

## II. TERMS AND CONDITIONS

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

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

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

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

### A. GENERAL

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

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

These documents constitute the entirety of the contract.

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

Unless otherwise explicitly and 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.

**F. PRICES**

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

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

Prices submitted on the cost proposal form shall remain fixed for the initial term of the contract. Requests for an increase must be submitted in writing to the Problem Gamblers Assistance Program a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Contractor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Contractor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Contractor with written notice that such performance or deliverables may resume, in whole or in part.

**H. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**I. CHANGE ORDERS OR SUBSTITUTIONS**

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**M. BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**N. NON-WAIVER OF BREACH**

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

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**O. SEVERABILITY**

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**Q. ASSIGNMENT, SALE, OR MERGER**

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

**R. FORCE MAJEURE**

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**S. CONFIDENTIALITY**

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

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

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

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

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

### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor at any time during the term of the contract, the subcontractor's level of effort, tasks, terms of compensation including any discounts, fees or commissions, and time allocation shall be clearly defined and itemized in the bidder's proposal or in any later proposal for authorization to utilize a subcontractor. The Contractor shall agree that it will not utilize any subcontractors 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, subcontractor or employee of Contractor or a subcontractor.

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.

**E. PERMITS, REGULATIONS, LAWS**

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**G. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, subcontractors, 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.



**4. DEVIATIONS**

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

**H. ANTITRUST**

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

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**I. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**J. ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.

**O. TIME IS OF THE ESSENCE**

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

## IV. PAYMENT

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

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

### B. TAXES (Nonnegotiable)

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

### C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted monthly and shall include an itemized list of the service describing the type of service, date of the service, names or job titles of the individuals providing the service, amount of time spent on the service, billing rate for the service, itemized list of any expense for which reimbursement is requested. If reimbursement for any subcontracted service is requested, the invoice shall include the same itemization for the subcontracted service. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

### D. INSPECTION AND APPROVAL

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

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

### E. PAYMENT (Nonnegotiable)

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

### F. LATE PAYMENT (Nonnegotiable)

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

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number NPGAP2024.1**

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:	Allover Media, LLC
Bidder Address:	16355 36th Ave N Suite 700 Plymouth, MN 55446
Contact Person & Title:	Brian Bennett, CFO
E-mail Address:	brian.bennett@allovermedia.com
Telephone Number (Office):	800 525-8762
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Allover Media, LLC
Bidder Address:	16355 36th Ave N Suite 700 Plymouth, MN 55446
Contact Person & Title:	Kevin Spaniol, National Account Manager
E-mail Address:	Kevin.spaniol@allovermedia.com
Telephone Number (Office):	800-525-8762
Telephone Number (Cellular):	612-743-9398
Fax Number:	

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

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

NA 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.

NA 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.

NA 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:	All Over Media, LLC
COMPLETE ADDRESS:	16355 36 <sup>th</sup> Ave N suite 700 Minneapolis MN 55446
TELEPHONE NUMBER:	800-525-8762
FAX NUMBER:	
DATE:	4/16/24
SIGNATURE:	<i>Brian Bennett</i>
TYPED NAME & TITLE OF SIGNER:	Brian Bennett CFO

State of Nebraska Commission on Problem Gambling  
RFP # NPGAP 2024.1  
ALLOVER MEDIA, LLC

**1. CORPORATE OVERVIEW**

**a. BIDDER IDENTIFICATION AND INFORMATION**

AllOver Media, LLC, a Delaware limited liability company; 16355 36<sup>th</sup> Ave N Suite 700, Plymouth, Minnesota 55446. First began doing business October 23, 2002 under the name AllOver Media, Inc. Name change and conversion to a limited liability company took place March 9, 2015.

**b. FINANCIAL STATEMENTS**

AllOver Media is a privately held company based in Minnesota with over 90 employees nationwide. AllOver Media has been a leader in the alternative out-of-home advertising industry for over 20 years providing advertising services across the U.S. AllOver Media specializes in such captive media advertising at gas stations/c-stores, restrooms, and mobile billboards reaching various audiences as they go about their day-to-day activities and travels. As a multi-million-dollar company with a diverse client-base that includes major brands from industries such as telecommunications, food and beverage, insurance, and state government business similar to the scope of work listed for this RFP, AllOver Media is more than capable of servicing the State's advertising needs as described in this Request for Proposal.

