

ORIGINAL

CLARK CREATIVE GROUP

NEBRASKA COMMISSION ON PROBLEM GAMBLING RFP

RFP# NPGAP 2024.1

David Geier
Nebraska Commission on Problem Gambling
700 South 16th ST.
Lincoln, NE 68508

April 18, 2024

RFP# NPGAP 2024.1

DEAR MR. GEIER:

Please accept this letter of interest and proposal for a Multimedia Marketing Services Campaign from Clark Creative Group.

We are excited about this opportunity because creating awareness campaigns has been our area of expertise for the past 30 years. Your message is an important one and we have the right experience to develop a campaign that resonates with Nebraska residents.

Established in 1992, Clark Creative Group is a full-service advertising, marketing and public relations agency with a solid track record of successful campaigns and 18 full-time team members. Key agency accounts include Visit Omaha (Omaha Convention & Visitors Bureau), Metropolitan Community College, Nebraska State Education Association, Health Center Association of Nebraska, Security National Bank, Thermal Services, Valentino's, Habitat for Humanity and Siena Francis House.

Clark Creative Group's philosophy is that successful marketing comes from the ability to interpret research and develop strategic plans with original ideas, strong execution and a solid media strategy. When you partner with Clark Creative Group, you get a strong and reliable account team with the experience to achieve your goals.

If chosen for this assignment, we can personally assure you that your deliverables will be extremely well done, seamlessly executed, delivered on time and billed exactly to budget. Melanie Clark will be your account executive and will personally see to it.

Thank you for considering Clark Creative Group for this exciting opportunity.



Melanie Morrissey Clark

President,
Clark Creative Group



Fred Clark

President,
Clark Creative Group

EXECUTIVE SUMMARY

Clark Creative Group has been delivering original creative, branding and measurable results for clients since 1992. Owners Fred and Melanie Clark lead a team of 18 talented professionals dedicated to research-based, cutting-edge, creative communication, client collaboration and exemplary customer service.

We are a full-service marketing firm offering creative development, media placement services, video production, content creation, copywriting, art direction and graphic design.

We are experienced at creating and implementing these types of public service and awareness campaigns and have the team in place to accomplish your goals in the timeline outlined in your RFP.

With 30 years in business, we have a long track record of success, and our longevity extends to both our clients and our team. Many of our clients have been with us 10-plus years, which in the world of marketing is a remarkably long time. We are also widely known in our industry as a great place to work, which is why most of our team has been with us 10-plus years. This kind of track record allows us to work more effectively and efficiently for our clients.

We have a reputation for our expertise in coordinating and producing public education campaigns with targeted, effective messaging. We believe the quality of production should reflect the quality of the institution, and that messages are more impactful when the overall brand, graphic elements, video products, campaign messaging and marketing strategy are part of the big picture.

There are several things that distinguish Clark Creative Group from its competition and make us the right fit for your campaign.

1. Extensive experience in creating public service campaigns. We have been producing multifaceted and multi-platformed awareness and public service campaigns for 30 years, including for the following clients: Metropolitan Community College, Omaha Convention and Visitors Bureau (Visit Omaha), Nebraska State Education Association, Health Center Association of Nebraska, Omaha Home for Boys, First Five Nebraska, Omaha Public Schools (Yes to OPS Bond Issue 2014 & 2018), Civic Nebraska, I Be Black Girl, Nebraska Broadcasters Association, University of Nebraska Public Policy Center, and the Nebraska Career Education and Innovation Foundation.

All of our campaigns are multifaceted and seek to reach various populations, including underserved, Spanish-speaking and rural communities, as well as residents in both cities and suburbs. We understand how to create messaging that resonates across each of these target markets.

2. Strong creative, design and messaging. Creative isn't just our middle name; it's our entire philosophy. Thanks to advances in technology, our industry has changed dramatically over the past decade, but one thing remains the same: Unless you have a strong, enticing message that speaks directly to your target audience, advertising won't get you results, no matter where you place it or how many dollars you put behind it. Because we pair our strong messaging with a solid graphic design team led by a 20-year design expert, we often exceed client expectations..

- 3. Media prowess.** Our in-house media department employs the latest technology and research to plan, negotiate, purchase and track media. As one of the largest media placement agencies in the region, Clark Creative Group has solid negotiating power, and provides clients with demographic and psychographic research, competitive audits and post-campaign reporting that includes completion reports, post-schedule audits, digital campaign reports and analytics. Whether building awareness about an important issue or driving traffic to a website, research is a key component in our media planning process. It helps us determine the primary target audience and how best to reach them. By understanding consumer habits and media consumption, we maximize media spending and give our clients a more efficient return on investment.
- 4. In-house video production department,** including a professional camera rig, LED lights, and audio gear. All footage is edited using our 2-bay Adobe Creative Cloud suites, which can handle 4K editing, visual effects and motion graphics. This ensures our clients receive the best video production value, and edits and revisions to video projects take hours instead of days. We also rely on cutting-edge collaboration platforms to allow clients the opportunity to be a part of the production process in person or online.
- 5. Experience marketing to diverse demographics,** including underserved and marginalized populations. Key demographics for many of our clients include Hispanic and Latino communities, and we have created and placed Spanish language campaigns in television, radio, digital, social and print for Metropolitan Community College, Health Center Association of Nebraska, Siena Francis House, Metro Credit Union, Wayne State College, Nebraska State Education Association, Nebraska Organ Recovery, First Five Nebraska and more. We have also produced assets in other languages, such as Sudanese, and have resources to accomplish this.
- 6. Unparalleled Customer Service.** We are known in our industry for responding promptly to all client requests in a timely manner, for being proactive and anticipating needs, and for always meeting deadlines. Our account team works closely with your team, updating and presenting ideas along the way. Project status updates are sent to ensure accuracy and to adhere to timelines. We also have a strict quality control policy that is applied to every piece of work before it leaves our doors and makes an impact on your goals and intended audience.

Clark Creative Group Advantages

- Experience telling stories and creating messaging for public service efforts
- Public service efforts are prioritized
- Discounts for public service efforts and nonprofits
- Experienced in-house media strategists and buyers
- In-house post-production & editing
- Professional and experienced crew on set
- In-house high-definition production equipment
- In-house creative, storytelling and copywriting team
- In-house highly experienced graphic design team for video, print and digital graphics
- In-house video animation team
- Reputation for delivering products on time and on budget
- Flexible scheduling for filming



PROJECT
REQUIREMENTS



1. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Clark Creative Group
514 S. 13th Street
Omaha, NE 68102
402-345-5800 (phone)
402-345-4858 (fax)

Clark Creative Group is an S-Corporation owned by Fred and Melanie Clark. The company was established in 1992 and has operated under the same name since its inception.

Federal Tax I.D. 47-0777249

B. FINANCIAL STATEMENTS

Clark Creative Group is a full-service marketing agency with 18 employees. We have been in business for 30 years with average annual billings of \$6 million. The agency serves an average of 15 active clients each year, many of whom have been with us for more than a decade. We specialize in statewide education and awareness campaigns. Our services include creative development, graphic design, video production and media placement. We are also known for our excellent customer service.

We have banked with C.L. Landen at Security National Bank in Omaha for 30 years, and he can serve as a financial reference.

C. CHANGE OF OWNERSHIP

There is not an anticipated change of ownership in the next 12 months.

D. OFFICE LOCATION

The Clark Creative Group office is located at 514 S. 13th St., Omaha, NE, 68102

E. RELATIONSHIPS WITH THE STATE

Clark Creative Group has not had any contracts with the State of Nebraska in the past 3 years.

F. BIDDER'S EMPLOYEE RELATIONS WITH THE STATE

No parties named in this proposal have had a relationship with the State of Nebraska in the last 12 months.

G. CONTRACT PERFORMANCE

Clark Creative Group has not had any contract terminated for default during the past 5 years.

H. CORPORATE EXPERIENCE

The following describe Clark Creative Group's experience providing services for projects similar to the State's request for marketing services.

**Metropolitan Community College (MCC)****Marketing & Advertising Services Role:** Prime Contractor**Time Period of Project:** January 2010 - present**Scheduled Start:** January 2010**Scheduled End:** ongoing**Planned Budget:** \$1,500,000**Actual Budget:** \$1,480,000*(Varies by year, using 2023 as example)*

Responsibilities: Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish across a variety of media platforms aimed at a variety of target markets in an effort to brand MCC as the secondary education choice for the jobs of tomorrow and to increase enrollment in MCC programs. Clark Creative Group is the Prime Contractor.

