



Nebraska Game and Park Commission (NGPC) Communications and Outreach Strategy

RFP#: RFP 6862 Z1, Heart+Mind Strategies LLC



Proposal Prepared for:
Nebraska Game and Park Commission
Date: March 2024

Heart+Mind Strategies
12110 Sunset Hills Rd, 6th Floor
Reston, VA 20190

Bruce Blakeman, Senior Vice President
bblakeman@heartandmindstrategies.com
703 994-5422

March 12, 2024

Dear Sirs:

Heart+Mind Strategies is pleased to submit this proposal to conduct brand positioning and segmentation research for the Nebraska Game and Parks Commission. We have extensive experience in travel research, brand positioning, and segmentation research. Our work has earned us the American Research Foundation's David Ogilvy Award 11 times for the best use of creative research in an advertising campaign. No other research firm in the country has won this prestigious award more times than we have.

As mentioned above, we have extensive travel, tourism, and destination research, coupled with wide-ranging brand positioning experience. We recently won our eleventh Ogilvy Award for our travel destination brand positioning work for the City of Boston. Our work uncovered key aspects of Boston's appeal as a destination as well as the negative perceptions travelers held about the city. The brand positioning strategy we developed from our research addressed a key negative perception. The campaign that was developed from our research is called "All Inclusive", which promotes Boston's diverse travel and hospitality sector. The city of Boston is currently using this brand positioning in their destination advertising.

Another long-time travel destination client of ours is the Las Vegas Convention and Visitors Authority. We have partnered with them for more than a decade to better understand travelers and promote the destination more effectively. Our work includes a range of strategic initiatives from segmentation research and visitor profile studies to using research to design, evaluate, and track advertisements including the iconic "*What Happens Here, Stays Here*" campaign that we helped develop.

We know travel and we know segmentation and we know brand positioning.

How do we approach this type of assignment? Heart+Mind Strategies specializes in unpacking the rational and emotional components of decision making. This empowers our clients to persuade by reason and motivate through emotion. We have applied our branding framework to many clients in the travel and leisure space. In the following pages we share a detailed look at the task at hand. We are proud to offer recommendations based on our past travel and tourism research engagements we have successfully delivered to other clients. Our research design includes an initial phase to frame a foundation of existing knowledge about the market and solidify NGPC objectives. This framing phase allows us to advance our knowledge more effectively into the quantitative research and segmentation analysis and concept testing that follow. This is all accomplished by advanced analytical analysis and modeling. We don't just deliver numbers, but strategic solutions based on solid research.

Our experience reveals that the best results are achieved through collaboration. We are pleased to see in the RFP that the NGPC wants to regularly connect, align, and define success at key junctures of design, analysis, and socialization of findings. This is standard practice for us.

We look forward to working with your team on this important and interesting program.

Respectfully,

Bruce W. Blakeman
Senior Vice President

Background

Nebraskans have a deep-rooted passion for the outdoors. They value their outdoor environment and park areas because outdoor spaces sustain a better quality of life for all. Nebraska offers a range of outdoor experiences and has something to offer everyone – young and old. The state is dedicated to offering opportunities for every citizen to enjoy Nebraska’s outdoors.

While the management of Nebraska’s outdoors is a coalition of state and federal entities, the Nebraska Game and Park Commission (NGPC) is responsible for management and stewardship of Nebraska’s fisheries, wildlife, and parkland resources. Customers include beginning and avid hunters, anglers, boaters, campers, park guests, and people who are just starting with outdoor pursuits or may have growing interests in outdoor recreation and conservation. Known growing audiences identified in other research include trail users, floaters/kayakers, wildlife watchers, shooting sport participants and park day visitors.

NGPC wants to grow Nebraskans participation in outdoor activities and establish its brand as the premier player in Nebraska outdoor activities. NGPC is being forward-looking in utilizing research with its customers and potential customers to reach its goals.

Research Purpose

The Nebraska Game and Parks Commission (NGPC) is searching for a partner for marketing research, analysis, and recommendations to guide or refine its communication strategy to both build its brand image and market its offerings to Nebraskans. The research findings and analysis will be used to better define audience segments (both customers and prospects) and to guide strategic and tactical decision making in marketing planning, message creation, and media planning.

Both broad communication and targeted cost-effective marketing are essential to achieve:

- Interest, enthusiasm, and ongoing active participation in outdoor recreation from a wide-ranging spectrum of Nebraskans
- Awareness and visitation by resident and non-resident hunters, anglers, park goers, and diverse outdoor enthusiasts
- Awareness and funding from state government policymakers
- Brand relevance including public awareness and support of the benefits of outdoor recreation

Corporate Overview

Bidder Identification Information

Heart+Mind Strategies LLC

Address:

12110 Sunset Hills Rd, 6th Floor
Reston, VA 20190

Heart+Mind Strategies is a Limited Liability Company organized as a partnership in Virginia.

Heart+Mind Strategies LLC started business in 2008.

The company changed its name on August 24, 2012 from “Heart & Mind Strategies LLC” to “Heart+Mind Strategies LLC”.

Financial Statements

Items to substantiate the stability of our organization are:

- Organized in 2008
- Average number of clients over the last 5 years is 58
 - YTD through February 2024 is 19 clients
- 80% of our top 10 clients each year over the last 5 years are repeat customers
- Average sales for the last 5 years is \$11.7M per year
 - YTD through February 2024 sales are \$2.4M
- The average number of employees over the last 5 years is 45
- Our clients include the following:

AAA	Intermountain Healthcare	Paper and Packaging Association
AARP	Johnson & Johnson	The Nature Conservancy
American Transportation Association	MGM Resorts	U.S. Department of Energy
AMGEN	Medtronics	U.S. Department of Transportation
Duluth Trading	Microsoft	U.S. Travel Association
Freddie Mac	M&T Bank	Western Governors Association
Google	National Cybersecurity Alliance	Whirlpool
Imagine Nashville	National Highway Transportation Safety Administration	

- Our area of expertise is survey research and its application to business strategy and communications strategy for a variety of public, private, and nonprofit clients. Our staff are trained in many different disciplines including statistics, research methodology, communications strategy, brand strategy, interviewing, finance, computer coding, software development, AI applications, and many other areas.
- **Banking Reference:** Our relationship manager at Atlantic Union Bank is Theodore Lauer. His contact information is ted.lauer@AtlanticUnionBank.com or 703-304-0651 (mobile). His title is C&I Relationship Manager

- There are no existing judgements, pending or expected litigation, nor are we aware of any potential financial reversals which might materially affect the viability or stability of the organization.

Change of Ownership

There are no plans to change the ownership of the company over the next 12 months.

Office Location

The office location responsible for this project is our headquarters:

12110 Sunset Hills Rd
6th Floor
Reston, VA 20190

Relationships With the State

No such contracts exist.

Bidder's Employee Relationships With the State

No such relationship exists.

Contract Performance

- Heart+Mind Strategies LLC has had no contract terminations for default in the past five years.
- Heart+Mind Strategies LLC has had no contract terminated for convenience, non-performance, non-allocation of funds, or any other reason in the past five years.

Summary of Bidder's Corporate Experience

Since 2008, Heart+Mind Strategies has been specializing in survey research that unpacks the rational and emotional components of human decision making. This empowers our clients to persuade by reason and motivate through emotion.

We provide research-driven strategies for our clients to direct them to achieve their strategic goals. We have worked with both federal and state government agencies, large and small companies, corporations and NGOs, universities and public policy organizations, and philanthropic and non-profits.

Our experience in working with government entities including Freddie Mac, U.S. Department of Energy, U.S. Department of Transportation, Northern Virginia Transportation Authority, National Highway Transportation Safety Administration, to name a few.

Our research driven strategies are guided by our strategic framework for the understanding of human decision-making that has produced award-winning work and exceptional results for our customers. We are an 11-time winner of the American Research Foundation's David Ogilvy Award. The ARF David Ogilvy Award is the premier award program that honors research- and insights-driven advertising. These awards recognize and celebrate forward-thinking belief in the importance of research behind effective communications and advertising. The award recognizes the best use of research in developing communications campaigns.

Leader in Understanding How Values
Influence Decision Making



11 Time Winners

Our strategic research and communications strategy work is the foundation for such iconic advertising campaigns as Plastics Makes it Possible (American Plastics Council), Inclusive Boston (City of Boston), and What happens here stays here (Los Vegas Convention and Visitors Authority) - all Ogilvy award winners.

We have also done extensive work in the travel and destination space. One of our longest client relationships is with the Las Vegas Convention and Visitors Authority. We have partnered with them for more than a decade to better understand travelers and promote the destination more effectively. This

includes strategic initiatives such as segmentation research and visitor profile studies to use research to design, evaluate and track advertisements including the iconic "*What Happens Here, Stays Here*" campaign.

We know the travel and destination space; we know segmentation; and we know how to apply our research to create effective brand positioning to grow your market.

Other clients that we have conducted travel and/or customer segmentation research projects include:

- Allegiant Air
- Amtrak
- Bargain Hunt Stores
- Bermuda Tourism Bureau
- Bridgestone Tires
- City of Boston
- Envision Utah
- Kum&Go
- MGM National Harbor
- Orlando Economic Partnership
- State Policy Network
- U.S. Travel Association

Corporate Experience Case Studies

CORPORATE EXPERIENCE CASE STUDY #1

Allegiant Air

Identifying a brand strategy to increase traction with core customers.

Heart+Mind Strategies was the prime contractor on this segmentation and brand strategy research program. There were several research projects in this assignment. The projects were completed within the timeframe in the project proposals and the final price was what was quoted in the project proposals. Price details cannot be provided because of client confidentiality.

The engagement with Allegiant spanned over several projects. The timespans for each phase of the research program ranged from 3 months for one, 6 months for another, and two smaller projects that were 2 months each.

THE CHALLENGE

As Allegiant Air looked to grow its low-cost air travel business, the brand needed to deeply understand the needs of their customer base and how they could fulfill the desires of their prospects. Ultimately, they needed a robust audience segmentation to guide strategic planning.

OUR STRATEGY

Our initial step was to understand existing knowledge of Allegiant's core customers and prime prospects for growth. We analyzed customer data, defined hypotheses, and scanned industry trends.

We created an audience segmentation scheme of large-scale quantitative research and multivariate analyses. From this, our team profiled the high priority segments into actionable personas based upon needs, desires, motivations, and travel behavior.

Ultimately, we created a brand strategy against two priority personas/segments for messaging, channel outreach, and marketing tactics.

IMPACT

Allegiant deployed a new, customer-centric brand strategy focused on two priority target audiences that has informed advertising, marketing tactics, and product innovation. Its agency applied the strategy through a new ad campaign, "Together we can...", that focuses on helping people do more with their travel through Allegiant. Our segment-driven brand strategy has provided Allegiant with a discipline in audience outreach that gives a competitive advantage in a crowded low-cost air travel market.

References:

Kim Downing
kim.downing@allegiantair.com,
Director of Marketing Communications

CORPORATE EXPERIENCE CASE STUDY #2

City of Boston

Revitalizing tourism research program and brand positioning after the COVID pandemic induced downturn.

Heart+Mind Strategies was the prime contractor on this segmentation and brand positioning research program. The project was completed within the timeframe described in the project proposal and the final price was what was quoted in the project proposal. Details on price cannot be provided because of client confidentiality. The total timespan to complete our research was eight (8) weeks.

THE CHALLENGE

The COVID-19 pandemic created a downturn in tourism for destinations across the country, including Boston. With an eye toward improving conditions in the months to come, the **City of Boston** wanted to create a campaign that would revitalize the City's tourism while doing so in an equitable way for all neighborhoods and residents.

OUR STRATEGY

In partnership with Proverb, Heart+Mind Strategies conducted a rapid, multi-phase research approach to explore the attitudes of travelers, top-of-mind perceptions and associations with Boston, awareness and interest with the cross-cultural vertical offerings available in the destination, and the rational and emotional benefits of visiting Boston. A key insight to the research was that the campaign needed to combat some negative stereotypes of Boston and evolve Boston's brand to better reflect the diversity and inclusivity that so many residents have strived for.

IMPACT

This research helped the city and agency understand the current travel landscape and how best to attract visitors to all parts of Boston. Ultimately, we produced a communications architecture with three supporting pillars for attracting different types of visitors. The 'All Inclusive' campaign has since received tremendously positive feedback and continues to be highlighted in the city and beyond.

DAVID OGILVY AWARD winning campaign

Reference:

Daren Bascome
Founder and Managing Director
daren@proverbagency.com
617-266-0965

Bermuda Tourism Authority

Differentiating an island destination from the competition.

Heart+Mind Strategies was the prime contractor on this segmentation and brand strategy research program. The project was completed within the timeframe in the project proposal and the final price was what was quoted in the project proposal. Details on price cannot be provided because of client confidentiality. The research project took 12 weeks to complete.

THE CHALLENGE

In a travel landscape where many island destinations are vying for the attention and visitation of U.S., Canadian, and UK travelers, Bermuda sought to understand how it could best differentiate from the competition and do so in an authentic way that resonates for both travelers and local Bermudians alike.

OUR STRATEGY

Heart+Mind Strategies conducted a multi-phase research approach. Through a qualitative phase, we were able to identify important equities that travelers value for Bermuda, and then tested combinations of those equities in a perceptual mapping exercise to see how Bermuda could distance itself from the competition (perceptually) in a compelling way. We then validated the learnings through a quantitative phase, testing our hypotheses among travelers from each of the 3 countries mentioned earlier and among Bermudians to make sure that the new positioning would resonate with locals.

IMPACT

The result was a new brand positioning that is leading toward the launch of a new campaign for Bermuda. Furthermore, the Bermuda Tourism Authority is able to move forward confidently because they understand the perceptions of their fellow Bermudians and the role they want to play to support tourism for their island.

Reference:

Daren Bascome
Founder and Managing Director
daren@proverbagency.com
617-266-0965

About Heart+Mind

Founded in 2008, Heart+Mind Strategies is a small business headquartered in Reston, Virginia that offers strategic market research and consulting services. Heart+Mind specializes in identifying the rational and emotional components of decision-making to persuade with reason and motivate through emotion. A one-stop consultancy, Heart+Mind Strategies is a team of researchers and strategic planners that work to take clients from insights through strategy to activation, as researchers uncover the meaning behind consumer choice, and strategists translate those insights into ideas and frameworks to distinguish, resonate, and ultimately provide meaning within the human system. Heart+Mind's work has been nationally recognized in guiding some of the most iconic consumer-focused and behavior-change campaigns including *Got milk?* and *What Happens Here Stays Here* (Las Vegas) and the company is an 11-time recipient of the David Ogilvy Award.

