

From: [Matt Slaby](#)
To: [Rood, Jerica](#)
Cc: [Walklin, Gregory](#); [Glasgow, Holly](#)
Subject: Re: Bid 6156 Z1 Proprietary Information
Date: Saturday, November 9, 2019 6:57:11 PM

Hi All,

We are in receipt of DHHS's request for clarification on our proposal's confidential and proprietary information. In order to expedite the process and to provide for greater transparency we would like to waive the information contained in the footer of our original submission. We understand that this waives our rights to any and all confidential and/or proprietary information contained in our RFP. I will resubmit a hard copy of our proposal with the footers omitted so that, should our answer to the RFP be successful, DHHS will have a clean copy to incorporate into the final contract. Please feel free to contact me should anything require further clarification. I'm always pleased to help.

Kindest Regards,
Matt Slaby,
Managing Partner

MATT SLABY **Luceo**

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+1 303 877 0273 (Cell)

www.luceoimages.com

mattslaby@luceoimages.com

On Nov 1, 2019, at 11:54 AM, Rood, Jerica <Jerica.Rood@nebraska.gov> wrote:

Mr. Matthew Slaby,

Please see the attached letter regarding confidential and proprietary information submitted in reference to Request for Proposal number 6156 Z1 for Drug Overdose Prevention Instructional Videos.

Thanks,

Jerica Rood | *Administrative Assistant I*
OPERATIONS | PROCUREMENT

Procurement Questions? Visit the Procurement Help Center
Nebraska Department of Health and Human Services

OFFICE: 402-471-6474

DHHS.ne.gov | [Facebook](#) | [Twitter](#) | [LinkedIn](#)

<Confidential and Proprietary Letter.pdf>

ADDENDUM TWO

Acknowledged: 10.26.19

Date: October 24, 2019
To: All Bidders
From: Holly Glasgow/Keith Roland, Buyers
Department of Health and Human Services
RE: Addendum for Request For Proposal 6156 Z1



Original Opening Date and Time: October 28 at 2:00 p.m.

New Opening Date and Time: October 30, 2019 at 2:00 p.m.

Scope of Addendum

Hand delivered responses or responses delivered by FedEx or UPS should be delivered to

DHHS - 3rd Floor Reception Desk
301 Centennial Mall South
Lincoln, NE 68509

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
4. Proposal Opening Location: Department of Health and Human Services 301 Centennial Mall S, 3 rd Floor Lincoln, NE 68509	October 28, 2019 October 30, 2019 2:00 PM Central Time
5. Review for conformance to solicitation requirements	October 28, 2019 October 30, 2019
6. Evaluation period	October 29, 2019 – November 6, 2019 October 31, 2019 – November 12, 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 November 12, 2019
9. Contract finalization period	November 7, 2019 – November 30, 2019 November 12, 2019 – November 30, 2019
10. Contract award	December 1, 2019
11. Contractor start date	December 1, 2019

This addendum will become part of the bid and should be acknowledged with the RFP.

ADDENDUM ONE, QUESTIONS and ANSWERS

Acknowledged: 10.26.19



Date: October 16, 2019
 To: All Bidders
 From: Holly Glasgow/Keith Roland, Buyers
 Department of Health and Human Services
 RE: Addendum for Request for Proposal Number 6156 Z1
 to be opened October 28, 2019 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	Question	State Response
1.	On-camera spokesperson: Do you have an on-camera spokesperson already selected?	No, this would be someone that is provided by the contractor.
2.	On-camera spokesperson: Is the female spokesperson from your example videos still available for this?	This is unknown, this individual was provided by the previous contractor.
3.	On-camera spokesperson: Are you looking for someone new?	Not necessarily, we do not have any objections to retaining the current individual or a new individual.
4.	On-camera spokesperson: Would you consider voice only narration, without on-camera talent?	Yes.
5.	Proposal Submission Deadline: What is the final date proposals are due? Is it the same date as Opening Date of 10/28/19?	Proposals are due October 28, 2019 by 2:00 PM CST.

<p>6.</p> <p>Cost Proposal document:</p> <p>Where it is indicated "Estimated Number of Minutes (entire initial term)":</p> <p>Am I reading this correctly? There will be approximately 40 minutes of under ten-minute videos, 35 minutes of ten to twenty-minute videos, and 60 minutes of twenty minute to one-hour videos. For a total of 135 minutes of finished videos?</p> <p>Is this the number of anticipated videos produced during the three-year term of your contract?</p> <p>How many videos and minutes of finished video do you anticipate will be produced during the term of the three-year contract?</p>	<p>There could be up to these time amounts. This amount could possibly change (reduction). These are estimates based on previous work and stakeholder requests for additional trainings.</p> <p>The first year would hold the majority of the videos with the remaining two years seeing additional work but not as much as the first year.</p> <p>The maximum number of minutes for the entire 3-year contract would be 335 minutes. The final number of finished videos and minutes will be determined by the Department in collaboration with stakeholders to determine the needs of the user and meet statutory requirements.</p> <p>Bidders may provide a narrative to Section V, but it is not required.</p> <p>Section I. M. states the required documents that need to be submitted.</p>
<p>7.</p> <p>The RFP states that the following should be included in the proposal:</p> <ol style="list-style-type: none"> 1) Original Request for Proposal for Contractual Services form signed using an indelible method; [SEP] 2) Completed Corporate Overview; [SEP] 3) Completed Sections II through IV; and [SEP] 4) Completed State Cost Proposal Template. [SEP] <p>However, Section V - Project Description and Scope of Work, suggests the contractor should provide the following information: Project Overview, Project Environment, Scope of Work, etc.)</p> <p>V. PROJECT DESCRIPTION AND SCOPE OF WORK</p> <p>The contractor should provide the following information in response to this solicitation.</p> <p>Is Section V required in addition to Section II through IV? If so, what is the preferred format of contractor's response in regards to subsections A through G? For example, should we provide information in paragraph form that encompasses all sections or respond in-kind to each subsection?</p>	<p>Bidders may provide a narrative to Section V, but it is not required.</p> <p>Section I. M. states the required documents that need to be submitted.</p>

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



DRUG OVERDOSE PREVENTION INSTRUCTIONAL VIDEOS RFP

RFP 6156 Z1

DUNS NUMBER: 070233496



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Luceo Images LLC.
Attn: Matt Slaby, Managing Partner
61 Newton St.
Denver, CO 80219
mattslaby@luceoimages.com
(303) 877-0273

Cover Letter

Luceo is a Denver-based strategic media and production company that was founded in 2007 by a group of filmmakers, photographers, copywriters and media professionals. Chief among our core capabilities is our expertise and experience in producing effective, story-based video content focusing on opioid use, misuse, and overdose prevention for educational purposes. We have been delivering pre-production, production, and post-production services to commercial, editorial, and educational clients for more than a decade. Our firm's principals include storytellers with more than 40 years of collective media experience for a breadth of clients ranging in scope from the New York City Department of Health and Mental Hygiene, The Harm Reduction Coalition, Stanford University School of Medicine, and National Geographic.

Luceo's expertise and approach is based on one core belief: authenticity counts. We understand that work which leverages professional and real-life talent requires a simplified and comfortable production process. This not only helps our subjects deliver their most authentic and compelling performances, it also streamlines overhead, expedites deliverables, and results in believable, evocative, and inspirational video. Because the deliverables envisioned in this RFP is aimed at the serious issue of reducing drug misuse, abuse, and overdose our creative process and partnership with the Nebraska Department of Health and Human Services Team will focus on ensuring that our ideas find synergy with the subjects we select for all of the videos we produce. Luceo's history and methodology is unique among our competitors because our process focuses on identifying exceptional subjects with emotional and compelling stories, creating a trusting and easy filming environment, and building our narratives through an active-listening interview and direction technique designed to elicit authentic, on-message responses from the people we film.

Our firm's most relevant work focuses on increasing awareness and access to naloxone as well as building public recognition and support for a variety of harm reduction interventions. This informs our methodology and underscores our insight into the campaign presented in this RFP. Our expertise on the subject of this campaign will allow us to quickly leverage existing systems in order to complete all deliverables for this campaign on time and within budget.

