

May 9, 2023

David Geier
Executive Director
Nebraska Problem Gamblers Assistance Program
Commission on Problem Gambling
700 South 16th Street, Lincoln, NE 68508



Dear Mr. Geier:

I am excited to submit my proposal to conduct a program evaluation for the Nebraska Program Gamblers Assistance Program (NPGAP) FY2024 (RFP Number: NPGAP2023.1 03). With my experience in statistical analysis and geographic information systems (GIS), I will work closely with the NPGAP staff, Helpline staff, and Counselors to gain unique insights into the human and clinical dimensions of those seeking help from NPGAP.

Please find "Request for Proposal for Contractual Services" form on pages 37-38 of the attached RFP.

Thank you for your consideration.

Sincerely,

Dr. Juan Paulo Ramirez
Independent Consultant ("Contractor")
Owner GIS and Human Dimensions, LLC

“ORIGINAL”

**TECHNICAL AND COST PROPOSAL
TO EVALUATE THE NEBRASKA PROBLEM GAMBLERS
ASSISTANCE PROGRAM (NPGAP)**

**Juan-Paulo Ramírez, Ph.D.
Independent Consultant (“Contractor”)
Lincoln, Nebraska**

May 2023

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Components of the Proposal

1. CORPORATE OVERVIEW

1a. BIDDER IDENTIFICATION AND INFORMATION

Company name: GIS and Human Dimensions, LLC

Address: 3911 Saint Marys Ave. Lincoln, Nebraska 68502-5468

Entity organization: Corporation

State of incorporation: Nebraska

Year first organized to do business: 2011

Name of organization has not changed since first organized.

Form of organization changed in 2015 from individual sole proprietor to s-corp.

1b. FINANCIAL STATEMENTS

GIS and Human Dimensions, LLC started operations over 12 years ago (organized in Nebraska in January 2011). The company has two full-time employees: Dr. Juan-Paulo Ramírez (title: program evaluator and independent consultant, thereafter "Contractor"), and Ms. Julia Russ (title: editor and data entry specialist). Client base are non-profit organizations (i.e., Nebraska Appleseed), Nebraska state government (i.e., Department of Revenue, DHHS, local health departments, City of Lincoln Lincoln Fire & Rescue), Tribal organizations (i.e., Omaha Nation, Santee Sioux Nation, and Winnebago Tribe; Lincoln Indian Center), colleges and universities (i.e., University of Nebraska-Lincoln, Public Policy Center; University of Nebraska Medical Center - UNMC; Clarkson College), and philanthropic firms (i.e., Snow-Redfern Foundation; The Sherwood Foundation). The areas of specialization and expertise of the company are: Program evaluation using a mix method approach (qualitative and quantitative), statistical data analysis and reporting, data visualizations, Geographic Information Systems (GIS), grant writing, and community health needs assessments.

No judgements, pending or expected litigations, or other real or potential financial reversals exist that might materially affect the viability or stability of the organization. See banking reference from U.S. Bank on the next page.



usbank.com

4/17/2023

GIS And Human Dimensions LLC
3911 Saint Marys Avenue
Lincoln, Nebraska 68502

Re: Your request for account information

Dear Juan Ramirez,

Thank you for choosing U.S. Bank for your banking needs. This letter is in response to your request for account information.

Account Number (Last 4 digits)	Account Balance as of 4/17/2023	Date Opened
2672		2/7/2011

If you have additional questions regarding this information, please feel free to contact me at the phone number listed below.

Thank you again for choosing U.S. Bank.

Sincerely,

Eric Newman
Branch Manager
Lincoln - 10th & Highway 2 Office
(402) 421-1212

Deposit products offered by U.S. Bank National Association. Member FDIC

1c. CHANGE OF OWNERSHIP

No change in ownership is anticipated during the the twelve (12) months following the proposal due date.

1d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska is: 3911 Saint Marys Ave. Lincoln, Nebraska, 68502-5468.

1e. RELATIONSHIPS WITH THE STATE

In the previous three (3) years, GIS and Human Dimensions, LLC has contracted with the State as follows:

- Nebraska Department of Revenue: Nebraska Commission on Problem Gambling (data analysis and reporting).
- University of Nebraska Medical Center (UNMC): Consultant re HRSA grant (quantitative and qualitative data analysis from surveys, GIS, and visualizations).
- Nebraska Department of Health and Human Services: (1) Nebraska Center for Nursing (consultant for data analysis and reporting). (2) DHHS Public Health Department (consultant for state health assessment and state health improvement plan).
- Nebraska Commission on Latino-Americans (analysis of latino business owners).

1f. BIDDER'S EMPLOYEE RELATIONS TO STATE

Part 1:

No State employee: I, Juan-Paulo Ramírez, declare that no Party named in the

bidder's proposal response is or was an employee of the State within the past twelve (12) months.

Part 2:

No State employee as subcontractor: I, Juan-Paulo Ramírez, declare that no 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.

1g. CONTRACT PERFORMANCE

Part 1:

No contract termination for default: I, Juan-Paulo Ramírez, declare that no contract has been terminated for default against the bidder or any proposed subcontractor during the past five (5) years.

Part 2:

No contract termination for convenience, non-performance, non-allocation of funds, or any other reason: I, Juan-Paulo Ramírez, declare that no contract has been terminated for convenience, non-performance, non-allocation of funds, or any other reason against the bidder or any proposed subcontractor during the past three (3) years.

