

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
50471 04

PAGE 1 of 2	ORDER DATE 06/06/14
BUSINESS UNIT 25470001	BUYER KRISTI KLING (AS)
VENDOR NUMBER: 1106350	
VENDOR ADDRESS: NEBRASKA ORGAN & TISSUE DONOR COALITION 42ND & DEWEY OMAHA NEBRASKA 68198-6640	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2014 THROUGH JUNE 30, 2015

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3712 Z1

Contract to supply and deliver Organ & Tissue Donation Awareness Campaign to the State of Nebraska as per the attached specifications for the contract period effective July 1, 2014 through June 30, 2015. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <<http://www.das.state.ne.us/accounting/forms/achenrol.pdf>>

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 mean the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Responsibility Act of 1996, 8 U.S.C. 1324a, known as E-Verify Program, or an equivalent federal program designed by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

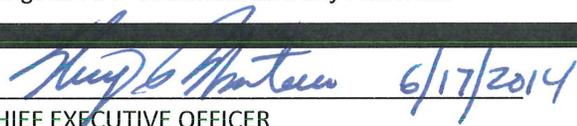
The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

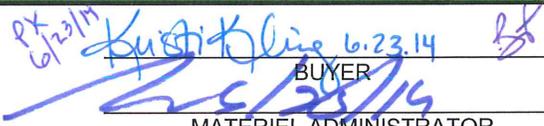
If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: <http://das.nebraska.gov/lb403/attestation_form.pdf>
2. 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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. 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.

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.


CHIEF EXECUTIVE OFFICER
DEPARTMENT OF HEALTH AND HUMAN SERVICES


BUYER
MATERIEL ADMINISTRATOR

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PAGE 2 of 2	ORDER DATE 06/06/14
BUSINESS UNIT 25470001	BUYER KRISTI KLING (AS)
VENDOR NUMBER: 1106350	

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Lisa Carmichael
Phone: 402-905-8077
Fax: 402-559-8220
E-Mail: lmcarmichael@cox.net

THIS IS THE THIRD (3) RENEWAL OF THE CONTRACT as amended. (06/06/14 Id)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ORGAN & TISSUE DONATION AWARENESS CAMPAIGN	80,000.0000	\$	1.0000	80,000.00
Total Order					80,000.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
50471 04

PAGE 1 of 2	ORDER DATE 06/19/13
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	
VENDOR ADDRESS: NEBRASKA ORGAN & TISSUE DONOR COALITION 42ND & DEWEY OMAHA NEBRASKA 68198-6640	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2013 THROUGH JUNE 30, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 3712 Z1

Contract to provide Organ & Tissue Donation Awareness Campaign to the State of Nebraska, Department of Health and Human Services, for a period effective July 1, 2013 through June 30, 2014 with the option to renew in one (1), one (1) year period as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

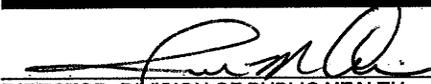
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization 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 a newly hired employee.

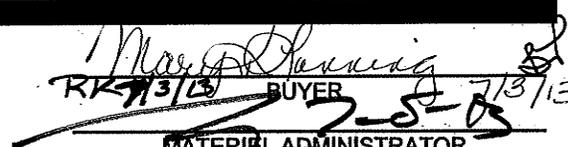
The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. 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: www.das.state.ne.us.
2. 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 require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;


DIRECTOR, DIVISION OF PUBLIC HEALTH and
CHIEF MEDICAL OFFICER


BUYER
MATERIAL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

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P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
50471 O4

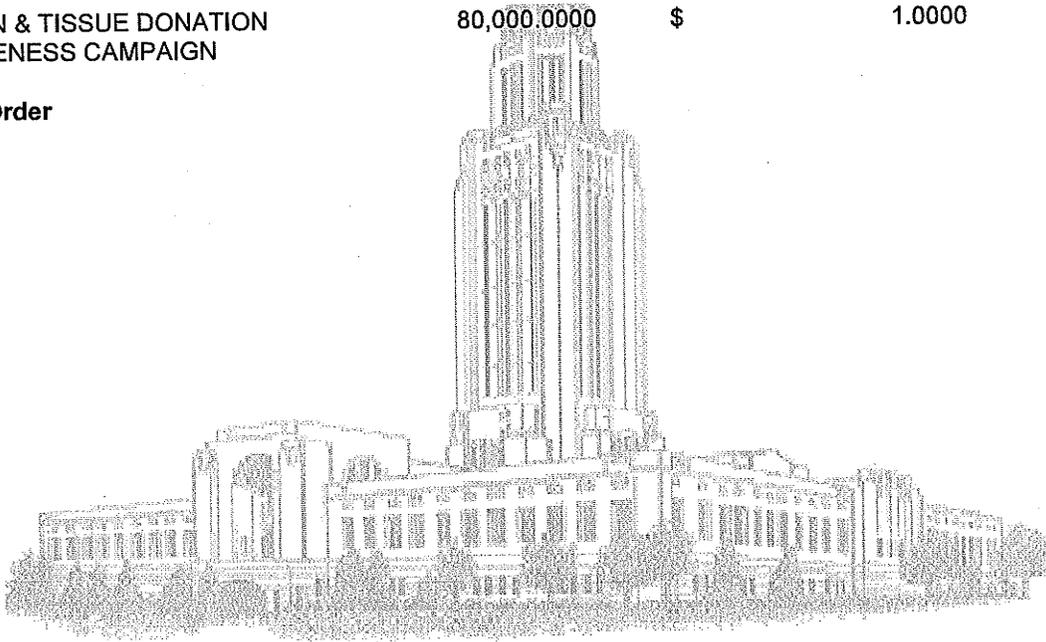
PAGE 2 of 2	ORDER DATE 06/19/13
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	

5. The signed Request for Proposal form; and
6. The Contractor's Proposal.

Vendor Contact: Lisa Carmichael
Phone: 402-905-8077
Fax: 402-559-8220
E-Mail: lmichael@cox.net

THIS IS THE SECOND RENEWAL OF THE CONTRACT AS AMENDED. (06/19/13 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ORGAN & TISSUE DONATION AWARENESS CAMPAIGN	80,000.0000	\$	1.0000	80,000.00
Total Order					80,000.00



ML
BUYER INITIALS

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Fax: (402) 471-2089

CONTRACT NUMBER
50471 04

PAGE 1 of 2	ORDER DATE 06/26/12
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	
VENDOR ADDRESS: NEBRASKA ORGAN & TISSUE DONOR COALITION 42ND & DEWEY OMAHA NEBRASKA 68198-6640	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2012 THROUGH JUNE 30, 2013

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Contract to provide Organ & tissue Donation Awareness Campaign to the State of Nebraska, Department of Health and Human Services, for a period effective July 1, 2012 through June 30, 2013 with the option to renew in two (2), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean 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 a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

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3. 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.

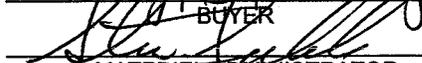
The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and
6. The Contractor's Proposal.



