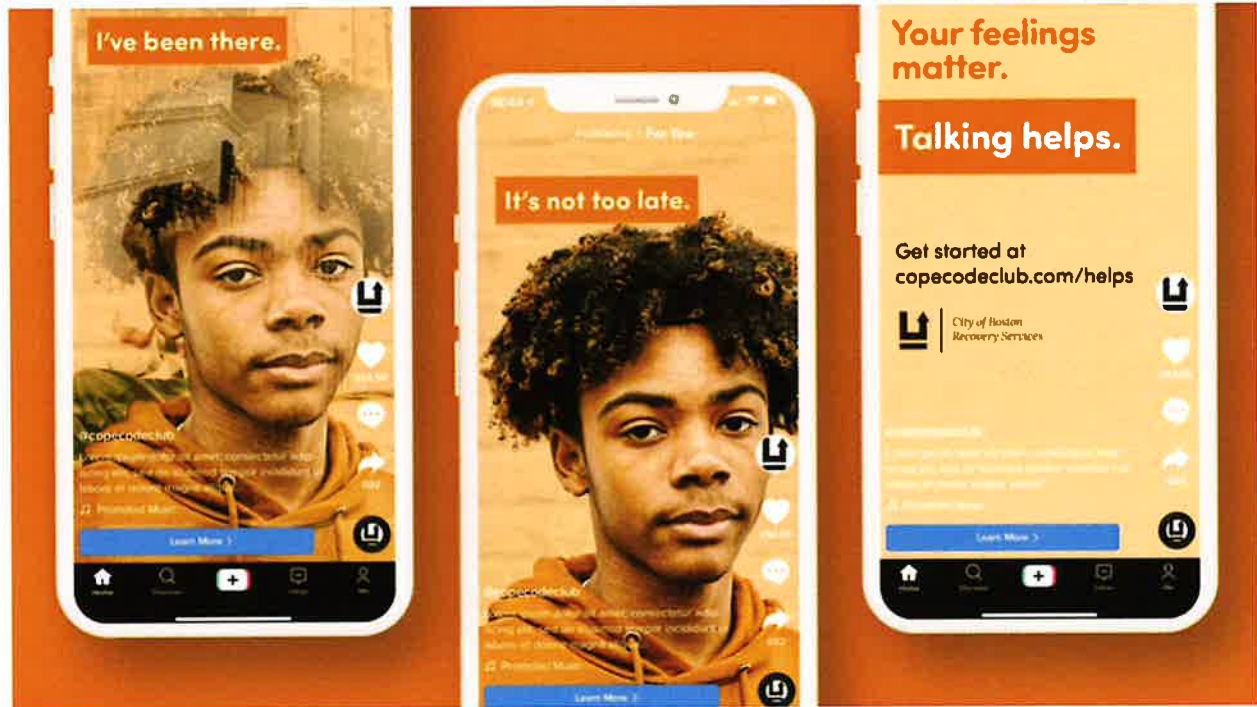
Sometimes, our words hide how we really feel.