Our most recent work was completed and launched in April of 2019 on behalf of Stanford University School of Medicine. This project is a perfect case study that explains how we work with large, institutional, health-oriented clients to create serialized video content to educated a targeted, clinical audience. Our work with Stanford, like the work outlined in this RFP, required us to create a videos series, with content ranging in length from 30 seconds to 30 minutes. This project was built around a collaborative scripting and storyboarding process using key messages and information. It involved careful subject selection from among real students and faculty, and each video was filmed, edited, and revised on a timeline that coincided with Stanford's overarching marketing plan. Our successful execution of this project will provide us a roadmap for collaborating with Nebraska Department of

Health and Human Services Team in order to concept, produce and deliver on the requirements of this RFP; that roadmap is detailed in our technical proposal.

We are excited to work with Nebraska Department of Health and Human Services Team and stakeholders. Should any aspect of this proposal require further clarification, please do not hesitate to reach me directly at (303) 877-0273. Responding will be my highest priority. We look forward to your review of this proposal and welcome questions and comments as you work through the selection process.

Cover Letter

Sincerely,

A handwritten signature in black ink, appearing to read 'MS' followed by a stylized flourish.

Matt Slaby
Managing Partner

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:
MS			

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.

B. NOTIFICATION

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

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:
MS			

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.

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:
MS			

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:
MS			

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:

MS			
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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:
MS			

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:
MS			

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. 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:
MJ			

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:
MJ			

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:
MJ			

MS			
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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:
MS			

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:
MS			

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.

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:
MS			

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:
MS			

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

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

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

4. Cooperate with any successor 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.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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/materiel/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:
MS			

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

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:
MS			

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:
MS			

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.

J. INSURANCE REQUIREMENTS

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

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, 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.

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:
NJ			

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:
MJ			

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:
MJ			

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.

N. ADVERTISING

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

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:
MJ			

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:
MJ			

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:
MJ			

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

Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to 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.

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:
MJ			

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:
MJ			

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:
MJ			

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

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

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

H. RIGHT TO AUDIT (First Paragraph is 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:
MS			

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.

A. Contractor and Identification Information

Full Company Name: Luceo Images LLC
Address of Company Headquarters: 61 Newton St., Denver, CO 80219
Entity Organization: LLC
State in Which the Contractor is Organized to do Business: Colorado
Whether the Name of the Organization Has Changed Since First Organized: No

THE CONTRACTOR SHOULD PROVIDE THE FULL COMPANY OR CORPORATE NAME, ADDRESS OF THE COMPANY'S HEADQUARTERS, ENTITY ORGANIZATION (CORPORATION, PARTNERSHIP, PROPRIETORSHIP), STATE IN WHICH THE CONTRACTOR IS INCORPORATED OR OTHERWISE ORGANIZED TO DO BUSINESS, YEAR IN WHICH THE CONTRACTOR FIRST ORGANIZED TO DO BUSINESS AND WHETHER THE NAME AND FORM OF ORGANIZATION HAS CHANGED SINCE FIRST ORGANIZED.

B. Financial Statements

THE CONTRACTOR SHOULD PROVIDE FINANCIAL STATEMENTS APPLICABLE TO THE FIRM IF PUBLICLY HELD. THE CONTRACTOR SHOULD PROVIDE A COPY OF THE CORPORATION'S MOST RECENT AUDITED FINANCIAL REPORTS AND STATEMENTS, AND THE NAME, ADDRESS, AND TELEPHONE NUMBER OF THE FISCALLY RESPONSIBLE REPRESENTATIVE OF THE CONTRACTOR'S FINANCIAL OR BANKING ORGANIZATION.

I INCLUDE FINANCIAL STATEMENTS, ATTACHED SEPARATELY

Luceo Images LLC has no judgements nor pending or expected litigation, nor other real or potential financial reversals which may materially affect the viability or stability of the organization. We acknowledge that none of these conditions are known to exist.



FIRSTBANK

10403 WEST COLFAX AVENUE LAKEWOOD, COLORADO 80215 303-232-2000

May 22, 2019

To Whom This May Concern,

Luceo Images LLC holds a checking and savings account here at FirstBank. Accounts have been open since 2009, both Accounts have been in good standing since their opening.

If you have any questions, please contact me at 303-235-1282.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Brittany Hyde', with a stylized flourish at the end.

Brittany Hyde
Senior New Account Representative – West Market~

Luceo Images, LLC
Statements of Assets, Liabilities & Equity - Income Tax Basis
As of December 31, 2016

	31-Dec-16
ASSETS	
Current Assets	
Bank Accounts	
Checking	\$ 6,624.50
Savings	(665.75)
Total Bank Accounts	\$ 5,958.75
Accounts Receivable	
Accounts Receivable	19,195.00
Total Accounts Receivable	\$ 19,195.00
Other Current Assets	
Undeposited Funds	(76.75)
Total Other Current Assets	(76.75)
Total Current Assets	\$ 25,077.00
Fixed Assets	
Accumulated Depreciation	(32,454.46)
Equipment	20,769.46
Web Assets	11,685.00
Total Fixed Assets	-
TOTAL ASSETS	\$ 25,077.00
 LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Shareholder Distribution Payable - Slaby	\$ 12,473.24
Total Current Liabilities	12,473.24
Total Liabilities	\$ 12,473.24
Equity	
capital -Kevin German	10,104.15
capital -Matt Slaby	14,455.14
Draws - German	(25,965.82)
Draws - Slaby	(25,965.82)
Retained Earnings	39,976.11
Total Equity	12,603.76
TOTAL LIABILITIES AND EQUITY	\$ 25,077.00

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2016 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statements of Revenues and Expenses - Income Tax Basis
Year Ended December 31, 2016

		2016
Income		
Services	\$	143,753.52
Discounts		(13,500.00)
Fees		26,100.00
Miscellaneous Income		(17,098.00)
Sales of Product Income		301.00
Uncategorized Income		856.84
Total Income	\$	140,413.36
Gross Profit	\$	140,413.36
Expenses		
Advertising		16.66
Automobile Expense		4,585.75
Bank Service Charges		1,026.66
Contract Labor		1,207.04
Depreciation Expense		1,479.46
Dues and Subscriptions		1,917.93
Equipment Rental		410.21
Insurance		958.50
Miscellaneous		211.04
Office Supplies		16,035.96
Postage and Delivery		1,089.11
Professional Fees		8,633.65
Accounting		1,454.28
Legal Fees		1,352.00
Total Professional Fees	\$	11,439.93
Rent		13,601.12
Computer & Equipment Repairs		279.51
Supplies & Materials		(2,314.09)
Taxes		78.25
Telephone		1,074.56
Travel & Ent		22,089.60
Meals		6,041.12
Travel		1,752.91
Total Travel & Ent	\$	29,883.63
Uncategorized Expense		17,770.13
Gas and Electric		933.92
Total Expenses	\$	101,685.28
Net Operating Income	\$	38,728.08
Other Income		
Interest Income		1.65
Other Income		1,247.00
Net Other Income	\$	1,248.65
Net Income	\$	39,976.73

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2016 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statement of Cash Flows - Income Tax Basis
Year Ended December 31, 2016

	2016
Net income (loss)	\$ 39,977
Adjustments to reconcile net income (loss) to net cash provided by operating activities:	
Depreciation and amortization	1,479
(Increase) decrease in:	
Accounts receivable	(19,195)
(Decrease) increase in:	
Accrued expenses	78
Net cash provided by operating activities	22,339
Acquisition of property, equipment and improvements and net cash used by investing activities	(1,479)
Loans from Shareholders	12,473
Distributions to Shareholders	(51,932)
Net cash used by financing activities	(39,459)
Net (Decrease) increase in cash	(18,599)
Cash at beginning of period	24,558
Cash at end of period	\$ 5,959
Supplemental disclosure of cash flow information	
Cash paid during the year for interest	\$ -

Luceo Images, LLC
Statements of Assets, Liabilities & Equity - Income Tax Basis
As of December 31, 2017 and 2016

