



LEARFIELD

REQUEST FOR PROPOSAL

#NPGAP 2024.1

April 18, 2024

**NEBRASKA
COMMISSION
ON PROBLEM
GAMBLING**



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2700 Grand Avenue, Ste. 103
Des Moines, IA 50309
April 10, 2024

David Geier
Nebraska Commission on Problem Gambling
700 S. 16th Street
Lincoln, NE 68508

Dear David:

I speak on behalf of the entire Learfield Interaction team in saying how excited we are to respond to an RFP to partner with you in developing a quality brand for the Nebraska Commission on Problem Gambling and to create a campaign that educates Nebraskans about the dangers of gambling and the valuable resource GAP is in helping prevent its citizens from financial disasters.

Learfield Interaction is unique in that it has the resources of a multibillion-dollar media organization, with the specific and sincere focus of helping state governments and associations reach and educate citizens on a statewide level. It is the very reason we exist, and it gives us tremendous confidence that we could forge a strong and successful partnership.

Included in this RFP response, you will find responses that meet and exceed your requirements. We hope that, through these pages, you'll also feel our genuine passion for helping you, as well as the entire state of Nebraska, in reaching and educating Nebraskans on this behavioral health issue.

Should you need any other information to move this process forward and further validate your decision, please let us know. We're *always* happy to have a conversation with you!

We are grateful for this opportunity and sincerely appreciate your time and efforts.

Warmest Regards,



Jean Neuberger

Strategic Marketing Executive - Nebraska



LEARFIELD

NICE TO MEET YOU! WE'RE LEARFIELD

You may not have heard of us, but you've likely heard us.

We started in 1972 as a farm radio network led by two men: Clyde Lear and Derry Brownfield. Today, Learfield is the nation's leading provider of state news, college sports and agricultural information. Our daily radio programming can be heard on over **5,000** radio stations across the country, connecting local communities to the content they need to stay informed and be successful.



LEARFIELD

TODAY, WE'RE MUCH MORE THAN JUST RADIO

The work Learfield does affects millions of Americans on an everyday basis. Our teams help clients daily with amplifying brands and developing compelling digital marketing solutions that capture the hearts and minds of people nationally.

Ever scan a ticket to a football game or concert from your phone? Our Paciolan team has likely played a role in that.

Do you celebrate College Colors Day on the Friday before Labor Day? Our CLC team created the holiday that's celebrated in companies and schools around the country.

We've made a positive impact across the United States for over 50 years. And we're just getting started.



POWERED BY  LEARFIELD



LEARFIELD
— AMPLIFY —

PACIOLAN

POWERED BY  LEARFIELD



CLC

POWERED BY  LEARFIELD



LEARFIELD

WE HELP NEBRASKANS LIVE THE GOOD LIFE

When a farmer in McCook wakes up each morning, he's able to turn to Nebraska's largest radio network, Brownfield, to hear the latest weather report and commodity prices.

From parents eager to take their kids to a UNO hockey game, to the diehard Creighton hoops fan checking the Bluejay athletics site, to eager teenagers gazing at the ribbon boards in Pinnacle Bank Arena before a concert, Learfield's impact in Nebraska runs deep.

With offices in Lincoln and Omaha, we're proud to be part of the daily fabric in Nebraska. By reaching, educating and advocating for Nebraskans, we work to ensure the good life remains a staple of the state.

 **SIDEARMSPORTS**

POWERED BY  LEARFIELD

BROWNFIELD
AG NEWS FOR AMERICA

POWERED BY  LEARFIELD

 **OMAHA**
SPORTS PROPERTIES

 **Pinnacle Bank Arena**



LEARFIELD

INTERACTION

Learfield Interaction is a division of Learfield whose purpose is to help state governments across the Midwest reach and educate the citizens they represent. Through an omnichannel approach, **Learfield Interaction** ensures that even the hardest-to-reach populations in the state can receive vital information provided by state government entities to better serve their constituents.

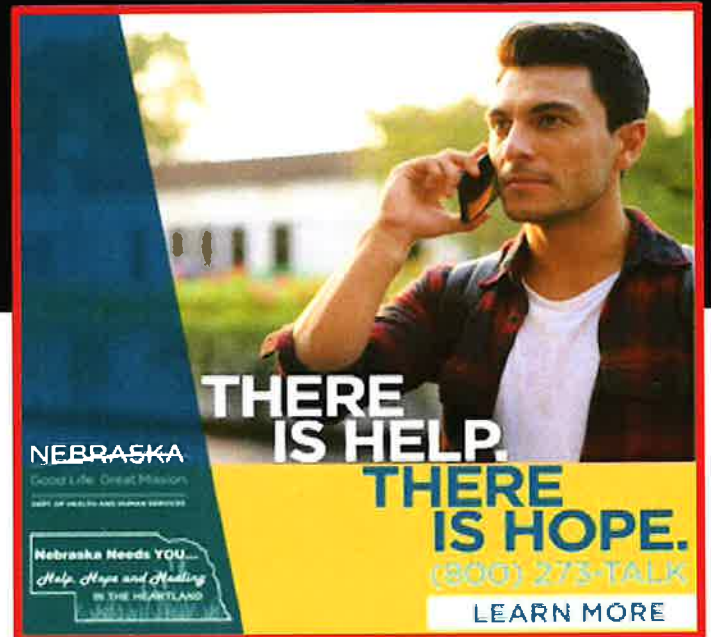
What separates Learfield Interaction from other agencies?

- Unlike all other agencies, **Learfield Interaction** was specifically created with state governments in mind. Our resources are expansive, but our focus is centered completely on state governments and associated entities.
- **Learfield Interaction** helps maximize budgets because most services are performed in-house, or within our company-owned business units/divisions. This allows us to be more efficient, operating as a one-stop shop.
- Unlike traditional agencies, by executing services in-house, there are fewer fees and mark-ups. For example, we do not charge for writing an audio script, whereas other agencies do.
- We allow our clients to own any creative, ideas, produced media and other assets that we create for them.
- **Learfield Interaction** can expedite processes because we do less outsourcing.



WE'RE ESPECIALLY PROUD OF OUR PARTNERSHIP WITH NEBRASKA DHHS

Nebraska DHHS has a stellar reputation for helping Nebraskans statewide live better lives. The work done by DHHS significantly makes a positive impact daily on the citizens of Nebraska. It's work worth doing, and it is worthy of immense appreciation.



Learfield Interaction has been privileged to partner with Nebraska DHHS on various campaigns that reach, educate and greatly benefit the lives of Nebraskans. From suicide prevention and naloxone awareness, to education on the dangers of radon and the benefits of hiring Nebraskans with developmental disabilities, to programs such as LIHWAP and the improved iServe Nebraska, we've proven to be a trusted resource for DHHS in their mission to help Nebraskans live better lives.



SECTION ONE:
CORPORATE
OVERVIEW



CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Learfield Communications is a Missouri corporation that is incorporated to do business in all 50 states. Learfield Communications was founded in 1972.

B. FINANCIAL STATEMENTS

Learfield has been in existence since 1972 and employs over 2,000 across the United States. Learfield is a privately held company. The stability of the company is 50 years strong. Learfield's brands include: news, agriculture and sports and can be found at <https://www.learfield.com/brands/>.

Learfield Interaction, along with our agricultural division, Brownfield, provides valuable news information and feature programming to listeners in all corners of your target geography. Whether your goal is product or event promotion, travel and leisure advertising, or recruitment, advocacy and awareness, our marketing and interaction capabilities can achieve results. Non-profit and advocacy organizations look to our team for innovative and effective marketing strategies for outreach, education, and prevention campaigns. For more information, please visit our website:

<https://learfieldinteraction.com/whatwedo/>

Banking Reference

Commerce Bank

Ada Buckman Cone

VP Treasury Management Team Leader

901 E Broadway / PO BOX 1677

Columbia, MO 65205

Phone: 573-886-5234

Email: Ada.Cone@Commercebank.com

Auditor Reference

KPMG LLP

Stephanie Dieterich Coker

Suite 1400

2323 Ross Avenue

Dallas, TX 75201-2721



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CORPORATE OVERVIEW

C. CHANGE OF OWNERSHIP

There is no change of ownership expected within the next 12 months.

D. OFFICE LOCATION

Learfield Communications
505 Hobbs Road
Jefferson City, MO 65109

E. RELATIONSHIPS WITH THE STATE OF NEBRASKA

See the next page for a list of Learfield's business partnerships with the State of Nebraska over the past five years.



CORPORATE OVERVIEW

Section E: RELATIONSHIPS WITH THE STATE OF NEBRASKA

ADVERTISER – FY19	ORDER NUMBER	TOTAL
NE Children & Families Foundation	-	\$23,915
NE Department of Health & Human Services	873479 OP	\$11,000
NE Lottery	3289	\$10,030
ADVERTISER – FY20	ORDER NUMBER	TOTAL
NE Children & Families Foundation	-	\$17,508
NE Department of Health & Human Services	960532 OP	\$11,000
ADVERTISER – FY21	ORDER NUMBER	TOTAL
NE Children & Families Foundation	-	\$25,772
NE Department of Health & Human Services	1047071 OP	\$36,880
NE Economic Development	13810209232-138326	\$26,724
ADVERTISER – FY22	ORDER NUMBER	TOTAL
NE Children & Families Foundation	-	\$25,152
NE Department of Health & Human Services	1120636 OP	\$19,280
NE Department of Insurance	-	\$13,360
ADVERTISER – FY23	ORDER NUMBER	TOTAL
NE Children & Families Foundation	-	\$26,195
NE Department of Health & Human Services	1172176 ZO 1199328 ZO	\$103,120
NE Department of Insurance	-	\$19,371
ADVERTISER – FY24	ORDER NUMBER	TOTAL
NE Department of Insurance	-	\$10,000
NE Department of Health & Human Services	115517 O3 106171 Q4	\$532,249

CORPORATE OVERVIEW

- F. BIDDER'S EMPLOYEE RELATIONS TO THE STATE OF NEBRASKA**
There are no current Learfield employees that have been employed by the State of Nebraska

- G. CONTRACT PERFORMANCE**
Learfield has not had a contract terminated for default.