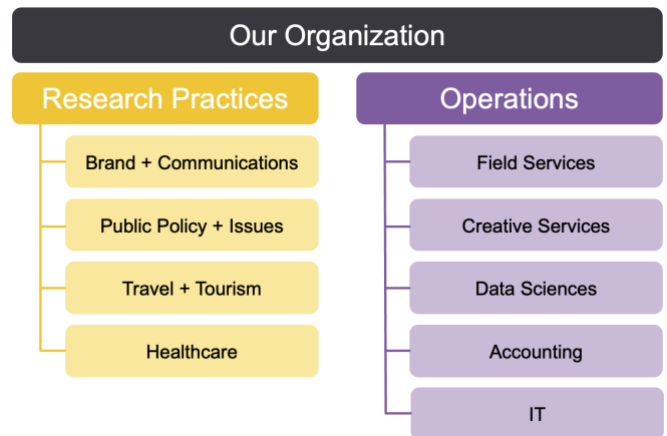


ABOUT US

We are an international strategic consulting firm, specializing in understanding how humans make choices and helping you affect decision making.



Heart+Mind has over 40 employees and consists of four research practices and internal operations. Cross teaming is commonly used, and research practices often work together to offer the right match of services and subject matter experts to the needs of our clients. We have extensive experience building successful branding strategies and communications campaigns and have worked closely with our clients to provide data-driven insights to shape hundreds of brands and communications campaigns across a wide spectrum of enterprises and industries with a variety of audiences, many with the world's leading organizations and corporations.



Proposed Personnel / Management Approach

MIKE DABADIE | Co-CEO, Founding Partner

Proposed Role: Co-Account Executive

Mike will serve as a liaison between the research team and NGPC, ensuring effective communication of objectives and insights. Additionally, Mike will coordinate stakeholder meetings and feedback sessions, fostering collaboration and ensuring that the project remains aligned with NGPC's strategic goals.

Bio

Mike Dabadie has spent the past two decades using the disciplines of market research, brand strategy, reputation management, communications, and marketing to help clients meet their objectives. He is the Co-CEO and Managing Partner of Heart+Mind Strategies, a Washington, D.C. full-service strategic research consultancy that he co-founded on the vision of restoring the principles of Reagan pollster Dick Wirthlin coupled with advancing values-based research methods. Before founding Heart+Mind Strategies, Mike spent more than a decade with WirthlinWorldwide, was the CMO at Community Coffee Company, and ran the Brand Strategy group at Harris Interactive as its President.

Mike's team leads all work with the Las Vegas Convention and Visitors Authority (LVCVA) and R&R Partners, securing a David Ogilvy Award from the Advertising Research Foundation in recognition for Las Vegas' successful brand positioning through the "What Happens Here, Stays Here" campaigns. Along with R&R Partners, he is the co-creator of the Las Vegas IQ, a proprietary tool that optimizes the brand experience of Las Vegas as a destination.

Brands that Mike has helped to position and reposition include AARP, the American Red Cross, Community Coffee, Flavia, Paychex, Visa, Zyrtec, and the Catholic Church, and he has served as pollster to Senator Sam Brownback, Congressman Paul Ryan, and former Australian Prime Minister John Howard. An emerging trend is the use of online communities as a research platform and co-creation as a methodology. Mike leads Heart+Mind Strategies' work in these fast-growing areas, launching the first and only online community of U.S. social science trend spotters.

References

Kevin Keller
CEO
CFP Board
kkeller@cfpboard.org
(202) 203-9000

Kevin Bagger
VP of Insights and Research
LVCVA
kbagger@lvcva.com
(702) 249-2488

Sarah Showalter
Insights Manager
National Pork Board
sshowalter@pork.org
(612) 462-2962

BRUCE BLAKEMAN | Senior Vice President

Proposed Role: Co-Account Executive

Bruce will serve as a vital link between the research team and NGPC, ensuring clear communication of objectives and findings, providing ongoing support to ensure alignment with NGPC's goals throughout the activation and synthesis phase.

Bio

For the past 30 years, Bruce has been partnering with corporate, government, and organizational leaders to meet their strategic goals. Bruce began his research career in the 1990's by heading Wirthlin Worldwide's political and public affairs team. He provided consulting services and survey research for hundreds of political campaigns at all levels of government, in addition to trade associations, corporations, and public policy advocacy groups. Prior to this, he managed political campaigns and survey research programs in the U.S. and Australia.

He served as a Deputy Assistant Secretary in the U.S. Department of Commerce, heading the department's export support services. He also served in the U.S. Embassy in Beijing, China assisting American businesses in the country and negotiating with Chinese government officials on trade and market access issues.

Bruce was also a Vice President of Corporate Affairs, Asia-Pacific, for Cargill. Prior to joining Heart+Mind Strategies, he was the Chief Operating Officer of the Wilson Center, a Washington, D.C. think-tank and research center focusing on foreign policy.

Since joining Heart+Mind Strategies, Bruce led a research program for one of the most extensive research projects exploring electrical vehicle driver usage and travel, EV charging stations, and corporate investment in EV charging stations.

Relevant Education

- Bachelor of General Studies, University of Michigan, Ann Arbor, MI
- Research Certificate of Applied Research, Burke Institute, Cincinnati, OH

Work History

- Senior Vice President, 2022 to present | Heart+Mind Strategies, 12110 Sunset Hills Rd, 6th Floor, Reston, Virginia 20190
- Chief Operating Officer, 2019 to 2021 | Wilson Center for International Scholars, 1300 Pennsylvania Avenue, NW, Washington, D.C. 20004
- Vice President, 2006 to 2019 | Cargill, Inc, P.O. Box 9300, Minneapolis, MN 55440
- Deputy Assistance Secretary, 2001 to 2005 | U.S. Department of Commerce, 1401 Constitution Avenue, NW, Washington, DC 20230
- Senior Vice President, 1993 to 2001 | Wirthlin Worldwide, 1361 Beverly Rd, McLean, VA 22101
- National Political Director, 1991 to 1993 | Liberal Party of Australia, Canberra, Australia
- Regional Political Director, 1989 to 1991 | National Republican Congressional Committee, 320 First St, SE, Washington, DC 20003

References:

David Kensinger
President
Kensinger and Associates
dkensinger@kensingerandassociates.com
(785) 220-6125

Beau Philips
President
Reset Public Affairs
beau@resetpa.com
(202) 368-9033

Jorge Becerra Illingworth
Process, Data, & Technology Leader
Cargill, Inc
jorge_becerra@cargill.com
(952) 457-8092

TYLER BALLARD | Solutions Associate

Proposed Role: Project Manager

Tyler will be the point of contact throughout the project, leading the design, execution, analysis, and reporting of insights across phases while ensuring that all deadlines are met and that deliverables exceed expectations.

Bio

As a member of Heart+Mind, Tyler brings over half a decade of experience working with for and partnering with government organizations from the local, state, and national level to understand constituent perceptions of organizations and bureaucratic processes through in-depth interviews, multi-variate analyses, data processing and predictive modeling. Tyler specializes in delivering data-driven insights to help inform, evaluate, and refine communications strategies through thorough management of the development, execution, and presentation of research engagements.

Tyler leads projects within Heart+Mind's public policy and issues team, having helped brands and non-profits to position and reposition through messaging and market positioning. Such brands include AARP, State Policy Network, EdChoice, National Highway Traffic Safety Administration, American Chemistry Council, Imagine Nashville, National Christian Foundation, and he has previously served as Chief of Staff to 2024 presidential hopeful Jesus Torres of Virginia.

Relevant Education

- Brown University, Providence, RI, Master of Arts, 2021
- Castleton University, Castleton, VT, Bachelor of Arts, 2020

Work History

- Solutions Associate, 2024 to present | Heart+Mind Strategies, 12110 Sunset Hills Rd, 6th Floor, Reston, Virginia 20190
- Solutions Assistant, 2021 to 2023 | Heart+Mind Strategies, 12110 Sunset Hills Rd, 6th Floor, Reston, Virginia 20190
- Graduate Research Fellow, 2020 to 2021 | Brown University, 69 Brown Street, Providence, Rhode Island 02912
- Enumerator, 2020 | US Census Bureau NE Division, 32 Old Slip, 9th Floor, New York, NY 10005
- Research Intern, 2018 to 2020 | Social and Opinion Research Lab at Castleton University, 62 Alumni Drive, Castleton, VT 05735

References

Rich Clark
PhD; Professor
Vermont State University
rich.clark@vermontstate.edu
(802) 468-1306

Andre Fleche
PhD; Professor
Vermont State University
andre.fleche@vermontstate.edu
(802) 468-6069

John Klar
JD
farmerjohnklar@gmail.com
(802) 276-5160

KATIE HUNT | Strategist

Proposed Role: Strategist

Katie's role will be to lead the development of positioning and communications strategies that connect NGPC with its core audience groups through activation of market segment targeting.

Bio

Katie Plocheck Hunt is a Strategist who specializes in addressing a variety of client's challenges by creating thoughtful marketing, branding and organizational strategies and thought leadership.

Katie's career has focused on deep, ethnographic understandings of people, and how human behaviors are driven by cultural forces and by both individual and shared values and beliefs. Katie has deployed her expertise on numerous engagements. Some examples: she helped to shape the organizational culture of Boeing and equipped AARP with strategies for how to mitigate the culture of victim-blaming that tends to surround victims of crime. Her client roster includes the Gates Foundation, HealthTrust, Google, Allegiant Airlines, and Johnson & Johnson.

With over fifteen years of branding and marketing experience, from advertising agencies and non-profits to academia, Katie began her career as a brand planner at GSD&M in Austin, Texas, where she worked on foundational branding for Wal-Mart and developed in-dealer experiences and car launch strategies for BMW. From there, Katie worked at Mullen Advertising in Boston working on Match.com and several new business endeavors.

In addition to her work experience, Katie holds a Master's degree in Social Anthropology from Brandeis University where she focused on identity and honed her ability to not only see complex narratives at play, but to understand how those "stories" can help solve branding problems. Today, she is passionate about focusing on human needs in the business landscape, and weaving together all the dynamic systems at play in our world to understand client objectives.

References

Kristi Diaz
kdiaz5000@gmail.com

Diane Laner
dianelaner426@gmail.com

Whitney Donaldson
whitneydonaldson15@gmail.com

CARLOS ELORDI | Chief Data Scientist

Proposed Role: Advanced Analytics

Carlos will serve as our data scientist and will design and analyze the customer segmentation model and Max-Diff scaling model to be used in our quantitative phases. Carlos will provide insightful solutions that provide a workable mechanism for targeted messaging.

Bio

With more than 20 years of experience, Carlos manages a range of data-driven functions for Heart+Mind Strategies including overseeing quantitative data management, creating data strategy, and improving data quality.

Carlos consults with our Senior Consultant led Practices, Engagement Delivery Group, and Research Operations to extract the most valuable and relevant insights from data, leveraging a wide range of analytics and business intelligence sources. In this role, Carlos helps find data driven solutions to meet client needs.

Carlos is always assessing new methods, emerging trends in analytics, and data analysis tools/platforms. Carlos is a former Ford Foundation Fellow and winner of the Lewis Prize Award for Survey Research. He has been involved in award winning projects for UBS, Chili's, the association of Milk producers, and for the Las Vegas Convention & Visitors Authority (LVCVA). Carlos is a lifetime member of the World Association of Public Opinion Research (WAPOR).

Relevant Education

- Ph.D. in Political Science (with concentrations in applied statistics and research methods.) The University of Connecticut, Storrs, Connecticut.
- M.A. in Public Opinion and Survey Research Methods, The University of Connecticut, Storrs, Connecticut.
- B.A. in Political Science, Universidad del Salvador, Buenos Aires, Argentina.

Work History

- Chief Data Scientist, 2021-Present | Heart+Mind Strategies, 12110 Sunset Hills Rd, 6th Floor, Reston, Virginia 20190
- Director, Advanced Analytics Department, 2011-2021 | Heart+Mind Strategies, 12110 Sunset Hills Rd, 6th Floor, Reston, Virginia 20190 12
- Senior Statistician, Data Science Department, 2004-2011 | Harris Interactive, 612 Storrs Road, Storrs, Connecticut 06250
- Statistician, 2000-2004 | Wirthlin Worldwide, 612 Storrs Road, Storrs, Connecticut 06250 (with a one-year post in London, England.)

References

Geoffrey Lysaught
Chief Marketing Officer
Bargain Hunt
glyslaught@bargainhunt.com
(323) 775-7999

Catalina Dinu
Senior Market Research Manager
Corporate Communications and
Marketing
(703) 953-4586

Todd Gillins
VP of Research
R&R Partners
todd.gillins@rrpartners.com
(702) 228-0222

MARJIE SANDS | Group Director, Insights Services + Partners

Proposed Role: Field Services Management

Marjie will engage with proposed subcontractors and oversee their performance and delivery of timely deliverables, such that the research remains on schedule and maximizes the Heart+Mind standard of quality of data being delivered.

Bio

Marjie brings over 25 years of experience in marketing research and consulting. She has an understanding of both qualitative and quantitative methodologies and has conducted projects both domestically and internationally. Marjie's primary focus has been Values based research, utilizing the Means End Theory to better understand Consumer Decision Making. She has the expertise of taking clients full circle in the research process including guide/survey design, moderation, analysis, strategic development and tactical recommendations.

Marjie has experience in both consumer and business to business categories including Automotive, Consumer Products, Finance, Manufacturing, Non-Profit Organizations, Retail, and Shipping Services.

Prior to joining Heart+Mind Strategies, Marjie worked as a Director of Qualitative Research for Nielsen (formally Harris Interactive and Wirthlin Worldwide) as well as in the marketing departments for The Goodyear Tire and Rubber Co, Frito-Lay, and The Ford Motor Company. Marjie has an MBA from the University of Texas at Dallas and a BS in Public Relations from the University of Florida.

References

Chris Biviano
Vice President of Client Solutions
Outsized Insights
chris.biviano@outsizedinsights.com

Anthony Bean
Senior Director of Client
Development
Veridata
abean@veridatainsights.com

Scott Smith
Senior Data Specialist
The Analytical Group
scott.smith@analyticalgroup.com

JIM INNOCENZI | President and Founding Partner, Sandler-Innocenzi

Proposed Role: Marketing Creative and Media Planning Consultant

Jim will devise tailored media buying and marketing strategies for the NGPC, aligning them with organizational objectives and audience preferences based on the core messaging which resonates with identified audience segments.

