



## **Marketing Research & Analysis Proposal**

**RFP # 6862 ZI**

**March 11, 2024**

**Prepared by Strategic Marketing & Research Insights**

**SMAR**insights

March 11, 2024

Matthew Hansen / Craig Palik, Procurement Contract Officers  
Nebraska State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508

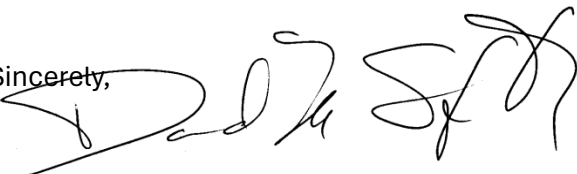
Dear Mr. Hansen and Mr. Palik:

Thank you for the opportunity to forward our research recommendations for the Nebraska Game and Parks Commission's Market Segmentation project. Reaching consumers with advertisements has become increasingly challenging in the aftermath of the COVID-19 pandemic due to the media landscape growing more fragmented. While the current media landscape poses challenges, there are also advantages; it is easier than ever to use the internet to target consumers based on behaviors and attitudes. The challenge lies in understanding the consumer groups that exist so that enticing messaging can be created and targeted appropriately. SMARInsights has a successful track record of conducting this type of research and providing actionable suggestions, including completing a market segmentation in 2011 for NGPC.

These actionable insights and findings will live within a detailed report, a summarized report focusing on the highlights of the research, and in a supplemental interactive online dashboard. This dashboard would house key information about each segment uncovered in the study. The dashboard will also display data on the entire sample from the study with the ability to filter results based on demographics, segment, attitudes, and perceptions, among other factors. This dashboard will serve as a toolkit that will provide the key findings of the study while also allowing NGPC the autonomy to explore the data independently after SMARInsights delivers the results and provides the expected follow-up as outlined in the proposal.

Research is a collaborative effort. We, as researchers, benefit the most when our clients succeed as a result of our partnership. And we believe you will find that we are more than up to that challenge. We hope our proposal will provide a good sense of our experience, focus and approach – and ideally it will exhibit the added value that we are committed to bring to your research. We would welcome the chance to work with the Commission.

Please feel free to contact us if you have any questions.

Sincerely,  


David M. Seiferth, Ph.D.

[dseiferth@smarinsights.com](mailto:dseiferth@smarinsights.com)

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**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:	<b>Strategic Marketing and Research Insights LLC</b>
Bidder Address:	<b>135 N Pennsylvania Street, Suite 1330 Indianapolis, IN 46204</b>
Contact Person & Title:	<b>Shelly Lindley, Project Director</b>
E-mail Address:	<b>slindley@smarinsights.com</b>
Telephone Number (Office):	<b>317-574-7767</b>
Telephone Number (Cellular):	<b>317-989-4375</b>
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	<b>Strategic Marketing and Research Insights LLC</b>
Bidder Address:	<b>135 N Pennsylvania Street, Suite 1330 Indianapolis, IN 46204</b>
Contact Person & Title:	<b>Jordan Musall, Analyst</b>
E-mail Address:	<b>jmusall@smarinsights.com</b>
Telephone Number (Office):	<b>317-574-7702</b>
Telephone Number (Cellular):	<b>317-833-0705</b>
Fax Number:	

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

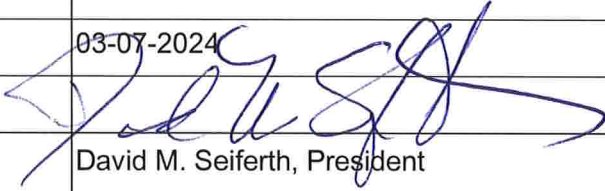
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

### FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	Strategic Marketing & Research LLC
COMPLETE ADDRESS:	135 N Pennsylvania Street, Ste 1330 Indianapolis, IN 46204
TELEPHONE NUMBER:	317-574-7760
FAX NUMBER:	
DATE:	03-07-2024
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	David M. Seiferth, President

# Corporate Overview

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Strategic Marketing & Research Inc. (SMARI) was established in 1983 with a vision of providing clients with personalized consultation and fully integrated market research services. The company began working with travel and tourism clients in 1990, providing custom research focused on optimizing the effectiveness of destination marketing. In 2013, Dr. David M. Seiferth, a founder of SMARI, created SMARInsights with the team of professionals who had been dedicated to tourism research.

Custom, proven methodologies and smart analysis describe our work, but what truly distinguishes SMARInsights is client relationships. Our experienced team partners with clients from concept to action plan to the presentation of results. And, following report delivery, we are always available to look at the data in new and different ways and to help clients use the data we provide to make decisions. We are invested in our clients – you know who you are dealing with, and we are there for you – nights, weekends, holidays – whenever you need information.

In more than 30 years of conducting research for the travel and tourism industry, SMARInsights' team has completed custom research for 37 state tourism organizations, more than 75 local DMOs, and more than 20 attractions. Among our current clients, we have worked with 19 destinations for 10 or more years.

SMARInsights' extensive experience with DMOs means that we fully understand the industry and its particular goals and obstacles. Two of our principals have led destination marketing organizations. We understand the nuances of the marketing challenges and how they can be addressed. This provides us with the ability to evaluate new methodologies and identify what works for DMOs and what does not.

We have a broad range of experience working with destinations including our own methodology for quantifying advertising effectiveness, custom research approaches for brand health and positioning, evaluating advertising concepts and campaigns, website functionality, publication satisfaction, product development, visitor profiling, and resident sentiment.

Our analysts and project managers have 10 or more years of experience with our company and in the industry, and our team works together in Indianapolis, Indiana.

We have experience with many research techniques, both traditional and new. We continually evolve our techniques and evaluate the latest technology solutions.

At the same time, we ensure that new technologies can deliver value before we make a change. Over the past 30 years, we have evolved our research for destinations and the techniques we use. We continue to evolve and change as the travel and research industries change.

## SMARInsights

**Name:** Strategic Marketing & Research Insights LLC (SMARInsights)

**Address:** 135 N. Pennsylvania St., Suite 1330  
Indianapolis, IN 46204

**State of Incorporation:** Indiana. Incorporated in 1983 as Strategic Marketing & Research Inc., then as Strategic Marketing & Research Insights LLC in 2013

# SMARInsights

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SMARInsights is structured completely around the ability to provide customized research solutions to clients efficiently, effectively, and specifically suited to individual needs. The organization consists of three different client service teams, which have both research analysts and project directors who along with a senior consultant work with the clients on an ongoing basis.

Our business began to do research in the areas of tourism, leisure activities and attractions in 1990, and by 2013 we spun off Strategic Marketing & Research Insights LLC to concentrate wholly on these topics. Many of our clients have been with us for decades, including Arizona Office of Tourism (2000), Visit California (2002), the Missouri Division of Tourism (1997), South Carolina Department of Parks, Recreation and Tourism (1998), and the St. Louis Convention & Visitors Association (1994).

City destination management organizations among our clients are Choose Chicago, Visit Dallas, Los Angeles Convention & Visitors Bureau, and NYC Tourism & Conventions.

We have 12 full-time employees, including three executives/analysts, four research analysts, three project directors, a programmer, and an editor.

## **Banking reference:**

Tom Dooley  
Vice President, Sr. Commercial Loan Officer  
1216 West Carmel Drive  
Carmel, IN 46032  
Direct: (317) 218-4348  
TDooley@horizonbank.com



## **Judgments or litigation:**

There are none to report.

## **Change of ownership**

No change is anticipated in the next 12 months.

## **Office location**

Our offices are located in Indianapolis, IN.

## **Relationships with the State**

We conducted research for the Nebraska Games and Parks Commission in 2012 and 2013 but have had no contracts with the State since then.

## **Bidder's Employee Relations to State**

There are none to report.

## **Contract Performance**

There are no contract terminations to report.



# State Clients

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# County/City Clients

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# Summary of Bidder's Corporate Experience

The table below includes a selection of our clients and projects over the years.

Client	Year completed	Description
Arkansas Department of Parks and Tourism	2017	Ad effectiveness, visitor profile
Visit Baytown Texas	2022	Visitor profile, strategic planning
Brand USA	2021	Creative concept testing, ad tracking
Visit California	2019, 2023	Segmentation and strategic planning research
Visit Carlsbad (Calif.)	2022	Brand perception, resident survey
Choose Chicago	2021, 2022, 2023	Audience segmentation, traveler sentiment tracker, resident sentiment
Colorado Tourism Office	2012	Ad effectiveness, ad tracking, creative testing, music testing, brand health, travel guide evaluation
Experience Columbus (Ohio)	2023	Brand and positioning, resident/stakeholder research, market potential
Conner Prairie living history museum	2009, 2010, 2022	Local visitor survey, visitor segmentation and profile, product development research
Visit Fort Wayne (Ind.)	2022, 2023	Visitor profile, resident sentiment
Grapevine (Texas) Convention & Visitors Bureau	2017	Visitor profile
Great Lakes Bay Regional Convention & Visitors Bureau	2021	Strategic planning, stakeholder and community survey, market analysis
Visit Greenville (SC)	2019, 2023	Visitor profile, resident sentiment
Gulf Shores & Orange Beach (Ala.) Tourism	2018-present	Visitor profile
Hamilton County (Ind.) Tourism	2015, 2020	Visitor profile, resident awareness
Los Angeles Convention & Visitors Bureau	2014, 2022	Market potential, Canadian perception, Hollywood sign research