- H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**
Pages 14-20 reference our experience

- I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**
Pages 21-29 reference your support staff, management process, and letters of recommendation



CORPORATE EXPERIENCE

The Missouri Department of Mental Health asked Learfield Interaction to create a campaign to reach and educate Missourians on the various career opportunities within the Department of Mental Health.

MDMH wanted to highlight the increased pay and benefits, promote specific positions with job postings, and a call to action to visit their website to apply for positions within the department.

Campaign schedule: May – October 2022

Campaign investment: \$800,000

Subcontractors: None



Missouri Department of

MENTAL HEALTH

Sarah Murphy

MO Dept of Mental Health

Phone: (573) 751-8570

Sara.Murphy@dmh.mo.gov

1706 E. Elm Street

Jefferson City, MO 65102



LEARFIELD

STRATEGY

Learfield Interaction activated an aggressive omnichannel campaign, combining a mix of traditional media options, such as audio, billboards and signs on transit buses in St. Louis and Kansas City, with a digital approach, using Google, Snapchat, TikTok, and Meta platforms, including Facebook Events to hire prospective employees.

The results were a campaign that produced **112,150,048** impressions overall and **384,979** clicks from just the digital channels. This major increase in traffic led to a renewal of this campaign, which is currently running from March-September of this year.



CORPORATE EXPERIENCE

The Missouri Veterans Commission asked Learfield Interaction to develop a campaign that reached and educated Missourians, while increasing their call volumes, driving traffic to their landing page and increasing tours, applications and admissions into Missouri Veterans Homes

Campaign schedule: July 2023 – February 2024

Campaign investment: \$190,000

Subcontractors: None



**MISSOURI VETERANS
COMMISSION**

Aimee Packard

Missouri Veterans Commission

Public Relations Director

Aimee.Packard@mvc.dps.mo.gov

573-522-4228

205 Jefferson St., 12th Floor

Jefferson City, MO 65101



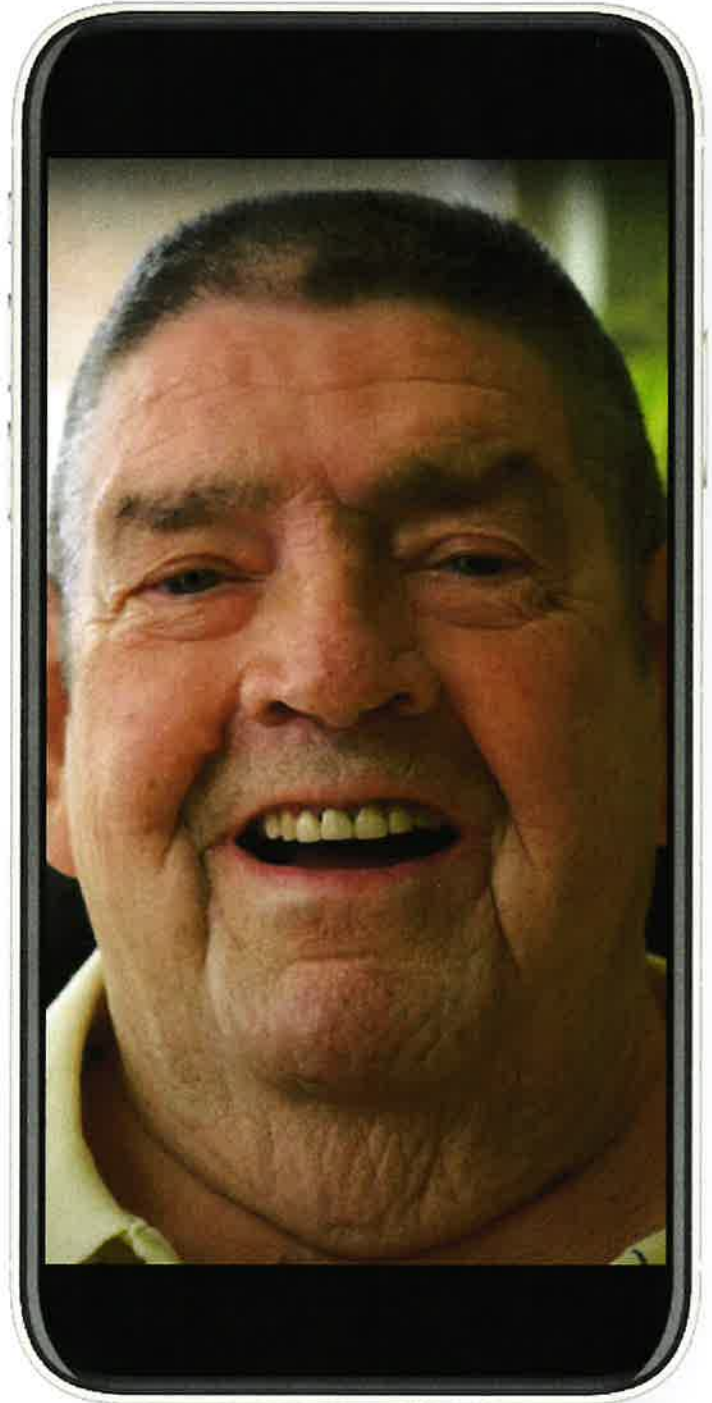
LEARFIELD

STRATEGY

To reach, educate and raise awareness, Learfield Interaction used an omnichannel approach that featured audio spots on our statewide network (Missourinet), plus broadcast TV.

We used Google Display, Meta and YouTube (featured on the phone screen to your right) to highlight the positive reviews from our veterans, as well as the nurses who work in Missouri's Veterans Homes.

We also created a sponsorship for the Missouri Veterans Commission through the "Missouri Military Minute" that's featured on Missourinet's daily news program "Show Me Today".



CORPORATE EXPERIENCE

The Missouri Department of Mental Health asked Learfield Interaction to develop a marketing strategy for Phases 1 and 2 of a campaign to reach and educate Missourians about the new phone number for mental health assistance, 988.

As suicide rates have sharply risen since the COVID-19 pandemic, with numbers especially affecting teenagers (specifically teenage girls), senior citizens, rural Americans, Native Americans and single males, the demographics of this campaign were both diverse and expansive.

Campaign schedule: December 2022 – May 2023

Campaign investment: \$1,500,000

Subcontractors: None



Missouri Department of

MENTAL HEALTH

Stacey Williams

Suicide Prevention Coordinator

Stacey.Williams@dmh.mo.gov

1706 E. Elm Street

Jefferson City, MO 65102



LEARFIELD

STRATEGY

Reaching, educating and creating awareness of a new, simpler way to find mental health assistance requires leaving no stone unturned, especially with diverse demographics.

Learfield Interaction created an aggressive, expansive campaign to ensure as many Missourians were aware of the new phone number as possible. From a traditional media standpoint, we used our proprietary statewide radio network (Missourinet), and combined it with broadcast TV, billboards, transit buses and ads in *Rural Missouri* magazine. We combined that with an aggressive digital approach using Meta, Google, YouTube, Snapchat, and TikTok, and added a programmatic media strategy with Spotify, Pandora and streaming TV.

We also capitalized on our assets in sports, posting video spots at JQH Arena (Missouri State), Mizzou Arena (Missouri) and even the steps at Chaifetz Arena (St. Louis University) during events. With our proprietary *Fanbase*, Learfield was able to gain insights from college sports fans across Missouri, allowing us to further tailor the messaging to ensure the awareness and education was thorough for Missourians.

The campaign generated over **250 million impressions** combined by Missourians. During the campaign, **calls to 988 in Missouri went up by over 20%**, and answer rates went up to 94%. As more calls mean more lives have been saved, this was a campaign whose partnership we're very proud to have earned.



CORPORATE EXPERIENCE: PROBLEM GAMBLING

In addition to the three examples, Learfield has also partnered with neighboring states in their campaigns to educate citizens on the dangers of problem gambling and how to prevent it.

The Iowa Department of Health and Human Services asked Learfield Interaction to create a campaign to reach and educate Iowans on problem gambling and how it affects not only themselves, but their loved ones.

Learfield used a wide variety of media tactics to help Iowa HHS reach their audience. We used an omnichannel approach of traditional and streaming audio, as well as sponsorships with both the Marshalltown Speedway, and with the University of Iowa through our own Hawkeye Sports Properties.

The Missouri Lottery and Wisconsin Lottery currently use traditional audio to reach and educate their respective audiences about problem gambling and have for several years. *Please scan the QR code below to hear examples of radio ads done in Iowa, Missouri and Wisconsin.*



SCAN FOR EXAMPLES



LEARFIELD

PERSONNEL/MANAGEMENT APPROACH

The Learfield Interaction team brings forth **133** years of combined experience, coupled with immense resources, to help state governments reach and educate the citizens they serve, all while continuing the company's mission of building the team, growing the company and having fun while loving and serving others.

Your campaign team will consist of these dedicated professionals:

John Baker
*Executive Vice President
and General Manager*

John joined Learfield in 2007 and leads our Government Communications, Brownfield News, and Learfield Interaction divisions. John is instrumental in helping our state government clients achieve their goals and reach their agency mission. John's clients have included the states of Missouri, Iowa, Wisconsin, Texas, and Minnesota. John has over 25 years of marketing experience.

