



Response to Request for Proposal (RFP)
Number NPGAP 2024.1

4.18.24

ORIGINAL

Thank you for including us in the Nebraska Problem Gamblers Assistance Program (NPGAP) Multi-media Marketing Services Request for Proposal. We know that your counseling services are imperative to those at any and all stages of gambling addiction and can help save families and lives. We know that there is a great need to continue informing the public about NPGAP, educating the public about gambling and addiction to gambling, and motivating those affected by problematic gambling to use the help that NPGAP offers to Nebraskans. Lastly, we know that the digital landscape is a noisy one so advertising must be created and deployed differently than before—and not just differently than 5 years ago; differently than 6 months ago. Which means you need a full-service agency partner who thinks differently, too.

Look no further.

At MediaSpark, our team of marketing strategists, media traders, analysts and creatives have deep expertise in thinking differently—with NPGAP specifically—strategizing most recently with NPGAP to build awareness and engagement as a media subcontractor. And we'd love nothing more than to put our expertise, collaborative approach and creativity to work for you as your partner in creative and media alike.

Sincerely,

Patsy Sumner

Patsy Sumner
CEO

1. CORPORATE OVERVIEW

The Corporate Overview section of the bidder's proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters,:

MediaSpark LLC
14707 California Street, Suite 3
Omaha, NE 68154

entity organization (corporation, partnership, proprietorship),:

Limited Liability Company

state in which the bidder is incorporated or otherwise organized to do business,:

Nebraska

year in which the bidder first organized to do business,:

2015

and whether the name and form of organization has changed since first organized,:

No

1. CORPORATE OVERVIEW (cont.)

b. FINANCIAL STATEMENTS *The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization. If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization.*

We're MediaSpark, and as our name states, we've been media planning, buying, analyzing and optimizing since 2015. Woman owned and women led, we have grown our book of business year over year, projected to reach \$10 MM in revenue in 2023. Our staff of 15 is composed of in-house traders, media strategists, analysts and a senior level creative team who work to ensure that every message and pixel placed in market moves audiences to action, optimizing and adapting as needed. In fact, our adaptability and tenacity have garnered us recognition on the Inc. 5000 Fastest-Growing Private Companies in America list for two years running.

Located in Omaha, Nebraska, our client roster includes local, regional and national nonprofits and corporations, including Nebraska Humane Society, Boys Town, Creighton University, Omaha Henry Dooley Zoo & Aquarium, YMCA of Greater Omaha, OPPD, UNL, CLAAS and Monolith. And our knowledge in marketing strategy, digital media and creative execution is second to none.

1. CORPORATE OVERVIEW (cont.)

Additionally, a non-publicly held firm should provide a banking reference. The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist. The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

FNBO since 2015

c. CHANGE OF OWNERSHIP If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Not applicable

d. OFFICE LOCATION The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

MediaSpark LLC

14707 California Street, Suite 3

Omaha, NE 68154

e. RELATIONSHIPS WITH THE STATE The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

- Subcontractor with NPGAP since 2018

- Subcontractor with Nebraska Department of Education (2018-2020)

- Agency for Board of Regents//University of Nebraska Lincoln since 2022 (University Communication and Marketing Media Strategies Contract #3599-22-8014)

f. BIDDER'S EMPLOYEE RELATIONS TO STATE If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare. If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Not applicable

1. CORPORATE OVERVIEW (cont.)

g. CONTRACT PERFORMANCE If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default. It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare. If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Not applicable

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE The bidder should provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:

- a) The time period of the project,
- b) The scheduled and actual completion dates,
- c) The bidder's responsibilities,
- d) customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor.

Originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

OPPD: The Omaha Public Power District (OPPD) is the largest publicly-owned electric utility in Nebraska, serving 800,000+ residents across 13 counties. Established in 1946, OPPD is headquartered in Omaha and provides electricity to homes, businesses and industries in the region.

Committed to affordability, sustainability and reliability, OPPD has been actively investing in renewable energy sources to reduce carbon emissions and promote environmental stewardship. Their most recent campaign, "Illuminate Our Future", works to raise awareness and affinity for OPPD by communicating their strategic vision to make OPPD cleaner, more sustainable and more innovative. As their media partner, we are responsible for the media strategy and buying, ensuring this campaign continues to be seen by customers and Nebraskans where they consume their media.

TIME PERIOD OF PROJECT: May 2023 to present

SCHEDULED AND COMPLETION DATES: Annual campaign

BIDDER'S RESPONSIBILITIES: Media strategy and media buying

CHANNELS USED: OOH, Pre-roll, Social, Print, Digital

CONTACT: Laura King-Homan, Supervisor, Brand and Communities Operations, lkinghoman@oppd.com. (531) 266-3756,

ORIGINALLY SCHEDULED COMPLETION DATE AND BUDGET, AS WELL AS THE ACTUAL (OR CURRENTLY PLANNED) COMPLETION DATE AND ACTUAL (OR CURRENTLY PLANNED) BUDGET. 2023: \$900,000 planned and actual

1. CORPORATE OVERVIEW (cont.)

UNIVERSITY OF NEBRASKA-LINCOLN: Founded in 1869, the University of Nebraska-Lincoln (UNL) is the flagship institution of the University of Nebraska system. UNL offers a wide range of undergraduate, graduate and professional degree programs across various disciplines, including agriculture, engineering, business, humanities and sciences and comprises several noteworthy colleges and schools, including the College of Agricultural Sciences and Natural Resources, the College of Engineering, the College of Business and the College of Journalism.

While noteworthy in several disciplines and known for their beloved Husker football team and all sports teams, research shows that UNL needs to bolster their reputation outside the state of Nebraska, communicating their outstanding academic programs and affordable access to a Big Ten education to parents of teens and preteens looking to enroll in a university system.

UNL created videos highlighting student stories then looked to us to put their stories in market. We evaluated multiple digital media channels looking for the best CPMs to maximize impressions, engagement, reach and frequency and continue to place and optimize their ads in large markets across the Midwest. Sentiment continues to increase and enrollment from out of state is up.

TIME PERIOD OF PROJECT: May 2023 to present

SCHEDULED AND COMPLETION DATES: Annual campaign

BIDDER'S RESPONSIBILITIES: Media strategy and media buying

CHANNELS USED: Preroll on Hulu, YouTube, Meta

CONTACT: Andy Schadwinkel, Director, Marketing & Strategic Communications, aschadwinkel@unl.edu, (402) 499-7248

ORIGINALLY SCHEDULED COMPLETION DATE AND BUDGET, AS WELL AS THE ACTUAL (OR CURRENTLY PLANNED) COMPLETION DATE AND ACTUAL (OR CURRENTLY PLANNED) BUDGET. 2023: \$550,000 planned and actual

1. CORPORATE OVERVIEW (cont.)

Boys Town National Research Hospital: Established in 1977, Boys Town National Research Hospital in Omaha, Nebraska, is a leading pediatric healthcare institution dedicated to providing exceptional medical care, research and education. It is an integral part of the Boys Town organization, founded by Father Edward J. Flanagan in 1917 to serve at-risk youth.

Boys Town Hospital specializes in pediatric care, offering a wide range of medical services for children and adolescents, including primary care, specialty care and surgical services and is known for its expertise in areas such as ENT, audiology, speech-language pathology and behavioral health.

With a commitment to advancing medical knowledge and improving patient outcomes, Boys Town is home to a vibrant research program focused on pediatric conditions and treatments that continues to make a difference in the lives of children and families, both locally and globally.

As their creative and media partner, we are responsible for creating ads that appeal to parents-to-be, parents of newborns, children and adolescents and donors at large to increase brand awareness, engagement and generate new patients. In addition to buying media across multiple channels, we negotiated and continue to collaborate with KETV Channel 7 in Omaha, creating one-minute segments called "Taking Care Together" that air after the 5pm news each month. The segments feature Boys Town physicians speaking to health and wellness topics, helping reaffirm Boys Town as a thought leader in the medical arena.

TIME PERIOD OF PROJECT: 2019 to present

SCHEDULED AND COMPLETION DATES: Annual campaign

BIDDER'S RESPONSIBILITIES: Media strategy and media buying

CHANNELS USED: Digital, Social, Digital Audio, TV, Radio, OOH. Creative execution of all social and digital ads.

CONTACT: Susie Kaup, Director of Media and Digital Marketing, susie.kaup@boystown.org, (531) 355-1202

ORIGINALLY SCHEDULED COMPLETION DATE AND BUDGET, AS WELL AS THE ACTUAL (OR CURRENTLY PLANNED) COMPLETION DATE AND ACTUAL (OR CURRENTLY PLANNED) BUDGET. 2023: \$1.5 MM planned and actual

1. CORPORATE OVERVIEW (cont.)

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

You can't start a fire without a spark.

Today's changing consumer behaviors and vast digital channels mean planning and buying media is a whole different, and exciting, game.

To grab attention, increase awareness and drive results, you need a partner who understands the need for agility and personalization and lives in the digital landscape; thinks differently and challenges you to do the same; and can deliver scroll-stopping creative, expertise in reporting and optimization of media strategy, and skillful, responsive, detailed account management.

