



Table of contents

- 1 Corporate Overview
- 2 Technical Approach
- 3 Attachment A
- 4 Terms and Conditions Completed Sections II-IV
- **5** Request for Proposal Contractual Services (Form A)



A. BIDDER IDENTIFICATION

Magid is a strategic consulting and market research company headquartered in Bloomington, MN. Our address is 8500 Normandale Lake Blvd #630, Bloomington, MN 55437. Magid is a privately held, family-owned S-Corporation established in 1957. Our corporate legal name is Frank N. Magid Associates, Inc. We also have legal filings that allow us to "do business as" (DBA) Magid.

B. FINANCIAL STATEMENTS

We are a strategic consulting and market research company with more than 120 employees across over a dozen states. For nearly 70 years, we have shaped multiple industries including government and non-profit agencies, media, entertainment, technology, games, retail, travel & hospitality, health, fitness, and consumer goods. Our approach to research insights and methodology ensures results are tailored to each unique client.

Some of the identification information above as well as information on the next page about our client base and expertise includes information that supports the stability and financial strength of our organization.

Magid is willing to provide audited financials after the contract is awarded under the condition that the Department of Admin Services signs an NDA and it comes directly from our financial officers to the Department of Admin Services. To meet the requirements listed in the RFP, here is a bank reference and a vendor reference:

Bank reference:

Jessica Markkula | Managing Director & Team Lead | Commercial Banking BMO Commercial Bank | 50 South Sixth Street Suite 1000 | Minneapolis, MN 55402

jessica.markkula@bmo.com 612-904-8594

Vendor reference:

Kami Driska | Accounts Receivable Coordinator Dynata | 1705 Indian wood Circle Suite 100 | Maumee, OH 43537 Kami.driska@dynata.com 267-895-9480



Magid's core capabilities start with a human-centered approach grounded in psychological and sociological principles



Data Science + Inspired Possibilities



Qualitative Research + Winning Intuition



Quantitative Research + Deep Understanding

Magid is a consumer strategy company with a mission to help companies solve their biggest and most pressing customer-facing challenges. Our in-house research team uses rich data analytics and data science to simplify the complex. This combination gives us foresight into future opportunities and headwinds. Armed with this information, our clients take actions that drive business success.

A FEW OF OUR MANY CLIENTS

















































amazon







FIGURE 1A



D. OFFICE LOCATION

The State of Nebraska should contact the following personnel and office location pursuant to an award of a contract:
Lindsey Bothun
8500 Normandale Lake Blvd #630
Bloomington, MN 55437

| bothun@magid.com (612) 940-7578

E. RELATIONSHIP WITH THE STATE

Magid has not led any projects or contracts with the State of Nebraska over the last three years. Our contact, Jim Timm, President/Executive Director at Nebraska Broadcasters Association recommended this project to us.

F. BIDDER'S EMPLOYEE RELATION TO THE STATE

Magid has not employed anyone living in Nebraska in the last 12 months.

G. CONTRACT PERFORMANCE

Magid has not had a contract terminated for default in the last five years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

TITLE	TIME	COST	SUMMARY
Managed Services	1 year	\$240,000- 260,000	Managed comm services while leading a brand overhaul.
Multi-phase Research	6 months	\$145,000- 155,000	Qual and quant research with brand consultation and media strategy
Destination Marketing	2 months	\$45,000- 55,000	Identify the best ROI for marketing channels and content.

FIGURE 1B

01

Similar project Managed Marketing Services

TITLE	TIME	COST	SUMMARY
Managed Services	1 year	\$240,000-260,000	Managed comm services while leading a brand overhaul.

As part of a major transformation for one of the nation's leading physics publications and research support organizations, the American Institute of Physics partnered with Magid to provide internal and external marketing services, strategic direction, and consultative support while creating and executing a full brand and department transformation. During our engagement, Magid worked to better understand how the content they published was made, the way teams collaborate, and how to best design, develop, and deliver their product to the scientists, researchers, and industry experts depending on them. Magid started with a deep-dive audit, reaching across the multiple organizations within the AIP umbrella to understand the unique factors across this dynamic, multifaceted property. One of the core challenges in this project was aligning the distinct brands within the greater AIP brand. Magid formed strategies for each brand, allowing them to remain uniquely identifiable as both their own entity and part of the greater organization.

Some findings and lessons learned that will apply to this project:

- Best practices for brand, slogan, and design within multifaceted/divided departments.
- Workflow and operational tactics to streamline and modernize marketing, social, digital and informational content.
- Overcoming institutional resistance to change through collaborative culture.

October 2022 - April 2023 | Budget: \$240,000-260,000 Scheduled ending April 2023

Reference details:

Scott Montgomery, American Institute of Physics Chief Content Officer 1305 Walt Whitman Rd. Suite 110. Melville, NY 11747 301-209-3090

smontgomery@aip.org

02

Similar project Max ROI on Destination Marketing

TITLE	TIME	COST	SUMMARY
Destination Marketing	2 months	\$45,000-55,000	Identify the best ROI for marketing channels and content.

Magid worked with the City of St. Paul to inform their tourism and promotional efforts. Drawing on a mix of quantitative sources and in-depth, qualitative conversations with recent travelers to the area, Magid identified the major drivers to the area, how visitors felt about their experience, and where they spent the most time. Visit St. Paul aimed to maximize the ROI on City advertising dollars. As part of our analysis, Magid identified the most valuable personas, the emotional drivers behind their visit, and how to frame marketing materials to best turn their excitement into satisfaction. Our researchers combined insights to create cost-effective, scalable strategies for the City and its marketing partners. Major considerations on this project included brand alignment between public-facing divisions of the City, the need to prioritize ad impact, and finding messages that resonated with as many target audiences as possible.

Some findings and lessons learned that will apply to this project:

- Key factors in appeal and frustration with mid-sized American cities among residents and regional travelers.
- Creative marketing concepts that appeal broadly while still representing an authentic, unique brand for the city.
- Utilizing existing research and conducting new research to activate solutions and inform new thinking.