1h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Matrix: bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. **Table 1. #1.h.**

Table 1. #1.h.: Summary Matrix of Bidder's Previous Similar Projects and Narrative Descriptions

Project: Prime Contractor	Time period	The scheduled and actual completion dates	Responsibilities	Customer name and contact information
Nebraska Gamblers Assistance Program	December 2010 - July 2013	Budget: \$37,583. The contract was renewed on an annual basis, with no changes made regarding completion dates or budget. All tasks were completed on time, in accordance with the responsibilities outlined in the contract (see right column for details).	<input type="checkbox"/> Collaborate with DBH (NE DHHS, Division of Behavioral Health) - GAP to identify specific elements to evaluate and outcome measures for the development of program data and outcome reporting tools. Facilitate a longitudinal study utilizing specific variables and performing analysis resulting in program outcome information and reporting. <input type="checkbox"/> Evaluate and analyze GAP data to produce narrative and graphic reporting, which shall include mapping analysis focusing on specific data elements.	Maya Chilese, Ph.D. drmaya@blueagatecollaborative.com Phone: 402-525-3565 Fax: N/A

			<ul style="list-style-type: none"> <input type="checkbox"/> Prepare final report of findings within 30 days of fiscal year end; will collaborate with DBH - GAP to identify content and reporting format style for DBH - GAP use and ability to insert content into GAP Annual report. <input type="checkbox"/> Partner with GAP Evaluation Team and DBH data team to collaborate and integrate GAP evaluation process and practices with DBH. <input type="checkbox"/> Co-Facilitate GAP Strategic Plan Evaluation Workgroup in collaboration with DBH staff. 	
<p>Nebraska Problem Gamblers Assistance Program</p>	<p>October 2013 - June 2023</p>	<p>Budget: The contract has been renewed on an annual basis. The original contract, which was for \$38,000 in FY2014, was increased to \$49,900 in FY2022. No changes were made to the</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Conduct longitudinal studies of relevant factors in the presentation of Nebraska citizens exhibiting problems related to gambling activities. <input type="checkbox"/> Prepare presentations illustrating relevant characteristics of Nebraska citizens exhibiting problems related to gambling disorder. 	<p>David Geir david.geier@nebraska.gov Phone: 402-471-4450 Fax: 402-471-4452</p>

		<p>completion dates or budget. All tasks were completed on time in accordance with the responsibilities outlined in the contract (see right column for details).</p>	<ul style="list-style-type: none"> <input type="checkbox"/> Assist in preparation of reports to the Commission on Problem Gambling, Governor, Legislature, and other state and local government entities. <input type="checkbox"/> As requested by the Program Director, perform other types of analysis of data, mapping, and information gathering and analysis as needed. <input type="checkbox"/> Create a database format to accumulate and analyze admissions and discharge data supplied by Program counselors, enter the data at least monthly as it is received from the counselors, and create and present reports of results and conclusions to be drawn from the data. <input type="checkbox"/> Meet with NCPG staff on a regular basis.
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1i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/ MANAGEMENT APPROACH

Professionals involved

- 1) Dr. Juan-Paulo Ramírez. Juan-Paulo holds a Master's degree (MA, 2000) and a Ph.D. (2002) in anthropology and geography from the University of Nebraska-Lincoln. **Title:** Program evaluator and independent consultant ("Contractor").

- 2) Julia Russ: Julia holds a Bachelor's degree in Biological Sciences (BSc, 1997) from the University of Nebraska-Lincoln. **Title:** Editor and data entry specialist.

Resumes

See next pages.

RESUMES

Title #1: Program Evaluator & Independent Consultant ("Contractor")

Juan-Paulo Ramírez, Ph.D.
 3911 Saint Marys Ave. Lincoln, NE 68502-5468
 Phone: 402.217.3872
 Email: jprmaps@gmail.com
 Website: <http://gishumandimensions.com>

A. Education

University of Nebraska-Lincoln : 2002 (Ph.D.) Subject areas: Geographic Information Systems (GIS) and participatory approach in community development
 University of Nebraska-Lincoln : 2000 (M.A.)
 Catholic University of Chile : 1994 (B.A.)

B. Understanding of the process

Juan-Paulo Ramírez, Ph.D., is an independent consultant and the sole owner of GIS and Human Dimensions, LLC, a Nebraska company specializing in Geographic Information Systems (GIS), program evaluation, and applications in behavioral health and human dimensions. Juan Paulo has 25 years of experience in writing grants, designing surveys, data collection, statistical analysis, data visualization, website design, and GIS. He has been analyzing gambling data for the State of Nebraska for the past 15 years:

- From 2007 to 2010, Juan Paulo was the lead program evaluator for GAP, a program managed by the Nebraska Department of Health and Human Services Division of Behavioral Health (DHHS-DBH). During this time, he was a Research Specialist at the University of Nebraska Public Policy Center.
- Between 2011 and 2013, he worked as an independent consultant under DHHS-DBH to evaluate the Nebraska Gamblers Assistance Program (GAP).
- Juan Paulo has been contracted with the Nebraska Problem Gamblers Assistance Program (Nebraska Department of Revenue) as an independent consultant since July 2013.

C. Positions and Employment

2006-2023 Independent Consultant – Sole owner of GIS and Human Dimensions, LLC. (January 2011 to present). Program evaluation in behavioral health and community development; mix methods analysis, and geospatial analysis). SAM registration number

Unique Entity ID [UEI]: D2EYV9AJZ9J3

Courtesy appointment: Adjunct professor University of Nebraska-Lincoln. Geography and Geographic Information Science. School of Natural Resources (May 2016 to 2020).

Adjunct professor: Clarkson College. Grant writing class. (2019. Spring semester).

Courtesy appointment: Faculty fellow University of Nebraska Public Policy Center (May 2010 to 2020).

D. Selected Publications (in reversed chronological order)

Ramírez, J., Geier, D., & McCollister, A. (August 2022). Report: Annual Data Report. FY2020-2021. Nebraska Gamblers Assistance Program (GAP). Commission on Problem Gambling. 15 pages. Lincoln, Nebraska.

Ramírez, J., Geier, D., & McCollister, A. (August 2021). Report: Annual Data Report. FY2020-2021. Nebraska Gamblers Assistance Program (GAP). Commission on Problem Gambling. 15 pages. Lincoln, Nebraska.