- ‡ B.S. – Missouri State University
- ‡ MBA – William Woods University
- ‡ 17 years with LEARFIELD

Jean Neuberger
*Strategic Marketing Executive
Nebraska*

Jean is the first point of contact for managers, division directors and communications personnel looking to plan and strategize marketing outreach or educational efforts. He provides consultation to identify measurable goals, build audience segments and define geographical targets. Jean has over 10 years of experience in marketing, sales and customer service, and was a writer for a New York MarCom winning project for CSTV Network's online site.

- ‡ B.A. – University of Arkansas
- ‡ 4 years with LEARFIELD



LEARFIELD

STAFF QUALIFICATIONS AND EXPERIENCE

Myra Verslues

Director of Client Support

Myra manages the fulfillment team to ensure completion of projects, verifies contractual agreements, and manages radio availabilities.

- ‡ B.S. – University of Central Missouri
- ‡ 26 years with LEARFIELD

Sarah Hartness

Digital Strategy Coordinator

Sarah manages the digital activation of multi-faceted campaigns. She creates content for digital ads, provides analytic reporting and campaign pivoting options for optimization based on client goals and objectives.

- ‡ B.S. – Missouri State University
- ‡ 1 year with LEARFIELD

Parker Schulte

Digital Ad Advertising Coordinator, Videographer

Parker creates content for digital channels and is responsible for the placement, optimization, and reporting of digital ads. Parker also supervises our video production and editing.

- ‡ B.A. – Missouri State University
- ‡ 7 years with LEARFIELD

Liz Landwehr

Project Coordinator

Liz facilitates campaign fulfillment planning, ensures proper organization and punctuality of all campaigns and handles the tracking of contracts and deliverables.

- ‡ B.S. – Missouri State University
- ‡ 5 years with LEARFIELD



STAFF QUALIFICATIONS AND EXPERIENCE

Jennifer Shinkle

Research Analyst and Media Buyer

Jennifer pulls third party research, pricing, estimated analytics and media usage reports. She negotiates rates and added value or partnership messaging that will help amplify campaign results.

- ‡ B.A. – University of Missouri
- ‡ 17 years with LEARFIELD

Laura Isenberg

Visual Graphics Manager

Laura works with our DSM and ideation teams to develop visual graphics strategies for campaigns.

- ‡ A.A.S – East Central College
- ‡ 10 years with LEARFIELD

Bill Wise

Director of Creative Production

Bill provides copywriting, voice overs, casting, and production of audio spots for campaigns.

- ‡ Broadcast Center – St. Louis, MO
- ‡ Tech Education, Production, Advertising Sales and On Air Work
- ‡ 9 years with LEARFIELD

Shelly Hemmel

Contract Manager

Shelly provides detailed order entry, contracting and fulfillment including specialized billing, invoice affidavits, log distribution results and tracks weekly sales and incentive updates.

- ‡ 23 years with LEARFIELD

Callie Bexten

Proposal Coordinator

Callie creates client specific campaign proposals and sales materials. She prepares contracts and client summaries throughout the campaign and upon campaign completion.

- ‡ B.S.B.A – University of Central Missouri
- ‡ 2 years with LEARFIELD

STAFF QUALIFICATIONS AND EXPERIENCE

Mason Zollman

Videographer and Digital Advertising Specialist

Mason assists in media placements and campaign performance. He also helps with video production and editing.

- ‡ A.A.S – State Technical College of Missouri
- ‡ 2 years with LEARFIELD

Brynn Jankowski

Digital Advertising Specialist

Brynn creates content for digital ads on a variety of channels, compiles analytics, monitors campaign performance, and aids in graphic design.

- ‡ B.A.J. – University of Missouri
- ‡ B.A. – University of Missouri
- ‡ 3 months with LEARFIELD

Doug Boyer

Director of Finance

Doug manages the financial aspect of Learfield Interaction in terms of budgets, P&L and sales reports.

- ‡ B.S. – Central Methodist University
- ‡ MBA – USML
- ‡ 3 years with LEARFIELD

Brianne Hagenhoff

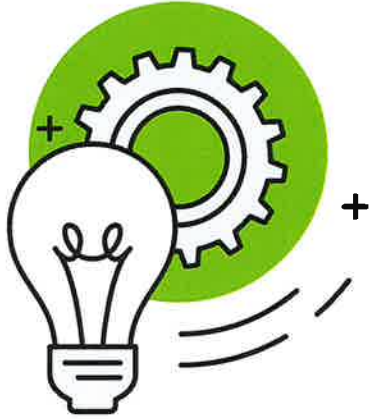
Finance Coordinator

Brianne provides contract fulfillment with specialized billing, invoice affidavits and log distribution results.

- ‡ 2 years with LEARFIELD



SALES SUPPORT PROCESS



MARKETING TEAM

- Provides concepts and ideation, including design
- Provides research
- Assists with selection of media mix
- Determines pricing for various elements
- Works with outside vendors on deliverables
- Develops cases studies
- Creates sales collateral



PLANNER TEAM

- Develops proposals alongside account executives, including design
- Provides inventory management
- Creates radio coverage maps
- Enters contracts
- Coordinates billing
- Manages client files
- Fulfillment oversight



FULFILLMENT TEAM

- Comes in after contract is signed
- Develops content creatives
- Places content
- Monitors content
- Provides campaign analytics and analysis
- Manages media platform accounts
- Creates campaign summaries



LETTER OF RECOMMENDATION

The logo for PrEPIowa .ORG features the text 'www.PrEPIowa.ORG' in white, with 'PrEPIowa' in a larger font. The text is set against a blue background that is shaped like the outline of the state of Iowa.

December 14, 2021

Learfield
Attn: Ms. Angie Bosma
505 Hobbs Road
Jefferson City, MO 65109

Dear Angie,

I am pleased to write to you today to recommend the highly-skilled services provided by your organization and describe the benefits of our strong partnership. The team at Learfield have been incredibly knowledgeable, dependable, and supportive partners in our efforts to increase public health intervention utilization during the time that we have worked together. From concept creation to multi-platform placement and distribution, your team has provided thoughtful insights, observant market recommendations, and usable analytics that have assisted us in meeting our goals and informing data driven planning to increase our efficiency.

As a contractor of the Iowa Department of Public Health, and an agency that is committed to interrupting the syndemics of HIV, sexually transmitted diseases, and substance use disorder, we are on a constant mission to find creative and cost-effective marketing solutions. Learfield's team, whose knowledge and expertise extends well beyond the world of sports, not only understands the constraints and requirements of our funding sources – but goes above and beyond the normal call to ensure that our efforts are consistently reflective of our mission and our values.

We've had the pleasure of working together to implement campaigns focused on marketing new biomedical HIV prevention strategies, the availability of linkage-to-care navigation services, the accessibility of telehealth options, and even the importance of overdose prevention strategies. Your expertise, expert content creation, and extreme attention to customer satisfaction have made each of these efforts successful and compliant with our implementation requirements.

I enthusiastically recommend you and your team and would be happy to provide additional or more specific context to anyone who may wish to learn more about our experience with your organization.

Sincerely,

A handwritten signature in black ink that reads 'Cody J. Shafer'.

Cody J. Shafer
Prevention Services Coordinator
PrEPIowa@gmail.com
515-314-6314
www.PrEPIowa.org



LEARFIELD

LETTER OF RECOMMENDATION



MICHAEL L. PARSON, GOVERNOR • ROBERT J. KNOBELL, ACTING DIRECTOR
KIM R. EVANS, DIRECTOR
FAMILY SUPPORT DIVISION
P.O. BOX 2320 • JEFFERSON CITY, MO 65102-2320
WWW.BSS.MO.GOV • 573-751-3221 • 573-751-0507 FAX

March 23, 2022

Dear Recipient Name:

I am writing this letter accompanied by my trustful recommendation for the work of Learfield Communications. The team at Learfield has exceeded our expectations in developing the brand, content and curriculum design of the *Future Leaders* and *Parenthood Can Wait* campaign efforts. Learfield feels more like an extension of my own team, in that they really care about the success of our programs and provide support and strategic ideas focused on our goal of empowering Missouri's youth and young adults to become responsible citizens.

The use of digital and social media to accompany our in-class curricula has provided tangible performance and engagement to drive home our message to students all over the state. Their result-oriented approach gives me the confidence to recommend Learfield to others. I am of the firm belief that given a chance, Learfield will prove its value and deliver for the State of Missouri.

Sincerely,

A handwritten signature in blue ink, appearing to read "John Ginwright", is written over a light blue horizontal line.

John Ginwright
Deputy Director
Family Support Division
Missouri Department of Social Services

AUXILIARY AIDS AND SERVICES ARE AVAILABLE UPON REQUEST TO INDIVIDUALS WITH DISABILITIES
TDD / TTY: 800-735-2966
RELAY MISSOURI: 711

Missouri Department of Social Services is an Equal Opportunity Employer/Program



LEARFIELD

LETTER OF RECOMMENDATION

MICHAEL L. PARSON
GOVERNOR



VALERIE HUHN
ACTING DIRECTOR

STATE OF MISSOURI
DEPARTMENT OF MENTAL HEALTH

1706 EAST ELM STREET, P.O. BOX 687
JEFFERSON CITY, MISSOURI 65102
PHONE: (573) 751-4122 FAX: (573) 751-8224

www.dmh.mo.gov

November 19, 2021

Ms. K.C. Dahl
Learfield
505 Hobbs Road
Jefferson City, MO 65109

K.C.
Dear Ms. Dahl,

I am writing to recommend and describe the strong partnership the Missouri Department of Mental Health (DMH) has with Learfield. You and your team at Learfield have an excellent track record of providing great services including marketing solutions, media placement, social media content, graphic design and much more. Learfield's outreach goes well beyond the sports world and has helped DMH connect with key audiences throughout the state. Here are a couple of statements from our campaign leaders:

"Learfield has been a crucial partner to the Department of Mental Health for several years now, assisting with our substance use prevention and suicide prevention efforts through various comprehensive media campaigns. They are very skilled in creating campaign material to appeal to our targeted audiences, and they always provide follow-up analytics and dashboard insights to ensure we have met our goals."

