

**State of Nebraska, Department of Health and Human Services
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
DHHS: Central Procurement Services
ATTN: Holly Glasgow & Keith Roland
Address: PO Box 94926
City/State/Zip: Lincoln, NE 68509
Phone:402-471-6082

SOLICITATION NUMBER	RELEASE DATE
RFP 6156 Z1	October 2, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
October 28, 2019 2:00 p.m. Central Time	Holly Glasgow & Keith Roland

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this Request for Proposal (RFP) Number 6156 Z1 for the purpose of selecting a qualified Contractor to provide Drug Overdose Prevention Instructional Videos. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	October 2, 2019
2.	Last day to submit written questions	October 9, 2019
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at http://das.nebraska.gov/materiel/purchasing.html	October 16, 2019
4.	Proposal Opening Location: Department of Health and Human Services 301 Centennial Mall S, 3 rd Floor Lincoln, NE 68509	October 28, 2019 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	October 28, 2019
6.	Evaluation period	October 29, 2019 - November 6, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	November 7, 2019
9.	Contract finalization period	November 7, 2019 – November 30, 2019
10.	Contract award	December 1, 2019
11.	Contractor start date	December 1, 2019

DigitalSky

2100 MAGNUM CIRCLE, SUITE 7

LINCOLN, NE 68522

402.413.1089

DIGITALSKY.COM



REQUEST FOR PROPOSAL 6156 Z1 - ORIGINAL

OPENING DATE: OCTOBER 28, 2019

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1. REQUEST FOR PROPOSAL FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	DigitalSky, LLC
COMPLETE ADDRESS:	2100 Magnum Circle, Suite 7, Lincoln, NE 68522
TELEPHONE NUMBER:	402-413-1089
FAX NUMBER:	402-413-1089
DATE:	10/22/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Grant Schlichtman, Creative Director

2. CORPORATE OVERVIEW

d. CONTRACTOR IDENTIFICATION AND INFORMATION

COMPANY NAME | DIGITAL SKY, LLC

ADDRESS | 2100 MAGNUM CIRCLE, SUITE 7, LINCOLN, NE 68522

STATE OF INCORPORATION | NEBRASKA

ENTITY TYPE* | LIMITED LIABILITY CORPORATION

YEAR OF INCORPORATION* | 2014

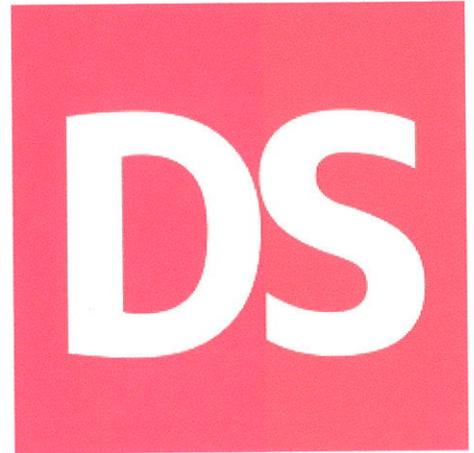
PRIMARY CONTACT | GRANT SCHLICHTMAN

PHONE | 402.413.1089

FAX | 402.413.1089

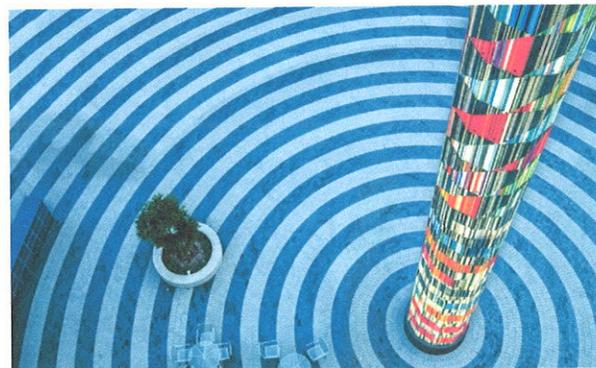
EMAIL | GRANT@DIGITALSKY.COM

WEBSITE | DIGITALSKY.COM



**ENTITY TYPE AND YEAR HAVE NOT CHANGED SINCE FIRST ORGANIZED*

Digital Sky, LLC has more than 20 years combined experience in film and media production services. Our clients include multinational corporations that are looking for a fresh perspective, global marketing firms that want to help their clients gain altitude through the use of our professional drone video services, city and state governments that want help with their overall messaging, industrial giants that need to bring their message to the 21st century, and even local startups that are looking to get their creative off the ground. We don't stick to niches, which makes us more well rounded and allows us to bring in experiences from other productions to help make yours even better.



b. FINANCIAL STATEMENTS

Digital Sky, LLC has been a privately held company from its inception. As a recognized state and federal Certified Small Business contractor, we have 7 total staff members with just under \$500k in annual revenue. We have a positive history of timely payments to all affiliates and vendors as well as a strong history of payments to all staff.