As a banking reference, please refer to the following: Cadence Bank. Attn: My Wong | SVP, TM Corporate Sales Officer | 1333 West Loop South, Suite 1600 | Houston, TX 77027  
O: 713-871-5380 | C: 832-567-2506 | Client Support: 800-329-0289

There are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

**c. CHANGE OF OWNERSHIP**

No change in ownership or control of AllOver Media is anticipated during the twelve (12) months following the proposal due date.

**d. OFFICE LOCATION**

The AllOver Media's office location responsible for performance pursuant to an award of a contract with the State of Nebraska is 16355 36<sup>th</sup> Ave N Suite 700, Plymouth, Minnesota 55446

**e. RELATIONSHIPS WITH THE STATE**

AllOver Media has performed multiple contracts for the Nebraska State agencies as listed on the following page:

Sum of Revenue	Column Labels						Grand Total
	2019	2020	2021	2022	2023	2024	
<b>National Safety Council</b>	<b>\$3,092</b>						<b>\$3,092</b>
C200245	\$3,092						\$3,092
<b>NE Corn Board</b>	<b>\$38,629</b>	<b>\$48,399</b>	<b>\$27,951</b>				<b>\$114,979</b>
C195243	\$7,879						\$7,879
C195246	\$30,750						\$30,750
C201381		\$30,750					\$30,750
C206720		\$17,649	\$27,951				\$45,600
<b>NE DHHS</b>			<b>\$64,122</b>	<b>\$10,503</b>			<b>\$74,625</b>
C300762			\$64,122	\$10,503			\$74,625
<b>NE DOT</b>	<b>\$47,956</b>	<b>\$46,158</b>	<b>\$59,493</b>	<b>\$53,881</b>	<b>\$45,847</b>	<b>\$24,121</b>	<b>\$277,456</b>
C196854	\$18,806						\$18,806
C199866	\$29,150						\$29,150
C207273		\$10,500					\$10,500
C207293		\$35,658	\$3,717				\$39,375
C210058			\$28,875				\$28,875
C300336			\$26,901	\$1,974			\$28,875
C302514				\$28,875			\$28,875
C305830				\$23,032	\$2,468		\$25,500
C307600					\$25,500		\$25,500
C310701					\$17,879	\$3,121	\$21,000
C312065						\$21,000	\$21,000
<b>NE Lottery</b>	<b>\$31,875</b>	<b>\$31,875</b>		<b>\$60,750</b>			<b>\$124,500</b>
C198396	\$31,875						\$31,875
C203825		\$31,875					\$31,875
C304284				\$60,750			\$60,750
<b>Nebraska Lottery</b>			<b>\$31,875</b>	<b>\$31,875</b>	<b>\$60,750</b>	<b>\$31,875</b>	<b>\$156,375</b>
C209671			\$31,875				\$31,875
C301722				\$31,875			\$31,875
C308160					\$60,750		\$60,750
C311909						\$31,875	\$31,875
<b>Nebraska Soybean Board</b>				<b>\$13,019</b>	<b>\$22,396</b>		<b>\$35,415</b>
C305951				\$13,019	\$22,396		\$35,415
<b>Nebraska State Fair</b>	<b>\$18,200</b>						<b>\$18,200</b>
C198924	\$18,200						\$18,200
<b>Grand Total</b>	<b>\$139,752</b>	<b>\$126,432</b>	<b>\$183,441</b>	<b>\$170,028</b>	<b>\$128,993</b>	<b>\$55,996</b>	<b>\$804,642</b>

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

No such relationship exists or has existed with any Party named in AllOver Media's proposal response is or was an employee of the State within the past eighteen (18) months. Furthermore, no such relationship exists with an employee of any agency of the State of Nebraska that is employed by AllOver Media or is a subcontractor to AllOver Media.

**g. CONTRACT PERFORMANCE**

No such termination for default has been experienced by AllOver Media in the past five (5) years.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

California Office of Problem Gambling

AllOver Media flawlessly executed the installation of 213 Grocery Store One Sheet Posters strategically placed in high-density areas of California. Running from March 1st to March 28th, 2023, this impactful campaign was meticulously handled from start to finish by AllOver Media, encompassing printing, shipping, installation, and quality control of all advertising materials. Collaborating closely with Kelly Wheeler (kwheeler@mediasol.com) a Media Buyer at Media Solutions of Sacramento, AllOver Media took the helm as the prime contractor, ensuring seamless coordination throughout the project. Installation commenced on March 1st, 2023, wrapping up by March 7th, 2023, and the ads continued to engage viewers until the contract's end on March 28th, 2023. The total value of this influential campaign amounted to \$56,000.

