# Pesponse To PATO

# 6862 Z1

SMITH KROEGER MARCH 12, 2024



#### **EXECUTIVE SUMMARY**

#### To the Nebraska Game & Parks Commission,

Thank you for the opportunity to submit our proposal for this important project. Personally, as an avid outdoorsman I know first hand the value of what you provide the state with the management and enhancement of our shared natural resources. Our majority owner at Smith Kroeger and longtime Publisher of The Omaha World Herald, Terry Kroeger, is a regular donor to the Game and Parks Foundation, and is acutely aware of your economic impact to the state and Importance to attracting tourists and residents to the state.

In our proposal, you'll find that the tasks you've laid out correspond perfectly to our FIDO process: Foundation, Ideation, Delivery and Optimization. This is a process that incorporates research at the beginning to set a strong foundation for ideation and ultimately, delivery. We are also equipped to optimize campaign creative, strategy and communication planning post-launch. Our process results in authentic and impactful campaigns with positive client feedback.

Beyond our experience with the process needed to carry out these tasks, we have a 13-year history of supporting the Nebraska Lottery, a state agency under the Nebraska Department of Revenue, so we are no stranger to the compliance requirements of state contracts.

Smith Kroeger's team of researchers, strategic-messaging specialists, communication planners and creative experts are excited to begin this work for you and get more Nebraskans out Beneath Nebraska Skies.

Our overall approach to any client engagement is always based on the core values that have helped us create over 60 years of successful relationships and growth for both our company and our clients. This management approach isn't just standard operating procedure, it's about the perspective we have when we take on new challenges. Our current clients value our results-oriented approach and we look forward to bringing it to the work we do for the Nebraska Game & Parks Commission.



**INTEGRITY** Always do the right thing.



RESPECT
Always treat our team, clients and vendors respectfully.



Be a problem solver and bring ideas to the table.



VALUE IN TIME EFFICIENCY Use time wisely to deliver value for our clients and ourselves.



STEWARDSHIP
Support the community
and do what's possible
to make the world a
better place.



PARTNERSHIP
Foster new
relationships and
continually strive to
help our clients prosper.



DIVERSITY, EQUITY AND INCLUSION Create opportunities for growth and

leadership together.

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#### 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:
BS			

- 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;
  - 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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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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:
BS			

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:
BS			

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

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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:
BS			

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:
BS			

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:
BS			

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:
BS			

#### 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.

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#### Q. ATTORNEY'S FEES

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

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:

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

#### W. CONTRACT CLOSEOUT

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

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

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

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,
- 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:
BS			

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 <a href="https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf">https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf</a>
- 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:
BS			

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.

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#### E. PERMITS, REGULATIONS, LAWS

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

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:
BS			

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:
	BS		Alternative coverage for two line items proposed in attached document "RFP 6862 ZI, Smith Kroeger, File 2 of 4_Alternative Response for Section III. Contractor Duties, G. Insurance Requirements.pdf."

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

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

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

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

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

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

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

#### 1. WORKERS' COMPENSATION INSURANCE

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

#### 2. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
If higher limits are required, the Umbrella/Excess Lial	bility limits are allowed to satisfy the higher limit
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical
Qualification Under Nebraska Excess Fund	Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party	\$1,000,000
Fidelity	Nacif Valid 10
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of	\$5,000,000
Service, Remediation, Fines and Penalties	
MANDATORY COI SUBROGATION WAIVER LANGU	50 (CO) (CO)
"Workers' Compensation policy shall include a waiver o	of subrogation in favor of the State of Nebraska."
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile	e 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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:
BS			

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:	
BS				

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

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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:
BS			

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.

1.

CORPORATE OVERVIEW



# 1. CORPORATE OVERVIEW

#### A. BIDDER IDENTIFICATION AND INFORMATION

Full company name: Smith Kaplan Allen & Reynolds Advertising Agency,

d.b.a. Smith Kroeger

**Entity organization:** S corporation **State incorporated:** Nebraska

Year first organized to do business: 1962

Name changes: Originally Smith Kaplan, then Smith Kaplan Allen & Reynolds

Advertising Agency, now doing business as Smith Kroeger.

#### **B. FINANCIAL STATEMENTS**

These documents are submitted with the file name "RFP 6862 Z1", Smith Kroeger, File 4 of 4\_Financial Statements\_PROPRIETARY INFORMATION."

#### C. CHANGE OF OWNERSHIP

No change in ownership is anticipated during the 12 months following the proposal's due date.

#### D. OFFICE LOCATION

The office location responsible for performance on this contract is located at: Smith Kroeger

111 S. 108th Ave.

Omaha, NE 68154

#### **E. RELATIONSHIPS WITH THE STATE**

Smith Kroeger currently has a contract with the Nebraska Lottery to supply advertising and marketing services. The contract was awarded for a five- (5) year period beginning July 1, 2022, and ending June 30, 2027, with three (3) one-year options, which may be exercised at the discretion of the Nebraska Lottery with the approval of the Tax Commissioner. This is the third time Smith Kroeger has been awarded the contract, making the relationship between the firm and the Nebraska Lottery date back to 2009.

As we understand it, there is no specific document number because the Lottery handles its contracts internally.

#### F. BIDDER'S EMPLOYEE RELATIONS TO STATE

Neither Smith Kroeger nor any person having a substantial interest in Smith Kroeger was, or is, an employee of the state during the past 12 months.

#### **G. CONTRACT PERFORMANCE**

Smith Kroeger has not had any contract terminated for default or prior to contract/project end due to any other factors during the past five years.

Any other client relationships that ended within the past five years did so after the conclusion of a fulfilled contract or campaign period.

#### H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Please see next page for a matrix of Smith Kroeger's previous projects similar to this Request for Proposal in size, scope and complexity. Following this matrix, we have chosen three narrative project descriptions that closely align with the requirements and scope of this RFP.

		et Interviews	/ ,	/ ,	Assessed Contenting	, Delivery Structers (Compaign	ا ر
		er Intervie	search	neights	Nessage C	Delivery	Content
	Stakehol	e Interview Market	Andience Andience	cardegic	Campaig	Campaign	ř
Advanced Dental Sleep Treatment Center	x	x		x	×	×	
Aksarben Foundation	x	x		x			
InternNE	x	x		x			
Ashline Financial	х	x		x			
Banyan Medical Solutions	х	×		x	×	×	
Baxter Auto	х	×	x	x	x	×	
Boy Scouts of America, Mid-America Council	x	x	x	x	x	×	
Bridgepoint Investment Banking	x	x		x	x	х	
Children's Respite Care Center	x	x	x	x	x		
CNB Custody	x	×	x	x	×	×	
The Arbordale	x	x	x	x	x	×	
Harrison Financial Services	х	x					
i3Bank	х	×	х	x	x	x	
Intern Omaha							
Keith County Area Development	х	x	x	x	x		
Bluestem Capital	х	x	x	x			
Lake Cunningham Development Trust	х	×		x	×		
Nebraska Lottery			x	x	x	×	
Neighborhood Community Pantry	х	x	х	x	x		
Noddle Companies	х	x	х	x	x		
Notre Dame Sisters	x	x	х	x	x	×	
Omaha Public Power District			x	x	x	x	
Pup-eeze	x	x	х				
Standard Iron	х			x			
Telos Wealth Advisors	х			x			
White Lotus Group	x	x	x	x			

# NARRATIVE PROJECT DESCRIPTION 1: KEITH COUNTY

a. Time period of the project: July 2022-July 2023

b. Scheduled and actual completion date: July 2023 Planned and actual budget: \$24,580

c. Scope of Work: In late 2021, Smith Kroeger won a competitive RFP to build out a brand architecture for Keith County, Nebraska. The goal was to create a cohesive, unified graphic program that would promote everything in the county, not just water-based recreation at the well known Lake McConaughy.

Smith Kroeger conducted stakeholder interviews, online marketplace research of similar entities/campaigns and social and communications audits. From this research, we crafted a brand and messaging report that formed the foundation of the resulting suite of brand iconography and architecture for the different tourism sites in Keith County.

This case history is similar to this NGPC project in that:

- it required gathering data in the interviewing of key stakeholders who have personal insight into the communication challenge at hand and experience within the target audience.
- it involved taking some existing items that were working and building on them while creating consistent visuals and messaging that we gleaned from the interviews.
- the graphic lexicon had to be authentic to the audience.
- numerous community stakeholders were involved.
- the program needed to be inclusive of diverse districts/towns.
- it involved a branding guide with messaging that everyone would use when promoting their attraction.



**Parent Brand Logo** 















**County Entity Brands** 



**Tourism Brand** 



#### d. Customer name:

Molly Jeffres, Community Development Coordinator Keith County Area Development molly.jeffres@kcad.org

Office: (308) 284-6623 Fax: (308) 284-6277

Mary Wilson, Executive Director Keith County Area Development mary.wilson@kcad.org Office: (308) 284-6623

Fax: (308) 284-6277

**e. Prime/Subcontractor:** This work was done as the prime contractor with no subs.

# NARRATIVE PROJECT DESCRIPTION 2: LAKE CUNNINGHAM

a. Time period of the project: January 2020 - Ongoing

**b. Scheduled and actual completion date:** Ongoing **Planned and actual budget:** \$50,000

c. Scope of Work: In 2020, Smith Kroeger was tasked with refreshing the brand of Omaha's Glenn Cunningham Lake, the classic North Omaha attraction that had gone through an extensive, five-year physical renovation. The project involved not only creating a new parent logo that communicated the Lake's overall rebirth, but also a series of logo variations that branded special events, a full suite of collateral materials, website design, as well as a full signage and wayfinding program.

We developed an overarching brand that combined the historic icon of the striped lighthouse with the new naming device, "The C." This construction allowed for different icons to take the center place in the "C," communicating other features of the park such as camping, frisbee golf, boating and equestrian interaction. The new brand program allowed for promotion of different events like the "C Monster Run" and "Rock the C".

This case history is similar to this NGPC project in that:

- the program needed to be inclusive of diverse audiences across the state.
- it involved the creation of consistent visuals that are flexible to work across a media, messaging, and audience.
- it involved getting current users of the resources at Lake Cunningham but also engaging new users to give them a try.
- it involved using new technologies to engage and enhance visitors, so they frequent them again. In this case it was creating video that was able to be engaged with via QR codes on each hole of the frisbee golf course for example.



**New Parent Brand Logo** 









**Activity Logos** 







**Event Logos** 















#### SIGNAGE AND WAYFINDING

#### d. Customer name:

Brook Bench, Executive Director Lake Cunningham Developmental Trust bbench@lakecunningham.org 1-531-201-5251

**e. Prime/Subcontractor:** This work was done as the prime contractor with no subs.

# NARRATIVE PROJECT DESCRIPTION 3: NEBRASKA LOTTERY

- a. Time period of the project: January-December 2020
- b. Scheduled and actual completion date: December 2020
  Planned and actual budget: Smith Kroeger is on a yearly creative retainer with this client, so there was no "budget" per se for this project.
- c. Scope of Work: As the ad agency of record for the Nebraska Lottery, one of Smith Kroeger's regular responsibilities is to develop consistent messaging about the Lottery's beneficiary activities. About 25¢ of every dollar spent on Lottery tickets goes back to Nebraska and is used to protect the state's environment, provide need-based scholarships and support the State Fair.

For the print ad campaign shown on the next pages, Smith Kroeger was given access to the Lottery's yearly research on player opinions about its beneficiary mission, and used these findings to create a very simple and graphically powerful series of messages. They ran in state magazines and social media for several years and received much positive feedback from players.

This case history is similar to this NGPC project in that:

- it involved using secondary data to shape the message and creation of consistent visuals that are flexible to work across media, messaging, and audience.
- it was about raising brand awareness of NE Lottery and all the good that it does for the state.
- the campaign needed to build upon existing messaging.
- the campaign's creative executions must be relatable to all Nebraskans.
- the graphic lexicon had to be authentic to the audience.
- the program needed to be inclusive of diverse Nebraska audiences.



**Beneficiary Print Ad Series** 





#### d. Customer name:

Jill Marshall, Marketing Manager Nebraska Lottery jill.marshall@nebraska.gov Office Phone: (402) 471-6122

**e. Prime/Subcontractor:** This work was done as the prime contractor with no subs.

#### ii.

No subcontractors used on these three narratives.

#### iii.

No subcontractors used on these three narratives.

#### iv.

Smith Kroeger has 61 years of experience in professional marketing research, analysis, communication planning and creating communications campaigns utilizing a variety of media. In the three narratives (described in H) it demonstrates experience in outdoor recreation and consumer engagement across the state of Nebraska.

- a. Smith Kroeger is uniquely qualified to provide services meeting the NGPC objectives and a broad range of constituents. As mentioned in the Executive Summary the project lead, Brett Snead, has hunted, hiked, and boated across the state of Nebraska and is a landowner. He understands the value of NGPC and will be directing the team at the agency that will be developing and deploying the survey and delivering the findings to the NGPC. He will also be overseeing the creating of the toolkit that will be a resource for NGPC across the state.
- b. We highlighted two examples (Keith County and Lake Cunningham Narratives) that show recent or ongoing work in the outdoor recreation field using data, developing messaging that speaks to a diverse audience and those messages were created to be used in a variety of mediums.