Digital Sky, LLC has active investment(s), interest, and backing from institutional investors.

With a multitude of clientele including Endicott Clay, JE Dunn, Lincoln Electric System, New Generation Construction, Hughes Brothers, FOX Sports, NMC, Berkshire Hathaway Home Services, City of Norfolk, City of Grand Island, and more, Digital Sky, LLC is capable and financially stable, holds no undo financial risks, and is well positioned for the long term.

Digital Sky, LLC has no judgements, litigation or other real or potential financial reversals pending.

Banking Reference |

Frontier Bank

Cory Vandewege, Vice President-Commercial Lending

6940 O Street, Ste 110

MAIN: 402-261-4225 DIRECT: 402-434-2523

cvandewege@frontbank.com

c. CHANGE OF OWNERSHIP

Digital Sky, LLC has no anticipation of any change in ownership or control of the company during the 12-month period following this proposal due date. Digital Sky has no active partnerships, pending partnerships, or any other proposed business action that would change the ownership structure of the company.

d. OFFICE LOCATION

Digital Sky's headquarters is located at **2100 Magnum Circle, Suite 7, Lincoln, NE 68522**. We also have an office at **1406 Veterans Dr, Suite 211, Omaha, NE 685022**.

e. RELATIONSHIPS WITH THE STATE

Digital Sky, LLC has a robust history working with various municipalities within the State of Nebraska, such as the City of Norfolk, the City of Grand Island, and the Lincoln Convention and Visitors Bureau. However, Digital Sky, LLC has only had one contract with the State, as shown below:

Nebraska Department of Transportation - CK1737 (May - December, 2017)

Digital Sky, LLC provided the Nebraska DOT with aerial inspection services via drone for 22 Bridges across the State of Nebraska. This was apart of a pilot program that was examining the effectiveness of drones for inspection use. The contract was fulfilled in full.

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

No Digital Sky, LLC employee is or has been an employee of the State within the past 12 months. No employee of any agency of the State of Nebraska is employed by Digital Sky, LLC or is a Subcontractor of Digital Sky, LLC as of October 28, 2019.

g. CONTRACT PERFORMANCE

Digital Sky, LLC, nor any proposed Subcontractor, has had a contract terminated for default, nor has it had it terminated for convenience, nonperformance, non-allocation of funds or for any other reason.

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

Digital Sky, LLC has vast experience in the world of film production. Whether it is editing, cinematography, sound design, script writing, storyboarding, logistics and coordination, or even flying FAA certified cinema-quality drones, we've done it all. Digital Sky, LLC welcomes any opportunity to expand on the scope of each project should the Committee have further questions.

2. CORPORATE OVERVIEW

Below are some existing clients of ours - Digital Sky, LLC would be honored to have a chance to earn a relationship with the Nebraska Department of Health and Human Services and have you apart of our growing list.



	PRE-PRODUCTION	FILMING	INTERVIEWS	TALENT MANAGEMENT	MOTION GRAPHICS	SOUND DESIGN	POST-PRODUCTION
Norfolk Area Visitors Bureau	●	●		●	●	●	●
Lincoln Electric System		●			●	●	●
Endicott Clay Products Company	●	●	●	●	●	●	●
NMC	●	●	●	●	●	●	●
Nelnet		●			●	●	●
Hughes Brothers	●	●	●	●	●	●	●
Fox Sports GO		●					
Lincoln Convention & Visitors Bureau	●	●		●	●	●	●
NGC	●	●	●	●	●	●	●
Gage Area Growth Enterprise (NGACE)	●	●	●	●	●	●	●
Las Vegas Convention Visitors Association						●	●
Angels Among Us		●	●		●	●	●
Nebraska National Guard Association		●	●		●	●	●
Big Red Challenge		●	●		●	●	
JE Dunn	●	●	●		●	●	●
Sideline Power	●	●	●	●	●	●	●
NODDLE Companies	●	●			●	●	●
Grand Island Utility District	●	●			●	●	●
Crete Carrier Corporation		●					●
Creighton University		●					
Doane University		●					
Downtown Lincoln Association	●	●		●	●	●	●
Hawkins Construction Company	●	●			●	●	●
Nicholson Construction Company	●	●	●	●	●	●	●
Whiting Turner	●	●	●		●	●	●

NARRATIVES

CLIENT | SIDELINE POWER - "LEGACY ENDZONE CAMERA SYSTEM INSTRUCTIONAL"

Time Period | June 2017 - Ongoing

Scheduled Completion Date | April 2018

Actual Completion Date | April 2018

Scheduled Budget | \$6,200

Actual Budget | \$6,200

Prime Contractor | DigitalSky, LLC

Subcontractor | None

Reference | Marc Sheil, VP of Sales & Marketing,
msheil@sidelinepower.com, 800.496.4290 x805



WEBLINK: <https://www.youtube.com/watch?v=6xnQ18M6pvE>

Sideline Power is the #1 Choice in Coaching Communication equipment. Digital Sky, LLC has done countless videos for Sideline power since 2017. The above referenced video was chosen as it is instructional in nature and showcases our ability to transform informational content into effective visual mediums. Additionally, this shows that we can time-stamp videos into sub-categories for a more convenient viewer and presentation experience. We believe incorporating time-stamping and other types of interactivity into your future videos will help with absorption and delivery of the information. Time-stamping and other interactive tools come included in our cost proposal(s).