May – July 2020 | Budget: \$45,000-55,000 Scheduled ending July 2020

Reference details:

Terry Mattson, Visit Saint Paul President 175 West Kellogg Boulevard, Suite 502. Saint Paul, MN 55102 tmattson@visitsaintpaul.com 651-265-4900

03

Similar project Connecting Texans to the Tribune

TITLE	TIME	COST	SUMMARY
Multi-phase Research	6 months	\$145,000-155,000	Qual and quant research with brand consultation and media strategy

Magid conducted a 6-Phase project to help The Texas Tribune connect with an increasingly diverse Texas. Starting with identifying the ideal news source and better understanding how people understood bias in news coverage, we looked at the broader Texas news landscape and tapped into search analytics and social media trends. Combining those information streams into a comprehensive action plan, Magid worked with The Texas Tribune leadership to develop strategic implementation plans.

Some findings and lessons learned that will apply to this project:

- Understanding of how audiences view (and are blind to) public media in their community
- How to position news coverage from the community lens without being biased
- Implementation challenges for public media news and content sources

Completed January 2022 – June 2022 | Budget: \$145,000-155,000 Scheduled completion May 2022 – one month extension at client request

Reference details:

Emily Dresslar, The Texas Tribune Director 919 Congress Avenue, Sixth Floor, Austin, Texas 78701 emily.dresslar@texastribune.org



I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT

Lindsey Bothun will be the primary point of contact throughout the project, with **Cooper Henckel** facilitating the logistical elements and assisting with communications in her absence. Marissa Nelson will provide high-level marketing, branding, and communication direction for the project, drawing on her operational expertise to move research insights into marketing strategy. Kristen Glover will lead our qualitative efforts, and Caiden Berry will handle the quantitative section. While each team member has their own expertise, they are all cross-functional in understanding The Nebraska Game and Parks Commission's (NGPC) objectives and goals for the project. This allows for all members to provide both strategic support and tactical guidance.

The Magid team is available through email, text, phone, and video call (Zoom, Google, Teams, etc.) and can meet in person as needed throughout the duration of the project. We recommend virtual bi-weekly check-in meetings or status reports. Magid will work with NGPC to schedule specific dates and meeting durations during Phase 1 of the project. Quarterly meetings with high-level stakeholders are feasible, but we intend to move at a fast pace on this project and recommend a monthly virtual check-in schedule unless otherwise noted.

Magid is flexible, and if one member of the team is unavailable or absent, the temporary fill-in will be of the same or similar qualifications. Any changes in proposed personnel will be addressed for approval by NGPC and any required stakeholders. Magid employs over 120 experts and our internal workflow is designed to allow for seamless support transitions when necessary. Magid views our clients as partners, and we always work in a manner that facilitates open, honest communication between our organizations.

YOUR MAGID EXPERTS	NAME	TITLE	KEY PROJECT ROLES		
Brand & Communications Lead	Marissa Nelson	Vice President, Consulting	 Executive oversight and subject-matter expertise Presentations and stakeholder relations 		
Client Lead & Project Manager	Lindsey Bothun	Client Strategist	Client Strategist Key client contact and communications touch-point Cross-phase consultation and strategy development Workflow analysis and internal needs audit		
Qualitative Lead & Subject Matter Expert	Kristen Glover	Qualitative Analyst Developing focus group questionnaires and content base Phase 2 results Facilitating and evaluating focus groups Presenting findings and potential strategies			
Quantitative Lead	Caiden Berry	Quantitative Analyst	 Developing online quantitative survey for segmenting and behavioral analysis Data management and quality checking Presenting segments and relevant behavioral trends 		
Strategy Support & Logistics	Cooper Henckel	Consulting Associate	 Scheduling and communications support Analysis and presentation development Continuity support and team fill-in 		

FIGURE 1C



PERSONNEL RESUMES



MARISSA NELSON

Local Media Consulting Vice President

EDUCATIONAL BACKGROUND

B.A. Honours, Queen's University, Kingston, ON 1994 - 1999 B.A. Journalism, Ryerson University, Toronto, ON 1999-2001

PRIOR EXPERIENCE

MAGID | VICE PRESIDENT, CONSULTING, LOCAL MEDIA JULY 2020 - PRESENT

- Oversee a team of 9 consultants who serve TV stations across North America. Ensures team can deliver on the needs of clients.
- Oversees and develops training for The Magid Institute.
- Evolve the consulting practice to optimize revenue.
- Works with Directors and General Managers of media organizations across North America to create winning, audience-focused strategies.
- Assist media organizations to take research and implement changes to meet audience needs.
- Develops strategies, advises on implementation, staffing structure.
- Provides strategic feedback on implementation, on-air performance.
- Works with management to ensure key on-air talent deliver on strategy.
- Develop plans to move audiences from linear broadcast to digital.

| SENIOR CONSULTANT JULY 2020 - JULY 2021

- Works with Directors and General Managers of media organizations across North America to create winning, audience-focused
- Assist media organizations to take research and implement changes to their newscasts to meet audience needs.
- Develops strategies, advises on implementation, staffing structure.
- Provides strategic feedback on implementation.
- Works with management to ensure key on-air talent deliver on strategy.
- Develop plans to move audiences from linear broadcast to digital.
- Develops business leads in Canada, with Canadian media organizations.

CANADIAN BROADCASTING CORP. LOCAL | SENIOR MANAGING DIRECTOR NOV 2015 - JULY 2020

- Oversaw 8 CBC local stations, including the largest market in Canada (Toronto) and the nation's capital (Ottawa), and the Hamilton CBC station. This includes 2 major T.V. markets, 1 small TV market, 2 major radio markets, 6 smaller markets (all over 100K population) and the CBC's sole digital-only station. In Toronto, the station includes the biggest talk radio show in the country and TV shows in the most competitive market in North America.
- Launched station in London, Ontario.
- Responsible for editorial, technical and facilities, marketing and communications teams and corresponding budgets.
- In 4 years running operations in the province with 40% of Canada's population, my accomplishments include:
 - Growing radio audiences to all-time highs
 - Re-orienting and modernizing the TV offers
 - Cutting \$2M from the budget
 - Launching a new digital/radio station
 - Transitioning the stations to digital-first
 - Restructuring leadership team
 - Refocusing marketing on community-engagement and outreach
 - Diversifying staff, including CBC's first Indigenous radio host

| SENIOR DIRECTOR, DIGITAL APR 2013 - NOV 2015

- Pushed CBC News to be the Canadian leader in digital content innovation.
- Established a mobile-first strategy for all national and regional digital products.
- Central player in launch of CBC Hamilton and CBC Kitchener-Waterloo.
- Led all digital news channels, operations, budgets and journalism for CBC News' digital media team.
- Created a culture of strategic thinking, data-driven decision making and innovation around digital news. Responsible for helping transform CBC News into a digital-first department.