Mammoth Lakes (Calif.) Tourism	2016-2022, 2019,2022	Visitor profile, market awareness, resident survey
Pure Michigan	2017-present	Ad effectiveness
Explore Minnesota Tourism	2019, 2022- 23	Winter traveler profile, seasonal traveler profiles
Missouri Division of Tourism	2014, 2017	Segmentation, market potential
Monterey County (Calif.) Convention & Visitors Bureau	2013, 2022, 2023, 2023	Segmentation, consumer & resident sentiment, visitor profile, strategic summary
New Hampshire Division of Travel and Tourism Development	2016, 2017, 2019	Visitor profiling, market share, market potential
New Mexico Tourism Department	2020, 2021, 2023	Resident sentiment, market potential, visitor profile
Visit North Carolina	2022	Market potential
Discover Puerto Rico	2018, 2023	Market potential, research management
Rockford (Ill.) Area Convention and Visitors Bureau	2023	Consumer potential & segmentation
St. Louis Convention & Visitors Association	2009-present	Ad effectiveness image, creative testing
Visit Seattle	2023	Resident sentiment
South Carolina Department of Parks, Recreation & Tourism	2011, 2012, 2018	Visitor profile, park visitor profile, park ad effectiveness & visitor study
Sweetwater County (Wyo.) Travel & Tourism	2015	Conversion and ad impact
Tennessee Department of Tourist Development	2015	Ad effectiveness, brand perception, tagline testing
Texas Tourism	2014	International visitor profile, market potential
Utah Office of Tourism	2009	Ad effectiveness, image, film impact, Mighty Five image
Virginia Tourism Corporation	2021	Ad effectiveness, image testing
State of Washington Tourism	2022-23	Ad effectiveness
Visit Williamsburg	2019	Ad effectiveness, ad tracking, creative testing, persona testing

# Financial Statements

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Strategic Marketing & Research Insights, LLC  
Financial Statements  
December 31, 2023, 2022 and 2021

STRATEGIC MARKETING & RESEARCH INSIGHTS, LLC  
 STATEMENTS OF INCOME  
 FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 and 2021

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Research Income	5,293,312	4,876,923	3,965,375
Direct reimbursable expenses	263,964	415,468	238,759
Net revenue	<u>5,029,348</u>	<u>4,461,455</u>	<u>3,726,616</u>
Operating Expenses			
Salaries and related expenses	2,719,233	2,499,969	2,293,583
Occupancy	106,669	119,026	43,822
Office	454,542	281,912	217,891
Communication	7,929	8,395	8,817
Travel	16,385	36,499	8,662
Data gathering cost	1,049,898	908,634	760,291
Professional services	132,446	125,633	134,223
Total operating expenses	<u>4,487,102</u>	<u>3,980,068</u>	<u>3,467,289</u>
Income from operations	542,246	481,387	259,327
Other Income (Expenses)			
Interest income	187	487	609
Extraordinary income (expense)	-	-	188,640
Interest expense	-	-	-
Net Income	<u>542,433</u>	<u>481,874</u>	<u>448,576</u>

STRATEGIC MARKETING & RESEARCH INSIGHTS, LLC  
 STATEMENTS OF CASH FLOWS  
 FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 and 2021

	<u>2023</u>	<u>2022</u>	<u>2021</u>
Operating Activities			
Net income	542,433	481,874	448,576
Noncash Items included in Income			
Deprecation and amortization	5,314	-	-
Changes in Certain Current Assets and Liabilities			
Accounts receivable	193,689	(902)	(223,738)
Income recognized in excess of billings	(337,043)	145,728	(308,026)
Prepaid expenses	(14,352)	4,104	899
Accounts payable	(53,608)	52,296	1,312
Billings in excess of income recognized	133,924	(18,707)	(27,855)
Accrued expenses	33,749	(26,300)	27,551
Net Cash Generated (Used) by Operations	<u>504,106</u>	<u>638,093</u>	<u>(81,281)</u>
Investing Activities			
Purchase of property, equipment, leasehold improvements	(106,268)	-	-
Deposits for office space	-	-	-
Funds loaned to affiliated entity	-	-	-
Reduction of loans to affiliated entities	-	-	-
Contribution (Distribution) Members	(828,500)	(400,000)	-
Net Cash Generated (Used) in Investing Activities	<u>(934,768)</u>	<u>(400,000)</u>	<u>-</u>
Financing Activities			
Additional long-term debt	-	-	192,725
Additional line of credit facility	-	-	-
Repayment of long-term debt	-	-	(192,725)
Repayment of line of credit facility	-	-	-
Net Cash Provided (Used) from Financing Activities	<u>-</u>	<u>-</u>	<u>-</u>
Net Increase (Decrease) in Cash	(430,662)	238,093	(81,281)
Cash at beginning of period	<u>456,125</u>	<u>218,032</u>	<u>299,313</u>
Cash at end of Period	<u>25,463</u>	<u>456,125</u>	<u>218,032</u>

STRATEGIC MARETING & RESEARCH INSIGHTS, LLC  
BALANCE SHEET  
FOR THE YEAR ENDED DECEMBER 31, 2023, 2022 and 2021

	<u>ASSETS</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>
Current Assets				
Cash		25,463	456,125	218,032
Accounts receivable		416,726	610,415	609,513
Income recognized in excess of billings		603,642	266,599	412,327
Prepaid expenses and other receivables		142,443	128,092	132,194
Total Current Assets		<u>1,188,274</u>	<u>1,461,231</u>	<u>1,372,066</u>
Leasehold improvements, net		100,957	0	0
Lease deposit		13,717	13,717	13,717
Total Assets		<u>1,302,948</u>	<u>1,474,948</u>	<u>1,385,783</u>

LIABILITIES AND MEMBERS' EQUITY

Current Liabilities				
Line of Credit		0	0	0
Accounts payable		0	53,607	1,312
Other accrued expenses		198,861	64,936	83,641
Billings in excess of income recognized		63,750	30,000	56,300
Total Current Liabilities		<u>262,611</u>	<u>148,543</u>	<u>141,253</u>
Long-Term Debt		0	0	0
Total liabilities		<u>262,611</u>	<u>148,543</u>	<u>141,253</u>
Members' Equity		1,040,337	1,326,405	1,244,530
Total liabilities and Members' Equity		<u>1,302,948</u>	<u>1,474,948</u>	<u>1,385,783</u>



# Case Studies

## South Carolina Department of Parks, Recreation & Tourism

*Delivery and budget (proposed and actual): September 2018; \$24,750*

The South Carolina Department of Parks, Recreation & Tourism (SCPRT) partnered with SMARInsights to measure awareness and impact of the FY 2017/2018 South Carolina Parks advertising campaign. The objectives of the research included:

- Gauge the success of the campaign in terms of its ability to reach the target audience and generate recall;
- Assess advertising impact on familiarity with and perceptions of South Carolina;
- Review advertising impact on information gathering behaviors;
- Uncover whether the advertising ultimately influenced park visits;
- Quantify the number of advertising-influenced park visits; and
- Evaluate impact on park visits in terms of activities, experience and spending.

As part of this research, a sample of park visitors obtained from the SCPRT database of overnight visitors was used to form a detailed visitor profile. The objective of this portion of the research was to better understand park visitors in terms of parks visited, park loyalty, origin markets and transportation, demographics, travel party, lodging, activities, spending, and experience/satisfaction.

The research was conducted via online surveys among:

1. 1,600 general population leisure travelers (those who take a leisure trip at least once a year and are involved in the travel decision-making process)
2. 550 parks visitors from the database

Key findings included:

- About 3 million households in the target markets recalled seeing the parks advertising.
- The cost per ad-aware household compared to our benchmarks indicated an efficient media investment.
- Significantly higher advertising awareness among the “outdoor” target consumers indicated a well-targeted campaign.
- The parks advertising had a positive impact on information gathering, familiarity with the state, perceptions of the state, and ultimately on parks visits. In addition to influencing parks visits, the advertising also led to more active, better park visits and higher in-park spending.
- Most park visitors come from in-state or other southeastern states, supporting the local/regional advertising strategy.
- Parks visitors skew middle-class and well-educated compared to the general population. Visitors span a variety of ages and are a mix of having children or no children in the household.
- Park visitors from farther away are more likely than those from nearby to visit South Carolina destinations outside of the park as part of their trip.
- Hiking, swimming and fishing are the most popular in-park activities and thus offer potential for inclusion in broadly appealing parks advertising. Many other activities such as biking, boating, and canoeing/kayaking offer potential for more targeted parks advertising.
- Visitors are satisfied with their overall park experience and have a positive impression of specific park attributes like beauty, cleanliness, staff friendliness, and recreation opportunities.



### **Reference:**

#### **Dudley Jackson**

Director of Research  
South Carolina  
Department of Parks,  
Recreation & Tourism  
803-734-1051  
djackson@scprrt.com

## Case Study – Missouri Segmentation Report

*Delivery and budget: June 2023; \$43,500.*

*Over the course of our relationship with Missouri, which has lasted more than 20 years, many projects emerged without specific proposed timing and price.*



The Missouri Division of Tourism (MDT) partnered with SMARInsights in 2023 to conduct research to develop consumer segments that it could use in developing and deploying its marketing efforts. The objectives of the research included:

- Identify and describe meaningful segments for use in marketing
- Develop a ways for targeting segments from the results of the study
- Further understanding of traveler behavior

### **Reference:**

#### **Lorinda Cruikshank**

Marketing Research Manager

Missouri Division of Tourism

573-751-1032

Lorinda.cruikshank@ded.mo.gov

The research was conducted via online surveys among 2,750 leisure travelers in several market groupings, which included in-state and out-of-state travelers.