To achieve the goals outlined in MCC's marketing plan, we provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

Each year, Metropolitan Community College's enrollment continues to increase, as does the awareness of the college's many offerings.

Primary Contact:

Nannette Rodriguez

College Marketing Officer, Office of Marketing and College Recruitment

nmrodriguez@mccneb.edu

(p) 531-622-2733

(f) N/A

**Health Center Association of Nebraska (HCAN)****Marketing & Advertising Services Role:** Prime Contractor**Time Period of Project:** March 2013 - present**Scheduled Start:** March 2013**Scheduled End:** Ongoing**Planned Budget:** \$794,000**Actual Budget:** \$794,000*(Varies by year, using 2022 as example)*

Responsibilities: Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish, across a variety of media platforms, aimed at target markets across Nebraska, in order to raise awareness around open enrollment on the Health Care Exchange, changes in Medicaid, the importance of health care screenings and more. Clark Creative Group is the prime contractor.

To achieve these goals for HCAN, we provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

HCAN campaigns are awareness campaigns with calls to action typically centering around visits to the website for more information and calls to clinics for assistance. When the campaigns are running, engagement is high, with calls and walk-ins to the health centers increasing on average 22%. Patients cite radio as the primary reach medium, with billboards a close second.

Primary Contact:

Angela Lindstrom
MSIMC Integrated Marketing Director
ACL@hcanenebraska.org
(p) 402-932-3147
(f) N / A

**Nebraska State Education Association****Marketing & Advertising Services Role:** Prime Contractor**Time Period of Project:** January 2005 - present**Scheduled Start:** January 2005**Scheduled End:** Ongoing**Planned Budget:** \$300,000**Actual Budget:** \$300,000

Responsibilities: Clark Creative Group provides full-service advertising and marketing services by developing and implementing integrated, multi-channel campaigns in both English and Spanish across a variety of media platforms aimed at a variety of target markets in an effort to educate state residents about the value of Nebraska public schools and public school teachers. Clark Creative Group is the Prime Contractor.

To achieve the goals outlined each grant, we have provide the following services:

- Strategy Development
- Messaging Development
- Creative Development
- Creative Production
- Media Planning, Negotiation and Placement
- Analytics and Reporting
- Account Service

These awareness campaigns are measured by website visits and viewer engagement on digital platforms, with high success.

Primary Contact:

Karen Kilgarin

Director of Communications and Public Affairs

Nebraska State Education Association

karen.kilgarin@nsea.org

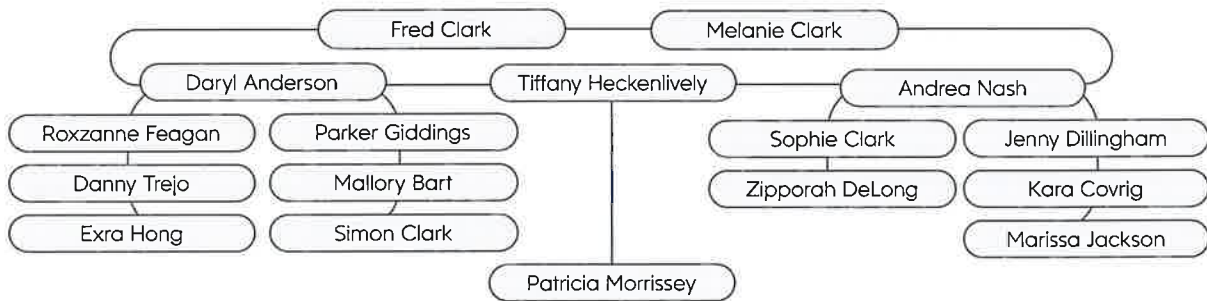
(p) (402) 475-7611

(f) N/A

I. SUMMARY OF PROPOSED PERSONNEL/MANAGEMENT APPROACH

When you work with Clark Creative Group, you always get the "A" team. Whether for profit or nonprofit, you always get personalized attention from experienced professionals, which results in unparalleled creative and solid tactical strategies.

Below are biographies for each team member who would work on this campaign. Each person's skills, education and past employment are detailed in the bios, and links to each team members LinkedIn profile is provided to serve as the resume.



FRED CLARK | PRESIDENT | CREATIVE DIRECTOR

(BS IN MARKETING, NORTHWEST MISSOURI STATE)

Clark Creative Group's President Fred Clark sits at the center of all things creative. As an art-lover who started out in broadcast television, and as Clark Creative Group's creative engine, Fred hasn't stopped cultivating and producing original ideas since the day CCG opened its doors in 1992. Whether developing marketing strategies, branding companies, directing on-location filming, or writing scripts, Fred's innovative touch is unlimited and infectious. Before CCG, Fred entered the marketing world with prior employment at American Heritage Cablevision (1980 – 1983), United Cable (1983 – 1986), Misner Advertising (1986-1988) and Culver & Associates (1988 – 1992). Fred would lead creative development and video direction for this campaign.

[in https://www.linkedin.com/in/fred-clark-b62a9811/](https://www.linkedin.com/in/fred-clark-b62a9811/)

MELANIE MORRISSEY CLARK | PRESIDENT | ACCOUNT EXECUTIVE

(BS IN COMMUNICATIONS, UNIVERSITY OF NEBRASKA AT OMAHA)

As co-president of the agency, Melanie has steered Clark Creative Group through decades of successful business. An experienced copywriter, strategist and senior account executive, her industry experience propels her to produce exceptional communication solutions for clients and to provide each with exemplary customer service. Melanie's passion is to give back to the community, which is why she has served on the boards of directors of many nonprofit organizations over the past 25 years, including: Inclusive Communities, Women's Fund of Omaha, Girls Inc., CASA for Douglas County, YWCA Omaha, Voices for Children, Omaha Girls Rock, Children's Respite Care Center and Phoenix Academy. Previous employment includes a position as Editor in Chief with J&J Publications in Omaha (1988-1992) prior to starting the agency in 1992. Melanie would serve as account executive and agency contact for this campaign.

[in https://www.linkedin.com/in/melanie-clark-aalb4a25/](https://www.linkedin.com/in/melanie-clark-aalb4a25/)



DARYL ANDERSON | VICE PRESIDENT OF CREATIVE SERVICES

(BFA WITH CONCENTRATION IN GRAPHIC DESIGN/ADVERTISING, NORTHWEST MISSOURI STATE)

As an industry veteran with 25 years of experience, Daryl Anderson runs a tight ship in our creative pit, and his creative edge is beyond razor-sharp when it comes to design, branding, strategy and marketing trends. Daryl recently celebrated two decades with Clark Creative Group and is responsible for more successful branding and marketing campaigns than we can count. Daryl is a C Level Brand Specialist and is also READI Certified (Respect, Equity, Access, Diversity and Inclusion) through Inclusive Communities. Daryl would direct and develop all graphic design for this campaign.

[in https://www.linkedin.com/in/daryl-anderson-934013a/](https://www.linkedin.com/in/daryl-anderson-934013a/)

ANDREA NASH | VICE PRESIDENT OF MEDIA SERVICES

(BA IN JOURNALISM WITH CONCENTRATION IN ADVERTISING/PR, MIDLAND UNIVERSITY)

Andrea is our in-house media expert, and she just celebrated 16 years with Clark Creative Group. Her knack for organization and accuracy has helped to hone her exemplary skills in planning, placing, and auditing media – from traditional to digital and everything in between. Before she joined CCG, Andrea began her career at Cox Media as a Media Account Coordinator. Talk of rating points, demographics, rate cards, digital stats and cost-per-points fills her daily vocabulary, which is why the media plans she puts together for our clients are always efficient and highly effective. Andrea would lead all media planning, placement and monitoring for this campaign.

[in https://www.linkedin.com/in/andrea-nash-550605a/](https://www.linkedin.com/in/andrea-nash-550605a/)

JENNY DILLINGHAM | MEDIA BUYER

(BA IN SPEECH COMMUNICATIONS, CORNELL COLLEGE)

When it comes to paid media in this market, nobody knows the landscape better than Jenny. She has been planning and buying media for nearly 30 years, and has witnessed, and rolled with, the many changes those decades have brought to the industry. Her previous experience includes her roles as Media Director and Marketing & Sales Distribution Director at Nebraska Loves Public Schools and Marketing Analyst Manager at International Gaming Technologies. Always anxious to be on the cutting edge of what's next, Jenny is an expert not only in traditional media, such as TV and Radio, but in all digital media, too. Jenny would assist Andrea in all statewide media functions and provide digital stat reports for this campaign.