Bio

Jim Innocenzi is the president and founding partner of Sandler-Innocenzi, a recognized leading firm in strategic communications and political advertising for the last 40 years. As a veteran media consultant Jim has been recognized as an award-winning pioneer in advertising leading both creative message development and media buying for his clients.

He has been the creative force behind dozens of high-profile campaigns, combining distinctive advertising and results oriented, targeted messaging to move the hearts and minds.

Education

- B.A. in Broadcast Journalism from the Ohio State University

Work Experience

- President and Founding Partner of Sandler-Innocenzi (1983-present)
 - Instrumental in Nebraska statewide media campaigns, such as:
 - Kay Orr of Nebraska, the first female governor in Nebraska.
 - Dave Heineman, longest serving Nebraska governor.
 - Lead the firm's creative direction and strategy for political, issue advocacy and candidate advertising campaigns across the country at various levels of government, from national campaigns for President, United States Senate, United States House of Representatives, and Governor.
 - Developed and executed media plans, budgets, and schedules for campaigns of all levels from local and state-wide to national campaigns.
 - Lead the firm's operations, budget, and professional staff.
 - Jim has led his team in providing strategic council, creative advertising and targeted media buys for their clients.
- Advertising Consultant for various national organizations (1980-2022)
 - Created and implemented results-oriented advertising campaigns for various issues and initiatives such as health care, immigration, education, and security.
 - Monitored, evaluated, and adjusted campaign ad performance and impact using metrics and real time testing to in order to provide a successful outcome for a client's communications and advertising strategy.
- Received dozens of national advertising awards for his work on political, candidate, and issue advocacy advertising campaigns from prestigious organizations such as the American Association of Political Consultants (AAPC), the Pollie Awards, the Reed Awards, the Telly Awards, etc.

References

John Maddox
Vice President of Government Affairs
Caesars' Entertainment
jmaddox@caesars.com

Bryan Slone
President
Nebraska Chamber
bslone@nechamber.com

Barry Kennedy
Past President
Nebraska Chamber
bkennedy@nechamber.com

CARA BOXER | Creative Services Director

Proposed Role: Creative Services

Cara will play a role in developing graphical communications tools that effectively characterize the customers within the segments identified in the research.

Bio

Cara has worked in the market research industry for more than 20 years. Now the director of SparkRoom, Heart+Mind's Creative Services department, her main responsibilities include directing and managing the workflow of all creative work in the company. In addition to directing traffic, she is also a content creator – everything from data visualization, to social media marketing, to website design.

Cara's position requires both the left and right side of her brain in order to translate research data into visually beautiful and easy to understand graphics. She leverages her experience with project management and data analysis along with her artistic vision and expertise in multiple software platforms to create a variety of high-quality client deliverables.

Cara has performed data visualization work for the American Gaming Association, the City of Boston, Tennessee Valley Authority, AARP, CFP Board, Google, LVCVA, and others.

Before joining Heart+Mind Strategies, Cara worked as a Research Associate for Harris Interactive. While there she worked as a client deliverables specialist, preparing reports and designing presentations for many clients across industries such as fuel and energy, environmental, health and beauty, non-profits, and government.

Cara began her career at Wirthlin Worldwide, where she managed the company's twice monthly national telephone omnibus, the National Quorum. She headed this national survey for several years, serving a vast array of clients, both domestic and international, corporate and political. In addition to managing the National Quorum, Cara was responsible for managing multiple quantitative and qualitative research projects for clients such as The Steel Alliance, Covering Kids Campaign, Franklin-Covey, and others.

Cara earned her B.S. degree in Sociology Research and Data Analysis at Brigham Young University.

References

Ceri Comins
Independent Photographer,
Graphic Artist
801-722-8380
ceriallsop@gmail.com

Beth Forbes
Former Founder, Employee
Engagement Officer
Heart+Mind Strategies
703-587-8856
Bethforbes919@outlook.com

Jill Reynolds
Research Analyst
LVCVA
702-892-2805
jreynolds@lvcva.com

Subcontractors

Omaha Market Research, 2626 N. 165th St., Omaha, NE 68116

Specific Tasks: Supply respondent sample utilizing Nebraska resident database

Expected Hours Burden (as % of total): 10%

Focus Forward and FF Transcription, 950 West Valley Road, Suite 2700, Wayne, PA 19087

Specific Tasks: Supply respondent sample utilizing Nebraska resident database

Expected Hours Burden (as % of total): <1%

The Analytical Group, 15300 N. 90th St., Ste 500, Scottsdale, AZ 85260

Specific Tasks: Supply data processing services, including comprehensive crosstabulations formatted within SPSS and Excel tables

Expected Hours Burden (as % of total): 10%

Outsized Insights, 145 S. Glenoaks Blvd, Suite 5A, Burbank, CA 91502

Specific Tasks: Supply respondent sample utilizing Nebraska resident database

Expected Hours Burden (as % of total): 10%

Jim Innocenzi, Sandler-Innocenzi, 705 Prince St., Alexandria, VA 22314

Jim Innocenzi is an award-winning media buyer and media creative director. Mr. Innocenzi has extensive experience planning and buying media in Nebraska along with the creative development of marketing advertising outreach programs.

Specific Tasks: Development of marketing and media strategy. Execution of media buy plans. Consulting on advertising creative and graphics.

Expected Hours Burden (as % of total): 5%

TOTAL SUBCONTRACT HOURS (As % of Total): 35%

Research Goals

Brand Awareness and Positioning Strategy

NGPC wishes to quantify the overall awareness and impressions of its brand; identify what makes the brand unique and relevant to customers, and what would make the NGPC brand more relevant to growth audiences and prospects.

We will identify the following among Customers/Users and Potential Customers/Users and provide a cross tabulation by market segments utilizing quantitative research tools:

- Consumer impression and perceptions of the NGPC brand.
 - Unaided awareness
 - Aided awareness
 - Favorability rating
 - Impressions of the brand
 - Brand Attributes
- Impression or perception of the NGPC brand and outdoor recreation in Nebraska versus other direct competition for time and activities.
 - What are customers' and potential customers' association with NGPC?
 - Is NGPC viewed as a steward of outdoor recreation?
 - What would customers like NGPC to be doing to make outdoor activities more appealing and accessible?
- Strengths and weaknesses of direct competition for time – Identify how other activities or hobbies compare to or outperform parks, fishing, hunting, etc. for interest, time and brand loyalty.
 - What are target customers' current leisure activities?
 - What would factors go into making decisions to engage in outdoor activities?
 - What are the gaps?
 - What holds people back for not choosing an outdoor activity?
 - What are the audiences' current outdoor activities?
 - Why do they engage in their current outdoor activities?
 - What outdoor activities would they like to engage in if more convenient/opportunities were provided?
- Percent of market share compared to total Industry: Recreational time and specifically outdoor recreational time.
- What makes other brands relevant and identify key attributes that can further increase NGPC brand recall and relevancy.
 - What is the competitive brand set?
 - What are the key attributes of other brands?
 - What are the key attributes of NGPC's brand?

Media Consumption

Through our research we will identify which media types, channels, and outlets provide the most appropriate and effective opportunities to reach core audiences and potential growth markets.

We will identify media preferences among Customers/Users and Potential Customers/Users and provide a cross tabulation by market segments. In addition, analyze the survey data file by segment to identify preferred media channels and outlets.

We will also be able to summarize media consumption trends of target audiences and segments including social media channels, search, blogs, podcasts, apps, email, streaming services, TV, outdoor, and print.

We will assess how customers and potential customers (by segment) seek information related to making decisions regarding recreation and free time.

Concept Testing

We will employ a couple different research techniques to identify and assess key messages and creative concepts to measure how effective each message or concept is with NGPC's customers/core audiences and prospective customers/growth audiences. We will identify, assess, and rank messages and concepts that can be used for the creation of marketing or communications concepts to grow or retain participation in outdoor recreation and increase brand relevance.

Each research and analytical tool brought to bear on this study will identify and measure buyer motivations and behaviors by market segments among current customers/core audiences and potential customers/growth audiences. Our concept testing tools will provide a roadmap in developing an understanding of how buyers will respond to specific messages and concepts to motivate people to use NGPC services.

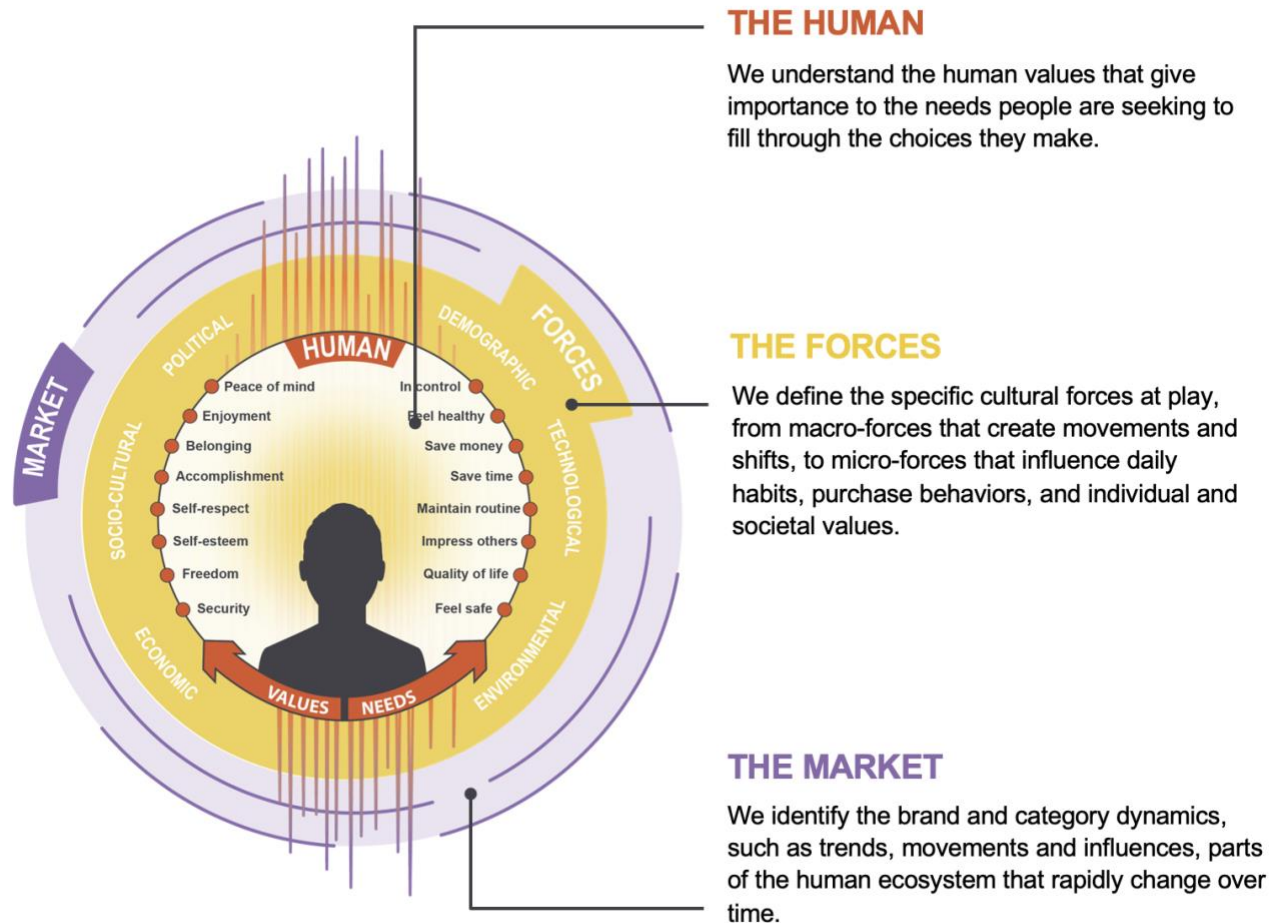
The concepts in the study would include but not be limited to are: Family time, Social/Fun, Physical Health, Mental Health, Challenge/Adventure, Experiential fun, Relaxation, Education, Utility, Convenience, Cost, and others to be determined in consultation with NGPC.

The research program will utilize qualitative research with target audiences to assess and identify key attributes and elements to grow outdoor recreation and increase brand awareness. We propose conducting one-on-one interviews with target audience members to gather this information.

To quantify the appeal and effectiveness of each attribute, concept, and message, we will employ a representative quantitative survey of target audiences. We will also utilize a Discrete Choice Modeling technique called Max-Diff. This analysis will provide clear insight into the most effective messages and concepts at both the statewide level and each segment level. Max-Diff analysis is described below in this document.

Brand Strategy Creation Process

Our approach to brand and communications is grounded in the human. We believe that decisions are driven by human needs and values, influenced by cultural forces and shaped in the context of the broader market, and we consider each of these to be equally important.



Looking at the interconnectedness of the system and understanding the larger context that impacts human decision-making identifies powerful opportunities for brands to weave themselves more meaningfully into people's lives. We do not start from the inside-out, but rather, understand what people really need and desire and back our way into the brand and its assets. When a brand does this well, they can harness their full power and create more meaning and traction in people's lives.

We use this framework to get to core brand positioning, deeply understanding the brand's differentiated and competitive place in your brand's defined market, alongside proof points, brand and product benefits---all mapped back to the human needs that matter most.

From there, we can effectively build out messaging pathways to tell the brand story to key target audiences, mapping the right message or experience at the right time and in the right place to connect to the target audience.