Director, Division of Public Health
Department of Health and Human Services



BUYER


MATERIEL ADMINISTRATOR

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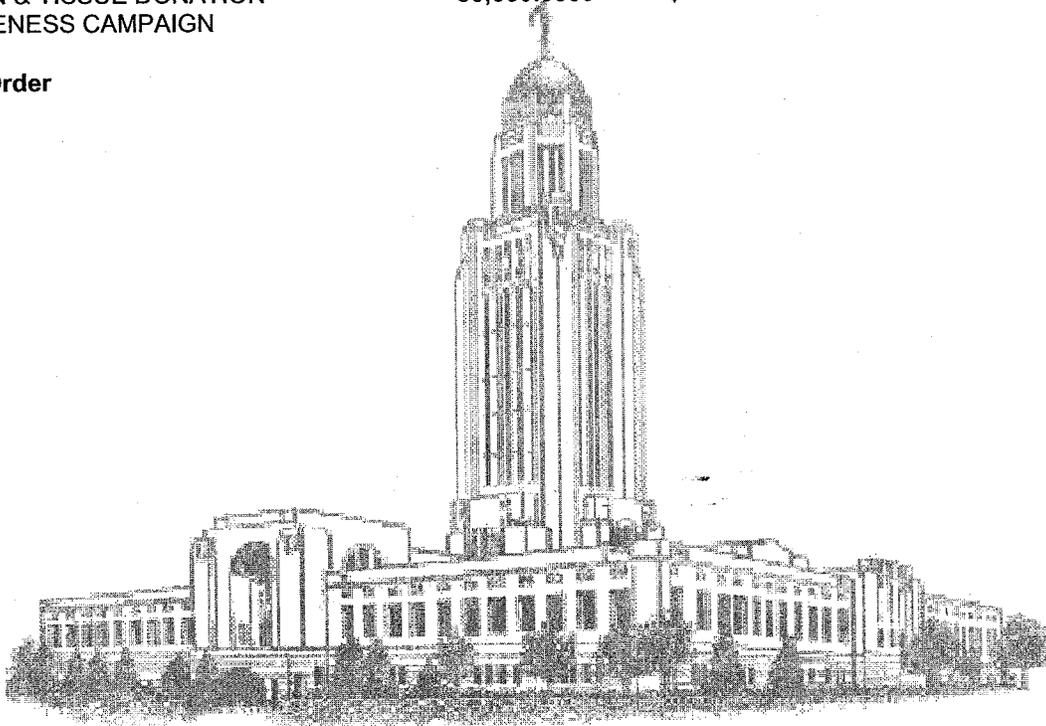
CONTRACT NUMBER
50471 04

PAGE 2 of 2	ORDER DATE 06/26/12
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	

Vendor Contact: Lynda Mirish
Phone: 402-551-1317
Fax: 402-559-8220
E-Mail: lmirvish@yahoo.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT. (06/26/12 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ORGAN & TISSUE DONATION AWARENESS CAMPAIGN	80,000.0000	\$	1.0000	80,000.00
Total Order					80,000.00



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CONTRACT NUMBER
50471 04

PAGE 1 of 2	ORDER DATE 12/06/11
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	
VENDOR ADDRESS: NEBRASKA ORGAN & TISSUE DONOR COALITION 42ND & DEWEY OMAHA NEBRASKA 68198-6640	

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Original/Bid Document 3712 Z1

Contract to provide Organ & tissue Donation Awareness Campaign to the State of Nebraska, Department of Health and Human Services, for a period effective July 1, 2011 through June 30, 2012 with the option to renew in three (3), one (1) year periods as mutually agreed upon by all parties.

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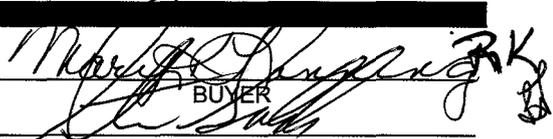
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3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
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BUYER
MATERIEL ADMINISTRATOR

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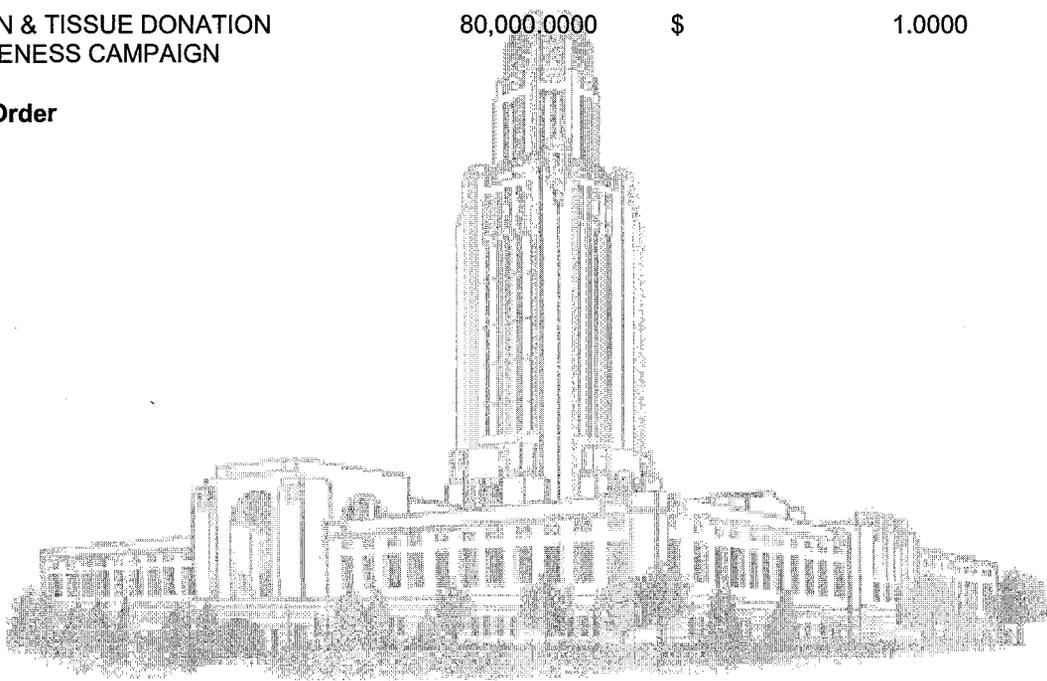
PAGE 2 of 2	ORDER DATE 12/06/11
BUSINESS UNIT 25470001	BUYER MARY LANNING (AS)
VENDOR NUMBER: 1106350	

6. The Contractor's Proposal.

Vendor Contact: Lynda Mirish
Phone: 402-551-1317
Fax: 402-559-8220
E-Mail: lmirvish@yahoo.com

(12/06/11 jh)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	ORGAN & TISSUE DONATION AWARENESS CAMPAIGN	80,000.0000	\$	1.0000	80,000.00
Total Order					80,000.00



ML
BUYER INITIALS

ADDENDUM 3712Z1

DATE: June 30, 2011
TO: All Vendors
FROM: Mary Lanning, Buyer
State Purchasing Bureau
RE: Questions and Answers for RFP Number 3712Z1
to be opened July 8, 2011

No questions were received for Request For Proposal 3712Z1.

ADDENDUM TWO

DATE: July 15, 2011
 TO: All Vendors
 FROM: Mary Lanning, Buyer
 State Purchasing Bureau
 RE: RFP Number 3712Z1

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.

	ACTIVITY	DATE/TIME
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	7-15-2011 7/18/2011
9.	Contract award	7-25-2011
10.	Contractor start date	8-1-2011

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

ADDENDUM TWO

DATE: July 18, 2011
 TO: All Vendors
 FROM: Mary Lanning, Buyer
 State Purchasing Bureau
 RE: RFP Number 3712Z1

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.

	ACTIVITY	DATE/TIME
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	7-15-2011 7/18/2011 07/19/11
9.	Contract award	7-25-2011
10.	Contractor start date	8-1-2011

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

ADDENDUM FOUR

DATE: July 19, 2011
 TO: All Vendors
 FROM: Mary Lanning, Buyer
 State Purchasing Bureau
 RE: RFP Number 3712Z1

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.