REFERENCES

TEGNA

Ellen Crooke

Senior Vice President of News

ecrooke@tegna.com

404-226-2999

Cox Media Group

Marian Pittman

Executive Vice President

marian.pittman@cmg.org

404-769-3047

BlueAnt Media

Michael Serafini Senior Director

michael.serafini@blueantmedia.com

416-275-9732

LINDSEY BOTHUN

Client Strategist

PRIOR EXPERIENCE

MAGID | CLIENT STRATEGIST JUN 2019 - PRESENT

- Project management: successfully managed projects for diverse clients, providing tailored organizational support and strategic guidance to ensure project success.
- Provide clients with strategic counsel and customized support to achieve their goals and drive business growth.
- Develop and execute customized strategic project plans to achieve their business goals and drive growth.

WDJT | NEWS REPORTER DEC 2015 - MAY 2019

- Content expertise; researched, wrote, edited, and presented news stories for broadcast and digital
- On-air talent, experienced with tight deadlines and reporting live, breaking news
- Strong communication, interviewing, researching, and time management skills
- Videography and editing experience with multiple video and social elements produced daily
- Courts and crime specialty covering trials, daily court record examination, regular investigative reports

WMTV | NEWS REPORTER / PRODUCER DEC 2013 - DEC 2015

- Researched, wrote, edited, and presented news stories for broadcast and digital
- On-air talent, experienced with tight deadlines and reporting live, breaking news
- Strong communication, interviewing, researching, and time management skills
- Videography and editing experience with multiple video and social elements produced daily

EDUCATIONAL BACKGROUND

B.A. Mass Communications, Broadcasting, St. Cloud State University, 2009 - 2013

KEY SKILLS

Business strategy	Client Support	Project Management
Research development and roadmaps	Content optimization	Media expertise
Brand identity and management	Strategy coordination, activation, and rollout	Event planning, management, and execution

REFERENCES

Graham Media	AIP	Texas Tribune
Jeremy Allen	Scott Montgomery	Emily Dresslar
Director of Content Innovation	Chief Content Officer	The Texas Tribune Director
jallen@grahammedia.com	smontgomery@aip.org	emily.dresslar@texastribune.org
586-921-3233	301-209-3090	970-729-3550

KRISTEN GLOVER

Qualitative Research Analyst

PRIOR EXPERIENCE

MAGID | ANALYST AUG 2019 - PRESENT

- Strategically design qualitative research projects with specialized moderation techniques on multiple platforms including inperson focus groups, live virtual focus groups and online communities.
- Manage cross-functional teams across multiple time zones
- Qualitative analysis to derive clear and simple deliverables that amplifies the voice of the consumer with actionable insights and recommendations

THE UNIVERSITY OF KANSAS, WILLIAM ALLEN WHITE SCHOOL OF JOURNALISM | LECTURER AUG 2020 – JUNE 2022

Taught graduate-level courses on data visualization and data collection

ABC7 | NEWS PRODUCER AUG 2009 - JUL 2019

- Planed and assigned content for daily live newscasts
- Managed writers and reporters to produce high-quality newscasts
- Researched, wrote and edited news stories for broadcast
- Collaborated with marketing department to promote news programs and increase audience engagement
- Coordinated live breaking news including continuing live coverage of wildfires, earthquakes, mass shootings, police pursuits, demonstrations and riots.
- Created graphic elements for live news broadcasts
- Coordinated training for producers and news writers

EDUCATIONAL BACKGROUND

Certificate: Fundamentals of Moderation; RIVA Market Research & Training Institute, 2022
M.S. Journalism; Digital Content Strategy, The University of Kansas; William Allen White School of Journalism,
Graduate Certificate, Data Interpretation and Communication, The University of Kansas; William Allen White School of Journalism

Graduate Certificate, Social Media Strategy, The University of Kansas; William Allen White School of Journalism B.S. Journalism; News & Information, The University of Kansas; William Allen White School of Journalism

KEY SKILLS

Data Interpretation & Insight
Development

Cross Functional Collaboration
Research & Data Analysis

Data Visualization
Cross Functional Collaboration
Problem Solving
Survey Design

Group Moderation & Coordination
Coordination
Client Management

REFERENCES

Graham Media

Jeremy Allen

Director of Content Innovation
jallen@grahammedia.com
586-921-3233

Scripps Media
Sean McGarvy
Direct of Content
sean.mcgarvy@scripps.com
513-214-8313

Texas Tribune
Emily Dresslar
The Texas Tribune Director
emily.dresslar@texastribune
970-729-3550

CAIDEN BERRY

Quantitative Research Analyst

PRIOR EXPERIENCE

MAGID | QUANTITATIVE ANALYST JUNE 2022 - PRESENT

- Conducting quantitative research, both internally and for clients, in a local media setting
- Development and execution of statistical analysis, understanding trends related to the local media industry to drive business strategy
- Application of mathematical and statistical methods to collect, interpret, and summarize consumer data
- Utilization of various software (R, Displayr, Excel, Decipher) to analyze, interpret, and visualize data
- Collaboration with cross-functional teams to drive strategic decisions, providing data-driven recommendations and insights

IPSOS | SENIOR ACCOUNT MANAGER SEPT 2020 – JUNE 2022

- Worked both independently and collaboratively in a fast-paced laboratory environment.
- Performed statistical, qualitative, and quantitative analysis.
- Spearheaded literature reviews and Manuscripts for future publication.
- Gathered, arranged, and corrected research data to create graphs and charts showing results for presentations.
- Presented at conferences, highlighting work done in the lab.