CLIENT | NGC CONSTRUCTION - "KIMBALL WIND"

Time Period | April 2018 to June 2018

Scheduled Completion Date | June 2018

Actual Completion Date | May 2018

Scheduled Budget | \$7,500

Actual Budget | \$7,500

Prime Contractor | Digital Sky, LLC

Subcontractor | None

Reference | Lindsey Klug lklug@ngcgroupinc.com 402.261.5489
1935 O Street, Lincoln, NE 68510



WEBLINK: <https://vimeo.com/279469440>

New Generation Construction Group, Inc., or NGC for short, is a younger construction company based in Lincoln, Nebraska that required assistance with a production they'd use to inform viewers about their capabilities in regards to development and construction of Wind Electric Generation Facilities. This production features the use of awe inspiring ground and aerial video, spoken interviews with key players in the project, and a wide array of our other services. The finished video was placed on their website and used to showcase the work that they do in Wind Farm Construction and more specifically, the work done to re-power the first wind farm in Nebraska making it bigger and better than before.

CLIENT | NMC GROUP INC - "LIFETIME"

Time Period | April 2018 to June 2018

Scheduled Completion Date | June 2018

Actual Completion Date | May 2018

Scheduled Budget | \$8,800

Actual Budget | \$8,800

Prime Contractor | Digital Sky, LLC

Subcontractor | N/A

Reference | Amy Denny amydenny@nmc-corp.com
402.891.7674



WEBLINK: <https://vimeo.com/269707615>

NMC, Inc., Nebraska's only Authorized Caterpillar Equipment Dealer has been a client of Digital Sky's since 2015, and has since hired Digital Sky for a total of 18 Video Production Projects and 6 Photography Projects. The "Lifetime" video was produced to educate NMC's potential and existing clients about the role NMC takes in not only the equipment buying process, but the process of maintaining and supporting the client and their equipment afterwards.

This production was set for release on Social Media and Web, with the goal of targeting companies engaged in the purchase and use of lifting equipment such as forklifts, skid-loaders, etc.

The project highlights our cinematography capabilities, sound design, interview skills, script writing and graphic overlays that will be needed for the videos outlined in the RFP.

I. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Digital Sky, LLC puts the slogan of "The Good Life" into practice everyday. Perhaps it is because our management is composed of 5th and 6th generation Nebraskans, or perhaps it is because we're a small company where duplicitous policies have no where to hide, we strive everyday to make our work environment and culture fun, open, honest, and empowering.

Additionally, we are a purpose-driven company. We allocate significant resources to provide media production for non-profit organizations so they may do what they do best - **help make the world a better place**. Our most recent relationships in this regard have been with organizations like: *Angels Among Us* (www.angelsamongus.org) - a Nebraska based non-profit geared towards providing financial support, comfort and hope to families battling pediatric cancer, *Down Syndrome Association for Families of Nebraska* (www.dsafnebraska.org), an organization that provides support for individuals with Down syndrome, their families, friends, educators, and professionals who share in their lives, the *National Guard Association of Nebraska* (www.neguard.org) - the Nebraska chapter of the National Guard Association, geared to promote and support State and National Security, and *The Big Red Challenge* (www.bigredchallenge.com), a non-profit organization that supports veterans in the transition to civilian life through Challenge, Service, and Community.

What perhaps sums up our overarching management philosophy is the idea of *enlightened self interest*. We know that by serving the interests of others we inherently and ultimately help serve the interest of ourselves. This philosophy is directly relevant to the work required in this proposal. For by producing content that truly educates and truly reaches the hearts and minds of the audience, we believe that our community is far less likely to have to endure the pain of drug overdose, abuse, and misuse. This in turn makes our community a safer, happier, and more robust place to live. We can do well by doing good, and we hope to have a chance to partner with you in this cause.

Regarding our workflow structure: Because we are a small business, communication is always thriving and commonplace. For each project we assign a main creative producer. That producer will then assign other producers to assist with the project. The main producer will not only lead the project and delegate each function but will also be your direct POC for any status updates, questions, concerns, and deliverables. In our experience this helps with inter and outer communication; members of your team will never have any ambiguity as to whom they should speak to in regards to your project. That producer will hold at least 2 production meetings per week to coordinate, gauge, and adjust anything needed for your project. From those meetings a status update will be provided to you as outlined in the RFP.

We have listed our key staff that will be assigned to this project, as well as your key POCs on the following pages.