## I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

#### Management Approach for this Project

Our management approach for this project will be built on FIDO, our time-tested strategic messaging and branding process, which then rolls out seamlessly into campaign concept execution. The FIDO process, which stands for Foundation, Ideation, Delivery and Optimization, is a trusted management approach for this project not only because each team member has specific experience and expertise in one or more of these areas, but also because it fits perfectly in the project task requirements.

Smith Kroeger's FIDO process provides specific benefits for NGPC in regards to this project:

- Proven results and positive feedback from past clients
   This proven process has been iterated on for different clients and circumstances and is adaptable to this project.
- **2. Confidence in planning** There is no wasted time working to figure out what the next steps should be.
- **3. Consistent logistical expectations** Expected time and budget amounts can be relied upon as we've gone through these steps before.
- **4. Reduced onboarding and training time** Team members know the drill on these kinds of projects and would onboard quickly.

The account supervisor and account manager will oversee the process from start to finish but have particular direction and management over the Foundation step and overall timeline and project management.

As we have done from time to time with clients like the NE Lottery where a larger scale market research project, in this case the development and deployment of the survey, we have contracted out to a Omaha based market research firm to assist us with this portion. We will be heavily involved.

The Foundation phase includes strong management over:

- Budget
- Timeline
- Strategic research
- · Clear communications to the client and among internal team
- · Messaging report creation, quality assurance and feedback
- · Client feedback communication

The Ideation phase will also be lead by the account manager, but receives significant support on strategic elements from the creative and media directors. These directors will supply what creative and communication strategies would be recommended based on the messaging report created during the Foundation phase.

During the Ideation phase, we will also consult with vendors to secure not only best pricing, but also recommendations on any new or emerging tactics or technology that can be leveraged to support the campaign.

The Ideation phase includes strong management over:

- Timeline
- · Strategic direction based on research
- · Creative concepting
- Media and communications strategy
- · Expert negotiating among strategic media partners
- · Client approvals and feedback communication

The Delivery phase is when marketing and outreach strategy is drafted. The overall positioning statement, primary and secondary messaging for overall NGPC as well as individual segments and the media mix to use to reach the various audiences. This is also where the communication guide/tool kit for NGPC is developed as well as the executive summary and in person presentation.

The Delivery phase includes strong management over:

- · Campaign content
- Execution of deliverables based on approved campaign concept
- · Finalization of communications and media plans
- Budgeting
- Quality assurance on communication and creative deliverables
- · Client approvals and feedback communication

The Optimization will happen if NGPC chooses to have Smith Kroeger deliver the messaging provided in the RFP. The Smith Kroeger team will remain dedicated to optimizing the campaign through additional creative development as needed and with regard to media and communication optimization. We employ a media metrics dashboard through Ninjacat that can report in real time how media tactics are performing against key performance indicators (click-through rate, number of impressions, cost per click, video completion rate, email opens, etc.). We measure pacing of campaigns every week and will recommend any optimizations during the campaign, not just in monthly reports.

The Optimization phase includes strong management over:

- · Campaign delivery KPIs
- · Client communication on tactical performance
- Strategic recommendations for campaign improvement and optimization
- Open communication and feedback with client

#### **Personnel Approach**

The following individuals are Smith Kroeger team members who would work on this project if we are awarded the contract.

Each team member has experience in strategic messaging projects, including one or more of the following:

- Researching among stakeholders, in the marketplace or for messaging channels
- Translating those research findings into communication, creative or media strategy
- Creating campaign communication deliverables (creative assets, media plans, messaging materials) in line with the approved strategy
- Optimizing campaign delivery over time through either iterative creative or optimized media implementations

#### Sara Wilson President

#### Brett Snead Sr. VP of Business Development

_	_		
Account Service / PR	Digital & Media	Art	Copywriting
Nate Hofmann Dave Klemencic		Mike Duman	Greg Ahrens
Account Manager	Chief Operating Officer	EVP, Co-Creative Director	EVP, Co-Creative Director
<b>Kelli Zieg</b> Project Manager	Lauren Gilmore Director, Media Planning & Buying	Liz Scott Senior Art Director & Motion Designer	Mark Carpenter EVP, Creative Strategy
	James West  Digital Marketing Team Lead	Chase Gronenthal Art Director	Olivia Murphy Writer/Producer
	Carlie Stevens Digital Marketing Specialist	Randy Schnackenberg Production Manager	Kathleen Durkin Proofer & Editor
	Colin Comerford Digital Marketing Specialist		

#### **TEAM LEADERSHIP**

Sara Wilson, president

Primary work assigned: Leadership of account management and public relations departments, direct internal team on client deliverables and overall project strategy and process

Brett Snead, sr vp of business development

Primary work assigned: Account development and relations

Dave Klemencic, chief operating officer

Primary work assigned: Leadership of digital and media departments, media strategy and activation

Mike Duman, co-creative director

Primary work assigned: Leadership of design team, lead campaign concept direction and campaign content visual strategy

Greg Ahrens, co-creative director

Primary work assigned: Leadership of copywriting and messaging team, lead campaign messaging direction and campaign content strategy

#### INTERFACE AND SUPPORT FUNCTIONS

The following team members interface directly with Sara Wilson to coordinate account strategy, deliverables, planning, internal team management and client interaction.

Nate Hofmann, account manager

Primary work assigned: Main client point of contact, internal team coordinator, brand strategy

Kelli Zieg, project manager

Primary work assigned: Project management, internal deadline coordination

The following team members interface directly with Dave Klemencic to create media strategies, tactical recommendations, campaign optimizations and report and analytic processes.

Lauren Gilmore, media director

Primary work assigned: Media planning, communication channel strategy, vendor management, media buying

James West, digital team lead

Primary work assigned: Management of digital media team, overall digital strategy direction and implementation

Carlie Stevens, digital marketing specialist

Primary work assigned: Campaign pacing, digital media placement and management

Colin Comerford, digital marketing specialist

Primary work assigned: Campaign metrics reporting, digital media placement and management

The following team members interface directly with Mike Duman to determine creative strategy, key visual messaging, design concept options and final campaign content.

Liz Scott, senior art director and motion designer

Primary work assigned: Creative design concepting, campaign design content development

Chase Gronenthal, art director

Primary work assigned: Creative design concepting, campaign design content development

Randy Schnackenberg, production manager

Primary work assigned: Traffic coordination, creative deadline management, production management (printing, materials, etc.)

The following team members would interface directly with Greg Ahrens to determine messaging strategy and campaign content.

Mark Carpenter, executive vice president, creative strategy

Primary work assigned: Creative concepting, campaign copywriting

Olivia Murphy, copywriter

Primary work assigned: campaign content messaging and copywriting development

Kathleen Durkin, proofreader

Primary work assigned: Proofreading, quality assurance

**ACCOUNT & PROJECT MANAGEMENT** 

#### Sara Wilson

President

#### **Work Experience**

2024: President, Smith Kroeger, Omaha, NE

2019-2023: EVP, Client Services & PR, Smith Kroeger

2017-2018: VP, Account Services & PR, Smith Kroeger

2015-2016: Account Manager, Smith Kroeger (formerly SKAR) 2014-2015: Account Executive, Focused Image, Falls Church, VA

2012-2014: Account Coordinator, Focused Image, Falls Church



Sara has conducted similar brand and messaging engagements for the Aksarben Foundation, Addx Corporation, Banyan Medical Solutions, Bluestem Capital Partners, Children's Respite Care Center, Constellation West, CNB Custody, Dodge Partners Insurance, East Texas Medical Center Regional Healthcare System, Essex Communities, FNBO, Fulcrum Co., i3 Bank, Keith County Area Development, Nebraska Dairy Association, Nebraska Tech Collaborative, Neighborgood Community Pantry, Omaha Public Power District, White Lotus Group & more.

Her areas of expertise that would contribute to this process include: account management & planning, brand & marketing strategy, integrated communications, advertising, project management, social media strategy, PR & strategic research.

#### Academic Background, Degrees and Professional Certifications

- Bachelor of Science in Business Administration in Marketing (Highest Distinction) and Bachelor of Journalism in Advertising and Public Relations (High Distinction) University of Nebraska-Lincoln
- · Leadership Omaha, Class 45 Graduate

#### References

Jackie Ostrowicki

University of Nebraska System AVP, Director of Marketing 3835 Holdrege St Lincoln, NE 68583 (402) 472-7130 jostrowicki@nebraska.edu Sally Christensen

FNBO Senior Director, PR 1601 Dodge St Omaha, NE 68102 (402) 871-1933 schristensen@fnbo.com **Julie Shiller** 

Aksarben Foundation Chief of Staff 2120 S. 72nd St, Suite 800 Omaha, NE 68124 (402) 554-9600 julie@aksarben.org

**ACCOUNT & PROJECT MANAGEMENT** 

#### **Brett Snead**

Senior VP for Business Development

#### **Work Experience**

2024: Senior VP for Business Development, Smith Kroeger, Omaha, NE

2022 - 2023: Business Development & Senior Account Manager,

Smith Kroeger, Omaha

2022 - 2024: Sales Manager (Embedded on Rural Media team, Omaha)

2007 - 2022: Director of Advertising Department, Omaha World-Herald, Omaha

2006 - 2007: Director of Advertising, The Daily NonPareil, Council Bluffs, IA

2004 - 2006: Director of Advertising, The Lexington Herald Leader, Lexington, KY

1991 - 2004: Account Executive, Sales Manager, The Kansas City Star, Kansas City, MO

#### **Understanding of the Process**

Brett has extensive experience directing internal teams that serve top-level clients in many industries. His use of market research to guide decision-making, his ability to clearly communicate with his accounts and his mastery of social and traditional media, uniquely qualify Brett to manage the execution of this project. In addition, he is a hunter, a fisherman and an avid outdoorsman who has enjoyed these activities in Nebraska and many other states.

His areas of expertise that would contribute to this process include: account management, brand strategy, account planning, marketing strategy, integrated communications, advertising, project management, social media strategy, strategic research

#### **Academic Background, Degrees and Professional Certifications**

- · Bachelor of Science in Journalism, University of Kansas
- · Associate of Arts, Johnson County Community College
- · Kellogg School of Management Leading High Impact Teams
- The American Press Institute Executive Development Program

#### References

Tim Moan Rural Media Group CEO 17445 Arbor St. Omaha, NE 68130 (402) 699-2894

tim@rfdtv.com

Scott Carr
Digital iHeart Media
Division VP of Sales
5010 Underwood Ave
Omaha, NE 68132
(952) 454-1477
scott.andrewcarr@gmail.com

Thom Kastrup
Better Business Bureau
Senior VP
11811 P Street
Omaha, NE 68137
(402) 290-3792

**ACCOUNT & PROJECT MANAGEMENT** 

#### **Nate Hofmann**

**Account Manager** 

#### **Work Experience**

2022-Present: Key Account Specialist and Account Manager, Smith Kroeger, Omaha, NE 2018-2020: Production Manager, Eurowood Custom Cabinets, Omaha



Nate has conducted similar brand and messaging engagements for Baxter Auto Group, Banyan Medical Solutions, Bridgepoint Investment Bank, Homecare Advocacy Network & Westside Community Schools Foundation.

His areas of expertise that would contribute to this process include: project & account management, brand strategy, marketing strategy, integrated communications, advertising, social media strategy & strategic research.

#### Academic Background, Degrees and Professional Certifications

- · Bachelor of Science in Business Administration, University of Nebraska-Lincoln
- · Bachelor of Journalism, University of Nebraska-Lincoln
- · Master of Behavioral and Decision Sciences, University of Pennsylvania

#### References

Tyler Paskach Eurowood Cabinets President Omaha, NE (402) 516-2266 Sarah Rottenberg
School of Design
University of Pennsylvania
IPD Executive Director
Philadelphia, PA
Srot@design.upenn.edu

Dr. Amy Struthers
University of Nebraska
– Lincoln, College of
Journalism & Mass
Communications
Professor, Former Interim Dean
Lincoln, NE
(402) 472-3041

**ACCOUNT & PROJECT MANAGEMENT** 

#### Kelli Zieg

**Project Manager** 

#### **Work Experience**

2022-Present: Project Manager, Smith Kroeger, Omaha, NE 2021-2022: Account Coordinator, Smith Kroeger, Omaha 2018-2021: Marketing Project Manager, Omaha Performing Arts, Omaha 2014-2018: Traffic Coordinator, Omaha Performing Arts, Omaha 2007-2014: Traffic Coordinator, Oriental Trading Company, Omaha

#### **Understanding of the Process**

As the overall project manager for the agency, Kelli conducts similar brand and messaging engagements for all of Smith Kroeger's clients.

Her areas of expertise that would contribute to this process include: project management, account management, integrated communications & advertising.