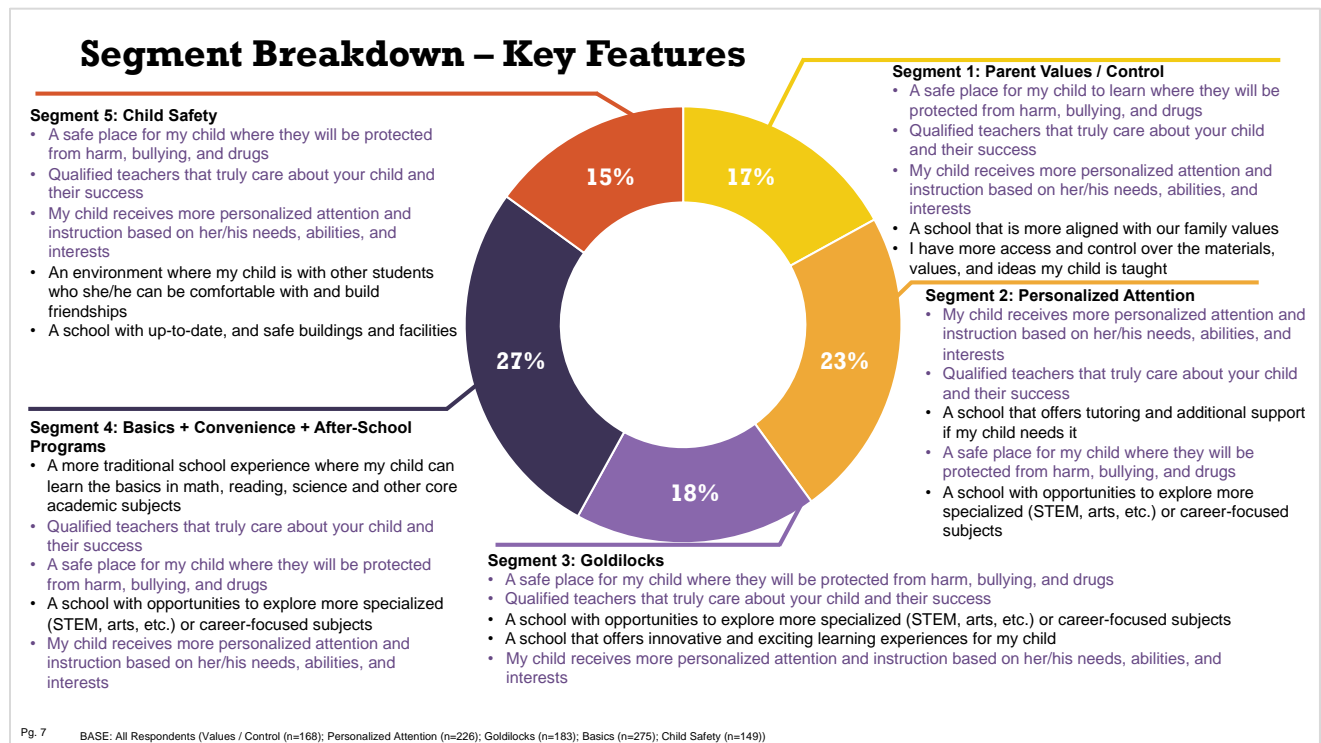
Methodologies

Segmentation Analysis

Segmentation research is the right tool for the NGPC to reach its strategic objectives and Heart+Mind Strategies is the right partner. Heart+Mind Strategies specializes in creating a deeper understanding of the human decision-making process. Our approach is to uncover and identify how the rational and emotional components of decision-making come together to persuade by reason and motivate through emotion. We strengthen your ability to motivate and persuade the hearts + minds of the people that matter most to your success. Segmentation research is one of our specialties and **over the last decade we have supported some of the country’s most iconic brands with segmentation research.**

Segmentation is a means to divide the market into different meaningful groups that share similarities within a group, but show differentiating characteristics when compared to other groups. The difference between a good segmentation and a great segmentation all stems from understanding how it will be applied and then using those priorities to set the right context.

For the purposes of this research, we will use a segmentation approach in order to identify key groups of NGPC customers and potential customers based a series of demographic and psychographic metrics, and then devise messaging strategies based on relative message effectiveness values from the Max-Diff modeling.



We know the travel market and we know segmentation. Our YouTube Channel features a short video highlighting how segmentation research provides a springboard to growth by tailoring communications and focusing on the right experiences to grow the bottom line. [WATCH VIDEO](#)

Our experience with segmentation tells us that to be successful, a segmentation must meet the following criteria...

- **Reliably and accurately represent** the structure in the market (we can confidently classify travelers into a specific segment)
- **Be balanced** in number of segments and size (we do not want to have too many or too few segments, and individual segments must be large enough to be actionable)
- Exhibit **well-defined, unique characteristics** that are shared among people within a segment, but separate them as a group and define them from other segments
- **Make sense on an intuitive level** and fit with beliefs and current understanding of the market
- Segments **need to be actionable** (we need to be able to find them in market, either by demographic profile or using a typing tool and segments need to have a unique psychographic profile so we can tailor messaging to increase relevance and influence behavior)

Max-Diff Concept Assessment

In order to get precise feedback on the appeal of potential concepts and messages, we will utilize a Max-Diff design and analysis. Maximum-Difference Scaling is a preference estimation methodology. It is used to measure the precise relative utility of specific items compared to each other. It is often referred to as “Max-Diff” or “best-worst” scaling.

This analytical process provides additional ability to discriminate between the effectiveness of different messages or concepts. It provides additional guidance in the selection of messages to be utilized for different segments in the communications strategy than just Agree/Disagree or Favor/Oppose question formats.

A Max-Diff study has two elements:

- *A set of comparison questions (concepts) that elicit preferences*
- *A statistical technique for analyzing the results*

Both the task design and statistical analysis use the same underlying consumer choice model as Discrete Choice Modeling (DCM). Max-Diff provides a powerful alternative to traditional scales for measuring importance, product features, desirability, and related concepts. The Max-Diff exercise will be applied at a segment level in addition to the entire survey sample to assess each target audience’s concept and message preferences. The Max-Diff can also be used effectively to create bundles of the most preferred messages (the ones that reach the largest swath of your market).

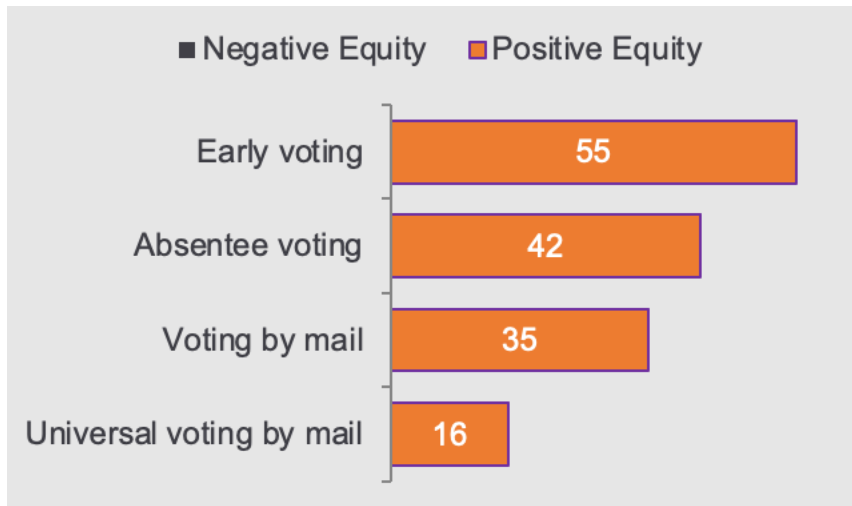
Below is an example of Max-Diff concept testing results. The chart shows the relative score of each concept. This example also demonstrates how we can get specific results by segment against messages and concepts. Communicators and marketers do not need to guess which messages are the most effective and how to target their messages.

KEY ATTRIBUTES TO SELECT A SCHOOL	Non-Hispanic Parents	Hispanic Parents
Qualified teachers that truly care about your child and their success.	10.3	9.8
My child receives personalized attention/instruction based on her/his needs, abilities, and interests.	9.8	7.9
A safe place for my child to learn where they will be protected from harm, bullying, and drugs.	9.7	11.4
A school w/ opportunities to explore specialized (STEM, arts, etc.) or career-focused subjects.	7.5	7.1
A school that offers innovating and exciting learning experiences for my child.	7.4	8.8
A school that offers tutoring and support if my child needs it.	7.1	9.8
An environment where my child is w/ students who she/he can be comfortable/build friendships.	7.0	6.3
A more traditional school experience where my child can learn the basics in math, reading, science and other core academic subjects.	5.6	8.8
I receive more frequent communication regarding my child's progress.	5.0	5.8
A school that is more aligned with our family values.	5.0	8.4
I have more access and control over the materials, values, and ideas my child is taught.	4.8	8.2
A school with clean, up-to-date, and safe buildings and facilities.	4.7	5.2
A school that has a classical education approach that focuses on world history, grammar, arithmetic, logic, and Latin.	4.5	5.2
A school that offers a range of extracurricular activities, sports, and other after-school programs.	4.2	5.5
A school where the student body regularly has high standardized test scores.	3.9	5.4
A school located conveniently to where we live or has good transportation options for my child.	3.4	4.0

Word Equity

We will also employ our proprietary **Word Equity** tool in this study. The analysis provides information on the most effective words and phrases that elicit the strongest responses from parents – both positive and negative. This will assist in developing the messaging architecture by guiding the communications strategy on what to say and what not to say when communicating with customers and prospective customers.

We will be able to test respondents' reactions to specific concepts, messages, research results, facts, and slogans.

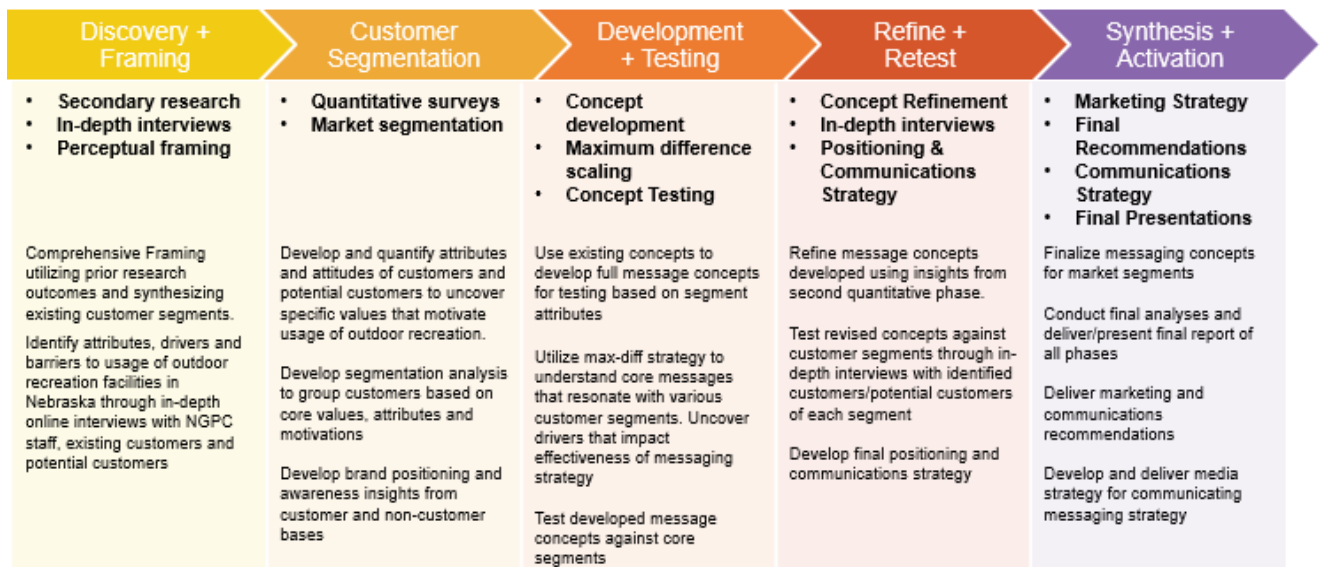


The bar chart above shows how Word Equity demonstrates the relative power of different words and phrases. It provides guidance on message development.

Detailed Work Plan

Our design consists of five main components to:

- 1) **Frame** the research program and **identify** core attributes and values through in-depth interviews with NGPC staff, customers and prospective customers, and reviewing existing research,
- 2) **Develop a segmentation solution** by conducting a thorough quantitative analysis using advanced analytics and working together to select a segmentation framework that best fits NGPC's needs,
- 3) **Assess, measure, and rate** potential concepts and messaging strategies appeal and effectiveness within the customer segmentation framework findings,
- 4) Using qualitative interviews, **refine the concepts and messages** framework to develop an effective brand and communications positioning strategy, and
- 5) **Activate** the segments by providing tools and guidance on the core values and messages that motivate customers to engage with the brand. The process includes a mix of discussions, research, tool kits, collaborative workshops, analysis, and reporting.



Each component of the research builds upon the prior phase. The design is iterative in nature and will allow for increased focus and precision as the engagement progresses. The following table summarizes the outcome-based purpose of each phase and how each component serves as a foundation for the phase that follows.

<p>PHASE 1</p> <p>Discovery + Framing</p>	<p>The outcome of the initial phase will be to review existing insights and research along with a mix of discussions with key NGPC staff, stakeholders and consumers to guide the design of the quantitative research and subsequent segmentation analysis. Framing will help us to confirm research specifications, prioritize topics to explore and outline theories to test in the following phase.</p>
<p>PHASE 2</p> <p>Customer Segmentation</p>	<p>The outcome of this phase will be to summarize the market (overall) and create consumer segmentation frameworks (each with its own set of inputs and unique segments). These will be used as the foundation for identifying specific customer marketing and targeting strategies. This phase will also uncover existing attitudes and awareness of the NGPC brand by consumers, providing direction on NGPC’s brand positioning amongst the different customer segments.</p>
<p>PHASE 3</p> <p>Development+ Testing</p>	<p>Utilizing existing NGPC messaging concepts and the target market segment from Phase 2, we will develop full messages and concepts for testing. The outcome of this phase will be to identify the key messages, concepts, and phrases that resonate most with different audience segments. Additional feedback on the behavioral impact of these messages will help to inform further brand positioning statement development and message refinement as the overall communications strategy is being developed. We will also be able to refine the messaging from the Word Equity and Max-Diff analyses.</p>
<p>PHASE 4</p> <p>Refine + Retest</p>	<p>The outcome of this phase will be to implement insights on key findings from the previous phases of research to refine and prepare a final communication and brand positioning strategy recommendation. Through in-depth interviews with customers identified across the various segments, we will be able solidify a messaging strategy tailored to sustain or increase engagement across customer segments, while at the same time, build the NGPA brand.</p>
<p>PHASE 5</p> <p>Synthesis+ Activation</p>	<p>The outcome of the final phase will be developing the marketing strategy, communications, media strategy and final recommendations. We will be sharing and presenting final deliverables.</p>

DETAILED SPECIFICATIONS BY PHASE

Phase 1: Discovery + Framing

The first phase is dedicated to fulling understanding NGPC objectives, reviewing existing research, building our understanding of the market, and identifying knowledge gaps. This will help to frame the research and shape the design of our survey instruments and analysis plans. During this phase, we plan on engaging key internal stakeholders/leadership from NGPC to discuss their needs from the program and their view of how Nebraska's outdoor recreation options fit into the current environment within the state, outline hypotheses/initial thinking about consumer segments, and defining measures of success for the overall research engagement.