2. CORPORATE OVERVIEW



Grant Schlichtman

CoFounder, Creative Director & CEO

EDUCATION:

A.A.S. - Business Administration, *Southeast Community College*

B.A. - Video Production & Film Sciences, *Los Angeles Film School*

Born and raised in Fairbury, NE, Grant attended Southeast Community College where he gained an A.A.S. in Business Management. From there, Grant formally studied at Los Angeles Film School where he received a degree in Film Sciences. Grant lived and worked in Los Angeles for 10 years, running his own film company and working for clients such as Disney and NBC Universal.

In 2012, Grant moved back to Nebraska to live the good life and continue his film career in Nebraska, where he started DigitalSky with Justin Kyser. Since then, Grant has worked with various Nebraska companies such as JE Dunn and Whiting Turner to build DigitalSky into the company it is today. In 2018, Grant was recognized with the Walter Scott Entrepreneurial Business Award for his talent and efforts. His experience is vast, working almost every role known in film, from editor to director.

Grant's role is to oversee the greater project and work with our lead producer Mr. Chritsoffersen (shown below) and helping manage each Producer's respective tasks. Grant is versed in every aspect of the film making process and will be by your side every step of the way. **Grant, alongside Mr. Christoffersen will be a primary Point-of-Contact.**

Heather Vanderslice - Marketing Manager, Hughes Brothers, Inc.

210 N 13th Street, Seward, NE 68434

402.464.6291

heather.vanderslice@hughesbros.com

Amy Denny - Marketing Manager, NMC, Inc.

11002 Sapp Brothers Drive, Omaha, NE 68138

402.891.7674

amydenny@nmc-corp.com

John Ragland - Marketing Director, Endicott Clay Products Company

PO Box 17, Fairbury, NE 68352

402.729.3315

jragland@endicott.com



Justin Kyser

CoFounder & COO

EDUCATION:

B.S. - Business Administration, *University of Nebraska-Lincoln*

A.A.S - Aviation/Airway Management and Operations, *Heston College*

Justin is CoFounder and COO of DigitalSky. He is our main FAA certified UAV operator. Justin's day-to-day includes assisting Grant and staff with overall management of projects. One day he may be filming and flying drones, another he may be hiring talent and doing payroll, or perhaps giving a speech at a conference. Justin has received numerous awards including the Walter Scott Entrepreneurial Business Award and The Peter Kiewit Student Entrepreneurial Award.

Justin has been managing cinema based aerial operations for the company since its inception and not only holds a UAV operator's license but also a commercial pilot's license. He has captured aerial footage for feature films, commercials, governmental PSAs, new digital media/social media and more.

Justin will be an integral part of the coordination and management of the overall project. From talent management and hiring, scheduling and logistics, expense approval, and staff benchmarks, he will oversee a large part of the operations involved in making your video productions a success.

Heather Vanderslice - Marketing Manager, Hughes Brothers, Inc.

210 N 13th Street, Seward, NE 68434

402.464.6291

heather.vanderslice@hughesbros.com

Amy Denny - Marketing Manager, NMC, Inc.

11002 Sapp Brothers Drive, Omaha, NE 68138

402.891.7674

amydenny@nmc-corp.com

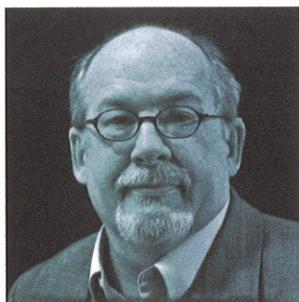
John Ragland - Marketing Director, Endicott Clay Products Company

PO Box 17, Fairbury, NE 68352

402.729.3315

jragland@endicott.com

2. CORPORATE OVERVIEW



Robert Christoffersen

Producer

EDUCATION:

B.A. - Radio/Television and Film
- *University of Nebraska-Lincoln*

AHIP - *United Healthcare Medical Solutions (2016)*

Robert is an ADDY Award winning Director/Producer and DigitalSky is lucky to have him apart of the DigitalSky team. With over 40 years of visual media experience on a national and regional level, Mr. Christoffersen will bring his vision, knowledge and personal experience to this project that no other company can provide. Due to past surgeries, Mr. Christoffersen has lived the problem of opioid addiction. He has recovered from it. He will use that experience to provide compassion and insight to assist DHHS in their goals.

As a writer/producer of training and CE videos for such companies as Hartford Insurance, The Catholic Mutual Company, FFE Trucking and the Wanderguard Company, Robert will help DHHS succeed in accomplishing and achieving their goals.

Robert, alongside Grant Schlichtman, will be your main Point-of-Contact for these projects.

AUR

AUR

AUR



Jackie Marten

Creative Producer

EDUCATION:

B.F.A. Film & New Media
(2019) - *University of Nebraska-Lincoln*

Liberal Arts Associate's Degree (2017) - *Metropolitan Community College*

Jackie is our go-to Editor and Adobe and Avid expert. She is a professional talent in Avid Media Composer, Avid Pro Tools, Adobe Premiere Pro, Adobe After Effects, Adobe Photoshop, Adobe Lightroom, and Adobe Audition.