At MediaSpark, our approach is rooted in strategy, responsiveness and respect. From discovery and planning to creative execution, media buying, reporting, monitoring and optimizing, we are dedicated to delivering results, making us your perfect partner to fire things up.

1. CORPORATE OVERVIEW (cont.)

Listen, learn then spring into action.

APPROACH TO MANAGEMENT:

We firmly believe that collaboration, active listening and open communication are key to a successful partnership. You will be assigned a dedicated account team to handle all communication, address questions/concerns and coordinate all active projects. All emails, calls and queries flow through them to ensure prompt replies, personalized service and follow through. Always.

We will start the partnership with an initial kick-off meeting to establish goals, expectations and project scope. During this meeting, we will identify the most convenient and effective communication channels for both parties. This could include in-person meetings, phone calls, Zoom calls, emails or project management tools. We will also:

Identify objectives and agree on timelines as well as schedule regular ongoing meetings to provide updates, discuss progress and gather feedback. These meetings can be bi-weekly, monthly or as needed depending on the project's complexity and timelines.

Utilize project management tools to streamline collaboration and keep everyone on the same page. We use Trello and DropBox for task assignment, progress tracking and document sharing. By using these tools, we can both have a centralized platform for transparent communication, file sharing and project organization.

Clearly define the deliverables, milestones and deadlines at the beginning of the project. Establishing these expectations upfront ensures that both the agency and the client are aligned and working toward the same goals. Regularly communicate progress updates and provide detailed reports on campaign performance, metrics and results. Your account manager will ensure all work is delivered on time and on budget

Keep you informed about the project's progress by providing regular progress reports. These reports include campaign metrics, key performance indicators, and any relevant insights. Summarize the achievements, challenges and next steps to maintain transparency.

1. CORPORATE OVERVIEW (cont.)

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal.

The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

Meet our team of strategists, artists and firestarters.

At MediaSpark, there is no middle management, B team or junior staff. We are all senior level, high achievers and experienced at our craft, therefore we maintain a flat organizational structure built on mutual respect and transparency.

Patsy Sumner | CEO

PRIMARY TASKS ON NPGAP: Marketing/media strategy

Years of Experience: 26

After spending nearly 20 years in her clients' shoes, Patsy understands the challenges faced by internal marketing departments and, as a result, founded MediaSpark to help boost her clients' internal efforts and provide data-driven strategies that generate results.

Savvy in both strategy and traditional and digital media, she helps companies secure and track results in a way that the C-suite often craves—and in ways few internal marketing teams are equipped to handle on their own.

A Creighton alum and collegiate athlete, Patsy pours her competitive spirit, strategic thinking and team-first mindset into all things business to secure her clients win after win.

Education: Creighton University, Bachelor of Business Administration, Marketing

Professional Certifications: iAB Digital Marketing

Previous Employers: ConAgra, Perrigo

References:

Mark Evans

Owner of Re-Bath/CEO of

Burton Heating & AC

(402) 677-1625

Deb Fiddelke

Former Chief Communications and

Marketing Director of UNL/Current VP of

Global Public Affairs SC Johnson

(402) 314-9691

Susie Kaup

Director of Media & Digital Marketing

at Boys Town

14100 Crawford St., Boys Town, NE 68010

(531) 355-1202



Kim Stoneburner | COO

PRIMARY TASKS ON NPGAP: Account oversight, marketing/media strategy and analytics

Years of Experience: 28

Kim translates advanced data and analytics into actionable insights, increasing branding power and marketing success for companies of all sizes.

Over the course of her career, she has helped brands like Nestle, Barbie and PetArmor increase their market share while optimizing their spend, now planning and managing multi-million-dollar media budgets alongside her team.

A California native, Kim proudly calls Omaha home but still prefers seafood to steak.

Education: UCLA, Bachelor of Arts, Master of Business Administration

Professional Certifications: None

Previous Employers: Nestle SA, Mattel Toys, Avery Dennison, Perrigo Inc

References:

Mike Cholewa

Regional Manager of Blue Dot Services

3365 Gage Blvd., Topeka, KS 66614

(785) 228-0073

Pam Wiese

CEO of Nebraska Humane Society

8929 Fort St., Omaha, NE 68134

(402) 444-7800

Sydney Walker

Director of Institutional Branding &

Marketing at Midland University

900 N Clarkson St., Fremont, NE 68025

(402) 941-6506



Sarah Whipkey | Chief Growth Strategist

PRIMARY TASKS ON NPGAP: Brand strategy, conceptual development, copywriting
Years of Experience: 26

Sarah thrives in a conceptual world, turning complex ideas into tangible, strategic campaigns. Her approach to leadership and client growth is rooted in 'yes, and' as she leads and inspires others to collaborate, challenge one another and seek to be open and curious. Her approach to marketing is rooted in input and strategy, bringing people together to find what works and what wins.

Education: UNL, Bachelor of Journalism

Professional Certifications: None

Previous Employers: OBI, June Advertising, Bozell

References:

Susan Rosenlof

Director of Marketing & Communications
at Marian High School

7400 Military Ave., Omaha, NE 68134
(402) 571-2618 x 1137

Pam Wiese

CEO of Nebraska Humane Society
8929 Fort St., Omaha, NE 68134

(402) 444-7800

Ann Pedersen

Self-employed PR Specialist
10924 Marcy Plz., Omaha, NE 68154
(402) 547-6001



Erica Rowe | Chief Creative Director

PRIMARY TASKS ON NPGAP: Creative strategy, conceptual development, art direction

Years of Experience: 28

Erica has a deep appreciation for art and purposeful design, implementing beautiful and strategic solutions to meet her clients' needs. She has led and executed award-winning campaigns and received many accolades for her work including Graphis Poster Design Award, National ADDY Award and Emerging Terrain as a Silo Featured Artist.

Driven by her strong desire to help teams achieve their goals, Erica brings the enviable skills of understanding and compassion to the table, building relationships based on open communication and trust.

Education: UNK, Bachelor of Fine Arts

Professional Certifications: none

Previous Employers: OBI, Bozell

References:

Andrew Molica

Owner of Tony's Plumbing

1234 Woodland Ave., Modesto, CA 95351

(209) 595-228

Shelley Gates

Associate Director of Athletic Donor

Relations at Creighton University

2500 California Plz., Omaha, NE 68178,

(402) 280-4483

Lana LeGrand

Director of Marketing at

goba Sports Group

1808 10th St., Suite #400, Plano, TX 75074

(402) 740-3522



Jonathon Andersen | Director of Analytics

PRIMARY TASKS ON NPGAP: SEO, web optimization, campaign analytics, PPC

Years of Experience: 11

Jonathon's passion for data not only enhances the user experience, optimizes marketing performance and informs business decisions, it makes him invaluable to our team. With a strong background in web technologies and reporting, he enjoys using data to inform and improve UX/UI design, campaign measurement, and data quality and governance.

Jonathon brings a unique combination of technical skills, creative thinking and strategic vision to the table. As well as an array of protein shakes (he's an off-road runner).

Education: Bellevue University, Bachelor of Science; Union University, Bachelor of Arts
Professional Certifications: Google Tag Manager Fundamentals, Google My Business Advanced Google Analytics, Google Analytics Individual Qualification, Google Analytics for Beginners, Google Analytics for Power Users
Previous Employers: TEKsystems - Wells Fargo, PetIQ, Oriental Trading Company, Complete Nutrition, PayPal

References:

Dorin Abrisz	Terry Severson
Managing Director, Marketing, Communications & Truck Services at Nebraska Trucking Association	Marketing Director at Pattern,
1701 K St., Lincoln, NE 68508	11808 Miracle Hills Dr., Suite 200
(402) 889-2293	Omaha, NE 68154
	(402) 339-1581

Josh Campbell
Art Director at RSVLTS
300 Observer Hwy., Hoboken, NJ 07030
(636) 219-7619



Stephanie Welsh | Digital Media Manager

PRIMARY TASKS ON NPGAP: In-house media buying/trading, optimization

Years of Experience: 28

Dedicated to her clients' needs and securing the best of the buy, Stephanie identifies target audiences, ad types and strategies, moving her clients' customers from awareness to conversion with fewer bumps in between.

Her deep knowledge of social and programmatic media allows her to fulfill her clients' vision, clearing away noise and confusion. And she loves every minute of it.

Education: Bellevue University, Bachelor of Science, Business

Professional Certifications: Google Ads Search, Google Analytics Individual Qualification, Spotify Certified, StackAdapt Certified, NinjaCat Certified

Previous Employers: Sergeant's Pet Care Products, Berlin Packaging

References:

Carol Kirchner

Vice Chancellor for Business & Finance at

University of Nebraska Omaha

6001 Dodge St., Omaha NE 68182

(402) 554-3513

Maisie Hayden

Business Development Manager

at NinjaCat

31 Draycott Ave., London, SW3 3BS

(646) 906-1234

Simon Nassar

Account Executive at StackAdapt

7398 Yonge St., Unit # 2161

Thornhill, ON L4J 8J2

(647) 389-9169



Alexis Johnson | Digital Media Manager

PRIMARY TASKS ON NPGAP: In-house media buying/trading, optimization

Years of Experience: 18

Alexis has an unmatched tenacity for catapulting clients to the top and keeping them there for the long haul. With deep experience in digital advertising for brands like Walmart, Sony, Yahoo, and more, she has a penchant for breakthrough ideas and the unwavering commitment needed to see them through—driving better bottom lines and remarkable results.