	31-Dec-17	31-Dec-16
ASSETS		
Current Assets		
Bank Accounts		
Checking	\$ 47,098.01	\$ 6,624.50
Savings	-	(665.75)
Total Bank Accounts	\$ 47,098.01	\$ 5,958.75
Accounts Receivable		
Accounts Receivable	12,000.00	19,195.00
Total Accounts Receivable	\$ 12,000.00	\$ 19,195.00
Other Current Assets		
Undeposited Funds	-	(76.75)
Total Other Current Assets	-	(76.75)
Total Current Assets	\$ 59,098.01	\$ 25,077.00
Fixed Assets		
Accumulated Depreciation	(32,454.46)	(32,454.46)
Equipment	20,769.46	20,769.46
Web Assets	11,685.00	11,685.00
Total Fixed Assets	-	-
TOTAL ASSETS	\$ 59,098.01	\$ 25,077.00
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Shareholder Distribution Payable - Slaby	-	12,473.24
Sharholder Distribution Payable - German	5,934.95	-
Total Current Liabilities	5,934.95	12,473.24
Total Liabilities	\$ 5,934.95	\$ 12,473.24
Equity		
capital -Kevin German	4,127.33	10,104.15
capital -Matt Slaby	8,477.95	14,455.14
Draws - German	(34,163.03)	(25,965.82)
Draws - Slaby	(34,163.03)	(25,965.82)
Retained Earnings	-	39,976.11
Net Income	108,883.84	-
Total Equity	\$ 53,163.06	\$ 12,603.76
TOTAL LIABILITIES AND EQUITY	\$ 59,098.01	\$ 25,077.00

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2017 and 2016 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statements of Revenues and Expenses - Income Tax Basis
Years Ended December 31, 2017 and 2016

	2017	2016
Income		
Services	\$ 173,746.74	\$ 143,753.52
Discounts	-	(13,500.00)
Fees	-	26,100.00
Miscellaneous Income	-	(17,098.00)
Rental Income	12,227.16	-
Sales of Product Income	-	301.00
Uncategorized Income	-	856.84
Total Income	\$ 185,973.90	\$ 140,413.36
Gross Profit	\$ 185,973.90	\$ 140,413.36
Expenses		
Advertising	-	16.66
Automobile Expense	2,155.80	4,585.75
Bank Service Charges	337.50	1,026.66
Contract Labor	18,899.82	1,207.04
Contributions	4,000.00	-
Depreciation Expense	-	1,479.46
Dues and Subscriptions	2,583.21	1,917.93
Equipment Rental	2,250.00	410.21
Insurance	-	958.50
Miscellaneous	-	211.04
Office Supplies	6,341.38	16,035.96
Postage and Delivery	227.87	1,089.11
Printing and Reproduction	1,059.36	-
Professional Fees	1,701.36	11,439.93
Rent	13,790.40	13,601.12
Computer & Equipment Repairs	-	279.51
Supplies & Materials	1,670.12	(2,314.09)
Taxes	182.45	78.25
Telephone	2,028.14	1,074.56
Travel & Ent	9,324.49	22,089.60
Entertainment	200.00	-
Meals	2,566.59	6,041.12
Travel	3,980.27	1,752.91
Total Travel & Ent	\$ 16,071.35	\$ 29,883.63
Uncategorized Expense	-	17,770.13
Utilities	1,050.59	933.92
Website Development	2,740.71	-
Total Expenses	\$ 77,090.06	\$ 101,685.28
Net Operating Income	\$ 108,883.84	\$ 38,728.08
Other Income		
Interest Income	-	1.65
Other Income	-	1,247.00
Net Other Income	\$ -	\$ 1,248.65
Net Income	\$ 108,883.84	\$ 39,976.73

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2017 and 2016 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statement of Cash Flows - Income Tax Basis
Years Ended December 31, 2017 and 2016

	2017	2016
Net income (loss)	\$ 108,884	\$ 39,977
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	-	1,479
(Increase) decrease in:		
Accounts receivable	7,195	(19,195)
(Decrease) increase in:		
Accrued expenses	(78)	78
Net cash provided by operating activities	116,001	22,339
Acquisition of property, equipment and improvements and net cash used by investing activities	-	(1,479)
(Repayment) of or loans from Shareholders	(6,536)	12,473
Distributions to Shareholders	(68,326)	(51,932)
Net cash used by financing activities	(74,862)	(39,459)
Net (Decrease) increase in cash	41,139	(18,599)
Cash at beginning of period	5,959	24,558
Cash at end of period	\$ 47,098	\$ 5,959
Supplemental disclosure of cash flow information		
Cash paid during the year for interest	\$ -	\$ -

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2017 and 2016 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statements of Assets, Liabilities & Equity - Income Tax Basis
As of December 31, 2018 and 2017

	31-Dec-18	31-Dec-17
ASSETS		
Current Assets		
Bank Accounts		
Checking	\$ 34,036.49	\$ 47,098.01
Savings	631.48	-
Total Bank Accounts	\$ 34,667.97	\$ 47,098.01
Accounts Receivable		
Accounts Receivable	35,350.00	12,000.00
Total Accounts Receivable	\$ 35,350.00	\$ 12,000.00
Other Current Assets		
Loan to Shareholder	22,266.51	-
Total Other Current Assets	22,266.51	-
Total Current Assets	\$ 92,284.48	\$ 59,098.01
Fixed Assets		
Accumulated Depreciation	(40,548.46)	(32,454.46)
Equipment	28,863.46	20,769.46
Web Assets	11,685.00	11,685.00
Total Fixed Assets	-	-
TOTAL ASSETS	\$ 92,284.48	\$ 59,098.01
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Payroll Liabilities		
Federal Income Tax Payable	\$ 21,870.92	\$ -
Federal Unemployment Payable	84.00	-
Local Tax Payable	107.50	-
State Unemployment Payable	428.40	-
Total Payroll Liabilities	22,490.82	-
Sharholder Distribution Payable	11,841.74	5,934.95
Total Current Liabilities	34,332.56	5,934.95
Total Liabilities	\$ 34,332.56	\$ 5,934.95
Equity		
Capital -Kevin German	-	4,127.33
Capital -Matt Slaby	-	8,477.95
Draws - German	-	(34,163.03)
Draws - Slaby	-	(34,163.03)
Retained Earnings	53,163.06	-
Net Income	4,788.86	108,883.84
Total Equity	\$ 57,951.92	\$ 53,163.06
TOTAL LIABILITIES AND EQUITY	\$ 92,284.48	\$ 59,098.01

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2018 and 2017 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statements of Revenues and Expenses - Income Tax Basis
Years Ended December 31, 2018 and 2017

	2018	2017
Income		
Services	\$ 280,924.54	\$ 173,746.74
Fees	2,201.00	-
Product sales	593.01	-
Reimbursed Expenses	(163.61)	-
Rental Income	15,011.78	12,227.16
Sales of Product Income	558.72	-
Total Income	\$ 299,125.44	\$ 185,973.90
Cost of Goods Sold		
Cost of Goods Sold	488.27	-
Total Cost of Goods Sold	\$ 488.27	\$ -
Gross Profit	\$ 298,637.17	\$ 185,973.90
Expenses		
Advertising	504.04	-
Automobile Expense	5,736.47	2,155.80
Bad Debt	6,500.00	-
Bank Service Charges	267.70	337.50
Contract Labor	22,439.49	18,899.82
Contributions	-	4,000.00
Depreciation Expense	8,094.00	-
Dues and Subscriptions	5,362.92	2,583.21
Equipment Rental	-	2,250.00
Insurance	705.65	-
Licenses and Permits	109.75	-
Office Supplies	11,563.31	6,341.38
Payroll Tax Expenses	11,543.86	-
Postage and Delivery	1,191.42	227.87
Printing and Reproduction	476.09	1,059.36
Professional Fees	3,702.80	1,701.36
QuickBooks Payments Fees	369.88	-
Rent	16,576.06	13,790.40
Supplies & Materials	3,439.34	1,670.12
Taxes	-	182.45
Telephone	1,186.31	2,028.14
Travel & Entertainment	43,566.35	16,071.35
Utilities	1,659.57	1,050.59
Wages - Officers	148,853.75	-
Website Development	-	2,740.71
Total Expenses	\$ 293,848.76	\$ 77,090.06
Net Operating Income	\$ 4,788.41	\$ 108,883.84
Other Income		
Interest Income	0.45	-
Net Other Income	\$ 0.45	\$ -
Net Income	\$ 4,788.86	\$ 108,883.84