In addition to this quantitative study, a qualitative study was conducted with key segments to strengthen the understanding of the segments and how better to reach and influence them.

Key findings included:

- Four of the 9 segments were identified as high potential segments.
- Each of these segments was further explored in visitor profiles including information on:
  - Proportion of the market
  - Demographic information
  - Travel behavior (typical duration of trip, how many trips they take per year)
  - Motivations for travel (romance, bonding, relaxation, adventure)
  - Travel attitudes
  - Top trip activities and their index relative to other segments
- Missouri was interested in the marketing potential that was measured by the visitation, likelihood for future visitation, and average trip spending index.
- Each segment profile included destination attribute ratings (i.e., Accessible, easy-going, great place to shop) for Missouri and indexed relative to other segments.

## Case Study: Chicago Segmentation

*Delivery and budget (proposed and actual): April 2021 (proposal did not include delivery date); \$52,000*

In 2021, as the world was emerging from the pandemic, Choose Chicago was working to attract visitors back to the city. But, as many cities found, the pandemic created barriers for many consumers. Suddenly consumers viewed visiting a city in a different way – and it was critical for the city to identify segments of consumers that were interested in a city experience at that point – as well as audiences that would continue to be viable.

SMARInsights conducted a segmentation study to address these issues and to:

- Define segments through behavioral, attitudinal and motivational variables based on traveler preferences;
- Identify and recommend segments that were likely to be most receptive to Choose Chicago’s messaging in the short-term and the long-term;
- Determine the volume of households represented by each segment;
- Provide information on the consumer journey for each segment, including media consumption tendencies, motivations and potential messaging.

A quantitative study was conducted among 3,025 consumers, with regional and national quotas. Simmons-Neilson-MRI travel questions were included to link the segments to relevant media data, and SMARInsights worked with Chicago’s media partner, the Spurrier Group, to connect the segments with media usage via MRI.

A total of 8 segments were identified, and profiles of the segments were provided. Each profile included demographic information, key motivational identifiers, leisure trip behavior, key elements of an ideal city trip, attitudes about Chicago and a planning journey map.

The survey helped identify groups of consumers who were not interested in visiting large cities – and would not be a good target. It also identified segments that had been interested in visiting cities in the past but were not yet ready to return.

This information allowed Chicago to identify five key segments – three for immediate focus and an additional two to target as interest in visiting cities returned. This provided a focus for the immediate efforts and allowed Choose Chicago to focus limited resources in the best way to speed the post-pandemic recovery.

Choose Chicago has continued to use the segments and develop creative and marketing efforts aimed at these five segments.



**Reference:**

**Angela Hearn**

Senior Director of Marketing

Choose Chicago

312-567-8555

ahearn@choosechicago.com

# Proposed Personnel/Management Approach

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We assign each client a team of research professionals. Each project team is led by a highly skilled analyst and a principal of the company who are the day-to-day contacts with the client. Each study also has a project manager, working with the analysts and our in-house programmer and editor. Every member of our support team has decades of experience with our company and has delivered hundreds of studies.

The table below shows the staff members to be assigned to the NGPC account.

Name	Title	Duties
David M. Seiferth, Ph.D.	Founder and president	David will serve as the senior analytical consultant and provide research design expertise.
Jordan Musall	Research analyst	Jordan and his colleague Kyle will coordinate all aspects of the research projects, including design and implementation.
Kyle Mechelin	Research analyst	Kyle and Jordan will coordinate all aspects of the research projects, including design and implementation.
Eric Hinshaw	Project director	Eric will handle sample management, data processing, client contact related to timelines, assets, and billing.

## Subcontractors

We do not plan to use subcontractors.

# Resumes of Key Personnel

**DAVID M. SEIFERTH**  
**President**

**WORK EXPERIENCE**

- Founder and President of Strategic Marketing & Research Insights (SMARInsights), 2014 – present
- Founder and Executive Vice President of Strategic Marketing & Research, Inc., 1985 – 2013
- President of Market Search, 1984 – 1985
- VP of MZD Advertising, 1983 – 1984
- Research Director at MZD Advertising, 1980 – 1983



**PROFESSIONAL PROFILE**

Dr. Seiforth began his professional career leading the research department of an Indianapolis advertising agency. This experience ignited a decades-long passion for the practical application of research to enhance the performance of marketing and advertising.

After founding Strategic Marketing & Research, Inc. (SMARI) with a partner in 1983, he established a commitment to partnering with clients to produce meaningful insights and he has fostered a client-centric culture that has earned long-lasting client relationships.

The firm’s specialization in tourism started in 1990. Dr. Seiforth’s predilection for the unique challenges of destination research have led to the pioneering approaches that have defined SMARI/SMARInsights and helped to establish transparent and defensible methods for the industry.

He has pioneered new tourism-specific methodologies for image and positioning research, advertising effectiveness, visitor segmentation, visitor profiling, product development and market prioritization. SMARInsights has developed driver analysis, perceptual mapping, and applied data visualization to go beyond the bar chart in reporting the voice of the consumer.

Dr. Seiforth is a central contributor to the development and use of new methodologies to enhance the value of research while minimizing costs and continues to improve the firm’s analytical product.

He has helped develop new options for image and positioning research, advertising effectiveness, visitor segmentation, visitor profiling, product development for tourism destinations and market targeting, and helped develop methodologies to identify key visitation motivators.

He has been the leader in developing the methodology for the integrated tourism ROI that incorporates multiple elements of a states’ marketing program.

**EDUCATION**

- Ph.D. Indiana University, 1979
- B.A. Ithaca College, 1975

**References for David Seiforth:**

<p><b>Nate Gieryn</b>          Tourism Deputy Director          Travel Texas          (512) 936-0218  <a href="mailto:Nate.Gieryn@gov.texas.gov">Nate.Gieryn@gov.texas.gov</a></p>	<p><b>Amy Bassett</b>          Deputy Director          New Hampshire Division of Travel          and Tourism Development          (603) 271-2665  <a href="mailto:amy.o.bassett@livefree.nh.gov">amy.o.bassett@livefree.nh.gov</a></p>	<p><b>Dudley Jackson</b>          Director of Research          South Carolina Department of          Parks, Recreation &amp; Tourism          (803) 734-1051  <a href="mailto:djackson@scprt.com">djackson@scprt.com</a></p>
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## JORDAN MUSALL, Research Analyst

### WORK EXPERIENCE

- Research Analyst, Strategic Marketing & Research Insights (SMARInsights), 2022-present
- Data Intelligence Manager, Hamilton County Tourism, 2020-2022
- Marketing Manager, Hamilton County Tourism, 2018-2020
- Digital Marketing Coordinator, Hamilton County Tourism, 2014-2018



### PROFESSIONAL PROFILE

Jordan began his career working as a Data Intelligence Manager for Hamilton County Tourism, located in Hamilton County, Indiana.

During his time at Hamilton County Tourism, he delivered data analysis and insights to help direct marketing, monitor the health of the local tourism economy and help advocate for tourism. His abilities were recognized in 2019 when he was nominated for Destination International’s 30 under 30 program.

He joined SMARInsights in early 2022, bringing a proficiency with geolocation data and data visualization. Since that time, Jordan has been instrumental in the refinement of modeling techniques and presenting key insights in powerful infographics. His ability to analyze large data sets allows SMARInsights to expand its capabilities, ultimately serving the clients more comprehensively.

Jordan is the primary contact and analyst on several accounts where he measures advertising effectiveness and return on investment, contextually evaluates destination’s perceptions and image, and provides detailed visitor profile insights to SMARInsights’ clients.

### EDUCATION

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## KYLE MECHELIN, Research Analyst

### WORK EXPERIENCE

- Research Analyst, Strategic Marketing & Research Insights (SMARInsights), 2023-present
- Graduate Assistant, Sports Innovation Institute at IUPUI, 2021-2023
- Volunteer Services Intern, Indiana Sports Corp., 2020



### PROFESSIONAL PROFILE

Kyle began his research career as an undergraduate student supporting data collection and management for various projects with the Sports Innovation Institute at IUPUI.

Upon completion of his undergraduate degree, Kyle returned to IUPUI and the Sports Innovation Institute as a graduate assistant. In this time, Kyle published original research on multiple topics including sports management, event management, social media usage, and esports (competitive video gaming).

Kyle joined SMARInsights in 2023. In his role, Kyle has focused on understanding and evaluating the use of different research tools and platforms to help bolster established research processes and the sharing of data and results.

### EDUCATION

B.S. in Sports Management, M.S. in Event Tourism – Indiana University-Purdue University Indianapolis

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**ERIC HINSHAW, Project Manager**

**WORK EXPERIENCE**

- Project Manager, Strategic Marketing & Research Insights (SMARInsights), 2014 – present
- Data Collection Manager at Strategic Marketing & Research, Inc., 2001 – 2013
- Data Collection Supervisor at Strategic Marketing & Research, Inc., 1997 – 2001
- CMS, January 1996 – June 1996
- Research Systems, Inc., August 1994 – December 1995



**PROFESSIONAL PROFILE**

Eric manages data collection and data processing for many of SMARInsights’ research projects. He advises on sampling decisions and design of questionnaires and supervises data collection.

A key part of our team since 1997, Eric knows the data collection process and assets from the ground up.

Eric works closely with sample vendors and ensuring the best quality and service delivery. He also helps vet new technologies, including geo-fencing and mobile applications.