	ACTIVITY	DATE/TIME
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	7-15-2011 7/18/2011 07/19/11 TBD
9.	Contract award	7-25-2011
10.	Contractor start date	8-1-2011

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

State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 State Purchasing Bureau
 301 Centennial Mall South, 1st Fl
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Phone: 402-471-2401
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 3712Z1	June 20, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 8, 2011 2:00 p.m. Central Time	Mary Lanning

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3712Z1 for the purpose of selecting a qualified contractor to provide statewide education and public awareness to Nebraskans on the increased need for organ and tissue donation.

Written questions are due no later than June 27, 2011, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and four (4) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something added or deleted.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any officer or agency established by the Constitution of Nebraska.

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

Applicant/organization: Name of the agency sponsoring the proposal. If the project involves a multi-agency collaboration, one agency must be designated as the lead agency. This agency will serve as the fiscal agent and will be responsible for all reporting requirements.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

Collusion: A secret agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful or unlawful purpose.

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under "Conversion" as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator's interest(s) therein.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

Federal Tax Identification Number: the Federal Tax Identification Number of the lead agency for the proposed project.

Financial Officer: The person **directly** responsible for the oversight of the proposed budget.

F.O.B. Destination: Free on Board. The delivery charges have been included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Installation Date: The date when the procedures described in "Installation by Contractor, and Installation by State", as found in the RFP, are completed.

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with "Release Date".

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State's Licensed Software on the State's CPU's, programming, and/or executing the State's programs and Licensed Software on the contractor's CPU's or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total of all software, documentation, and services to be provided by the contractor under this contract.

Project Director: The person **directly** responsible for the oversight of the proposed project. This individual will serve as the liaison between the DHHS and the other project staff and will be responsible for the completion and submission of all required documentation.

Project/Title: Title of the proposed project.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

Responsible Bidder: A bidder who has the capability in all respects to perform fully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms in all respects to the solicitation document.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

Signature of Authorized Official: The individual identified as the authorized official, must be the chief operating officer or the chair of the board that controls the activity of the proposing agency. This person must sign and date the cover sheet.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

Termination: Occurs when either party pursuant to a power created by agreement or law puts an end to the contract. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Total Funds Requested: The total amount requested for the proposed project.

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

Will: Denotes the imperative, required, compulsory or obligatory.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3712Z1 for the purpose of selecting a qualified contractor to provide statewide education and public awareness to Nebraskans on the increased need for organ and tissue donation..

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2011 through June 30, 2012, with the option to renew for three (3) additional years.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. 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.

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	6-20-2011
2.	Last day to submit written questions	6-27-2011
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	6-30-2011
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	7-8-2011 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	7-8-2011
6.	Evaluation period	7-8-2011
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	7-15-2011
9.	Contract award	7-25-2011
10.	Contractor start date	8-1-2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Mary Lanning
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing statewide education and public awareness to Nebraskans on the increased need for organ and tissue donation. at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3712Z1; Organ and Tissue Donor Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Mary Lanning, showing the total number of pages transmitted, and clearly marked "RFP Number 3712Z1; Organ and Tissue Donor Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

F. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and four (4) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

G. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

H. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

I. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

L. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal/Budget Justification.

M. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

O. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

Accept
& Initial

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

Accept
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

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 or privileges of employment because of race, color, religion, sex, disability, 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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). 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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

Accept
& Initial

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

Accept
& Initial

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

Accept
& Initial

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must 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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial

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

The bidder 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 services hereunder or which creates an actual or appearance of conflict of interest.

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

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

Accept
& Initial

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept
& Initial

O. BEGINNING OF WORK

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

Accept
& Initial

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

Accept
& Initial

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Accept
& Initial

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

Accept
& Initial

U. ADVERTISING

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

Accept
& Initial

V. STATE PROPERTY

Accept
& Initial

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept
& Initial

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 between the State and the contractor.

X. NOTIFICATION

Accept
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications 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 above, 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 three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept
& Initial

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 30 days 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 cancellation 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) 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept
& Initial

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

Accept
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. RETAINAGE

Accept
& Initial

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

DD. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

FF. PAYMENT

Accept
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

GG. AUDIT REQUIREMENTS

Accept
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

HH. TAXES

Accept
& Initial

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

II. INSPECTION AND APPROVAL

Accept
& Initial

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.

JJ. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

KK. SEVERABILITY

Accept
& Initial

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 particular provision held to be invalid.

LL. CONFIDENTIALITY

Accept
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

MM. PROPRIETARY INFORMATION

Accept
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any

advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

OO. PRICES

Accept
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

PP. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

QQ. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

RR. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

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 provided by the contractor.

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

TT. ANTITRUST

Accept
& Initial

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.

UU. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

VV. TIME IS OF THE ESSENCE

Accept
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

WW. RECYCLING

Accept
& Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

XX. DRUG POLICY

Accept
& Initial

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.

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired 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 www.das.state.ne.us.

2. 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.
3. 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.

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION

The Nebraska Organ and Tissue Donor Awareness and Education Program was authorized under State Statute 60-495. This Statute was implemented on January 1, 2000. The purpose of this Act is to provide Nebraskans the opportunity to voluntarily donate \$1.00 at the time they obtain or renew their driver's license. These funds shall then be used to educate all Nebraskans on the benefit of organ and tissue donations.

Since these are State funds, funding is subject to availability of revenue collected. Approximately \$80,000 is available for fiscal year (FY) 2011-2012. The award will be granted for the funding period of July 1, 2011 - June 30, 2012. Continuation of funding with the project period will be on the basis of satisfactory progress, timely completion and submission of required reports, documentation, and availability of funds. Continuation will be determined on a year to year basis.

A. SCOPE OF WORK

The State of Nebraska, Department of Health and Human Services is seeking a qualified Contractor to provide strategic marketing to effectively carry out a campaign to raise awareness of the importance of organ and tissue donation. This includes advertising, promotion, education and public relations to the citizens of Nebraska. This encompasses reaching out to television, radio, and printed materials. Materials and other awareness campaign efforts should also be made available in languages other than English.

B. REIMBURSEMENTS

The Contractor will be reimbursed on a quarterly basis upon receipt and approval of all required reports. Only approved expenses that reflect actual quarterly activities will be reimbursed.

C. REPORTING REQUIREMENTS

The Contractor will be required to submit quarterly budget reports.

1st Quarter – Report due November 1, 2011

2nd Quarter – Report due February 1, 2012

3rd Quarter – Report due May 1, 2012

4th Quarter – Year-End Report due August 1, 2012

If the Contractor is unable to submit the required report(s) by the due date, the Contractor may request a deadline extension for the reporting requirements only. All extension requests must be written (letter or e-mail) and must be approved by DHHS. Extension requests will be reviewed on an individual basis.

D. RESPONSE REQUIREMENTS

A required standardized format was developed for all requirements under this RFP. Proposals should be written utilizing this format. Cost Proposal/Budget Justification Form B.

E. PROJECT WORK PLAN

Bidders should provide a brief summary of the proposed project. Include a description of the overall goals and objectives, types of interventions to be implemented, who may complete the tasks, give a specific time frame when the objective will be completed, list materials, list how you are going to measure the effectiveness of the activities, and include a summary of how you plan to monitor and evaluate this project. The plan should include a description of how information will be distributed in other languages. List any other agencies and/or programs that may collaborate in the implementation of this project.

F. COST/BUDGET PROPOSAL

The RFP response should include all costs associated with the project for the period of July 1, 2011 – June 30, 2012. Budgeted items may include: Development, Printing, and Distribution of the Materials, and Appropriate Administration Costs. Bidders must provide a proposal for the budget in detail noting how estimated expenditures will support the work plan and program goals. (Cost Proposal/Budget Justification Form B). A lack of specificity with the bidder's response may impact the evaluation of the RFP responses.