Angie Stuckenschneider
Division of Behavioral Health, Director of Prevention

"Learfield has been an outstanding partner for DMH and the Show Me Hope Crisis Counseling Program (CCP). Through Learfield's hard work and commitment, they have assisted us in reaching over 3 million Missourians to help spread awareness and education about the CCP. Learfield is responsive, creative and always goes above and beyond in helping us on projects and to achieve our goals."

Beekie Giercr
DMH Office of Disaster Services Deputy Director

An Equal Opportunity Employer; services provided on a nondiscriminatory basis.



LEARFIELD

Page 2-Learfield Recommendation

Learfield's expertise, creativity and attention to detail have been and continue to be vital to our ongoing efforts to reach our constituents, especially during recent challenging, pandemic times. Your team members are easy to work with and willing to take the time to listen, discuss and respond to the department's concerns and questions.

I confidently recommend Learfield! If you have any further questions, please feel free to contact me.

Regards,



Debra Walker
Director of Public Affairs
Department of Mental Health
Debra.Walker@dmh.mo.gov
573-751-1647

An Equal Opportunity Employer; services provided on a nondiscriminatory basis.



LEARFIELD

CORPORATE OVERVIEW

J. SUBCONTRACTORS

Learfield, while being a full-service agency, does intend to hire a subcontractor for this proposal for website design and educational video production.



Pivto Digital Learning, a long-standing Learfield partner, provides **engaging, cinematic-quality video** to create unforgettable learning experiences. Pivto helps organizations to craft modern, impactful training programs that go beyond traditional, monotonous formats.

Pivto boasts **extensive experience in government training videos**, collaborating with industry leader Learfield. This expertise, combined with our **passion for innovative storytelling**, translates into **compelling learning journeys** that resonate deeply with learners across all industries.

Immersive video scenarios bring any complex topic to life. This is the Pivto difference. We leverage the power of video to:

- **Boost knowledge retention:** Visually rich content fosters deeper understanding and long-term memory.
- **Increase learner engagement:** We go beyond lectures, incorporating interactive elements and storytelling techniques to keep learners actively involved.
- **Drive behavior change:** By connecting emotions with information, we inspire learners to apply their knowledge, ultimately improving performance and outcomes.

Why Pivto?

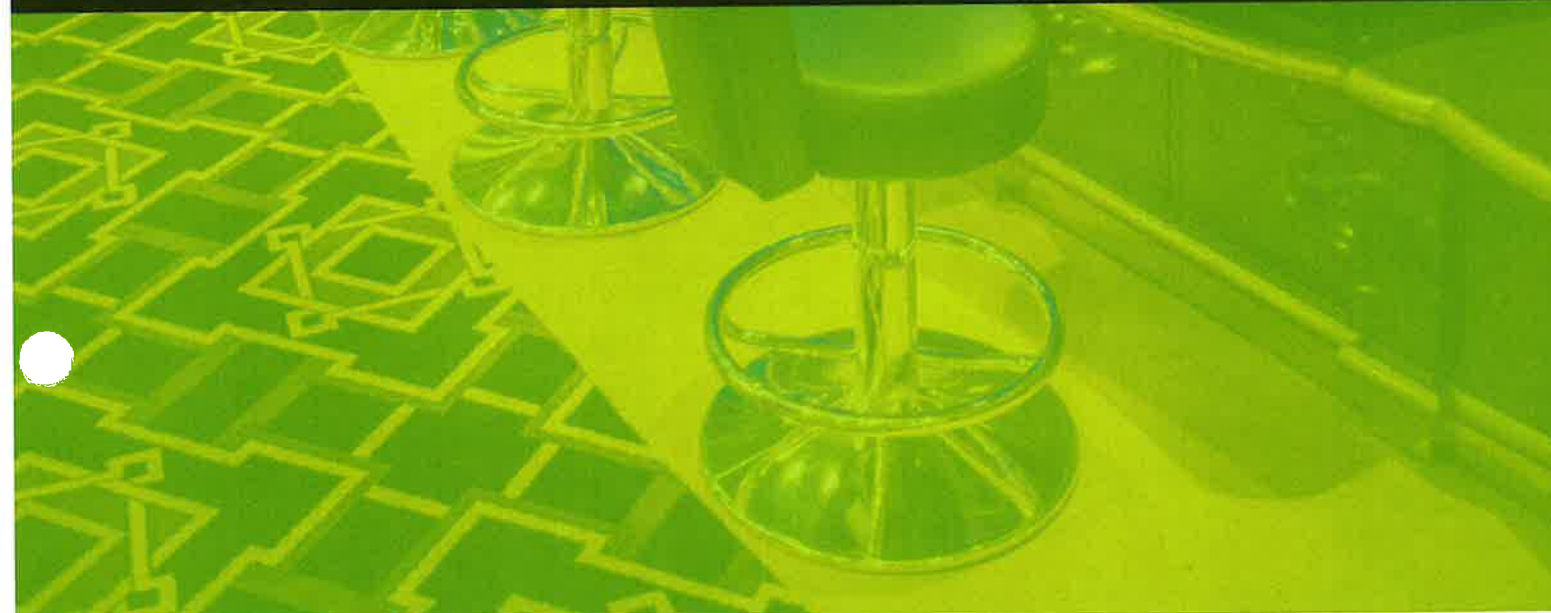
- **Cinematic Expertise:** We are award-winning video storytellers, weaving impactful narratives into every learning experience.
- **Proven Track Record:** Our long-standing partnership with Learfield speaks volumes about our ability to deliver high-quality, engaging training.
- **Woman-Owned and Passionate:** We are a diverse team dedicated to making a positive impact through innovative learning solutions.





SECTION TWO:

- **PROPOSAL FOR
PERFORMING THE
WORK**





AN ADDICTION THAT'S NOT WORTH THE BET

In a report from November of last year, Soliant Health ranked Nebraska as the best state for mental health. While this is something Nebraskans can be proud of, there's a lot of nearby factors that could cause severe damage to the state's mental health accomplishments.

Casino gambling has begun in Nebraska, with the addition of more casinos and racetracks soon to pop up statewide. Online gambling has yet to be legalized in Nebraska but given the ease for their neighbors in Iowa to place bets on their phones from the comfort of their homes, that day could soon be fast approaching. Sports gambling has spread like wildfire, with a slew of younger adults placing bets on games daily. Sportsbooks are accepting more and more bets from a younger audience, and the possibilities of gambling addiction have never been greater.

Gambling addiction is a gateway to other health issues, such as alcohol abuse, drug abuse, domestic and sexual abuse. And according to the Family Research Specialist, of all the forms of addictions, gambling has the highest suicide rates. **Problem gamblers are 15 times more likely to commit suicide than those who aren't**, and 20% of problem gamblers attempt suicide. Given that Nebraska borders three states that rank among the ten highest in suicide rates, that's a setup for a very grim situation.

Learfield Interaction understands the importance of this campaign. This isn't just an education campaign, nor is it a campaign that simply aims to warn about the potential dangers of gambling. **This is a campaign that is geared to save lives.** It's aimed to keep Nebraskans healthy, happy and on stable financial ground. And we're excited to roll up our sleeves and help make a difference.



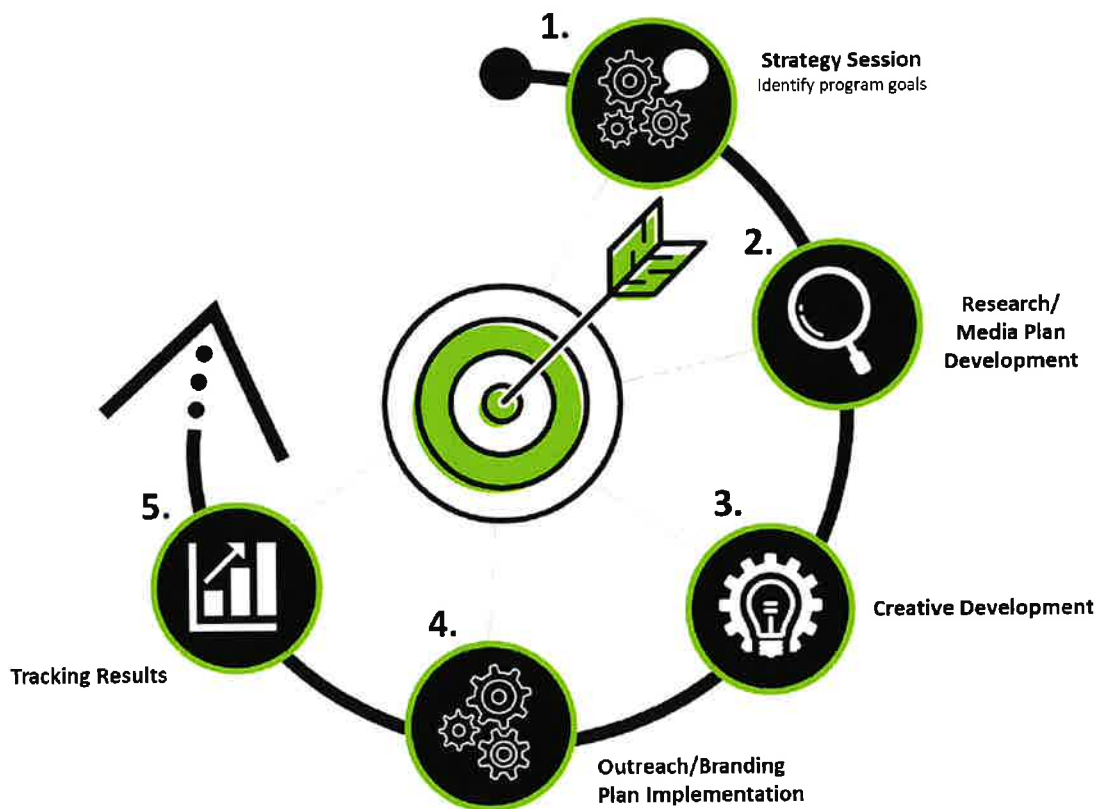
LEARFIELD

PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN

I. OUR PHILOSOPHY AND STYLE OF APPROACH

Learfield has a long history of helping state agencies reach the audiences they need. Our award-winning creative team can develop full branding campaigns that include radio, TV, social media and digital marketing components. But to do so, we go through a five-step process to ensure campaign success. It starts with a meeting of both the client team and our team to meticulously identify all program goals. We then do thorough research to produce the best media plan for our clients, and then meet again to discuss this plan and to discuss creative preferences, which help us to develop the best creative for each campaign. After getting enthusiastic approval from you, we'll then begin to implement the campaign, reaching and educating Nebraskans on a statewide level. We'll use live dashboards to track results, and to make proactive recommendations, which we'll execute once we meet with you and get approval. We are in consistent and constant communication to ensure everything runs as smooth as possible, and that the results speak for themselves.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