During this time, Heart+Mind will coordinate a kick-off meeting with NGPC team members, complete a review of the market using secondary research, review existing NGPC research, and interview members of NCPC's leadership/marketing/PR team (n=5).

In addition, we recommend qualitative research to explore the current mindset among existing customers (n=10) and prospects (n=10) to augment the secondary research. This would include n=20 Webcam interviews lasting 45 minutes.

At the conclusion of the framing phase, Heart+Mind will facilitate a design workshop with NGPC research team (either remote or in-person). During the workshop Heart+Mind will share learnings and implications from the framing phase. Ultimately, the framing phase will help to ensure the best design possible for the quantitative phase, segmentation analysis, and concept/message testing that will follow.

Additional Assumptions:

- Heart+Mind leads kick-off meeting and facilitates the framing process
- NGPC shares relevant content (past research, case studies, marketing briefs etc.)
- NGPC identifies 5 internal stakeholders (end-users of the insights) for IDIs (conducted by Heart+Mind)
- Expand framing to include 45-minute Webcam IDIs (n=20)
 - Heart+Mind to source prospects
 - NGPC to supply list of customers
 - Participants receive \$125 incentive

Deliverables:

- Development and management of discussion guide and screeners
- Recruitment of respondents
- Heart+Mind Strategy professional moderation of the interviews
- North Star document with engagement plan and summarization of market forces and considerations for concept development
- Perceptual mapping to inform of messaging strategies with key motivators and values that impact customer perceptions and engagement with NGPC facilities and services
- Transcripts of interviews
- Providing the availability for NGPC staff to watch interviews
- Summary report with key findings and messaging recommendations

Phase 2: Customer Segmentation

The second phase of the research program is to assess the NGPC brand along the dimensions described earlier in the proposal and quantify Nebraskans' attitudes on outdoor recreation and activities and perceptions of the NGPC brand. The second objective is to collect the information needed for the segmentation analysis.

With the information and findings of Phase 1, i.e., the issues, attributes, perceptions, and behaviors and/or concerns of outdoor activities, it will be important to quantify the findings relating to outdoor recreation attitudes, motivations, and proposed solutions as well as to explore additional questions relating to how and why constituents make their outdoor recreation choices, what their primary outdoor recreation needs might be, and reaction toward messaging strategies and concepts.

This phase will include a 20-minute online survey among a mix of customers from NGPC's list and prospects (n=1,000) screened from a panel provider. In order to qualify, participants must be ages 18+ and must have visited or used a Nebraska park within the past year or would be interested in doing so in the next 12 months. Quotas will be set for age, gender, and NGPC geographic region.

The survey instrument will contain approximately 70 to 80 questions (estimated 20 minutes to complete) and would include sections to examine 1) outdoor recreation attitudes + psychographics, 2) outdoor recreation habits + preferences, 3) benefits + motivators, 4) barriers + challenges, 5) NGPC awareness, consideration + perceptions, and 6) demographics + profiling measures. Heart+Mind will work closely with NGPC to develop the right sections and content to be included in the final questionnaire.

This phase will allow Heart+Mind to identify and evaluate NGPC's brand position in the marketplace and assess general awareness of, and attitudes held about NGPC.

The findings of this survey will also be used to conduct a segmentation analysis. This analysis will examine every individual interview and group the individual respondents into distinct groupings, or segments. Heart+Mind Strategies analysts will work with NGPC team on finalizing the most useful and appropriate segmentation solution for the study. Once the segmentation solution is finalized, we can provide segment sizing, demographic, and psychographic descriptions of each segment.

The insights gained from this phase will provide information on the NGPC brand and how to best position the brand.

The segmentation analysis will allow us to target the specific motivations and attitudes (the hearts and minds) that will drive engagement among each of the core groups identified in the segmentation analysis.

Additional Assumptions

- Heart+Mind and NGPC collaborate on design
 - Quantitative survey instruments and data processing specs
- 20-minute online survey with customers and prospects (n=1,000 total)
 - 70-80 questions
 - Up to two open-ends
- Target sample – Non-probability/Convenience sample
 - Adults 18+
 - Nebraska (focusing on 7 core regions identified by NGPC's SCORP)
 - Have visited, used, or paid a Nebraska park in the last 12 months
 - At least somewhat likely to consider visiting a park in the next 12 months
 - Quotas for Age, Gender and NGPC Regions
- NGPC provides customer sample and outreach
- Heart+Mind sources prospect sample from online panel provider
- Heart+Mind works with field partner to program and host survey

- Heart+Mind to provide links to NGPC to send to customers

Deliverables:

- Questionnaire instrument development
- Conducting all surveys
- Implement quality control programs to ensure respondent qualifications
- Fully labeled crosstabulations, SPSS file and verbatim files
- Advanced segmentation analysis solutions to be finalized in consultation with NGPC
- Assessment of NGPC's brand and across core customer groups
- Topline report inclusive of initial findings without segmentation or subgroup analyses

Phase 3: Development + Concept Testing

This phase of the research is to assess effectiveness and appeal for each concept and message to the core motivations and drivers of each of the customer segments. More comprehensive messages will be created from the concepts provided from the client and tested using a discrete choice modelling exercise called Max-Diff to measure the efficacy of these fully designed messaging concepts.

In addition, we will be able to apply the findings of our Word Equity findings into the development of the concepts and findings before they are tested in this phase of the research.

The second quantitative component would be an additional 10-minute online survey among a mix of customers from NGPC's list and prospects (n=600) screened from a panel provider and current NGPC customers. In order to qualify, participants must be ages 18+ and must have visited or used a Nebraska park within the past year or would be interested in doing so. Quotas will be set for age, gender, and NGPC region.

The survey instrument would contain approximately 35-50 questions (estimated 10 minutes to complete) and would take the market segments identified in the first phase and examine 1) message evaluation, 2) concept evaluation, 3) assessment of message impact, and 4) assessment of concept impact. Heart+Mind will work closely with NGPC to develop these additional sections and content to be included in the instrument.

This 10-minute instrument will be structured around the concepts developed, utilizing maximum difference scaling (Max-Diff) to understand content and message preferences among the market segments.

A Max-Diff study has two elements:

- A set of comparison concepts/messages that elicit preferences
- A statistical technique for analyzing the results

Both the design of the tasks and the statistical analysis make use of the same underlying model of consumer choice as Discrete Choice Modeling (DCM). Max-Diff provides a powerful alternative to traditional scales for measuring importance, product features, desirability, and related concepts. The Max-Diff exercise will be used to segment target audiences based on their message preferences. The Max-Diff can also be used effectively to create bundles of the most preferred messages (the ones that reach the largest swath of your market).

Additional Assumptions

- Heart+Mind and NGPC collaborate on design
 - Quantitative survey instruments and data processing specs
- 10-minute online survey with customers and prospects (n=600 total)
 - 35-50 questions
 - Maximum Difference Scaling
- Target sample – Non-probability/Convenience sample & NGPC customer list
 - Adults 18+
 - Nebraska (focusing on 7 core regions identified by NGPC's SCORP)
 - Have visited, used, or paid a Nebraska park in the last 12 months
 - At least somewhat likely to consider visiting a park in the next 12 months
 - Quotas for Age, Gender and Region based on census targets
- NGPC provides customer sample and outreach
- Heart+Mind sources prospect sample from online panel provider
- Heart+Mind works with field partner to program and host survey
- Heart+Mind to provide links to NGPC to send to customers

Deliverables:

- Design and development of the questionnaire instrument in consultation with NGPC
- Conducting all interviews with high quality control systems
- Advanced analytic outputs (Max-Diff analysis) for all concepts and messages
 - Max-Diff scores for the overall sample and for each segment
- Crosstabulations and open-end verbatim
- Full integrated PowerPoint Report inclusive of Executive Summary, Detailed Findings by Audience and segmentation groups

Phase 4: Refine + Retest

Once the quantitative research is complete, the next phase of the research program is to test, refine, and finalize the NGPC brand positioning statement derived through the research and refine the concepts and messages with input from customers.

We propose conducting qualitative interviews with Nebraskans who fit into the key identified segments. We will recruit respondents who fit the key segments. The purpose of the interviews is to assess the relevance and refine the overall brand positioning and messages, along with the sub-messages for their segment.

Heart+Mind will take insights from the tested concepts in the Max-Diff component and Word Equity analysis and refine further and test these revised concepts against each of the core segments through an additional wave of in-depth interviews. Customers and target prospective customers will provide feedback and input on the brand positioning statement and messages be asked how about language and words used to check that they “ring true”, are relevant, and are differentiating.

Heart+Mind and NGPC will collaborate to finalize what is tested in the final wave of research prior to customers and target prospective customers assessing the messaging.

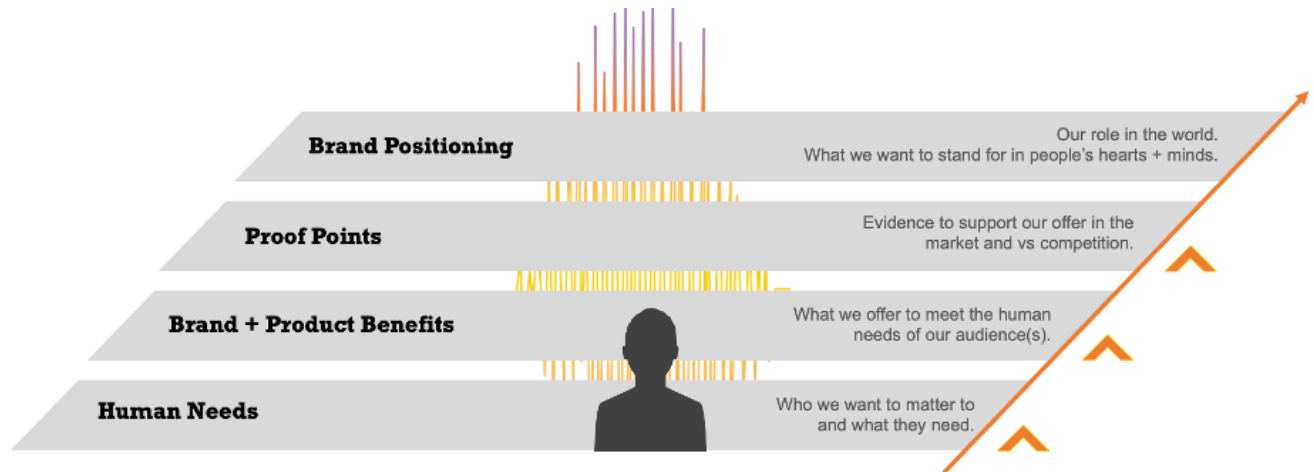
Once there is agreement on what will be assessed in this qualitative research, Heart+Mind will conduct in-depth interviews with customers and prospects identified across the different segments to evaluate the brand positioning statement and messages and concepts.

By doing so, we seek to understand how these messages resonate with different segments and further refine the words and concepts further to ensure maximum effectiveness. Ultimately, our

objective is to develop a final positioning and communications strategy that effectively engages each customer segment, leading to enhanced brand perception and increased customer satisfaction.

The final deliverable from this phase will be the positioning and communications strategy framework to effectively build the NGPC brand and drive interest, enthusiasm, and engagement in outdoor recreation, build awareness among outdoor enthusiasts and other potential park-goers, and increase awareness and funding from state government policymakers.

In the case of NGPC, we will create an overarching brand positioning, and develop sub-messaging statements across each key audience. Developing positioning for NGPC will give the brand a competitive and differentiating place in the destination travel market and help to build resonance and traction among key target audiences.



The Building Blocks Of Brand Positioning

The positioning will address the segments' key needs and bring to life the key proof points and product lines for NGPC

This positioning statement will leverage the findings from the concept testing and extend into targeted messaging statements, including media planning and execution strategy as well. Together, these pieces will culminate into a final Communications Strategy Framework.

Additional Assumptions

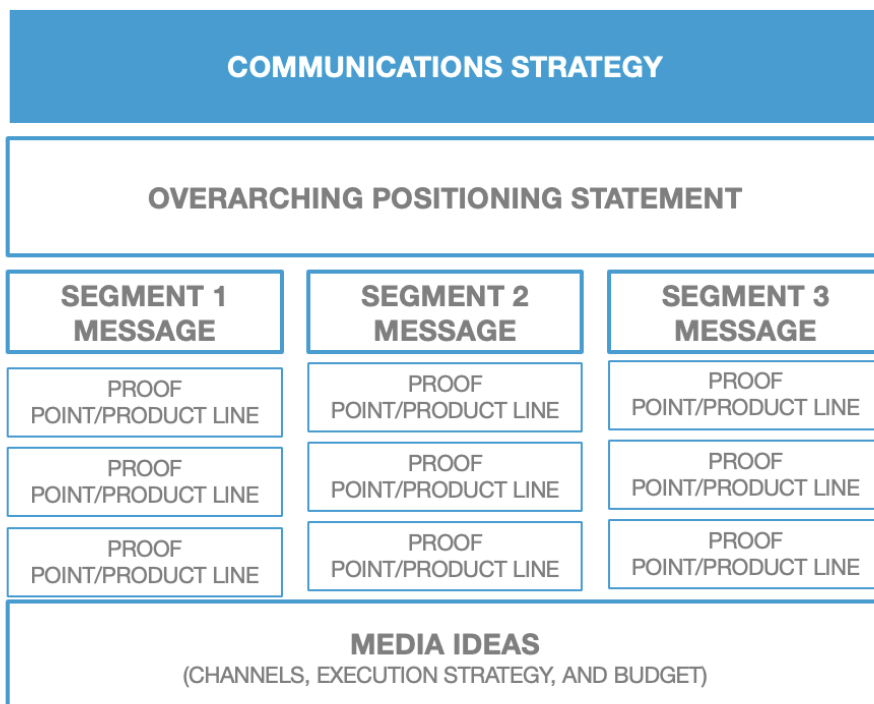
- Heart+Mind to share top 2-3 segmentation solutions
- Summary report of findings from in-depth interviews
- Positioning and communications strategy framework among customer/prospect segments

Deliverables

- Develop the respondent screener and interview guide in consultation with NGPC
- Recruit all respondents
- Conduct all interviews with our professional moderators
- Enable NGPC staff to watch interviews if desired
- Provide a transcript of interviews
- Deliver a PowerPoint research findings report

Phase 5: Synthesis + Activation

The last phase will be dedicated to refining recommendations for messaging, communications, and media strategies, sharing final deliverables and presenting findings to NGPC. The final report will size and prioritize segments, include recommendations on which segments are good targets, and identify effective strategies/messages to reach them. In addition to the final report, we offer several different tools to help socialize understanding of the segments and identify and activate the segments in the market.