Maryland Center of Excellence On Problem Gambling

AllOver Media seamlessly executed the installation of 64 Gas Pump Topper Locations within a 10-mile radius of Maryland Casinos, from February 7th, 2024, to April 11th, 2024. AllOver Media was responsible for the printing, shipping, installation, and quality control of all advertising materials. Collaborating closely with Dylan Blaschak (dblaschak@redhousecom.com) Media Director at Red House Communications, AllOver Media acted as the prime contractor, overseeing every aspect of the project. Installation commenced on February 7th, 2024, completing by February 13th, 2024, with the ads continuing to run until the contract concluded on April 11th, 2024. The total contract value for this impactful campaign was \$50,000.

**i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

Kevin Spaniol is the National Account Executive account manager for this project and will also act as the direct contact for AllOver Media on all project matters. Mr. Spaniol holds an B.A. Bachelors in Business Management from St. Johns University – Minnesota. Mr. Spaniol has been employed with AllOver Media in the role as an account manager since 2012, with several years of similar experience at a previous employer prior to his employment with AllOver Media.

AllOver Media has an established and proven process executing advertising campaigns. Initially the contract signed between the Commission and AllOver Media is coordinated through our national account manager, Kevin Spaniol and the Campaign Manager assigned to the contract. Advertising space for the campaign is secured and confirmed through our Telesales Call Center. Once the commission's creative design is developed, finalized, and approved it is then sent into our production team that consists of our Creative Team and warehouse crew. The advertisement materials are then shipped out to the target markets and physically installed in the field by the Install Field Team (Installers) under the direction of our Install Operations Team. This is followed by a proof of performance audit process where our Proof Of Performance Team audits each site and provides proof of performance report that is provide to the Commission through the national account manager and assigned Campaign Manager. Invoices are processed, managed, and sent to the Commission by our Accounting Team.

**j. SUBCONTRACTORS**

i. AllOver Media plans to utilize subcontractor(s) through the contracting agency Field Nation, LLC 733 S Marquette Ave Suite 800, Minneapolis, MN 55402 952-222-3929 Contact: Jack Cushing for the following services: Digital Truck operations, Gas & C-Store and Bar Media advertising placement services. Individually named subcontractors will be determined upon award of this RFP. Truckside (Mobile



Billboard) advertising placement services and Digital Out-of-Home orders shall be performed by bidder's employees.

ii. One subcontractor shall install all Gas & C-Store and Bar Media advertising at the 23 gas station/c-store locations, the 31 bar/restaurant locations, and 50 One-sheet poster locations within approximately 5 working days at 8-hours of work per day. This will include installing poster frames and print product, and installing gas pump top and gas pump nozzle advertising frames/holders and print product. Digital truck advertising will require one subcontractor to operate each digital truck for 8-hours per day for each truck used.

## **2.BIDDER'S PROPOSAL FOR PERFORMING THE WORK**

**Development of Marketing Plan:** AllOver Media has a nationwide network of place-based media tactics that can provide coverage to any zip code or city in the U.S. Our network consists of hundreds of thousands of place-based locations. AllOver Media works with dozens of State government entities ranging from Problem Gambling, Dept of Health, Dept of Tourism, Dept of Transportation, and we have years of experience and understanding of what works best for a particular government entity when it comes to raising awareness for a government initiative. AllOver Media takes the time to understand a government RFP and how to decipher what media formats work best based on the client objectives and target areas. AllOver Media listens and gauges client feedback, agency feedback, and consumer feedback on what media formats deliver the best results, while always working on delivering the best experience and results possible.

**Creative Proposal:** AllOver Media has an in-house Art Department that can build and design artwork, however most of the campaigns usually consist of creative concepts that have been built by the client or their creative agency of record. AllOver Media will discuss ideas and concepts with NPGAP as it relates to what NPGAP strategy is and how they want to reach consumers in Nebraska. Subsequently, AllOver Media can design creative concepts that will help maximize exposure for NPGAP.