**EDUCATION**

B.S. University of Southern Indiana, 1995

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# Technical Approach

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## Understanding the Project Requirements

The Nebraska Game and Parks Commission (NGPC) mission is to protect the State's fish, wildlife, parks and outdoor recreation resources in the long-term interest of the people and those resources. Addressing this mission clearly is a multi-faceted task and one that is continually facing new challenges. Not only are there a wide variety of growing threats to these resources, but also the public's understanding of the commission and its mission and the need to help build outdoor recreation participation must be addressed. As was noted in the RFP, marketing and communications are not necessarily core competencies of the organization. Yet these responsibilities are of growing importance. Participation in a wide variety of outdoor recreational activities is experiencing a decline and growing pressures from greater leisure time competition. It is in this context that an understanding of the competitive landscape and a profile of outdoor participation will be extraordinarily helpful.

## Purpose

The purpose of this research effort will be to guide communications by providing a robust understanding of target segments, including both customers and prospects, and providing direction regarding media and marketing strategies.

## Background Information

NGPC is responsible for Nebraska's fisheries, wildlife, and parkland resources. Its customers include hunters, anglers, boaters, campers, and park guests, and this extends to those who are just getting started with outdoor pursuits or growing interests in outdoor recreation and conservation. NGPC has noted that there is a growing audience of trail users, floaters/kayakers, wildlife watchers, shooting-sports participants, and park day visitors.

The goal of communication from NGPC is to achieve the following in respect to these groups and assets:

1. Generate interest, enthusiasm, and ongoing active participation in outdoor recreation for a wide range of Nebraskans;
2. Grow awareness and visitation by resident and non-resident hunters, anglers, park-goers, and diverse outdoor enthusiasts;
3. Generate brand relevance, which includes public awareness and support of the benefits of outdoor recreation.

## Focus and Goals

While the foregoing outlines the purpose of this research effort and the populations that NGPC needs to concern itself with, the research must be designed to help guide communication strategies to achieve the goals of the organization. In the simplest terms, this involves understanding the agency and its *brand*, media use or how to reach these assorted populations, and finally the behaviors and motivations of the groups of interest so that effective messaging strategies can be developed and tested. Effective communications are best realized when you put people in segments that respond in a similar way. In this

case, by the things they do outside and what motivates them to do so. Consider these objectives in detail:

## **1. Market Segmentation**

Segmentation has long been a powerful tool in the marketer's arsenal. Having a richer understanding of specific targets generally results in better creative and media strategies. Developers write and produce better content when they know who they're talking to. Media buyers reach more efficiently when they have a target.

But once one gets past the simplistic observations, the full value and strength of segmentation often goes unrealized. The reasons for this are many – but primarily while segmentation makes the marketing better, it makes it harder as well.

The segmentation approach and application must be designed from the outset with the appropriate objective. Each segmentation option has strengths and weaknesses, and unless the right choice is made, the challenges can dampen its contribution to the effectiveness of the advertising.

It is helpful to understand some of the considerations regarding segmentation and the various options that exist.

### **a. Demographic Segmentation**

Traditionally, much of the segmentation that was done relied on demographics – age, gender, education, ethnicity, etc. This is a useful type of segmentation because it is often easy to identify a consumer's segment with a limited amount of data – and with data that is readily available.

Demographic segmentation is also useful as many media outlets can be chosen based on demographic targets.

The major challenge with demographic targets is that they are not very powerful in terms of predicting behavior. Within any demographic group – such as an age group – the attitudes and behaviors of the members vary significantly. Demographic segments are difficult to use in terms of developing messaging or content since they don't help understand the underlying motives or emotions of each group. This requires greater degrees of granularity.

### **b. Behavioral Segmentation**

Segmentation based on behaviors identifies the characteristics of different types of consumers to identify "predictors" – such as demographics that can be used to find other similar people.

This type of segmentation is most often used in a retail setting – companies identify types of users either through amount (heavy users for example) or through an event/type of activity (business travelers).

Behavioral segmentation applied to outdoor recreation identifies segments based on types of activities, motivations, and ownership of licenses and permits.

### **c. Attitudinal Segmentation**

A final type of segmentation is based on attitudes, emotions, and feelings. It is designed to identify underlying motivations and attitudes that drive decisions. By understanding what drives the decision, it is possible to create messaging and content that is truly relevant and meaningful.

The challenge with this type of segmentation is that it is often developed without a way to link it to other behaviors – such as media usage. Knowing that people are visiting parks in Nebraska to escape from the stresses of everyday life, for example, and knowing that they are urbanites, adventurous and like to explore is powerful in terms of messaging – but it needs to be linked to ways to find the consumers and get the message in the right place.

**d. The “Ideal” Segmentation**

Ideally, the best segmentation will combine some or all of these types listed above. But this is seldom the case. Thus, we recommend combining behavioral and attitudinal data to inform the segmentation. Most advertising allows for behavioral and attitudinal targeting and focusing a outdoor recreation will yield data for segmentation and general information on trends in outdoor recreation more generally. Demographic details are informative, but typically only at a high level. We recommend appending to the segments after they are created.

**e. Segment Usage Considerations**

**f. Media Consumption**

Effective communication efforts not only require the crafting of an effective and appropriate message that will resonate with key target groups, but it also demands understanding the ways to effectively reach them. Efforts need to be made to leverage, customize and optimize these other resources to the best of the agency’s advantage. What is needed are macro-level measures of how people spend their media consumption time and which channels they use most frequently. Media consumption behaviors will be explored to include traditional mass media like broadcast and outdoor along with the highly influential online media resources including the role of social networking. Of specific interest will be:

- I. How do consumers get their information by all relevant segments?
- II. What are the patterns of usage in the decision-making process for the industry?
- III. How are media habits changing and what are the implications for the future?

**g. Consumer Behavior and Motivation**

Understanding the current perception of NGPC, the competitive environment, which segments exist and how to reach the segments are the most critical elements of a communications strategy and help to understand what messages resonate to motivate these populations. This requires an understanding of what current and potential consumers do and why. Understanding behaviors and motivations of consumers allows them to be segmented, which then enables us to build the platform for the development of creative communications strategies and conduct the concept testing to assure that the concepts do in fact work with the desired audiences.

#### h. **Outdoor Recreation**

NPGC plans to increase participation in outdoor recreational activities as part of an effort to ensure public awareness and appreciation of the state’s natural resources – and the need to protect, conserve, and restore these resources.

But there are a number of factors that are changing peoples’ attitudes and behavior in their leisure time. These include less free time, more technological options for activities, more urbanization of the population and – over the past couple of years – the pandemic and economic pressures and concerns. As a result, it is critical that NGPC expand its efforts to include both the traditional audience as well as new and emerging segments of people interested in outdoor recreation. Additionally, it will be important to understand how these market segments have shifted over time, as the 2011 NGPC market segmentation study that SMARInsights completed will serve as a pre-pandemic baseline for outdoor activity participation by group.

## 2. **Brand Equity**

A vital step in the development of any communication strategy requires an understanding of where one is beginning or the current image of the agency or its *brand*. The notion of brand equity relates to the current perceptions of the relevant publics, both customers and non-customers. And while the goal here includes developing a profile of the imagery and/or attributes that help describe these publics perceptions, an understanding of the depth of perceptions or the level of familiarity and awareness will also be needed. These measures will be taken across key market segments but will include an assessment of the agency and its industry in the context of direct competitors. For example:

- a. The impressions of the agency – its attributes, strengths, and weaknesses
- b. The image and perception of competitors including out-of-state and national resources
- c. The relative image/performance of the agency in that competitive context
- d. Development of an understanding of these impressions as they compare to the entire outdoor recreational time industry.
- e. Identify key points of differentiation as a result of the considerations.

## **Proposed Development Approach**

Our proposed development approach involves quantifying the relevancy of Nebraska Game and Parks to Nebraskans, identifying potential consumers, and segmenting consumers. Using said information in conjunction with a media consumption and optimal messaging analysis will help to grow participation in recreation and brand relevance.

In order to achieve this, our approach can best be understood in sections. The first section determines quantities or proportions, the second will further qualify the quantitative findings, and the third/final section is about the recommendations in an easy-to-use toolkit in the form of a dashboard.

The first section involves quantifying the key audiences and segmentation. These audiences include potential and current customers, and participants of specific outdoor recreational activities. The

segmentation of consumers lies at the heart of the quantitative study. The segmentation will categorize consumers based upon their participation and motivations in outdoor recreational activities, and the attitudes toward NGPC assets. Once segments are created, they will be analyzed for their value in growing outdoor recreational participation and determining what messages work for which groups. This initial section of the project will also focus on assigning behaviors – both media consumption and outdoor recreational – through the lens of the segmentation. This further enriches which group is ideal for growth and engagement for NGPC.

Once the top groups and segments have been identified, we need to know more about them. The top audiences will be recontacted for a qualitative study (focus groups or longitudinal study) to enrich our understandings of who these people are. Section two is about putting faces to names.

The final section of the project focuses on the results, recommendations, and the toolkit. This final section includes the presentation of the final report, which will cover in detail the findings and recommendations. NGPC will also be provided with a concise summary report, covering the main insights of the much larger report. But we know that accessing detailed information in a simple way adds longevity and utility to the information collected. SMARInsights wants NGPC to be able to easily access the segmentation study in a way that allows for granularity without the need to dig into a written report. This is why SMARInsights will create an online dashboard tool that will act as the toolkit. The dashboard will allow for drilling into specific audiences and filtering for the specific needs of the user.