Jackie has worked as 1st and 2nd AC, Director of Photography, and Motion Graphic Artist in a wide array of film projects such as *The Healing of Harman (2018)*, *No More, No Less (2018)*, and *32 Lizards (2019)*.

In addition to her implementing the motion graphics, informational graphic overlays, and closed captioning, she will be an integral part in assessment, integration and dissemination of the information needed for the videos. She will be working hand-in-hand with Jesse Merriman (shown below) in this effort. Jackie will be reporting to Robert Christoffersen.

Katryna Vander Zwaag - Production Designer, Henhouse Productions

Lincoln, NE

katrynavz@gmail.com

402.595.8313

Kirk Henningsen - Director, The Rose Theatre

2001 Farnam Street, Omaha, NE 68102

oh.imintrouble@gmail.com

402.281.8238

Steve Kolbe - Associate Professor of Film, University of Nebraska-Lincoln

1400 R Street, Lincoln, NE 68588

skolbe2@unl.edu

402.472.4914

2. CORPORATE OVERVIEW



Jesse Merriman

Creative Producer

EDUCATION:

B.A. Journalism, Advertising and Public Relations - *University of Nebraska-Lincoln*

With more than 10 years of experience as a creative, Jesse has honed his skills through a career filled with completing projects for many distinguished brands. His background includes experience in videography, aerial imaging, animation, 360 degree video, and virtual reality.

Jesse has been involved with Digital Sky since 2015. He first worked with Digital Sky in a freelance capacity and became a full-time employee with Digital Sky in 2018. Jesse works on a variety of projects as a Media Producer and FAA certified drone pilot.

Jesse's client experience includes American Airlines, KIND Bars, M&M's, White Castle, Breitling, Grand Canyon West, Kansas City Chiefs, and the Nebraska Cornhuskers.

Jesse will be our main sound and camera operator. Jesse will also be working alongside Robert with project management and will lead all Quality Assurance processes. He will be reporting directly to Robert Christoffersen.

Zach Bock - Senior Motion Designer, Swanson Russell

(www.swansonrussell.com)

1202 P St, Lincoln, NE 68506

402.659.3816

Clark Young - Video Producer, Clark Young Videography

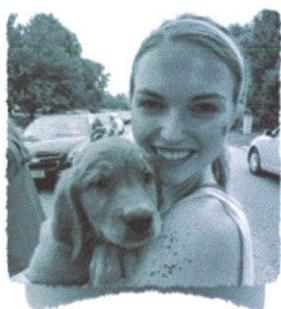
(www.clarkyoungvideography.com)

402.650.8894

Kappes Chatfield - Founder, Rveal Media

(www.rveal.com)

240.601.5844



Julia Kennedy

Production Assistant/Intern

EDUCATION:

B.A. Journalism (2022), Major: Advertising and Public Relations, Minor: Hospitality, Restaurant, and Tourism Management - GPA 4.0 - *University of Nebraska-Lincoln*

Julia is an intern with Digital Sky due to her current enrollment at the University of Nebraska-Lincoln, but if we could bring her on full-time, we would in a heartbeat. She truly shows the talent and capability that comes from a Nebraska education.

Julia has extensive knowledge in Adobe and does much of our After Effects, Photoshop, and Illustrator work. She has gained professional experience working on Digital Sky productions as well as past experience with HuskerVision, where she edited sports footage and assisted with live productions for men's and women's basketball and wrestling. Julia is apart of UNL's Advertising Club, UNL Dean's List, and is the Videographer Chair for Chi Omega Sorority.

Julia will be assisting with various tasks for your project, including, but not limited to: After Effect animations, Copy Writing / Script Writing / Storyboarding, talent management, and logistics. She will be reporting to Jackie Marten and and Jesse Merriman.