EDUCATIONAL BACKGROUND

M.Sc. Psychology, University of Texas at Dallas, 2022

KEY SKILLS

Data Interpretation & Insight	Data Visualization	Group Moderation &
Development		Coordination
Cross Functional Collaboration	Problem Solving	Client Management
Research & Data Analysis	Survey Design	

REFERENCES

KCUR	AIP	National Broadcasters Association
Sarah Morris	Scott Montgomery	Michelle Duke
General Manager	Chief Content Officer	President
sarahm@kcur.org	smontgomery@aip.org	mduke@nab.org
(816) 235-1551	301-209-3090	202-429-5361

COOPER HENCKEL

Consulting Associate

PRIOR EXPERIENCE

MAGID | CONSULTING ASSOCIATE JAN 2022 - PRESENT

- Support client projects from conception to completion through communication, strategy, and deliverable development
- Research and track emerging behavioral and technological trends among consumers
- Coordinate and identify personnel for client projects

WJFW | ANCHOR/PRODUCER/REPORTER SEPT 2019 – JAN 2022

- Write, produce, and publish general news content with an emphasis on regional and local news
- Launched multiple investigations resulting in FBI investigations, federal criminal charges, and other systemic change
- Developed internal training processes and managed workflow for news production

MINISTRY OF EDUCATION | ASSISTANT LANGUAGE TEACHER JUNE 2016 - AUG 2019

- Taught English to native Japanese speakers in southern Japan
- Worked with community organizations to promote language education, internationalization, and other relevant government objects
- Developed a national English debate curriculum and training guide for Japanese-teachers-of-English and native English teachers

STATE OF WI | PREVENTION SPECIALIST NOV 2014 – JUNE 2016

- Researched and implemented opioid abuse prevention strategies leading to a significant reduction in youth and adult opioid abuse
- Conceptualize and create a public education program for opioid abuse and treatment options
- Create a culturally relevant prevention curriculum for Ojibwe, Potawatomi, and Lac du Flambeau nations of Wisconsin

STEM RESEARCH CENTER | EDUCATION LOBBYIST JUNE 2012 - MAY 2014

- Promote emerging research and insights among state policy makers
- Consulted and advised science, mathematics, engineering, and technology policy development for 2020 Minnesota State standards

EDUCATIONAL BACKGROUND

B.A. Sociology & Political Science, University of Minnesota, 2010 – 2014

KEY SKILLS

Data Interpretation & Insight

Development

Data Entry

Questionnaire Writing &

Quantiative Statistical Analysis

Archival/Database Research

Archival/Database Research

Literature Reviews

Quantiative Statistical Analysis

REFERENCES

Radio MilwaukeeAIPTexas TribuneMaxie JacksonScott MontgomeryEmily DresslarExecutive DirectorChief Content OfficerThe Texas Tribune Directormaxie@radiomilwaukee.orgsmontgomery@aip.orgemily.dresslar@texastribune.org414-892-77971301-209-3090970-729-3550



J. SUBCONTRACTOR

Advantage Marketing is Magid's sole subcontractor for this proposed project.

i.

Name: Advantage Marketing

Address: 13555 Automobile Blvd, Suite 140

Clearwater, FL 33762

Telephone: (727) 275-0430

ii. Specific tasks for the subcontractor

1. Messaging strategy

 Advantage Marketing review findings from the audit and two research studies to work with Magid on high-level marketing strategy and tactics. Advantage will work with NGPC to set ideal campaign focus(es) for toolkit

2. Communications toolkit

• Advantage Marketing will create the communications toolkit

iii.

Our sole subcontractor, Advantage Marketing accounts for 15% of performance hours.

iv.

Our sole subcontractor, Advantage Marketing accounts for a 15% total of performance hours.



A. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Magid will help position the Nebraska Gaming and Parks Commission (NGPC) as the premier outdoor recreation choice for Nebraskans. Our robust team of researchers and communication experts leverage advanced data analytics and the latest behavioral science to fine-tune communication strategies, increasing awareness and ensuring that your messaging resonates with Nebraskans and gets them out into the abundant beauty Nebraska has to offer.

To do this, Magid will develop and launch two research studies and a four-phase process outlined in the section below

Phase 1: DISCOVER Stakeholder Alignment & Audit **Phase 2: IDENTIFY** Online Audience Segmentation

Phase 3: IDEATE Qualitative Concept Testing & Marketing and Outreach Strategy

Phase 4: DELIVER Toolkit Delivery & Project Presentation

A customized approach

Our work will address key goals and desires for the department to understand current and potential consumer perception, map the competitive landscape, and identify effective media channels. By focusing on comprehensive audience research, including current and potential customers, we plan to provide actionable insights and deliverables that spotlight NGPC's unique brand values and opportunities for growth among diverse segments of the Nebraska population.

Magid's approach starts with science. Most firms are good at identifying a problem: what don't people like, what do they wish they had, or what would be nice in the abstract? Magid goes a step further, understanding the emotional needs and drivers that fuel those attitudes and behaviors to identify solutions. By structuring our primary survey questions to solicit fuller, more complete responses and drawing on our own expertise in consumer trends, Magid helps our partners identify the language, imagery, and tactics that will enable them to shift how the public feels and, therefore, how they act.

With a focus on practical and achievable marketing recommendations, our work plan is designed to seamlessly integrate with NGPC's operational and budgetary guidelines. We will bring in our creative partner at the end to develop the final communications toolkit. Leveraging the insights, we develop a vibrant marketing approach to create compelling communications and outreach programs.

Magid considers all client relationships a partnership. Our unique working style ensures a collaborative relationship and consultative approach with NGPC staff. The Magid project team is dedicated to a management approach that keeps the project on track and delivers actionable results.



Our expertise and experience

Our strategic support considers existing and future resources and our partner's goals and incorporates the latest best practices. Composed of former journalists, marketing executives, and government officials, Magid's experts have walked in your shoes, know your challenges, and can speak your language. We are excited to help the Nebraska Gaming and Parks Commission tackle any engagement barriers to enjoy the outdoors.

Whether it's a trip downtown or across the State, Magid has worked for state, local, and even international travel firms to understand what makes destinations great, what kind of advertising actually works, and where the best bang for your buck lies. We have a proven track record in changing behavior at scale, increasing governmental organizations' reputation and perception, and launching successful marketing campaigns across traditional and digital media platforms.

Magid brings a unique media expertise to the project. Our company has extensive knowledge and history in the media industry, serving local media channels, news organizations, and national media outlets. The Magid local media department and our brand strategy teams have been chosen to work on this project and will leverage their industry knowledge to identify the most valuable media consumption trends and opportunities specific to NGPC.