G. CHECKLIST/ MANDATORY REQUIREMENTS SECTION II, L.

Bidders should review for accuracy the items listed below to assure that all requirements have been met. This will assist in the evaluation process.

H. DELIVERABLES/ORGANIZATION DESCRIPTION

Bidders must respond to the following questions as they pertain to the organization(s) that will be responsible for implementing the proposed project. Responses must be complete and succinct. These requirements relate directly to the major program elements described in Section IV Project Description and the Scope of Work. It is expected that the bidder not limit its proposal to just responding to these requirements.

1. Provide a detailed description of the planned projects.
2. Describe the organization(s) proposing the planned projects. Include a brief history of the organization, a description of its scope of current activities, and organizational size.
3. Describe organization's capacity to implement the project, including present and past activities with the target population.
4. Include a listing of all project staff and a brief description of their qualifications as they pertain to the implementations of the proposed projects.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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 bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five(5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past five (5) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) 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 bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the contractor's responsibilities;
 - 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); and
 - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

The bidder must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan; and
- e. deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal 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.

2. PRICES

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

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

- 1st Quarter – Report due November 1, 2011
- 2nd Quarter – Report due February 1, 2012
- 3rd Quarter – Report due May 1, 2012
- 4th Quarter – Year-End Report due August 1, 2012

Form A

Bidder Contact Sheet

Request for Proposal Number 3712Z1

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Cost Proposal/Budget Justification

Request for Proposal Number 3712Z1

Bidders may expand/add to the categories listed below

1. PUBLIC EDUCATION MATERIALS

Awareness among the general population to include youth and non-English speaking residents of Nebraska.

2. MEDIA CAMPAIGN

Radio

Newspaper/Print Publications

Television

Web

Miscellaneous

Request for Proposal Number 3712 Z1
Contract Number 50471 O4
Proposal Opening: July 8, 2011

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Tax return information and promotional exhibits were excluded from being posted as approved by Rita Kucera 12/15/11.

Form A

Bidder Contact Sheet

Request for Proposal Number 3712Z1

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

Preparation of Response Contact Information	
Bidder Name:	Donate Life Nebraska
Bidder Address:	988137 Nebraska Medical Center Omaha, NE 68198-8137
Contact Person & Title:	Cindy Schabow, Treasurer
E-mail Address:	cschabow@cox.net
Telephone Number (Office):	402-592-3291 (home)
Telephone Number (Cellular):	402-670-2902 (cell)
Fax Number:	402-559-8220

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

Communication with the State Contact Information	
Bidder Name:	Donate Life Nebraska
Bidder Address:	988137 Nebraska Medical Center Omaha, NE 68198-8137
Contact Person & Title:	Lynda Mirvish, President
E-mail Address:	lmirvish@yahoo.com
Telephone Number (Office):	402-551-1317 (home)
Telephone Number (Cellular):	402-415-5532
Fax Number:	402-559-8220

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 3712Z1	June 20, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 8, 2011 2:00 p.m. Central Time	Mary Lanning

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3712Z1 for the purpose of selecting a qualified contractor to provide statewide education and public awareness to Nebraskans on the increased need for organ and tissue donation.

Written questions are due no later than June 27, 2011, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and four (4) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: Donate Life Nebraska (formerly Nebraska Organ & Tissue Donor Coalition) _____

COMPLETE ADDRESS: 988137 Nebraska Medical Center Omaha, NE 68198-8137 _____

TELEPHONE NUMBER: 402-559-3788 _____ FAX NUMBER: 402-559-8220 _____

SIGNATURE: *Lynda Mirvish* DATE: 7/7/2011

TYPED NAME & TITLE OF SIGNER: Lynda Mirvish, President _____

III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

Accept
& Initial



1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

Accept
& Initial



By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:
<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

Wm
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 or privileges of employment because of race, color, religion, sex, disability, 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 services to be covered by any contract resulting from this Request for Proposal.

DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION WITH NO EMPLOYEES OR CONTRACTORS. ALL GRANT SERVICES ARE PROVIDED BY VOLUNTEERS OVERSEEN BY A VOLUNTEER BOARD OF DIRECTORS.

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

Wm
The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

Wm
The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

Wm
The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept
& Initial

Wm
The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage

\$1,000,000 combined single limit

EXCEPTION: BECAUSE DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION WITH NO EMPLOYEES OR CONTRACTORS, IT DOES NOT AND HAS NEVER MAINTAINED ANY INSURANCE IN ITS 10+ YEAR HISTORY OF CARRYING OUT THE SERVICES UNDER THIS GRANT. DONATE LIFE NEBRASKA IS WILLING TO PURCHASE INSURANCE IF DETERMINED NECESSARY BY THE STATE.

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance

\$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2800). 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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

Accept
& Initial

WOM

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

Accept
& Initial

WOM

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

Accept
& Initial

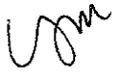
WOM

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must 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. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial



The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

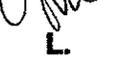
1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION WITH NO EMPLOYEES OR CONTRACTORS. ALL GRANT SERVICES WILL BE PROVIDED BY VOLUNTEERS OVERSEEN BY A VOLUNTEER BOARD OF DIRECTORS

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial



The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept
& Initial



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

The bidder 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 services hereunder or which creates an actual or appearance of conflict of interest.

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

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations, or oral presentations, or in any other activity related to bidding on this Request for Proposal.

Accept & Initial
Wom

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept & Initial
Wom

O. BEGINNING OF WORK

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

Accept & Initial
Wom

P. ASSIGNMENT BY THE STATE

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept & Initial
Wom

Q. ASSIGNMENT BY THE CONTRACTOR

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept & Initial
Wom

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

Accept & Initial
Wom

S. GOVERNING LAW

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Accept & Initial
Wom

T. ATTORNEY'S FEES

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

Accept & Initial
Wom

U. ADVERTISING

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 services are endorsed or preferred by the State. News

Accept & Initial
Wom

releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept
& Initial

Vom

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

W. SITE RULES AND REGULATIONS

Accept
& Initial

Vom

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 between the State and the contractor.

X. NOTIFICATION

Accept
& Initial

Vom

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications 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 above, 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 three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept
& Initial

Vom

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 30 days 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 cancellation 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) 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

Accept
& Initial
Wm

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a

Accept
& Initial
Wm

failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

Accept
& Initial

WOM

CC. RETAINAGE

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

Accept
& Initial

WOM

DD. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

Accept
& Initial

WOM

EE. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

Accept
& Initial

WOM

FF. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

Accept
& Initial

WOM

GG. AUDIT REQUIREMENTS

Accept
& Initial

VM

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

HH. TAXES

Accept
& Initial

VM
II.

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

INSPECTION AND APPROVAL

Accept
& Initial

VM

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.

JJ. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

VM

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

KK. SEVERABILITY

Accept
& Initial

VM

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 particular provision held to be invalid.

LL. CONFIDENTIALITY

Accept
& Initial

WOM

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

MM. PROPRIETARY INFORMATION

Accept
& Initial

WOM

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

WOM

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any

advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

OO. PRICES

Accept
& Initial



All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

PP. BEST AND FINAL OFFER

Accept
& Initial



The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

QQ. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial



No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

RR. INDEMNIFICATION

Accept
& Initial
Wm

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

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 provided by the contractor.

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept & Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

TT. ANTITRUST

Accept & Initial

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.