Bethany Clark

1802 S 183rd Circle, Omaha, NE 68130

402.450.6070

Rod Henkel

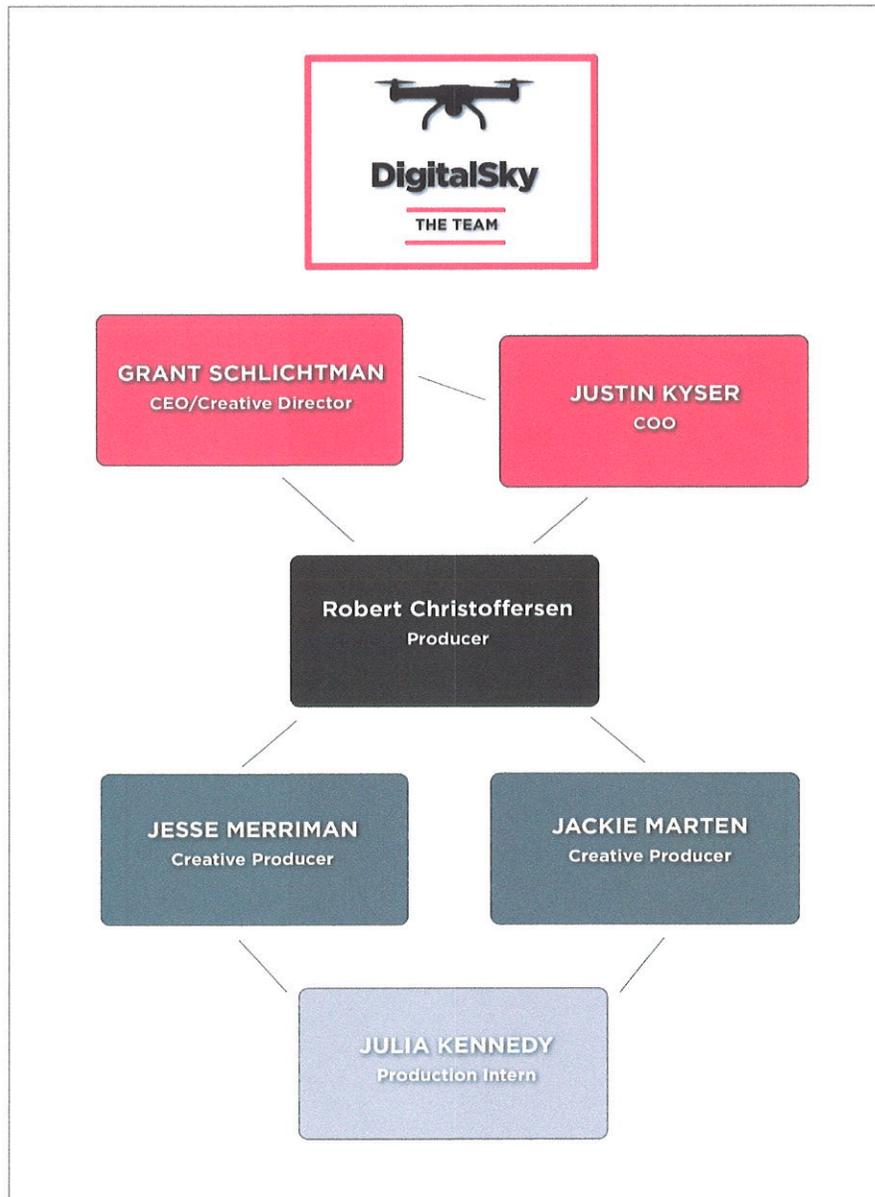
1657 N Oak Street, Wahoo, NE 68066

402.443.9141

Dipra Jha

202 E Ruth Leverton Hall, Lincoln, NE 68583-0806

715.440.0031



j. SUBCONTRACTORS

Because of the experience and scope of skills each of our proposed staff members have, Digital Sky, LLC does not anticipate needing to subcontract any work to outside entities. We feel this is the best approach for deliverable requirements and communication effectiveness. However, if it is found that the parameters of the project extend beyond our reach, we assure you that we will only bring on only the most suitable vendors and will coordinate and communicate the change management effectively.

3. TERMS AND CONDITIONS

II. TERMS AND CONDITIONS

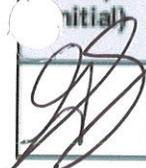
Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor 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 contractor 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 solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor's commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor'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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/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 to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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.

3. TERMS AND CONDITIONS

B. NOTIFICATION

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

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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. GOVERNING LAW (Statutory)

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.

D. BEGINNING OF WORK

The contractor 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.

E. AMENDMENT

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

F. CHANGE ORDERS OR SUBSTITUTIONS

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

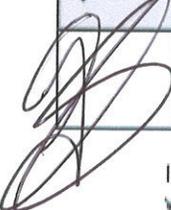
The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service,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

3. TERMS AND CONDITIONS

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.

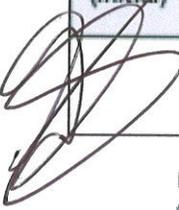
No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

H. BREACH

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

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 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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

I. NON-WAIVER OF BREACH

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

3. TERMS AND CONDITIONS

			
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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.

J. SEVERABILITY

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

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.

K. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY (Optional)

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 solicitation.

3. TERMS AND CONDITIONS

3. PERSONNEL

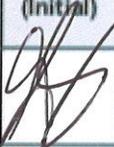
The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including 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 (Reissue 2008). 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. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

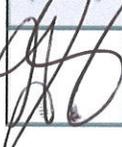
5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

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

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

M. ASSIGNMENT, SALE, OR MERGER

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

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

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

N. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

3. TERMS AND CONDITIONS

			
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The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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.

O. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). 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.