#### Academic Background, Degrees and Professional Certifications

 Bachelor of Journalism in Advertising with Emphasis in Public Relations, University of Nebraska-Lincoln

#### References

Courtney Mattern Buildertrend Director, Content and Brand 11818 I St. Omaha, NE 68137 (402) 649-277 Gabriella Roenfeld Sojern Client Success Manager 18135 Burke St. 3rd Floor Elkhorn, NE 68022 (402) 981-6862 Jade Dyer Boys Town Graphic Designer 14100 Crawford St. Boys Town, Omaha, NE 68010 (402) 850-5151

TRADITIONAL, DIGITAL & WEB MEDIA

#### **Dave Klemencic**

**Chief Operating Officer** 

#### **Work Experience**

2024: COO, Smith Kroeger, Omaha, NE

2021-2023: EVP, Media & Digital Strategy, Smith Kroeger, Omaha

2019-2021: VP of Digital Strategy & Operations, Smith Kroeger, Omaha

2012-2019: Director of Digital Advertising Operations, BH Media Group, Richmond, VA

2008-2012: Advertising Operations Manager, Media General, Richmond

2006-2008: National Accounts Analyst, Apex Systems, Richmond

#### **Understanding of the Process**

Dave has conducted similar brand and messaging engagements for Baxter Auto Group, Gregg Young Chevrolet, Tom Dinsdale Auto, Nebraska Lottery, Boss Truck Shops, Pump & Pantry, Omaha MECA (The RiverFront, Charles Schwab Field, CHI Health Center Arena), Bridgepoint Investment Banking, Omaha World-Herald, Richmond Times-Dispatch, Community Care College, Clary Sage College, Chief Industries, University of Nebraska System, Omaha Public Power District & Banyan Medical Solutions.

His areas of expertise that would contribute to this process include: digital strategy, digital platform online advertising management, project management, web marketing strategy & analytics, web design, freelance art, illustration, digital/traditional media & website development team leadership, vendor relationship development/management, operational & billing workflow support, technical troubleshooting of digital/web development systems & platforms.

#### Academic Background, Degrees and Professional Certifications

- · BFA, Virginia Commonwealth University, Richmond
- Squared Online Executive Leadership Digital Transformation Program, 2019

#### References

#### **Thom Kastrup**

Better Business Bureau VP of Marketing 11811 P St. Omaha, NE 68137 (402) 898-8553

#### **Courtney Goldenberg**

Baxter Auto Group Marketing Director 17225 Burt St. Omaha, NE 68118 (402) 490-9471

#### Mark Nelsen

Boss Truck Shops, Inc. Assistant Director of Marketing 1607 South Locust St., Suite A Grand Island, NE 68801 (308) 218-2428

TRADITIONAL, DIGITAL & WEB MEDIA

#### Lauren Gilmore

Director, Media Planning & Buying

#### **Work Experience**

2021-Present: Director of Media Planning & Buying,

Smith Kroeger, Omaha, NE

2019-2021: Senior Media Planner/Buyer, Smith Kroeger, Omaha

2018-2019: Senior Media Planner/Buyer, SKAR Advertising

2014-2018: Media Planner/Buyer, SKAR Advertising 2011-2014: Media Coordinator, SKAR Advertising

#### **Understanding of the Process**

Lauren has conducted similar brand and messaging media engagements for Nebraska Lottery, Baxter Auto Group, Gogue Performing Arts Center, OPPD, Kroc Center Omaha, The Salvation Army, Nebraska Humane Society, Reliable 1, Sid Dillon Auto, USGA, Tom Dinsdale Automotive, Gregg Young Auto, The Kim Foundation, HCAN, Essex Communities, Advanced Dental Sleep Treatment, American National Bank, i3 Bank, Mid-America Council (BSA), Godfather's Pizza, East Texas Medical Center & Sue Bee Honey.

Her areas of expertise that would contribute to this process include: media strategy, media planning, media buying, client management & research.

#### **Academic Background, Degrees and Professional Certifications**

• Bachelor of Arts in International Communications: Advertising/Public Relations with a second major in Spanish, Texas Christian University, Fort Worth, TX

#### References

#### Kara Ficke

We Care for Kids Initiative Campaign Manager 1001 S 40th St. Lincoln, NE 68510 (402) 226-6500

#### Lauren Huber

Formerly of Clark Creative Head of Account Service 17628 Jones St. Omaha, NE 68118 (402) 301-3852

#### Tiffany Harger

Lamar Outdoor Adv. Executive 4849 G St Omaha, NE 68117 (402) 290-4371

TRADITIONAL, DIGITAL & WEB MEDIA

#### **James West**

Digital Marketing Team Lead

#### **Work Experience**

2022-Present: Digital Marketing Team Lead,

Smith Kroeger, Omaha, NE

2021-2022: Digital Media Specialist, Smith Kroeger, Omaha

2019-2020: Global New Business Associate, FCB Global, New York City, NY

2017-2019: Account Executive, The Marketing Arm, New York City

#### **Understanding of the Process**

James has conducted similar brand and messaging digital media engagements for University of Nebraska System, Nebraska Lottery, Baxter Auto Group, Omaha Public Power District, SNICKERS, Starburst, ExxonMobil, Blue Diamond, Philips, BMW, Ameriprise Financial & Bosselman Enterprises.

His areas of expertise that would contribute to this process include: digital strategy, programmatic display, native, OTT/CTV, paid search/Google Ads, social media, project management, web-marketing strategy & web analytics

#### Academic Background, Degrees and Professional Certifications

· Bachelor of Journalism, University of Missouri-Columbia

#### References

Cory Frame

FCB New York Associate Creative Director 1 South 1st St. Brooklyn, NY 11249 (330) 224-3968 **Kirsten Smith** 

Baxter Auto Group Brand Manager 14931 Binney St. Omaha, NE 68116 (402) 990-8098 **Dave Klemencic** 

Smith Kroeger COO, Digital Media & Strategy III S. 108th Ave. Omaha, NE 68154 (804) 484-4388

TRADITIONAL, DIGITAL & WEB MEDIA

#### **Carlie Stevens**

Digital Marketing Specialist

#### **Work Experience**

2021-Present: Digital Marketing Specialist,

Smith Kroeger, Omaha, NE

2020-2021: Marketing Director, Visiting Angels, Omaha

2019-2020: Marketing Director, The Set Me Free Project, Omaha 2019-2018: Marketing Coordinator, The Set Me Free Project, Omaha

2017: Intern, The Omaha Summer Arts Festival, Omaha



Carlie has conducted similar brand and messaging digital media engagements for Baxter Auto Group, Nebraska Lottery, University of Nebraska System, The Salvation Army Omaha Kroc Center, Omaha Steaks, Omaha Public Power District, Mid-America Council - Boy Scouts of America, Buffett Early Childhood Institute, Banyan Medical, CNB Custody, Essex Communities, Gregg Young Auto Group, Dinsdale Automotive, Kim Foundation, Nebraska Tech Collaborative, Lofte Community Theatre, Bridgepoint Investment Banking, i3 Bank, Business Management Daily, inSourceRX, Boss Truck Shops, Pump & Pantry, Notre Dame Sisters, Generators for Sale, HomeCare Advocacy Network, Cape School, Auburn University Credit Union, 360 Realty, LifeStyled 360, Bercher Homes, Visiting Angels & The Set Me Free Project

Her areas of expertise that would contribute to this process include: digital strategy, digital platforms, online advertising management, paid search campaigns, social media advertising & email marketing.

#### **Academic Background, Degrees and Professional Certifications**

 Bachelor's Degree in Journalism Media Communication, Public Relations & Advertising, University of Nebraska at Omaha

#### References

Megan Cole Pathful Connect Senior Program Manager Papillion, NE (402) 297-0668 Cassie Jahn Blue Cross & Blue Shield of NE Communications Strategist Omaha, NE (763) 688-0696 Dave Klemencic Smith Kroeger COO, Digital Media & Strategy 111 S. 108th Ave. Omaha, NE 68154 (804) 484-4388

TRADITIONAL, DIGITAL & WEB MEDIA

#### **Colin Comerford**

Digital Marketing Coordinator

#### **Work Experience**

2022-Present: Digital Media Coordinator,

Smith Kroeger, Omaha, NE

2019-2022: Sales Assistant & Marketing Coordinator, Reagan Outdoor Advertising,

Rochester, MN

2018-2019: Lead Teller, Wells Fargo, Rochester

2017: Public Relations Intern, Catholic Charities of the Diocese of La Crosse, WI

#### **Understanding of the Process**

Colin has conducted similar brand and messaging digital media engagements for Baxter Auto Group, Nebraska Lottery, University of Nebraska System, The Salvation Army Omaha Kroc Center, Omaha Steaks, Omaha Public Power District, Mid-America Council - Boy Scouts of America, Buffett Early Childhood Institute, Banyan Medical, CNB Custody, Essex Communities, Gregg Young Automotive Group, Dinsdale Automotive, Kim Foundation, Nebraska Tech Collaborative, Lofte Community Theatre, Bridgepoint Investment Banking, i3 Bank, Business Management Daily, inSourceRX, Boss Truck Shops, Pump & Pantry, Notre Dame Sisters, Generators for Sale, HomeCare Advocacy Network & Cape School.

His areas of expertise that would contribute to this process include: digital ad buying, digital strategy, digital platforms, online advertising management, account service, web marketing strategy, web analytics & tactic tracking.

#### **Academic Background, Degrees and Professional Certifications**

· Bachelor of Science in Communication Studies, University of Wisconsin-La Crosse

#### References

Brandon Stebbins Reagan Outdoor Adv. Sales Coordinator 3185 41st St. NVV Rochester, MN 55901 (507) 421-4158 Kole Amans Sports Refund COO Dallas, TX (715) 441-0201 Dave Klemencic Smith Kroeger COO, Digital Media & Strategy III S. 108th Ave. Omaha, NE 68154 (804) 484-4388

CREATIVE

#### **Michael Duman**

Executive Vice President, Co-Creative Director



#### **Work Experience**

2019-Present: EVP, Co-Creative Director, Smith Kroeger, Omaha, NE 2017-2019: Partner, Executive Vice President, Co-Creative Director, SKAR, Omaha 2007-2016: Partner, Vice President, Co-Creative Director, SKAR, Omaha

1998-2007: Vice President, Senior Art Director, SKAR, Omaha

1986-1998: Art Director, SKAR, Omaha

1983-1986: Art Director, Print Shop, University of Nebraska at Kearney

#### **Understanding of the Process**

Mike has conducted similar brand and messaging creative engagements for East Texas Medical Center Regional Healthcare System, Clockwork Home Services, Fremont Area Medical Center, Live Well Omaha, Live Well Omaha Kids, Surgical Art, Methodist Health System, Great Plains Health, Nebraska Lottery, American National Bank, Sprint, Conagra Foodservice & Retail, Omaha Royals, Creighton University, KFC, Baker's Supermarkets, Sue Bee Honey, Hoover's Online Business Information, HunTel, Omaha Public Power District, Blue Cross and Blue Shield of Nebraska, No Frills Supermarkets, Commercial Federal Bank, Ballet Omaha, Werner Enterprises, Securities America, Omaha National, CNB Custody, Baxter Auto Group, Sunice Clothing, NP Dodge, Baxter Auto Group & Rural Media Group.

His areas of expertise that would contribute to this process include: creative direction, creative strategy, art direction, brand planning & graphic design.

#### Academic Background, Degrees and Professional Certifications

· BFA in Commercial Art, University of Nebraska at Kearney

#### References

Jill Marshall Nebraska Lottery Marketing Manager 137 NW 17th St. Lincoln, NE 68528 (402) 471-6100 Melissa Marvin Banyan Medical COO 8701 F St. Omaha, NE (402) 203-8453 John Healey Junior Achievement 13506 W. Maple Road, Suite 101 Omaha, NE 68164 (402) 333-6410



CREATIVE

#### **Mark Carpenter**

Executive Vice President, Senior Writer/Producer



#### **Work Experience**

2019-Present: EVP, Senior Writer/Producer, Smith Kroeger, Omaha, NE 2003-2019: EVP, Creative Strategy, Partner, SKAR Advertising, Omaha 2001-2003: Senior Copywriter/Producer, Fusebox Branding, Lincoln, NE 1989-2001: Creative Director, Ayres Kahler, Lincoln 1988-1989: Creative Director, Lovgren Advertising, Omaha 1984-1988: Associate Creative Director, Boles Advertising, Lincoln 1982-1984: Creative Director, Daily Nebraskan (UNL Newspaper), Lincoln

#### **Understanding of the Process**

Mark has conducted similar brand and messaging creative engagements for ALLTEL, Nebraska Lottery, Blue Cross Blue Shield, Runza Restaurants, Godfather's Pizza, East Texas Medical Center Healthcare System, Madonna Rehabilitation Hospital, Lincoln Telephone Company, Aliant Communications, Valmont Irrigation, Rural Media Group, Omaha Public Power District, Lincoln Electric System, Opera Omaha, RED Development, Pinnacle Bank, Commercial Federal Bank, TierOne Bank, i3 Bank, American National Bank, Conagra, The Salvation Army, Aksarben Foundation, Duncan Aviation, Baxter Auto Group, Gregg Young Auto, Koley Jessen, Werner Enterprises, Securities America, CRCC, Notre Dame Sisters & Live Well Omaha.