[in https://www.linkedin.com/in/jenny-dillingham-93b6b63/](https://www.linkedin.com/in/jenny-dillingham-93b6b63/)

MARISSA L. JACKSON, ASSISTANT MEDIA BUYER

(BA IN ADVERTISING & PR, TMTD COMMUNICATIONS, UNIVERSITY OF NEBRASKA LINCOLN)

With skills in creative strategy, communication, event management, and market research- Marissa has become a vital asset in the advertising industry. Her love for creativity drives her on a daily basis to learn new ways to reach her target audience and prospective clients. After attending the University of Nebraska Lincoln and earning her certificate in Event & Wedding Planning at Metropolitan Community College, Marissa worked in sales and customer service. Before joining Clark Creative Group, she worked with clients such as Scooter's Coffee, Godfather's Pizza, Fun-Plex and La Casa Pizzeria, in her role at Eleven Twenty Three Advertising.

[in https://www.linkedin.com/in/marissa-l-jackson-161447147](https://www.linkedin.com/in/marissa-l-jackson-161447147)

DANNY TREJO | ART DIRECTOR

(BA IN STUDIO ART WITH CONCENTRATION IN GRAPHIC DESIGN, UNIVERSITY OF NEBRASKA AT OMAHA)

Art Director Danny Trejo has exactly what Clark Creative Group always looks for in a graphic designer: innate design sensibilities combined with the ability to think outside the box. Prior to CCG, Danny began his graphic design journey as a design intern at National Indemnity. His illustration skills are superb, and he brings to the table a solid knowledge of all phases of the design and branding process, from concept to completion. And when a creative challenge presents itself? Danny dives right in to find alternative solutions. Danny would assist Daryl in producing all graphic design elements for this campaign.

[in http://linkedin.com/in/danny-trejo-949b35176](http://linkedin.com/in/danny-trejo-949b35176)

EZRA HONG | GRAPHIC DESIGNER

(BFA IN GRAPHIC DESIGN, UNIVERSITY OF NEBRASKA AT LINCOLN)

Ezra is a graphic designer with a passion for branding and enjoys creating expressive graphics with unique color palettes. Ezra's previous work experience includes work for Bailey Lauerman as well as a contract designer for Omaha Steaks. Her branding experience transcends many mediums including apparel, merchandise, social media, mobile apps and more. Ezra would assist Daryl in producing all design elements for this campaign.

[in https://www.linkedin.com/in/ezra-hong-4aa127137/](https://www.linkedin.com/in/ezra-hong-4aa127137/)

KARA COVRIG | TRAFFIC MANAGER

(B.S. IN ADVERTISING AND M.S. IN ORGANIZATION LEADERSHIP, WAYNE STATE COLLEGE)

In the agency world, traffic is one of the most important jobs, and Kara is the best traffic manager around. An organizational guru, she makes managing traffic deadlines and checking every detail when placing orders look easy. Her past media experiences include working as an Account Coordinator at Cox Media, an Account Executive at Clear Channel Radio and a Senior Account Manager at Signal 88. Her keen attention to detail ensures client placement runs exactly as it should, with both the correct creative and budget. Kara also leads our social media team and keeps on top of trends and changes in both paid social media placement and unpaid social media posts. Kara will be managing media traffic for this campaign.

[in https://www.linkedin.com/in/kara-covrig-m-o-l-422a4a13/](https://www.linkedin.com/in/kara-covrig-m-o-l-422a4a13/)

MALLORY BART | VIDEO EDITOR

(BS IN COMMUNICATION, UNIVERSITY OF NEBRASKA AT OMAHA)

When it comes to video, Mallory brings the whole package to any project. One day you can find her on set at a video shoot—and the next day she'll be hard at work in our in-house studio, creating, cutting and distributing television spots and videos like a pro. Mallory keeps our video editing suite organized, and always delivers projects expertly and on time. Prior experiences include a photojournalism internship at University of Nebraska at Omaha's newspaper *The Gateway*, filming for UNO's *Omaha News* and serving as a radio show host at UNO's MavRadio (KVNO). Mallory will handle filming and video editing for this campaign.

[in https://www.linkedin.com/in/mallorybart/](https://www.linkedin.com/in/mallorybart/)



PARKER GIDDINGS | CINEMATOGRAPHER | VIDEO EDITOR

(ASSOCIATES IN APPLIED SCIENCE, EMPHASIS IN VIDEO & AUDIO COMMUNICATIONS, METRO COMMUNITY COLLEGE)

A jack-of-all-trades, Parker serves as our Cinematographer and Video Editor and is our right-hand man for all things film and production. Parker has an eye for cinematography and for getting the best shots on set, and his flexibility, attention to detail and fun-loving spirit make him an integral part of our video team. On the editing side, Parker specializes in video animation, working closely with our graphics team to deliver stellar animated products that effectively communicate the message. Before he joined Clark Creative Group, Parker worked as a nationally-certified pharmacy technician. Parker will handle filming and video editing for this campaign.

[in https://www.linkedin.com/in/parker-giddings-370883152/](https://www.linkedin.com/in/parker-giddings-370883152/)

SOPHIE CLARK | COPY WRITER | SOCIAL MEDIA MANAGER

(BFA IN CREATIVE WRITING AND BA IN ENGLISH, UNIVERSITY OF NEBRASKA AT OMAHA)

Sophie is one of those rare individuals who is talented at all creative endeavors – such as copywriting and content creation – yet also understands strategy and digital and social media. Whether it's big picture or all in the details, Sophie just has a magical way of making it happen. Sophie's prior marketing experience includes communication positions with Union Pacific and Walnut Radio (KOMB). Sophie will serve as copy writer and social media manager for this campaign.

[in https://www.linkedin.com/in/sophie-clark-2b5b80158/](https://www.linkedin.com/in/sophie-clark-2b5b80158/)

ZIPPORAH DELONG | SOCIAL MEDIA SPECIALIST

(MS IN STRATEGIC MARKETING FROM BELLEVUE UNIVERSITY AND
BFA IN 3D ANIMATION FROM THE ROCK MOUNTAIN COLLEGE OF ART & DESIGN)

Zip is a lifelong creative who loves working with social media. Her wide-range of experience in both marketing and design ranges from photography and fine art to animation/video and graphic design. She considers every social media feature an opportunity to use all her creative power and always rises to every challenge.

[in https://www.linkedin.com/in/zip-delong/](https://www.linkedin.com/in/zip-delong/)

TIFFANY HECKENLIVELY | CHIEF FINANCIAL OFFICER

(BS IN ACCOUNTING, DES MOINES AREA COMMUNITY COLLEGE)

They say money can't buy happiness, but sensible money management can help. Tiffany's happy persona and unmistakable charm, along with her wealth of knowledge of the advertising industry, make her an accounting guru. Prior to her nineteen years at Clark Creative Group, Tiffany honed her finance skills as an Assistant Controller at Integer Group. Tiffany will manage all finances for this campaign.

[in https://www.linkedin.com/in/tiffany-heckenlively-3b3766b/](https://www.linkedin.com/in/tiffany-heckenlively-3b3766b/)

J. SUBCONTRACTORS

Clark Creative Group handles all creative, production and media placement in-house and will not have a need for subcontractors.



PROJECT DESCRIPTION
& SCOPE OF WORK

II. PROCESS FOR PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN

i. PROCESS FOR DEVELOPING MARKETING PLANS

First and foremost, it's all about developing and implementing a successful campaign that elicits results.

We start by doing a deep dive into the issue. We want to understand why it exists, how it came about and who it impacts. This includes understanding the background of the issue and whether it has a larger scope in the national landscape. We conduct research and study similar campaigns in other states. Our entire team becomes experts on the issue.

Next, we gain an understanding of the campaign team. We want to know the key players and each of their roles, both inside and outside our agency. We help determine the best method of communication and engage with the campaign team frequently. We understand these types of campaigns are a collaborative effort, and good communication is key.

The next step is to develop the overall campaign strategy. During this time, we determine the best approach, the goals and objectives, timelines and budgets. We then determine key message points. These become the driving force behind all creative campaign elements.