I. OUR PHILOSOPHY AND STYLE OF APPROACH (cont.)

As you've read in our earlier examples, Learfield Interaction has done several campaigns that have focused on both healthcare and recruitment. Because the goal of state governments in campaigns is to reach and educate, we feel as if every campaign is an education one, and we're proud to serve in that capacity. Learfield Interaction has had working relationships with state governments across the Midwest, understands the importance of each campaign, as well as following HIPAA requirements, and has covered subjects such as COVID vaccines, immunizations, mental health and suicide prevention, among others. In Nebraska, Learfield Interaction has worked with DHHS on campaigns such as suicide prevention, 988, radon action month, iServe Nebraska, and the benefits of hiring those with developmental disabilities. We also have worked with the Nebraska Children and Families Foundation in their quest to set all of Nebraska's children up for successful lives, and with the Nebraska Center for Nursing to help recruit and retain nurses throughout the state. Many examples of our work can be found at <https://www.youtube.com/@LearfieldInterAction>

II. DEMOGRAPHIC FACTORS

Learfield Interaction understands that with each campaign comes certain specific demographics that often differ on where and how they prefer to get their messaging. This is why Learfield Interaction implements an omnichannel approach into campaigns; while rural Nebraskans tend to be less on digital media and more towards radio, those in the Omaha and Lincoln metros tend more often to look to their phones. Farmers don't "Netflix and chill" too often, but college kids in Kearney do. The best way to approach this campaign is to diversify the campaign, using as many channels as possible so that everyone is Nebraska not only is aware of the dangers of public gambling; they're also aware that NPGAP is a valuable resource they can use to heal themselves and better their mental health. The most important statistic of this campaign is the decline of problem gambling and problem gamblers in Nebraska, and our goal is to reach every Nebraskan, using the right tools to get the job done and done well.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

II. DEMOGRAPHIC FACTORS (cont.)

In an oil refinery, a Management of Change file must be issued for every potential move made, so that it can be researched heavily before executing, as lives are on the line with every turn of the wrench. While not nearly as dramatic, Learfield Interaction also believes that this is a campaign where lives are on the line, as problem gambling can be the catalyst for other health issues, including drug and alcohol abuse, domestic abuse and suicide. Therefore, we will use live dashboards to track impressions and click-through rates (CTR), to ensure that Nebraskans are getting the message daily. Should we see numbers that are concerning to us, we will work as a team to produce solutions and make our educated recommendations upon our regularly scheduled meetings, or sooner if we feel a greater sense of urgency. In terms of image, recruitment and retention, our hope is that you'll notice it first with reports of problem gambling decreasing through the state, even as new casinos and racetracks are being added. We'll notice it by continuing to check metrics and utilizing our media networks to see how the public is responding. First party data always is the most accurate, and we have the resources to obtain it and make decisions based off it for the good of the campaign.

III. OMNICHANNEL APPROACH

When we talk about a campaign to reach and educate on a statewide level, it's important to spare no effort. Learfield Interaction is blessed with the ability to promote and engage in a wide assortment of ways, and we intend to use all tools at our disposal to help prevent problem gambling in Nebraska. Learfield Interaction believes strongly in combining traditional media with a digital approach, especially as it's shown the combination of the two produces the greatest recall among Americans, and with problem gambling, the demographic is wide as any Nebraskan could become addicted. For campaigns such as this, we often use Google, Meta (Facebook/Instagram) including live Facebook events and YouTube. We also have Snapchat and Pinterest in our capabilities and have used TikTok in other states, but we recognize the State of Nebraska's policy against TikTok and will not use that platform for state government campaigns.



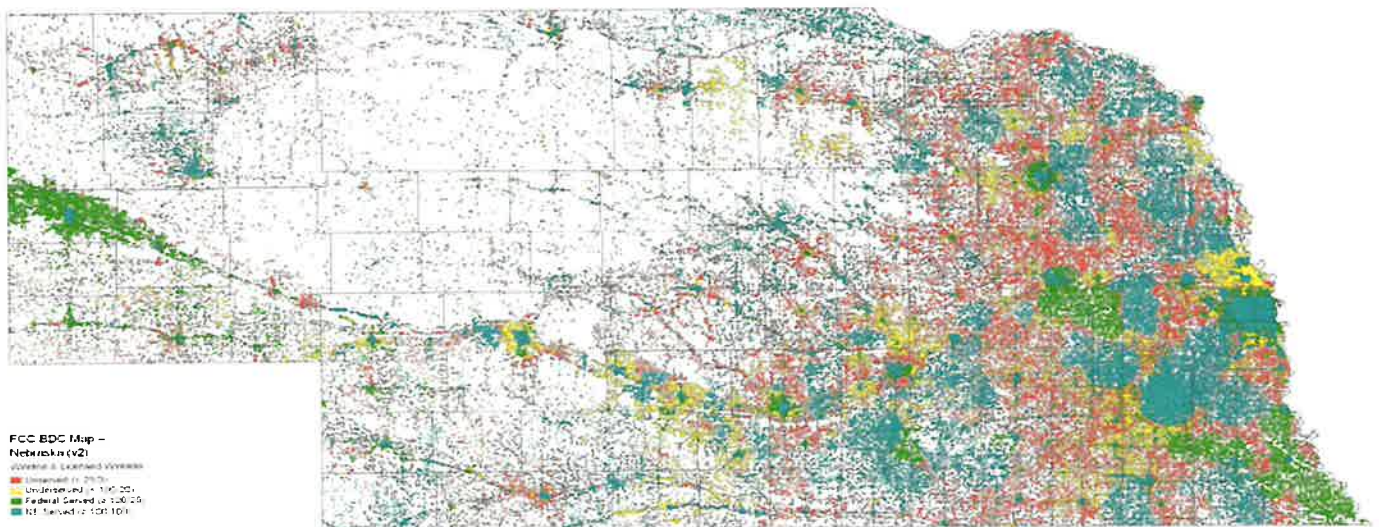
PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

III. OMNICHANNEL APPROACH (cont.)

We would combine a digital media approach with traditional media, as AM/FM Radio is a powerful medium to deliver messaging that results in a call to action from those who hear your message. Radio is the top medium for adults, has the greatest weekly reach among Americans 18 and over, and greatly increases advertising recall. Furthermore, we know **that as of Q3 2022, AM/FM radio passed broadcast TV in Nielsen's ratings for the first time in history and as of Q1 2024, has 105% of broadcast TV's audience.** While broadcast TV is declining as a medium, thanks in part to connected and streaming TV avenues, radio remains a powerful, consistent way to reach and educate, while also delivering a solid return on investment.

The other reason we'd use radio is shown by the map below, which illustrates the current broadband availability in Nebraska. As you can see, the areas in red (populated by 250,000 Nebraskans) have no broadband service, while the ones in yellow are currently underserved. While we are strong believers in both the digital and programmatic spaces, we would be doing the Commission a disservice if we didn't ensure that these Nebraskans weren't reached and educated by this campaign. With that in mind, we will implement our proprietary statewide network into this campaign, making sure hard-to-reach Nebraskans get your message.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

III. OMNICHANNEL APPROACH (cont.)

Along with AM/FM radio, in our traditional media approach, we would place billboards throughout the state. The Learfield Interaction team is very aware that the chances of problem gambling double if one lives within 10 miles of a casino, and we're also aware that disadvantaged communities tend to have higher rates of problem gamblers. We also know that, according to the NIH, rural populations have higher rates of problem gamblers than urban populations. Learfield owns the largest agricultural network in the country, Brownfield, so rural populations have been at the heart of what we do since our inception. However, as stated earlier, our goal in education and prevention campaigns, especially when state governments are involved, is to peer into every corner. With this in mind, we feel that placing billboards in highly visible areas, along busy highways and close to Nebraska casinos will be another way to capture hard-to-reach Nebraskans and remind them that there's resources available if a day of gambling turns into a nightmare.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

III. OMNICHANNEL APPROACH (cont.)

We would also combine digital and traditional media with programmatic media. Imagine a group of college kids piled on a couch, ready to watch the next great streaming series on Hulu. Then, imagine the first image they see is educating them on the dangers of problem gambling and to bet responsibly. Programmatic media will allow you to reach Nebraskans like never before; from screens at the local Hy-Vee, to treadmills in a fitness center, to their favorite podcasts and websites. As we stated before, Learfield Interaction intends to leave no stone unturned, so we plan to saturate the digital market, fill the spaces unserved or underserved with radio messaging and then reach people where they go, be it online or in town. We want everyone to know that Nebraska is equipped with resources to help its people truly live “the good life”, even in the direst of situations. Our programmatic media strategy allows us to use data insights to reach the people we want in the right place, at the right time.