His areas of expertise that would contribute to this process include: copywriting for social/traditional media, TV production, radio production, brand strategy/planning, illustration, project management & creative direction.

#### Academic Background, Degrees and Professional Certifications

- · Bachelor of Science in Advertising, University of Nebraska-Lincoln
- 2016: Winner of the American Advertising Federation-Nebraska Silver Medal Award (Lifetime Achievement)

#### References

Jill Marshall Nebraska Lottery Marketing Manager 137 NW 17th St. Lincoln, NE 68528 (402) 471-6100 **Dr. Kim Hoogeveen**Mindset
Founder
1309 Harlan Drive #104
Bellevue, NE 68005
(402) 980-3344

Steve Thiesfeld
The Great Plains Motion
Picture Company
Owner
11011 Q St.
Omaha, NE 68137
(402) 690-4008



CREATIVE

#### **Liz Scott**

Senior Art Director & Motion Designer

#### **Work Experience**

2022-Present: Senior Art Director & Motion Designer, Smith Kroeger, Omaha, NE 2017-2022: Art Director, SKAR/Smith Kroeger, Omaha 2017: Graphic Design Intern, SKAR Advertising, Omaha 2017-Present: Freelance



Liz has conducted similar brand and messaging creative engagements for Axiom America, Advance Services, Inc., Aksarben Foundation, Nebraska Tech Collaborative, InternNE, Anderson Roofing, Banyan Medical Solutions, Baxter Auto Group, Pump & Pantry, Bridgepoint, Bridges Trust, Kim Foundation, Sunice, BobbyJones, Cape School, Tom Dinsdale Auto, ESSEX, FNBO, Gothenburg Health, Great Plains Communications, Holidynamics, Insource, Keith County, Kroc Center, Lofte Community Theatre, Nebraska Lottery, Lutz, Mid-America Council Boy Scouts, Neighborgood, Notre Dame Sisters, NP Dodge, Omaha National, OPPD, Paxton Advisors, LLC., Prader-Willi Syndrome Association-USA, Reliablel, Ronco Construction, Rural Media Group, Salvation Army Omaha, Shred Vault, Sid Dillon, University of Nebraska, Urology Center, Westside Legacy 66, White Lotus Group, Advance Dental Sleep Treatment Center, Adult Pediatric Urology & Urogynecology, CRCC, Grief's Journey, Intern Omaha, Owen Industries, P4K (Partnership 4 Kids), YMCA, Bryan Health, Bus Bench Omaha, Consultants in Gastroenterology, Castle Hill Construction

Her areas of expertise that would contribute to this process include: graphic design, animation, videography & photography.

#### Academic Background, Degrees and Professional Certifications

• Bachelor of Fine Arts Degree in Graphic Design & Associate of Occupational Studies in Graphic Design, Creative Center, Omaha, NE

#### References

Barb Ruser Copywriter & Editor 11617 Sahler St. Omaha, NE (402) 960-4381 Thom Kastrup
Better Business Bureau
Vice President
11811 P St
Omaha, NE
(402) 391-7612

Kim Guyer The Steier Group Campaign Manager 10844 Old Mill Rd. Omaha, NE (402) 517-163

CREATIVE

#### **Olivia Murphy**

Copywriter



2023-Present: Copywriter, Smith Kroeger, Omaha, NE 2022-2023: Copywriter, Jacht Agency, Lincoln, NE 2022: Copywriting Intern, Emspace+Lovgren, Omaha



Olivia has conducted similar brand and messaging creative engagements for Omaha Public Power District, Westside Community Schools, Omaha Chamber of Commerce & Smith Kroeger Social Media

Her area of expertise that would contribute to this process is copywriting.

#### Academic Background, Degrees and Professional Certifications

· Bachelor of Journalism, University of Nebraska-Lincoln, NE

#### References

Shaela Wepfer FreeWill Sales Manager 2041 East St. PMB 615 Concord, CA (402) 680-1081 Jemalyn Griffin Jacht Agency 1420 P St. Third Floor Lincoln, NE (858) 397-8767 Elizabeth Schueneman Emspace+Lovgren 105 N. 31st Ave. Suite 100 Omaha, NE (402) 672-2738



CREATIVE

#### **Chase Gronenthal**

Art Director

#### **Work Experience**

2022-Present: Art Director, Smith Kroeger, Omaha, NE 2018-Present: Freelance Photographer and Videographer 2018-2022: Independent Contractor for Photography, Videography & Graphic Design, Rival Design LLC, Columbus, NE 2017: Lifestyle Photographer and Graphic Designer, QC Supply, Schuyler, NE

#### **Understanding of the Process**

Chase has conducted similar brand and messaging creative engagements for Aksarben Foundation, Auburn University Credit Union, Banyan Medical, Baxter Auto Group, Boy Scouts Mid-America Council, Cape School/Barney Fletcher, Holidynamics, Kroc Center/Salvation Army, Lake Cunningham, Nebraska Lottery, Rural Media Group/Cowboy Channel, Sid Dillon, Tom Dinsdale Auto, Westside District 66, BD Construction, Berkshire Hathaway HomeServices Ambassador Real Estate, Big Iron Auctions, BUSS Auctions, Cattlemen's Ball of Nebraska, Century 21 Realty, Clarkson Family Medicine, Houzz Solutions, MyForever DNA, Pillen Family Farms, Platte County Fair, QC Supply, Shelby Lumber, Urgent Care of Columbus, Columbus Chamber of Commerce, Lakeview Community Schools (Columbus, NE), Nebraska FFA, Night to Shine/Cloud 9 Event, Rocha Design & Decor & The United Way of Columbus.

His areas of expertise that would contribute to this process include: video production, photography & graphic design.

#### Academic Background, Degrees and Professional Certifications

· Associate Degree in Graphic Design, The Creative Center, Omaha, NE

#### References

Kara Allbaugh Rival Design 2336 23rd St. Suite 1 Columbus, NE 68601 (402) 270-3720 Jill F. Goedeken Lakeview Community Schools/Nebraska FFA 28423 205th Ave. Columbus, NE (402) 276-1076 Jacklyn Wiese Berkshire Hathaway Home Services Ambassador Real Estate 2412 23rd St. Columbus, NE 68601 (402) 657-9506

**CREATIVE** 

#### **Randy Schnackenberg**

**Production Manager** 

#### **Work Experience**

2016-Present: Production Manager, Smith Kroeger,

Omaha, NE

2006-2016: Production Manager, Swanson Russell, Lincoln, NE

2000-2006: Production Manager, Envoy, Omaha

1995-2000: UNMC, Print Facility Production Manager, Omaha

1989-1995: Regal Printing, Scheduling, Omaha

#### **Understanding of the Process**

Randy has supported similar brand and messaging creative engagements for Nebraska Lottery, Baxter Auto Group, Omaha National, East Texas Medical Center, Omaha Public Power District, ConAgra, Aksarben Foundation, Banyan Medical Solutions, Omaha Convention & Visitors Bureau, Cannon, Humminbird, Minn Kota, Weatherby, E-Z-GO, Runza Restaurants, Briggs & Stratton, Reinke, Bryan Health, JCB, Rain Bird, FMC, Boystown, Roberts Dairy & Scooters.

His areas of expertise that would contribute to this process include: production management, direct mail, print production, trade show production & scheduling.

#### Academic Background, Degrees and Professional Certifications

· Iowa Western Community College, Council Bluffs, IA

#### References

Dave Brown Regal Print Former Owner (402) 670-8572 davebr@regalprint.com Phil Knicky Elman Printing Sales (402) 598-0887 phil@elmanprint.com Steve Johnson Swanson Russell Vice President (402) 319-1842 stevej@swansonrussell.com

CREATIVE

#### Kathleen Durkin

Proofreader & Editor

#### **Work Experience**

Feb 2023-Present: Proofreader & Editor, Smith Kroeger,

Omaha, NE

2022-2023: Writer, Valmont, Omaha

2017-2023: Senior Writer, OBI Creative, Omaha

2000-2017: VP, Creative Director, Writer, Swanson Russell, Omaha

1997-2000: Creative Director, Writer, Colle & McVoy, Minneapolis, MN

1986-1997: VP, Associate Creative Director, Swanson Russell, Omaha

#### **Understanding of the Process**

Kathleen has supported similar brand and messaging creative engagements for Agco (Challenger Tractors), Merck Animal Health, Zoetis Animal Health (formerly Pfizer Animal Health), FMC, Dale Electronics, Cyclonaire, John Deere, Valmont, Lindsay Irrigation, Valmont Infrastructures, Reinke Irrigation, JCB Equipment, Cushman, Ransomes of America & Rain Bird.

Her areas of expertise that would contribute to this process include: proofreading, editing, copywriting with an emphasis on agricultural marketing, creative direction, brand development & presenting creative concepts.

#### Academic Background, Degrees and Professional Certifications

- · Bachelor of Arts in English & Sociology, South Dakota State University, Brookings, SD
- · Master's Degree Program in English, University of Nebraska-Lincoln

#### References

Jeff Jahn Valmont Marketing Director/Creative 15000 Valmont Plaza Omaha, NE 68154 Jeff.jahn@Valmont.com (612) 599-5122

Fiserv Security Engineering Advisor Global CYbersecurity 6855 Pacific St. Omaha, NE 68106

(402) 880-4053

Tiffany Wescott

Marla Weeks Woodmen Senior Agile Project Coordinator (402) 317-9366



#### J. SUBCONTRACTORS

i.

Donald M. Beck Ph.D.

President and CEO
The MSR Group
1121 N. 102nd Court, Suite 100
Omaha, NE 68114
402.392.0755
www.theMSRgroup.com

ii.

The MSR Group will provide the following services:

- · Client consultation and project management
- Survey development and programming
- · Sample management
- · Data collection
- · Data analysis
- · Verbatim cleaning and coding
- Full detailed report of results provided in Microsoft Power BI format
- Microsoft PowerPoint report summarizing survey findings and recommendations
- One in-person executive presentation of the results

iii.

The MSR Group will spend approximately 580 Hours on this RFP

iv.

The MSR Group will invest 44% of the total performance hours

## 2.

## TECHNICAL APPROACH



## 2. TECHNICAL APPROACH

#### A. UNDERSTANDING OF PROJECT REQUIREMENTS

Smith Kroeger understands that the Nebraska Game and Parks commission (NGPC) is looking for a partner to gather primary market research, cross reference that data with existing secondary research that NGPC has already collected to guide or refine communication strategy.

Our team understands the importance of accurately defining audience segments and guiding strategic and tactical decision-making in marketing planning. We will develop a comprehensive research methodology to gather insights from both users and non-users across the state of Nebraska. Our approach will include quantitative surveys, qualitative interviews, and data analysis techniques to uncover strengths, weaknesses, and opportunities for the Nebraska Game and Parks Commission.

To stay in alignment with the NGPC strategic plan and the R3 plan, we will focus on both retaining current users and increasing frequency. We will also look at non-users and developing messaging and strategies, using conclusions reached from research, to engage Nebraskans and visitors to get outside to use NGPC resources.

The research and data conclusions will drive the creation of messaging that will raise the overall awareness of the NGPC brand across the state. This messaging will emphazsize what makes NPGC assets unique and why existing users should visit more, and why non-users should take advantage of this opportunity.

Smith Kroeger will provide NGPC with a high-level messaging strategy and tactics based on the market research. This will include an overall positioning statement, secondary messages and recommend the media mix to most effectively reach these segments of consumers.

Lastly, a guide/toolkit will be developed that clearly and concisely outlines all of the findings, market research, customer segments, messaging, sample creatives and graphics.

Smith Kroeger will regularly communicate and collaborate with NPGC to provide updates, campaign results and course corrections where appropriate. We see these communications being done by a meeting of the teams at least bi-weekly and more often when needed

#### **B. PROPOSED DEVELOPMENT APPROACH**

The three tasks outlined in the Project Scope of Work and Deliverables closely align with Smith Kroeger's strategic messaging and brand process called FIDO, which is a time-tested course of research, strategy and implementation that has been conducted for our clients for decades. This process is carried out through four phases: Foundation, Ideation, Delivery and Optimization (FIDO). In this proposal, we will demonstrate how this development approach will be applied to each task.

In Task 1, our development approach will lean heavily on our Foundation phase processes, going through research steps and compiling a strategic messaging report that drives and defines next steps.

In Task 2, we will incorporate leveraging additional data and strategic media partnerships to create a communications plan that is comprehensive and targeted to our defined audiences.

In Task 3, we will leverage all of the research findings from Task 1 with all of the communications plans from Phase 2 and then create campaign content to bring the messaging to life and push live across communication channels.

Below is a detailed breakdown of our proposed development approach by task.