Next comes development of the media strategy. Having placed media in Nebraska for more than 30 years, we know the nuances for reaching specific targets and have the contacts to place media efficiently and effectively. Based on research, we determine the primary targets. We then study the targets to determine the complexities of each media market, including evaluating demographics to determine the best placement strategy.

Once the media strategy is determined and the creative elements are produced and approved, we implement the strategy. We then monitor the media and creative on all media channels and adjust where needed for greater impact. Despite a well-conceived strategy, we fully understand that, during the course of a campaign, things can change. We are nimble and able to adapt and adjust at a moment's notice.

ii. PROCESS TO ANALYZE THE MARKET

Clark Creative Group always analyzes current market trends prior to finalizing campaign strategy. Depending on budget, we are able to do this informally utilizing internal resources or more formally by partnering with research firms like MSR Group and Wiese Research Associates. This process is highly individual due to factors like campaign lead-time, budget, access to previously contracted research and client goals. We make sure this is a balanced approach. For example, the research commissioned could be robust and exhaustive, but if it pulls too much from the state-wide media campaign, we must take the cost-benefit into account.

Clark Creative Group brings the following research and data to the table for no additional cost to client.



DATA ANALYSIS INFORMS MEDIA STRATEGY

Our team members are experts at taking in relevant data, and using it to inform our media and campaign strategy executions.

Clark Creative Group has the following research resources at our disposal:

- Nielsen Media Research (radio and digital audience measurement and research)
- ComScore Media Services (television, digital and demographic measurement and research)
- Freewheel (formerly Strata) Media Software (media analysis tool and market data)
- Scarborough, Tapscan, KANTAR, SQAD, Marshall Marketing (provides qualitative information, buying habits and competitive spending data)
- Google Analytics
- Sprout Social

iii. DEVELOPING THE MEDIA MIX

For us, media planning means we find your audience and engage them with your brand. Data fuels this accuracy. Focused media strategy maximizes the efficiency of your budget. Whether your audience is a single decision maker, or several million end users, we'll find them and put you front and center. There's no textbook; it's an individual, holistic process. Our media team evaluates all aspects of client goals, industry trends, data, analytics, market trends and media consumption to inform a solid omni-channel strategy. Forming a cohesive media strategy enables us to deliver a media plan with key client goals in mind.



iv. MARKETING PLAN EXAMPLE

RO CLARK CREATIVE GROUP

Awareness Campaign 2023-2024

The following is a media proposal to educate Nebraskans about the [REDACTED] ahead of the 2024 May Primary and November General Election. This proposal is built to scale up if necessary. To scale down, we may need to truncate flight and/or limit media tactics.

Below are goals and objectives, media recommendations and cost estimate. We have the capacity to start work on this campaign immediately.

CAMPAIGN GOALS

- Educate Nebraska voters on [REDACTED]
- Build awareness around [REDACTED]

CAMPAIGN OBJECTIVES

- Develop and implement a paid media strategy to include television, radio, print, digital and paid social media
- Create messaging for campaign elements for the Primary and General Election cycles

MEDIA RECOMMENDATIONS

Target Audience

- Adults 18+; Spanish and English language

Target Media Market

- Statewide Nebraska

Flight Dates

- **Phase 1:** [REDACTED]
November 2023–January 2024; 8 weeks flighted
- **Phase 2:** [REDACTED]
January 2024 – May 10, 2024
- **Phase 3:** [REDACTED]
June 2024–July 2024; 8 weeks flighted
- **Phase 4:** [REDACTED]
August 2024–November 5, 2024


MEDIA STRATEGY

A combination of Spanish and English language radio, TV, print, digital media and paid social media will reach our target audience with a message encouraging them to become familiar with the [REDACTED] changes.

Radio - Radio will serve as the primary frequency medium. Nielsen ratings will be used to determine English and Spanish station selections to most effectively reach the target audience.

CLARK CREATIVE GROUP

**iv. MARKETING PLAN EXAMPLE**

CLARK CREATIVE GROUP3

PHASE 2: January 2024-May 2024 Primary Election; 16 weeks flighted

Statewide Radio: \$64,000

- > Radio will continue throughout the Primary phase on targeted English and Spanish radio across the state.
- > Flight Dates: 16 weeks flighted; 8 weeks 'on'
- > Weekly GRPs: 75

Statewide Television: \$35,000

- > Flood Network: Telemundo & News Channel Nebraska (NCN)
- > Spanish & English language video assets will run on Telemundo and News Channel Nebraska (NCN).
- > Markets: Statewide Nebraska
- > Flight Dates: Jan '24 – May '24 (increasing frequency leading up to May Primary Election); 16 weeks flighted.

Broadcast TV: \$60,000

- > Select programming on large-signal broadcast stations around the state including KETV, WOWT (Omaha); KOLN, KHAS (Lincoln-Kearney-Hastings-Grand Island); KNOP (North Platte); KSTF, KGWN, NGWN (Scottsbluff/Chadron); KTIV (Sioux City).
- > Markets: Omaha, Lincoln, Kearney/Hastings/GI, South Sioux City
- > Flight Dates: Jan '24 – May '24 (increasing frequency leading up to May Primary Election); 16 weeks flighted.

Digital Display/Video: \$22,5000

- > Digital Display/Video targeting Adults 18+ will be included to increase overall reach of the campaign – especially to younger Nebraskans.
- > Markets: Statewide Nebraska
- > Estimated Impressions: 1,406,250
- > Flight Dates: Jan '24 – May '24 (increasing frequency leading up to May Primary Election); 16 weeks flighted.

Paid Social – Facebook & Instagram: \$10,000

- > Goal & KPI: Reach
- > Target: Adults 18+
- > Geo: Entire State of Nebraska
- > Flight Dates: January '24 – May '24 Primary Election; 16 weeks
- > Estimated Audience: 1,300,000-1,500,000
- > Estimated Daily Reach: 43,000-125,000

PHASE 3: June 2024-July 2024; 8 weeks


Statewide Radio: \$63,750

- > Radio will continue at a maintenance level leading up to the early voting request time-frame in July '24.
- > Flight Dates: 8 weeks flighted; 6 weeks 'on'
- > Weekly GRPs: 100
- > Statewide Newspaper: \$5,300
- > Display Ads in 152 Daily/Weekly Newspapers across the state. (Excludes OWH & LJS)
- > Circulation: 233,128
- > Size: 2"x6" B/W
- > Total Insertions: 2

CLARK CREATIVE
GROUP



iv. MARKETING PLAN EXAMPLE

 CLARK CREATIVE GROUP 4

Spanish Newspaper: \$6,500

- > Size: 1/2 page, B&W
- > Total Insertions: 1 per publication
- > Publications:
 - Mundo Latino Central (Grand Island, Kearney, Lexington, Hastings, Crete, Schuyler, Columbus, Madison, Norfolk), Mundo Latino Siouxsland (South Sioux City, Dakota City, Wakefield, Sioux City, Storm Lake), Mundo Latino Omaha (Omaha, Bellevue, Council Bluffs, Lincoln, Fremont), El Perico (Omaha), Buenos Dias Nebraska (Grand Island) and Que Pasa (Lexington).

Paid Social – Facebook & Instagram: \$5,000

- > Goal & KPI: Reach
- > Target: Adults 18+
- > Geo: Entire State of Nebraska
- > Flight Dates: June '24 – July '24; 8 weeks
- > Estimated Audience: 1,300,000-1,500,000
- > Estimated Daily Reach: 49,000-142,000

PHASE 4: August 2024 – November 2024 General Election

Statewide Radio: \$64,000

- > A final 6-week radio push will run prior to the November '24 General Election.
- > Flight Dates: Aug '24 – Nov '24; 14 weeks; 8 weeks 'on'
- > Weekly GRPs: 75

Statewide Television: \$30,000

- > Flood Network: Telemundo & News Channel Nebraska
- > Spanish & English language video assets will run on Telemundo and News Channel Nebraska.
- > Markets: Statewide Nebraska
- > Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to the November '24 Election); 14 weeks flighted.

Broadcast TV: \$55,000

- > Select programming on large-signal broadcast stations around the state including KETV, WOWT (Omaha); KOLN, KHAS (Lincoln-Kearney-Hastings-Grand Island); KNOP (North Platte); KSTF, KGWN, NGWN (Scottsbluff/Chadron); KTIV (Sioux City).
- > Markets: Omaha, Lincoln, Kearney/Hastings/GI, South Sioux City
- > Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to November General Election); 14 weeks flighted.