UU. DISASTER RECOVERY/BACK UP PLAN

Accept & Initial

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

BECAUSE DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION, RECORDS AND DUPLICATES OF RECORDS AND SUPPLIES ARE MAINTAINED AT SEVERAL DIFFERENT LOCATIONS AND WOULD BE ACCESSIBLE IN THE EVENT OF A DISASTER THAT CAUSED RECORDS/SUPPLIES TO BE INACCESSIBLE AT ONE LOCATION.

VV. TIME IS OF THE ESSENCE

Accept & Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

WW. RECYCLING

Accept & Initial

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

XX. DRUG POLICY

Accept & Initial

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.

DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION WITH NO EMPLOYEES OR CONTRACTORS. ALL GRANT SERVICES ARE PROVIDED BY VOLUNTEERS, OVERSEEN BY A VOLUNTEER BOARD OF DIRECTORS.

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept & Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired employee.

DONATE LIFE NEBRASKA IS AN ALL VOLUNTEER ORGANIZATION WITH NO EMPLOYEES OR CONTRACTORS. ALL GRANT SERVICES ARE PROVIDED BY VOLUNTEERS, OVERSEEN BY A VOLUNTEER BOARD OF DIRECTORS.

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 www.das.state.ne.us.
2. 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.
3. 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.

ZZ. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Accept
& Initial





2. EXECUTIVE SUMMARY

Nebraska Organ & Tissue Donor Coalition, now doing business as **Donate Life Nebraska (DLN)**, is a 501(c)(3) organization uniquely equipped and qualified to continue to provide statewide education and public awareness to Nebraskans on the increased need for organ, eye and tissue donation. Our organization is comprised of skilled, highly motivated volunteers who are passionate about inspiring Nebraskans to sign up on the Nebraska Donor Registry and to save lives of the more than 450 people on the transplant waiting list in our state and the many others who will regain sight, health and mobility through cornea and tissue transplants. We have no paid staff. This is not a job; it is our mission and sole purpose for existence.

Since our beginnings in 1987, this organization has focused on the importance of educating the public about the need for donors, and motivating Nebraskans to take action and document the decision to become a donor. Member organizations include hospitals, a transplant center, transplant patient support group, an eye bank and a community partner. Individual representatives who carry out the programs include nurses, educators, a transplant physician, transplant recipients, donor families, minority affairs specialists, and marketing, public relations and advertising professionals.

We have been the sole recipient of the State of Nebraska Organ & Tissue Donor Awareness Fund since its inception and the number of donors in the Nebraska Donor Registry has steadily increased. We have implemented programs to inform and inspire Nebraskans of all ages, races, occupations, religions and languages about the importance of donation and the critical need to register as a donor. Projects have included community outreach efforts such as booths and events, school programs such as drivers' education curriculum and multi-media advertising/marketing campaigns.

A key advantage is our affiliation with Donate Life America, a not-for-profit alliance of national organizations and local state teams across the United States, dedicated to inspiring all people to save and enhance lives through donation. Nebraska has joined with these other members in consistently using the "Donate Life" branding to reinforce the message on local and national advertising, educational materials and promotional items. We have benefitted from the national buying power for production and printing of brochures and other materials, for access to valuable market research and data analysis we would not be able to afford alone and for sharing of best practices.

Our proposal, requesting \$80,000 in grant funding, this year continues the momentum we have generated through the "Donate Life" campaign begun in 2003/2004 and built upon year after year. For 2011-2012, we will create a new series of Donate Life Nebraska's "Miracle Minute" television spots, which will feature Nebraska donor families and transplant recipients sharing their personal stories and encouraging viewers to find out more at our website, www.donatelifenebraska.com. There, with one click, viewers can sign up on the Nebraska Donor Registry. The value of these 60-second spots will be multiplied through additional use on our website, in social media (such as our Donate Life Nebraska Facebook page), on TV screens in selected DMV exam site waiting rooms, and in presentations at workplaces, community events and educational talks.

These new television PSAs will supplement the ongoing programs we have in place to share our "Donate Life Nebraska" message statewide through print materials in English and Spanish, focused print and radio advertising, website and social networking, and community outreach events. Special efforts will continue to reach the Hispanic and African American communities with our message.

A solid foundation has been laid with the development of "Donate Life Nebraska" print materials, displays, posters, ads, PSAs and promotional items. Now is not the time to change direction, but instead to drive home the message with powerful, effective localized testimonials and target marketing. By utilizing paid and donated advertising space, consistent local and national advertising messages and local community involvement through Workplace Partners, booths and presentations, Donate Life Nebraska will administer a total package approach to inspiring donors throughout Nebraska. We believe this campaign will continue to have measurable impact on the Nebraska Donor Registry and will bring hope to the many waiting for the Gift of Life through organ, eye and tissue donation.



3. CORPORATE OVERVIEW

A. Bidder Identification and Information:

Name: Nebraska Organ & Tissue Donor Coalition (D/B/A Donate Life Nebraska)

Address: 988137 Nebraska Medical Center, Omaha, NE 68198-8137

Entity Organization: 501(c)(3) not-for-profit, tax-exempt corporation

State Incorporated: Nebraska

Year Incorporated: 1987

Original Name: The Organ & Tissue Donor Task Force of Nebraska. In September of 2002, the organization officially changed its name to the Nebraska Organ & Tissue Donor Coalition. In 2010, the organization registered the trade name "Donate Life Nebraska."

Federal Employee Identification Number: [REDACTED]

(See Attachment #1 for 501(c)(3) and Trade Name documents.)

B. Financial Statements:

Attached is the organization's most recent Form 990 Tax Return (See Attachment # 2).

The bank account is maintained at American National Bank, PO Box 2139, Omaha, NE 68103, 402-399-5037.

No judgments, pending or expected litigation or other real or potential financial reversals which might affect the viability or stability of the organization are known to exist.

C. Change of Ownership:

No change of ownership or control of the company is anticipated in the foreseeable future.

D. Office Location:

988137 Nebraska Medical Center, Omaha, NE 68198-8137

E. Relationships with the State:

Our organization has been awarded the Nebraska Organ & Tissue Donor Awareness and Public Education Program grant since its inception.

F. Bidder's Employee Relations to State:

Donate Life Nebraska has no employees. We are a 100% volunteer organization.

One of our members of the Board of Directors is Beverly Neth, Director of the Nebraska Dept. of Motor Vehicles. While the DMV plays an important role in facilitating donor registrations—over 98% of donors sign up at the DMV—she is not directly involved with the day-to-day administration of the grant project.

G. Contract Performance:

No contract has been terminated with our organization over the past five years for any reason.

H. Summary of Bidder's Corporate Experience: (3 narrative project examples) – No subcontractors will be used for this grant project.

- 1. Bloodstock and Campus Blood Drives** – Donate Life Nebraska has partnered with American Red Cross – Mid-America Blood Services Division this year to promote both organ donation and blood donation in special events. Since most organ transplant recipients also need donated blood/blood products, this is a natural alliance. We provided transplant recipients to volunteer at booths at special events, such as Bloodstock and on college campus blood drives. Bloodstock was a rock and roll themed blood drive with live radio remotes, rock concert music videos and fun prizes. Transplant recipients shared their gratitude with the media and with the blood donors, and offered information on how to sign up on the Nebraska Donor Registry. We helped promote the event with email blasts and social media. Blood donor goals were exceeded at both locations. Also, throughout April, Donate Life Month, transplant recipients volunteered at blood drives at 13 Nebraska college campuses, sharing their stories and promoting organ donor registration.