#### Task 1: Discovery

#### **Foundation: Discovery Meeting**

The discovery meeting is a guided research discussion (and potential introduction to subsequent conversations) between the Smith Kroeger and client teams. It includes:

- A face-to-face interaction with brand stakeholders, the Smith Kroeger branding team and the MSR Market Research Group to discuss the brand, organization and industry. This runs about two hours. Topics include identifying unique challenges, message priorities, lessons learned, SWOT analysis, audience profiling and understanding the market landscape.
- The goal is to identify competitive advantages, ensure authenticity of the campaign voice, develop the central messaging focus, uncover other potentially actionable insights and develop the in-depth interviews (IDI).
- Once completed, the discovery meeting is used as a catalyst for a variety of research, creative and strategic next steps.

#### **Foundation: Research**

Research is always the next step for this type of campaign or messaging process. This project scope of work outlines specific research actions Smith Kroeger will execute, but we want to emphasize that even though they are required, they would be part of our recommendation regardless and are a normal part of similar projects we have completed.

Smith Kroeger and the MSR Group will conduct 15 interviews (five NGPC stakeholders, five current customers, five potential customers).

We will develop a market research survey (details outlined in 2-D Technical Approach) and cross-tabulate with NGPC current data.

#### Foundation: Research and Messaging Report

From the discovery meeting and research, Smith Kroeger will then develop the research and messaging report. This document delivers actionable insights that can be used to strategically move the messaging forward. These insights will include:

- Take out key learnings and trends from interviews
- Audience insights
- · Key benefits across audiences of our message
- Propose key message statements

This report will service as a reference, with a full 360-degree understanding of your audience, of the marketplace and how the campaign should be positioned to provide a compelling message that resonates and is authentic to the audience.

For this project, we anticipate additional feedback following presentation of the brand report. We want to secure validation that our brand report findings are authentic and position the campaign for success. So following presentation of the report, we will take feedback from the agency to further refine.

#### Task 2: Campaign Delivery Strategy

Once the Discovery task is complete, the consultant shall create a communications plan that outlines the path forward, focusing on the goal of standing out and building awareness. The consultant should develop key messaging and a messaging strategy to determine the best approach to reach the target audience. As part of the plan, the consultant should recommend topics or themes that NGPC should consistently focus content efforts on.

#### **Foundation: Creative Brief**

Following approval of the Research and Messaging Report, Smith Kroeger then compiles the creative brief, which will guide the Ideation Phase of our process and begin to outline the campaign delivery strategy. This document distills and capsulizes:

- · Research findings
- · Communication objectives
- · Unique selling points
- Positioning possibilities
- Media direction
- Potential creative deliverables
- Execution budget (if available)

The creative brief is essential for the Smith Kroeger branding and media teams to stay on-strategy during the ideation stage. Both the client and agency sign this document before any copywriting, design, media planning or production begins.

In the Ideation phase of FIDO, we will develop the campaign delivery strategy through strategic communication planning and research into tactical media executions to leverage the chosen creative concept.

#### Data-First, -Last and -Throughout Approach

Smith Kroeger would create the campaign delivery strategy using a data-first, -last and -throughout approach. First, this is done through basing the campaign delivery strategy on the research conducted during Task 1. Second, we would leverage strategic media partners who have access to incredible amounts of data from their listeners, visitors, viewers, mobile phone data and users. Through these strategic partners, we will have the ability to create custom audiences for NGPC. We believe that in today's media landscape, this data-first approach is critical.

Our media team will identify the media habits of custom-created audiences and create a multi-platform media plan that is powered by proprietary attribution and optimization tools. These tools give us the ability to continually optimize our media plan based on real-time findings and client-data inputs.

#### **Custom Targeting Solutions**

Furthermore, our team's ability to create bespoke targeting segments developed specifically for NGPC with our media vendors ensures that our campaign will reach the right audiences in the right mediums with the right messages.

#### **Amazon**

One of these strategic partners we use is Amazon. For years they have been delivering products you buy to your door, know what programs you watch on your smart TV's. We can see if a certain household is buying products like hiking shoes, bug spray, tent, fishing pole etc. and target a message to this consumer who is doing activities that suggest they are a current or potential consumer of NGPC resources.

#### Weather Triggered Dynamic Ad Insertion

If you are trying to get a novice out to a park for a hike it wouldn't do much good if it is raining. It may be raining in Omaha, but Scottsbluff is enjoying a perfect spring day. We can deliver ads suggesting a hike in Scottsbluff but not in Omaha. However, on the same day an avid fisherman in Omaha knows that it is great to fish right after a rainstorm, so we send that reminder message to those people in Omaha.

#### Benefits:



LOCAL
Dynamic, custom
creative based
on local and national
weather updates



MOMENT
Targeted
messaging to the
right audience
at the right time



RELEVANCE
Align strategic
messaging with
contextual weather
changes to increase
consideration
and drive action

#### How it works:



ON-AIR:
Campaign runsas planned and optimized to swap out creative based on select weather triggers.



WEATHER TRIGGER:
Real-time triggers include:
extreme cold, heat, rain, snow,
icy conditions, etc.





#### **OPTIMIZED CREATIVE:**

Campaign starts delivering relevant messaging based on current weather conditions siultaneously in different parts of the state.

#### **GPS-Based Web-App for NGPC**

Through a strategic partner like Unified Partnership's Amplify Labs, a web-app could be developed that indicates whether a person is in a certain part of the state for example Kearney during sandhill crane migration.

Below is an example UP executed for the California Earthquake Authority:



#### **Task 3: Campaign Content**

Once the strategy has been developed, the consultant should develop several creative concepts for use in the early phases of the campaign, with the goal that future project phases can build upon earlier successes.

The mark of a truly innovative ad agency is to consistently give the client not just one, but several strong, workable breakthrough concepts for all media. Smith Kroeger regularly practices this approach to ensure the client is confident in the chosen direction and to present different ways the campaign can go. This is a requirement in our relationship with the Nebraska Lottery, a government agency under the Department of Revenue and contract we've held for 14 years (winning a competitive RFP three times). We challenge any other agency to give you this kind of constant quality and variety of ideas.

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#### C. TECHNICAL CONSIDERATIONS

#### Data

A main technical consideration is what the data NGPC has been collecting looks like. We noticed in your 2023-2025 Focus on the Future Strategic Plan it is referenced in the (SWOT) about an aging infrastructure. How often have your lists been updated, is the data we are working with clean or will work need to be done on that to compare to what we glean from the survey and interviews. If work needs to be done to use this data that may come with incremental costs.

#### **Budget**

Other technical considerations will include a media budget to implement the communications plan and required measurements of effectiveness for the campaign.

#### **Optimization During Campaign**

A technical consideration through campaign implementation will be optimization and reporting of key performance indicators. Since optimization is an ongoing exercise, not a once-a-month or mid-campaign activity, we provide regular updates and reporting depending on the campaign's needs. We also employ a range of tools and data platforms to optimize individual tactics and overarching integrated components on several levels.

#### **Ad Effectiveness Methodologies**

- Pre vs. Post Measures impact of a broadcast radio campaign over time on core brand metrics
- Test vs. Control Measures impact of a broadcast or digital campaign against a control group on core brand metrics
- Forced Exposure Projects anticipated impact of a broadcast, digital, or podcast campaign.

#### **Consumer Insights Methodologies**

- Perceptual Study Generates insights about a target consumer and competitive landscape to help future marketing decisions.
- Creative Test Tests two or more creative ad units prior to launching campaign to determine which to use on-air.

Some of these research methods may come at an incremental cost, which would be determined as we are proposing and finalizing the communication strategy and campaign content implementation.

### D. DETAILED PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

Following is a detailed project work plan that outlines our management, responsible team members and overall implementation of our FIDO.

This project work plan demonstrates that we have a precise idea of how to begin, sustain and ultimately complete this project to NGPC's full satisfaction and fulfillment of its requirements.

#### 2. TECHNICAL APPROACH

Task Name	Responsible Team Members	Management and Implementation Description
Discovery Meeting Plan and run meeting with all SK, NGPC and MSR Group team members; guided discussion that will serve as a catalyst for research and messaging work.	Management: Sara Wilson/Brett Snead, supervisor for account and process Nate Hofmann, account manager Other implementers: Kelli Zieg, project manager Dave Klemencic, supervisor for media/communication strategy Lauren Gilmore, media director, traditional media lead James West, digital media strategy lead Carlie Stevens, digital media strategist Colin Comerford, digital media strategist Michael Duman, lead on design Mark Carpeneter, lead on messaging development Liz Scott, design and art direction Chase Gronenthal, design and art direction	Sara Wilson, Brett Snead and Nate Hofmann will draft the agenda that will help our team get to know the challenges presented by this project and the institutional knowledge the NGPC has to pass on.  All other team members who will be working on this project will be invited to the meeting or involved in pre-meeting prep and post-meeting analysis.
Discovery Research Five stakeholder, Five current NGPC clients, Five non-clients interviews will be conducted by SK and MSR to guide our messaging and survey questions.	Randy Schnackenberg, project and production manager  Management: Sara Wilson, supervisor for account and process Don Beck, MSR Group Dave Klemencic, supervisor for media/communication strategy Other implementers: Nate Hofmann, account manager Mark Carpeneter, lead on messaging development Lauren Gilmore, media director, traditional media lead James West, digital media strategy lead Olivia Murphy, messaging and copy assistance	Sara, Brett, Don and Dave will outline the research activities needing to be done according to the scope of work with The MSR Group taking the lead in collecting the data.
Survey Collect 600 survey's from current customers and 500 from potential customers (500 urban/200 rural).	Management: Don Beck, MSR Group will be collecting the data Sara Wilson & Brett Snead, supervisor for account and process Other implementers: Nate Hofmann, account manager	Don will be collecting the data and getting it into dashboard. Sara, Brett, Dave and Nate Hofmann will work with the MSR group and begin to analyze and put data into its completed form.
Audience Segmentation SK team will take the data and break it out into its segmented groups (current and potential consumers/rural and urban) demographic and geographic.	Management: Sara, Brett, Dave and Don, supervisor for account and process Nate Hofmann, account manager	Sara, Brett, Don, Dave and Nate will outline the segments based on the data obtained in the IDI's, survey and data already owned by NGPC
Creative Brief Develop a detailed and strategic document for messaging and media executions that incorporates research.	Management: Sara and Brett, supervisor for account and process Nate Hofmann, account manager Mark Carpeneter, lead on messaging development Other implementers: Kelli Zieg, project manager Dave Klemencic, supervisor for media/communication strategy Lauren Gilmore, media director, traditional media lead James West, digital media strategy lead Michael Duman, lead on design Olivia Murphy, messaging and copy assistance Liz Scott, design and art direction	Sara, Brett, Nate and Mark Carpenter will lead on drafting the creative brief.  Other team members will contribute during the process as dictated by their specialty.
Marketing and Outreach Strategy SK team will take the data and segments and develop the Outreach Strategy for each segment. The messaging strategy is also developed here.	Management: Sara, Brett and Dave supervisor for account and process Nate Hofmann, account manager Other implementers: Lauren Gilmore, media/communication strategy Mark Carpeneter, lead on messaging development Michael Duman, lead on design Olivia Murphy, messaging and copy assistance	Sara, Brett, Dave and Nate will outline the messaging strategy and its intended targets for the media and creative teams to develop the media plan and message. NGPCLauren Gilmore and James West will develop media strategy based on those segments Mark Carpenter will coordinate developing the primary, secondary messaging strategy across those segments. Olivia Murphy will assist in copy writing as we develop the message
Communication Toolkit and Project Presentation SK team will take the data, segments, marketing outreach and combine all those elements into a toolkit for NGPC to use. Along with a sample media plan we will include sampling of creative elements using the primary and secondary messages that were developed. The final presentation will also be created in this stage.	Management: Sara and Brett supervisor for account and process Nate Hofmann, account manager Other implementers: Lauren Gilmore, media/communication strategy Mark Carpeneter, lead on messaging development Michael Duman, lead on design Olivia Murphy, messaging and copy assistance	Sara, Brett and Nate will provide guidance on overall look and feel for the toolkit. Mike Duman, Chase Gronenthal and Mark Carpenter will develop the toolkit and final presentation
Feedback, Refinement, Finalization on Research and Messaging Report Present the Research and Messaging Report to NGPC and take any feedback and questions into consideration to further refine and finalize the report.	Management: Sara and Brett, supervisor for account and process Nate Hofmann, account manager Other implementers: Mark Carpeneter, lead on messaging development Michael Duman, lead on design	Sara, Brett and Nate will present the toolkit and final presentation to NGPC prior to final due date to ensure total buy in on all deliverables. Mark Carpenter, Dave Klemencic, Olivia Murphy and Michael Duman will contribute to elements the final reports including executive summary.

#### **E. COMPLETED ATTACHMENT A**

Following is a chart of the task deliverables and when we would expect to have each of them completed. These dates are predicated on timely client feedback with no unforeseen delays in decision-making to allow us to move on to the next step.