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2018 and 2017 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

Luceo Images, LLC
Statement of Cash Flows - Income Tax Basis
Years Ended December 31, 2018 and 2017

	2018	2017
Net income (loss)	\$ 4,788	\$ 108,884
Adjustments to reconcile net income (loss) to net cash provided by operating activities:		
Depreciation and amortization	8,094	-
(Increase) decrease in:		
Accounts receivable	(23,350)	7,195
(Decrease) increase in:		
Accrued expenses	22,491	(78)
Net cash provided by operating activities	12,023	116,001
Acquisition of property, equipment and improvements and net cash used by investing activities	(8,094)	-
Loans to Shareholders	(22,264)	-
Repayment of loans from Shareholders	5,907	(6,538)
Distributions to Shareholders	-	(68,326)
Net cash used by financing activities	(16,357)	(74,864)
Net (Decrease) increase in cash	(12,428)	41,137
Cash at beginning of period	47,096	5,959
Cash at end of period	\$ 34,668	\$ 47,096
Supplemental disclosure of cash flow information		
Cash paid during the year for interest	\$ -	\$ -

The financial statements and the related accompanying supplemental information as of and for the Twelve Months ended December 31, 2018 and 2017 have not been subjected to an audit, review, or compilation engagement and no assurance is provided on them.

C. Change of Ownership

No change in ownership or control of Luceo Images LLC is anticipated during the twelve months following the proposal due date.

IF ANY CHANGE IN OWNERSHIP OR CONTROL OF THE COMPANY IS ANTICIPATED DURING THE TWELVE (12) MONTHS FOLLOWING THE PROPOSAL DUE DATE, THE CONTRACTOR SHOULD DESCRIBE THE CIRCUMSTANCES OF SUCH CHANGE AND INDICATE WHEN THE CHANGE WILL LIKELY OCCUR. ANY CHANGE OF OWNERSHIP TO AN AWARDED CONTRACTOR(S) WILL REQUIRE NOTIFICATION TO THE STATE.

D. Office Location

THE CONTRACTOR'S OFFICE LOCATION RESPONSIBLE FOR PERFORMANCE PURSUANT TO AN AWARD OF A CONTRACT WITH THE STATE OF NEBRASKA SHOULD BE IDENTIFIED.

Luceo Images LLC is a Colorado entity based in Colorado. Luceo conducts media work throughout the United States and abroad and maintains a workflow and production process that allows for close communication, feedback, and the organization of logistics with remote clients. Luceo will endeavor, at every commercially reasonable opportunity, to conduct its principal meetings with the Nebraska Department of Health and Human Services in-person.

E. Relationship with State

Luceo Images LLC has had no dealings with the State of Nebraska over the previous two years.

THE CONTRACTOR SHOULD DESCRIBE ANY DEALINGS WITH THE STATE OVER THE PREVIOUS TWO (2) YEARS, IF THE ORGANIZATION, ITS PREDECESSOR, OR ANY PARTY NAMED IN THE CONTRACTOR'S PROPOSAL RESPONSE HAS CONTRACTED WITH THE STATE, THE CONTRACTOR SHOULD IDENTIFY THE CONTRACT NUMBER(S) AND/OR ANY OTHER INFORMATION AVAILABLE TO IDENTIFY SUCH CONTRACT(S). IF NO SUCH CONTRACTS EXIST, SO DECLARE.

G. Contract Performance

Luceo Images LLC has had no contracts terminated for any reasons during our 12 years of business. All contracts have been performed and satisfactorily completed in accordance with our existing agreements.

IF THE CONTRACTOR OR ANY PROPOSED SUBCONTRACTOR HAS HAD A CONTRACT TERMINATED FOR DEFAULT DURING THE PAST TWO (2) YEARS, ALL SUCH INSTANCES MUST BE DESCRIBED AS REQUIRED BELOW. TERMINATION FOR DEFAULT IS DEFINED AS A NOTICE TO STOP PERFORMANCE DELIVERY DUE TO THE CONTRACTOR'S NON-PERFORMANCE OR POOR PERFORMANCE, AND THE ISSUE WAS EITHER NOT LITIGATED DUE TO INACTION ON THE PART OF THE CONTRACTOR OR LITIGATED AND SUCH LITIGATION DETERMINED THE CONTRACTOR TO BE IN DEFAULT

H. Summary of Contractor's Corporate Experience

THE CONTRACTOR SHOULD PROVIDE A SUMMARY MATRIX LISTING THE CONTRACTOR'S PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY.

THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLE VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT.

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL.

1. Stanford University School of Medicine Humanwide Study Documentary Shorts
<http://med.stanford.edu/precisionhealth/humanwide/videos/video-3.html>

Luceo created a six-episode series focusing on the stories of patients enrolled in Stanford University School of Medicine's Humanwide program. Like the Nebraska Department of Health and Human Services, Stanford wanted to message key healthcare narratives to a targeted, clinical audience. Luceo conducted a thorough interview process with 50 patients while working with doctors to determine which patients had not only the most interesting cases but who were best able to convey their stories on-camera. Our approach to finding non-professional actors with real stories was so successful that Stanford selected the campaign's brand ambassador from the subjects we selected. The brand ambassador is currently touring with the film presentations. The films appear online and are currently touring universities in a large screen format TEDx presentation style.

Format: Social marketing/web media, large screen presentations, broadcast television, and preroil.



H. Summary of Contractor's Corporate Experience

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THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLES VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT.

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL.

a) The time period of the project;

2016-2019

b) The scheduled and actual completion dates;

2019

c) The Contractor's responsibilities;

Research
 Casting
 Scripting and Storyboard
 Production
 Post-Production
 Animation
 Graphics
 Content Management (stock footage, etc.)

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address);

Stanford University School of Medicine
 Stanford, California
 Margarita Gallardo, Broadcast Media Manager
 1(650) 723-7897
 mjgallardo@stanford.edu

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget:

Luceo performed all production work related to this contract as a prime contractor. The actual budget was \$325,000; the anticipated and actual completion and release dates for this project was the Spring of 2019.

H. Summary of Contractor's Corporate Experience

THE CONTRACTOR SHOULD PROVIDE A SUMMARY MATRIX LISTING THE CONTRACTOR'S PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY.

THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLE VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT.

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL.

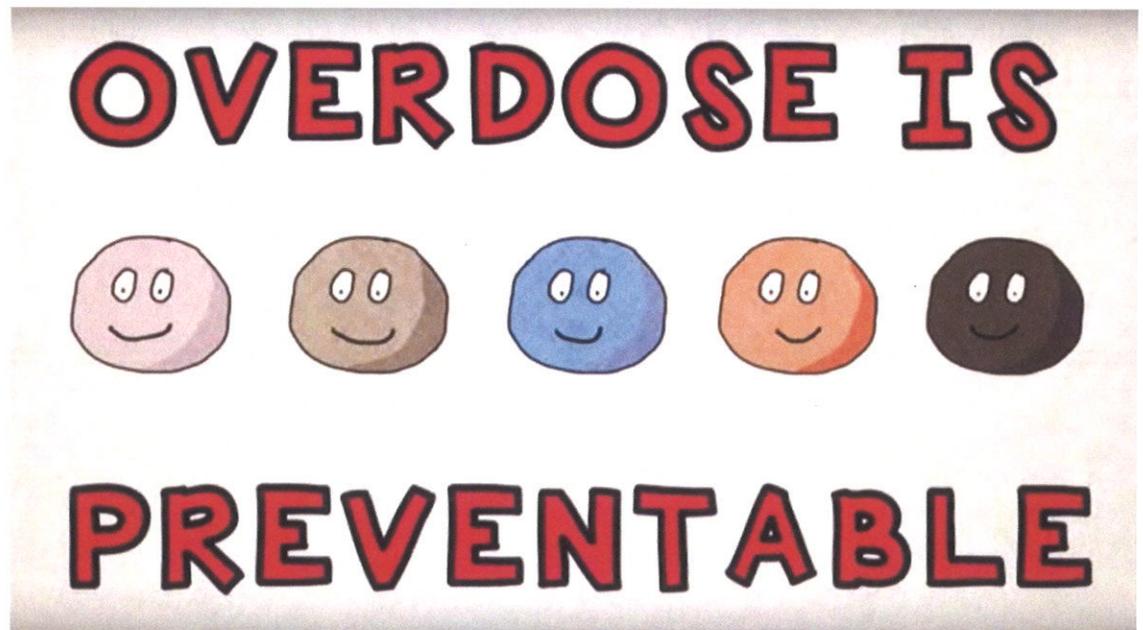
2. Harm Reduction 101 --Opioids, Overdose, and Harm Reduction —An Animated Primer on a Difficult Subject

<http://luceoimages.com/work/harm-reduction-101-series/>

One of the biggest challenges of the Overdose Crisis for people engaged in efforts to reduce the preventable harms of drug use is simply explaining why their work is effective, safe, and in everybody's best interest. To facilitate that conversation, Luceo developed a series of animated '101' primer videos that explain what an overdose is (and how to safely reverse it using naloxone).