Our contact at the American Red Cross is:
April Oppliger | Program Manager, Communications
American Red Cross
Mid-America Blood Services Division
3838 Dewey Avenue, Omaha, NE 68105
(402) 492-2149, ext. 3848 (p) | (402) 321-3576 (c)
(402) 341-1986 (f) | oppligera@usa.redcross.org

- 2. OPPD WorkPlace Partner Campaign** –In addition to general market advertising and public relations efforts, Donate Life Nebraska works with the corporate community to educate employees about organ donation and encourage donor registrations. A recent example is the Workplace Partnership campaign Donate Life Nebraska implemented with OPPD, Omaha's electric utility company. Working with the company's established communications channels, a company-wide donor registration campaign was conducted throughout the month of April 2011. The campaign included a video featuring three OPPD employees/family members who have been directly touched by organ/tissue donation. This video was featured on the employee intranet and shown at a supervisor's training meeting. Other campaign elements included an article and a link to the www.donatelifenebraska.com website on the company intranet, where employees could sign up on the Nebraska Donor Registry online; informative table tents on company cafeteria tables, posters throughout corporate buildings and a "Lunch and Learn" session with a transplant recipient and a donor family member speaker. The video is available for viewing on our www.donatelifenebraska.com website, under "Stories." For employees who do not have intranet access, a printed version of the online article and link were included in company mailings. The project ran the month of April, as planned. OPPD's Communications Department created the video. Donate Life Nebraska provided information for the article, posters, table tents, booth display and giveaway items for the "Lunch and Learn" as well as speakers for the "Lunch and Learn" session and the supervisor's safety meeting.

Our contact at OPPD for this project has been:
Kevin Fumagalli
402-636-3158
kfumagalli@oppd.com

3. **Cox Classic Golf Tournament** – Since 2002, our organization has been one of the 12 benefitting local charities of the Cox Classic Golf Tournament, the premiere tournament on the PGA Nationwide Tour. This is both a fundraising and an educational opportunity to reach tournament participants, volunteers, corporate leaders and the public with our Donate Life message. As one of the charities, we are assigned areas of responsibility to help the tournament run smoothly. We are asked to sign a contract to provide qualified volunteers to help with pre-tournament activities (such as mailings, assembling volunteer handbooks, laminating badges, data entry, etc.) and during the tournament itself, providing volunteers for the Starting Tents, Information Center, Driving Range and Tournament Office. We also help with the Cox Classic Charity Auction and other special projects as requested. During the tournament, our Donate Life Nebraska volunteers staff a booth to hand out donor registration information and giveaways to tournament spectators. (More than 100,000 spectators attended last year's tournament throughout the week!) In addition, we have been able to share our message through speakers and video messages from grateful transplant recipients at the Pro Am Pairings Parties and in tournament media coverage. This partnership with the Cox Classic has been beneficial in heightening awareness of the need for organ donors and the success of transplants, and has given us access to a large audience to inform and inspire to register as donors. The financial donation we receive from the proceeds of the tournament fund additional educational programs, such as our statewide Donor Sabbath project with churches and synagogues.

Our contact for the Cox Classic is:
Chad Mardesen, Tournament Director
Office: 402.399.1800
Fax: 402.399.8600
cmardesen@coxclassic.com

I. Summary of Bidder's Proposed Personnel Management Approach:

The proven advantage of our organization is the collaborative effort. Our member organizations are:

- The Nebraska Medical Center
- Alegent Health System
- Children's Hospital and Medical Center
- Mary Lanning Memorial Hospital
- New Hearts Transplant Support Group
- Nebraska Kidney Association
- Community representatives

Each of our member organizations has up to five representatives on our Working Committee, but can also tap into the additional resources of their own organizations. For example, a hospital representative, who may be a nurse, can contact her hospital's marketing experts or computer analysts or Spanish language translators for help with specific projects, thus widening our scope of available expertise.

Representatives of our member organizations, along with the professional talents of our Board of Directors, pool valuable resources to create and implement effective educational projects, making Donate Life Nebraska especially capable of effectively administering a statewide advertising and public relations program. (See attached Lists of Member Organizations, Board Members and Working Committee Members in Attachment #3.)

The officers are elected from Working Committee Representatives and make up the Executive Committee (president, vice president, secretary and treasurer) and also serve on the Board of Directors. The Executive Committee members will be responsible for the day-to-day administration of the grant funds.

The Executive Committee Team:

Lynda Mirvish, President, will oversee the entire project and make assignments to other Executive Committee and Working Committee members as needed, as well as providing her own knowledge and expertise in Public Relations and Advertising to implement the campaign.

Lisa Carmichael, Vice President, will provide marketing expertise in targeting specific audiences for our message and assuring materials used are effective and appropriate, and will spearhead our Workplace Partnership campaigns.

Nancy Thies, Secretary, will assure the medical and technical accuracy of all our materials and messages in regard to the organ donation and transplant process.

Cindy Schabow, Treasurer, will keep accurate financial records, pay bills on a timely basis, track registry data and create reports as needed, and, as a heart transplant recipient, provide input from a transplant patient point-of-view.

(See attached resumes and references of Executive Committee Members in Attachment #4.)

J. Subcontractors:

Donate Life Nebraska does not intend to subcontract any part of this proposal.



4. TECHNICAL APPROACH

A. Understanding of the Project Requirements

Currently, there are more than 110,000 people in the United States waiting for a donor organ, according to the United Network for Organ Sharing. More than 1 million people have medical conditions that could be improved with donor corneas and tissues. And while the number of both deceased donors and living donors is increasing, the number of donors each year is still not nearly enough to meet the growing demand. About 18 people die each day in the U.S. because a donor organ is not available.

Nebraska has a large waitlist with over 450 people currently in need of a lifesaving donor organ, and there are clearly not enough donor organs to meet the need. Nebraska's smaller population size is a real factor in limiting donations and results in long wait times for dying patients. This makes every single person's decision to donate significant in the fight to save lives in Nebraska.

This critical need for organ, eye and tissue donors was the reason for the development of LB147 (now State Statute 60-495), which established the \$1 voluntary check-off on the DMV application to fund the Donor Awareness and Public Education Fund. Our group worked diligently with Sen. Nancy Thompson to establish an ongoing mechanism to fund a consistent, statewide campaign to educate Nebraskans on the importance of organ, eye and tissue donation. Written into State Statute 60-495 was "administration of funds to be by organizations like the Organ & Tissue Donor Task Force of Nebraska" (which was our group's original name). We are proud to be the initiators of this significant fund, which has brought, and will continue to bring, life and healing to hundreds of waiting patients when campaigns are built from its generous contributors.

Continued effective promotion of organ, eye and tissue donation will optimize patients' chances for survival.

In order to be most effective, the \$80,000.00 grant should be used to create a campaign that is:

1. Consistent
2. Statewide
3. Nationally linked
4. Bilingual
5. Inspiring and Motivational
6. Multi-media
7. Measurable

The Donate Life Nebraska proposal meets all of the above requirements.

B. Proposed Development Approach

The Nebraska Organ & Tissue Donor Coalition (D/B/A **Donate Life Nebraska**) is a not-for-profit 501(c)(3) organization with over 20 years of experience serving citizens of Nebraska through quality organ, eye and tissue donation education programs. The strength of the organization comes from its statewide member organizations and volunteers, comprised of qualified healthcare providers, donor families, transplant recipients, critically linked business professionals and motivated individuals who are knowledgeable about how best to communicate the lifesaving message of the critical need for organ, eye and tissue donors. We are all volunteers, freely sharing our time and talents to further this important cause. There is no paid staff.

Donate Life Nebraska's Mission is to develop, fund and provide public education about the critical need for the donation of organ, eye and tissue donors, and to inspire Nebraskans to sign up on the Nebraska Donor Registry.