## **Detailed Work Plan**

The details of the research are best understood in sequential phases. First, a detailed review will need to be conducted with staff and relevant stakeholders. The development of the program that most effectively addresses the needs of NGPC goes beyond the details of the RFP and will be formed from the working relationship with NGPC. Following this initial meeting, a questionnaire for the quantitative study will be developed to meet the needs of the segmentation and brand health metrics. The quantitative study will then begin. Following the results of the study and the segmentation process, the second stage of the study will commence. This second study will be qualitative in nature, enriching our understanding of consumer segments. Last, the information gathered from the two prior studies will be transferred into an interactive dashboard. This will allow NGPC access to the data and the ability to drilldown into specific details about consumers as needed in an easy-to-use online environment. The following details our proposed work plan.

### *Phase 1: Research Review & Development of Quantitative Parameters*

Given the past research available to NGPC, a review of these materials is a logical first step of the process. SMARInsights will begin by working with NGPC staff to explore pertinent research findings from past studies and make certain that the needs, interests, and experiences of NGPC staff are reflected in the forthcoming research.

SMARInsights would review the materials and meet with staff to determine the key issues to address in the quantitative survey. The survey will ultimately include two categories of questions:

1. Questions that cover the awareness and brand relevance of NGPC in a competitive context.



2. Activities and attributes that pertain to outdoor recreation as identified by NGPC and SMARInsights.

The latter set will be used to segment consumers into key audiences for further analysis. Any past research, along with staff input, will help identify the various elements that need to be addressed.

### *Phase 2: Quantitative Survey*

A major component of the research falls upon the initial quantitative research. This initial survey will gather information regarding brand relevancy of NGPC in a competitive context (such as familiarity) as well as information about outdoor activities and motivations, and attitudinal ratings in regard to outdoor recreation. Data from this first survey will be used to create segments as well.

In order to have meaningful results, it is important to communicate with the correct audience, ask the right questions, and collect the data in a way that will provide a representative sample of consumers. Therefore, it is important to consider how this will be achieved.

#### **Data Collection Methodology and Sample Considerations:**

As mentioned, a critical element for this type of surveying is to ensure that the sample is representative, so that results can be projected to the population. The best option for large scale consumer surveys is the use of an online panel. However, not all online panels are the same.

SMARInsights has extensive experience working with various national panel vendors to provide our clients with the right sample. We do not maintain an in-house panel. This is a beneficial feature of our process, allowing us to provide a wider range of options. We can choose the best panel for each client and project. For this project, we propose utilizing multiple sample vendors, allocating the sample among them.

In addition to the sample vendors used, the right people need to take the survey. For this study, the focus of the survey needs to be a broad population of consumers, but at the same time have sufficient sample of customers of NGPC as well as those familiar with the agency to fully and meaningfully evaluate the attitudes and implications resulting from each group.

In light of these considerations, our proposed sampling plan consists of three groups:

1. **General Population of Nebraska:** The goals of NGPC are centered on residents of Nebraska and encouraging participation in key outdoor activities of their home state. As such, the primary focus of the research will center on this broad population to determine levels of awareness, usage, and attitudes. Specifically, we recommend 2,000 completed surveys.
2. **Current Customers:** One of the key groups of interest needs to be the consumers who are already engaged in the resources that NGPC is responsible for and those that interact with the agency (such as licensees of various kinds). While many of these consumers can be identified from the general population, it is critical that the sample is great enough to be meaningfully analyzed. As a result, we propose sampling a minimum of 1,000 current customers. While we are recommending that half the sample be consumers, our past data from the 2011 NGPC segmentation study shows that an even greater proportion of residents are current consumers. This gives us confidence that we can reach this minimum. After the general market sample is completed, the number of users will be augmented through additional interviewing. Where

appropriate, SMARInsights will use NGPC records to identify customers such as license holders but will make certain the distribution of usage is reflective of the population currently utilizing the agency's resources.

3. **Aware Residents:** Finally, there will need to be sufficient sample of aware residents of Nebraska in order to produce a meaningful assessment of key image issues. We will obtain at least 400 consumers who are familiar enough with the agency to provide a rating. If they are not found within the general population market sample, then we will do additional interviews to augment this population for analysis purposes.

As stated previously, these would be online surveys using multiple national sample providers. For these surveys, an invitation would include a direct link to the survey, which will be housed on SMARInsights' website.

### QUESTIONNAIRE

In addition to communicating with the correct consumers, asking the right questions is equally vital. SMARInsights will draw upon its past knowledge in the outdoor recreation industry in selecting a few baseline questions for the survey. We recommend the survey be arranged in the following way. This format is likely to change based on the discussed needs of the project:

1. Inquire about activity participation in terms of frequency and/or time and determine why the respondents are motivated to perform the activity.
2. Ask the respondents about their overall motivations to participate in outdoor recreational activities.
3. Rate the agreement with statements regarding participating outdoor activities and Nebraska's outdoor recreational assets.
4. Rate the importance of the various functions of NGPC and the perceived performance of NGPC in these areas.
5. Inquire about most recent purchase(s) of licenses.
6. Rate media usage and content consumption.

After our initial meetings with the staff to best understand the needs and issues of the project, SMARInsights would provide a draft questionnaire for review and further discussion. Based upon the feedback of the staff, a final questionnaire will then be developed. The staff again would have an opportunity for review of the final questionnaire. Following approval, the questionnaire will be transcribed into the digital survey, which will be thoroughly tested by SMARInsights staff. Then it will be given a final round of review by NGPC staff before implementation.

### DATA PROCESSING

Following the approval of the digital survey, it is placed in the field and begins collecting data. Once SMARInsights has enough completed surveys, the data cleaning begins. This phase of the process involves making sure that the data is consistent and correct. This is accomplished by many things but for example includes removing questionable interviews, those that speed through the survey, and identifying those that do not fully read the questions. There are a variety of checks that are used to find and eliminate these respondents from the data. Ultimately, this results in an accurate dataset that can be used to extract meaningful insights and analysis.

## Consumer Segmentation

Segmentation lies at the heart of this research project and any effective marketing strategy. Putting consumers into targetable groups aids in cost efficiency due to smaller sizes and return of investment if message resonates with the core behaviors and attitudes of its consumers. That is why we recommend the formation of segments based on behaviors and attitudes. This will allow SMARInsights to identify the segments that show the most promise in delivering upon the goals of NGPC, given the right messaging.

It is helpful to understand what segmentation actually is. As mentioned, the responses to the questions about what activities people do or are motivated by in terms of outdoor recreation and how they perceive it, will be at the core of the formation of the segments. The formation process starts by finding patterns. For instance, we see a commonality between people who want to relax when they go to parks have a tendency to also canoe once a year. This overly simplistic explanation is how the pattern identification, or factor analysis, will work. If we apply this process over a much larger data set, many patterns emerge.

These patterns can be measured for their strength, as not all are meaningful. We will identify the most important or defining characteristics through a process of dimension reduction. Once the most essential connections are found with enough distinguishing but meaningful variables, the segments are created.

Because the segments are created based upon responses to questions in the survey, they can be applied to future surveys (given the use of the same questions). This makes the process powerful and can be utilized in future studies.

## Detailed Quantitative Summary Report

The results of the quantitative study will be organized into a detailed summary report. This report will include, although it is not limited to, the following:

- Brand relevancy metrics in a competitive context and attitudinal measures of assets managed by NGPC and outdoor recreation in general.
- Estimations of potential and current consumers.
- A profile of segments of outdoor recreation consumers. Each recommended segmental profile will include:
  - Media preferences
  - Current activities
  - Crossover opportunities
- Current interactions with the NGPC products and services, overall and in relation to the audience segments.
- Recommendations regarding products and services for specific segments, including campers, park-goers, hunters, anglers, as well as non-consumptive participants.
- Recommendations on the best media to reach target audiences.
- Initial recommendations on positioning and messaging for NGPC overall, segments, and product/services; SMARInsights will include items to be further tested through research.

## *Phase 3: Qualitative Study*

The quantitative segment study will provide a rich understanding of the characteristics of each of the segments, what drives group membership, and what differentiates one segment from another. However,

this type of study and analysis can only go so far. It is important to hear from the consumers themselves directly. This is why we recommend adding a qualitative study to the project. For the assessment and development of communication strategies, we have found that qualitative sessions with key segments can serve to both greatly enrich the understanding of the group and its motivations as well as reactions to current and future creative strategies.

Of course, not all segments are of equal potential and not all will require this type of in-depth profiling. Rather, part of the strategic review with NGPC upon the completion of the segmentation effort will include a type of prioritization of segments for further study. It is our expectation that of the handful of produced segments, an initial set of groups will be identified as having the greatest potential. We propose doing a series of in-person focus groups, online focus groups or longitudinal focus groups with each of these pre-defined key segments. Respondents from the quantitative wave will be recontacted to recruit the sample necessary for these groups. We anticipate exploring their demographics, psychographics, motivations, media consumption habits, reactions to the current creative efforts, as well as creative concepts developed by SMARInsights targeted toward the segments generated in the quantitative study. The results of these sessions would be a detailed report of key strategies for each of these high potential groups.

SMARInsights has expertise in hosting focus groups in many different formats. Prior to the pandemic, in-person focus groups were the standard approach. Due to the pandemic and advancements in online meeting tools, SMARInsights moved to hosting the majority of its focus groups online and has continued to do so even after travel and meeting restrictions were lifted. SMARInsights also operates online, longitudinal focus groups that operate over the course of a few days and allow for longer periods of exposure and reflection from the respondents.