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

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

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

#### **Strategy Development:**

1

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

#### Bidder Response:

Thank you for the opportunity to submit a proposal for your marketing research, analysis, and strategy development project. We are excited about the opportunity to collaborate with The MSR Group, a Nebraska based market research firm, and NGPC to gather research, provide marketing guidance, and develop innovative strategies to enhance customer and brand engagement. Our proposal aims to leverage our expertise in marketing research, analysis, and strategy development to support the NGPC's objectives. We will work closely with The MSR Group to gather comprehensive data through IDI interviews that will help shape the survey, interviews with stakeholders at NGPC, and secondary data analysis of existing information already done by NGPC.

Our approach will focus on understanding consumer/recreationist motivations, identifying opportunities for engagement, and recommending innovative strategies to reach new potential consumers. Our team fully understands the primary need of the RFP, which is to identify a communication/marketing research and strategy vendor with proven experience in researching and providing marketing guidance on consumer/recreationist motivations. We believe the three narratives that we put forth in the summary of corporate bidder experience in section H of this RFP show that we are currently working with similar clients in tourism and outdoor recreation as well as our state-wide work with Nebraska Lottery. We recognize the importance of delivering recommendations for customers and brand engagement that align with the NGPC's objectives and resources.

Our team will leverage The MSR Group's experience in marketing research along with our expertise in strategy development to analyze the data and identify insights that will inform our recommendations for customer and brand engagement. While we believe we have shown that we are current with NGPC's current outreach, events, and messaging efforts we will work collaboratively with NGPC to ensure we are considering everything they are currently doing. We have described a few new and emerging communications and outreach strategies (Weather based ads, Amazon data) but will continue to lean on our vendor relationships to present more as the data presents itself. Our implementation plan will include the following phases:

- Research Design: Collaborate with The MSR Group to develop a comprehensive research plan, including survey instruments, interview protocols, and data analysis techniques.
- 2. Data Collection: Gather data through surveys, interviews, and secondary data sources.
- 3. Data Analysis: Analyze survey responses, interview transcripts, and secondary data to identify key insights and trends.
- 4. Strategy Development: Develop recommendations for customer and brand engagement based on the research findings and the Nebraska Game and Parks Commission's objectives and resources.
- 5. Presentation: Deliver a comprehensive executive summary and presentation along with a guide/toolkit outlining our research findings, recommendations, and implementation strategies.

1

Our team has a proven track record of successful delivery of a variety of communications outreach strategies, implementation, and evaluations. We have worked with numerous clients across various industries to develop innovative and effective marketing strategies that drive engagement and achieve results. We are confident that our proposal aligns with the objectives outlined by the NGPC and will provide valuable insights and recommendations to enhance customer and brand engagement. We look forward to the possibility of working together and contributing to the success of your organization and hopefully beyond in the implementation and optimization of the campaigns we develop.

#### NGPC Consumer/Audience Research

2

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

#### Bidder Response:

#### 1. Overview

To meet the technical requirements of the RFP, The Smith Kroeger team proposes a three-pronged approach: initial qualitative research to refine the goals and objectives of the survey research, two qualitative survey efforts (one for current customers and one for prospective customers), and finally a comprehensive approach to reporting survey results using a combination of in-person presentations and the development of a Microsoft Power BI dashboard. These are discussed in more detail below.

#### **2 Proposed Solutions**

#### 2.1 Qualitative research

While the RFP does an excellent job of presenting goals and objectives for the research components to ensure the survey efforts result in truly actionable results, we propose to conduct 20 in-depth interviews with a combination of NGPC internal stakeholders, customers, and prospective customers. The exact number allocated to each of the groups will be decided at the kickoff meeting. The interviews will be conducted using Microsoft Teams, with video and transcripts available to NGPC. The interviews with NGPC staff will focus on which survey topics should be prioritized, verifying the populations groups that are of most interest, how best to construct the survey instruments and dashboard reporting efforts.

The team will challenge the NGPC staff to describe how the survey data will be used and which historical survey data sets might be included in the final Microsoft Power BI data set. The interviews with customers and potential customers will capture the exact wording and phrases to best be used in the questionnaire construction. We will also probe to ensure that the RFP working assumptions in terms of demographics, reasons for participating or not in the Game and Parks activities, and the scope of related activities are addressed. The team will produce a narrative report summarizing the in-depth interview (IDI) findings and recommendations for survey construction and ramifications for the rest of the project. IDIs will be conducted by a Senior Research Director of the MSR Group with more than 30 years' experience conducting IDIs and a Ph.D. in survey research, design, and implementation.

#### 2.2 Survey 1: Current Customers

The survey of current customers will be conducted utilizing an invitation-based web survey sampling from a customer list provided by NGPC. We propose a final sample size of 600, which should result in enough completed surveys to address the demographic categories identified in the survey and refined through the IDI task. A completed sample size of 600 will result in a +/- 3.9% at the 95% confidence level. We assume the NGPC list will contain at least a 70% "good" list of customer emails. Assuming a 7% response rate, we will require a list of 15,000. We recommend providing a \$5.00 incentive to prospective respondents in the form of Amazon gift cards. MSR estimates the survey to be 10-12 minutes in duration, with up to four (4) open-ended questions per respondent.

#### 2.3 Survey 2: Prospective Customers

Prospective customers would be recruited from a national online research panel whose members mirror U.S. census data statistics. We plan to provide 700 completed surveys with Nebraska adults who are 18 years old or older and who do not have hunting, fishing, or parks permits from the state of Nebraska. MSR estimates the survey to be 10-12 minutes in duration, with up to four (4) open-ended questions per respondent.

The demographic breakdown of the prospective customers will approximate the following:

<b>GENDER:</b> 34% male 66% female	AGE: 13% 18-24 23% 25-34 24% 35-44 18% 45-54 13% 55-64 9% 65+	INCOME:  27% <\$25k  21% \$25k-\$50k  27% \$50k-100k  13% \$100k-\$150k  7% \$150k-\$200k  2% \$200k-\$250k  3% >\$250k	EDUCATION:  5% Some HS or less  24% HS graduate  4% Other post HS vocational training  17% Completed some college, but no degree  9% Associate's degree  22% Bachelor's degree  15% Master's or professional degree  4% Doctorate degree
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#### 2.4 Survey Reporting

2

The Smith Kroeger Team will design, populate, and publish a dashboard of data results for the two surveys using Microsoft Power BI. This tool will let NGPC display and manipulate the results in an easy and powerful manner. Microsoft Power BI is the industry leading software and likely a platform NGPC is familiar with. In addition, the Smith Kroeger Team will produce a final Microsoft PowerPoint report summarizing the key survey findings and recommendations based on those findings. Team members will also be available to present the survey findings in person in Omaha or Lincoln.

#### Understanding the Marketplace, NGPC Sportspersons and recreational trends:

3

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

#### Bidder Response:

Smith Kroeger fully understands the need to develop engagement strategies that appeal to a wide range of audiences with varying interests and preferences. We recognize the importance of crafting messages and actions that resonate with both traditional outdoor enthusiasts and non-consumptive participants. Our approach will be tailored to address the unique needs and interests of each audience segment while building on what NGPC has already accomplished. We will develop engagement strategies that leverage a mix of traditional and digital marketing channels to reach and connect with your target audience segments. We want to see what the market research says but for example campers, park goers, hunters, and anglers, we could focus on highlighting the unique experiences and opportunities offered by Nebraska's parks, wildlife, and outdoor activities, which as you know is different based on where you are in our state. These targeted campaigns could be geographically based and change with the season and with that day's weather in that area. This may include targeted advertising campaigns, social media content, and partnerships with outdoor influencers and organizations.

For non-consumptive participants such as boaters/floaters, trail users, and wildlife-watchers, might develop strategies that emphasize the beauty and diversity of Nebraska's natural landscapes and wildlife. This may involve creating educational content, organizing community events like food experiences with some of the resources that are available to Nebraskans, workshops. We could leveraging technology such as mobile apps and interactive maps, QR codes that take them to video content of what they would get to experience if they ventured out Beneath Nebraska Skies.

#### NGPC Audience Segmentation:

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

#### Bidder Response:

Our approach to audience segmentation involves a comprehensive analysis of both primary and secondary research data. We will utilize a combination of qualitative and quantitative research methods to identify core and growth audience segments for the NGPC. Those samples sizes and populations are referred to in Attachment A question #2.

#### **Primary Research:**

- · Conduct in-depth surveys with current customers and potential customers who are active or inactive in outdoor recreation.
- · Identify motivations of each customer segment and differences between segments.
- · Survey design will focus on understanding motivations such as fun, relaxation, thrill/challenge, excitement, belonging/social, serenity, memories, and stress-relief.

#### Secondary Research:

- · Review internal data such as prior research on core and growth audiences, customer surveys, sales figures/trends, and crossover between different categories of buyers.
- · Analyze existing NGPC recreational services, activities, events, and agency
- Review additional secondary research furnished by NGPC and other sources.

#### Data Analysis and Summary:

- · Analyze survey data to identify geographic, demographic, and psychographic differences among audience segments.
- · Quantify attributes including geographic differences, gender, income, education, age, cultural affiliations, primary hobbies, media preferences, purchase decisionmakers, NGPC activities/services usage, barriers to participation, and propensity to participate in related outdoor activities.

Example Executive Summary RFP 6862 Z1, Smith Kroeger, File 3 of 4\_MSR Executive Summary.

4

#### **Media Consumption:**

We will identify media types and outlets that provide the most appropriate and effective opportunities to reach NGPC's core audiences and potential growth markets.

#### **Buyer Behavior and Motivation (Concept Testing):**

We will identify key messages and creative concepts that resonate with NGPC's core audiences and prospective customers/growth audiences.

4

#### **Concept Testing Survey:**

- Conduct concept testing to understand buyer motivations and behaviors among current customers/core audiences and potential customers/growth audiences.
- Test key messages and creative concepts related to family time, social/fun, physical health, mental health, challenge/adventure, experiential fun, relaxation, education, utility, convenience, cost, and others.

Our comprehensive approach will ensure a deep understanding of audience segments, media consumption habits, and buyer motivations, enabling NGPC to develop targeted messaging, marketing, and outreach strategies to effectively engage with current and potential outdoor recreationists.

#### Marketing strategy and development:

5

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

#### Bidder Response:

Our team has extensive experience in developing marketing strategies for organizations in the outdoor recreation and conservation sectors. We have successfully engaged diverse audience segments and increased participation in outdoor activities through targeted messaging, creative campaigns, and strategic partnerships as outlined in section H examples provided. Our approach is data-driven, collaborative, and results-oriented, ensuring that our strategies are both effective and sustainable.

Our implementation plan will include the following phases:

- 1. Audience Analysis: Conduct research to understand the needs, interests, and preferences of campers, park goers, hunters, anglers, and non-consumptive participants.
- 2. Strategy Development: Develop tailored engagement strategies and key messages for each audience segment.
- 3. Implementation: Provide high-level marketing campaigns and initiatives across various channels, including advertising, social media, events, and partnerships.
- 4. Evaluation: If selected to implement after this RFP we would monitor and evaluate the effectiveness of our strategies through metrics such as engagement rates, participation levels, and brand awareness.
- 5. Optimization: If selected to implement we would continuously refine and optimize our strategies based on feedback and performance data to maximize impact and achieve long-term success on a monthly basis with NGPC.
- 6. Our proposal aims to provide actionable recommendations for messaging, marketing, and outreach that will enhance engagement with your target audience segments and promote outdoor recreation opportunities in Nebraska. We will leverage our expertise in research, analysis, and strategy development to summarize key findings, identify opportunities and challenges, and provide actionable recommendations and media strategies that align with the NGPC's objectives and resources.

#### Actionable recommendations for messaging, marketing, outreach:

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

#### Bidder Response:

5

6

Our team fully understands the need to summarize findings, opportunities, and challenges from the research conducted by The MSR Group, and create a how-to-guide of actionable recommendations and media strategies for the NGPC team. We recognize the importance of providing practical and actionable guidance that will enable the NGPC team to effectively implement the recommendations and achieve their goals.

6

We will summarize findings, opportunities, and challenges from the research conducted by The MSR Group through a comprehensive report and presentation. Our team will analyze the data, identify key insights and trends, and distill actionable recommendations for messaging, marketing, and outreach. We will work closely with the NGPC team to understand ensure we are aligned and on deadline for delivering exactly what NGPC envisions on the bi-weekly meetings and suggest any changes as data and collaboration present themselves. NGPC's goals, priorities, and resources, and tailor our recommendations and media strategies to meet your needs. We have attached some examples of both executive summary's on market research as well as some branding guides with logos, colors, sample ads etc.

Our team has extensive experience in providing actionable recommendations for messaging, marketing, and outreach to organizations in various industries. We have successfully guided clients through the process of implementing our recommendations and achieving their goals. Our approach is collaborative, data-driven, and results-oriented, ensuring that our recommendations are practical, effective, and sustainable.