Ramírez, J., Geier, D., & McCollister, A. (September 2020). Report: Annual Data Report. FY2019-2020. Nebraska Gamblers Assistance Program (GAP). Commission on Problem Gambling. 23 pages. Lincoln, Nebraska.

Ramírez, J., Geier, D., & McCollister, A. (August 2019). Report: Annual Data Report. FY2018-2019. Nebraska Gamblers Assistance Program (GAP). Commission on Problem Gambling. 24 pages. Lincoln, Nebraska.

Ramírez, J., Schmeckle, W., & Anderson-Knott, M. (June 2019). Report: 2019 Community Health Needs Assessment. Three Rivers Public Health Department. 106 pages. Nebraska.

Ramírez, J. (May, 2018). Report: Latino businesses in Nebraska. Based on US Census Bureau 2012 survey of business owners (SBO) Table. Nebraska Latino American Commission. 17 pages. Lincoln, Nebraska.

Ramírez, J. et al. (January 2017). PowerPoint report: A comparison: Daily Fantasy Sports (DFS): A prevalence survey with college age students & GAP Intake Data. 18 slides. Gamblers Assistance Program. Lincoln, Nebraska.

Geier, D., Spence, R., & Ramírez, J. (January, 2016). Gamblers Assistance Program. Database User Guide. Nebraska Commission on Problem Gambling. Gamblers Assistance Program. 54 pages. Lincoln, Nebraska.

Martin, A., Ramírez, J., Chazdon, S., & Murphy, N. (August, 2014). Building Community Capacity in Rural Nebraska. Final Report. Prepared for The Sherwood Foundation and the Nebraska Community Foundation. Minneapolis, Minnesota. TerraLuna Collaborative. 13 pages.

C. Special Skills

- Use of statistical software SPSS (v.27).
- Use of Google/Open Refine for data cleaning, analysis and reporting.
- Use of Qualtrics, SurveyMonkey, and Google Forms for online surveys.
- Interactive data visualizations using Tableau software and Vengage.
- Web sites updates and editing.
- Use of GIS software (i.e., ArcMap 10.6 and Maptitude Mapping Software)
- 25 + years experience using Microsoft Office (Word, Excel and PowerPoint) and Google equivalents (doc, sheets, and slides).
- Trained in grant writing and Program Evaluation (UN-L).
- Completed training re IRB (Collaborative Institutional Training Initiative – CITI Program).
- Languages: fluent in English and Spanish.

D. Professional Memberships

Association of American Geographers (1999 to present)
American Evaluation Association (2008 to present)

E. References

Dr. Maya Chilese
drmaya@blueagatecollaborative.com
402-525-3565

Dr. Nora Murphy
nora@terralunacollaborative.com
773-613-9622

Dr. Jami Bartgis
drbartgis@onefireassociates.org
918.232.2912

Title #2: Editor and data entry specialist.

Julia A. Russ

nebraskatallgrass@yahoo.com

402-217-5154

3911 Saint Marys Ave

Lincoln NE 68502

EDUCATION

Southeast Community College, Lincoln NE

- GIS (Geographic Information Systems) Certificate, September 2016
- GPA: 4.0

University of Nebraska, Lincoln

- BSc degree-Biology, December 1998
- GPA: 3.4

UNDERSTANDING OF THE PROCESS

Julia has extensive expertise in data analysis, data cleaning, and data interpretation. She has experience writing technical reports, editing, grant writing, visualizations, and Geographic Information Systems (GIS). Julia will contribute to enhancing the quality of reporting, continuous quality improvement (CQI), and overall performance of the Gamblers Assistance Program by leveraging her expertise in these areas. Her specific contributions will include:

- Developing and implementing a data-driven approach to program evaluation
- Identifying and addressing gaps in program data
- Creating and maintaining a comprehensive data repository
- Creating and disseminating reports and presentations on program outcomes
- Julia's expertise and experience will be invaluable to the Nebraska Problem Gamblers Assistance Program as it works to improve the quality of its services and achieve its goals.

EXPERIENCE

GIS and Human Dimensions, 2020 to present

- Infographics design and layout
- Writing and editing grants, reports, and publications
- Data entry and analysis
- Literature review

UNL Center for Biotechnology, Microscopy Core, 2017-2020

- Teaching, training
- Technical writing for publication
- Writing SOPs
- Literature review

GIS (Geographic Information Systems) Capstone Coursework, 2015-2016

- Geospatial analysis and visualization
- Writing reports detailing GIS methods and techniques
- Map and infographics interpretation, design, and layout
- Curriculum review and development

UNL Veterinary Diagnostic Center-Virology, 2007-2015

- Sample logging and tracking
- Disease surveillance: Pseudorabies, Avian Influenza, West Nile Virus, Chronic Wasting Disease
- Data entry, reporting to clients, LIMS (Lab Information Management System)
- Writing detailed standard operating procedures (SOP)

ALTECA LTD, Manhattan KS, Forensic Microscopy, 2006-2007

- Writing reports, and record keeping for legal depositions
- Sample logging and tracking

OTHER SKILLS

Geographic Information System: ArcMap 10.6

Software: MS Word, Excel, PowerPoint and Google equivalents (Doc, Sheets and Slides)

Photography: Film and digital imaging, Photoshop experience

Spanish: Conversational speaking, writing, and reading

REFERENCES

Jaydeep Kolape, MSc	205-451-2848	jkolape@utk.edu
Steve Braswell	402-416-4178	sbraswel@nebrwesleyan.edu
Judith Wheeler, MSc	531-483-0279	judith.galeota@gmail.com

2. TECHNICAL APPROACH

2a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Juan-Paulo Ramírez, Ph.D. ("Contractor"), brings a wealth of experience and expertise to this project. With 25 years of experience in grant writing, survey design, data collection, statistical analysis, data visualization, website design, and GIS, he has a proven track record of producing high-quality work for clients in the behavioral health and human dimensions fields. In particular, Juan Paulo has been analyzing gambling data for the State of Nebraska for the past 15 years.