Since its inception in 1987, this organization has created and implemented a variety of educational projects to heighten awareness of the success of transplants and to demonstrate the critical need for donors in Nebraska. Our focus has been on making donation information easily accessible, age appropriate, culturally relevant and bilingual, using a variety of venues to present clear and understandable instructions on how citizens of Nebraska can take action and document the decision to be a donor. (See "Recap of Past Campaigns Funded by State Statute 60-495 Grant Funding in Attachment #5.)

In addition, Donate Life Nebraska has the unique advantage of being affiliated with the national organization, **Donate Life America**, a not-for-profit alliance of national organizations and local coalitions across the United States that have joined forces to educate the public about organ, eye and tissue donation.

Donate Life America has only one designated official affiliate per geographic area, and in Nebraska the designee is Donate Life Nebraska.

Donate Life America implements national organ, eye and tissue donor advertising campaigns, but the key to public education is having relevant local messages, implemented by "state teams" like Donate Life Nebraska. When both the national advertising campaign and the local advertising campaign promote the same message and share the same branding, such as in our "Donate Life" campaign, the impact is much more powerful and effective than having several disjointed, mixed messages. Having access to national Donate Life America materials and market research substantially reduces production costs at the local level and adds increased credibility through high quality, focus-group-based data to target specific markets in a campaign effort. Donate Life America works with top advertising, public relations and market research professionals to create national campaigns that can easily be localized and used at the state level. The "Donate Life" brand has become synonymous with "organ, eye and tissue donation" throughout the country as state teams have united to spread one clear message.

In addition, local affiliate members from Nebraska attend national Donate Life America workshops and conferences which address pertinent issues in developing and marketing a successful organ donor campaign. This allows us to network with other state team representatives to discuss new ideas and identify best practices.

In October 2006, a special communications summit was held in New Orleans to bring together, for the very first time, public relations and marketing personnel from the transplantation and

donation community to announce a new **Donor Designation Collaborative (DDC)** with the goal of increasing the number of registered donors in the United States to **100 million**, nearly doubling the estimate at the time of between 50 and 60 million donors, and to increase the Donor Designation Rate (the percentage of people who say "yes" to the donor question on the drivers' license application) to **50%**. At the time, these stretch goals seemed almost too lofty to be feasible.

This meeting, jointly presented by the OPTN/UNOS Communications Committee, the Health Resources and Services Administration's Division of Transplantation and Donate Life America, brought together organizations committed to increasing donation using a powerful, unified message and professionally designed materials in cooperative efforts to inspire the public to take action to document the decision to donate organs, eyes and tissues. And, a new data tracking concept was introduced to actually measure the effectiveness of state projects by measuring the impact of a project on new donor registrations. The result was a major shift in focus from "donor awareness," which is difficult to measure, to "donor registrations," which can be easily tracked by monitoring registry numbers.

According to the 2011 National Donor Designation Report Card recently released by Donate Life America: *"To date, as a result of the DDC and the work of the donation and transplant community nationwide, **94.7million** individuals have registered as donors — an increase of 36.5 percent in only four years. This concerted effort has helped facilitate more than 111,000 organ transplants, approximately 160,000 cornea transplants and millions of tissue transplants since 2007. In 2010, 32.8 percent of organ donations, 37.3 percent of tissue donations and 42.2 percent of eye donations were authorized through state donor registries."* (See the complete Donate Life America Report Card in Attachment #6).

Even though we have much more work to do, we are seeing real progress. The number of registered donors in Nebraska has increased by over **83,000** since the collaborative began in the fall of 2006 and the Donor Designation Rate (the percentage of applicants who marked "yes" to the donor question on the Nebraska drivers' license application) has risen from **39.79% to 43.60%** in the past five years. (See Nebraska Donor Registry Quarterly Update in Attachment # 7.)

Donate Life Nebraska has taken, and will continue to take, a multi-faceted approach to delivering our message and inspiring Nebraskans to register. In addition to the grant-funded projects, our membership dues and private sector fundraising allow us to expand our mission to all areas of the state, and reach specialized target markets, such as minority audiences and faith communities. (See Report on Marketing/Advertising/PR Projects for 2010-2011 for examples in Attachment #8.)

Having several years of experience with this campaign, and having already-developed, high quality materials such as Donate Life Nebraska brochures, paycheck stuffers, posters, booth displays, banners, print ads, radio spots, etc. means that the campaign can continue seamlessly without costly start-up expenses and delays. We also have a functioning Donate Life Nebraska website (www.donatelifenebraska.com) and Facebook page that are recognized by the public as trustworthy sources of information about donor registration. As shown in the Project Work Plan section, Donate Life Nebraska has already researched and developed a plan for a wider-reaching, more inspiring television campaign than ever before that, if approved, will run during this grant year. Donate Life Nebraska is able to perform the contract within the specified time frame of the grant year. (See sample Donate Life Nebraska materials in Attachment #9.)

Donate Life Nebraska has a proven 10+-year record of administering the Nebraska Organ and Tissue Donor Awareness & Education Grant funds in an effective, nationally-linked, multi-media, statewide, bilingual, cross-cultural campaign with proven success in increasing the number of registered donors in Nebraska. (See Letters of Support in Attachment #10.)

C. Technical Considerations

The Nebraska Organ & Tissue Donor Coalition has made strategic marketing decisions that will allow our organization to seamlessly carry on an effective multi-year "Donate Life Nebraska" advertising, promotion, education and public relations campaign to create awareness, educate, inspire and motivate the citizens of Nebraska to sign up on the Nebraska Donor Registry.

1. National Donate Life Affiliation

Donate Life Nebraska will continue our membership affiliation with Donate Life America, a not-for-profit alliance of national organizations and local coalitions across the United States dedicated to inspiring all people to save and enhance lives through organ, eye and tissue donation. Our membership Donate Life America benefits Donate Life Nebraska, and the citizens of Nebraska, in the following ways:

- Donate Life America produces and implements national advertising campaigns on television, radio, outdoor media and the internet which are viewed by Nebraskans.
- Donate Life America provides Donate Life Nebraska with valuable current market research concerning organ donation and reaching people of various ethnic backgrounds.
- Donate Life America produces and makes available to their members educational print, television, radio and web-based materials and other promotional items to support both national and local campaigns. Through our affiliation with Donate Life America, our organization has access to group buying power and resources for programs such as Donor Sabbath, Donate Life Flags Across America, National Minority Awareness Day, Hispanic Awareness Month and Donate Life Month.
- Donate Life Nebraska will use advertising materials developed and supplied by Donate Life America, but will localize them to fit the necessary message for Nebraskans by age, religious and socioeconomic sensitivities, racial and ethnic backgrounds. We will use demographically based bilingual materials and a variety of venues to present clear and understandable instruction materials on how citizens of Nebraska can take action and register on the Nebraska Donor Registry.
- Donate Life Nebraska will join the many other local coalitions, state teams and other transplant and procurement organizations throughout the United States in use of the consistent national "Donate Life" theme on brochures and other educational materials, print ads, TV Public Service Announcements, and promotional items.
- Donate Life America produces news releases concerning their activities and the activities of their membership on a regular basis and sends to various media across the country, including Nebraska media outlets.
- Donate Life Nebraska will continue to take a leadership role in Nebraska in the Donor Designation Collaborative and will attend DLA Learning Sessions to share best practices with other state coalitions' public education programs.
- Donate Life America has created a special spreadsheet measurement tool, called the "Dashboard," to help track effectiveness of state donor registries on a national basis. Donate Life Nebraska will provide accurate data on a quarterly basis to track our progress in meeting our registry goals both in Nebraska and nationwide. With this project, we are working collaboratively with the Nebraska Department of Motor Vehicles, Nebraska Organ Recovery System and Lions Eye Bank of Nebraska.

2. Logo

The national Donate Life America's logo was created to be long lasting and simple in its message.