Alexis is a lifelong learner and compassionate listener who loves unexpected ideas, teamwork and driving results.

Education: UNO, Bachelor of Science

Professional Certifications: Yahoo DSP Certified, StackAdapt Certified, Google Search Certified, Ninja Cat Certified

Previous Employers: Yahoo, The Knot

References:

Mandy Crowley

Senior Strategic Account Manager

at Yahoo

336 Stonehouse Dr.

Severna Park, MD 21146

(301) 717-9085

Maisie Hayden

Business Development Manager

at NinjaCat

31 Draycott Ave., London, SW3 3BS

(646) 906-1234

Hailey Abbott

Sales Enablement Specialist at

StackAdapt

1228 N. 160th Ave. Cir., Omaha Ne 68118

(402) 304-9893



Mary Golwitzer | Senior Project Manager

PRIMARY TASKS ON NPGAP: Project management, creative trafficking

Years of Experience: 20

Equal parts wrangler and diplomat, Mary keeps our team focused by stewarding projects to ensure timelines and budgets are met. Her contagious enthusiasm and commitment to producing great work inspires all to collaborate and get the job done.

A former soccer standout and true team player, you'll find Mary spearheading everything from her family's Goodbuddies.org fundraiser to a new book club.

Education: University of Kansas, Bachelor of Journalism

Professional Certifications: None

Previous Employers: Bailey Lauerman, Baxter Auto

References:

Julia Doria

Chief Marketing Officer at

Bellevue University

1000 Galvin Rd. S., Bellevue, NE 68005

(402) 639-5795

Marty Amsler

Creative Principal at HDR

1917 S 67th St., Omaha, NE 68106

(402) 212-7524

Annie Grace

VP Segment Marketing & Direct-to-

Consumer Sales at Mutual of Omaha

14th & Douglas St., Omaha, NE 68175

(402) 212-7524



1. CORPORATE OVERVIEW (cont.)

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS if the bidder intends to subcontract any part of its performance hereunder, either at the outset of the contract term or at any point during the contract term, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s)
- ii. specific tasks for each subcontractor(s),
- iii. identity or job title of individual performing the tasks,
- iv. qualifications of individual performing the tasks,
- v. terms of compensation to the subcontractor including rates,
- vi. discounts, commissions or other benefit to the contractor as a result of the subcontract,
- vii. percentage of performance hours intended for each subcontract; and
- viii. total percentage of subcontractor(s) performance hours.

Cameron Ramaekers | Open Caret
18612 Hazelnut Cir., Gretna, NE 68028
(402) 431-2356

Web development and hosting
Freelance web developer
\$150/hour

No commission to the contractor as a result of the subcontract
Work to be estimated by project

Based on project and campaign needs, we may subcontract with creative specialists (3D animation, motion graphics, photography, etc). Work will be estimated by project.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK

The bidder's proposal for performing the work required in the contract should be a narrative explanation of the processes and personnel the bidder will utilize during the term of the project. The proposal must respond to each of the elements listed below.

At MediaSpark, our proven marketing strategy is built to increase awareness, education and motivation to seek gambling assistance. We understand your audiences' wants, needs and pain points because we have been ingrained in your research and data and know how behaviors influence actions. This strong understanding of each phase of gambling addiction allows us to create relatable, memorable, personalized messages.

While many agencies buy media from the top of the funnel down, we consider the audience before we secure the channel. This strategy creates opportunities for more personalized messaging at all points in the customer journey. If a robust data strategy is not in place, personalization and relevance quickly fail. After building a strong foundation, it enables us to create a messaging strategy across all phases of gambling addiction.

We select the best tools for the process, including tag management tools, ad servers, measurement tools, station programming, etc. Once aligned on campaign goals, we determine timelines and assets needed for the campaign.

Strategies for pixels and creative, along with any testing, are established before campaign launch to ensure we are able to streamline the data for reporting and analytics. From there, our team sets up the campaigns, following our QA process and checks.

We trade, analyze and optimize in house allowing us to tailor campaigns to your specific needs, make real-time adjustments and have a more hands-on approach to optimize performance. Communication happens with speed and ease, which leads to faster decision-making, implementation of strategies and the ability to switch up creative messaging based on data.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

Every detail matters.

We understand the importance of transparent campaign insights. After all, these are your campaigns, your audiences and your goals. So we strive to make our reporting as helpful and insightful as possible.

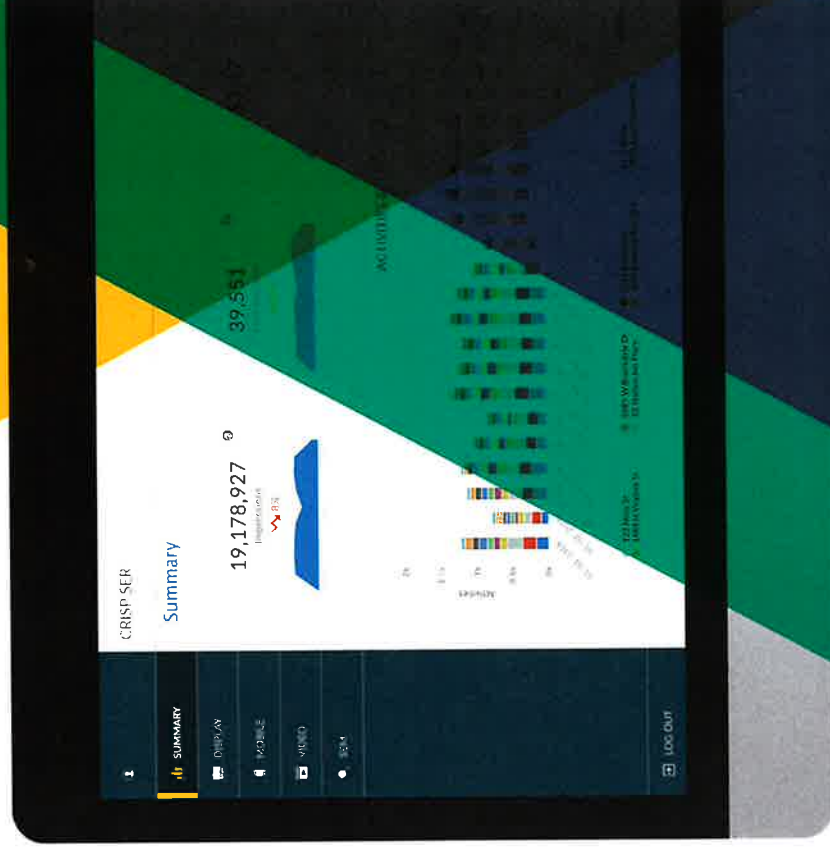
For digital media, our proprietary dashboard is top notch as are our analysts. We will dig into log level data and extract true learnings: What is the impact of running multiple channels? What is the ideal frequency? What can we learn about casino vs non-casino markets and how they differ, etc.?

Lastly, we continuously test and optimize, using a tri-fold approach:

Proprietary AI Algorithms: Machine learning models customizable to your outcomes with full transparency to understand the key signals that are unlocking the best performance.

Human Intelligence: Our experienced media strategists, traders and analysts will have their hands on your campaigns every day. Their expertise helps discover opportunities to optimize for both performance and efficiencies as well as calls out notable key insights that are valuable for future planning.

Test and Learn Philosophy: We'll adopt and prioritize a testing schema that outlines and aligns testing elements, methodologies, goals, results and insights.



2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

Bidders should refer to the project description and scope of work in Section V of this RFP when preparing their responses and develop their own format for presenting the proposal. Bids will be evaluated based on bidder's narrative proposal to perform the work and the responses to the following:

a. DEVELOPMENT OF THE MARKETING PLAN

- i. Explain the bidder's process to develop a marketing plan for a client, including any factors that bidder believes are unique or specific to a state government-managed behavioral health services entity.

Data drives everything.