With this extensive experience in analyzing gambling data for the State of Nebraska, Contractor is uniquely qualified to aggregate data collected from Program clients and produce analytic reports that are incorporated into the Program's reports. His expertise will enable him to produce reports that include analysis of data collected from Program clients and reported by Program counselors and other vendors, helping the Commission and staff of the Program to operate and improve the Program. Furthermore, his experience will be invaluable in utilizing data and statewide survey results in a research study of gambling behavior and social impacts of gambling in Nebraska in collaboration with the Nebraska Racing and Gaming Commission.

Contractor will be responsible for preparing reports and results of data analysis as requested by Program staff, including monthly reports to be aggregated into quarterly reports for the Commission, and two annual reports for the Governor and Legislature. Other reports will be required as gambling in Nebraska and the nation evolves, and as needed to respond to Program staff initiatives and inquiries from the Commission on Problem Gambling, the Nebraska Racing and Gaming Commission, other executive branch agencies, divisions of the legislative branch of state government, and political subdivisions within Nebraska.

Experience in collaboration, project planning, and management

The Contractor brings a valuable set of skills to the NPGAP, including the ability to collaborate effectively with Program staff, vendors, and the Nebraska Racing and Gaming Commission. He has extensive experience in producing analytic reports that incorporate data collected from Program clients, counselors, and vendors, as well as statewide survey results. This will contribute to the Program's success and help improve

it over time. Additionally, the Contractor's experience will be useful in utilizing data for a research study of gambling behavior and social impacts of gambling in Nebraska.

In terms of project planning and management, Contractor has extensive experience managing projects in the field of behavioral health, including mental health, substance use, and suicide prevention projects funded by SAMHSA. He has previously served as lead program evaluator for GAP, a program managed by the Nebraska Department of Health and Human Services Division of Behavioral Health, and has worked as an independent consultant under DHHS-DBH to evaluate the Nebraska Gamblers Assistance Program. He has been a contracted independent consultant for the Nebraska Problem Gamblers Assistance Program since 2013. Contractor has also prepared quarterly summary data reports and annual reports for the Nebraska Commission on Problem Gambling.

2b. PROPOSED DEVELOPMENT APPROACH

The Contractor will collect data from multiple sources, including client reporting forms, to extract relevant information for analysis. This data will be used to formulate Program-wide reports that provide insights into the characteristics of Program clients and the prevalence and nature of gambling addiction in Nebraska.

The data collected includes demographic characteristics of the counseled population, individual histories of gambling behavior, biopsychosocial histories of clients, diagnostic conclusions, measures of progress in therapy, and other points of data as determined by the Program Director and staff.

Improvement of current data collection

The Contractor will work closely with the Program staff to improve the current data collection process. To start, they will review the existing instruments and reporting methods and identify areas for improvement. Together, they will develop new or revised data collection instruments that are more effective, efficient, and user-friendly. The Contractor will also assist the Program staff in developing new methods for reporting data that are easier to understand and more visually appealing. The Contractor will collaborate with Program staff and other vendors to create data collection methods that capture the necessary information while minimizing the burden on clients, counselors, and staff.

To ensure that the data collected is relevant and useful, the Contractor will document and report trends and changes in data over time, including comparisons to data accumulated in Nebraska since July 1, 2013, as well as data collected in other states, nationally, and internationally for comparison with Nebraska characteristics and measures.

The Contractor will conduct an ongoing literature review to identify evidence-based practices (EBPs) that can improve outcomes for individuals seeking treatment. The literature review will also examine best practices in data collection and analysis, which will inform and improve the Program's data collection methods. With access to online resources provided by the University of Nebraska Lincoln library, the Contractor will search for peer-reviewed articles, books, and other credible sources. The Contractor will report their findings to Program staff and provide recommendations on how to integrate these practices into the Program's operations. Through this activity, the Contractor aims to keep the Program up-to-date with the latest developments in the field and ultimately help improve outcomes for individuals seeking treatment.

2c. TECHNICAL CONSIDERATIONS

The Contractor has appropriate staffing, and computer hardware and software necessary to perform the analytics as requested. After working 15 years in the gambling data analysis and evaluation fields, the Contractor is very familiar with the subject matter focus of the Program, including gambling, addiction to gambling, research (national and international), psychotherapy, and other forms of counseling for addictions. Contractor is proficient in the use of Microsoft Office products, including Word, Excel, and PowerPoint.

The Contractor will communicate electronically using hardware and software compatible with State of Nebraska systems. The Contractor assures that all electronic communication with the Director and staff of the Program will be secure against hacking, phishing or other intrusion attempts.

In addition, Contractor provides accurate and comprehensive English-to-Spanish translations of various documents, meeting the highest quality standards as requested by NPGAP staff or individual counselors.

Cutting edge technology used by Contractor

To ensure exceptional results for our clients, Contractor utilizes cutting-edge technology and equipment. Contractor's commitment to delivering exceptional results means the latest hardware and software available are used. Contractor's state-of-the-art technology enables exceptional results for our clients. Contractor invests in the latest hardware and software to ensure client satisfaction. Contractor's investment in cutting-edge technology and equipment enables us to consistently provide high-quality services to our clients.

Hardware

To ensure uninterrupted workflow, Contractor uses redundant workstations consisting of Dell computers and laptops equipped with the same software suite (including Adobe Acrobat, Microsoft, SurveyMonkey, Google apps, and GIS ArcMap). This redundancy helps mitigate the impact of memory-intensive tasks, software bugs, conflicts with other software (such as antivirus programs or firewalls), and issues with the operating system.

Contractor uses several color printers with scanning capabilities to produce hard copies of reports, which are then provided to the Program Director.

For presentations and exhibitions, Contractor owns a large-format printer to create poster-sized displays. These displays are mounted on sturdy foam boards, making them suitable for various settings.