- **In-Person Focus Groups:** In-person focus groups provide the benefit of gathering consumers, the research team, and the client in one place to facilitate the discussion. This allows for more personal connection among the three groups and allows for more thorough debriefing among the research team and clients after the sessions.
- **Online Focus Groups:** These provide many of the benefits of traditional focus groups in that it is possible to see consumers as they respond, and to have a conversation to explore why they have specific reactions. A typical group has 8-10 participants, similar to an in-person group. A moderator follows a discussion outline to ensure desired topics are addressed, but also has the flexibility to follow the course of the discussion if it takes an actionable turn. The added benefit of online groups is that they allow participants from different geographies together in one group. This can be preferable to holding groups in a single city, where geography can influence the results. Online focus groups are also somewhat less expensive in that they do not require moderator or client travel.
- **Longitudinal Focus Groups:** This type of qualitative approach is facilitated through an online discussion board. This discussion board allows respondents to reply to a series of prompts or questions, like in a regular focus group. These discussions are asynchronous, meaning that participants can login on their own time (provided it fits within a specified time period of the study) to record their response instead of having to meet at a scheduled time. This added flexibility for respondents is more than just a convenience. It helps to capture the most accurate insights, as participants can carefully weigh responses, and be prompted to post by real-life occurrences and experiences instead of just by a calendar reminder. Another benefit to

longitudinal focus groups is scale, allowing for double the amount of respondents in comparison to online or in-person groups. The nature of the longitudinal study gives the moderator the ability to show text, audio, and visual creative to the respondents. These respondents do not see each other's posts to the discussion board, negating group bias, which only adds to their attractiveness.

- **One-on-One Interviews:** One-on-one interviews allow for a deeper discussion with a smaller overall sample. These interviews can provide additional layers of detail to the development of personas, which therefore can inspire more impactful marketing. These interviews are more time-intensive, however, and would result in a smaller sample than the focus group methods.

All of these qualitative approaches have unique advantages, and as such, it is important that the method chosen best fits with the objectives of the study. We recommend the use of either online or longitudinal focus groups because they are less restricted by geography. By hosting online groups, it will be easier to have representatives of the different regions of Nebraska. Since nearly 60% of the population of Nebraska live in the Metro region, the relatively sparse distribution of residents through the rest of the state could pose challenges to hosting meaningful in-person groups with the desired target segments. Longitudinal and general online focus groups avoid this issue and allow for residents from different regions of Nebraska to participate in the same discussion.

#### *Phase 4: Interactive Dashboard and Executive Summary*

Because SMARInsights only develops and delivers custom research, our reporting is targeted to clients' needs. Some DMOs prefer reporting with an exhaustive narrative, while others prefer snapshots of relevant data. For segmentation research, we have typically developed a detailed report on the segments and the process, but also documents that summarize the key elements of each segment. The objective is to create a versatile and easy-to-use toolkit for NGPC and its partners to guide messaging, connect deeper with current and potential consumers, and elevate the awareness and brand relevance of NGPC. With segmentation research, we often provide the information in multiple ways – to help the different audiences using the information. Examples are provided for reference, but we can customize the approach based on NGPC's needs.

- A detailed report that NGPC staff can review to understand how the segments were identified and how they work.
- A summary of the segments and their key characteristics as well as sample messaging and creative.
- Personas — a richer portrait of the segments to help drive creative and content development, with sample messaging and creative.
- Linking algorithms and look-alike programs that provide ways to “find” the segments from a media perspective.
- An interactive dashboard of data from the quantitative study

The depth of data pertaining to market segments will be rich with information. Because of this, SMARInsights will present the segmentation analysis in an interactive environment, an online dashboard. This would allow NGPC to drill down into the market segments for greater understanding of what each type of consumer audience is like in terms of demographics, media consumption, and outdoor recreational motivations. While SMARInsights will be ready and willing to provide insights and follow-up

support upon completion of the study, the dashboard gives life to the project thereafter, allowing the NGPC to dive in and find new uses for the data and results as needed

Additionally, at this stage of the study, we would compare the results back to the 2011 segmentation that NGPC hired SMARInsights to complete to observe how the market and segments have changed over time and in response to the pandemic. If NGPC elected to conduct additional years of this study with SMARInsights, the dashboard would be updated to be inclusive of each year of data.

Figure 1 below shows a real segment generated by SMARInsights in dashboard format. On this slide there is a wealth of information to help understand the individual consumers who make up the segment, including demographics, behaviors, attitudes, and motivations.

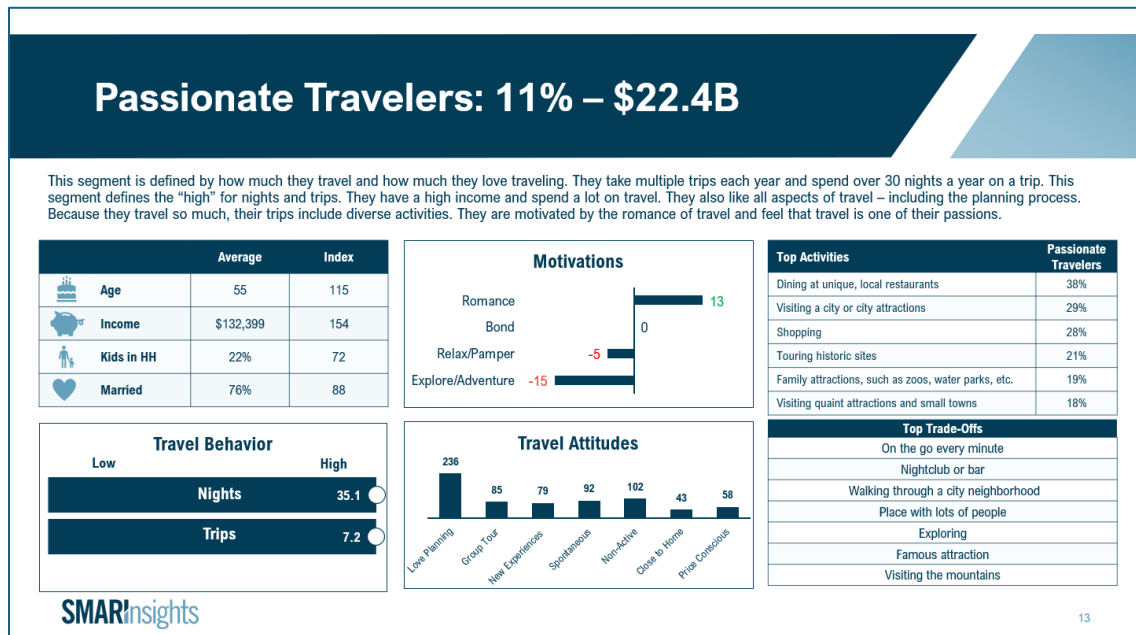


Figure 1

Rather than having to scroll through pages of tables to find the desired information about a specific segment, using an online dashboard streamlines the segmentation toolkit and allows users to quickly find the key motivational factors for each segment and use that information to inspire the creation of content that better speaks to the desired target segments. In addition to the detailed information about the segments, the dashboard will include information on ideal media channels for reaching each segment, and examples of visual creative that resonate with each segment.

Figure 2 below demonstrates how the interactive dashboard is capable of displaying motivations for outdoor recreation in the form of a word cloud and a table. This is one way in which the qualitative data from the second wave can be explored and displayed. NGPC staff members and partner agencies would be able to select the segments they wanted to see motivations for, and the chart and word cloud would update automatically to provide that information. Figure 2 is an example of what the most influential motivational factors are for the "Family Outdoors" segment. Expectedly, this group most frequently indicates that they participate in outdoor activities to spend time with their kids or grandkids, create

memories, and do things that their family enjoys. Additional filters can be applied to these results to further drill down into the data.

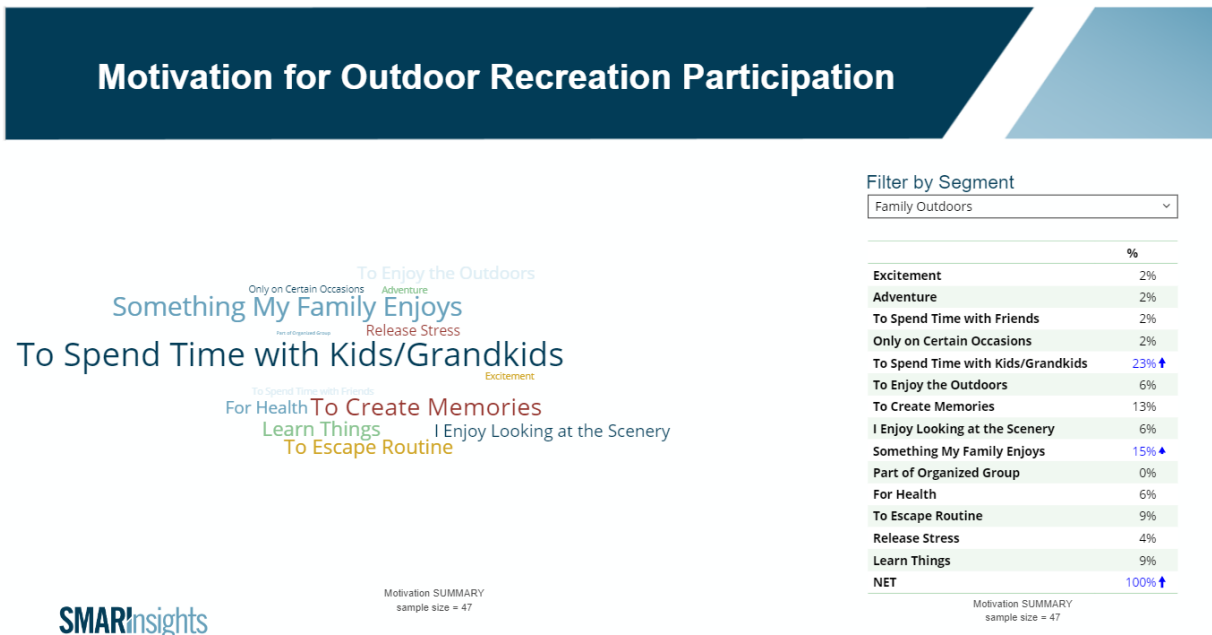


Figure 2

### Deliverables and Due Dates

There will be several deliverables from this research, which are detailed below – but the key deliverables will be a report at the end of the quantitative research and a report at the end of the total project. These reports will summarize the key findings from the research and include conclusions and recommendations for NGPC as to strategies and actions for implementation over the next two years.