Luceo's key insight understood that issues surrounding people's drug use are often fraught with stigma and stereotype. This serves as a primary obstacle for communicating information that is proven to have a net benefit on public health and lifesaving potential for people who use drugs. In order to make the subject approachable (and to help normalize the language of harm reduction), we created a series of upbeat animations that break a difficult subject into bite-sized explainer pieces.

Each animation is framed as a '101' introduction to the topic it covers. The three topics in the series explain what harm reduction is and how it works, what an overdose is and how to prevent and reverse one, and how supervised use sites can help to dramatically improve public health and reduce the rate of fatal overdoses. The animations are low-fi, humorous, and engaging —but careful not to make light of subject that claimed more than 65,000 lives in 2016 alone.



H. Summary of Contractor's Corporate Experience

THE CONTRACTOR SHOULD PROVIDE A SUMMARY MATRIX LISTING THE CONTRACTOR'S PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY

THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLES VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL

a) The time period of the project;

2016-2017

b) The scheduled and actual completion dates;

2017

c) The Contractor's responsibilities;

Strategy and Concept
 Copywriting and Scripting
 Animation and Motion Graphics
 Sound Effects
 Musical Composition
 Voice Talent and Audio Recording
 Postproduction
 Social Integration and Media Propagation

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address);

The Drug Policy Alliance
 New York, New York and Denver, Colorado
 1Melissa Franqui, Communications Director
 (201) 424-7456
 mfranqui330@hotmail.com

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget:

Luceo performed all production work related to this contract as a subcontractor to Bandujo Advertising + Design.. The actual budget was \$75,000; the anticipated and actual completion and release dates for this project was the Spring of 2014. The PSAs remain in television and digital rotation...

H. Summary of Contractor's Corporate Experience

THE CONTRACTOR SHOULD PROVIDE A SUMMARY MATRIX LISTING THE CONTRACTOR'S PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY

THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLES VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT.

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL.

3. NYC Health Overdose Prevention Public Service Announcements <https://vimeo.com/70994617>

NYC Health required 30 second stories for television broadcast that highlighted real people impacted by opioid overdoses on Staten Island. Each PSA pointed viewers to city resources aimed at reducing the occurrence of fatal overdoses. Casting posed the biggest obstacle since each PSA was to be built around real people who had first-hand experience of prescription drug addiction or who had lost a family member to a fatal prescription drug overdose. In order to solve this problem, Luceo relied on our background in the field of journalism to effectively canvas and locate Staten Islanders who fit the criteria. Luceo contacted public health providers, harm reduction organizations, addiction specialists, social workers, and grief-counselors to cultivate subjects for the PSAs. After initial interviews with several people impacted by overdose as well as several families who had lost children to prescription drug overdoses, Luceo created casting briefs to present to the client which included each subject's photograph, a synopsis of their story, and a recorded interview to aid the client in selecting the most appropriate subjects.

Three subjects were selected to be filmed for the spots: a Staten Island mother who had lost her accomplished teenage son to a fatal prescription drug overdose, a man who had become dependent on prescription pain killers after having his wisdom teeth removed, and a young Staten Islander whose struggle with prescription drug dependency spanned his teenage years and significantly impacted his relationships with his family and friends.



H. Summary of Contractor's Corporate Experience

THE CONTRACTOR SHOULD PROVIDE A SUMMARY MATRIX LISTING THE CONTRACTOR'S PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY.

THE CONTRACTOR SHALL PROVIDE ONE (1) TO THREE (3) SAMPLE VIDEOS OF SIMILAR LENGTH TO THE VIDEOS DESCRIBED IN THE SCOPE OF WORK. THE SAMPLE VIDEOS SHOULD BE INSTRUCTIONAL OR EDUCATIONAL IN CONTENT.

THE STATE WILL USE NO MORE THAN THREE (3) NARRATIVE PROJECT DESCRIPTIONS SUBMITTED BY THE CONTRACTOR DURING ITS EVALUATION OF THE PROPOSAL.

a) The time period of the project;

2014

b) The scheduled and actual completion dates;

2014

c) The Contractor's responsibilities;

Research
 Casting
 Scripting and storyboard
 Production
 Post-Production
 Animation
 Graphics
 Content Management (stock footage, etc.)

d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address);

New York City Department of Health and Mental Hygiene
 Queens, New York
 Aviva Grasso, Manager of Prevention Initiatives
 agrasso@health.nyc.gov
 (212) 639-9675

e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget:

Luceo performed all production work related to this contract as a subcontractor to Bandujo Advertising + Design.. The actual budget was \$75,000; the anticipated and actual completion and release dates for this project was the Spring of 2014. The PSAs remain in television and digital rotation.

Luceo's expertise and approach is based on one core belief: authenticity counts. We understand that work which leverages real-life talent requires a simplified and comfortable production process. This not only helps our subjects deliver their most authentic and compelling performances, it also streamlines overhead, expedites deliverables, and results in believable, evocative, and inspirational video. Because the deliverables envisioned in this proposal are designed to provide educational opportunities for Nebraska clinicians in order to reduce drug misuse, abuse, and overdoses, our process will focus on ensuring that script ideas presented by the Nebraska Department of Health and Human Services find synergy with the subjects and production method selected for all deliverable videos.

I. Summary of Contractor's Proposed Personnel/Management Approach

THE CONTRACTOR MUST PRESENT
A DETAILED DESCRIPTION OF ITS
PROPOSED APPROACH TO THE
MANAGEMENT OF THE PROJECT

After reviewing this RFP, its deliverables, and sample videos, we offer four key insights that will ensure we are able to deliver an inspirational, industry-leading, finished product on-time, on-message, and on-budget:

Key Insight 1:

Luceo has longstanding subject-matter expertise on issues related to prescription drug use, misuse, and overdose prevention. We have been engaged with various state and local public health departments, law enforcement organizations, harm reduction organizations, and other policy-based organizations for the last decade to create messaging and media to address the existing Opioid and Overdose Crisis. Because of this, our organization will begin work with the advantage of understanding the issue this RFP addresses

Key Insight 2:

Where possible, we prefer to engage with real-life talent. This promotes maximum engagement from our audiences and helps create an authentic, true-to-real-life product. When using real-life talent, we utilize a low-pressure, active-listening approach to prompting and interviewing our subjects to ensure message fidelity and authenticity from any non-professional actors and talent.

Key Insight 3:

Luceo creates art and music for our video productions in-house, simplifying an otherwise clunky and complex licensing process, minimizing cost and production time. The result is a cinematic and poetic combination where the visuals and music are created for each other.

Key Insight 4:

Although deliverables are offered on a rolling basis, we believe budgetary considerations are best served by grouping as much similar production together as possible. This includes utilizing voice-over and on-camera hosts to shoot multiple videos during a single production phase, ensuring that graphics, editing, and other creative considerations are undertaken as close together as possible, and streamlining the feedback process to ensure that all stakeholders feedback is gathered and shared at one time. This reduces cost, ensures timelines are met, and promotes message fidelity across all produced media.

Our approach to the deliverables presented by this RFP will be broken into three phases, described below. Some of the specific roles outlined in the Scope of Work have been combined in order to maximize our efficiency.