All computers have individual backup systems (Uninterruptible Power Supply - UPS) to protect data in case of power-related issues (blackouts or power surges).

Proficiency in the use of data analytics software

For data collection, Contractor uses Google Forms to create the online versions of all data forms from NPGAP, and to collect data from program clients. For data analysis, the Contractor will use the statistical software SPSS (v.27), which is widely recognized as a powerful and reliable tool for analyzing large datasets. Additionally, the Contractor will use Open Refine and Excel for data cleaning, analysis, and reporting. These tools allow for quick and efficient data manipulation and transformation, which is essential for accurate analysis. The Contractor has experience using online survey platforms such as Qualtrics and owns the professional version of SurveyMonkey.

The Contractor will also use Venngage and Tableau software for creating interactive data visualizations. Venngage is an easy-to-use platform that enables the creation of eye-catching visualizations that effectively communicate complex data. Tableau is a data visualization software that allows users to analyze and present data in an interactive and intuitive way. It can connect to various data sources, including spreadsheets, databases, and cloud services, and create interactive dashboards, reports, and charts. The Contractor will use these visualizations to present findings and key takeaways to the Program staff and other stakeholders.

For reporting, the Contractor will use Microsoft Office (Word, Excel, and PowerPoint), which has been the industry standard for decades. The Contractor has over 20 years of experience using these tools and is highly proficient in their use. Alternatively, the Contractor will also use Google equivalents (doc, sheets, and slides) if preferred by the Program staff. These tools will be used to create comprehensive and professional reports that summarize the findings and recommendations from the program evaluation.

GIS software is a critical tool for visualizing and analyzing spatial data. The Contractor will utilize ArcMap 10.6, an industry-standard GIS software, to process and analyze geographic data related to the NPGAP. ArcMap 10.6 offers a wide range of features for

spatial analysis, including mapping, data visualization, and geoprocessing. With its intuitive interface and robust analytical capabilities, ArcMap 10.6 is an excellent tool for producing high-quality maps and data visualizations to support program evaluation efforts.

In addition to ArcMap 10.6, the Contractor will use the latest version of Maptitude Mapping Software to support program evaluation activities. Maptitude is a powerful and easy-to-use GIS software that provides a range of features for creating maps, analyzing spatial data, and visualizing results. With Maptitude, the Contractor will be able to conduct spatial analysis, generate reports, and produce maps that help to identify patterns and trends in the data. Maptitude also offers a range of tools for data visualization, including heat maps, scatter plots, and bar charts, which will be used to support data-driven decision making within the NPGAP.

Use of artificial intelligence

With the recent advent of artificial intelligence (AI) in the public sphere, made available by companies such as Microsoft (Bing), Google (Bard), and OpenAI (ChatGPT), the Contractor, in collaboration with the NPGAP Director and staff, will explore how AI can be used to identify effective Evidence-Based Practices (EBPs) and promote better health outcomes for individuals struggling with gambling addiction. This may involve researching the latest emerging research in the gambling field both in the United States and internationally, as well as examining potential improvements in data analysis that can be achieved through AI, particularly in the realm of qualitative analysis. For example, the Contractor may use AI to identify main themes from non-identifiable progress and discharge reports over the last 10 years of NPGAP data to help identify areas where treatment can be improved.

Translation services (English to Spanish)

Contractor offers English to Spanish translation services for various types of documents, including gambler and family member forms, marketing materials, fliers, and reports. These translation services can be requested by NPGAP staff or individual counselors as needed.

Data handling

The Contractor will take every necessary precaution to ensure the confidentiality of the data. The data will be securely stored in password-protected files, and access to specific folders of the project will be encrypted. Any data transfer between NPGAP and

the Contractor will be done using encrypted devices to ensure that sensitive information is not compromised. Personally or individually identifying information regarding clients of the program will be protected from disclosure. In addition, data will be backed up by two duplicate access-protected storage devices to ensure that data is not lost in the event of a technical failure. All program outcomes, such as general consumer demographics and gambling demographics, will be presented in an aggregated form to protect individual privacy. No identifiable information that could link an individual's name to confidential data will be obtained.

Digital database

Data forms (urgent care, gambler and family members intake forms; progress reports; and discharge forms) will be entered into a digital platform (i.e., Google Sheets), which will be downloaded into Excel MS format to allow further and more complex data analysis using a statistical software (i.e., SPSS v. 27, Open Refine).

Data fidelity and quality improvement

The Contractor will ensure data integrity by revising forms for completeness and accuracy. The Contractor will examine the data report forms and notify Program staff of any incomplete or missing data. Additionally, the Contractor will ensure that all data received as a result of the contract is protected from the disclosure of personally or individually identifying information of clients of the program. If a data report form contains personally identifying information, the Contractor will promptly notify Program staff and redact the information from the documents and storage.

HIPAA and IRB Compliance for the Protection of Human Subjects

To ensure HIPAA compliance, digital data transfer between parties will be conducted through Google Workspace, a cloud-based environment that supports the Security Rule, the Privacy Rule, and the Breach Notification Rule as specified in HIPAA Compliance on Google Cloud | GCP Security. The Contractor has already signed a Business Associate Agreement with Google as required under HIPAA regulations. In addition, the Contractor has completed HIPAA compliance, Institutional Review Board (IRB), and Americans with Disabilities Act (ADA) training through the University of Nebraska-Lincoln.

Since 2007, the Contractor has been receiving ongoing training on Institutional Review Board (IRB) compliance in accordance with federal policies and regulations through the University of Nebraska-Lincoln.

2d. DETAILED PROJECT WORK PLAN

The Contractor will collaborate with the Program Director to develop the method to transmit the incoming data forms from the Program office to the Contractor. The Contractor will extract data from the client reporting forms and use it to formulate Program-wide reports. The Contractor will aggregate the data reported on these forms and use it as the basis for reports analyzing characteristics of the Program clients and the extent and nature of gambling and addiction to gambling in Nebraska.