- 1. Findings Summary: Summarize key findings, opportunities, and challenges from the research conducted by The MSR Group.
- 2. Recommendations Development: Develop actionable recommendations for messaging, marketing, and outreach based on the research findings and the NGPC's goals and resources.
- 3. How-to-Guide Creation: Create a comprehensive guide that outlines the recommended strategies, tactics, and media channels for implementing the recommendations.
- 4. Presentation: Deliver a presentation to the NGPC team to review the findings, recommendations, and how-to-guide, and discuss next steps for implementation.
- 5. Support and Follow-Up: Provide ongoing support and assistance to the NGPC team as they implement the recommendations, including training, resources, and monitoring progress.

#### F. DELIVERABLES AND DUE DATES

Following is a chart of the task deliverables and when we would expect to have each of them completed. These dates are predicated on timely client feedback with no unforeseen delays in decision-making to allow us to move on to the next step.

Wk#	Date	Activity
1	Week of April 15th	Contract Awarded
2	Week of April 22nd	Conduct 2 hour intro meeting in Lincoln
3	Friday, May 03, 2024	Update to NGPC in Lincoln
4	Week of May 6th	MSR needs Discussion Guide Approval
5	Friday, May 17, 2024	Update to NGPC in Lincoln
6	Week of May 20th	Conducting IDI interviews
7	Friday, May 31, 2024	Update to NGPC in Lincoln
8	Week of June 3rd	Developing Survey
9	Week of June 10th	Need NGPC Approval of Survey
9	Friday, June 14, 2024	Update to NGPC in Lincoln
10	Week of June17th	Conducting Surveys
11	Week of June 17th	Conducting Surveys
11	Friday, June 28, 2024	Update to NGPC in Lincoln
12	Week of July 1st	Conducting Surveys
13	Week of July 8th	Cleaning/coding data
13	Friday, July 12, 2024	Update to NGPC in Lincoln
14	Week of July 15th	Data Analysis/Reporting
15	Week of July 15th	Data Analysis/Reporting
15	Friday, July 26, 2024	Update to NGPC in Lincoln
16	Week of July 29th	Dashboard is being Development
17	Week of August 5th	Data Delivery to NGPC
17	Friday, August 09, 2024	Update to NGPC in Lincoln
18	Week of August 12th	Development of audience segments, media plan and toolkit
19	Week of August 19th	Development of audience segments, media plan and toolkit
19	Friday, August 23, 2024	Update to NGPC in Lincoln
20	Week of August 26th	Development of audience segments, media plan and toolkit
21	Week of September 2nd	Development of audience segments, media plan and toolkit
21	Friday, September 06, 2024	Update to NGPC in Lincoln
22	Week of September 9th	Development of audience segments, media plan and toolkit
23	Week of September 16th	Development of audience segments, media plan, toolkit & executive plan
23	Friday, September 20, 2024	Update to NGPC in Lincoln
24	Week of September 23rd	Development of audience segments, media plan, toolkit & executive plan
25	Week of September 30th	Deliver audience segments, media plan, toolkit
25	Friday, October 04, 2024	Update to NGPC in Lincoln
26	Week of October 7th	Final In Person Presentation

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

#### Bidder Name: Smith Kroeger

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

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

	MARKETING			
	Total Fixed Cost			
		(Initial To	erm 6 mo.)	
NGPC Marketing and Consumer Research	\$63,500			
Research/Data Analysis and Summary and Review (Contingency fee for additional work needed on analysis)	\$7,750 (\$10,000) \$17,750 Total	)		
3. NGPC Audience Segmentation	\$25,375			
4. NGPC Marketing and Outreach Strategy	\$35,525			
5. Communications Toolkit Delivery and Project Presentation	\$40,600			
OPTIONAL ADDITIONAL SERVICES – HOURLY RATES				
	Initial Period Year One	Initial Period Year Two	Optional Renewal One Year Three	Optional Renewal Two Year Four
Additional Marketing/Creative Work Hourly Rate	\$140/hr	\$140/hr	\$140/hr	\$140/hr
Other (Please specify)	\$	\$	\$	\$

#### 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:	Smith Kroeger	
Bidder Address:	111 S. 108th Ave Omaha, NE 68154	
Contact Person & Title:	Sara Wilson, President	
E-mail Address:	swilson@smithkroeger.com	
Telephone Number (Office):	402-699-1458	
Telephone Number (Cellular):	402-699-1458	
Fax Number:	402-330-8791	

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:	Smith Kroeger	
Bidder Address:	111 S. 108th Ave Omaha, NE 68154	
Contact Person & Title:	Sara Wilson, President	
E-mail Address:	swilson@smithkroeger.com	
Telephone Number (Office):	402-699-1458	
Telephone Number (Cellular):	402-699-1458	
Fax Number:	402-330-8791	



#### 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.

SW 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:	Smith brocger
COMPLETE ADDRESS:	111 S. 108th Ave. Omaha, NE (08154
TELEPHONE NUMBER:	462-330-0110
FAX NUMBER:	402-330-8791
DATE:	February 29, 2024
SIGNATURE:	Soura Wilson
TYPED NAME & TITLE OF SIGNER:	Sara Wilson, President



# Alternative Response for Section III. Contractor Duties, G. Insurance Requirements

Smith Kroeger's insurance coverage is comprehensive for a business of its type and size. Some of the requirements listed are more appropriate for large companies or those in different industries. We would like to propose the following adjustments to the requirements in this section. If this is unacceptable, Smith Kroeger can work to expand coverage in areas needed.

Coverage Description	RFP Requirement	Smith Kroeger Counter
UMBRELLA/EXCESS LIABILITY Over Primary Insurance	\$5,000,000	\$4,000,000
PROFESSIONAL LIABILITY All Other Professional Liability (Errors and Omisssions)	\$5,000,000 Per Claim / Aggregate	\$1,000,000



March 8, 2024

# Report Member Research

prepared for









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#### About this Report

This document is an executive summary of a much longer research report. The purpose of this summary is to capture the most important overall findings for \$#%@. The full report, complete with an appendix, can be obtained by contacting @\$#%@Topeka.com.

#### Background

In 2019, \$#%@ set a goal to systematically collect member feedback to validate positive, but only anecdotal, feedback. As a result, \$#%@ Topeka partnered with the MSR Group to complete a study using a combination of qualitative and quantitative methods. More specifically, the study had the following objectives:

- Define and assess what the member experience is like from the members' perspective
- Define and assess the value members place on their stock investment as well as \$#%@
  impact on their financial performance
- Baseline how members feel about \$#%@'s key products and services including:
  - MPF Program
  - Advances/line of credit
  - Letters of credit
  - Housing and Community Development Program
  - Collateral/Qualifying Collateral Determination
  - Support services
- Establish a comparison of \$#%@ member experience/satisfaction with other "like organizations"
- List recommendations from members for improvement
- Establish a comparison of \$#%@ member experience/satisfaction with other "like organizations"
- Identify specific recommendations for improvement based on MSR's experience





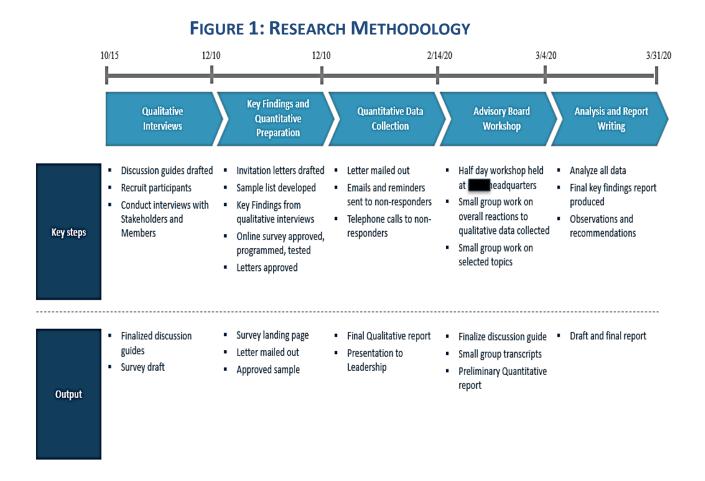




#### Research Methodology

To collect data for this research we used a combination of qualitative and quantitative research methods. First, we conducted in-depth telephone interviews with 10 \$#%@ leaders and 13 members. The results from these interviews were used to create an online survey. The survey was completed by 556 members representing a 22% response rate, about twice the response rate normally received. Such a high response rate ensures the results are representative of the membership as a whole. Respondents were initially contacted through letters and email. As needed respondents received email reminders and telephone calls encouraging them to complete the survey on-line. Finally, we facilitated a workshop with \$#%@ Advisory Board members where preliminary results were shared, and we collected reactions, suggestions and additional information.

Figure 2 provides a timeline for each of the major project steps and deliverables











#### **Research Conclusions**

The conclusions and recommendations draw upon both the qualitative and quantitative research. In addition, they are influenced by the judgement of MSR project managers.

- \$#%@ is an extremely effective organization that meets almost all its member needs.
- Of the more than 100 financial organizations MSR has worked with, \$#%@ receives some of the highest scores on member experience and perceived value.
- While enjoying very high scores, \$#%@ is not yet "best in class" by MSR standards, so there is room for improvement.
- \$#%@ networking events and meetings receive very high marks, but there was some indication that they could err more on the side of information sharing.
- \*#%@'s aspirational goal of being a "consultative" or a "strategic" partner should be explored more carefully. During the workshop and in-depth interviews, members were very positive about what they perceive as \$#%@'s main products and service but less clear about the need for \$#%@ to be more consultative. However, consultation was a key driver of member assessment of \$#%@'s performance based on the survey data and members tended to score \$#%@ lower on consultation than other attributes. We believe this apparent disparity may be, at least partially, due to the ways the term "consultation" was interpreted. In the in-depth interviews and workshop, it was defined by MSR managers as offering deeper insights and advice to members in a manner that contributes to strategic planning. In the survey it may be that the respondents thought of consultation more narrowly, to mean just improving its products and services. Regardless we received mixed signals on the importance of \$#%@ becoming more consultative to members.
- Collateral verifications will continue to be a source of frustration; many members expressed frustration with communication received in advance, during, and at the conclusion of the verification process.
- Technology is a sore point. Members are understanding of the challenge facing \$#%@ and have seen improvement, but they still expect \$#%@ to get "better, faster." For instance, several members mentioned the importance of automating the letters of credit process as a simple but important way of using technology to ease interaction.
- \$#%@ is often not viewed as competitive when it comes to Brokered Deposits
- Communication and explanation about the mission, vision, and strategic plans should be emphasized since communication and understanding is uneven across your members.









• Many of the frustrations your members express are due to systemic barriers over which \$#%@ has little control. Your members understand that but expect \$#%@ to advocate for regulatory relief on their behalf.

#### Recommendations

Below is list of general \$#%@-wide recommendations. Recommendations for each of the six major project areas are summarized in Figure 1.

- Establish an ongoing feedback mechanism, including some combination of transactional and brand surveys, so you can track change over time and provide near real-time feedback to \$#%@ customer facing staff and policy makers.
- Systematically evaluate all the customer touch points for each of the major products and services (e.g. customer journey mapping) to ensure you understand what it's like to interact with \$#%@ from the member's perspective and that you have appropriate metrics and feedback loops for each of the member touch points.
- Consider transitioning the Advisory Board into an ongoing panel. The panel can be set up using an electronic bulletin board or similar platform. This way the members could provide immediate feedback and insights into \$#%@'s planning and execution.
- Consider hosting improvement mini workshops between \$#%@ and members to focus on service feedback. Workshops could include a variety of \$#%@ customer facing and non-customer facing employees that could co-create solutions with \$#%@ members. Specific \$#%@ leaders should be assigned responsibility for each of the improvement initiatives. Progress reports on suggested improvements should be shared with members on an on-going basis.
- Continue to focus on excellent customer service, especially responsiveness and trustworthiness.
- Invest in technology solutions. Members are patient, but continue to feel frustrated, communicate progress frequently.
- Communicate your vision and mission. Too many members still don't understand what you can and can't do given regulatory constraints.









#### **Insights Revealed**

- Improve communication before, during and after the collateral verification process. Use the advisory board, panels and transactional surveys to ensure communication.
- To the extent possible, advocate for your members for regulatory change, and communicate back to members about progress.
- Clarify what being "consultative" is to \$#%@ and what it means to members. Consider using advisory board and/or panel to provide deeper insights into the definition of and need for more consultation.
- Be proactive and ask probing questions to members before collateral reviews or member visits. Come prepared to member meetings with specific ideas and recommendations that show a deep understanding of their business plan and current situation.
- Err on the side of over-communication, before, during and after interactions, this is particularly important for collateral reviews.
- Special focus should be given to address concerns related to collateral and making the verification process simpler.