We will utilize high impact digital billboard placements and locations across Nebraska to reach both Nebraska residents and Nebraska students to educate them about the importance of gambling responsibly. We'll target high impact areas for Nebraskans who are doing routine daily activities.

Where will we place them?

- Outdoor digital billboards – Interstate 80, US highways, busy city streets
- Colleges and Universities – school cafeterias, student centers, libraries, coffee shops, student unions
- Inside malls and retail centers
- Inside movie theatres – on screen before movies, food courts, hallways
- Gyms and fitness centers – 24-hour Fitness, Gold's Gym, Pure Fitness and more
- Doctors' offices – inside waiting areas
- Grocery stores – all throughout store



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

III. OMNICHANNEL APPROACH (cont.)

We will utilize site, sound and motion with video placements within high quality television publishers like Sling, Roku, Samsung, Direct TV, Lifetime, Fox, ESPN, CNN, HGTV, Discovery, Travel, A&E and Hulu, reaching and educating Nebraskans about the dangers of gambling addiction and the resources in place to help those in need. The videos will run on connected TVs across many different premium publishers within many different types of content. In addition, we will include video placements within Hulu on demand content. We can run either :15 or :30 spots.

We will utilize audio placements within podcast, streaming radio and streaming music across publishers like iHeart Media, Audacy, Spotify and many more to reach and educate Nebraskans statewide about problem gambling and how NPGAP exists to help Nebraskans in need. This will target not only Nebraska citizens, but senators in the Unicameral and employers as well. Audio ads will run within podcasts, streaming music channels, streaming radio before, in the middle and at the close of content segments. We can run both :15 or :30 spots.

We will utilize banner display placements within premium publisher websites and blogs to reach and educate citizens of Nebraska about the importance of responsible gambling and what NPGAP can provide in case someone becomes addicted. Banner ads will run on premium websites like msn.com, espn.com, wsj.com, fox.com, and forbes.com targeting students, employers and Nebraska senators.



PERFORMING THE WORK

IV. OMNICHANNEL APPROACH (cont.)

Learfield Interaction was tasked in October 2023 to help the Nebraska Center for Nursing in recruiting and retaining nurses to help fill the gap of a projected nursing shortage in Nebraska. The Center for Nursing had never done a marketing campaign before since its inception in 2000, and asked Learfield to create a new website and branding in addition to launching a statewide campaign. Learfield Interaction met weekly (and continues to do so), with the Center for Nursing team, working on the development of a plan that combines traditional media with a strong digital media presence and a programmatic media strategy that reaches Nebraskans statewide. We started by changing the old logo (left) with a new logo (right) and branding guide that shows immediate clarity and unity in NCN's messaging, as well as launching a new website at center4nursing.ne.gov



NEBRASKA
CENTER FOR
NURSING



The similarities between the NCN campaign and a campaign for NPGAP are that both campaigns require doing the utmost to get the message out. Both campaigns require reaching and educating every single Nebraskan, so an omnichannel approach, hitting urban and rural parts of the state with various ways to reach Nebraskans is vitally important. The differences would lie in the demographics. Problem gambling can affect any Nebraska adult, so the campaign would be catered to meet all demographics of adult Nebraskans. We would also do more geotargeting with some of our capabilities (ex: billboards) to reach Nebraskans near casinos and in disadvantaged areas, as we know statistically that the odds of problem gambling increase in both.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

V. CAMPAIGN EFFECTIVENESS

Learfield has evolved with technological advancements; our in-house programmatic media agency builds and executes impactful, customized solutions for North America's leading sports, arts and entertainment, higher education, state agencies, and financial services institutions. Our experienced team has a solid history of advertising and marketing a broad range of products and services to various industries. Learfield clients in the government sector have relied on the expertise of our team to craft engaging and action provoking messaging that meets audiences in the moments and mediums that matter. An integral component of Learfield's campaign process includes intra- and post-campaign evaluation. Our team has the capacity and agility to optimize and pivot campaign elements for maximum effectiveness among target audiences and can provide in-depth insights at cadences aligned with client needs.

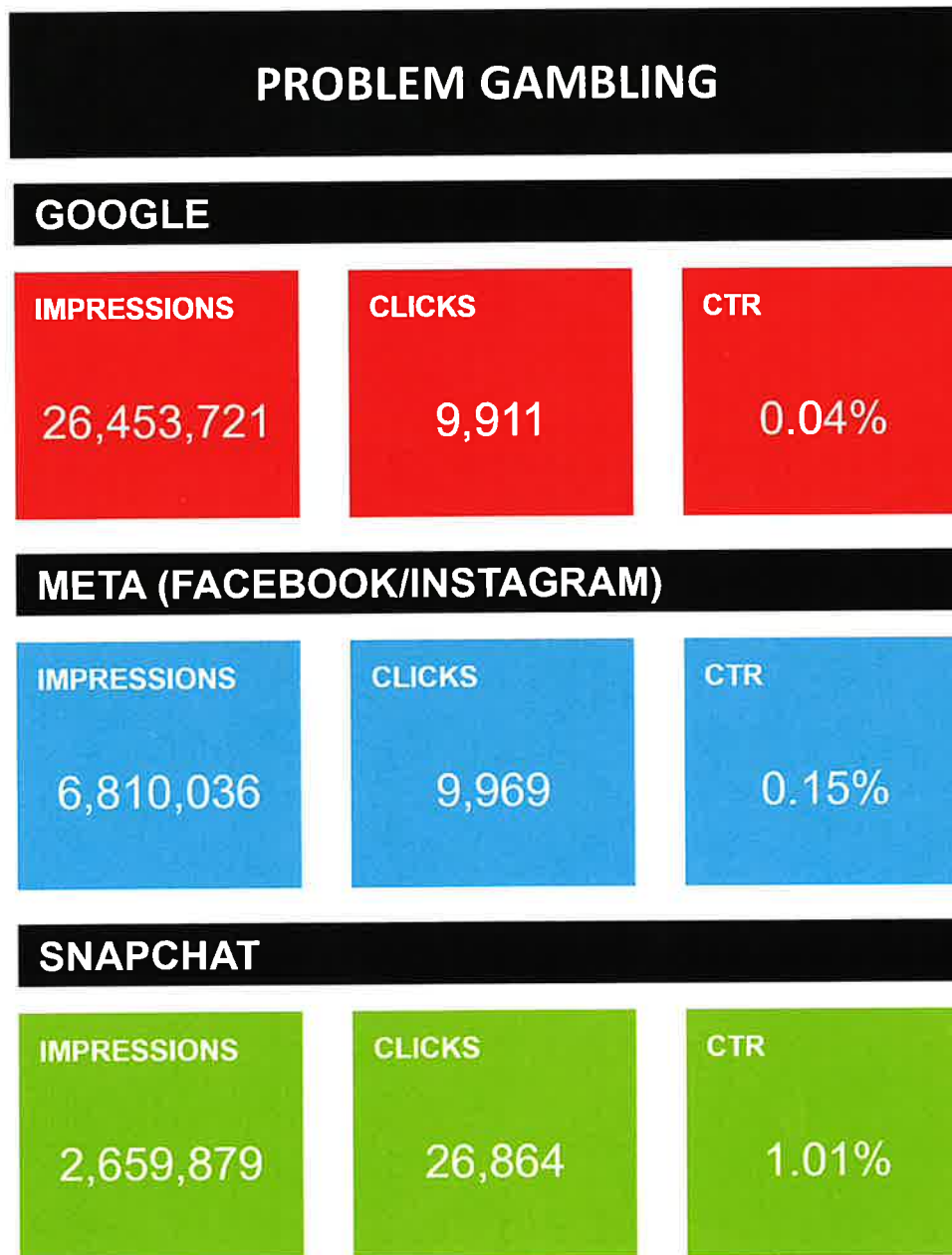
Detailed analytics are reported by our team including **reach, frequency, impressions, video views and engagement rates**. Upon campaign launch, proof of performance and digital analytics are provided in the form of ad links and an interactive campaign dashboard (see example on page 42). Dashboard data for digital media components are updated roughly every 24 hours to allow clients to maintain a pulse on campaign performance. Quarterly summaries include audiences targeted through demographic, interest and behavior categories, impressions served, and audience reach (when available). Designed for grant reporting, these summaries provide in-depth data and insights that are critical to ensuring reporting requirements are met. If key performance indicators (KPIs) are determined prior to the launch of the campaign, we will also provide data on those designated metrics. Through our state radio networks, we provide Nielsen audience results, letting the client know how many times their message aired, the number of people who heard it, and the frequency at which it was heard.



PERFORMING THE WORK

A. DEVELOPMENT OF THE MARKETING PLAN (cont.)

Realtime dashboard with detailed analytics are updated daily by our research team including reach, frequency, impressions, video views and engagement rates. Monthly analysis to evaluate enrollment and web traffic. Optimization recommendations for content updates will be provided to your team.



PERFORMING THE WORK

B. DEVELOPMENT OF THE MARKETING BUDGET

I. BUDGET ALLOCATION

As stated in the Corporate Overview, Learfield operates as a one-stop shop, but also with the knowledge that an investment from a state government is taxpayer money. **Therefore, our philosophy is that we want as much of that investment to go towards the placement of the campaign and not into production costs, fees and mark-ups.** We will not charge for edits and rewrites and keep the focus of the investment on the mission at hand, which should best satisfy Nebraska taxpayers.