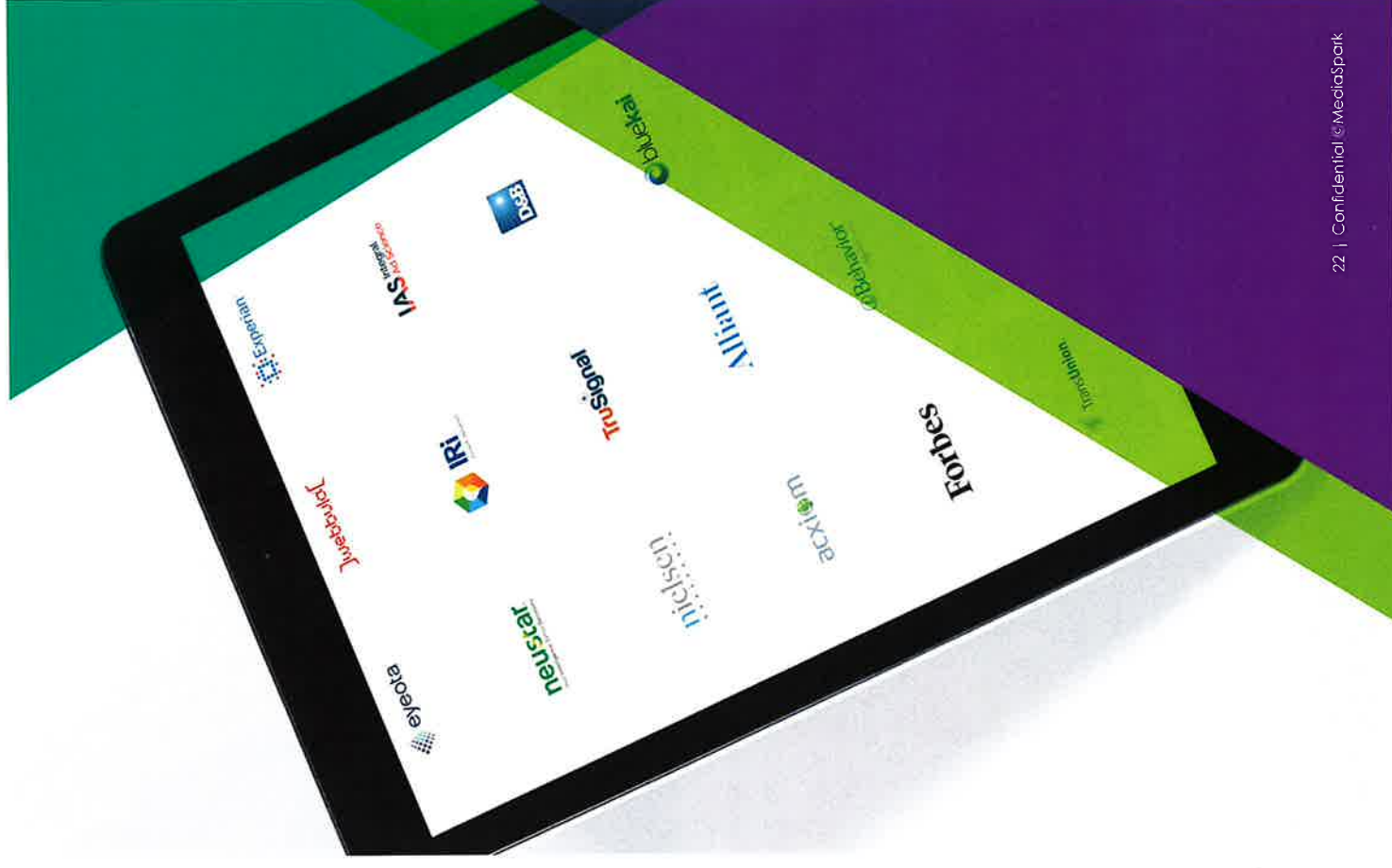
A crucial part of developing the marketing plan is the discovery process, which involves a market and industry review using both first-party and third-party data.

First-party data

Review NPGAP research and previous campaign results; review legislative landscape and state of the entity for historical context.

Third-party data

Utilize our third-party research tools, including GWI (Global Web Index), Nielsen and Scarborough, which allows us to best understand audience consumption behavior and brand discovery attributes.



2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

Once discovery is complete, we move into the strategy:

Identify target audiences: We know we are targeting gambling addicts throughout Nebraska at every phase of their addiction: precontemplation, contemplation, action, recovery and relapse in recovery as well as their family members. We will clearly define their demographics, interests and preferred communication channels.

Set goals: Define specific goals for each campaign, such as raising awareness about gambling addiction and Program services, education, retargeting to ensure alignment with the overall objectives.

Craft and review key messaging: Create messaging strategies based on target audiences, ensuring it resonates with their interests, pain points and aspirations. These messages should be impossible to ignore, clear and concise, and relatable. Ensure consistency in messaging across all marketing channels and touchpoints.

Select appropriate channels: This could include a mix of digital channels like social media, programmatic display and pre-roll, CTV, paid search, and content marketing; and traditional channels such as print media, radio or TV, depending on the audience demographics and preferences.

Create campaign assets: Ensure campaign-specific assets align with the media tactic, reaching the audience with the right creative where and when they are ready to consume and take action.

Implement tracking and analytics: Set up tracking mechanisms to measure the performance of each campaign. Use analytics tools to monitor key metrics such as website traffic, engagement rates and phone calls. Regularly analyze the data and optimize as needed.

Schedule and coordinate campaigns: Create a campaign/content calendar to manage the timing and sequencing of each campaign. Ensure that campaigns are set up and launched accurately. Coordinate with various teams involved in execution, such as creative, content, digital activation, to ensure a flawless campaign execution.

Monitor and optimize: Continuously monitor the progress of each campaign and make data-driven optimizations as needed. Regularly analyze the campaign results, identify areas for improvement and refine the messaging, targeting or channels accordingly. A/B testing is also key.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

Negotiation is the name of the media game.

We will select the ideal mix of media channels to maximize reach and engagement while optimizing costs. Negotiation is part of this process as we determine the optimal allocation of the budget based on the channels' effectiveness and cost-efficiency and your audience's media consumption habits. We have the buying power to get you the best rates on the best inventory, with access to over 200 third-party data segments to ensure you're reaching the right audience. And as for negotiating, we're Nebraska nice but Nebraska fierce, too.

Our understanding of the Nebraska market and strong relationships with media vendors, publishers and platforms lead to more favorable rates, added value and increased reach. We leverage our network and negotiate partnerships to secure additional exposure and maximize the impact of the media budget.

We negotiate from a position of strength by leveraging our network as well as campaign budget size, potential for long-term

partnerships and/or access to exclusive content. We also use historical data and performance metrics to showcase the value brought to the table.

We send RFPs to various media vendors, which outline advertising requirements and ask for proposals that detail pricing, available inventory, targeting options and added value opportunities. RFPs help gather competitive offers and facilitate comparison.

Armed with the RFP responses, we develop a negotiation strategy that aligns with your objectives and budget, then analyze the proposals, evaluate the pricing and added value components and determine the best approach for maximizing ROI.

Then we get to work, directly negotiating with media vendors, aiming to secure the most favorable terms and conditions. This includes negotiating pricing, placement, ad positioning, bonus impressions, added value options (e.g., free placements or additional exposure) and contract terms.

After securing the advertising buys, we closely monitor performance, analyzing key metrics such as impressions, click-through rates, video view rates, website activities and intake calls. This data helps optimize future negotiations by identifying successful tactics and areas for improvement.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

ii. Explain the bidder's process to analyze the market for NPGAP's media messages.

Our process for analyzing the market for media messages involves a combination of qualitative and quantitative methods to understand audience preferences, consumption patterns and industry trends.

Identify the Target Audience: Determine the demographics, psychographics, and behaviors of your target audience. Understand their preferences, interests and media consumption habits.

Monitor Media Consumption Trends: Use tools like Nielsen ratings, Comscore, etc. to track media consumption trends across different channels (TV, radio, social media, streaming platforms, etc.).

Content Analysis: Analyze the content of media messages to understand themes, messaging strategies, and audience engagement levels. Look for patterns in storytelling, visual elements and emotional appeal.

Audience Feedback and Surveys: Analyze collected feedback from surveys, focus groups and social media monitoring to understand perceptions and preferences.

Social Media Listening: Review conversations on social media platforms to gauge audience sentiment, trending topics and reactions to media messages.

Industry Reports and Studies: Stay updated on industry reports, studies and white papers related to media consumption trends, advertising spending and audience behavior. Organizations like Pew Research Center, eMarketer and Statista provide valuable insights.

Data Analytics: Utilize data analytics tools to analyze audience engagement metrics, such as views, likes, shares, comments and click-through rates. Identify patterns and correlations to optimize media messages for better performance.

Cultural and Societal Trends: Consider broader cultural and societal trends that may influence media consumption behavior. Stay informed about current events, casino openings and cultural shifts in online betting that impact audience preferences and perceptions.

Iterative Approach: Continuously monitor, analyze and refine your strategies based on real-time data and feedback. Media markets are dynamic and constantly evolving, so it's important to adapt and iterate your approach accordingly.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

iii. Explain the bidder's methods of developing the mix or allocation of content among various media, including the reasoning for making the selections.

Audience drives the channel, channel drives the content.

A mix of content and media tactics is essential in communicating to your audience at each phase in their addiction and reaching them where they are in their decision-making process. Generating brand awareness looks different than educating, which looks different than retargeting a website visitor.

We will generate articles to share information such as online gambling trends; relevant, up-to-date statistics; and "top 5" signs of recognizing addiction and ways to help a loved one, posting to social media and your website. We want to ensure your audience has all the info they need to feel comfortable in making that phone call. And we want to keep your website filled with interesting, helpful material to aid with that call.