PRE-PRODUCTION

Review of Existing Client Systems and Assets

Upon the award of this contract, Luceo's first order of business will be to conduct a review of existing brand and stock assets for Nebraska Health and Human Services' Drug Overdose Prevention Instructional Videos. This review process will facilitate subsequent concept and creative discussions and will ensure that Luceo can quickly leverage existing systems in order to perform its duties in an effective and efficient manner.

Creative and Concept Phase

Our production process begins with a creative brief that fleshes out the details provided for each video in the RFP. This includes a statement of overarching goals for each video, the desired audience, technical requirements (eg. length, format, camera and equipment needs, etc.), key messages, and an overall visual mood for each video (including pacing, desired visuals, and lighting). Luceo will produce the creative brief following our initial meeting with Nebraska Health and Human Services Team; the Team will ratify the draft or make suggestions and changes for further consideration.

Because portions of these videos may utilize real-life subjects, we will storyboard and script each video in beats and with an outline of key messaging points. This allows non-professional talent to speak in their most authentic voice. We will script voice and on-camera professional talent to provide continuity throughout the videos and will submit scripts for feedback and review along with the storyboards.

Production Management

Production management will approximate the timeline outlined in this proposal. Luceo will provide Nebraska Health and Human Services with a dedicated project manager who will oversee scheduling, client communications, and will be responsive to changes throughout the duration of this contract.

Casting and Subject Selection

Luceo excels at finding superlative stories and cast among real-life, non-professional talent. Our casting process draws from our work as documentarians. Subjects will be drawn from a suggestions from the Nebraska Health and Human Services Team, with emphasis on securing a talent pool that represents the region. Luceo will speak with each potential subject in order to identify subjects who will be comfortable on camera and who can convey emotion and ideas under regular filming conditions. At the conclusion of our casting process, we will provide Nebraska Health and Human Services Team with a Casting Brief that outlines our preferred subjects. The Team may ratify our preferences, offer alternatives, or assign different subjects to the project. While we prefer to have a role in selecting the subjects that we film, our interview and creative process allows us to elicit performances from un-vetted subjects as well and we will remain open to that possibility in our casting process.

I. Summary of Contractor's Proposed Personnel/ Management Approach

THE CONTRACTOR MUST PRESENT A DETAILED DESCRIPTION OF ITS PROPOSED APPROACH TO THE MANAGEMENT OF THE PROJECT

Location

Based on the sample videos contained in this RFP, we anticipate that much of the content required for the deliverables will be shot in-studio. In order to provide relevant visuals depicting healthcare facilities and local sights that may be familiar to the targeted audience, we propose filming some of the b-roll and clinical shots on-site in Nebraska pending creative discussions with the Nebraska Health and Human Services Team. We will remain open to expanded locations throughout the process.

I. Summary of Contractor's Proposed Personnel/Management Approach

THE CONTRACTOR MUST PRESENT A DETAILED DESCRIPTION OF ITS PROPOSED APPROACH TO THE MANAGEMENT OF THE PROJECT

PRODUCTION

Luceo believes the most effective production is also the most streamlined. Call sheets will be tailored so that each shoot is not over-crewed or top-heavy. Because Luceo is a regional company, we will also remain flexible for pickup shoots where circumstances such as weather or spontaneous events require.

Creative Direction & Production Management

Creative direction and production management during filming will be the domain of a single person. The creative director and producer will oversee the film crew and specialists. Luceo's producer also specializes in active-listening interview and direction techniques and will draw on this skillset in working with talent to ensure key messages are captured and performances are authentic and believable.

Crew and Specialists

In order to minimize our shoot footprint and maximize our flexibility, Luceo will film with a one camera operator and one audio technician. Luceo films with the most up-to-date equipment, which insures 4k resolution, broadcast-ready content. We work with several different cinema cameras and let the creative brief dictate the camera and format that will be selected for the project. We offer a full range of lensing and lighting options. Our equipment includes specialized gear including a crane, Steadicam and drone filming. And our audio technicians and musicians work closely together to ensure cinematic synergy between the visuals and each video's score.

Luceo's roster includes hair, makeup, wardrobe, and prop specialists; we anticipate this production will require only hair and makeup specialists with other one-off needs to be handled by available crew.

Voiceover

We maintain a roster of area voice talent including male and female voices who speak in a breadth of dialects, and tones. Luceo is prepared to secure talent to creative specification.

Art Direction

Art, motion graphics, and animation will be handled by Luceo's in-house team. We anticipate that this will include simple, yet elegant, motion, lower-thirds, title and art cards, and other deliverables as

presented in the Creative and Concept Phase. Our team is capable and will work to the specifications set forth during the Creative and Concept Phase.

Stock and Intellectual Property Considerations

In order to eliminate clunky licensing arrangements, Luceo will film and score these videos in their entirety except where Nebraska Health and Human Services Team identifies stock footage for use. This will ensure that Nebraska Health and Human Services retains exclusive and perpetual rights to all deliverables without future conflict.

I. Summary of Contractor's Proposed Personnel/Management Approach

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POST-PRODUCTION

Video Editing

Luceo's video editing is done in-house and will track the specifications set forth in the creative brief. In order to streamline our editing process, all film is transcribed and logged prior to editing, allowing for content to be placed in sequence in the most efficient manner. Our editing and client process allows for two rounds of substantive feedback from our clients; feedback is incorporated into the final deliverable product.

Motion Graphics

Motion graphics, art, and animation are all handled in-house and follow the specifications set forth during the Creative and Concepting Phase. Care will be given during pre-production to ensure that sufficient direction is given to ensure that our team has an appropriate task-plan before beginning work.

Sound Editing and Mixing

Deliverables will be equalized, split, and mixed to specifications as-required by the delivery platforms.

Music

Luceo believes deeply in importance of a good musical score to elevate the cinematography of our products. Luceo's team includes a sound designer and composer whose skillset is unique. At the outset of the editing process, we provide our composer with reference inspiration and a creative brief detailing what we require for the films that we produce. The composer then works from the raw video edit to write music and build a sound design that is poetic, inspirational, and augments the impact of our products. Because our composer is in-house, our process is further streamlined by avoiding bulky licensing agreements and over-used stock music.

Closed Captioning and ADA Compliance

Luceo will provide closed captioning files for all deliverables to ensure that they are ADA compliant.

I. Summary of Contractor's Proposed Personnel/Management Approach

THE CONTRACTOR MUST PRESENT A DETAILED DESCRIPTION OF ITS PROPOSED APPROACH TO THE MANAGEMENT OF THE PROJECT.

Matt Slaby, *Managing Partner and Client Liaison. Primary Work Assignments: Client Point-of-Contact and Project Management, Scriptwriting and Editing, Creative Briefs and Revisions, Quality Assurance*

Born and raised in Colorado, Matt Slaby graduated from the University of Colorado in 2001. In 2004, Slaby was awarded a full-tuition Chancellor Scholarship for his work on public interest issues during his continued studies at the University of Denver Sturm College of Law. He began his career as a public interest lawyer before co-founding Luceo as a vehicle for continued, story-based media and advocacy. Shortly before founding Luceo, Slaby worked as a political photographer as an intern for U.S. News & World Report covering the White House, U.S. House and Senate, and Pentagon; he has contributed the U.S. News & World Report's College Guidebook annually, since 2006. Under Slaby's leadership, Luceo has focused on developing media for public and advocacy-based organizations. Specifically, Luceo has been pivotal in developing media strategy and campaigns to deliver legislative change, policy implementation, and awareness and behavioral change on issues of public health and wellness. Slaby sits on the advisory board of Denver's Harm Reduction Action Center and has been a key player in creating and advancing the Center's public relations and strategic media assets as it has matured in its mission to address the Overdose and Opioid Crisis in Colorado.