The recommended communications and positioning strategy will work to activate NGPC as a go-to resource and provider for outdoor recreation in Nebraska. Through detailed targeting across core customer segments, marketing and communications recommendations will tailor the messages and mediums through which to identify and engage core customers across all segments.

NGPC will receive recommendations and guidance for effective media buying strategies that will connect customers to their targeted messages efficiently and effectively. Additionally, the activation and synthesis phase will culminate in the delivery of comprehensive recommendations encompassing messaging, communications, and media strategies. These recommendations will be shared through final deliverables and presented to the NGPC (Nebraska Game and Parks Commission) for review and approval.

The final report will not only size and prioritize segments but also offer insights on which segments present promising opportunities for targeting. Furthermore, it will identify the most effective strategies and messages to reach these segments, ensuring a focused approach that maximizes impact. Alongside the final report, various tools will be provided to facilitate the socialization of segment understanding and the activation of these segments in the market.

The recommended communications and positioning strategy will aim to position NGPC as the premier resource and provider for outdoor recreation in Nebraska. By meticulously targeting core

customer segments, the marketing and communications recommendations will tailor messages and mediums to effectively identify and engage customers across all segments.

NGPC will benefit from recommendations and guidance on effective media buying strategies, ensuring seamless connectivity between customers and their targeted messages. These strategies will be designed to optimize resources and amplify the reach of NGPC's communication efforts, solidifying its position as a leader in outdoor recreation within the Nebraska community.

Deliverables:

- Final report (PowerPoint) with Segmentation analysis
 - An executive summary of the research methodology, findings, evaluations of current and potential growth audiences
 - A detailed report on the research findings in PowerPoint
 - Conclusions and results of the message and concept testing
 - Provide a general description of NGPC's "overall" market
 - Descriptions of unique segments within the overall market
 - A summary of defining motivations, characteristics and motivations for outdoor recreation among each segment in the core and growth audiences
 - Demographic and psychographic categories overlaid with services/recreational activities per segment
 - Quantify the size of each target segment within the larger market (approximate numbers of people in each segment)
 - Provide cross-tabulated attributes to illustrate variables
 - Describe media preferences of each segment as it relates to recreation
- Recommended NGPC brand positioning statement
 - Using findings from research, draft a high-level messaging strategy and tactics for Nebraska Game and Parks to retain core audiences, expand business from growth audiences, and attract participation or business from other potential audience segments
 - Provide strategic recommendations on NGPC top-level messaging, including:
 - Overall positioning statement for NGPC
 - Primary and secondary messaging for overall market/product lines as well as individual segments
 - Provide recommendations on media mix including paid advertising, marketing, NGP owned/house media or other for the overall target market
 - Recommended messaging strategy and messaging strategy for each target segment
- Presentation (in-person or virtual) of results
- Excel-based classification tool for segments
- Data Tables and SPSS file
- Communications toolkit
 - Graphical description and attributes of each target segment
 - Sample messaging that will resonate each segment
 - Sample creative, graphics to reach and attract each segment
 - Sample media plan and budget that will include all channels and platforms, including traditional media, social media, blogs, pod casts, etc.

Toolkit and the final report will be delivered within six months after the start date of the contract, unless otherwise approved by the NGPC.

Timeline

An estimated timeline is provided below. The final timeline would be reviewed with NGPC to align with internal needs, final specifications of the research and updated upon approval to proceed.

MILESTONE	ESTIMATED TIMING
Project Approval Secondary Research Framing Draft of screener, discussion guide	Weeks 1-3
NGPC Feedback Revised/Finalize screener, discussion guide Recruiting	Week 4
Framing IDIs Draft questionnaire	Weeks 5-6
NGPC Feedback Revise/Finalize questionnaire	Week 7
Programming/testing NGPC pulls sample file Heart+Mind creates survey links for NGPC list Fielding begins	Week 8
NGPC Feedback Revise/Finalize questionnaire	Week 9
Programming/testing; NGPC pulls sample file Heart+Mind creates survey links for NGPC list	Week 10
Fielding ends Data processing Data analysis begins Segmentation analysis begins	Week 13
Concept Message Development Draft of questionnaire Segmentation Development	Week 14
NGPC Feedback Revised/Finalize questionnaire Program/Test Survey Begin fielding	Week 15
End of field Data processing Begin analysis Revise concepts	Week 17
Advanced analytics Quant reporting Develop screener, discussion guide	Week 18
NGPC Feedback Revised/Finalize guide Begin recruiting	Week 19

Field IDs	Weeks 20-22
Reporting Revise Concepts Begin framing communications strategy	Week 23
Develop media/marketing strategy Refine segment targeting scheme	Week 24
Draft final report	Week 25
Delivery of report, toolkit, media plan Presentation of report	Week 26

Corporate Information + Additional Offerings

Company's Legal Name: Heart+Mind Strategies LLC

Business Contact: Bruce Blakeman
Senior Vice President
bblakeman@heartandmindstrategies.com
(703) 994-5422

Headquarters Office: 12110 Sunset Hills Road
6th Floor
Reston, VA 20910

Company Website: www.heartandmindstrategies.com

GSA Contract Number: GS-00F-396GA | **SAM UEI:** LATRJSFHVQZ3

NAICS Code: 541910 – Marketing Research and Public Opinion Polling

Cage Code: 6UZ96 | **Business Size Status:** Small Business | **Socio-economic Indicator:** N/A

Business Type: Limited Liability Corporation (LLC)

Founded in 2008, Heart+Mind Strategies is a small business headquartered in Reston, Virginia that specializes in Market Research and Public Opinion Polling (NAICS CODE 541910). We offer our clients data-driven insights that use market research and advanced analytics to understand consumer decision making and behavior. Our values-based approach helps to identify the connection between the rational and emotional components of decision-making to persuade with reason and motivate through emotion. We have extensive experience building and evaluating successful branding strategies and communications campaigns. Our work has been nationally recognized, and the company is an 11-time recipient of the David Ogilvy Award.

We help build stronger connections through creating effective communications and relevant experiences






As experts in understanding decision making, we empower those at the crossroads of choice to fulfill needs, wants, priorities and values. We uncover and connect you to the dynamics of human decision making to deliver winning insights, strategies, and solutions.

Heart+Mind offers custom designed research solutions using both qualitative and quantitative methodologies. We work closely with clients throughout the entire research process, from designing the research instrument, to administration of the survey, analysis, and reporting.

OUR SOLUTIONS

We utilize a mix of methods.

 INSIGHT SOLUTIONS	 STRATEGY SOLUTIONS	 ACTIVATION SOLUTIONS
<p>THE HUMAN: Qualitative Human Values Journey Mapping Illumination LabsSM Triadic IlluminationSM 1:1 and Focus Groups Ethnography, Shop-alongs Digital/Mobile Usability Online Communities/Bright BoardsSM Communication Assessment</p> <p>THE HUMAN: Quantitative Human Values Multi-level Values Segmentation A + U Customer Journey Brand Tracking/Equity Advertising Monitoring</p> <p>THE FORCES Social-scapes Semiotics Future Casting</p> <p>THE MARKET Communication Audit Competitive Audit System Mapping Forecasting/Sizing</p>	<p>BRAND + ISSUES Brand Definition Positioning Value Proposition Brand Architecture</p> <p>MARKETING Communication Architecture Messaging Architecture Image Messaging Reputation/Issues Roadmap Creative Brief</p> <p>EXPERIENCE Brand Role Mapping Brand Experience Architecture Integration Roadmaps</p>	<p>ADVISORY Consulting Services Strategic Planning Campaign Planning Insights Shadowing Thought Leadership M + A / Restructuring</p> <p>WORKSHOPS RoundTables Stakeholder Sessions Agency Briefings Activation Tools Employee Alignment</p> <p>VISUALIZATION Journey Maps Segment Profiles Storytelling Video Production Infographics Workshop Activities/Posters</p>

Our staff of over 40 team members include senior consultants to manage client relationships and guide research strategy, research staff to manage and execute the research, and operations staff to work with partners and handle business logistics. This gives us the ability to seamlessly deliver on all aspects of a research engagement and manage the overall process.

In addition to having deep experience in segmentation research, we also specialize in communications strategy and advertising research.

Cost Proposal
Marketing Research and Analysis
Request for Proposal Number 6862 Z1

Bidder Name: Heart and Mind Strategies LLC

Bidder must complete the following cost proposal table. Costs shall remain fixed for the first two (2) years of the contract, except as otherwise provided in the following cost proposal tables. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The total price shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, travel, and copies. Invoices should be submitted monthly during the term of the contract.

For the Optional Additional Services – Hourly Rates section the bidder may add additional rows to the table for each additional rate and/or service. A description of the service for the corresponding rate should be provided for each item added.

MARKETING	
	Total Fixed Cost (Initial Term)
1. NGPC Marketing and Consumer Research	\$ 217,000 – This includes the framing exercise, fielding of both the qualitative and quantitative research activities, plus the crosstabulations and SPSS file resulting from the survey research. In addition, it includes the Max-Diff concept questionnaire development and analysis. There will also need to be questions developed that will be utilized in the segmentation analysis that will need to be included in the quantitative research.
2. Research/Data Analysis and Summary and Review	\$ 27,000 – This includes the analysis, reporting, and summary of the qualitative and quantitative research
3. NGPC Audience Segmentation	\$ 33,000 – This price includes the statistical analysis that comes from the datafile from the quantitative survey. Without the quantitative datafile, we cannot conduct this analysis. The price includes the development of the segmentation research questions, analysis, segment development, and determination of the segmentation solution.
4. NGPC Marketing and Outreach Strategy	\$ 42,000 – This is for the brand positioning statement, overall message development, segment specific messages
5. Communications Toolkit Delivery and Project Presentation	\$ 46,000 – This includes the development of the graphical examples of communications messages by segment, media creative ideas, and media plan with sample budget

OPTIONAL ADDITIONAL SERVICES – HOURLY RATES				
	Initial Period	Initial Period	Optional Renewal One	Optional Renewal Two
	YEAR 1	YEAR 2	YEAR 3	YEAR 4
Additional Marketing/Creative Work Hourly Rate	\$350.00	\$400.00	\$450.00	\$500.00
Other (Please specify)	\$	\$	\$	\$

Attachment A

Technical Approach

Marketing Research and Analysis

Request for Proposal Number 6862 Z1

Bidder Name: _____Heart and Mind Strategies LLC_____

For the following six technical requirements, provide a bidder response explaining how each requirement will be met. Include frequency of each requirement in the bidder response. Explain the overall process, research methodology, planning, requirement implementation and evaluation of each item.

The fulfillment of the RFP requirements listed below will be at the direction of the Nebraska Game & Parks Commission (NGPC). A completed copy of this form must be submitted with the proposal response.

TECHNICAL REQUIREMENT #1: Strategy Development

The primary need for this RFP is to identify a communication/marketing research and strategy vendor(s) with proven experience in researching and providing marketing guidance on consumer/recreationist motivations to provide recommendations for customer and brand engagement. Because NGPC has a broad spectrum of recreational activities and there is ever-increasing competition for people's free time the agency must continue what is successful but also identify innovative, unique, and compelling strategies to reach new potential consumers with messages related to Nebraska's outdoor recreation opportunities and grow brand awareness among potential customers. Bidder must demonstrate understanding of NGPC's current outreach, events, and messaging. Awarded bidder should recommend new or emerging communications and outreach efforts that are attainable with the agency's current staff and funding resources. Describe demonstrated experience in successful delivery of a variety of communications outreach, strategies, implementation, and evaluations.

BIDDER RESPONSE:

Heart+Mind Strategies (H+MS) has conducted hundreds of branding and communications strategy surveys. We have been awarded the American Research Foundation award for the best use of creative research in an advertising campaign 11 times.

One example of our work is we have conducted Las Vegas Convention and Visitor Authority for over a decade. We have completed strategic positioning, messaging, advertising assessment, visitor surveys, and tracking surveys during this time. We guided the Authority through many changes to Las Vegas, COVID-19, mass murder shootings, new professional sports teams, and exceptional growth in offerings. We know you have to be nimble to changes in the environment and circumstances and economy. In each circumstance, we have provided communications guidance to the Authority to communicate to its target markets. In addition, we have provide projections on tourist travel to Las Vegas during and after a crisis event.

We have also just completed and activated a program for the City of Boston. The campaign is on-going at this time. H+MS assessed the market, identified brand issues with Boston as a destination, and developed a communications strategy to address its issues. This program has also won the prestigious American Research Foundation David Ogilvy Award.

We have also developed a battery of questions that provide the information for us to assess the media channels and platforms target audiences utilize. Combined with the message and concept assessments we conduct, we have a powerful tool kit to target the right message on the right channel to our targeted audiences. Working with the NGPC we will be able to include questions to assess the appeal of different outreach strategies and apply those findings to each target market segment.

TECHNICAL REQUIREMENT #2: NGPC Consumer/Audience Research

Conduct primary research of NGPC current customers and potential customers who are active in outdoor recreation, and those who are not currently paying customers or active in outdoor pursuits. Include varied societal, generational, cultural, economic, recreational, and tourism and lifestyle values of both urban and rural residents. A representative sample of existing NGPC customers including but not limited to hunters, anglers, campers and park visitors, event attendees, and/or others will be provided securely and electronically to the awarded bidder. Additional lists of general Nebraska population samples shall be sourced by the awarded bidder. Describe experience and approach to completing and reporting results.

BIDDER RESPONSE:

H+MS has completed thousands of survey research projects. Our research projects span the breath of survey research. Our clients include all types of entities, from corporations to government agencies, universities to pre-school education, non-profits to NGOs.

Our approach is first to understand our client's needs and objectives. This comes from strong collaboration and working together as a team. Once we have alignment, we develop and finalize our approach and research methodologies within our client's parameters of time and budget. Working hand-in-hand with complete transparency, we initiate the research process. Our clients know exactly what we are doing, where we are at in the research process, and always must provide us with approvals before any action is taken. We take great care with our quality control on collecting information and conducting interviews. We watch how interview come in every day to know exactly where we are at in the process. Once the field work is completed, we begin the reporting process. Reports are developed to answer the specific strategic questions that were agreed upon at the beginning of the research process. We don't just deliver numbers and percentages; we deliver strategic answers and solutions and back up our recommendations with the results from the research. Then we make ourselves available to our clients to answer questions and conduct additional briefings to help them socialize the findings.