Speaking of audiences, we know your different demos prefer different media channels (male vs female; Gen Z vs Gen X, GED vs Bachelor degree) and we will tailor your content mix accordingly.

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

Define Content Goals:

- Clarify the objectives of your content strategy: increase brand awareness, educate the public; motivate your audience to seek assistance. Media channels serve different goals more effectively.

Determine which types of content are best suited for each media channel based on its characteristics and audience preferences. For example:

- Visual content (images, videos) may perform well on social media
- Long-form content (articles, stats) may be more suitable for a website or blog.

Create a Content Calendar:

- Develop a content calendar that outlines the distribution of content across different media channels over time. Consider factors such as casino openings, sports and betting seasonality, times of year (holidays) that can be isolating.
- Maintain a balance between consistency (regular content updates) and flexibility (opportunistic content based on current events or trends).

**Define
Content
Goals**

**Match
Content to
Channel**

**Create
Content
Calendar**



14707 California Street, Suite 3 | Omaha, NE 68154
402.505.5433 | themediaspark.com

To: NPGAP
From: Patsy Summer, Mediaspark
Date: April 18, 2024
Subject: Request for Proposal (RFP) Number NPGAP 2024.1

I am writing to express my concern about the potential release of proprietary information in response to this RFP. I believe that the release of this information would give a business advantage to any and all other advertising agencies in the running for this RFP and harm my client relationships.

The proprietary information that I am concerned about includes our clients' annual marketing budgets and media plans, which we have signed non-disclosure agreements to protect. Protecting the information is essential to our business integrity. If this information were to be released, our competition would be able to use it to undercut pricing, steal our customers and gain a significant advantage in the market.

I understand that the government has a right to request this information, but I believe that the potential harm to my agency outweighs the public interest in disclosure. I am willing to provide the government with access to this information under a non-disclosure agreement (NDA). This would allow the government to review the information without it being released to my competitors and the public.

I urge you to reconsider your decision to release this proprietary information.

Thank you for your time and consideration.

Sincerely,

Patsy Summer

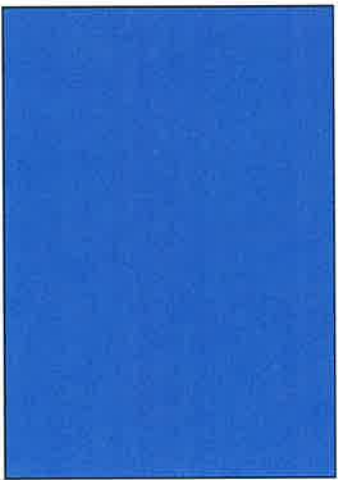
Patsy Summer

2. BIDDER'S PROPOSAL FOR PERFORMING THE WORK (cont.)

iv. Provide an example of a marketing plan prepared for a client within the past 24 months and explain how it might resemble or differ from a marketing plan prepared for NPGAP.



Full-size copies of this marketing plan are included next.

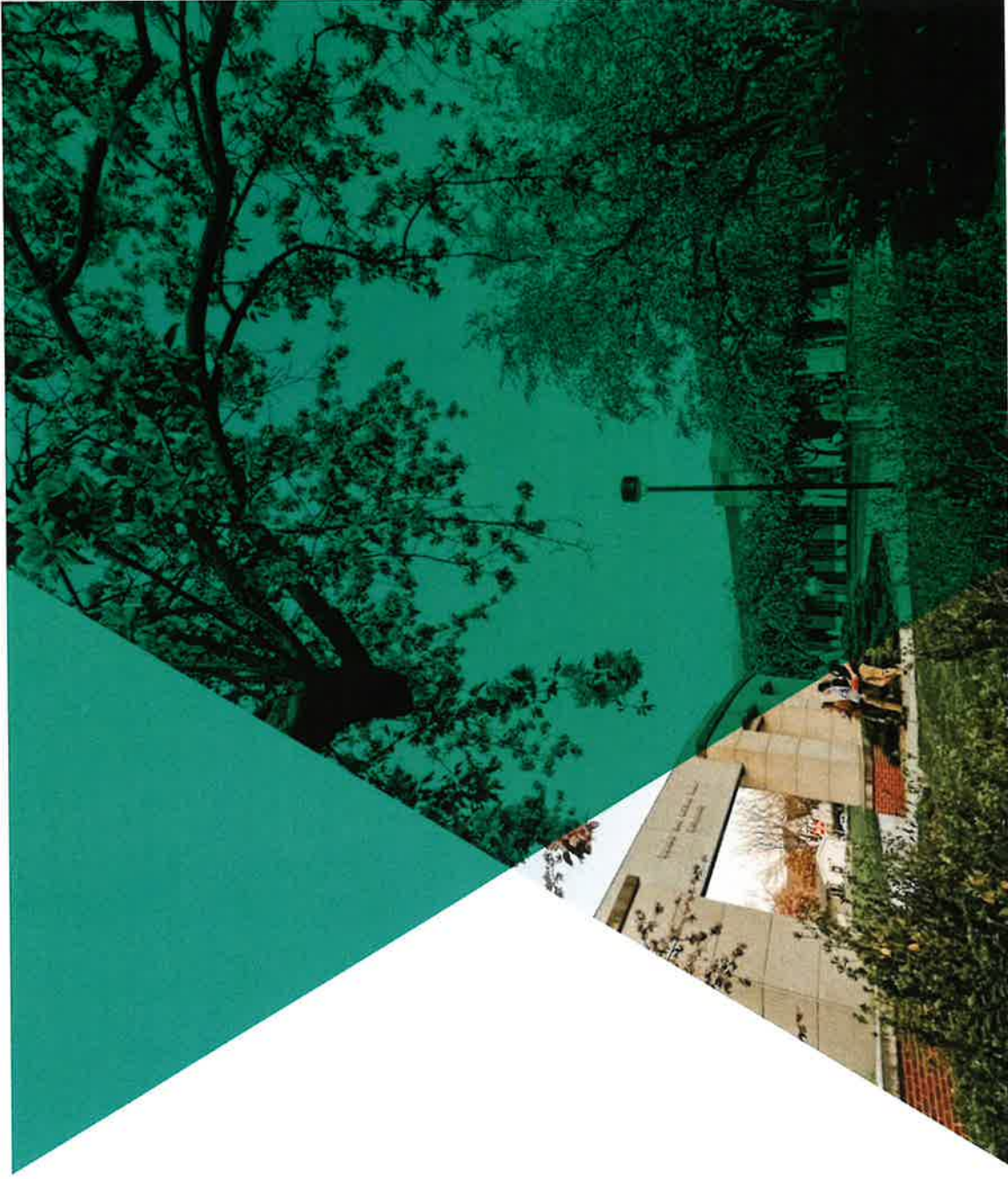


Media Proposal
Q1 and Q2 2023



Agenda

1. Project Overview
2. Media Strategy and Tactics
3. Proposed Budget
4. Brand Lift extensions
5. Next Steps



Agent

Nebraska Problem Gamblers Assistance Program | February 2024 Meeting

Agenda

- Advertising Overview
- Advertising Description by Tactic
- Overall Media Metrics
- Advertising Highlights
- Quarterly Summary by Tactic
- Quarterly Website Metrics

Advertising Overview

The goals of the advertising program are:

1. Awareness - presenting the service to Nebraskans so they are aware that help via GAP is available
 2. Consideration - facilitating a visit to the website to educate users on the help that is available
 3. Reconsideration - facilitating a trip back to the website for users who have previously visited the website
- To achieve these goals the advertising program executes a variety of advertising tactics on different platforms. Each of these tactics is designed to drive either **awareness**, **consideration** or **reconsideration** or a combination.
 - To measure the effectiveness of these tactics we utilize a number of advertising metrics and values:
 - Impressions** – how many times an ad appears – a primary method to drive **awareness** – the more impressions the better
 - Reach** – how many unique people did the ad appear in front of – another way to drive **awareness** - the more reach the better
 - Frequency** – how many times an ad appeared in front of a unique user – more frequency = more **awareness**
 - Clicks** – when a user clicks on an ad and goes to the website for **consideration** of services
 - Video Complete Rate** – this metric is a measure of how many viewers watch the ad until the end – it indicates the effectiveness of the messaging in the ad – more completes = more **awareness**

Advertising Description by Tactic

In the last quarter the advertising program ran 7 different tactics.

Each tactic utilizes specific targeting to deploy ads in front of potential gamblers or their families.