Kevin German, *Creative Director and Producer. Primary Work Assignments: Creative Direction, Video Production and Post-production, Graphics and Sound oversight*

Kevin German is an award-winning cinematographer and photographer with more than 22 years of experience in the field of mass communications. He studied journalism and photography at Washington State University spending the early part of his career in Florida and Illinois. In 2007, he left the staff of the Sacramento Bee and moved to Southeast Asia where his work focused on public health and social documentary. He lived in Ho Chi Minh City while where he completed his first book about contemporary Vietnam titled, *Color Me Gone*. Kevin's has received several awards for his visual work including being named Illinois's Press Photographer of the Year, and awards Picture of the Year International. Kevin co-founded Luceo in 2007 and has served as the firm's creative director and producer since its inception, drawing on his skills as a visual storyteller to help our clients reach their target audiences. Kevin most recently served as Luceo's produced and directed a campaign covering Stanford Medicine's Humanwide study focusing on how pharmacogenomics, digital health monitoring, and health coaching improves the primary care setting. German directed and oversaw the campaign's deliverables, including a feature documentary, a series of video shorts and explainers, a podcast series, and a library of still photography and social media assets. The campaign is set to launch in the spring of 2019.

Robin Ngï, *Composer and Sound Artist. Primary Work Assignments: Musical Composition and Soundscape*

Robin Ngï (b. 1990) is a French-born music producer, composer and engineer professionally known as Sun Jùn. After studying classical guitar and composition, Ngï began producing organic electronic music and sharing it broadly with the internet. He soon caught the attention of industry professionals and began to produce and compose for other artists, cinematographers, and sound-based clients. He works closely with international artists such as Tallisker (FR), CHLOBOCOP (UK), Mo Laudi (SA) helping them to craft their music and vision. He also co-founded independent record label YUMMY Records to scout and break artists from the new wave of electronic pop & urban music. Since 2014, he has been an essential collaborator with Luceo Images, bringing his visual way of thinking about music to develop soundscapes for the moving image. His work with Luceo includes scoring institutional films,

documentaries, commercial work and sound designing art projects. Together with Luceo team, Ngi helps provide clients with a full, cohesive and easily identifiable audio-visual experience. Ngi is also regular a contributor to music libraries for TV and commercials.

Maria Habib, Design Director. *Primary Work Assignments: Design Direction for all Graphic Elements of Video and Oversight of Motion Graphics and Animation*

Maria Habib is a multidisciplinary designer/creative director, educator and owner of DesignMa, her personal practice established in 2013. Through this practice, she has served a variety of clients including the White House Historical Association, deCordova Sculpture Park and Museum, the Art in Embassies program, ANERA (American Near East Refugee Aid), UNICEF, and others. Maria is enrolled as adjunct professor at MICA (Maryland Institute College of Art). She has a rich background that spans ten years in the industry, serving in various capacities including Designer at MEMAC and Ogilvy in Beirut, Lebanon, Designer for private studio Freedom by Design, Design Director at the Corcoran Gallery of Art, and most recently Creative Director for the Strategic Innovation Group of Booz Allen Hamilton. Her interests and expertise as a designer center on identity, space and experience design. Her work has received awards from organizations such as Art Director's Club, AIGA, SEGD, UCDA, and HOW magazine

Brittany McDonald, Motion Graphics and Animation. *Primary Work Assignments: Creation of Motion Graphics and Animations*

Brittany McDonald is a graphic artist and motion graphics animator with a passion for storytelling. Originally from North Carolina, McDonald came to Colorado to complete her Bachelor of Fine Art degree at Metropolitan State University. She works across several different mediums of art. Whether it's a paint brush in her hand or a mouse, she finds a way to distill a complex idea into a beautiful art piece that connects with audiences. She has worked with Luceo since 2010 to develop storyboards, design projects, and motion graphics for commercial and editorial application. She believes in the importance of an integrated final product and works with clients to ensure that the materials she produces elevate and enhance the finished piece.

Lisa Raville, Technical Consultant. *Primary Work Assignments: Ensuring message fidelity and accuracy*

Lisa Raville grew up outside of Chicago, IL and graduated from DePaul University with a degree in Communications and a minor in Women's Studies. Lisa is the Executive Director of the Harm Reduction Action Center, a public health agency that works with people who inject drugs. Lisa has been with HRAC since 2009. Lisa's activist voice was cultivated with her experiences as an overnight homeless shelter coordinator, development work at a domestic violence agency, a former campaign manager for a CA County Supervisor, and an AmeriCorps VISTA at an AIDS agency. Lisa is the Vice President of the Board of Directors of the Colorado Criminal Justice Reform Coalition. Lisa is the co-chair of the Naloxone workgroup for the Colorado Consortium on Prescription Drug Abuse Prevention. Lisa is on the Board of the New Leaders Council Denver and is the VP of Membership for a local Toastmasters chapter. In 2014, Lisa won the Colorado Public Health Association Award for Excellence in Policy.

I. Summary of Contractor's Proposed Personnel/Management Approach

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Matt Slaby

mattslaby@luceoimages.com

(303) 877-0273

Experience	<p>Luceo, Managing Partner 2007-Present Denver, CO</p> <ul style="list-style-type: none">! Oversees operations of a team of 15 professional creative staff and contractors! Responsible for business development and new client relationships! Engages with clients to develop strategic goals and metrics that define Luceo's creative work! Leads Luceo's strategic focus on messaging and advertising related to public health and criminal justice issues <p>U.S. News & World Report, Intern 2006-2007 Washington, DC</p> <ul style="list-style-type: none">! Provided photographic coverage of the United States White House, Senate, House, and Pentagon.! Provided special photographic coverage of the 2006 U.S. Senate race. <p>El Centro Humanitario, Legal Clinic Staff 2004-2006 Denver, CO</p> <ul style="list-style-type: none">! Organized legal triage and assistance for wage theft cases on behalf of area immigrant and Spanish-speaking day laborers.! Created a legal training program allowing plaintiffs with uncomplicated cases to access self-help through the small claims process. <p>U.S. Forest Service Hotshots, Firefighter 1999-2004 Heber, AZ & Great Falls, MT</p> <ul style="list-style-type: none">! Responded to large, complex, and inaccessible wildfire throughout the Western United States! Teamwork and excellent interpersonal skills required to interface with strategic and tactical assets including complicated overhead structures, air attack, logistics, and other integrated agencies
Education	<p>University of Denver Sturm College of Law Juris Doctorate, 2007</p> <p>University of Colorado Bachelor of Arts: English Literature, 2001</p>
Recognition	<p>Drug Police Alliance Promoting Policy Change Grantee 2012, 2013, 2014, 2015, 2016, 2017</p> <p>American Photography 26 & 27 2010, 2011</p> <p>Center Director's Choice</p>

	2010 <i>Equal Justice Works Americorps Legal Fellow</i> 2006 <i>Chancellor's Scholarship, University of Denver Sturm College of Law</i> 2004
Languages	English, Spanish
Service	<i>Harm Reduction Action Center, Board of Directors</i> <i>2013-Present</i>

KEVIN GERMAN

424.298.0708

kevingerman@luceoimages.com

Creative Director, Partner, Luceo

December 2007-Present

Denver, Colorado

- ! Developed Luceo's initial pitch offerings and brand story based on qualitative market analysis which directly led to winning multi-year contracts.
- ! Built an award-winning team by recruiting international design, web, musical and artistic talent.
- ! Negotiated and managed all top-tier vendor and supplier relationships.
- ! Directed creative and production management for all public health accounts.

Director of Photography, Multimedia JSC

August 2010-April 2011

Monterey, California

- ! Served as the production company's director of photography while bringing a host of television programs to the Vietnam market.
- ! Helped to make Vietnam's Next Top Model, Season 1, the highest rated television program in Vietnam's history.

Creative Director Consultant, BellaHa

June 2014 - June 2015

Monterey, California

- ! Served as the company's creative director during the product development and road to market phases.
- ! Helped to establish the company's philanthropic arm and maintained the eco-friendly concept through product development.

Staff Photographer, The Sacramento Bee

September 2005 - March 2008

Sacramento, California

- ! Worked as a photographer for the capitol city newspaper with a circulation of 300,000+ while covering politics and long-term documentary projects.
- ! Managed a weekly column in the newspaper that focused on the important stories of extraordinary individuals.

Staff Photographer, The State Journal-Register

June 2003-September 2005

Springfield, Illinois

- ! Worked as a photographer for the capitol city newspaper with a circulation of 55,000+ while covering politics and community journalism.