We will help to spotlight Nebraska's unique attractions and outdoor experiences and how these opportunities meet the needs of Nebraskans right now. We will use the people's own language and imagery to ensure our research, creative content, and strategies are authentically local.

Our creative partner, Advantage Marketing, doubles down on these efforts. The firm has been building marketing campaigns for over 10 years, with many successful Magid partnerships along the way. The firm's founder and partner will engage in this project. The project team's combined experience exceeds 100 years. Magid and Advantage will combine our perspectives to develop the final toolkit.

Magid's technical capabilities are also robust, incorporating the latest technologies to be the most efficient, forward-thinking partner we can be. Magid fielding teams have strict respondent quality standards and will work with NGPC during the research phases to ensure an ideal qualitative and quantitative sample is recruited. All recruiting is overseen in-house by Magid, and all participants will be recruited with our field team's personal signoff. Magid ensures high-quality respondents and privacy with 25+ quality management methods and companywide SOC II compliance.

By partnering with Magid, the NGPC will tap into 120+ experts and nearly 70 years of success. Magid's resources and expertise can contribute significantly to the areas of communication, community engagement, and outdoor education. Our teams are based around the country and in your own backyard of the Midwest and Great Plains. We would be honored to partner with you and contribute to the state's continued growth and development.

B. PROPOSED DEVELOPMENT APPROACH

PHASE 1: DISCOVER - STAKEHOLDER ALIGNMENT & AUDIT

To satisfy a portion of the data analysis, summary, and review outlined in the scope of work, Magid conducts a three-step process to audit NGPC's existing communications, any inputs to inform future phases, and the strategic plan.

- In-person kick off meeting to discuss goals, marketing materials, and communication channels
- Gather data to better understand current state
- Stakeholder interviews as needed this is an opportunity to better understand the needs of internal audiences to execute the plan with consistency and quality.
- Identification of existing challenges, key hurdles and discuss/identify key growth strategies that will need to be explored

Step 1: State of The State Review

ACTIVITIES/DELIVERABLES

Items to review:

- Review of services, activities, events, and communications channels
- Current policies (i.e., crisis communications plan, social media, and others)
- Current brand strategies, identity, etc.
- Prior consumer research/surveys, image research, and additional equivalent user data
- Internal data (i.e., sales trends, crossover between categories of buyers)
- Relevant external data (i.e., commission research, secondary data)
- Agency relationship review (if applicable)

Step 2: Stakeholder Interviews

ACTIVITIES/DELIVERABLES

Interviews as needed to understand internal and external department processes and communications. This may include but is not limited to:

- Selected Executive/Management Team representatives
- Selected program leaders deemed primary stakeholders of marketing services
- NGPC or state leaders
- Other key internal and external stakeholders

Step 3: Analysis & Synthesis

ACTIVITIES/DELIVERABLES

After researching, observing, and evaluating all materials and insights, Magid will use the information gathered along with our expertise to generate an audit briefing that provides the following:

- Summary, review, analysis of data and insights from interview
- Magid will share relevant insights from our Knowledge Core (a body of constantly updated proprietary research used to inform our understanding of consumer motivations and trends) - this will include but is not limited to purchase decisions, motivations, interests and hobbies, media preferences, time spent
- Recommendations for future phases (specifically to integrate into research) for example, your understanding of the primary obstacle
 preventing people from participating in outdoor activities will be considered when structuring the online survey
- Subcontractor, Advantage Marketing, will also have line of sight on this phase to ensure all analysis is considered in the final marketing strategy



PHASE 2: IDENTIFY – ONLINE AUDIENCE SEGMENTATION

Once Magid and NGPC are fully aligned and all relevant data has been shared out, Magid will develop a primary online quantitative survey to segment Nebraskans by their psychosocial relationships to outdoor recreation in the State. Magid will work together with NGPC to finalize the survey tool The initial outline will follow the suggested survey format listed in the scope of work. Magid and NGPC will work to adapt the survey format based on recommendations and priorities uncovered during Phase 1.

Our final segments will depend on the data itself. Segments are based on complex emotional and behavioral data. For something as complex and personal as outdoor recreation and the importance of regionality in understanding access, motivation, and resource requirements, we expect emotions, economic class, education status, and general level of outdoor activity (at present) to be the determining elements of the segments.

Based on the RFP and Q&A, our recommendations for the online quantitative survey include but are not limited to identifying:

- The overall NGPC market and differences between current customers, potential/growth audiences, and general population
- Understanding how Nebraskans feel at large, how they feel about NGPC parks/programs, and what interests them at large.
- Unique segments within the market considering demographics, psychographic, services/recreational activity usage and desires
- Motivations, characteristics and differences between each customer segment (including outdoor recreation-specific insights)
- Key messages or promotional concepts that reflect segment motivations (e.g., fun, relaxation, thrill/challenge, excitement, belonging/social, serenity, memories, stress relief)
- Media preferences by segment
- Specific questions and additional segmentation elements will be decided upon during Phase 1. They will include but are not limited to: gender, income, education, age, ethnicity/race, hobbies, media usage, NGPC purchases/product awareness, barriers to engagement, interest in outdoor activities, current outdoor recreation spend, intent to spend, motivations in outdoor recreation.

Following the survey, an initial analysis will take place. The results of the quantitative survey will capture three major areas: psychographics (emotions, perceptions, interest), media consumption & behavior (platform usage, messaging, outdoor activities), and ideal states (wants/needs, areas of interest). By understanding these three core factors of Nebraskans as it relates to NGPC's properties and programs, we will know the different types of current and potential outdoor recreators, how to reach each group, and the potential to activate each of those groups. We will then use that information to further shape marketing priorities and develop messaging concepts to test in Phase 3.

Methodology

For the quantitative survey, we recommend the following methodology:

- Survey duration: 25 minutes
- Survey size: N=1000 panel sample
- Will supplement any lists of existing customers provided by NGPC
- Age range: 15-80 years old

We recommend including 15-18 year olds as our proprietary data shows they have a major influence over household recreation decisions and spending priorities within the household. We are open to adapting the sample or addressing any other areas of focus.