- Summary report at end of quantitative including detailed information on segments, media, image and positioning.
- Recordings of all focus group sessions or transcripts from longitudinal focus group sessions
- A toolkit consisting of...
  - An interactive dashboard from quantitative wave.
  - A list of personas that paint a richer portrait of the segments to help drive creative and content development, with sample messaging and creative.
  - An executive summary of findings from both waves.
- Final report of findings with recommendations for positioning statement(s) and marketing to specific segments.
- In-person presentation of results.

The following is the recommended timeline for the study:

<b>ACTIVITY</b>	<b>TIMING</b>
Award of Contract	
Kick off Meeting/Conference Call	Project Week 1
Draft of Questionnaire for Quantitative	Project Week 2
Programmed Questionnaire for Testing	Project Week 3
Complete Data Collection	Project Week 6
Report on Quantitative Study	Project Week 8
Outline/Plan for Concept Testing	Project Week 9
Draft Moderator Guide for Focus Groups	Project Week 11
Complete Focus Groups	Project Week 12
Final Report	Project Week 15
Presentation of Results	TBD

*Table 1*

The proposed timeline outlined above is an estimation, and SMARInsights acknowledges that this timeline is likely to change. The timeline of the project is ultimately up to NGPC, and SMARInsights will complete objectives and deliverables to meet NGPC’s needs, as it has with all past clients. It is our experience that when projects are delayed or proposed delivery dates missed, it is a consequence of changes made by the client, and not the researchers.



# Attachment A - Technical Approach

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

Bidder Name: Strategic Marketing & Research Insights LLC

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

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

1	<p><b>Strategy Development:</b></p> <p>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.</p>
	<p>Bidder Response:</p> <p>SMARInsights is structured completely around the ability to provide customized research solutions to clients efficiently, effectively, and specifically suited to individual needs. Our business began to do research in the areas of tourism, leisure activities and attractions in 1990, and by 2013 we spun off Strategic Marketing &amp; Research Insights LLC to concentrate wholly on these topics. With over 30 years of experience in tourism and leisure, SMARI/SMARInsights has helped DMOs and leisure providers optimize their marketing efforts and messaging to better align with the motivations and expectations of their targeted visitors and consumers. Given the wide range of activities, attractions, and destinations that consumers have access to, it is becoming increasingly important that not</p>

only are the right people being targeted, but that the messages being used resonate with these current and potential consumers. SMARInsights has a proven track record of designing quality research that gets to the core of the client's needs, providing actionable and impactful suggestions, and continued support upon completion of the research.

We have worked with NGPC in the past, completing a market segmentation for the organization in 2011. Since 2011, there have been countless changes to society and how people engage with the activities they love. With the proliferation of internet-capable mobile devices and frequent usage of social media, consumers are constantly connected to digital worlds that broaden the possibilities of how they interact with their hobbies and passions. During the COVID-19 pandemic, these digital worlds became increasingly important and have remained important in the years following. These factors have shifted consumption behaviors across all activities, hence the importance of establishing a new market segmentation for NGPC to use to strengthen connections with its current and potential consumers and heighten brand awareness in the state of Nebraska. Given our past experience with NGPC and the 2011 segmentation, there are countless opportunities to enrich findings from this year's segmentation based on changes observed from 2011.

Based on the findings from this research, SMARInsights will help NGPC to reassess its current creative and outreach efforts, recommend communications tactics to strengthen the organization's marketing performance, and evaluate the potential impact of adopting new media channels and technologies.

To accomplish this, SMARInsights proposes a two-wave approach to the research. The first involves quantifying the key audiences and segmentation. The segmentation will categorize consumers based upon their participation and motivations in outdoor recreational activities, and the attitudes toward NGPC assets. Once segments are created, they will be analyzed for their value in growing outdoor recreational participation and determining what messages work for which groups.

Once the top groups and segments have been identified, we need to know more about them. The top audiences will be recontacted for a qualitative study (focus groups or longitudinal study) to enrich our understandings of who these people are, how they engage in outdoor recreation, and how they respond to concept creative and messaging generated based on the results from the quantitative phase.

The final section of the project focuses on the results, recommendations, and the toolkit. This final section includes the presentation of the final report, which will cover in detail the findings and recommendations.

SMARInsights has provided this type of support in the past to help the South Carolina Department of Parks, Recreation, and Tourism (SCPRT) to understand the effectiveness of its marketing to other organizations, who was visiting their parks, and which activities were broadly appealing in marketing, and which needed more specific targeting. This helped SCPRT to continue to optimize their marketing efforts and engage on deeper levels with its consumers.

2	<p><b>NGPC Consumer/Audience Research</b>  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.</p> <p>Bidder Response:</p> <p>SMARInsights will conduct a quantitative study among Nebraska residents using a sample of 2,000 respondents from national survey panels. This sample is large enough for use to derive granular information about subsets within the data. The questionnaire itself will include several types of questions including those regarding outdoor recreational participation and attitudes toward outdoor recreation, as well as demographic variables. Responses to these questions will allow SMARInsights to determine which residents are active customers, potential ones, and those uninterested in recreation.</p> <p>As mentioned, the survey will capture information on demographic information. Responses to questions about age, household income, ethnicity, occupation, marital status, presence of children in the household, and location (as determined by ZIP code) will be summarized for important subsets of current and potential customers. In addition to demographic analysis, attitudinal insights and outdoor recreational motivations will be included. Rather than only showing this information by urban and rural residents, we suggest incorporating it with the segmentation analysis, as detailed in the Technical Considerations &gt; Consumer Segmentation portion of the technical approach.</p> <p>SMARInsights has years of experience in analyzing audiences for many different clients. One in particular, as referenced in the case studies, is the study for Choose Chicago. Our client was interested in determining who to target following changes in perceptions of cities as a result of the pandemic. The segmentation was designed to accomplish several goals:</p> <ol style="list-style-type: none"> <li>1. Define segments through behavioral, attitudinal, and motivational variables based on traveler preferences;</li> <li>2. Identify and recommend segments that were likely to be most receptive to Choose Chicago’s messaging in the short-term and the long-term;</li> <li>3. Determine the volume of households represented by each segment;</li> <li>4. Provide information on the consumer journey for each segment, including media consumption tendencies, motivations and potential messaging.</li> </ol> <p>A quantitative study was conducted among 3,025 consumers, with regional and national quotas. Simmons-Nielsen-MRI travel questions were included to link the segments to</p>

	<p>relevant media data, and SMARInsights worked with Chicago’s media partner, the Spurrier Group, to connect the segments with media usage via MRI.</p> <p>A total of 8 segments were identified, and profiles of the segments were provided. Each profile included demographic information, key motivational identifiers, leisure trip behavior, key elements of an ideal city trip, attitudes about Chicago and a planning journey map.</p> <p>The survey helped identify groups of consumers who were not interested in visiting large cities – and would not be a good target. It also identified segments that had been interested in visiting cities in the past but were not yet ready to return.</p> <p>This information allowed Chicago to identify five key segments – three for immediate focus and an additional two to target as interest in visiting cities returned. This provided a focus for the immediate efforts and allowed Choose Chicago to focus limited resources in the best way to speed the post-pandemic recovery.</p> <p>Choose Chicago has continued to use the segments and develop creative and marketing efforts aimed at these five segments.</p> <p>While the Choose Chicago study focused on aligning consumer responses in the survey to Simmons-Nielsen-MRI travel questions, we are not recommending this approach for the study. Our questions will be more tailored to outdoor recreation.</p> <p>The key deliverables for the audience research will be a detailed report which will include information on each of the key segments and an interactive dashboard. The detailed report will include the information mentioned above (societal, generational, cultural, economic, recreational, and tourism and lifestyle values) as they pertain to segments and urban/rural customers. The dashboard will allow NGPC to view profiles of each segment and filter key datapoints to gain further understanding of consumers.</p>
3	<p><b>Understanding the Marketplace, NGPC Sportspersons and recreational trends:</b>  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.</p> <p>Bidder Response:</p> <p>Grounding any report with pre-existing data is powerful. Each study is typically best at focusing and answering questions on a singular subject. As such, the inclusion of other forms of data allows for those additional facets to be grounded in known truths. For instance, we will be</p>

	<p>surveying consumers about their outdoor recreational behavior and engagement with assets managed by NGPC. While the response will indicate what the current levels of participation are, it will be useful to leverage past studies and reports provided by NGPC to augment this data.</p> <p>In addition to providing context within the report itself, it is helpful to get a briefing using these reports and analysis early on in the process to better align what is asked in the quantitative and qualitative studies with prior data for easier application of the results. Not only does past data add context to our research, but the opposite needs to be true as well. SMARInsights will review NGPC studies prior to the writing of the questionnaire for the quantitative study to ensure this is accomplished.</p> <p>In addition to the studies and data provided by NGPC, SMARInsights can call upon past experience with parks departments and organizations to better inform the study and results. Our work with South Carolina Parks is one such study. The study focused on the impact of advertising in terms of park visits and awareness. The study identified trends of outdoor participants in myriad ways including park loyalty, origin market, transportation used, lodging, demographics, and, ultimately what they did in the parks.</p> <p>SMARInsights has the benefit of working with NGPC in the past. In 2011, SMARInsights conducted a study very similar to this one. Included in the study were questions about participation, motivations, and rationale for why people participate in outdoor recreation. These past findings can serve as the baseline for current trends, and potentially how activity levels and attitudes have changed over time.</p>
	<p><b>NGPC Audience Segmentation:</b>  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.</p>
4	<p>Bidder Response:</p> <p>As mentioned in the technical approach &gt; detailed work plan, the segments will be created by factor analysis based upon responses to question regarding the following:</p> <ol style="list-style-type: none"> <li>1. The types of outdoor recreational activities the respondents participate in and frequency of participation.</li> <li>2. Their motivations for participating in said activities.</li> <li>3. Their attitudes toward outdoor recreation and the assets that NGPC is responsible for.</li> </ol>

This process produces segments based on behavior, preference, and attitudes; items critical to what it means to belong in each audience. Once respondents are grouped, they can then be further analyzed with summaries of other aggregated bits of data. This data includes (but is not limited to) barriers to participation, other preferences to leisure time, and additional activities. This summary will include the proportion of Nebraskans and customers that are a part of which segment.