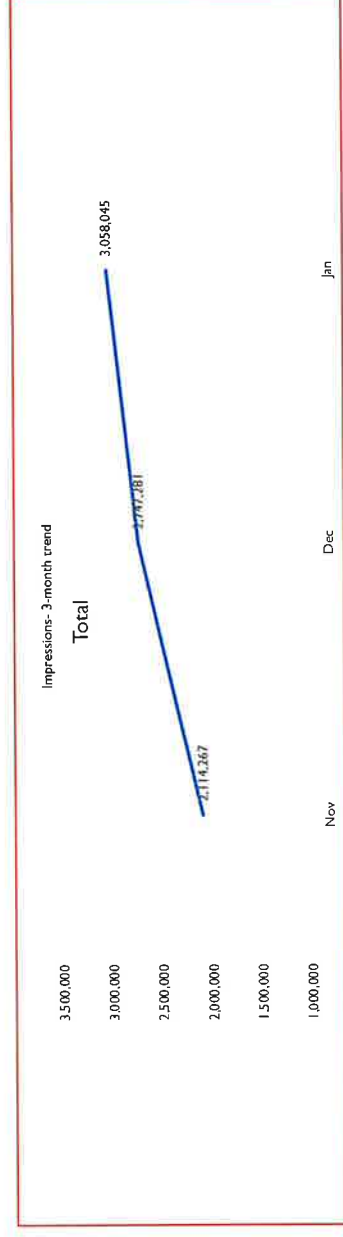
All ads are delivered to the state of Nebraska and the city of Council Bluffs (to capture those gambling at the casinos).

Tactic	Description
Search	Also known as Pay per Click advertising or PPC these ads appear when a user 'googles' a term related to gambling. Users can click on the ad to go to the GAP website.
Display	A type of online advertisement that combines text, images, and a URL that links to a website where a user can click to go to the GAP website.
Pre-Roll	These are video ads that are shown online before other video content. These are designed primarily for awareness, but they are clickable meaning a user can click to the GAP website.
YouTube	Ads that appear on YouTube before other video content. These are designed primarily for awareness, but they are clickable meaning a user can click to the GAP website.
Facebook	Ads that appear on the Facebook platform. Users can click on the ads to go to the GAP website.
X (formerly Twitter)	Ads that appear in the X platform. Users can click on the ads to go to the GAP website.
TikTok	Ads that appear on the TikTok platform. Users can click on the ads to go to the GAP website.

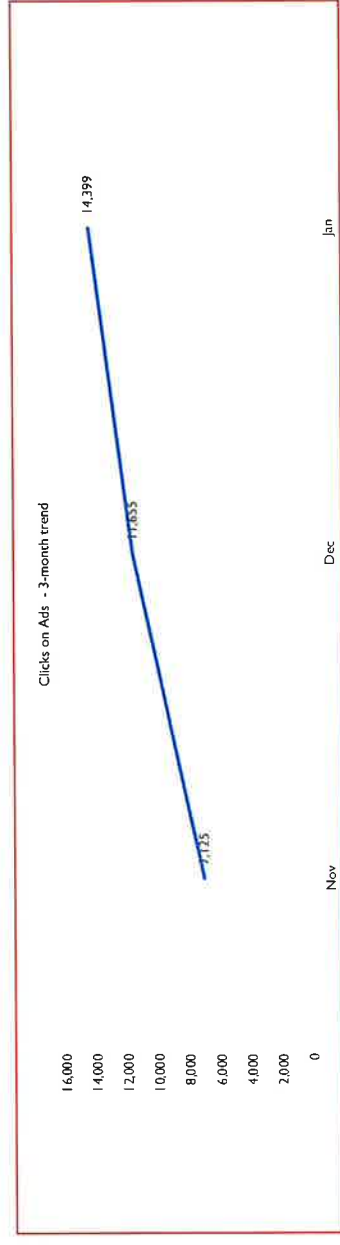
Overall Media Metrics

In total the seven advertising tactics delivered 3 million ad impressions (**awareness**) and 33,179 clicks to the website (**consideration**).

7.8 million



33,179 clicks



Advertising Highlights

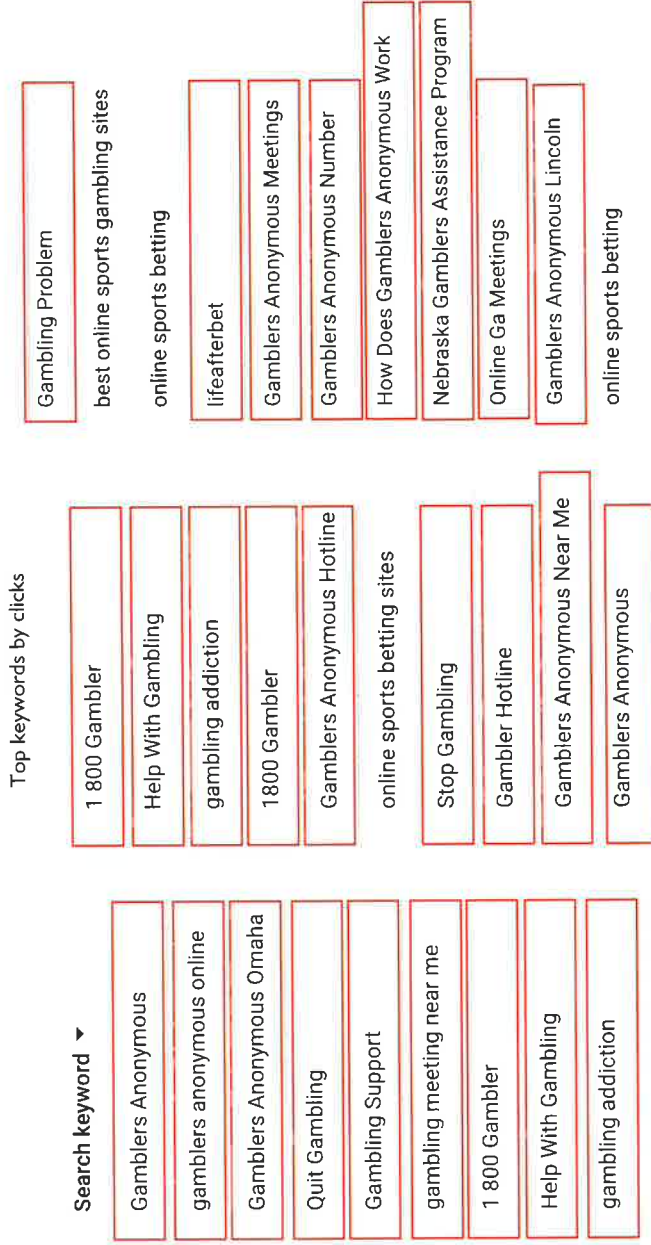
- In general, the advertising tactics are performing very well. The new creative campaign that started in October seems to be resonating with the target audience.
- Additionally, the ability to swap out the video creative after 60-90 days is helping the video tactics achieve results against benchmarks. Keeping the creative fresh should continue to be a goal.
- Facebook and X (formerly Twitter) are the primary drivers of clicks (**consideration**) to the website with over 2/3 of the quarter's total clicks between them.
- Video complete views are very strong on YouTube and PreRoll. Video views are an **awareness** metric. The video ads on both platforms are meeting or exceeding the benchmark for video view rate. This indicates that the new creative is resonating with the target audience.
- The social platforms (YT,X,FB,TT) are also reaching sizable audiences as indicated by their reach metrics (number of unique users – **awareness**) and all posted strong frequency measures (the number of times they are reaching each unique user - **awareness**)

Quarterly Search Summary

- Also know as Pay per Click advertising or PPC these ads appear when a user 'googles' a term related to gambling. Users can click on the ad to go to the GAP website.
- During the quarter, a over a quarter of a million ad impressions were delivered via Google search (**awareness**) and over 1400 clicks (**consideration**).
- A review of the top keywords by clicks indicates that the majority users clicking on the ads are looking for gambling help as they are using phrases such as "quit gambling" "Help with Gambling" "Gambling support"

250,248
Impressions

1431
Clicks



Quarterly Display Summary

- A type of online advertisement that combines text, images, and a URL that links to a website where a user can click to go to the GAP website.
- During the quarter, 1.2 million ad impressions were delivered via Display (**awareness**) and over 1,800 clicks (**consideration**).
- Additionally, 'Retargeting' is used with Display ads. Once a user visits the website their information is captured via a 'pixel' or 'cookie'. They are put into an audience pool. Ads are delivered to this pool with a 'Reconsideration' message. This strategy is called "Retargeting"

1,235,866 Impressions	1,830 Clicks
--------------------------	-----------------

Ad Creative



Reconsideration
Message for Retargeting

Quarterly Pre-Roll Summary

- These are video ads that are shown online before other video content. These are designed primarily for awareness, but they are clickable meaning a user can click to the GAP website.
- During the quarter, over 250,000 impressions were delivered via PreRoll (**awareness**) and 461 clicks (**consideration**).
- Additionally, PreRoll achieved a 77% video complete rate (**awareness**). This rate is measured vs a benchmark for all ads of this type. The benchmark for video complete rate is 77%.