CopeCode Club

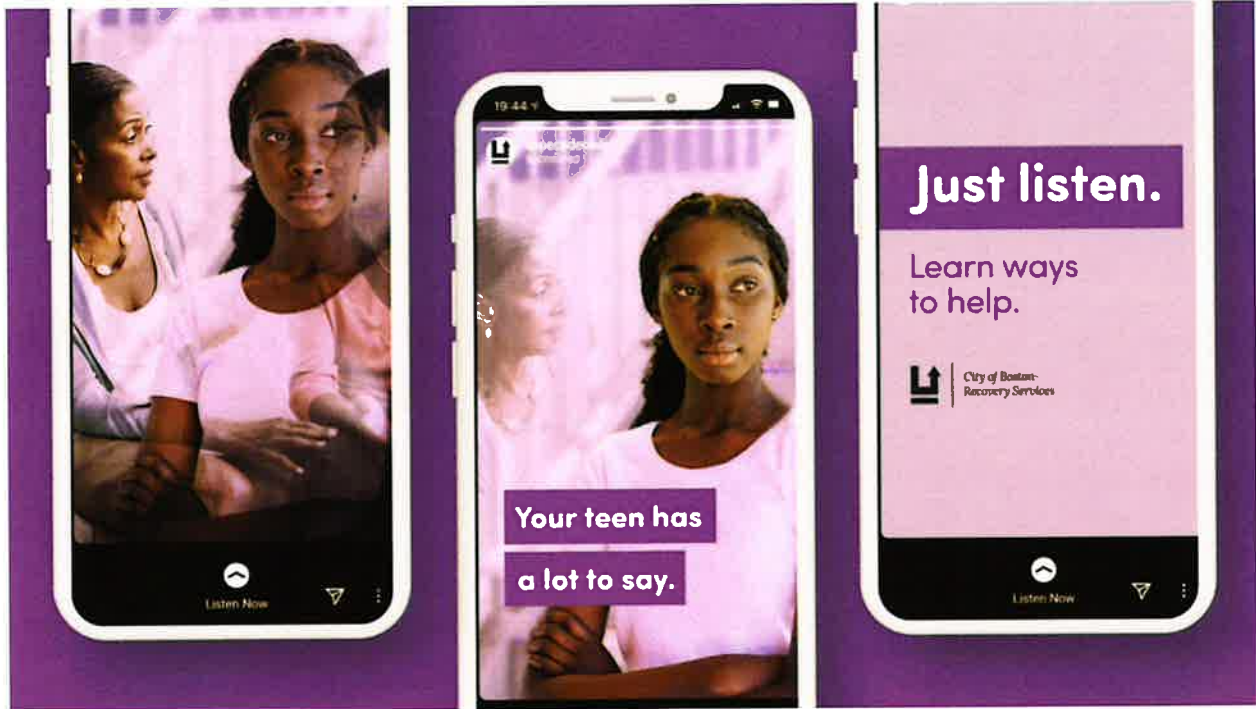
BPHC



ARGUS



ARGUS



Office of Problem Gambling

Mass DPH





Examples of Marketing Plans and Reports:

Please see examples of reports/marketing plans at this link, or by scanning the QR code below.:

https://www.dropbox.com/s/7w949a3j0maqira/Argus_workproduct041824.pdf?dl=0



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:
CD			

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 explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

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

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:
CD			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

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 shall remain fixed for the initial term of the contract. Requests for an increase must be submitted in writing to the Problem Gamblers Assistance Program 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:
CD			

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:
CD			

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 NPGAP

J. RECORD OF VENDOR PERFORMANCE

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

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:
CD			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

M. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
CD			Argus reserves the right, after a conversation with client, to temporarily cease work for non-payment outside of agreed upon terms of payment.

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:
CD			

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:
CD			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

P. INDEMNIFICATION

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

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.

Q. ASSIGNMENT, SALE, OR MERGER

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

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.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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.

T. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
 - g. Contractor intentionally discloses confidential information,
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,

3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 at any time during the term of the contract, the subcontractor's level of effort, tasks, terms of compensation including any discounts, fees or commissions, and time allocation shall be clearly defined and itemized in the bidder's proposal or in any later proposal for authorization to utilize a subcontractor. The Contractor shall agree that it will not utilize any subcontractors 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, subcontractor or employee of Contractor or a subcontractor.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:
CD			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or

individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

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

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:
CD			

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:
CD			

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 one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and 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 AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, subcontractors, 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 noncontributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included

Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Nebraska Gamblers Assistance Program
RFP # NPGAP2024.1
Email: david.geier@nebraska.gov
Attention: David Geier

Nebraska Gamblers Assistance Program
700 South 16
Lincoln NE 68508

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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:
CD			

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. ADVERTISING

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

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.K.3 (below) and such ICT is intended to be directly

interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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.

O. TIME IS OF THE ESSENCE

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted monthly and shall include an itemized list of the service describing the type of service, date of the service, names or job titles of the individuals providing the service, amount of time spent on the service, billing rate for the service, itemized list of any expense for which reimbursement is requested. If reimbursement for any subcontracted service is requested, the invoice shall include the same itemization for the subcontracted service. 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:
CD			

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 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.

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CD			

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 3% (three percent) 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.