Digital Display/Video: \$22,500

- > Digital Display/Video targeting Adults 18+ will be included to increase overall reach of the campaign – especially to younger Nebraskans.
- > Markets: Statewide Nebraska
- Estimated Impressions: 1,406,250
- > Flight Dates: Aug '24 – Nov '24 (increasing frequency leading up to November General Election); 14 weeks flighted.

CLARK CREATIVE
GROUP



iv. **MARKETING PLAN EXAMPLE**



CLARK CREATIVE GROUP


5

Paid Social – Facebook & Instagram: \$7,500

- > Goal & KPI: Reach
- > Target: Adults 18+
- > Geo: Statewide Nebraska
- > Flight Dates: August '24 – November '24 General Election; 14 weeks
- > Campaigns: English & Spanish Language
- > Estimated Audience: 1,300,000-1,500,000

COST SUMMARY

MEDIA PLACEMENT	
Phase 1	\$96,800
Phase 2	\$191,500
Phase 3	\$80,550
Phase 4	\$179,000
PRODUCTION	
Campaign Development	\$10,000
Video / Television Production	\$35,000
Radio Production	\$5,500
Print Ad Production	\$4,200
Digital Display & Paid Social Media Production	\$3,200
Web Asset Production for Landing Page on Govt. Site	\$3,500
MEDIA TOTAL	\$547,850
PRODUCTION TOTAL	\$ 61,400
CAMPAIGN TOTAL	\$609,250



v. **MEASURING THE EFFECTIVENESS OF THE CAMPAIGN**

We start measuring the effectiveness of our marketing plans right from the start of each campaign, making sure your target demographic is being reached consistently and frequently to optimize each campaign's success and deliver ROI.

EVALUATION

Tools we utilize to evaluate a campaign's success include:

Media Analysis: We monitor and assess each part of the plan throughout the duration of the campaign and make adjustments as necessary. We also monitor all invoicing, traffic and placement of spots to compare to original orders. If anything runs incorrectly, CCG insists on "make goods" in addition to bonus GRPs.

Digital Analysis: We aggregate and prepare reporting based on all digital placed. We pull all statistics and monitor conversions and KPI set up prior to campaign implementation. This reporting is generally provided as a full report monthly, but campaigns are monitored daily. This reporting will also pull site statistics and trends through Google Analytics.

Qualitative Data: We utilize qualitative data to measure the effectiveness of the campaign in achieving the goals outlined in the plan.

ANALYSIS

Staying on top of the details enables us to conduct a full analysis of campaign results to measure against objectives. It takes an eye for detail to make sure your buy is delivered correctly and the results are measured. We are constantly analyzing client campaigns and often adjust media schedules as a result of those analytics.

POST-ANALYSIS & RECONCILIATION

Reviewing media invoices and affidavits is the final step in the media process. We make sure everything ran as ordered and was billed correctly. We pride ourselves on being good stewards of client budgets by providing fast and accurate billing. Our review and follow-up with media stations and outlets ensures that clients receive the full value of their media investment.

Digital and social evaluation and reporting is conducted throughout the campaign, and a final campaign statistics analysis and client report is generated at the conclusion. Total impressions, click-throughs, conversions, site analytics and a myriad of other metrics allow us to measure the success of the campaign. Reporting to clients can be provided as frequently as requested. However, we suggest at least a 2-to-3-week spacing between reporting. This provides time for the campaign to have measurable optimization differences for evaluation.



B. DEVELOPMENT OF THE MARKETING BUDGET

i. ALLOCATING THE BUDGET

MEDIA BUDGET

The media tactic allocation will consider the overall budget, client goals, available research and creative assets available. We make sure each tactic is fully allocated for best results, while being mindful of the current media consumer fragmentation landscape. Cross-channel viewing has changed how we plan media allocation from a TV-first to a Digital-first strategy.

Certain media lends itself better to certain client goals, for instance, Search Engine Marketing (SEM) drives lower-funnel conversion, while Broadcast TV drives an upper-funnel awareness. All tactics work together cohesively to achieve client goals. As a full-service buying agency with experience in a full-funnel media approach, we are better suited to deliver a balanced media strategy and buy than a digital-only agency would be.

PRODUCTION BUDGET

With public awareness campaigns, we try to maximize media dollars while also producing high-quality campaign assets. Depending on how many assets are required for the campaign, we try to make sure the production budget is under 15% of the media budget whenever possible.

ii. MARKETING BUDGET PROCESS

Clark Creative Group has been allocating and managing client marketing budget for nearly 32 years. These budgets, many of which are for annual clients we've maintained for more than a decade, range from \$300,000 to \$2 million.

Our process begins with close collaboration with our clients. An understanding of their goals for the campaign is paramount, as is looking at the results from the previous year's campaign. This, combined with research on current trends and consideration of new innovative tactics, leads us to a campaign budget we can all adhere to and follow throughout the life of the campaign.

As an agency, we are sticklers for keeping campaigns on budget and on time. We don't surprise clients with unexpected charges and get sign off every step of the way for both production and media placement.

As for scheduling marketing budget expenditures, we typically invoice for creative assets upon approval of each asset, and monthly for media placement, but only after we have thoroughly audited it for accuracy. That said, we are always flexible with nonprofit and government clients who need to schedule payment in a way that better suits their needs.



C. DEVELOPMENT OF THE CREATIVE PROPOSAL

i. PROCESS FOR CREATIVE DEVELOPMENT

One of Clark Creative Group's greatest strengths is in boiling down complex issues so the public can understand them. We know how to take the most important aspects of an issue and communicate them clearly and concisely. We know most people don't take the time to read long paragraphs, so we have become adept at writing bite-size copy points and presenting them visually so people can grasp them quickly and easily.

Below is our creative development process for approaching awareness campaigns for our clients.

DISCOVERY

In the Discovery phase, we take a deep dive into the issue or topic and research similar campaigns in other markets to engage the target audience. We research the media habits of the target audience and messaging that might resonate with each.

IDENTIFICATION

After Discovery, we evaluate everything we learned and put together the building blocks for the plan. We determine measurable goals for each campaign, identify the target market(s), and evaluate communication channels.

PLANNING

The Planning phase is where we write the actual plan, which includes:

- Marketing goals and objectives to achieve each goal
- The creative elements needed for each campaign
- Communication plans
- Media plans for television, radio, digital, outdoor, social, print and other forms of media
- Measurement devices / evaluation plan
- Budget allocation
- Any additional items specific to the marketing goals

We use research and technology to help us create your media plan. Clark Creative Group subscribes to both Nielsen and ComScore audience measurement data. We utilize both the qualitative and quantitative aspects of this research, and also use Freewheel (formerly Strata) media software to measure, build, implement, traffic, audit and optimize media schedules throughout the campaign.

Budgets and timelines for each campaign are defined during this phase. We present a detailed plan for review and approval, then adjust and refine as needed. Once the plan is approved, we open production jobs, gather specs and place the media.

The plan is the roadmap for the campaign. We will refer to the plan throughout the length of the campaign to ensure each objective is complete.

PRODUCTION

By the time we reach the Production phase the marketing plan is complete and approved. Here is where we design and produce all of the materials needed for the implementation of the marketing plan. Copywriting, graphic design, script writing, video production, etc. are all completed during the Production phase.

We continually refer to the marketing plan and defined messages for each campaign to ensure the creative elements adhere to the plan.

IMPLEMENTATION

Once the overall campaign objectives are approved, the implementation phase begins. Media plans are further negotiated to garner the lowest rates and the best added value for the client. Once the second-round negotiations have taken place, final buys are prepared and placed with stations and vendors. Each order is confirmed, and our traffic manager ensures all campaigns are set to run the correct creative.

EVALUATION

We monitor and assess each part of the plan throughout the duration of the campaign. We look at what works and what doesn't. We evaluate any changes in the marketplace and your organization. We adjust the plan if needed. At the conclusion of each campaign, we measure the outcomes and compare them to the goal.