Identifying core and growth audiences is simple because motivations and attitudes towards NGPC and outdoor recreation is at the heart of the segments. We will simply calculate the propensity to participate in recreation and other positive behaviors with segments and locate the top audiences. In addition to motivations, we will be able to connect segments with visitation levels, allowing us to determine the audiences participating the most in outdoor recreation and licenses/permit holders.

This information will be included in a detailed report, summary report, and interactive online dashboard. The dashboard will allow the user to dive into the aforementioned details about each key market segment. An example of what might be included in the detailed report is included in Figure 1 shown below.

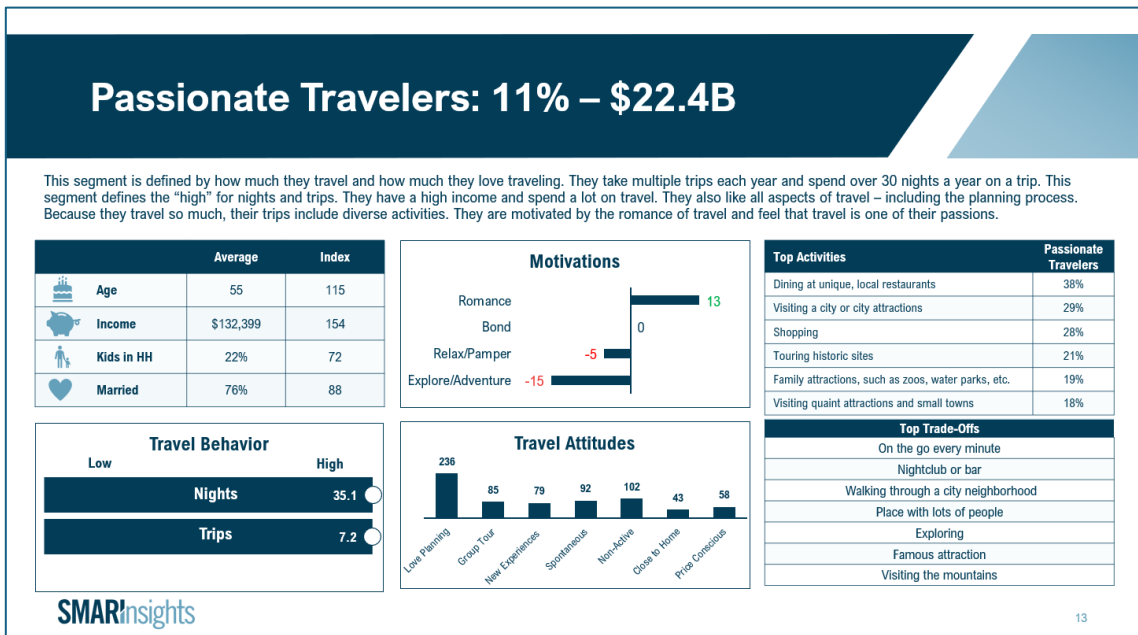


Figure 1

This example comes to us from the 2023 Missouri segmentation study. The key objectives of the study are fairly similar to that of this RFP: identify key segments in terms of their actions, motivations, and attitudes. Then, determine what types of creative and messaging needs to be used in order to motivate them to visit Missouri. The data in the latter portion of the study was obtained in a qualitative study, which included key segment respondents that were recontacted from the quantitative study.

5	<p><b>Marketing strategy and development:</b>  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.</p> <p>Bidder Response:</p> <p>Identifying the types of messaging that will evoke action and resonate is really a two-step process. First, as identified before, consumers need to be placed into segments. This is because each segment will behave and react differently to creative messaging, and the resulting impact will vary as well.</p> <p>In the same quantitative study, consumers will be asked questions pertaining to their media consumption habits and preferences toward creative. We are in a world of fragmented media. This means that it makes more sense to get insights into macro trends opposed to micro ones. We need to gauge how consumers use media on a high-level, by channel (this includes print, social media, and TV media habits). In addition to the forms of media used, respondents will be asked to react to imagery. This reaction to varying images will allow for insights into what images evoke what behaviors among which groups.</p> <p>This only gets us so far. Hearing from the key segments themselves will yield much richer information. Following the quantitative study, we are proposing a qualitative study. This could be in-person focus groups, online focus groups, or longitudinal study. While each of these approaches have different components, they all allow for consumers belonging to key segments to be asked questions in a live setting. This will yield information about what they like and dislike about media types, messages, and creative to further zero in on the media strategy.</p> <p>This approach will yield media consumption habits by segments, with correlations to reactions of varying imagery. These results will be summarized into a report outlining what creative executions need to be used to impact participation and awareness of the NGPC by groups (segments, consumptive and non-consumptive types).</p>
6	<p><b>Actionable recommendations for messaging, marketing, outreach:</b>  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.</p>

**Bidder Response:**

Results will be based on the overall sample and by segment. NGPC will be provided with a report covering the main insights of the overall project. But we know that accessing detailed information in a simple way adds longevity and utility to the information collected.

SMARInsights wants NGPC to be able to easily access the segmentation study in a way that allows for granularity without the need to dig into a written report. This is why SMARInsights will create an online dashboard tool that will act as the toolkit. The dashboard will allow for drilling into specific audiences and filtering for the specific needs of the user. The toolkit will include personas, which provide further context and richness for each of the segments, highlighting the opportunities and obstacles when communicating with each group.

An executive summary of the report will be assembled and provided to NGPC staff to cover the high-level findings from the study and recommended actions based on the findings. In the past, these recommendations have included retargeting media spend, developing new creative content, and other key pieces of strategy.

With more than 30 years of experience in leisure and tourism research, the SMARInsights team has a rich background in conducting this research and providing meaningful support to help clients understand their consumers better and implement media strategies that are more efficient and effective.



## II. TERMS AND CONDITIONS

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

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

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

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

### A. GENERAL

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

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:
			

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Nonnegotiable)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

**E. DISCOUNTS**

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

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DOB</i>			

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:
<i>DOB</i>			

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:
<i>DOB</i>			

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:
			

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:
			

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:
<i>JSB</i>			

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:
<i>JSB</i>			


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:
<i>JSB</i>			

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:
			

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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


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

**Q. ATTORNEY'S FEES**

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

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:
			

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:
			

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:
			

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:
			

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:
			


The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:



- a. if directed to do so by statute,
- b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
- g. Contractor intentionally discloses confidential information,
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**W. CONTRACT CLOSEOUT**

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


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

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

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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


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

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

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DBB</i>			

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:
<i>DBB</i>			

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:
<i>DBB</i>			

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE**

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

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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i><b>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</b></i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**4. EVIDENCE OF COVERAGE**

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

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

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

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

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

**5. DEVIATIONS**

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

**H. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>DBB</i>			

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:
<i>DBB</i>			

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:
<i>DBB</i>			

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:
<i>DSB</i>			

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:
<i>DSB</i>			

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:
<i>DSB</i>			

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:
<i>DSB</i>			

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:
			

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

**P. TIME IS OF THE ESSENCE**

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

## IV. PAYMENT


### A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

### B. TAXES (Nonnegotiable)

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

### C. INVOICES

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

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:
			

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:
			

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.

# Cost Proposal

## Marketing Research and Analysis

### Request for Proposal Number 6862 Z1

**Bidder Name:** Strategic Marketing & Research Insights, LLC

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

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

<b>MARKETING</b>				
	<b>Total Fixed Cost (Initial Term)</b>			
<b>1. NGPC Marketing and Consumer Research</b>	<b>\$ 12,000</b>			
<b>2. Research/Data Analysis and Summary and Review</b>	<b>\$ 12,000</b>			
<b>3. NGPC Audience Segmentation</b>	<b>\$ 12,000</b>			
<b>4. NGPC Marketing and Outreach Strategy</b>	<b>\$ 26,000</b>			
<b>5. Communications Toolkit Delivery and Project Presentation</b>	<b>\$ 10,000</b>			
<b>OPTIONAL ADDITIONAL SERVICES – HOURLY RATES</b>				
	<b>Initial Period Year One</b>	<b>Initial Period Year Two</b>	<b>Optional Renewal One Year Three</b>	<b>Optional Renewal Two Year Four</b>
<b>Additional Marketing/Creative Work Hourly Rate</b>	\$	\$	\$	\$
<b>Other (Please specify)</b>	\$	\$	\$	\$