**3.COST PROPOSAL. (appears on the following page)**

**ATTACHMENT A: COST PROPOSAL**  
**Request for Proposal NPGAP2024.1**

Bidder Name: ALL OVER MEDIA

**Instructions to bidders:**

The Commission on Problem Gambling requires all contracts awarded for services to include a projected total cost for each year of the contract. This will be expressed in the agreed contract with the awarded bidder as an amount that the annual total cost is "not to exceed" for the term of the contract.

Bidder must complete the following cost proposal table. Costs provided must be fixed for the duration of the initial term of the contract, except as otherwise provided in the following cost proposal tables. As provided in Section II F., cost increases for contract renewals after the initial term of the contract, if any, shall be based on consideration of written request by the successful bidder. Bidder must provide the unit cost of each item; however actual quantities will be determined based upon the recommendations contained in the Strategic Marketing Plan. The total price shall reflect all fees necessary to perform the services in their entirety, such as but not limited to, labor, taxes, equipment, computer software, travel, and copies unless approved in advance in writing by GAP Marketing Director (Staff). Invoices should be submitted monthly during the term of the contract.

MEDIA PLANNING			
	Total Fixed Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Strategic Planning & Market Research – Development of Strategic Marketing Plan	\$ <sup>*</sup> 203,590	\$ <sup>*</sup> 203,590	\$ <sup>*</sup> 203,590
2. Design of Public Awareness Campaign and Branding	\$ —	\$ —	\$ —
3. Account Services and Management	\$ —	\$ —	\$ —
4. Website	\$ —	\$ —	\$ —
5. Other (Please Specify)	\$ —	\$ —	\$ —
MEDIA PRODUCTION			
	Unit Cost		
	Initial Term	Optional Renewal One	Optional Renewal Two
1. Media Production of Public Awareness Campaign (Provide individual cost for each item)	\$ —	\$ —	\$ —
a. Video/Television Production (15-30 seconds of video content)	\$ —	\$ —	\$ —
b. Audio Media Production (15-30 seconds of audio content)	\$ —	\$ —	\$ —
c. Print Media Production – Print Advertisement	\$ —	\$ —	\$ —
d. Digital Media and Social Media Production	\$ —	\$ —	\$ —
e. Website	\$ —	\$ —	\$ —
f. Other (Please Specify)	\$ —	\$ —	\$ —
2. Branding Toolkit (See RFP Section V.C. 1. H.)	\$ —	\$ —	\$ —

\* = This amount reflects total media + production costs for GAS + C-Store Advertising, BAR media Advertising, + Digital OOH. Dedicated mobile Billboard Advertising is NOT included in total above. All options can be scaled down if need be.

# Advertiser: Nebraska Problem Gambling (ORIGINAL)

Projected Campaign Dates: TBD (12 Months)

RFP Number: NPGAP2024.1

Attn: David Geier



Gas & C-Store Advertising									
Media	Market	# of Locations	4 Week Net Media/Location	Production Cost/Location	# of Periods	Estimated 18+ Impressions/Period	Total Net Media	Total Net Production	Total Cost
Gas Pump Advertising	Nebraska	23	\$178.00	\$99.00	12	2,192,820	\$49,128.00	\$2,277.00	\$51,405.00
One Sheet Posters	Statewide	50	\$80.00	\$70.00	12	4,767,000	\$48,000.00	\$3,500.00	\$51,500.00

Bar Media Advertising									
Media	Market	# of Locations	4 Week Net Media/Location	Production Cost/Location	# of Periods	Estimated 18+ Impressions/Period	Total Net Media	Total Net Production	Total Cost
Bar Media Posters	Nebraska Statewide	31	\$130.00	\$75.00	12	703,080	\$48,360.00	\$2,325.00	\$50,685.00