- Target current and potential customers, including those not currently paying for Game and Parks, and not active in outdoor pursuits
- Non-rejectors of outdoor activities and recreation
- The panel sample will include respondents from the 7 regions identified in the Nebraska Recreation Plan, with the bulk coming from Region 1 and the fewest coming from Region 7. Our fielding team has already verified this statistically sound panel sample.
- Demographic info: Representative of Nebraska census, must live in Nebraska



PHASE 3: IDEATE – QUALITATIVE CONCEPT TESTING & MARKETING AND OUTREACH STRATEGY

Qualitative focus groups

Magid recommends online qualitative focus groups to add the consumer's voice to validated findings, test concepts, and better understand the segments developed in Phase 2. Focus groups will be divided by segment, giving us a deeper understanding of each segment, how they communicate, and what resonates.

Building off the messaging identified in the quantitative survey, These in-depth conversations provide more focused feedback, gauging the concepts created and survey stakeholder attitudes around NGPC, its offerings, and its communications.

Based on the RFP and Q&A, our recommendations for the focus group include but are not limited to:

- Define messaging concepts from the co-creation, revise if needed based on feedback
- Test 2-3 final concepts per group
- Concepts could include: family time, social/fun, physical health, mental health, challenge/adventure, experiential fun, relaxation, education, utility, convenience, cost, etc.
- Focus on concepts to grow or retain outdoor recreation participation or increase brand relevance
- Dive deeper into buy motivations/motivators, attitudes, and behaviors by segment
- Understand where consumers seek information and ideal platforms/outlets for reach

Methodology

Magid develops a discussion guide tailored to NGPC's goals and objectives and and specifically the messaging and insights identified in the quantitative survey. Magid and NGPC will work together to finalize the guide. All recruiting is overseen in-house by Magid, and all participants will be recruited with our field team's personal sign-off.

For the focus groups, we recommend the following methodology:

- Online focus group quantity: 6
- Participants per group: 6
- Duration of each group: 90 mins
- The option exists to recruit a youth group. Segmentation will dictate specific group composition and may alter recruitment timelines.
- Demographic info: Representative of Nebraska census
- Specific screener will depend on segment information

Marketing and outreach strategy

Magid will present a summary brief on focus group findings and bring in our creative partner to collaborate on shaping different concepts and marketing ideas. This strategy will center around the insights shaped in this and previous phases to move potential solutions/areas of actionability for NGPC to increase participation from across the segments into action.

To offer an effective and successful marketing strategy, Magid and Advantage Marketing will work together to draft a high-level messaging strategy and tactics to retain core audiences, expand business from growth audiences, and attract participation/business from potential audience:

- Data and insights from all phases, including messaging findings and the media landscape/the way Nebraskans consume media and advertising, will be considered
- All partners will review original goals, amend and/or confirm goals, and set campaign focus
- These steps will create the foundation Advantage Marketing to create the toolkit



PHASE 4: DELIVER - TOOLKIT DELIVERY & PROJECT PRESENTATION

Magid and Advantage Marketing will partner to provide the final presentation and toolkit. Our companies have a long-standing and solid working relationship, having collaborated on several successful marketing and communications strategies in the past.

The final research briefing will showcase the "what" and "what does it mean" from the data and create an understanding of communication and marketing needs for NGPC stakeholders. The strategic presentation will provide a comprehensive understanding of the research. Combining the audit with two phases of research, NGPC will have a comprehensive understanding of the current state of Nebraskans, their intimate experiences, feelings, and wants from NGPC products/services.

The toolkit will provide guidance on immediately actionable outreach strategies, content, and tactics to bring more Nebraskans to the offerings from NGPC offerings. Knowing the messaging that works best with each segment and where to put those ads will ensure each dollar spent by NGPC brings maximum value. The creative elements developed can be immediately brought live and adapted by NGPC staff for future use, or Advantage Marketing can be engaged to build and execute the campaign and marketing plan.

The team will deliver the following to NGPC:

- An executive summary and final report of data, findings, and actionable recommendations
- An in-person presentation of the final report with a strategy session to kickstart toolkit activations and next steps
- Raw data files, including survey responses, crosstabs, any open-ended responses, interview recordings, etc. An SPSS file will be utilized whenever possible
- A communications toolkit with the following:
 - Attributes of the targetable segments
 - Consideration of unique and topical ways to engage with the target audience outside of (and in addition to) traditional media
 - Sample messaging and advertising for each segment
 - Core messaging recommendation for each target, tailored to the most effective and efficient media outlets
 - Sample media plan and budget
 - Measurable metrics recommendations (analytic gauges for as many elements of the campaign as possible, in order to track key performance indicators (KPIs) such as website traffic, social media engagement, event attendance and visitor satisfaction)

All elements will be provided electronically to NGPC.

Our firms combine to provide powerful stories and design to captivate and activate audiences and deliver return on investment for your marketing dollars. Here are some samples of our work:





C. TECHNICAL CONSIDERATIONS

Aside from the details outlined in this proposal, there are not additional technical considerations.

D. DETAILED PROJECT WORK PLAN

Please find our estimated work plan, including timeline below. Some of the outlined steps run concurrently. Detailed steps and timing are outlined on the following page. Magid can amend this proposal or discuss adaptations to this proposal at any point in the process. Fees exclude travel and out-of-pocket expenses, which will be rebilled at cost. Our pricing is a fixed fee that covers the scoped services until the process is complete – given there are no major delays from the NGPC. While execution, i.e., the creation of net new marketing communications or internal communications materials, is not scoped in this agreement, Magid is happy to provide additional services as required. These services will be scoped and priced as necessary.

STEPS	APR	MAY	JUN	JUL	AUG	SEPT	FUTURE
Stakeholder Alignment & Audit							
Online Audience Segmentation							
Qualitative Concept Testing							
Marketing and Outreach Strategy							
Toolkit Delivery & Project Presentation							
Progress reports/check-ins							

FIGURE 2B

As outlined in section I., we recommend virtual bi-weekly check-in meetings or status reports.