As for acquiring samples separate from the NGPC lists, most of our studies require us to get outside sample lists. This is something we do on daily basis. We have a multitude of sample suppliers or all kinds we can work with to provide us with the sample we need to complete your study. We work directly with sample providers and know from experience which firms can best meet our needs.

TECHNICAL REQUIREMENT #3: Understanding the Marketplace, NGPC Sportspersons and recreational trends

NGPC has prior consumer segmentation studies, customer surveys, sportspersons preferences and avidity studies, park user surveys, and more data. Recent national outdoor recreation studies report levels of hunting, fishing, boating, and parks and wildlife viewing. Describe your current approach to utilizing existing data and how it applies to this new effort, your understanding of the outdoor recreation and conservation market in Nebraska, urbanization challenges, and opportunities and trends in outdoor recreation in Nebraska. Describe your approach and level of understanding of recreational opportunities managed and offered by NGPC. Describe previous experience and how it would benefit the NGPC.

BIDDER RESPONSE:

We always start our research program with learning from the client and reviewing the information that already exists. We will review the existing research and current segmentation scheme. We will apply these findings to our research plan and incorporate what we can into our research program. There will most likely be questions we want to repeat in this research program for tracking purposes. We will also utilize the existing segmentation plan and compare that to our research findings. Once we have results, we will compare the findings to previous surveys if we conduct the same measurement.

As for our understanding of NGPC managed recreational opportunities, this comes from our secondary research and review of NGPC's existing research. In addition, the H+MS research team is make up of outdoors enthusiasts. Our team understands the appeal and dynamics of many of the recreation activities NGPC offers. We are hunters, anglers, trekkers, kayakers, target shooters, skiers, bikers, swimmers, beach goers, birdwatchers, and picnickers ourselves.

But we don't assume we know all the attributes for Nebraskans. That is the reason we begin our proposed research program with interviews with NGPC staff and one-on-one interviews with NGPC existing customers and prospective customers

TECHNICAL REQUIREMENT #4: Audience Segmentation

Segments must be created from primary and secondary research to identify core and growth audience segments for the Nebraska Game and Parks. Identify the size of each segment (percent of customers and the population) Identify their motivations for outdoor recreation, barriers to outdoor recreation, defining characteristics, preferences for leisure time and activity, related activities, etc. Describe process and approach to segmenting current and potential growth audiences. Provide an example of an executive summary and/or visual model that references segments.

BIDDER RESPONSE:

The segmentation research process begins with us building an understanding of what the client wants to achieve with the segmentation research program and scoping out the target audience.

The next step is to identify the dynamics of what is being measured and the context in which the target audience makes decisions. To accomplish this, we begin segmentation research with a review of existing research and qualitative interviews. The goal of the interviews is to develop a list of factors that are associated with the target audiences' activity that is being studied. The list is not projectionable, but studies have shown that a sample of about 15 people in a particular population provide a 95% change of identifying 95% of the factors. Once the qualitative work is completed, this information goes into the design of a quantitative survey. In addition to the factors about the activity being studied, questions to associate personal context are included in the survey. This could be contextual questions like home ownership, children in the household, age, union member in the household, political views, church attendance, media habits, etc. This will provide us the information we need to target the segments.

Segmentation analysis is both science and art. Our lead statistician has over 20 years of experience analyzing segmentation research. He is an expert in utilizing the results to create segmentation solutions. A typical step in our process is to discuss the different segmentation possibilities that the research provides us. We then discuss the different solution with the client team to explore the pros and cons of different segmentation solutions. We then come to an agreement on the best solution for the client. After the solution is decided upon, we then move on to describing the segments and how they react to the different messages, products, concepts, etc. The final report provides a description on each segment, how to target them, what their preferred channels of communication are, and the key messages that they react most positively to.

Examples of segmentation models are attached and follow after question six.

TECHNICAL REQUIREMENT #5: Marketing Strategy and Development

Identify engagement strategies that will resonate with campers, park goers, hunters, and anglers. Identify engagement strategies for growing cohorts of non-consumptive participants such as boaters/floaters, trail users, and wildlife-watchers. Identify key messages and actions to grow participation and increase brand relevance and outdoor recreation participation among non-consumptive individuals. Describe experience and approach.

BIDDER RESPONSE:

The research will identify the answer to these questions. The keys, however, to develop a NGPC communications strategy for non-consumptive participants is to two-fold. First is to identify those who will not participate under any circumstances. Valuable resources should not be directed to this audience.

Resources need to be focused on non-customers who would consider utilizing HGPC products. The research should identify and better understand what the gaps are for their participation.

The next step is to align the NGPC communications strategy for non-customers with current customers. That is, what can be communicated that both entices the prospective customer that also reinforces the participation of existing customers. This analysis is what drives the brand positioning and associated messaging.

Some engagement strategies that could be tested are: training events, contests, family-focused activities, eco-environment events, NGO associated events, employer sponsor events, celebrity events, free use of equipment days, free entry days, and local college/university/school associated events to name a few ideas. Communications channels could include local newspaper & radio, social media, blogs,

Our experience is developing the key messages to deliver to your target audiences. Using research techniques to identify and segment target audiences and then assessing the appeal of messages that can be converted into a powerful communications strategy.

TECHNICAL REQUIREMENT #6: Actionable Recommendations for Messaging, Marketing, Outreach

Describe how you will summarize findings, opportunities, challenges, and create a how-to guide of actionable recommendations and a media strategy for the NGPC team. Describe experience and approach to guide implementation. Provide an example of how-to guide containing actionable recommendations and strategy.

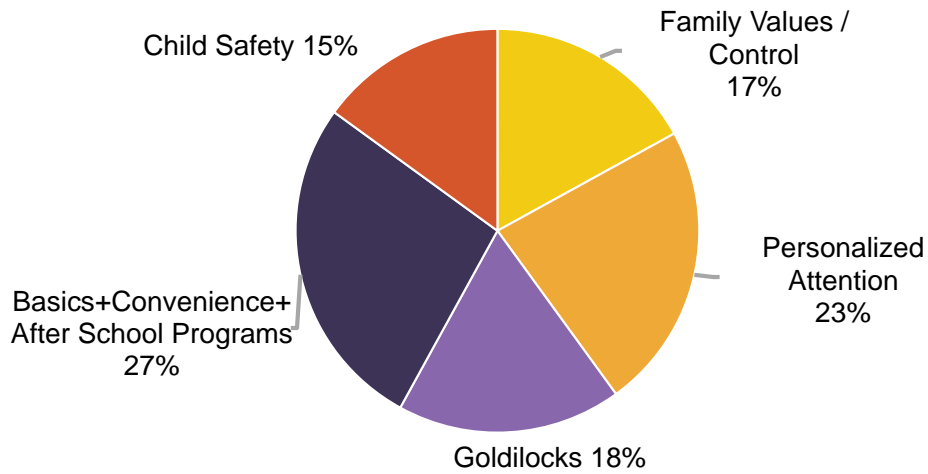
BIDDER RESPONSE:

Communications outreach reports tend to have to three parts. The first is a detailed presentation of the results that includes major findings and the results of all the questions included in the survey program. The second report is a summary of the findings in a much shorter presentation that focuses more on strategic findings and strategic recommendations. This is the document normally shared with executives. The last part of our reporting is what we call our “strategic imperatives”. This piece of the report is where we lay out our strategic recommendations and guidance for the client. It describes the target audiences, the overall messaging strategy, the target segments, who make up the segments, the most effective messages overall, and for each segment, and the communications channels for each audience.

Another potential deliverable is what we call a one-pager strategy document. This is the communications strategy presented on one-page. The usual use for this document is to distribute throughout the organization and/or to other stakeholders to share the messaging strategy. This provide a short, easy to understand document that lays out the communications strategy, messages and language that should be used in a communications program.

We have attached a couple different one-pager strategy documents to demonstrate this deliverable.

There are discriminate segments among Considering Parents



Pg. 2

Example of the overall segmentation study to demonstrate the relative size of each segment.

Ed Choice Benefit Bundles by Segment

Considering Parents (n=1,001) 90% reach				Secondary Bundle Features	
	Personalized Education	Qualified Teachers Truly Care	Safe Place for my Child	Traditional where child learns basics Opps to explore specialized (STEM, Arts, etc.) or career focused	
15% Child Safety 97% reach	✓	✓	✓	An environment where my child is with other students who she/he can be comfortable with and build friendships.	A more traditional school experience where child learns basics. A school with clean, up-to-date, and safe buildings and facilities.
17% Family Values/Control 95% reach	✓	✓	✓	I have more access and control over the materials, values, and ideas my child is taught.	A school that is more aligned with our family values.
18% Goldilocks 96% reach	✓	✓	✓	Opps to explore specialized (STEM, Arts, etc.) or career focused	A school that offers innovative and exciting learning experiences for my child.
27% Basics & Convenience 79% reach		✓	✓	Opps to explore specialized (STEM, Arts, etc.) or career focused	A more traditional school experience where child learns the basics.
23% Personalized Attention 96% reach	✓	✓	✓	A school that offers tutoring and additional support if my child needs it.	Opps to explore specialized (STEM, Arts, etc.) or career focused

Pg. 5

Consistent across multiple scenarios

Example of message strategy prioritization by segment

Relative Decisions Weight of Benefits of Education Alternatives

	Total	Values / Control	Personalized Attention	Goldilocks	Basics	Child Safety
A safe place for my child to learn where they will be protected from harm, bullying and drugs.	11.8	13.6	12.1	13.4	7.7	15.2
Qualified teachers that truly care about your child and their success.	11.7	12.7	13.3	12.9	7.7	14.1
My child receives personalized attention/instruction based on her/his needs, abilities, and interests.	10.9	11.1	14.7	11.3	6.9	11.7
A school that offers innovative and exciting learning experiences for my child.	8.1	7.1	9.3	11.3	6.4	6.7
A school w/ opportunities to explore specialized (STEM, arts, etc.) or career-focused subjects.	8.0	5.1	9.0	12.6	7.5	5.0
An environment where my child is w/ students who she/he can be comfortable/build friendships.	7.6	7.4	5.5	9.9	6.6	10.1
A school that offers tutoring and additional support if my child needs it.	7.1	4.8	12.1	5.6	6.0	5.8
A more traditional school experience where my child can learn the basics in math, reading, science and other core academic subjects.	6.0	5.1	5.8	3.1	8.4	6.6
A school with clean, up-to-date, and safe buildings and facilities.	5.1	4.2	2.7	5.0	5.9	8.6
I receive more frequent communication regarding my child's progress.	5.0	4.9	6.0	2.8	5.6	5.4
I have more access and control over the materials, values, and ideas my child is taught.	4.8	9.6	3.1	1.3	6.6	3.0
A school that offers a range of extracurricular activities, sports, and other after-school programs.	4.1	2.2	2.5	5.6	6.8	1.9
A school that is more aligned with our family values	4.1	10.2	1.0	1.8	5.9	1.3
A school located conveniently to where we live or has good transportation options for my child.	3.1	1.2	1.2	1.7	6.1	4.0
A school where the student body regularly has high standardized test scores.	2.6	0.8	1.7	1.8	5.9	0.8

BASE: All Qualified Respondents (n=1,001)
 Q500. Here are some potential benefits that others have identified when considering new education alternatives for their children. Of the benefits displayed in each question, please select the one which is **most influential** and the one which is **least influential** in encouraging you to explore new education alternatives.

Highest among segments

Example of Max-Diff message testing for the overall audience and for each audience segment. The higher the number, the more important it is to the audience. This deliverable provides the information to prioritize messages for the overall target audience and each individual segment.

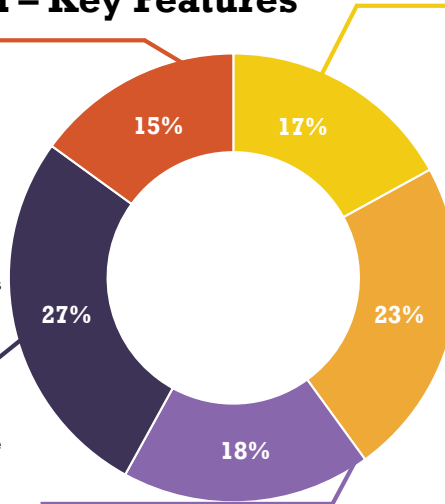
Segment Breakdown – Key Features

Segment 5: Child Safety

- A safe place for my child where they will be protected from harm, bullying, and drugs
- Qualified teachers that truly care about your child and their success
- My child receives more personalized attention and instruction based on her/his needs, abilities, and interests
- An environment where my child is with other students who she/he can be comfortable with and build friendships
- A school with up-to-date, and safe buildings and facilities

Segment 4: Basics + Convenience + After-School Programs

- A more traditional school experience where my child can learn the basics in math, reading, science and other core academic subjects
- Qualified teachers that truly care about your child and their success
- A safe place for my child where they will be protected from harm, bullying, and drugs
- A school with opportunities to explore more specialized (STEM, arts, etc.) or career-focused subjects
- My child receives more personalized attention and instruction based on her/his needs, abilities, and interests



Segment 1: Parent Values / Control

- A safe place for my child to learn where they will be protected from harm, bullying, and drugs
- Qualified teachers that truly care about your child and their success
- My child receives more personalized attention and instruction based on her/his needs, abilities, and interests
- A school that is more aligned with our family values
- I have more access and control over the materials, values, and ideas my child is taught

Segment 2: Personalized Attention

- My child receives more personalized attention and instruction based on her/his needs, abilities, and interests
- Qualified teachers that truly care about your child and their success
- A school that offers tutoring and additional support if my child needs it
- A safe place for my child where they will be protected from harm, bullying, and drugs
- A school with opportunities to explore more specialized (STEM, arts, etc.) or career-focused subjects