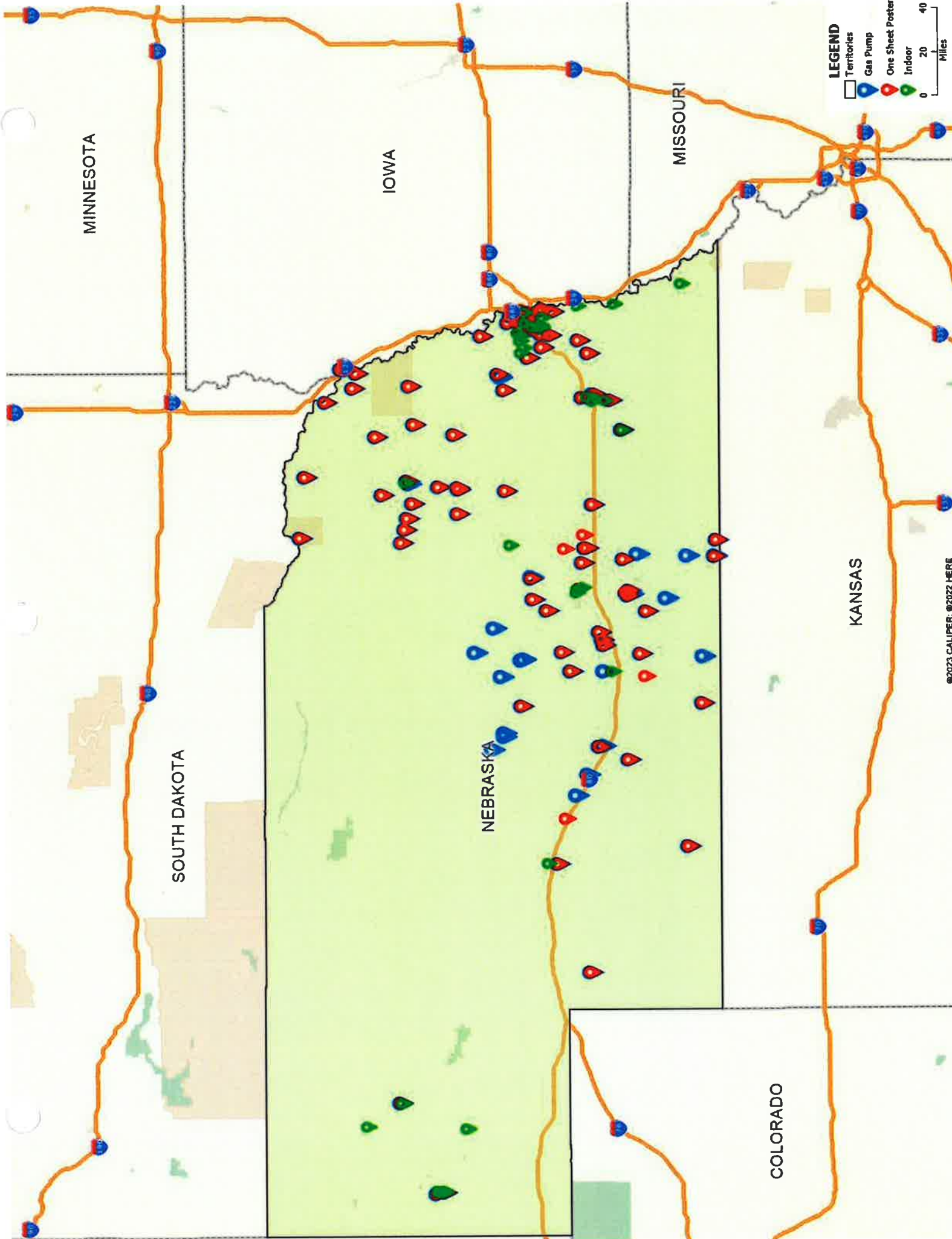
Digital OOH					
Media	Market	# of Periods	Total Impressions	Total Locations	Total Cost
DOOH Screens at Grocery Stores, Retail, Restaurant & Bars	Nebraska Statewide	12	6,250,000	64	\$50,000.00

\*Impressions and CPM are subject to change based on budget and availability

\* This option was NOT included in the cost proposal and is only shown as a potential marketing tactic to be used at Sporting Events or Concerts.

Dedicated Mobile Billboard Advertising		Market - (DMA) NE portion only	# of Units	Daily Net Media/Truck	# of Days	Estimated Impressions	Total Net Media	Total Cost
Media	Lincoln & Hastings-Kearny, NE	1	\$3,667.00	3	90,000	\$11,001.00	\$11,001.00	
		1	\$2,534.00	10	300,000	\$25,340.00	\$25,340.00	
	North Platte, NE	1	\$3,667.00	3	90,000	\$11,001.00	\$11,001.00	
		1	\$2,534.00	10	300,000	\$25,340.00	\$25,340.00	
	Omaha, NE	1	\$2,889.00	3	90,000	\$8,667.00	\$8,667.00	
		1	\$2,300.00	10	300,000	\$23,000.00	\$23,000.00	
Digital Trucks								