The Contractor will prepare reports and results of data analysis as requested by Program staff. Reports will include monthly reports to be aggregated into quarterly reports for the Commission, and two annual reports for the Governor and Legislature.

To ensure the Program stays up to date with the latest developments, the Contractor will provide regular reports on the evolving landscape of gambling in Nebraska and the United States. Additionally, the Contractor will be responsive to Program staff initiatives and inquiries from the Commission on Problem Gambling, the Nebraska Racing and Gaming Commission, other executive branch agencies, divisions of the legislative branch of state government, and political subdivisions within Nebraska. These reports will be tailored to meet the specific needs of each organization and will be provided in a timely manner.

The Contractor will attend and present reports at staff meetings from time to time as requested by Program staff, and attend and present reports upon request at four regular meetings of the Commission on Problem Gambling. The volume and content of other reports during the term of the contract will be determined by the Director as needs arise.

The following are the specific tasks related to the work plan.

Program Evaluation

A summative (quantitative and qualitative analysis) and normative evaluation (analysis of the processes) will be developed for NPGAP including geomapping for the different components of the program, treatment and helpline services. I will meet monthly with the NPGAP Program Director and staff to discuss progress, analyze results and identify strategies to improve NPGAP outcomes.

Evaluation for the Problem Gambling Treatment Services will include:

- To provide a comprehensive understanding of the NPGAP consumer base, the Contractor will collect data on various demographic variables such as age, gender, race/ethnicity, employment status, education level, gambling and household debt, household income, history of suicide attempts, and suicidal ideation, among other relevant factors
- Other consumer demographics for GIS purposes: Region of services and referral source (county and city data)
- Capture elements for standard outcome measures
- Analyze trends of key variables
- Identify longitudinal trends to cross-reference key demographics (i.e., age started gambling) with gambling indicators (i.e., gambling debt, main problems related to gambling, severity of the gambling problem using scores of the DSM-5).
- Conduct qualitative analysis related to main problems related to gambling (i.e., family, emotional, financial, health, work, legal, and relapse)
- Update urgent care, gambler/family member (intake, progress report, and discharge), and helpline forms as requested by NPGAP Program Director.
- Calculate suicide rates (including attempts and thoughts of suicide) among Nebraska gamblers. This analysis will involve comparing the rates to state-based statistics obtained from national surveys such as the National Survey on Drug Use and Health (NSDUH), the Web-based Injury Statistics Query and Reporting System (WISQARS) fatal injury data by county, age groups, race/ethnicity, and gender, and the Behavioral Risk Factor Surveillance System (BRFSS) Web Enabled Analysis Tool (WEAT). By conducting this analysis, the Contractor will be able to provide valuable insights into the relationships between gambling and suicide, which can inform the development of effective prevention and intervention strategies for the Program's clients.

Evaluation for the Helpline Services will include:

- General consumer demographics and gambling demographics
- County of caller and region of service referral
- Analyze outcome results based on 'stage of change' (i.e., referral template of Helpline provider)
- Capture elements for standard outcome measures (i.e., problems associated with gambling)

- Analyze trends and match key variables with previous Helpline data reports
- Calculate suicide rates

Fact Sheet

In close collaboration with the NPGAP Director and staff, Contractor will create a comprehensive Fact Sheet for NPGAP to provide an overview of the program's goals, activities, and fundamental outcome indicators. The Fact Sheet will be targeted towards stakeholders, treatment providers, and Nebraska legislators, and may include key findings from the Annual Report, as well as strategies developed by Program staff, and expected outcome results for the gambling population receiving treatment. By utilizing these various sources of information, the Fact Sheet will effectively showcase the program's strengths and successes, while also highlighting areas for potential growth and improvement.

Posters and presentations

The Contractor will provide printing and mounting services for poster-size infographics showcasing the main findings of the program, including urgent care data, client intake data, and Helpline client data, at no additional cost to the client. These infographics can be utilized during quarterly NPGAP Commission meetings, as well as at conferences such as the Nebraska Association of Behavioral Health Organizations (NABHO), Midwest Conference on Problem Gambling, and National Council on Problem Gambling.

Oral presentations

The Contractor has a vast experience in giving oral presentations related to behavioral health issues, in particular gambling addiction to the general public, students, and professionals in the field. He has given several oral presentations in conferences held in Nebraska, Alaska, Colorado, Kansas, and Indiana.

NPGAP Commissioners Meetings

The Contractor is committed to attending quarterly NPGAP commission meetings throughout the fiscal year to present key findings. The Evaluator will create visually engaging PowerPoint presentations that summarize the most pertinent data collected from clients and the helpline. These presentations will be submitted to the NPGAP director at least one week in advance for any necessary revisions or updates. The

Contractor is dedicated to ensuring that these presentations are clear, informative, and tailored to the needs of the NPGAP commissioners.

Geographic Information Systems (GIS) mapping

The Contractor will utilize intake forms to create maps showing the distribution of NPGAP clients by city and county, providing insight into the locations of gamblers seeking help and the locations of services offered by providers. Additionally, the Contractor will create maps based on helpline data, mapping out caller residence information by city and county to provide a comprehensive understanding of helpline use across the state.

To better understand the potential impact of gambling venues on individuals' gambling patterns, Contractor will plot the locations of new casinos in Nebraska, as well as the locations of mechanical amusement devices (MAD), cash devices & other gaming¹, and track their development over time.

Continuous Quality Improvement (CQI)

The Contractor will establish and maintain an active and collaborative communication with the NPGAP Team to provide support for evaluation and Quality Improvement initiatives. A close partnership will be formed between the Contractor and the NPGAP Team to facilitate discussions regarding variables to be evaluated and specific outcome measures to be analyzed.

¹ <https://revenue.nebraska.gov/gaming/mechanical-amusement-devices-cash-devices-other-gaming>

2.e. DELIVERABLES AND DUE DATES

Table 1. #2.e. shows the specific deliverables, summary, frequency, and due dates for this proposal.