P. CONFIDENTIALITY

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

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

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

Q. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

3. TERMS AND CONDITIONS

R. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

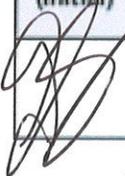
S. EARLY TERMINATION

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

The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to

3. TERMS AND CONDITIONS

comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;

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

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

3. CONTRACTOR DUTIES

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor'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.

3. CONTRACTOR DUTIES

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/material/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation 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 (Statutory)

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 solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. DISCOUNTS

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

3. CONTRACTOR DUTIES

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. 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 first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed ten percent (10%) of the price proposed for the period. The request for a price increase must be submitted in writing to the Department of Health and Human Services 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. COST CLARIFICATION

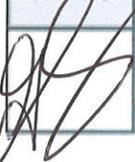
The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

H. PERMITS, REGULATIONS, LAWS

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

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.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

3. CONTRACTOR DUTIES

J. INSURANCE REQUIREMENTS

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

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 one (1) year following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE 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

3. CONTRACTOR DUTIES

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
 Division of Public Health
 Attn: Drug Overdose Prevention Program Manager
 301 Centennial Mall S., 3rd floor
 Lincoln, NE 68508

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.

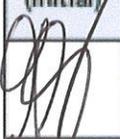
Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

3. CONTRACTOR DUTIES

4. DEVIATIONS

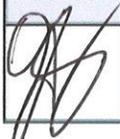
The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

K. ANTITRUST

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

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.

L. CONFLICT OF INTEREST

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

By submitting a proposal, contractor certifies that there does not now exist a relationship between the contractor and any person or entity which is or gives the appearance of a conflict of interest related to this solicitation or project.

The contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its goods and services hereunder or which creates an actual or an appearance of conflict of interest.

The contractor certifies that it will not knowingly employ any individual known by contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the solicitation or project, or who had any influence on decisions affecting the Solicitation or project.

M. SITE RULES AND REGULATIONS

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

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.

3. CONTRACTOR DUTIES

N. ADVERTISING

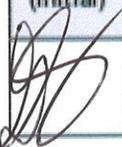
Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

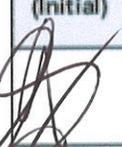
Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

P. DISASTER RECOVERY/BACK UP PLAN

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

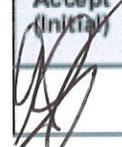
The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

Q. DRUG POLICY

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

Contractor certifies it maintains a drug free work place 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.

R. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this

3. CONTRACTOR DUTIES

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 Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the 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.

3. PAYMENT

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[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 (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include at a minimum deliverable name(s), date(s) of services, and total amount. 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. Address and/or email address for invoice delivery shall be provided to the awarded bidder upon contract execution.

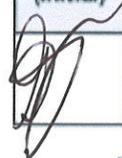
D. INSPECTION AND APPROVAL

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

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

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

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

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

3. PAYMENT

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 (Statutory)

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 (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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 Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) 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.

4. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

B. PROJECT ENVIRONMENT

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

C. SCOPE OF WORK

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP, including the following subsections of Section C - Scope of Work.

1. CONCEPT

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

2. PRODUCTION

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

3. EDITING AND POST PRODUCTION

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

D. DELIVERY

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

E. TIMELINES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

F. OPTIONAL SERVICES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

G. DELIVERABLES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

D. DELIVERY

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP. DigitalSky, LLC can provide secure Google Drive direct-download links in addition to physical delivery via USB drive to DHHS. If DHHS prefers a specific cloud-based storage and transfer method, Digital Sky, LLC will provide this at the cost of Digital Sky, LLC.

E. TIMELINES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

F. OPTIONAL SERVICES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP. DigitalSky, LLC is fully versed and capable of the requested Optional Services. Please refer to Cost Proposal for the additional services we provide.

G. DELIVERABLES

Digital Sky, LLC acknowledges and confirms the requirements in the subdivisions of the RFP.

**Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6156 Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the contractor's name and address, and the specific person(s) who are responsible for preparation of the contractor's response.

Preparation of Response Contact Information	
Contractor Name:	DigitalSky, LLC
Contractor Address:	2100 Magnum Circle, Suite 7, Lincoln, NE 68522
Contact Person & Title:	Grant Schlichtman, Creative Director
E-mail Address:	grant@digitalsky.com
Telephone Number (Office):	402-413-1089
Telephone Number (Cellular):	402-729-7878
Fax Number:	402-413-1089

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	DigitalSky, LLC
Contractor Address:	2100 Magnum Circle, Suite 7, Lincoln, NE 68522
Contact Person & Title:	Grant Schlichtman, Creative Director
E-mail Address:	grant@digitalsky.com
Telephone Number (Office):	402-413-1089
Telephone Number (Cellular):	402-729-7878
Fax Number:	402-413-1089