PUBLISHED

(2018)

- ! *Color Me Gone*. Istanbul, Turkey: Ofset Publications. *A photography monograph about contemporary Vietnam.*

EDUCATION

Washington State University

Bachelor of Arts: Communications, Journalism

Pullman, Wash.

(1999-2003)

Work experience

December 2004– Current	DESIGNMA Washington, D.C.	PRINCIPAL DesignMa is a private practice soliciting clients ranging from start-up initiatives and businesses to private institutions, embassies, non-profit organizations and charities. <small>SELECT CLIENT LIST: AARP, ART IN EMBASSIES, AUSTRALIAN EMBASSY, AU KOGOD SCHOOL OF BUSINESS, GEORGE MASON UNIVERSITY WRITING CENTER, DECORDOVA MUSEUM, HUMAN RIGHTS CAMPAIGN, LUCEO IMAGES, ST. GEORGE FOUNDATION, UNICEF, WHITE HOUSE HISTORICAL ASSOCIATION.</small>
January 2015– February 2017	BOOZ ALLEN HAMILTON, STRATEGIC INNOVATION GROUP Washington, D.C.	CREATIVE DIRECTOR Established in-house studio workspace and workflow. Lead the design team tasked with spearheading the innovation agenda for the firm. Devised new direction for the firm-wide brand experience and guidelines. Worked closely with chief creative and operations director to implement design processes aligning the creative, marketing, and production arms of the company. Lead the design of the newly opened Innovation Center for the firm.
October 2004– July 2014	CORCORAN GALLERY OF ART, COLLEGE OF ART + DESIGN Washington, D.C.	SENIOR DIRECTOR OF DESIGN, OFFICE OF DESIGN Oversaw and managed the Corcoran brand. Managed the development and implementation of design strategies, creative initiatives/projects, and products promoting the institution's higher education offerings, exhibitions, collections, events, continuing education, and public programs. Established institutional design project process, and official Office of Design project management and archiving systems.
March 2012– July 2012	TRANSFORMER GALLERY Washington, D.C.	<i>E9 DESIGN: MASS FAD DISCHARGE</i> LEAD MENTOR/FACILITATOR Led a group of three up-and-coming designers through the concept development and implementation of the E9 Design Exercise exhibition. <small>HTTP://WWW.TRANSFORMERDC.ORG/EXHIBITIONS/OVERVIEW/E9-DESIGN</small>
October 2002– October 2004	FREEDOM BY DESIGN Washington, D.C.	DESIGNER Developed concepts and designed collateral for nationwide non-profit organizations.
May 2002– September 2002	MEMAC OGILVY Beirut, Lebanon	JUNIOR DESIGNER Implemented design and production for major Middle East regional advertising projects.
September 2001 –May 2001	KITCHEN-K, KINETIK Washington, D.C.	KITCHEN-K GALLERY ATTENDANT AND KINETIK DESIGN STUDIO INTERN Maintained the gallery space and assisted with design project needs in the studio.

Teaching experience

September 2014 –December 2015	MARYLAND INSTITUTE COLLEGE OF ART Baltimore, MD	GRAPHIC DESIGN 4 In this course students develop languages of design that reflect their identities while communicating to various audiences through conceptual thinking and formal experimentation. ADVANCED DESIGN 2 This capstone course is centered around the senior self-directed project, an independent project in design studies requiring the development of a body of work in consultation with faculty and peers.
September 2006 –June 2014	CORCORAN COLLEGE OF ART + DESIGN Washington, D.C.	DESIGN LAB Developed concept and curriculum, launched, and taught Design Lab. The course integrates the Museum and College offering a select group of students the unique opportunity to act as an in-house design team implementing projects for the Corcoran. This team is responsible for the award-winning identity for the <i>NEXT at the Corcoran</i> yearly exhibition. BUSINESS OF DESIGN This course explores targeted résumé and portfolio development in addition to the everyday business considerations of the practicing designer.

Education

2002 BFA Graphic Design, Dean's List, Corcoran College of Art + Design

Awards

AIGA, ADC, UCDA, SEGD, HOW Magazine, In-HOWSe Design

Languages

Arabic, French, Greek, Spanish

Brittany McDonald

Artist, Assistant

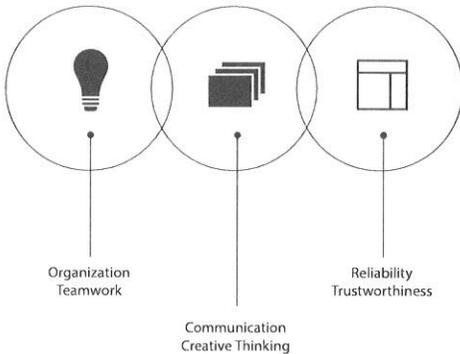
Address 2230 California St #9
Denver, CO 80205

Contact brittismac@gmail.com
843-892-8265

PERSONAL STATEMENT

I'm a 32 year old artist and assistant from Charleston SC, currently based in Denver CO. I love fine and graphic arts, music and media. I excel at client relationships - and I feel a true devotion to being the go-to, right-hand-person for all facets of small and art business, I love helping people succeed. I have 4 years of experience working as a trusted assistant, in office and in studio, and am self-employed as a household manager. I value incrementally improving and am ready to take on more. I would be best suited for a role in which I can assist, maintain and be self-directed. Let's work together! Go futher down to see why I am the person you need to hire.

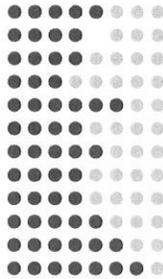
MY SPECIALITIES



SKILLS

01 Computer

Adobe Photoshop
Adobe Illustrator
Adobe Indesign
Adobe Lightroom
Adobe Acrobat
Canon DSLR
Silkscreen Printing
Research
Writing
Drawing
Communication
Microsoft Office Suite



HOBBIES & INTERESTS



EDUCATION

- From September 2010 to May 2016.
Bachelor of Fine Arts
Metropolitan State University of Denver.
- From September 2002 to May 2003
Graphic Design
Trident Technical College

WORK EXPERIENCE

- 3 Personal Assistance, Household Management, Social Media Management, Airbnb, Freelance
- 4 Photography & Assistance, LUCEO, Matt Slaby Photo, Freelance
- 5 Marketing, Graphic Design, Art, Sticky Fingers Ribhouse, Whole Foods Market, Freelance
- 7 Administrative, Clerical, Data Management, Signet Human Resources Managment, Nationwide Insurance, Healthcare Outsourcing Network

DISTINCTION

- Airbnb Superhost
Internal Recognition.
90% 5 Star Reviews: Value, Communication, Cleanliness, Accuracy, Commitment, Response.
- 2016 Guest Curator
Center for Visual Arts, Denver CO
- 2016 Visiting Artist
Young Artist Studio, National Endowment for the Arts
Denver CO

PROFESSIONAL ASSOCIATIONS



J. Subcontractors

Luceo does not intend to utilize subcontractors in the performance of this contract.

IF THE CONTRACTOR INTENDS TO
SUBCONTRACT ANY PART OF ITS
PERFORMANCE HEREUNDER, THE
CONTRACTOR SHOULD PROVIDE:

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:	Luceo Images LLC
Contractor Address:	61 Newton St Denver, CO 80219
Contact Person & Title:	Matt Slaby, Managing Partner
E-mail Address:	MattSlaby@LuceoImages.com
Telephone Number (Office):	303 877 0273
Telephone Number (Cellular):	212 249 9500
Fax Number:	_____

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:	Luceo Images LLC
Contractor Address:	61 Newton St Denver, CO 80219
Contact Person & Title:	Matt Slaby, Managing Partner
E-mail Address:	MattSlaby@LuceoImages.com
Telephone Number (Office):	303 877 0273
Telephone Number (Cellular):	212 249 9500
Fax Number:	_____

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:	Luceo Images LLC
COMPLETE ADDRESS:	61 Newton St., Denver, CO 80219
TELEPHONE NUMBER:	303 877 0273
FAX NUMBER:	_____
DATE:	10.26.19
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	MATTHEW SLABY, MANAGING PARTNER

Luceo

THANK YOU

(303) 877-0273

MATTSLABY@LUCEOIMAGES.COM

LUCEOIMAGES.COM