Our budgets will indicate strongly that most of your investment goes into the placement of your campaign. The various channels that we allocate funds, along with the amounts, depend on the demographics and what channels, through current statistics, not only best reach each demographic but provide a call to action. It's one thing to see the information; it's another to absorb and understand it, and our focus is on the latter. Furthermore, we use live dashboards to track the success of your campaign, so we can be proactive in making allocation changes to best maximize your return on investment.

II. FISCAL RESPONSIBILITY

As an owner of media and content, Learfield Interaction can deliver the lowest price with no additional mark ups like traditional agencies. In addition to Learfield's owned media, we have long-standing relationships with vendors and media outlets, allowing us to obtain the most cost-effective price for media and marketing tactics. Learfield can leverage the size and scope of our company to establish the best price. We have dedicated personnel to manage finances to ensure all campaigns do not exceed allocated budgets.

Learfield Interaction has strategically partnered with clients on a variety of different programs using both traditional and digital media channels. Additionally, we understand the fluidity of funding and timelines of state government programs, so we understand timing challenges could occur and will work and grow alongside you as we move forward in this process. Learfield will work with NPGAP to stay within the determined budget for each public health campaign. The determined budget encompasses development of all campaign assets, implementation, buying, monitoring, reporting and cost of the media platforms provided by Learfield. **NPGAP will not be charged for any unexpected charges.**



PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL

I. CREATIVE PROCESS

Developing and distributing content for state agency clients has been Learfield's priority for decades. Our team establishes what a successful content strategy looks like for each campaign that will attract and engage the respective target audience(s). We understand that regardless of what media tactics are part of the campaign, content is crucial to a well-rounded marketing campaign.

Creative Services have always been a priority as we work to develop top quality content for our affiliates and clients in the form of news, sports and agricultural programming. Learfield's award-winning creative team will also develop captivating creative for NPGAP. Our creative team will collaborate with program managers to understand and develop a goal-oriented message. Graphic design, video production, audio production, copywriting and other creative fulfillment needs are managed by our in-house creative team. The creative assets will be collected as a toolkit that is available for NPGAP and its respective programs to use. **Learfield will provide the original proof and revisions at no additional charge.**

YOU are the client, and therefore, Learfield strongly believes that the only ethical process is that we will never release any audio, video, or digital creative for this campaign to the public without the full consent of the campaign team at NPGAP. It must be right with you before the public can become aware, and that's the process we always take.



PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL (cont.)

II. WEBSITE HOSTING AND DESIGN

Our process for website development and hosting is designed to ensure a seamless, optimized, and user-friendly experience. We begin with a comprehensive consultation to understand your specific needs and goals, followed by the design phase where our creative team develops a visually appealing and intuitive interface tailored to your brand. For hosting, we partner with reliable providers to guarantee high uptime and quick loading speeds, ensuring your website is always accessible and performs efficiently. Throughout the development process, we implement best SEO practices to enhance your site's visibility and search rankings. Finally, we conduct thorough testing across all major devices and browsers to ensure compatibility and performance and provide ongoing support and maintenance post-launch to keep your website updated with the latest security and technology standards.



PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL (cont.)

III. CREATIVE EXPECTATIONS

Learfield has a long history of helping state agencies reach the audiences they need. Planning and strategy sessions, project timelines, surveys, interviews, and appropriate tactics will be conducted by the Learfield Interaction team to ensure that your objectives are met for each respective campaign. In addition, our Research Analyst and Strategic Marketing Executive can provide the latest research to ensure that our marketing strategy aligns with industry, target audience, insights and trends. Learfield has a dedicated and experienced in-house team to guide the strategy, planning and fulfillment of your campaign objectives. Our creative team works diligently with project managers for pre-campaign development, including messaging and creative content development. Our project coordinators and fulfillment staff teamwork to ensure that campaign elements exceed client expectations prior to campaign activation. Our Research Analyst and Digital Strategy Coordinator turn to industry-leading resources and tools to deliver insights critical for campaign development.

Additionally, Learfield has the capability to organize interviews, distribute surveys, facilitate focus group discussions, and implement various additional means to conduct formative research. We also use several software programs in-house.

HIVE is project management software utilized by Learfield. Seamless project progress is automated, and workflow is easily tracked by the marketing team implementing DHHS/CFN campaigns. With ease, client feedback is tracked, and revisions are made prior to final approvals.

VCreative is our media workflow software. Learfield can help write and produce your audio messaging and track the approval process easily with VCreative. VCreative will house historic audio and track the flight schedule for DHHS/CFN campaigns.



PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL (cont.)

III. CREATIVE EXPECTATIONS

Learfield Interaction will deliver the following for NPGAP:

a. Performance of Services

Learfield Interaction has decades of experience with campaigns that involve traditional, digital and programmatic media, along with a dedicated team with over 130 years of marketing experience and knowledge. As many of our options are owned in-house by Learfield itself, as well as having a dashboard that quickly gives us the analytics we need to be proactive, we feel extremely confident in the performance of our services.

b. Development and Evolution of Advertising Materials and Placement

Learfield Interaction will work together with NPGAP in developing quality advertising materials. We understand and are always aware though that any advertising material has an expiration date, and with that, impressions slow down and the call to action sharply decreases. During our meetings and using data acquired, Learfield Interaction will recommend the dates to change creative and will be proactive in launching new, fresh material to keep Nebraskans interested and engaged in your campaign.

c. Research Reports

The more facts and figures we know, the better the campaign will be. Learfield Interaction has believed this in every campaign we've done, and we believe that, through our meetings, being genuinely curious about the gaming industry in Nebraska and doing consistent research only allows us to produce more ideas and even better ways to engage and educate Nebraskans about the GAP program.



PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL (cont.)

III. CREATIVE EXPECTATIONS (cont.)

Learfield uses live dashboards (an example is on the next page) to track analytics. Fresh data is updated approximately every 24 hours, allowing us to be as proactive as possible when making changes, finding our strengths and fixing any potential weaknesses immediately. **The most important statistic in this campaign is the decline of problem gambling and problem gamblers in Nebraska**, and our result tracking will be geared daily with this in mind.

e. Final Assessment

Our entire team works daily to ensure that the marketing channels we use fit the demographic, cover the geography and lead to engagement. If we find an outlet isn't meeting the expectations that we have, we'll notify you and make the necessary changes as soon as possible. We do this not only for your Return On Investment (ROI), but also for your Return On Relationship (ROR). We want you to have the peace of mind that we're aware of how the campaign is going, and that you're able to tell Nebraskans that you made the most of their investment and delivered meaningful information about the GAP program to help keep Nebraskans living the good life, and not a dangerous one.

f. Due Dates

Learfield Interaction will have no issues meeting the following timelines and due dates set by NPGAP in Section V, Subsection D of the RFP. Furthermore, we would suggest the following:

- A Kick-Off meeting with NPGAP within two (2) weeks of contract execution.
- Monthly meetings with NPGAP after full campaign launch. **We would suggest weekly meetings until work plan is completed and first round of materials launched; then bi-weekly meetings until the campaign is fully launched.**
- Develop a timeline for proofing and approvals that is mutually agreeable between parties
- Ongoing campaign and marketing, including immediate, proactive actions if/when needed to ensure that the campaign is invested to the best of our shared abilities.

PERFORMING THE WORK

C. DEVELOPMENT OF THE CREATIVE PROPOSAL (cont.)

IV. EXAMPLES OF WORK

See Page 20 for a QR code that plays three audio examples, all on the dangers of problem gambling and where to find help, from the states of Missouri and Wisconsin.

For a wide array of video examples, we encourage you to visit our YouTube channel at: <https://www.youtube.com/@LearfieldInterAction>

For a website example, we encourage you to visit the brand new (1 month old) Nebraska Center for Nursing website at: <https://center4nursing.nebraska.gov/> You'll find more video examples there as well.

For a toolkit example and to showcase our creative experience, please visit: <https://missouri988.org/toolkit/>

Digital media examples are found on pages 8, 15, 17, and 19.

PERFORMING THE WORK

D. REPORTING AND COLLABORATION WITH NPGAP STAFF/COMMISSION

I. APPROVALS

As stated earlier, YOU are the client. Our policy on approvals is very simple: we won't publish or launch anything on your behalf without your full and enthusiastic approval. We will send materials to the NPGAP staff for approval, and if there are any rewrites or edits that need to be done, timelines will be set depending on the size and scope of the changes needed, but Learfield will get them done for you as soon as possible. Any rewrites or edits done by Learfield will go through the same approval process, and NPGAP will not be charged for any rewrites or edits that are done.

II. REPORTS

Please see the following 3 pages for examples of campaign reports that we have done for our clients. Client names and images have been redacted.