253,905 Impressions	461 Clicks
--------------------------------------	-----------------------------

Ad Creative

Nov



Dec



Jan



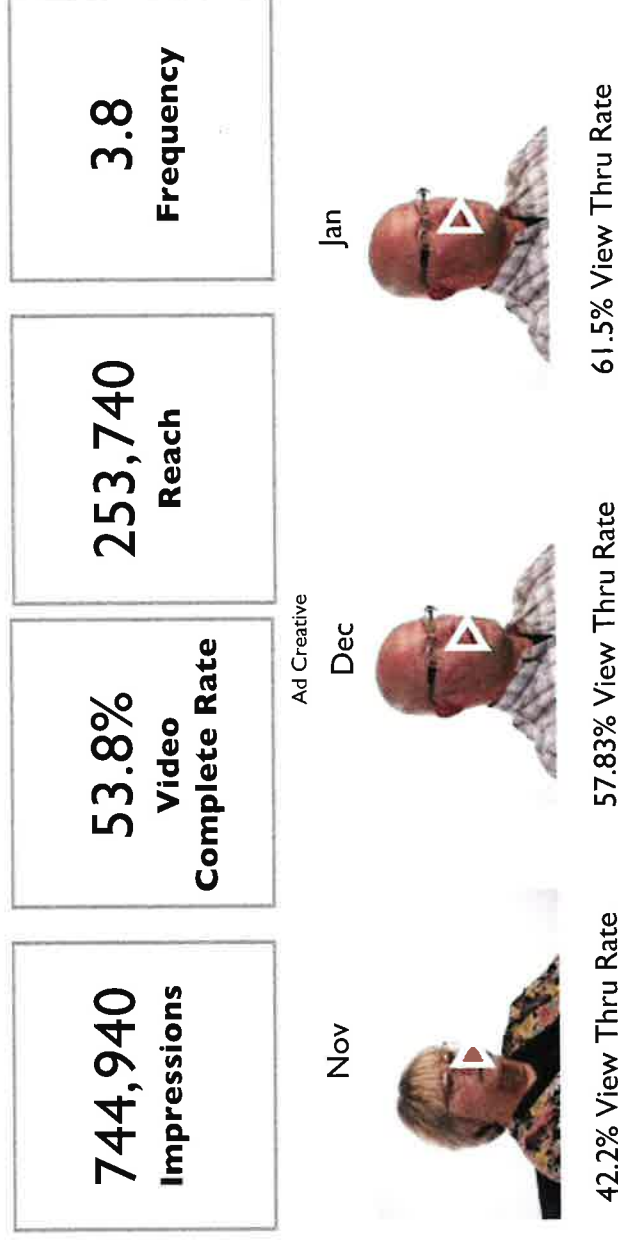
76% Video Complete Rate

79% Video Complete Rate

77% Video Complete Rate

Quarterly YouTube Summary

- Ads that appear on YouTube before other video content. These are designed primarily for awareness, but they are clickable meaning a user can click to the GAP website.
- During the quarter, over 744,000 impressions were delivered via YouTube (**awareness**) a video complete rate of 53.8%. (**consideration**). This video complete is measured against a benchmark of 50% which indicates the videos are effective on YouTube.
- Additionally, YouTube reached over 253,740 unique users (**awareness**) with a frequency of 3.8 (**awareness**).



Quarterly Facebook Summary

- Ads that appear on the Facebook platform. Users can click on the ads to go to the GAP website.
- During the quarter, over 1.1 million impressions were delivered via Facebook (**awareness**) and over 13,000 clicks (**consideration**).
- Additionally, Facebook reached over 177,000 unique users (**awareness**) with a frequency of 6+ (**awareness**)
- Additionally, 'Retargeting' is used with Tik ads. Once a user visits the website their information is captured via a 'pixel' or 'cookie'. They are put into an audience pool. Ads are delivered to this pool to encourage **reconsideration**. This strategy is called "Retargeting"

1,100,664 Impressions	13,227 Clicks	177,694 Reach	6.19 Frequency
--------------------------	------------------	------------------	-------------------

Ad Creative



The worst part of a night of gambling isn't the losses. It's the long ride home. One more "Why can't I stop this?"



lifeofbet.com
There's a way out.

Learn more



34



8 comments



Share

Quarterly X (formerly Twitter) Summary

- Ads that appear in the X platform. Users can click on the ads to go to the GAP website.
- During the quarter, over 3.7 million impressions were delivered via X (**awareness**) and over 11,000 clicks (**consideration**).
- Additionally, X reached over 384,000 unique users (**awareness**) with a frequency of 9+ (**awareness**)

3,770,679 Impressions	11,906 Clicks	384,046 Reach	9.8 Frequency
--------------------------	------------------	------------------	------------------

Ad Creative



Nebraska Commission on Problem Gambli... @NebG... · Nov 30
The worst part of a night of gambling isn't the losses. It's the long ride home. One more "Why can't I stop this?" There's a way out at lifealterbet.com.



Quarterly TikTok Summary

- Ads that appear on the TikTok platform. Users can click on the ads to go to the GAP website.
- During the quarter, over 563,000 million impressions were delivered via TikTok (**awareness**) and over 43,000 clicks (**consideration**).
- Additionally, X reached over 79,000 unique users (**awareness**) with a frequency of 7+ (**awareness**)
- Additionally, 'Retargeting' is used with Tik ads. Once a user visits the website their information is captured via a 'pixel' or 'cookie'. They are put into an audience pool. Ads are delivered to this pool to encourage **reconsideration**. This strategy is called "Retargeting"

563,291 Impressions	4,324 Clicks	79,816 Reach	7.0 Frequency
------------------------	-----------------	-----------------	------------------

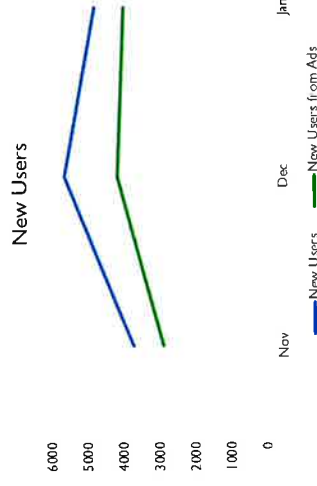
Ad Creative



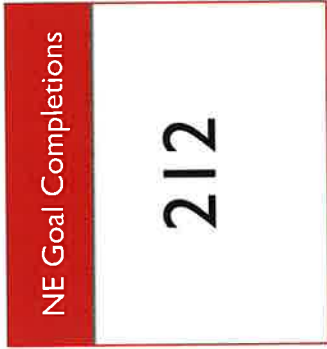
isn't just
the losses.

Quarterly Website Metrics

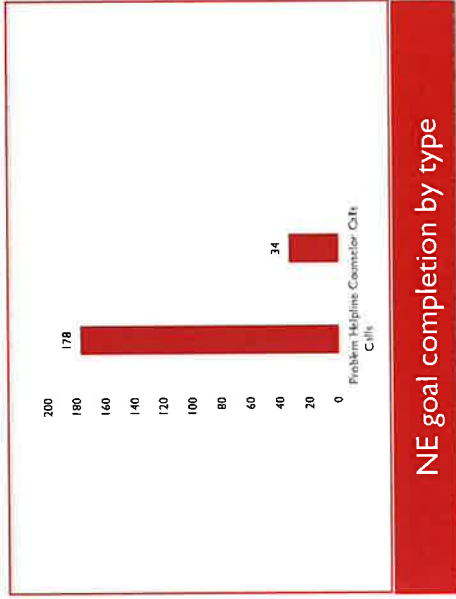
- In addition to reviewing the advertising metrics, quarterly we look at the website metrics via Google Analytics. Google Analytics is a tracking code provided by Google that captures useful information about the website including how many people visit the website (users) and where these users are.
- In the last quarter, 14,104 new users in Nebraska visited the site. Of these new users 77% visited the site from an ad.
- Please note, there is a difference between clicks on ads and users on the website. There is a technical exchange that happens between the landing page and the user's browser after a user clicks on an ad. This takes usually only a matter of seconds. If the user abandons the process at any time during this exchange the click will not register as a user on the website. This is why the number of clicks on ads (33,000) is not the same as the new users on the site (10,000).



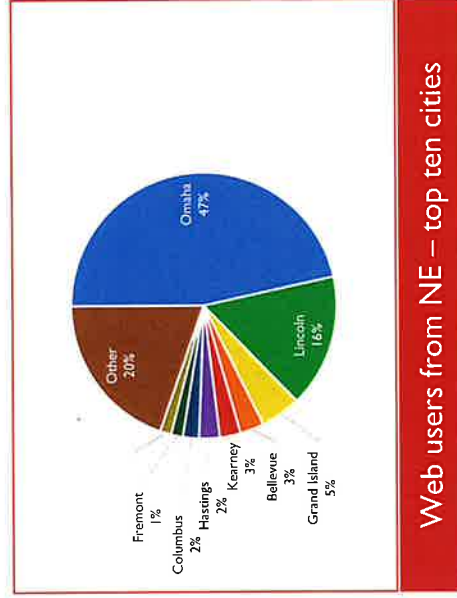
Quarterly Website Analytics



- Google Analytics can also track if a user performs a certain function while on the website. These functions are called “Goals” in Google Analytics.
- In the past quarter users from Nebraska performed 212 of these goals in the form of phone calls. 178 of these phone calls were to the Problem Helpline and 34 were calls to counselors.