The best way to describe our experience is to share our work from a similar campaign. We developed a campaign theme and comprehensive visual campaign brand for the Nebraska State Education Association to promote public schools, and a campaign theme and brand for Columbus Public Schools to raise funds to build a STEM high school. This work demonstrates how we create a brand for a campaign and apply it to a variety of assets. **Samples of these follow.**

Our development approach for producing the creative and messaging assets for this campaign includes the following:

- Work closely with stakeholders to determine messaging based on research
- Research similar campaigns in other states
- Develop key message points
- Develop the overall theme or brand, including visual approach and packaging
- Develop creative campaign approach
- Determine creative asset needs based on media strategy
- Develop scripts, storyboards, broadcast assets, print layouts
- Present creative direction to client for approval
- Develop and implement production timeline
- Upon approval of campaign creative, begin pre-production on all assets
- Produce all messaging and creative assets
- Finalize all creative production assets
- Present creative campaign assets to client for approval or changes
- Produce final campaign elements
- Distribute campaign creative assets to media outlets
- Launch campaign
- Monitor creative performance
- Adjust messaging if needed



NEBRASKA STATE EDUCATION ASSOCIATION

The Nebraska State Education Association (NSEA) advocates for quality public education. Clark Creative Group has been NSEA's marketing partner for 25 years. We develop all messaging and creative assets and place and manage all media components.

STRATEGY

This campaign runs annually with similar themes, with an overarching goal of building statewide awareness of the role Nebraska school teachers play in shaping the lives of students and setting them up for future success.

This year's statewide campaign, "Public School Proud," highlighted the individual stories of successful students and the connection between the student and their Nebraska educators. We produced a video series and placed media on statewide television and paid social and digital platforms that directed the audience to view extended web interviews on NSEA.org.

RESULTS

The goal of these annual campaigns is to build statewide awareness around public education and to increase NSEA memberships. During each flight, website visits increase an average of 20 percent. NSEA memberships and general awareness around public education have steadily increased with each campaign.



To view video samples, visit: vimeopro.com/ccgpost/awarenessvideos



PUBLIC SCHOOL PROUD

Nebraska State Education Association

Tell us what makes you Public School Proud.

nsea.org/proud



"Public education is the deciding factor for many of our students. The chances that we give them make a world of difference."

Tracy Hartman-Bradley
Native American Specialist
for Grand Public Schools



PUBLIC SCHOOL PROUD
Nebraska State Education Association

Tell us what makes you Public School Proud.
nsea.org/proud



"My public school teachers helped me become a better version of myself."

Joseline Reyna
Grand Island, Nebraska



PUBLIC SCHOOL PROUD
Nebraska State Education Association

Tell us what makes you Public School Proud.
nsea.org/proud

Nebraska State Education Association
Sponsored by

La educación pública hizo una diferencia para Iggy Machuca. Sus maestros de escuela pública le dieron el apoyo y [...See more](#)



nsea.org/proud
Cuéntanos que te hace sentir orgulloso de la...

[Learn more](#)

Like Comment Share

Nebraska State Education Association
Sponsored by

Public Education made a difference for Cammy Watkins. Her teachers gave her the support and confidence she needed to succeed.



nsea.org/proud
What makes you Public School Proud?

[Learn more](#)

Like Comment Share



COLUMBUS PUBLIC SCHOOLS

Columbus Public Schools hired Clark Creative Group to produce a Capital Campaign to raise funds and garner support for the construction of a new STEM-focused public high school.

STRATEGY

The campaign had multiple targets, including community and business leaders, school teachers and current students and their parents. The target audience included both English & Spanish-speaking community members, so a graphic approach was developed to aid in the ease of translation and understanding. The campaign was called "Branch Out-STEM works for everyone." This visual theme was applied to all campaign assets, including a toolkit for internal use.

RESULTS

As a result of the campaign, Columbus Public Schools raised more than the required funding for the construction of the new high school and secured additional internship opportunities for high schoolers at area businesses.



ii. PROCESS FOR WEBSITE HOSTING, DESIGN AND OPTIMIZATION

Some statewide awareness campaigns use existing websites, some have landing pages for the campaign hosted on the sites of government entities or institutions, and some need a microsite created for the campaign. We are accustomed to doing all of the above. We understand how to create and design assets for the web, how to optimize for greatest impact, and how to develop sites that function well and are easy to navigate.

If a new site is needed, we take clients through the following steps:

DISCOVERY

Research and Analysis: Conduct in-depth research. Analyze the existing website to identify strengths, weaknesses, and areas for improvement. Research industry trends and best practices in web design.

User Persona Development: Identify and understand the target audience. Create user personas to gain insights into their preferences, behaviors, and expectations when interacting with a website.

Goal Definition: Collaborate with client team to define the website goals and objectives.

Competitor Analysis: Analyze the websites of similar awareness campaigns to identify trends and benchmarks and to gain inspiration for innovative features and functionalities.

DESIGN

Information Architecture and Wireframing: Create an intuitive and organized information architecture. Develop wireframes to outline the website's layout, page structure and navigation, ensuring a seamless user experience.

Accessibility: Consider accessibility standards and guidelines to make the website inclusive and accessible to users with disabilities, providing features such as alternative text for images and proper heading structures. Create user personas to gain insights into their preferences, behaviors and expectations.

Design Concepts and Mockups: Collaborate with client team to define the website goals and objectives and to increase engagement.

Finalize Design Direction: Incorporate feedback and iterate on the design concepts to reach a final design direction that reflects the campaign's brand identity.

DEVELOPMENT

Front-End Development: Convert the approved design concepts into a fully functional website using HTML, CSS, and JavaScript. Ensure cross-browser compatibility and responsiveness, making the website accessible and visually appealing across different devices and browsers.

Back-End Development: Develop a robust and secure back-end infrastructure using suitable technologies and frameworks. Implement necessary databases, server configurations, and content management systems (CMS) to support the website's functionality.

Content Management System (CMS): Integrate a user-friendly CMS, such as WordPress or a custom-built solution, to empower the campaign team to easily manage and update website content.

Database Integration: Create and configure databases to efficiently store and retrieve data related to the campaign.

Third-Party Integrations: Integrate third-party services or APIs as needed, such as social media platforms for seamless sharing, or analytics tools for tracking website performance.

Performance Optimization: Optimize website performance by implementing caching mechanisms, minification of files, and image optimization to ensure fast loading times and smooth user experience.

DEVELOPMENT

Security Measures: Implement necessary security measures to protect the website from potential threats, including secure login mechanisms, encryption protocols, and regular security updates.

Testing and Quality Assurance: Conduct comprehensive testing on all functionalities of the website, ensuring bug-free performance, proper functionality of forms, and seamless user experience. Perform cross-device and cross-browser testing to ensure compatibility and optimal performance across various platforms.

LAUNCH AND POST-LAUNCH

Website Launch Plan: Develop a detailed plan outlining the timeline, tasks, and strategies for the successful launch of the site. Coordinate with client team to determine the optimal date and time for the website launch.

Website Deployment: Migrate the finalized website from the development environment to the live server, ensuring a smooth transition and minimal downtime. Perform thorough testing on the live website to ensure all functionalities are working correctly and that the design is displayed as intended.

On-Page SEO Optimization: Optimize the website's on-page elements, including meta tags, headings, and content, to improve search engine visibility and organic discoverability. Incorporate relevant keywords and implement SEO best practices to enhance the website's ranking in search engine results.

Integration of Analytics and Tracking: Implement web analytics tools, such as Google Analytics, to track website performance, visitor behavior, and engagement metrics. Set up conversion tracking to monitor key actions, such as artwork inquiries or newsletter sign-ups, to measure the website's effectiveness.

Ongoing Maintenance and Support: Provide post-launch support, addressing any issues or bugs that may arise and ensuring the website operates smoothly. Offer maintenance services, including regular updates, security patches, and backups, to keep the website secure and up-to-date.

Performance Monitoring and Optimization: Continuously monitor website performance, analyzing metrics and user feedback to identify areas for improvement and optimization. Implement enhancements and refinements based on data-driven insights to enhance user experience and achieve website goals.

iii. MEETING CAMPAIGN EXPECTATIONS

Clark Creative Group's creative concepts often exceed client expectations. If awarded this contract, our creative will inform the public about the Nebraska Problem Gamblers Assistance Program (NPGAP) with clear messaging, superior design elements, exceptional video products and updated web graphics that inform, educate and motivate. Our approach to this goes beyond thinking outside the box creatively. We know the goal of this campaign is to reach those who need help. That's why our creative approach to any campaign is always very results focused. An eye-catching visual approach or creative video is great, but if it doesn't clearly communicate the message and elicit results, it's not doing its job.

iv. CREATIVE EXAMPLES AND CASE STUDIES

Clark Creative Group has been developing and designing public awareness campaigns for clients for three decades. We have developed and implemented statewide campaigns similar to this one for a variety of organizations, and on a variety of complex topics, in English, Spanish and several other languages. Many of these campaigns have required us to break down complex messages so the public can understand them. Our statewide campaigns for Nebraska ballot initiatives and the 2020 Census have all required this kind of work.