\* Production included



MINNESOTA

IOWA

MISSOURI

SOUTH DAKOTA

NEBRASKA

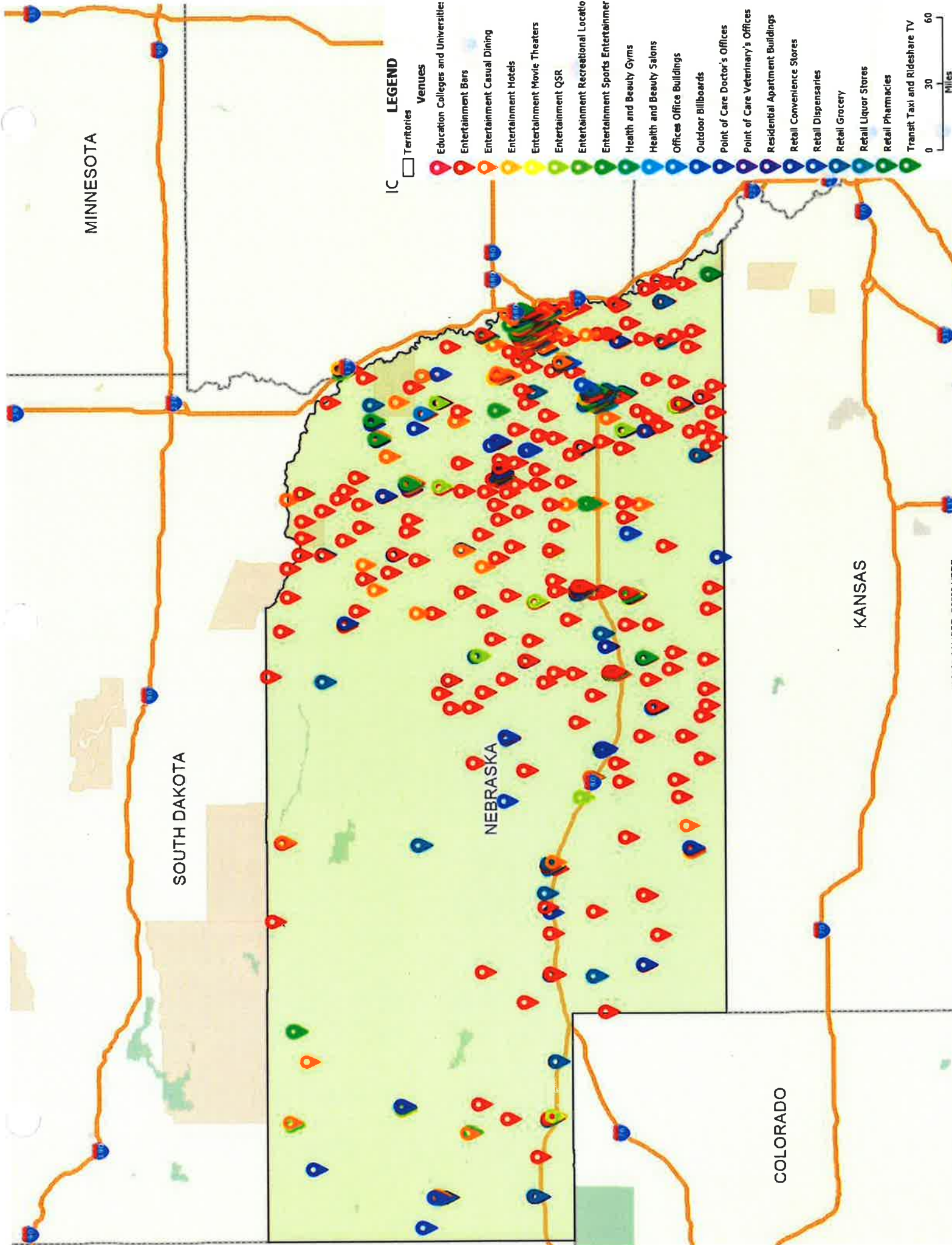
KANSAS

COLORADO

**LEGEND**

- Territories
- Gas Pump
- One Sheet Poster
- Indoor

0 20 40  
Miles



## **AllOver Media Corporate Experience – Problem Gambling**

### **CA Office of Problem Gambling**

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