#### FIGURE 2: PRODUCT SPECIFIC RECOMMENDATIONS



- Simply the process needed to "sell into"
- Improve technology associated with program
- Increase outreach efforts to ensure clear understanding of the

#### Advances/ **Line of Credit**

- Address and explain pricing, it's hugely important. There is understanding but needs more clear and aggressive communication
- · Explain the different products and how they can most effectively be accessed

#### **Letter of Credit**

- · Address and explain
- · Simplify application process
- · Automate letters of credit
- Ensure staff understand the members needs and frustrations. perhaps improved training

#### Housing & CD

- Members need clarity around the scoring and selection process, the affordable housing program guidelines and exactly how the discounted community and housing advance works
- It is unclear if it's a lack of understanding or frustration with the process

#### Collateral

- This is perhaps the most complex and vexing I product.
- Focus on clarifying guidelines and the determination process
- Clarify the files and documentation necessary for the verification process
- Help members find ways to use more collateral

#### Support Services

- · Keep up the excellent communication. responsiveness, and professionalism of this team
- Explore why this team generates such member praise and share learnings across the organization





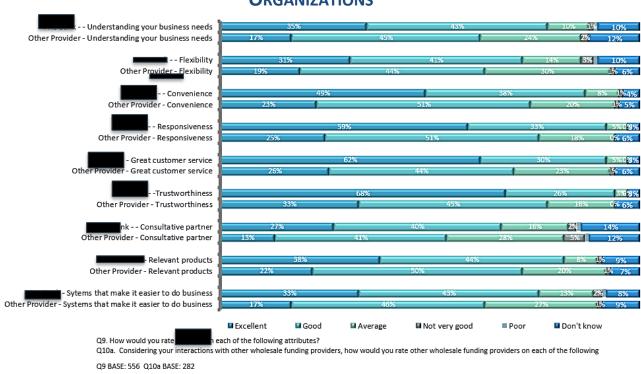




# Overall \$#%@ Performance and Comparisons to Other Financial Institution

By any measure, overall results indicate members are exceptionally pleased with \$#%@ service and products. Figure 3 compares member feedback on both \$#%@ and "other providers" (purchased deposit and listing services) across nine standard criteria.

FIGURE 3: OVERALL PERFORMANCE AND COMPARISON TO SIMILAR ORGANIZATIONS



The top bar represents the member assessment of \$#%@ while the bottom bar represents their assessment for "other wholesale funding providers." \$#%@ outperforms "others" to a significant degree across all criteria.



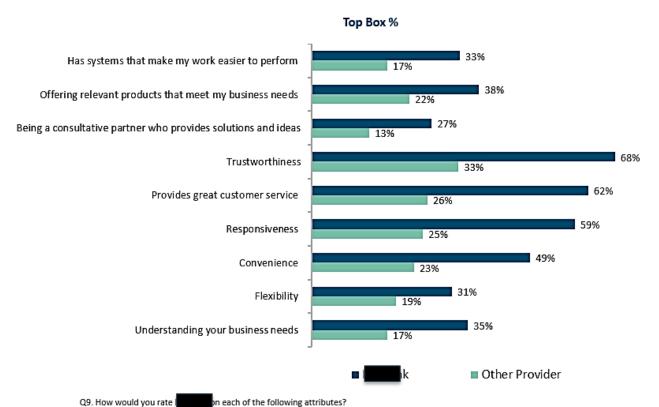






We often recommend looking just at top box scores (5s on a 5-point scale) because customers/members who give a 5 behave quite differently than those giving a 4. In fact, those who give a 4 behave quite a bit more like 3s than 5s. Members who give a 5 often will serve as advocates for the institution's products and services. Figure 4 below demonstrates the much larger percent of 5s \$#%@ members award \$#%@ as compared to "other providers" (purchased deposit and listing services).

FIGURE 4: TOP BOX SCORES



Q1. How would you rate it was a pn each of the following attributes?

Q10a. Considering your interactions with other wholesale funding providers, how would you rate other wholesale funding providers on each of the following

Q9 BASE: 556 Q10a BASE: 282



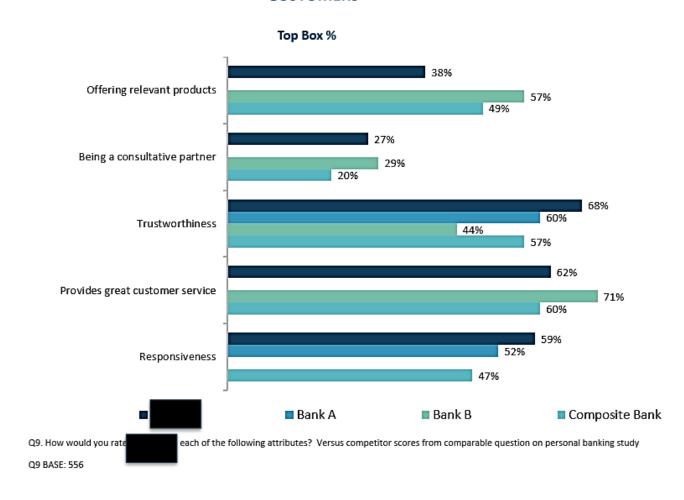






As pointed out on the previous page, \$#%@ enjoys very positive feedback from members regarding their experience. To provide additional outside comparisons, we compared \$#%@ scores with a composite bank score for eight of MSR's client banks and two of our "best in class" bank clients. These scores are highlighted below in Figure 5.

FIGURE 5: OVERALL PERFORMANCE ATTRIBUTES COMPARISON TO MSR FINANCIAL CUSTOMERS



While \$#%@ enjoys very high scores, it falls below several of our best performing banks with regards to offering relevant products and provides outstanding customer service. For this reason, there is ample room to improve.





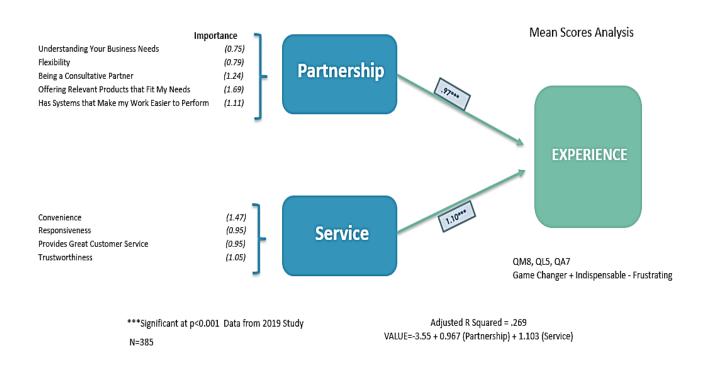




#### Key Driver Analysis of Member Experience

Beyond "satisfaction," \$#%@ has pledged to measure and improve the member "experience." To provide an experience metric, we evaluated all the possible survey questions and through a combination of judgement and statistics (factor analysis and regression) we produced the model depicted below in Figure 6.

FIGURE 6: UNDERSTANDING THE KEY DRIVERS OF MEMBER EXPERIENCE



We concluded that the concept of \$#%@ "experience" is best characterized by how members rated \$#%@ as indispensable, a game changer, and in terms of eliminating frustration. We then looked at the nine general attributes and conducted a confirmatory factor analysis. That analysis suggested there were two key factors that drive the \$#%@ experience, "Partnership" and "Service." We then tested the model using linear regression. The result is that the model and predictors do a strong job (by social science standards) of explaining the "\$#%@ experience." Consequently, we recommend that \$#%@ think in terms of two key "macro" factors that impact how members experience \$#%@—a sense of partnership and service. Essentially, \$#%@ will need to deliver on both factors to continue to improve member experience.



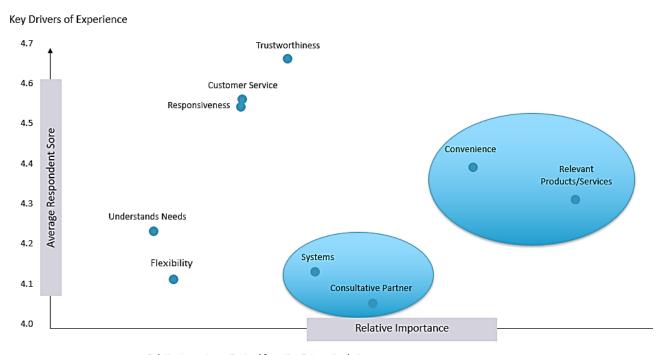






To provide specific guidance on which attributes are most important for \$#%@ to focus on to improve member experience, we have plotted the nine attributes in Figure 7. The horizontal axis is "relative importance" based on a "relative weights" analysis, while the vertical axis is a simple average score received for each attribute.

FIGURE 7: UNDERSTANDING THE KEY DRIVERS OF MEMBER EXPERIENCE



Relative Importance Derived from Key Drivers Analysiss N=385

The scatter plot above clearly suggests the two most important attributes for \$#%@ to focus on are "convenience" and "relevant products/services," followed by becoming a "consultative partner" and improving the "systems."





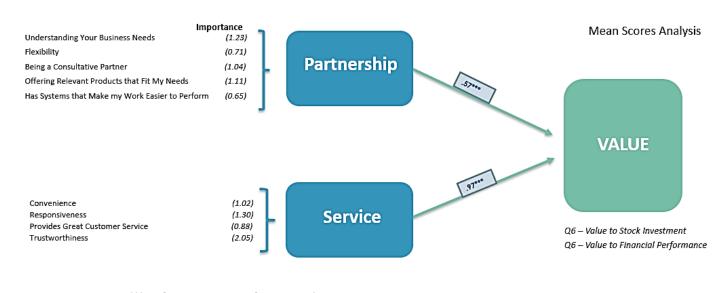




#### Key Driver Analysis of Perceived Value

We followed a similar logic and methodology as discussed in the above section to determine the key drivers of perceived value (see Figure 8 below). Again, based on judgement and statistics we defined "perceived value" as the combination of members' reported perceived value of their \$#%@ membership in relation to stock investment and their organization's financial performance. The same model fit the data, so the sense of "partnership" and "service" do a good job of predicting value.

FIGURE 8: UNDERSTANDING THE KEY DRIVERS OF PERCEIVED VALUE



<sup>\*\*\*</sup>Significant at p<0.001 Data from 2019 Study

N=556

Adjusted R Squared = .243 VALUE=2.32 + 0.568 (Partnership) + 0.972 (Service)









To provide specific guidance on which attributes are most important for \$#%@ to focus on to improve value we have plotted the nine attributes on the graph below. The horizontal axis is "relative importance" based on a "relative weights" analysis, while the vertical axis is a simple average score received for each attribute. The scatter plot below suggests the three most important attributes for \$#%@ to focus on are "convenience," "relevant products/services," and "understands needs."

Key Drivers of Customer Value Trustworthiness 4.7 **Customer Service** 4.6 Responsiveness 4.5 Average Respondent Sore Convenience 4.4 Relevant Products/Services 4.3 Understands Needs 4.2 Systems Flexibility 4.1 Consultative Partner 4.0 Relative Importance Relative Importance Derived from Key Drivers Analysiss N=556

FIGURE 9: VALUE - TOP DRIVERS BY PERFORMANCE

While "trustworthiness" is by far the most important, \$#%@ currently scores extremely high on that. Similarly, "responsiveness" is very important but again, \$#%@ank is already performing very well on that attribute.









#### Additional Demographic Analysis

Top line data on the other key demographics are summarized in a narrative fashion below, however the details are contained in the Appendix of the detailed report.

**Variability by Tier** (see pages 36-40 in appendix). \$#%@ has divided members into four tiers defined below:

- Tier 1 represent members who are current consistent users of \$#%@ products and represent those with the highest potential and probability of doing additional business with \$#%@
- Tier 2 represent members who use \$#%@ products and there is an opportunity for growth in future use of products based on perceived need
- Tier 3 represent members who are inconsistent users of \$#%@ products and there is limited opportunity for growth or increased use and limited need
- Tier 4 represent members who have not and are most likely not going to use \$#%@
  products in the future either because there is no need, or they historically have not and
  have indicated they will not

No significant difference was found between the tiers other than Tier 3 often rating \$#%@ lower than those in the other tiers.

Variability by size of assets (see pages 41-45 in appendix). \$#%@ classifies its members into one of four asset classes: less than \$250m, \$250-500m, \$500m-\$1B and, greater than \$1B. The only significant differences noted were lower ratings for institutions with over \$1B in assets for some of the attributes.

Variability by state (see pages 46-50 in appendix). The four largest member states are Colorado, Nebraska, Kansas, and Oklahoma. No major differences were found across states. However, Oklahoma consistently scored higher on most attributes. Colorado rated "systems" lower than the other states.

Variability by entity (see pages 51-55 in appendix). \$#%@ classifies its members into 3 entity groups: bank, credit unions, and insurance companies. There is a strong and significant trend, with banks giving the most positive ratings, followed by credit unions and finally insurance companies. Insurance companies appear to express the greatest frustrations with not having "systems that make my work easier." It is important to note the very small number of insurance companies (n=15) as this may account for the stark difference in scores.









**Variability by number of products used** (see pages 56-60 in appendix). We divided members into three "use" categories, those using no products, one product, and more than one product. Generally, the more products a member used the higher they rated \$#%@ on key attributes.

Variability by advances and purchase deposits (see pages 61-65 in appendix). We divided advances and purchase deposits into three categories, those that used advances only, those that used purchase deposits only, and those that used both. Those that only used purchased deposits consistently scored \$#%@ lower than the other two categories in all areas except "understanding your business needs" and "being a consultative partner."







## **Smith Kroeger**

### **Financial Statements**

**Redacted**