Magid will work with NGPC to schedule specific dates and meeting durations during Phase 1 of the project. Quarterly meetings with high-level stakeholders are feasible, but we intend to move at a fast pace on this project and recommend a monthly virtual check-in schedule unless otherwise noted. Meetings may include but are not limited to:

- 1. Progress/results on current tactics
- 2. Accomplishments/challenges achieved during the reporting period
- 3. Completed project activities
- 4. Upcoming activities for the upcoming reported period and month ahead
- 5. Projected completion dates for remaining tasks and activities
- 6. Current budget update (detailed status as needed)
- 7. Any modifications or project issues that need addressed
- 8. Additional relevant information



PHASE	DESCRIPTION	TIME
Phase 1: DISCOVER - STAKEHOLDER	 Magid will begin project work on April 15 and schedule an in-person kick off meeting within two weeks of the contract signature 	5 days
ALIGNMENT & AUDIT	All data for the audit must be provided by the kick off meeting	2 weeks
4-6 weeks	■ In-person kick off meeting	1 day
	■ In-person interviews will wrap up by end of April	2 weeks
	■ Magid will spend 2-3 weeks on data analysis & synthesis	2-3 weeks
	 Analysis briefing with Magid, NGPC and Advantage Marketing 	1 day
Phase 2: IDENTIFY -	Magid will develop a primary survey based on NGPC goals and Phase 1 analysis	1 week
ONLINE AUDIENCE SEGMENTATION	Magid and NGPC will review and revise the survey until agreed upon	2-3 days
4-6 weeks	Magid field teams will program and test the survey	2-3 days
	Survey in field	2-3 weeks
	Survey data cleaning and analysis	2 weeks
	Findings briefing	1 day
PHASE 3: IDEATE -	Magid will develop a qualitative screener based on Phase 2 findings	1 week
QUALITATIVE CONCEPT TESTING	NGPC will develop concepts with Magid guidance	2-4 weeks
& MARKETING AND OUTREACH	Magid and NGPC will review and revise the screener until agreed upon	2-3 days
STRATEGY	Focus group recruiting	4-6 weeks
6-8 weeks	Magid will develop a discussion guide for the focus groups based on Phase 2 findings	1 week
	Magid and NGPC will review and revise the discussion guide until agreed upon	2-3 days
	Conduct focus groups	2 days
	Group analysis and marketing strategy development	2 weeks
Phase 4: DELIVER	Executive summary/final report compiled	2 weeks
Toolkit Delivery & Project	Toolkit compiled	2 weeks
Presentation	Final presentation and delivery of materials	1-2 days
Progress reports 2 weeks	Build and execute campaign	As needed

FIGURE 2C

F. DELIVERABLES AND DUE DATES

FIGURE 2D

REQUESTED DELIVERABLE	PHASE DELIVERED	DUE DATE
Marketing and Consumer Research - See Section V.D.1 Provide an executive summary of research methods, findings, and evaluations of current and potential growth audiences. Provide data considerations for guidance.	4	9/15/24
Research/Data Analysis and Summary and Review – See Section V.D.2 – D.3 a) Provide detailed results and analysis of qualitative and quantitative research findings b) Provide a summary and conclusions of message or concept testing findings or results	4	9/15/24
NGPC Audience Segmentation a) Provide a general description of NGPC's "overall" market b) Provide descriptions of unique segments within this larger market c) Provide a summary of defining motivations, characteristics and motivations for outdoor recreation among each segment in the core and growth audiences d) Segmentation shall include conventional demographic and psychographic categories overlaid with services/recreational activities e) Show percentages of targetable markets within the larger market (approximate numbers of people) in each segment f) Show cross-tabulated attributes to illustrate variables as described under Section V.D.2.g. g) Detail media preferences of each segment as it relates to recreation	2	7/8/24
Marketing and Outreach Strategy - See V.A.4 and V.A.5 a) 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 b) Provide strategic recommendations on NGPC top-level messaging, including: i. Overall positioning statement for NGPC ii. Primary and secondary messaging for overall market/product lines as well as individual segments iii. Provide recommendations on media mix including paid advertising, marketing, NGPC owned/house media or other	4	9/15/24
Communications Toolkit Delivery and Project Presentation – See Section V.F. a) Create a communications guide/toolkit for NGPC staff based on findings and marketing research and customer segmentations. Provide guidance for new or different outreach strategies focused opportunities to grow participation and increase avidity among participants, particularly growth segments. i. Toolkit shall include: a. Graphical description and attributes of each targetable segment b. Sample messaging that will resonate each segment c. Sample creative, graphics and/or advertising to reach and attract each segment d. Sample media plan and budget b) Toolkit and the final report must be received within six months after the start date of the contract, unless otherwise approved by the NGPC c) The Contractor will provide a written final report of data and findings, actionable recommendations, an executive summary, and in-person presentation(s) materials all of which must be provided in an electronic format such as PDF to the agency. The Contractor must also give an in-person final presentation at the Nebraska Game and Parks Commission headquarters in Lincoln or office the Commission may designate. This presentation should summarize actionable recommendations for use and adoption by NGPC marketing and communications staff for branding, messaging, communications, marketing, advertising, activities, and outreach to support the Nebraska Game and Parks' efforts to maintain customers, recruit new customers and grow relevancy of our brand beyond our current audiences.	4	9/15/24

Attachment A Technical Approach Marketing Research and Analysis Request for Proposal Number 6862 Z1

Bidder Name: Magid

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.

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:

2

Magid's experience offering a valuable communication/marketing strategy to increase customer and brand engagement is unmatched. Our rich history in leveraging behavioral science and data analytics for nearly 70 years positions us uniquely to deliver dynamic, effective solutions tailored to NGPC's needs.

Magid's wide diversity of clients and experience from government entities to local newsrooms and media projects underscores our capability in delivering multifaceted communication strategies that resonate with target audiences while considering operational realities. These recommendations will be based on a deep understanding of consumer motivations, leveraging our insights from successful brand and department transformations. As we set up in the section "A. UNDERSTANDING OF THE PROJECT REQUIREMENTS", our research methods (down to the questions we ask in the survey) and our marketing plan will set NGPC up for unique, innovating, compelling strategies for growth.