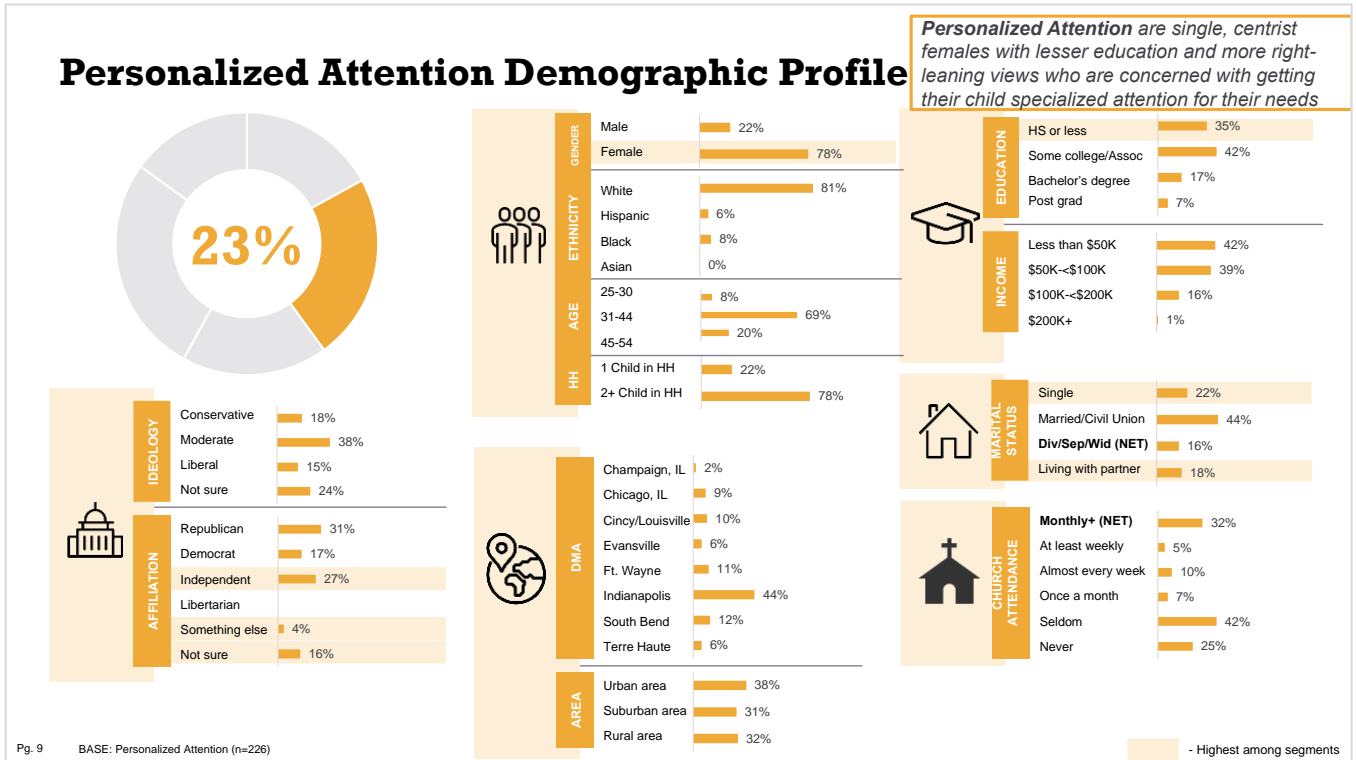
Segment 3: Goldilocks

- A safe place for my child where they will be protected from harm, bullying, and drugs
- Qualified teachers that truly care about your child and their success
- A school with opportunities to explore more specialized (STEM, arts, etc.) or career-focused subjects
- A school that offers innovative and exciting learning experiences for my child
- My child receives more personalized attention and instruction based on her/his needs, abilities, and interests

Pg. 7 BASE: All Respondents (Values / Control (n=168); Personalized Attention (n=226); Goldilocks (n=183); Basics (n=275); Child Safety (n=149))

Example of a summary of message strategy by segment – utilizing Max-Diff results from above.

Personalized Attention Demographic Profile



Example of demographic description of one audience segment.

Implications

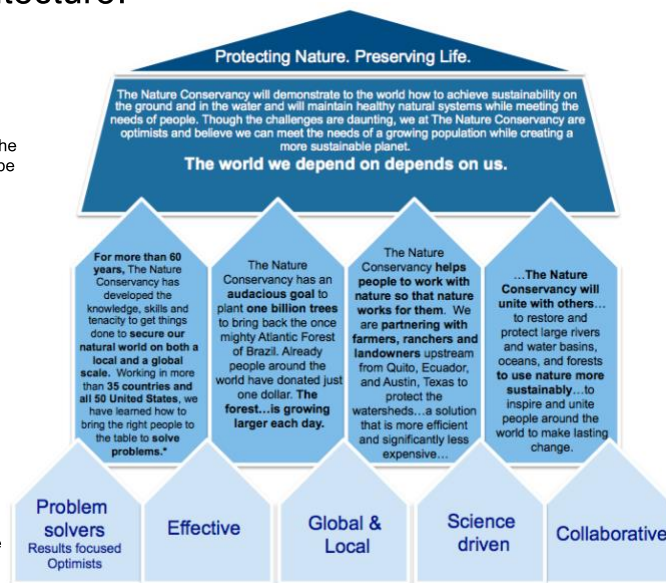
The most powerful and compelling themes, phrases, traits, proofs and messages combine to form an effective messaging architecture:

Promise
The essence of TNC

Anthem
The inspiring expression of the TNC mission and reason to be

Proofs
The real world examples of how TNC is fulfilling its missions

Leadership Traits
The DNA that makes TNC special and uniquely so effective



Example of a one-page communications strategy document.

NAHB Messaging Architecture



The Story



JULY 2011

Example of one-pager communications strategy

Additional GOP Messages

- Government doesn't have the right to make changes in housing policy that hurt seniors after they have played by the rules and made the sacrifices to get where they are.
- [MID]** The government has proven it can always out-spend it's budget. Taking away proven tax breaks is just more tax 'revenue' that will be spent on what the government wants rather than what the people think is important.
- [MID]** It is **appalling** to hear that government is considering changing the mortgage interest deduction—a key factor in the tax code which has encouraged homeownership, created our middle class and fueled Americas economy. Keep our mortgage deductions. **Don't change a 100+ year promise.**
- [QRM]** Studies show that **most of the problems can be fixed by tightening up lending standards to make sure that homebuyers can actually afford their mortgage**

Additional DEM Messages
[For the most part, CORE messages are DEM messages]

- [JOBS/ECONOMY]** A strong housing industry means more jobs and more money in our communities. Every new single-family home built creates three full-time jobs and increases the property tax base that supports local schools. We need to strengthen the housing market to keep our local economies growing and creating jobs.


Additional Power Phrases on Homeownership

- More jobs and a stronger economy
- I love home ownership and I vote!
- Stronger communities and neighborhoods
- Solid foundation for the family
- "Homeownership" v "housing" or "housing industry"
- Stronger middle class
- Secure retirement for millions
- Better tomorrow for future generations
- Invest in homeownership is investing in the future of America
- Home is central to American life

What Not to Say

We need to strengthen the housing market so that more American can achieve homeownership
We need policies that encourage homeownership

Heart + Mind
STRATEGIES
a WIRTHLIN inspired consultancy




THE FORGOTTEN AMERICAN WORKER

Proven Tools and Messages to Build Support with Committed Conservatives, the Movable Middle and the Forgotten American Worker (FAW).

Communication Keys:

- 1 Issues matter but not as much as the desire for fundamental change in Washington
- 2 Self-interested, greedy politicians have corrupted the Federal Government. People want more state and local based solutions. - closer to the people.
- 3 Speak to their deep concerns so they know they are being heard: "I am fed up with betrayals from politicians in Washington who have forgotten us and make it harder to live and take care of our families."



Who is the Forgotten American Worker?

FAWs: 10% Additional Committed Conservatives and Movable Middle: 45% Other: 45%

More likely to...

- be male
- be from rural/small towns
- be from the East South Central Region
- have been unemployed or know someone who has been unemployed
- own small business or work for a small business
- identify as "Very" or "Somewhat" Conservative
- be blue collar workers
- they are NOT less educated and poorer
- be nonwhite, i.e., more likely to be minority or ethnic mix

KEY #1

The Main Message of the 2016 Election: "We are fed up with Washington."

A desire to shake up the status quo is a bigger driver than hot issues like economy and immigration.	52%	People are fed up with what is in Washington and want a change.	17%	Our country needs better jobs and a stronger economy.	14%	The candidates put forth were poor options.	9%	There is a portion of the population that looks left or right.	8%	Tighter immigration policies are needed.	2%	Something else.
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KEY #2

With the Federal Government out of control, we need state based solutions.

The Federal Government can never represent a group as large and diverse as the American public so state and local solutions must be used to maximize the benefits and freedom for individuals.

Federal government in Washington will do the best job.	Focus more on state and local level solutions.	More groups and organizations holding government accountable.
FAW: 12%	56%	31%
TOTAL: 20%	44%	36%

KEY #3

Speak to their emotional concerns so they know they are not forgotten.

In a nutshell, after eight years of the slowest economic recovery on record and politicians not coming through on promises to help the average American, they feel left behind and have lost faith and trust in government to be there for them. FAWs are now so angry and frustrated by a lack of personal financial security that they have become motivated to do something about it.

<p>Emotions and Values of Committed Conservatives and Movable Middle</p> <ul style="list-style-type: none"> • No financial security • No peace of mind • Feel angry • Feel deceived • Only elite benefit • People want change • Increased taxes • Politicians lie • Politicians looking out for self • Politicians have own rules • No one speaks the truth anymore 	<p>Do not feel like I belong</p> <ul style="list-style-type: none"> • Feel hopeless/despair • I can't take care of my family • Expensive healthcare • Income inequality 	<p>Additional Emotions and Values of The Forgotten American Worker</p> <ul style="list-style-type: none"> • Working Americans • Hard working Americans • American workers • Americans • Working class people • Tax payers • Middle class • Average Americans • Little guy • Forgotten
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Research conducted by independent third-party firm: **HEART+MIND STRATEGIES**

Strong with FAW ✓
Very strong with FAW ✓

Key messages that demonstrate understanding of the problem

It makes me mad to hear so many promises from Washington, but then nothing gets done	80% ✓
Government is out of touch - responsive mainly to special interest groups, large corporations and Wall Street while the average American and their needs are ignored	79% ✓
You can't believe much of what you hear from mainstream media	71% ✓
I feel that people like me are paying lots in taxes but then are just being ignored	64% ✓
There is a growing segment of the population that is being left out	60% ✓

Key messages that outline what needs to be done

I want someone who will fight for every citizen and who believes that government should serve the people, not the donors or special interest groups	85% ✓
I really do want to make America better	84% ✓
I want someone who can cut through the clutter of the extreme views on both sides and make government work for people like me	80% ✓
The vast majority of Americans have been saying for years the country is going in the wrong direction. It is time for a change.	78% ✓
When I was growing up I was told that I could work hard, earn a respectable living, and live the American dream, and now I want that feeling back for me and my children	77% ✓

KEY WORDS & PHRASES

<p>Groups (strongest terms first):</p> <ul style="list-style-type: none"> • Working Americans • Hard working Americans • American workers • Americans • Working class people • Tax payers • Middle class • Average Americans • Little guy • Forgotten 	<p>Phrases:</p> <ul style="list-style-type: none"> • Smaller government • More limited government • Reduce regulations that kill jobs • Worker freedom and worker choice <p>Visionary Language:</p> <ul style="list-style-type: none"> • Personal freedom • Innovation, opportunity • Peaceful society • Americans flourish • Strengthen working families • Fight for working families
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An example of a tri-fold messaging strategy summary.

II. TERMS AND CONDITIONS

Bidders should complete Sections II thru VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the Request for Proposal, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 5) the Contractor's submitted Proposal, including any terms and conditions or agreements that are accepted by the State.

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

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

B. NOTIFICATION

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

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:
BB			

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:
BB			

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the Nebraska Game and Parks Commission (NGPC) 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:
BB			

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:
BB			

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 NGPC*****

J. RECORD OF VENDOR PERFORMANCE

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

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:
BB			

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:
BB			

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:
BB			

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:
BB			

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:
BB			

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

Q. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

R. ASSIGNMENT, SALE, OR MERGER

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

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.

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

T. FORCE MAJEURE

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

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.

U. CONFIDENTIALITY

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

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.

V. EARLY TERMINATION

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

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.

W. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
BB			

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:
BB			

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:
BB			

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:
BB			

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:
		BB	

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE**

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
Independent Contractors	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
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

4. EVIDENCE OF COVERAGE

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

Nebraska Game and Parks Commission
RFP # 6862 Z1
Nathaniel.betts@nebraska.gov

Nebraska Game and Parks Commission Purchasing
PO Box 30730
Lincoln, NE 68506

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

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

5. 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:
BB			

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:
BB			

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. STATE PROPERTY

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

L. ADVERTISING

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

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.

M. DISASTER RECOVERY/BACK UP PLAN

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

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.

N. DRUG POLICY

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

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.

O. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
B2			

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.

P. 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:
BB			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Detailed Invoices must be itemized with work or service provided, hours, quantities, and corresponding coding to the contracted services. Mailing address will be provided to the awarded bidder upon contract award. 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:
BB			

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and

equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

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 one-half of one percent (.5%) 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.

Our comments concerning our insurance coverage are as follows:

III. CONTRACTOR'S DUTIES

G. INSURANCE REQUIREMENTS

Heart+Mind Strategies insurance coverage matches or exceeds the State of Nebraska's requirements for General liability, Workers' Compensation, and Professional Liability. Commercial Crime would be covered under both our General Liability coverage and our Umbrella Policy.

However, our Umbrella policy limit is \$2M.

In addition, our Cyber Liability limit is \$1M per occurrence and \$2M aggregate.

Given the size of the study and the option for the Umbrella policy to augment, we request the acceptance of these limits.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6862 Z1

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:	Heart+Mind Strategies, LLC
Bidder Address:	12110 Sunset Hills Rd, 6th Floor Reston, VA 20191
Contact Person & Title:	Bruce Blakeman, Senior Vice President
E-mail Address:	bblakeman@heartandmindstrategies.com
Telephone Number (Office):	
Telephone Number (Cellular):	703-994-5422
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Heart+Mind Strategies, LLC
Bidder Address:	12110 Sunset Hills Rd, 6th Floor Reston, VA 20191
Contact Person & Title:	Tyler Ballard, Solutions Associate
E-mail Address:	tballard@heartandmindstrategies.com
Telephone Number (Office):	
Telephone Number (Cellular):	802-342-3603
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

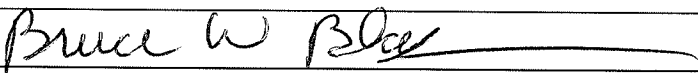
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Heart+Mind Strategies, LLC
COMPLETE ADDRESS:	12110 Sunset Hills Rd, 6th Floor, Reston, VA 20191
TELEPHONE NUMBER:	703-994-5422
FAX NUMBER:	
DATE:	March 11, 2024
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Bruce Blakeman, Senior Vice President