REPORT EXAMPLES

FACEBOOK (ADS AND PROMOTED POSTS)

CREATIVES



IMPRESSIONS - LIVESTOCK MARKE

13,880

CLICKS (ALL) - LIVESTOCK MARKE

1,945

CTR (ALL) - LIVESTOCK MARKET

14.01%



IMPRESSIONS- BROAD

869,882

CLICKS (ALL)- BROAD

42,793

CTR (ALL)- BROAD

4.92%

GOOGLE DISPLAY

CREATIVE



IMPRESSIONS- INTEREST

494,184

CLICKS-INTEREST

368

CTR-INTEREST

0.07%

IMPRESSIONS-CUSTOM

1,085,963

CLICKS-CUSTOM

712

CTR- CUSTOM

0.07%

NOTES:

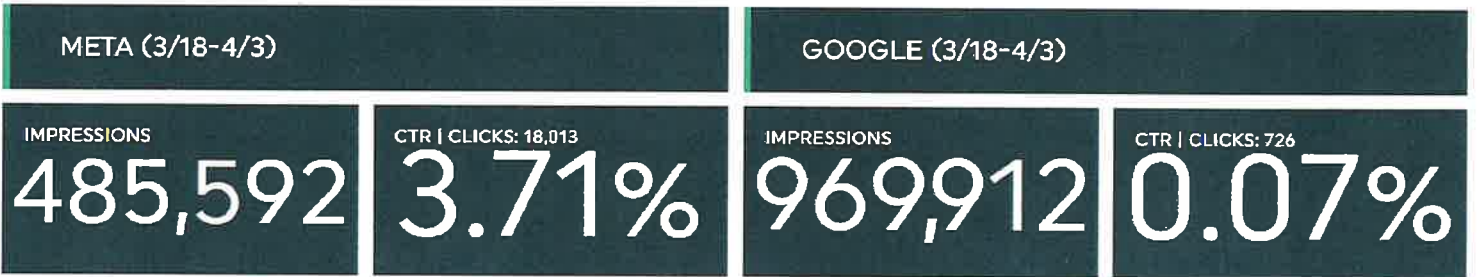
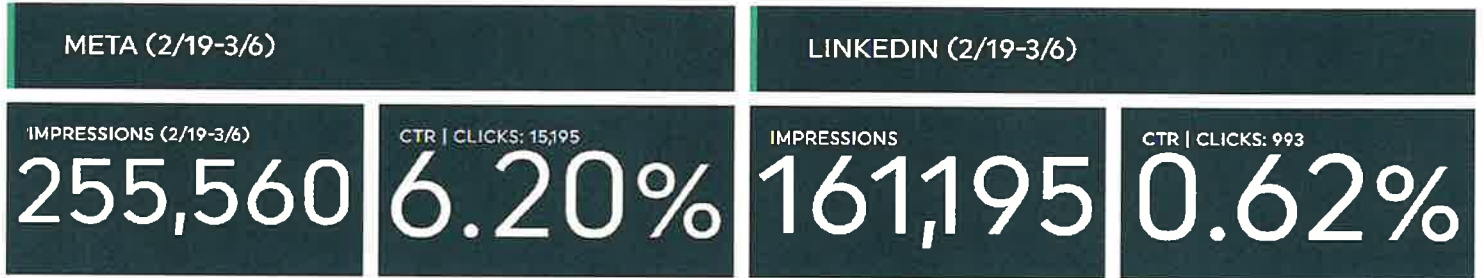
"Interest" are the ads targeted to users who: (1) visit pages about agriculture, horticulture, agrochemicals, etc.; (2) are actively researching ag market news, cattle farming, cattle feed, etc.

"Custom" are for the ads targeted to users who searched keywords relevant to our campaign. For example, vulture bird, turkey vulture picture, buzzard protected species, buzzard bird plack, turkey vultures in missouri, a vulture bird, black buzzard, how to get rid of vultures in your yard, depredation permit, necropsy, turkey vulture facts, black vultures in missouri, et cetera.



LEARFIELD

REPORT EXAMPLES



RUNNING 3/1 3/31

Benefit Ads

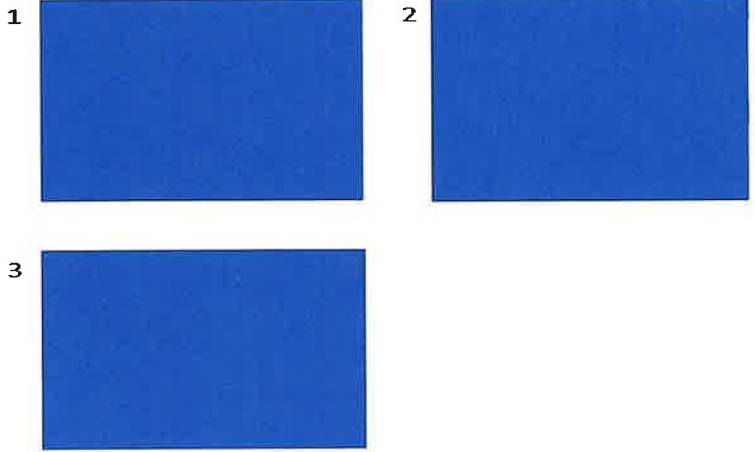


LEARFIELD

REPORT EXAMPLES

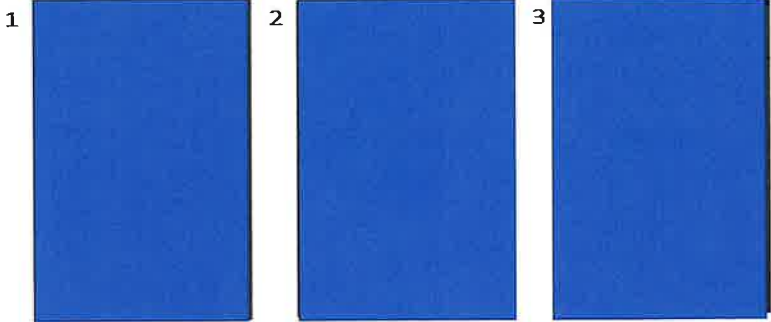
Google Display

	Impressions	Clicks	CTR
Ad 1	565,607	4,776	0.84%
Ad 2	419,589	3,127	0.75%
Ad 3	393,484	4,093	1.04%
TOTAL	1,378,680	11,996	0.87%



Snapchat

	Impressions	Clicks	CTR
Ad 1	628,369	1,818	0.29%
Ad 2	628,935	1,908	0.30%
Ad 3	629,257	1,835	0.29%
TOTAL	1,886,561	5,561	0.29%





**SECTION THREE:
FORM A, TERMS
AND CONDITIONS
& COST PROPOSAL**

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:	Learfield Interaction
Bidder Address:	505 Hobbs Rd., Jefferson City, MO 68509
Contact Person & Title:	John Baker, Executive Vice-President and General Manager
E-mail Address:	john.baker@learfield.com
Telephone Number (Office):	(573) 556-1257
Telephone Number (Cellular):	(573) 680-2167
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Learfield Interaction
Bidder Address:	2700 Grand Ave., Suite 103, Des Moines, IA 50309
Contact Person & Title:	Jean Neuberger, Strategic Marketing Executive - Nebraska
E-mail Address:	jean.neuberger@learfield.com
Telephone Number (Office):	(515) 322-5223
Telephone Number (Cellular):	(479) 530-0353
Fax Number:	

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.

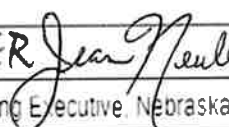
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Learfield Interaction
COMPLETE ADDRESS:	505 Hobbs Rd., Jefferson City, MO 68509
TELEPHONE NUMBER:	(573) 893-7200
FAX NUMBER:	
DATE:	April 10, 2024
SIGNATURE:	<i>JEAN NEUBERGER</i> 
TYPED NAME & TITLE OF SIGNER:	Jean Neuberger, Strategic Marketing Executive, Nebraska

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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 subcontractors 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. § 81-8.234), 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:
JN			

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:
JN			

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:
JN			

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 (j)(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:
JN			

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 days 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:
JN			

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

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures,
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract.

5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract.
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
JN			

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/material/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:
JN			

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:
JN			

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:
JN			

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:
JN			

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 contractor's 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
RFF # NPGAP2024.1
Email: david.geier@nebraska.gov
Attention: David Geier

Nebraska Gamblers Assistance Program
700 South 16
Lincoln NE 68509

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:
JN			

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:
JN			

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:
JN			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT) developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities as it affords to employees, program participants and members of the public who are not persons with disabilities.

2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection III.L.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:
JN			

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:
JN			

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:
JN			

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:
JN			

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:
JN			

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 81-2406).

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:
JN			

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.

ATTACHMENT A: COST PROPOSAL Request for Proposal NPGAP2024.1

Bidder Name: Learfield Interaction

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
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$ 3,000	\$ 0	\$ 0
2. Design of Public Awareness Campaign and Branding	\$ 8,000	\$ 0	\$ 0
3. Account Services and Management	\$ 0	\$ 0	\$ 0
4. Website	\$ 24,500	\$ 3,000	\$ 3,000
5. Other (Please Specify) Live Dashboard	\$ 1,000	\$ 1,000	\$ 1,000
MEDIA PRODUCTION			
	<i>Sub-total</i> \$36,500	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)	\$ 17,000	\$ 18,500	\$ 20,000
b. Audio Media Production (15-30 seconds of audio content)	\$ 4,000	\$ 4,800	\$ 5,200
c. Print Media Production – Print Advertisement	\$ 8,000	\$ 9,200	\$ 10,500
d. Digital Media and Social Media Production	\$ 7,500	\$ 8,625	\$ 9,919
e. Website	\$ 0	\$ 0	\$ 0
f. Other (Please Specify)	\$ 0	\$ 0	\$ 0
2. Branding Toolkit (See RFP Section V.C. 1. H.)	\$ 2,800	\$ 2,800	\$ 2,800
	<i>Sub</i> 39,300		

* Initial Term and Optional Renewals totals are based off of two year contracts.

** Learfield plans to use the majority of NPGAP's investment in media placement. To see an estimate breakdown of the first year's budget, please see the following page.

Total: \$75,800
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ESTIMATED FIRST YEAR BUDGET

State of Nebraska RFP NPGAP 2024.1	
Learfield Interaction Annual Sample Budget for 2024-2025	
Traditional Media	\$ 101,350.00
Programmatic Media	\$ 135,000.00
Social/Digital Media	\$ 165,000.00
Media Placement Total	\$ 401,350.00
Media Planning (1 year)	\$ 29,000.00
Media Production (1 year)	\$ 19,650.00
Media Placement (1 year)	\$ 401,350.00
GRAND TOTAL	\$ 450,000.00