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:

Our approach integrates primary research and a foundation of secondary research to understand both current and potential NGPC customers, spanning a wide range of societal and demographic variables. To segment Nebraskans by their psychosocial relationships to outdoor recreation, incorporating variables like societal, generational, and cultural values. We will share more details on the segmentation in question 4 and at length in the proposal response. This approach was devised with Magid's PhD level researchers, who work with our project analyst and will oversee and guide the studies in this project. Our methodology will ensure a deep understanding of audience segments, delivering actionable go-forward strategies. Magid speaks with more than 1 Million consumers each year and has extensive experience completing and reporting results.

Magid fielding teams have strict respondent quality standards and will work with NGPC during the research phases to ensure an ideal qualitative and quantitative sample is recruited. All recruiting is overseen in-house by Magid, and all participants will be recruited with our field team's personal sign-off. Magid ensures high-quality respondents and privacy with 25+ quality management methods and company-wide SOC II compliance. Some of these standards are mentioned throughout the proposal response, and we are happy to provide an in-depth look into how we ensure a statistically sound sample.

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:

3

Magid leverages existing data alongside new insights to paint a comprehensive picture of the outdoor recreation landscape. Our experience with government, public, and municipal clients such as the specific experience listed with the City of St. Paul's tourism efforts illustrates our ability to dissect and utilize complex datasets to inform strategy. The industries we serve also extend to travel, leisure, and sporting activities. Magid's a deep knowledge of the marketplace emphasizes our ability to understand direct competition and competition for time. Magid will share relevant insights from our Knowledge Core (a body of constantly updated proprietary research used to inform our understanding of consumer motivations and trends). This is outlined in the Phase 1 audit in the proposal. This review will include but is not limited to purchase decisions, motivations, interests and hobbies, media preferences, and time spent. By synthesizing past NGPC studies and other secondary data with fresh market research, Magid will identify pivotal trends, opportunities, and challenges within Nebraska's outdoor recreation milieu, ensuring NGPC's offerings are appealing and competitive.

NGPC 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:

Magid's methodology aims to intricately segment NGPC's audience based on a multitude of factors including but not limited to behavioral, emotional, and demographic data. Our detailed approach to identifying and understanding these segments—complemented by our experience in similar strategic ventures—will inform targeted, effective engagement strategies. Magid has extensive segmentation capabilities. Magid's custom segmentation solutions are built using advanced multivariate clustering and classification algorithms to uncover key consumer groups for targeting and shaping marketing strategy.

Analytic approach is carefully structured and will be customized for NGPC to ensure that resulting segments are rooted in what drives consumer perceptions and behavior for their specific business – providing insight critical for understanding how to optimize marketing and communications efforts. Segments are created based on what most differentiates the key audience in order to understand what drives consumer distinction and targeting in this market. Optionally, a segmentation algorithm "typing tool" can also be delivered consisting of a reduced set of questions that are most predictive of segment membership that can be asked to identify and track key segments in future research and marketing activities. A typing tool is currently not scoped but can be considered upon notice of award.

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:

Leveraging insights gleaned from comprehensive audience research, Magid proposes to develop tailored engagement strategies that cater to diverse groups including campers, hunters, anglers, and non-consumptive participants as outlined in the final phases of the proposal. Our strategy will encompass key message formulation directly from the research and innovative actions designed to broaden NGPC's appeal and foster increased participation across a spectrum of outdoor activities. Magid and Advantage Marketing will comprehensively evaluated segments for targeting and marketing strategy/planning. Our past successes in strategic marketing endeavors reinforce our ability to construct impactful, resonant marketing strategies.

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:

Activation and implementation area pivotal part of NGPC's communication strategy. Take-to-market plans and materials will be customized for the needs of the department based on research insights gleaned. Magid and Advantage Marketing will partner to provide actionable strategies in a final report and communications toolkit. Specific deliverables and outcomes for the report and toolkit are outlined in Phase 4 of the proposal. Examples of strategies and launched strategies are included in the proposal. Magid and Advantage Marketing can also assist in a robust marketing and communications effort to amplify the impact of the insights shared. These items are not requested in the RFP but are available to be scoped if desired.

TERMS AND CONDITIONS

Bidders should complete Sections 0 thru Error! Reference source not found. 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:
LB			

- 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:
LB			

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:
LB			

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:
		LB	Fees exclude travel and out-of-pocket expenses, which will be rebilled at cost.

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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.

1. 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.

2. 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.

3. 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.

4. 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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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,
- 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:
LB			

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:

- 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,
- 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 contactors' 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.

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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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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:
LB			

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.

III. 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:
LB			

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:
LB			

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:
LB			

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.

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:	Magid	
Bidder Address:	8500 Normandale Lake Blvd #630, Bloomington, MN 55437	
Contact Person & Title:	Lindsey Bothun – Client Strategist	
E-mail Address:	lbothun@magid.com	
Telephone Number (Office):		
Telephone Number (Cellular):	612-940-7578	
Fax Number:	N/A	

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

Communication with the State Contact Information		
Bidder Name:	Magid	
Bidder Address:	8500 Normandale Lake Blvd #630, Bloomington, MN 55437	
Contact Person & Title:	Lindsey Bothun – Client Strategist	
E-mail Address:	Ibothun@magid.com	
Telephone Number (Office):		
Telephone Number (Cellular):	612-940-7578	
Fax Number:	N/A	

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:	Magid			
COMPLETE ADDRESS:	8500 Normandale Lake Blvd #630, Bloomington, MN 55437			
TELEPHONE NUMBER:	612-940-7578			
FAX NUMBER:	N/A			
DATE:	3/12/2024			
SIGNATURE:	Lin Botan			
TYPED NAME & TITLE OF SIGNER:	Lindsey Bothun, Client Strategist			

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

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.

Bidder Name:

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)						
NGPC Marketing and Consumer Research	\$49,850						
2. Research/Data Analysis and Summary and Review	\$16,150						
3. NGPC Audience Segmentation	\$39,125						
4. NGPC Marketing and Outreach Strategy	\$32,300						
5. Communications Toolkit Delivery and Project Presentation	\$38,500						
OPTIONAL ADDITIONAL SERVICES – HOURLY RATES							
	Initial Period Year One	Initial Period Year Two	Optional Renewal One Year Three	Optional Renewal Two Year Four			
Additional Marketing/Creative Work Hourly Rate	\$120	\$120	\$TBD	\$TBD			
Other (Please specify)	\$	\$	\$	\$			