Examples include:

- 2020 Census
- Ballot Initiatives such as Medicaid Expansion, Raise the Wage and Payday Lending
- Open Enrollment for the Health Insurance Marketplace
- Substance Use Awareness
- Early Childhood Education
- Public Schools and Public School Teachers
- First Amendment Rights
- Medicaid Changes
- Homelessness
- Juvenile Justice
- Flood Insurance
- Contractor Fraud
- Education (Secondary and Higher Ed)

The best way to describe our experience is to share samples of our work for similar campaigns.



UNIVERSITY OF NEBRASKA PUBLIC POLICY CENTER

The University of Nebraska Public Policy Center, in cooperation with the Nebraska Department of Health and Human Services, hired Clark Creative Group to develop and implement a statewide awareness campaign on substance use. Since the pandemic, substance use among all ages has increased, and a grant was designated to educate and remind residents to be more mindful of their use.

STRATEGY

We developed a creative strategy that doesn't lecture users or address a specific substance, and implemented a targeted media campaign that uses statewide television, radio, streaming television and print ads in both English and Spanish.

The creative theme we developed for this campaign was "Choose You: Live Above the Influence." Choose You is a phrase that resonates with younger people, which fit well for our specific targets of young adults and parents. Instead of using scare tactics or statistics, like we see in tobacco and other substance-related campaigns, we kept things positive by featuring Nebraskans from all walks of life who have chosen to live substance-free. This included a diverse mix of college students, parents and grandparents. Television spots, radio spots, print ads and a variety of assets for partners were created for the campaign. We also provided social media training for the coalition partners.

RESULTS

- The campaign landing page was viewed 5 million times over the course of the campaign: Sept. 2022 – Feb. 2023
- Visits to local coalition member organizations increased from 100 visits per month on average to 145 visits per month during the campaign



To view video samples, visit: vimeopro.com/ccgpost/awarenessvideos



choose you Live above the influence.

"I choose to pursue my goals and ambitions. I choose to live substance free."
 Jowee T. > Omaha, Nebraska

NEBRASKA
 Department of Health and Human Services

See Jowee's story and find resources to help you live substance free at: dhhs.ne.gov/chooseyou

choose self-discovery

choose you Live above the influence.

choose motivation

choose you Live above the influence.

choose you Live above the influence

Contact First and Last Name
 Contact Information

See stories and find resources to help you live substance free at: dhhs.ne.gov/chooseyou

choose confidence

choose you Live above the influence.



CIVIC NEBRASKA

Civic Nebraska hired Clark Creative Group to create and implement a statewide awareness campaign around the 2020 Census.

We developed all messaging and creative assets as well as placed and managed all media components.

STRATEGY

The challenge was to dispel fears and communicate benefits around the 2020 Census, particularly in communities where response has historically been low. We developed and implemented a targeted media campaign that uses statewide television, radio, streaming television, paid social media, print ads and billboards in English and Spanish. The statewide campaign called "Let's Do Our Part, Nebraska" communicated the safety and ease of filling out the census – as well as the benefits participation brings to our state.

RESULTS

- Nebraska's response rate was third in the nation: 68.6%



To view video samples, visit: vimeopro.com/ccgpost/awarenessvideos



CENSO 2020

¡Todos contamos en Nebraska!

El censo es el financiamiento de nuestras comunidades, escuelas, y más.
El censo es el modo de representar a nuestras comunidades importantes.
El censo es el modo de asegurar la seguridad de nuestras ciudades.
Hagamos esto fácil, seguro.

FECHAS IMPORTANTES

Medio de marzo
Recibirás instrucciones por correo para conectarte y completar la encuesta del censo.

El primero de abril - Día del censo
Completa el censo en una computadora o teléfono, o solo que se le envíe en una forma de papel. Se realizarán eventos locales para completar el censo juntos.

Medio de mayo
Trabajadores de la oficina del censo de EE. UU., llamados enumeradores, irán a los hogares que aun no han respondido para completar la encuesta en persona.

Para más información, visita www.NebraskaCounts.org

CENSUS 2020

We All Count in Nebraska!

The census is a simple form that determines funding and representation for our communities. An accurate census ensures our communities receive funding for schools, healthcare, housing, roads, and more.

The census happens once every 10 years. If our communities aren't fully counted in the 2020 Census, we will miss out on political representation and important funding.

The 2020 Census will NOT ask about citizenship status. Your information is confidential and safe. It cannot be shared.

Let's do our part, Nebraska. The census is easy, safe, and important.

IMPORTANT DATES

Mid-March
You will receive mail with instructions to go online and complete the census survey.

April 1 - Census Day!
Complete the census on a computer or a phone, or request a paper form be mailed to you. Local events will be held to complete the census together.

Mid-May
U.S. Census Bureau workers, called enumerators, will go to households that have not yet responded to complete the survey in person.

For more information visit www.NebraskaCounts.org

**¡NUESTRO COMUNIDAD!
¡NUESTRO PODER!**

Complete el censo para determinar la representación electoral y cuánto dinero recibe nuestro estado para asistencia médica, escuelas, viviendas y más.

COMPLETE EL CENSO HOY

En línea | Correo | Teléfono

2020Census.gov/es | 844.468.2020

**OUR COMMUNITY!
OUR POWER!**

The census is about resources for our community and political representation. Census takers will visit homes that haven't responded yet, but you can still complete your census online, by phone or by mail.

COMPLETE THE CENSUS TODAY

Online | Mail | Phone

My2020Census.gov | 844.330.2020

Complete the 2020 Census so our communities don't miss out on important funding & political representation.

LET'S DO OUR PART, NEBRASKA

PAID FOR BY CIVIC NEBRASKA

Complete the 2020 Census so our communities don't miss out on important funding & political representation.

Complete el censo del 2020 para que nuestras comunidades no pierdan financiamientos importantes y representación política.

PAID FOR BY CIVIC NEBRASKA



COMPLETE THE 2020 CENSUS

PAID FOR BY CIVIC NEBRASKA



NEBRASKA BROADCASTERS ASSOCIATION & NEBRASKA PRESS ASSOCIATION

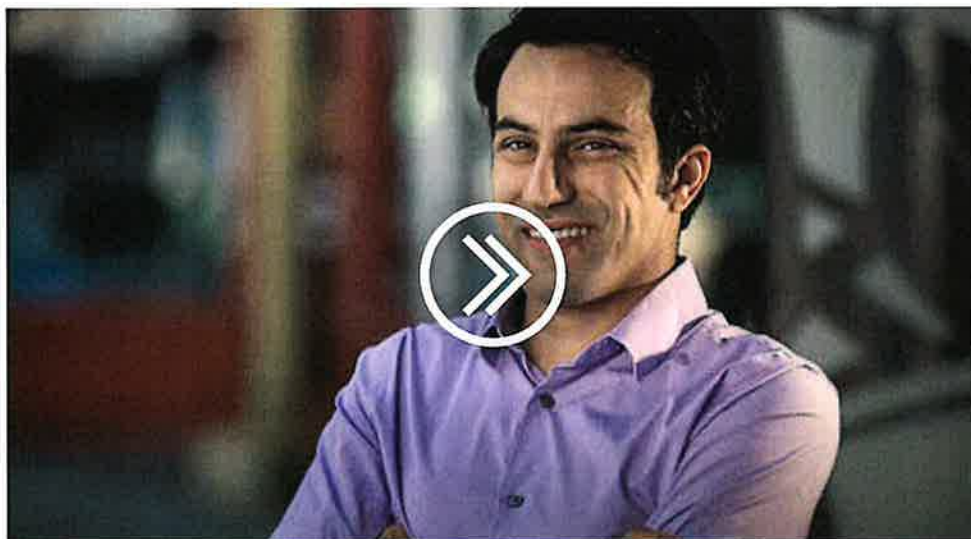
These two nonprofit organizations recognized a knowledge gap in young people on the First Amendment freedoms and collaborated to educate the community.

STRATEGY

We developed all messaging and creative assets as well as placed and managed all media components. The goal was build statewide awareness around the First Amendment, particularly among ages 17 to 25, and encourage discussion of the five-freedoms the First Amendment provides. We developed a five-month, statewide campaign called "Think First," which highlighted the five freedoms on a variety of media platforms, including TV, digital video, radio, print ads, digital ads and paid social media ads.