Table 1. #2.e: Reporting Summary Deliverables and Due Dates

Deliverable	Summary	Frequency	Due date
Monthly data reports	Data collected in previous month	Monthly	15th day of following month
Quarterly data reports	Data collected in previous quarter and cumulative beginning with the first month of the fiscal year	Quarterly	15th day of following month after each quarter
Annual data reports	Cumulative data collected during state fiscal year	Annually	April of each year for twelve months beginning March 1 of previous year
Data Collection Instruments and Reporting Methods	Collaborate with NPGAP staff to improve current data collection instruments and reporting methods and formats, including demographic characteristics of the counseled population, individual histories of	As needed	TBD by Program Director and staff

Deliverable	Summary	Frequency	Due date
	gambling behavior, biopsychosocial histories of clients, diagnostic conclusions, measures of progress in therapy, and other points of data as determined by the Program Director and staff from time to time.		
Modified Data Collection Instruments and Reporting Forms and Summaries	Modify data collection instruments and resulting modification of data reporting forms and summaries to reflect changes in gambling participation and focus of data collection.	As needed	TBD by Program Director and staff
Trends and changes report	Document and report trends or changes in data over time, including references and comparison to data accumulated in Nebraska since July 1, 2013	Annually	TBD by Program Director
Presenting reports at Commission on Problem Gambling meetings and staff meetings	Attend and present reports at staff meetings and regular meetings of the Commission on Problem Gambling.	As requested by Program staff and at four regular meetings of the Commission on Problem Gambling.	Ongoing

Deliverable	Summary	Frequency	Due date
Enlargements and displays of data reports for use in reports and presentations	Contractor will assist Program staff in the creation of enlargements and displays of the contents of data reports for use in reports, conferences, and presentations.	As requested by Program staff.	Ongoing
Fact sheet	Create a comprehensive Fact Sheet for NPGAP to provide an overview of the program's goals, activities, and fundamental outcome indicators.	One-time	Within 90 days of contract start date
Conduct literature research	The Contractor will conduct literature research to identify new Evidence-Based Practices (EBPs) that can improve outcomes for those seeking treatment under the Nebraska Problem Gambling Assistance Program (NPGAP).	As new research is published	Ongoing
English to Spanish translation	Contractor will provide English to Spanish translation services for various types of documents, including gambler and family member forms, marketing materials, fliers, and reports.	As needed	TBD based on the request

Please note that the dates listed above are subject to change as requested by the Program staff. The Contractor will deliver reports and collaborate with staff on a continuous basis throughout the contract term.

TERMS AND CONDITIONS


Bidders should complete Sections II through 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 proposed a particular clause then that clause shall control.
- 2. If both Parties have proposed a similar clause, but the clauses do not conflict, the clauses shall be read together.
- 3. If both Parties have proposed 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:
			

- 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.

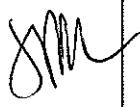
Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having 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 4)

the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, 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:
			

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:
			

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:
SPR			

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase, applicable to any renewals after the first year of the contract, shall not exceed the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U, for the twelve months ending on the end date of the contract year. Increases will be cumulative across the remaining periods 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:
SPR			

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:
JPR			

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:
JPR			

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:
JPR			

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:
JPR			

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:
JPR			

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:
JPR			

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:
JPM			

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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 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:
			

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:
JPK			

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:
JPK			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

T. EARLY TERMINATION


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

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:
			

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 Contactor, 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:
JPM			

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, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract 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 or subcontractor employee.

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:
			

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)

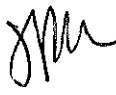
The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against 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:
			


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:
			

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.

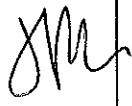
F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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:
			

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. The policy shall include the State, 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
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service,	\$5,000,000

Remediation, Fines and Penalties	
PROFESSIONAL LIABILITY	
Errors and Omissions	\$1,000,000 Per Claim/Aggregate
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:

Agency: Nebraska Gamblers Assistance Program

Agency email address: david.geier@nebraska.gov

Nebraska Gamblers Assistance Program

700 South 16

Lincoln NE 68508

RFP: NPGAP2023.1 03/Contract #


These certificates or the cover sheet shall reference the RFP/Contract 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:
			

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:
JPM			

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:
JPM			

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 P.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:
JPM			

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:
JPR			

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:
JPR			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

O TIME IS OF THE ESSENCE

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

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)


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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include itemized description of the task performed, date of performance, amount of time spent to perform, and such other detail as the Director of the NPGAP may require. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

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:
JPR			

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 two percent (2%) 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.

3. BIDDER'S COST PROPOSAL

Cost Proposal Template Request for Proposal NPGAP2023.1

Bidder Name: Juan-Paulo Ramírez, PhD, d/b/a GIS and Human Dimensions, LLC

Instructions to bidders:

The Commission on Problem Gambling requires all contracts awarded for services to include a projected total cost for the year of the contract. This is expressed as an amount that the annual total cost is "not to exceed" for the year July 1, 2023-June 30, 2024.

As provided in Section II F., cost increases for contract renewals after the first year of the contract shall be limited to the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U for the twelve months ending on the end date of the contract year then ending.

In addition to the projected annual cost, the bidder's cost proposal shall include the hourly rate of cost for the categories of service listed below.

If different hourly rates apply based on job titles, qualifications or job descriptions of the individuals providing the service, the proposal should so state, giving the job title and hourly rate that applies to it. Expand the boxes if necessary to add more job titles and hourly rates.

Costs shall be specified for each of the following deliverables:

For each of the following categories, list the individuals who will be performing the task, by job title, qualifications or job description, giving the applicable hourly rate of cost for each. Add more lines if more than two are proposed. The annual total cost amount should equal the lump sum total for all services, for all individuals performing service, that the bidder proposes.