Quarterly Website Analytics



Web users from NE – top ten cities

- 80% of Nebraska users came from nine cities
- Omaha alone represents 47% of total Nebraska users
- Lincoln/Hastings/Grand Island is 24% of total Nebraska traffic
- Cities in other include Norfolk, North Platte, Beatrice, Papillion, Scottsbluff, York, Blair, Tekamah, Plattsmouth Nebraska City, Gretna, McCook amongst others.

APPENDIX

Targeting Grid

Tactic	Targeting	Ad Type	Message
Facebook/IG	Gambling and Sports Betting Behavior/Interest	Image Ad/Video	Precontemplative
	Retargeting - Website Visits/Viewed a Video	Image Ad	Contemplation
	Optional	Poll/Survey Ad - One question two answer choices	TBD
Twitter	Sporting Betting Behavior/Interests	Display/Video	Precontemplative
	Retargeting - Website Activity	Display/Video	Contemplation
TikTok	Gambling and Sports Betting Behavior/Interest	Vertical Video	Precontemplative
	Retargeting - Website Activity	Vertical Video	Contemplation
Paid Search (PPC)	Gambling and Sports Betting keywords		Contemplation/Preparation
Display + Mobile	Gambling Behavior/Interest	Display	Precontemplative
	Retargeting Website Visits	Display	Contemplation
Pre-Roll Video	Gambling Behavior/Interest	Video (15)	Precontemplative
	Retargeting Website Visits	Video (30)	Contemplation
YouTube	Sports Behavior/Interest	Video (15)	Precontemplative
	Retargeting - Website Activity	Video (30)	Contemplation

2023-2024 Media Calendar

2023-2024 MEDIA BUDGET - NPGAP													
Media Type	July	August	September	October	November	December	January	February	March	April	May	June	TOTAL
Media Strategy	\$4,000												\$4,000
Facebook/IG	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
Twitter	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
TikTok	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$2,000	\$24,000
Paid Search (PPC)	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$4,000	\$48,000
Display + Mobile	\$4,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$72,000
Pre-Roll Video	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$60,000
YouTube	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$3,500	\$42,000
Monthly Blog	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$1,200	\$14,400
SEO	\$4,950	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$29,700	\$19,800
Media Total	\$38,650	\$29,700	\$29,700	\$34,650	\$29,700	\$29,700	\$34,650	\$29,700	\$29,700	\$34,650	\$29,700	\$29,700	\$380,200

Digital Targeting

Programmatic Targeting: Behavioral Segments	
Geo	Nebraska + Council Bluffs
Tactics	Behavior Targeting, Retargeting
Provider	Audience Segments
123Push	123Push > Consumer > Interests > Gambling
123Push	123Push > Consumer > Interest > Gambling > Lottery
123Push	123Push > Optimized for CTV > Consumer > Interest > Gambling > Sports Betting and Fantasy Sports
Alike Audience	Alike Audience: United States > Interest > Gambling > Sports Gambling > Sports Betting (Sportsbook & Fantasy) Gambling
lolame	
Eyeota	Eyeota - Lifestyle - Interest - Gambling
Eyeota	Eyeota - Lifestyle - Intent - Gambling
Alike Audience	Alike Audience: United States > Interest > Gambling > Sports Gambling > American Football Betting
Eyeota	Eyeota - B2B - Employment - Entertainment Industry - Sports, Recreation and Gambling
Eyeota	Eyeota > US > Lifestyle > Intent > Gambling
Eyeota	Eyeota - B2B - Employment - Entertainment Industry - Gambling
Alike Audience	Alike Audience: United States > Interest > Gambling > Sports Gambling > Baseball Betting (HEM)
Alike Audience	Alike Audience: United States > Interest > Gambling > Sports Gambling > Basketball Betting (HEM)
LDigital	LDigital > Browser Activity > Gambling > Sports Betting
Alike Audience	Alike Audience: United States > Interest > Gambling > Sports Gambling > American Football Betting (HEM)
nielsen	VisualDNA Entertainment - Entertainment - Interest - Gambling
IXI Digital	IXI > Travel and Entertainment Propensity > Likely Gamblers
123Push	123Push > Consumer > Interests > Gambling
ICX Media	ICX Media > CTV Optimized > Social Media Engagement > Gambling & Sportsbook
123Push	123Push > Optimized for CTV > Consumer > Interest > Gambling
NinthDecimal	9D > Lifestyle > Entertainment > Gambling and Casino - Expanded
Acxiom	Acxiom US Interest > Gambling Casino
Lighthouse List - Ameribase Digital	Ameribase Digital > Casino and Gambling > Gambling
Start.io [formerly StartApp]	Start.io [formerly StartApp] > US > Gamers > Gambling > Sports
Skydeo	Skydeo > PlacesGraph > Casinos
SMS	SMS > interest > sweepstakes gambling
Global Affinity Answers	Eyeota - Global Affinity Answers - Interest - Online Gambling - Bet365
Global Affinity Answers	Eyeota - Global Affinity Answers - Interest - Online Gambling - Ladbrokes
Datastream Group	Datastream Group > HCD > In-Market > Entertainment > Gambling > Lottery
nielsen	VisualDNA Entertainment - Entertainment - Online - Betting

Agent Thank you.

Thank you!



Patsy Sumner, CEO

psummer@themediaspark.com | 402.980.1688

Kim Stoneburner, COO

kstoneburner@themediaspark.com | 402.319.8244

Sarah Whipkey, Chief Growth Strategist

swhipkey@themediaspark.com | 402.871.5959



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

Bidder Name: MediaSpark

Instructions to bidders:

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

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

MEDIA PLANNING			
	Total Fixed Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$18,000 year one/ \$12,000 year two	\$18,000 year one/ \$12,000 year two	\$18,000 year one/ \$12,000 year two
2. Design of Public Awareness Campaign and Branding	\$15,000 year one/ \$10,000 year two	\$15,000 year one/ \$10,000 year two	\$15,000 year one/ \$10,000 year two
3. Account Services and Management	\$36,000 year one/ \$36,000 year two	\$36,000 year one/ \$36,000 year two	\$36,000 year one/ \$36,000 year two
4. Website	\$42,000 year one/ \$24,000 year two	\$24,000 year one/ \$24,000 year two	\$24,000 year one/ \$24,000 year two
5. Other (Please Specify)			
MEDIA PRODUCTION			
	Unit Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Media Production of Public Awareness Campaign (Provide individual cost for each item)	\$ See pricing below	\$ See pricing below	\$ See pricing below
a. Video/Television Production (15-30 seconds of video content)	\$12,000-18,000 based on concept	\$12,000-18,000 based on concept	\$12,000-18,000 based on concept
b. Audio Media Production (15-30 seconds of audio content)	\$5,000 (excl. talent/usage)	\$5,000 (excl. talent/usage)	\$5,000 (excl. talent/usage)
c. Print Media Production – Print Advertisement	\$3,000 (print or billboard)	\$3,000 (print or billboard)	\$3,000 (print or billboard)
d. Digital Media and Social Media Production	\$5,000 per set (up to 10 sizes)	\$5,000 per set (up to 10 sizes)	\$5,000 per set (up to 10 sizes)
e. Website	\$4,200/mo for	\$4,200/mo for	\$4,200/mo for
f. Other (Please Specify)	SEO, blogs, hosting	SEO, blogs, hosting	SEO, blogs, hosting
2. Branding Toolkit (See RFP Section V.C. 1. H.)	\$3,000	\$3,000	\$3,000

Handwritten notes:
5000
4200
12

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:	MediaSpark
Bidder Address:	14707 California Street, Suite 3, Omaha, NE 68154
Contact Person & Title:	Patsy Sumner, CEO
E-mail Address:	psumner@themediaspark.com
Telephone Number (Office):	402-505-5433
Telephone Number (Cellular):	402-980-1688
Fax Number:	NA

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:	MediaSpark
Bidder Address:	14707 California Street, Suite 3, Omaha, NE 68154
Contact Person & Title:	Patsy Sumner, CEO
E-mail Address:	psumner@themediaspark.com
Telephone Number (Office):	402-505-5433
Telephone Number (Cellular):	402-980-1688
Fax Number:	NA

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:	MediaSpark
COMPLETE ADDRESS:	14707 California Street, Suite 3, Omaha, NE 68154
TELEPHONE NUMBER:	402-505-5433
FAX NUMBER:	NA
DATE:	April 18, 2024
SIGNATURE:	<i>Patsy Sumner</i>
TYPED NAME & TITLE OF SIGNER:	Patsy Sumner, CEO

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this Request for Proposal.

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

Q. ASSIGNMENT, SALE, OR MERGER

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

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:
PS			

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:
PS			

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:
PS			

The contract may be terminated as follows:

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

U. CONTRACT CLOSEOUT

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

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
PS			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required, and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
PS			

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:
PS			

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:
PS			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, subcontractors, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

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

Nebraska Gamblers Assistance Program
700 South 16
Lincoln NE 68508

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

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:
PS			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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.