RESULTS

- Earned media: In the first 30 days, stories about the campaign appeared in 67 different media outlets across the nation – newspapers, digital news, television stations
- More than 5 million digital impressions were served
- The website had more than 442,000 pageviews
- This campaign was presented in Washington D.C. at the National Conference of Broadcasters. Due to its success in Nebraska, 8 other states picked up the campaign to use in their areas



To view video samples, visit: vimeo.com/ccgpost/awarenessvideos



I HAVE A VOICE AND THE FREEDOM TO EXPRESS IT

Understanding the First Amendment
Freedom of Speech allows you to share your views, speak your mind, practice your religion, and more.
 Learn more at ThinkFirstAmendment.org
 Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom of Assembly

I HAVE MY FAITH AND THE FREEDOM TO WORSHIP.

Understanding the First Amendment is key to protecting our free society. **Freedom of Religion** allows you to practice your religion freely or not at all. Under this right, you are free to think, express and act upon your religious beliefs "reasonably respectfully and safely."
 Learn more at ThinkFirstAmendment.org
 Freedom of Speech - Freedom of Religion - Freedom of the Press - Freedom to Assemble Peacefully - Freedom to Petition the Government
THINK FIRST
 YOUR RIGHTS & FREEDOMS



THINK FIRST YOUR RIGHTS & FREEDOMS

UNDERSTANDING THE FIRST AMENDMENT IS KEY TO PROTECTING OUR FREE SOCIETY.

AMMENDMENT I Congress shall make no law respecting an establishment of religion, or prohibiting the free exercise thereof, or abridging the freedom of speech, or of the press, or the right of the people peaceably to assemble, and to petition the Government for a redress of grievances.

RELIGION
 Freedom of religion allows you to practice your religion freely or not at all. Under this right, you are free to think, express and act upon your religious beliefs "reasonably respectfully and safely."
 Learn more at ThinkFirstAmendment.org

SPEECH
 Freedom of speech allows you to share your views, speak your mind, practice your religion, and more.
 Learn more at ThinkFirstAmendment.org

I HAVE A VOICE AND THE FREEDOM TO EXPRESS IT.

PRESS
 Freedom of the press allows you to share your views, speak your mind, practice your religion, and more.
 Learn more at ThinkFirstAmendment.org

FIND THE TRUTH AND HAVE THE FREEDOM TO SHARE IT.

ASSEMBLE
 Freedom of assembly allows you to gather with others to peacefully protest, picket, or demonstrate.
 Learn more at ThinkFirstAmendment.org

I HAVE A CAUSE AND THE FREEDOM TO PROTEST PEACEFULLY.

PETITION
 Freedom to petition allows you to express your views to your government.
 Learn more at ThinkFirstAmendment.org

I HAVE A CONCERN AND THE FREEDOM TO PETITION MY GOVERNMENT.

THINK FIRST is a 501(c)(3) non-profit organization. All rights reserved. © 2018 Think First. All rights reserved.

D. REPORTING AND COLLABORATION

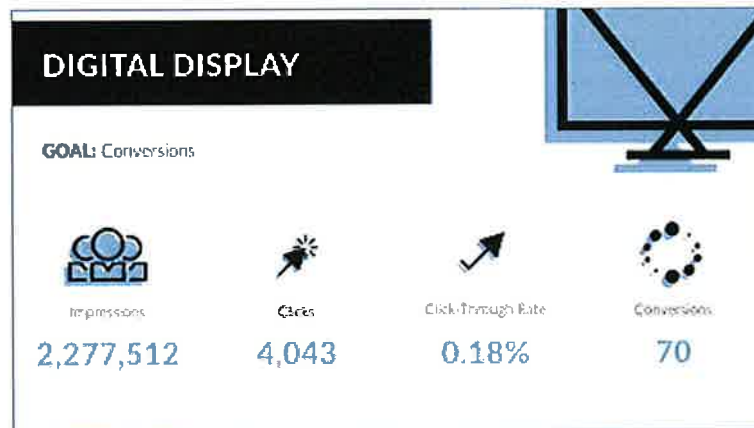
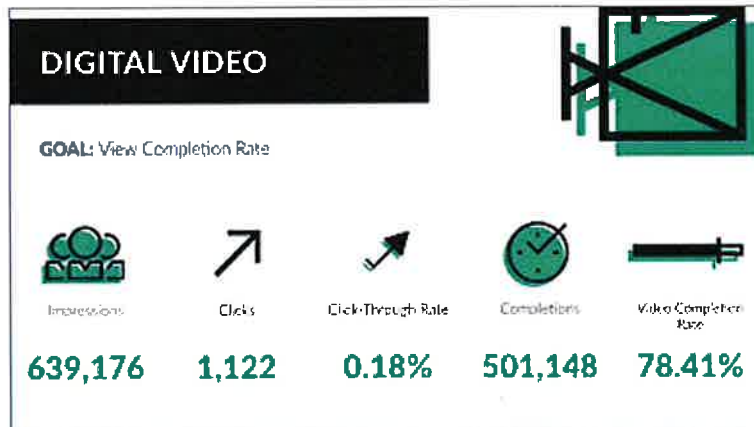
i. PROCESS FOR OBTAINING APPROVALS & TIMELINE

The Clark Creative Group team is very experienced at launching these types of campaigns within expected – and even expedited – timeframes. We know how to land on a solid creative and media strategy, complete the work, handle the approval process, and launch the campaign on the agreed upon timeline. This campaign is an important one to our state, and we can assure you that it will be a top priority for us.

We factor in some edits and rewrites, turning these around within a day or two and sticking to the schedule as closely as possible. Only very rarely do we edge slightly outside of those parameters, and then we catch up quickly to get back on track so that the campaign still launches on time.

Client approval on all creative assets is required before the campaign is launched. The final plan and all subsequent proofs for campaign assets (videos, graphics, digital ads, etc...) will be sent via email, with client approvals also accepted via email. Timeline for approvals is typically 2-3 days.

ii. CAMPAIGN REPORT EXAMPLES





REQUIRED
DOCUMENTATION

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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:
me			

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:
me			

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:
me			

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:
MC			

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:
MC			

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 Contactor, 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:
MC			

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:
ME			

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:
MC			

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:
MC			

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:
MC			

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:
MC			

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 non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
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:
ME			

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:
ME			

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:
ME			

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)

- 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:
me			

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:
MC			

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:
MC			

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:
			

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:
			

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.

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

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.

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

BIDDER:	Clark Creative Group
COMPLETE ADDRESS:	514 S. 13th St. Omaha, NE 68102
TELEPHONE NUMBER:	402-345-5800
FAX NUMBER:	402-345-4858
DATE:	4/18/24
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Melanie M. Clark, President

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:	Clark Creative Group
Bidder Address:	514 S. 13th St. Omaha, NE 68102
Contact Person & Title:	Melanie M. Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	531-466-8261
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

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:	Clark Creative Group
Bidder Address:	514 S. 13th St. Omaha, NE 68102
Contact Person & Title:	Melanie M. Clark, President
E-mail Address:	mel@clarkcreativegroup.com
Telephone Number (Office):	531-466-8261
Telephone Number (Cellular):	402-740-1151
Fax Number:	402-345-4858

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

Bidder Name: Clark Creative Group

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	\$ 6,500	\$ 5,500	\$ 4,500
2. Design of Public Awareness Campaign and Branding	\$ 15,000	\$ 13,500	\$ 12,500
3. Account Services and Management	\$ 1,250	\$ 1,250	\$ 1,250
4. Website Strategy	\$ 2,200	\$ 2,000	\$ 1,800
5. Other (Please Specify)	\$	\$	\$
MEDIA PRODUCTION			
<i>Sub-total:</i>	<i>\$ 24,950</i>		
	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)	\$ 15,000	\$ 13,500	\$ 12,500
b. Audio Media Production (15-30 seconds of audio content)	\$ 5,500	\$ 5,000	\$ 4,500
c. Print Media Production – Print Advertisement	\$ 4,500	\$ 3,900	\$ 3,800
d. Digital Media and Social Media Production	\$ 3,800	\$ 3,500	\$ 3,200
e. Website	\$ 4,800	\$ 4,500	\$ 4,200
f. Other (Please Specify)	\$	\$	\$
2. Branding Toolkit (See RFP Section V.C. 1. H.)	\$ 3,000	\$ 2,700	\$ 2,500

Sub-total \$ 34,600

Total \$ 61,550