1	Preparation of reports including edits.	\$57,500
	a. Indicate Job Title 1: Program Evaluator (Dr. JP Ramirez)	\$45,000

	<p>Qualifications: Dr. Ramirez has over 15 years of experience conducting reporting, data analysis, and curation of data for the Nebraska Gamblers Assistance Program (GAP, 2007-2022) and the Nebraska Problem Gamblers Assistance Program (NPGAP, 2022-2023). He has also created quarterly summary data reports and annual reports for the Nebraska Commission on Problem Gambling.</p> <p>Hourly rate: \$125² (360 hours)</p>	
	<p>b. Indicate Job Title 2: Editor and Data Entry (Julia Russ)</p> <p>Qualifications: Julia has over 25 years of experience providing editing, data entry (use of Excel, Google Sheets, and Google Forms), and quality improvement services.</p> <p>Hourly rate: \$50³ (250 hours)</p>	\$12,500
2	<p>Presentation of reports at meetings of the Commission on Problem Gambling and other public events.</p>	\$3,750
	<p>Indicate Job Title 1: Program Evaluator (Dr. JP Ramirez)</p> <p>Qualifications: Dr. Ramirez has the knowledge, experience, and skills to present reports at meetings and other public events in a clear and engaging way. He has given presentations about Nebraska GAP data to national and state audiences since 2007.</p> <p>Hourly rate: \$125 (30 hours)</p>	\$3,750
	Indicate Job Title 2: N/A	\$0
3	<p>Meet with Program staff to plan projects.</p>	\$7,500
	<p>Indicate Job Title 1: Program Evaluator (Dr. JP Ramirez)</p> <p>Qualifications: Dr. Ramirez has analyzed longitudinal gambling datasets from the Nebraska Problem Gamblers</p>	\$7,500

² This is based on the average range salaries (\$100-\$150) for data collection, statistical analysis, data visualization, website design, survey design, GIS, and grant writing specialists. (U.S. Census Bureau, Occupational Employment Statistics (OES) Survey, 2022: https://www.bls.gov/oes/current/oes_nat.htm). Accessed on 4/26/2023.

³ This is based on the average range salaries (\$50-\$75) for data analysts, data scientists, and GIS professionals (U.S. Census Bureau, Occupational Employment Statistics (OES) Survey, 2022: https://www.bls.gov/oes/current/oes_nat.htm). Accessed on 4/26/2023.

	<p>Assistance Program from 2013 to 2023. This experience has given him a deep understanding of the challenges and opportunities involved in program evaluation and planning. He is able to use this knowledge to summarize and synthesize these datasets, as well as gamblers datasets available before that period, to inform policy decisions.</p> <p>Hourly rate: \$125 (60 hours)</p>	
	Indicate Job Title 2: N/A	\$0
4	Consult with Program staff and staff of other entities and vendors as required by Program staff to develop and improve data collection methods.	\$9,000
	<p>Indicate Job Title 1: Program Evaluator (Dr. JP Ramirez)</p> <p>Qualifications: Dr. Ramirez's extensive experience in survey design, data collection, statistical analysis, data visualization, and GIS, coupled with his specialized knowledge in problem gambling, make him a valuable consultant for the Commission on Problem Gambling in their efforts to develop and improve their data collection methods. He has been involved in updating surveys for the NPGAP over the last 10 years, making sure that data elements capture key components of gamblers and family members who seek treatment under the Program. He has worked closely with NPGAP program staff to redesign data collection forms, including the Urgent Care form, intake form for gamblers and family members, progress reports, and discharge forms. Dr. Ramirez has also translated these forms into Spanish to facilitate data collection for non-English speakers. He has developed fillable PDF data collection forms that allow NPGAP providers to enter alphanumeric data, such as automatically calculating total costs for their invoices. They can also enter the number of treatment hours for each client using their TAD (Turn Around Document) in a fillable PDF file, which is exported by Contractor to Excel format. Urgent Care, Intake forms, Progress Reports, and</p>	\$9,000

	<p>Discharge forms have also been converted into PDF fillable forms. These improved forms have expedited data entry and analysis. Providers can now submit data in digital form, saving time and reducing human error. These forms are regularly revised between NPGAP staff and Contractor to ensure that data elements are relevant to fully characterize the gambling population in the State of Nebraska.</p> <p>Hourly rate: \$125 (72 hours)</p>	
	<p>Indicate Job Title 2: N/A</p>	<p>\$0</p>

An annual "not to exceed" total cost for the contract year July 1, 2023-June 30, 2024.

Annual total: \$77,750

Form A

Bidder Proposal Point of Contact

Request for Proposal Number NPGAP2023.1 03

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:	Juan-Paulo Ramirez, d/b/a GIS and Human Dimensions, LLC
Bidder Address:	3911 Saitnt Marys Ave. Lincoln, Nebraska, 68502-5468
Contact Person & Title:	Juan-Paulo Ramirez, Independent Consultant
E-mail Address:	jprmmaps@gmail.com
Telephone Number (Office):	402-217-3872
Telephone Number (Cellular):	402-217-3872
Fax Number:	N/A

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:	Juan-Paulo Ramirez, d/b/a GIS and Human Dimensions, LLC
Bidder Address:	3911 Saitnt Marys Ave. Lincoln, Nebraska, 68502-5468
Contact Person & Title:	Juan-Paulo Ramirez, Independent Consultant
E-mail Address:	jprmmaps@gmail.com
Telephone Number (Office):	402-217-3872
Telephone Number (Cellular):	402-217-3872
Fax Number:	N/A


REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

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.

_____ 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:	Juan-Paulo Ramirez, d/b/a GIS and Human Dimensions, LLC
COMPLETE ADDRESS:	3911 Saint Marys Ave. Lincoln, Nebraska, 68502-5468
TELEPHONE NUMBER:	402-217-3872
FAX NUMBER:	N/A
DATE:	5/9/2023

SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Juan-Paulo Ramirez, Independent Consultant