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/29/2019

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER UNICO Group, Inc. 1128 Lincoln Mall Suite 200 Lincoln NE 58508	CONTACT NAME: Robert Burkett		
	PHONE (A/C No. Ext.): 402 434-7200	FAX (A/C No.): 402 434-7272	
	E-MAIL ADDRESS: rburkett@unicogroup.com		
INSURED Digital Sky, LLC 2100 Magnum Cir Ste 7 Lincoln NE 58522	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A:	Chubb Group	10052
	INSURER B:	American Alternative Insurance Corp	
	INSURER C:	SFM Mutual Insurance Company	
	INSURER D:		
	INSURER E:		

COVERAGES CERTIFICATE NUMBER: 19-20 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYY)	POLICY EXP (MM/DD/YYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO. SECT <input checked="" type="checkbox"/> LOC OTHER:			DGTMDAD5272353B	04/21/2019	04/21/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP/AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			197360-97-11	06/18/2019	04/21/2020	COMBINED SINGLE LIMIT (Ea Occ/Mo) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS MADE DED: \$ RETENTION: \$			DGTMDAD5272353B	04/21/2019	04/21/2020	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	97785.202	04/21/2019	04/21/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E L EACH ACCIDENT \$ 500,000 E L DISEASE - EA EMPLOYEE \$ 500,000 E L DISEASE - POLICY LIMIT \$ 500,000
B	Drone Liability			9008891	04/21/2019	04/21/2020	Limit \$ 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101 Additional Remarks Schedule, may be attached if more space is required)
 Professional Errors and Omission Provided by Chubb-Policy TECNED52723541 3N, Limit \$1,000,000 Per Occurrence

CERTIFICATE HOLDER **Sample**	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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FULL SCALE PRODUCTION

DIGITALSKY IS FULLY EQUIPPED TO DEVELOP ANY IDEA INTO REALITY. WE EMPOWER BRANDS TO ACHIEVE EXCELLENCE BY CREATING EXCEPTIONAL COMMERCIAL, BRANDED AND SOCIAL VIDEO CONTENT. ALL THIS BASED RIGHT IN THE HEARTLAND.

PREPRODUCTION PLANNING

OUR PREPRODUCTION PLANNING ALLOWS US TO EASILY ORGANIZE AND COORDINATE TO MAKE OUR PRODUCTION PROCESS QUICK AND EASY.

TOP-NOTCH EDITING

EDITING THAT BRINGS IT ALL TOGETHER. OUR EDITORS WORK TO ACHIEVE THE GREATEST QUALITY IN YOUR VIDEO. WE AREN'T SATISFIED UNTIL YOUR AUDIENCE IS.

CRISP SOUND DESIGN

THE CRUCIAL COMPONENT TO ANY VIDEO IS SOUND. WE HAVE TOP-NOTCH SOUND EQUIPMENT TO ENSURE THAT WHAT YOU HEAR ON SET IS WHAT YOU GET.

VIDEO PRODUCTION

FROM IDEA TO REALITY, WE HAVE THE TOOLS TO GET THERE. OUR CAMERAS SHOOT HOLLYWOOD GRADE FOOTAGE AT THE PRICE OF HOLLYWOOD.

STORYBOARDING

SEE THE VIDEO COME TO LIFE BEFORE WE EVEN PRESS RECORD. STORYBOARDING ALLOWS EVERYONE TO CLEARLY UNDERSTAND THE FINAL PRODUCT BEFORE ARRIVING ON SET.

STYLISTIC ANIMATION

SPECIALIZING IN 2D AND 2.5D ANIMATION, ANY TITLE, GRAPHIC, OR IMAGE CAN COME TO LIFE.

PROFESSIONAL LIGHTING

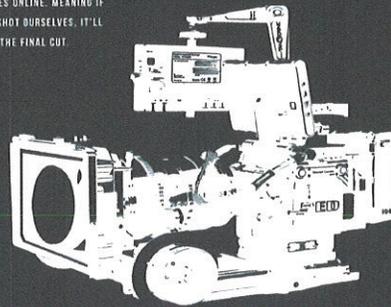
OUR PROFESSIONAL LIGHTING PACKAGE HELPS US DRIVE SPECIFIC EMOTION AND STYLE INTO SCENES, NO MATTER THE SCENERY.

STOCK LIBRARY ACCESS

WITH ACCESS TO NOT ONLY OUR IN HOUSE STOCK LIBRARY, WE HAVE ACCESS TO SEVERAL STOCK SITES ONLINE. MEANING IF WE CAN'T GET THE SHOT OURSELVES, IT'LL STILL BE IN THE FINAL CUT.

TALENT ACQUISITION

WITH ACCESS TO CASTING AGENCIES, VOICE OVER PROFESSIONALS, AND ACTORS, YOU'LL KNOW THE BEST IN THE MIDWEST WILL BE AVAILABLE FOR YOU.



3,500 SF INDOOR STUDIO

DigitalSky's 3,500 sq. ft Indoor Shooting Studio

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