Donate Life Nebraska has adapted Donate Life America's logo and created a similar logo that builds on the public's recognition of the national brand, but localizes it to our state.



This strategic decision allows Donate Life Nebraska, like many other states which have followed suit, to benefit in Donate Life America's brand equity. Plus, our local campaign will enjoy increased recognition when DLA runs national advertising campaigns.

3. Goals and Outcomes

National Goals: To increase the number of organ and tissue donor designations in the United States to 100 million and a 50% Donor Designation Rate. Achieving this goal means that 100 million Americans will have taken the appropriate steps in their home state to ensure that their personal decision to become a donor is recognized and honored. This would approximately double the estimated number at the time of the announcement in October 2006, between 50 and 60 million Americans or 20% of the American public.

We are making measurable progress. As of the end of the first quarter of 2011, the number of designated donors had increased to **94,417,971**, or 41.1% of the U.S. population age 18 and over.

State Goals: To increase the number of organ and tissue donor designations on the Nebraska Donor Registry and to increase the statewide donor designation rate to 50%.

- a. *To increase the number of Nebraskans signed up on the Nebraska Donor Registry.* As of 8/31/2006, there were 570,619 donors in the Nebraska Donor Registry (43% of all licensed drivers in Nebraska). As part of our participation in the Donate Life America Donor Designation Collaborative, we have tracked the quarterly increases in our registry numbers, and as of 3/31/2011, the registry had increased to **654,393** names in the Nebraska Donor Registry, or **47.28%** of all licensed drivers in Nebraska. That is an increase of **83,744** registered donors in this state! While this is certainly a dramatic increase, we feel even more is attainable with sustained media messages, DMV involvement and continued educational efforts. (See Nebraska Donor Registry Quarterly Update, Attachment #7.)

- b. *To approximate a 50% percent positive consent rate in counties across Nebraska.* For our campaign, a selection will be made of counties representative of a cross-section of Nebraska, including English and Spanish speaking, which will yield the highest volume of measurable consent conversions, based on reaching our target goal of 50% and higher consents achieved when applying for or renewing state driver's licenses or IDs. In 2007, **three** Nebraska counties had met the 50% donor designation goal; in 2008 **7** counties had met the goal and in 2009, **10** counties topped the 50% mark. In 2010, **15** counties reached or exceeded the 50% goal and Arthur County was the first county to top **60%**. An additional **69** counties had a donor designation rate of 40-49.9% last year. With continued media and educational programs, we hope to see a continual increase in the number of counties reaching and sustaining this goal. (See Nebraska Donor Designation Rates by County, Attachment #11).

Outcomes: In Nebraska there is much to celebrate regarding progress in the area of organ, eye and tissue donation. We have shown steady increase in the number of Nebraskans signing up as organ and tissue donors, and we have also seen increases in the Donor Designation Rates at the Nebraska DMV exam sites. We believe, at least in some part, that the Donate Life campaign, implemented with DMV grant dollars in FY2003/2004 and continued in subsequent years, has had an important impact on these numbers. Continuation of the "Donate Life Nebraska" campaign is expected to further increase consent rates.

4. Measurable Tools

Our campaign will focus on educating Nebraskans about the need for organ, eye and tissue donation and encourage them to take action to become a donor in Nebraska:

- By signing up on the Nebraska Donor Registry at www.nedonation.org or
- By consenting to become an organ and tissue donor at the Department of Motor Vehicles when applying for or renewing a driver's license or state identification card or
- By completing and mailing in a paper registration form.

In the past, public awareness campaigns have been difficult to measure in terms of effectiveness when the goal was to "raise awareness." Through our Donate Life Nebraska campaign and participation in the Donor Designation Collaborative, we have shifted our goal from "awareness" to "action," actually inspiring and motivating Nebraskans to sign up on the Donor Registry. Results of our campaign will be measured by the actual number of "yes" responses recorded at the DMV when citizens in Nebraska apply for or renew their driver's licenses or state ID cards, and the number of donor registrations entering the registry through our website, www.donatelifenebraska.com. Other measures that will indicate the effectiveness of our campaign will be the number of calls for information to our toll free phone numbers. Our volunteers track the phone calls we receive requesting information and we have found a direct correlation to the increase in phone calls during periods where there is an increase in radio, television and newspaper advertising. The calls have come in from all parts of the state, from both rural and urban areas.

5. Objective

Our primary objective is to connect with potential donors through messages that inspire their minds and hearts and motivate them to take action and register their decision to donate.

The best way to accomplish this goal is to continue to implement a wide-range, diverse "Donate Life Nebraska" media campaign in English and in Spanish to reach the highest volume of target

population of Nebraskans, 16 years and older, of diverse backgrounds. The "Empowering Testimonials" campaign elements are created to do just that.

6. Strategy

Our strategy is to continue to position donation as a life-giving opportunity through the "Donate Life Nebraska" advertising campaign that communicates that organ, eye and tissue donation isn't about dying, it's about LIVING. Nebraska transplant recipients are featured in our print ads, for example, with the headline *"Alive Today...because someone like you said 'yes.'"*

New for this year, we would like to add powerful video messages to our campaign mix, which will spotlight Nebraska donor families and recipient families sharing how donation and transplantation have impacted their lives. These true stories of local families will be sensitively and professionally produced by television station KETV and run on 10 p.m. newscasts on a regular schedule throughout the year to keep the message in the public eye year round. Once produced, the video segments can also be used at other television stations throughout the state, as well as on closed-circuit television screens in DMV exam offices where Nebraskans indicate most often their decision to be a donor, and on our website, in presentations, at schools, etc. Donate Life America's research has shown the "Empowering Testimonials" approach to be highly motivational to prospective donor registrants, and by localizing these testimonials, the message becomes even stronger. (See KETV "Miracle Minute" proposal in Attachment 12).

7. Target Audience

Our target audience is Nebraskans, 16 years and older. Secondary targets are Hispanic and African American audiences. The primary target is those citizens that have an interest in becoming a donor, but have not made a commitment yet.

8. Gaps and Barriers

- Language could be considered a barrier in the plan to reach all Nebraskans 16 years old and older, however materials will be translated into bilingual text to accommodate English and Spanish speaking residents.
- Illiteracy could be a barrier, however, radio and television PSAs (English & Spanish) provide an alternate delivery system from print materials.
- Cost of media expense can be prohibitive; however solid plans to supplement educational outreach with in-kind media donations and public relations efforts are underway and should support an effective far-reaching campaign.
- Misconceptions serve as barriers, preventing the public from registering as donors. Myths regarding a black market for organs in the US; or fear that doctors will not work as hard to save a person's life if it is known that they are a potential donor; or that age or medical issues such as diabetes rule out the possibility of donation all need to be addressed through continued educational efforts. Many of these misconceptions are reinforced through movies and TV shows. NOTDC is an active supporter of Donate Life Hollywood, based in California, which is working with television and film writers and producers to create scripts which depict transplant storylines more accurately and to point out inaccuracies that mislead viewers.

D. Detailed Project Work Plan

1. Overview

In advertising, repetition is the key to making an impact. We will continue to build on the recognition of the "Donate Life Nebraska" logo and creative concepts developed during our previous statewide campaigns. All creative executions will continue a consistent look and feel to help build our Donate Life Nebraska brand and provide a recognizable look across all mediums. We will continue the use of the Donate Life "Empowering Testimonials" campaign in our radio, television, web and print media, localized to include information about the Nebraska Donor Registry, our www.donatelifenebraska.com website and our 800 phone number for more information.

2. Media Plan

Our media plan has been developed to support our goal to increase the number of registered donors in Nebraska.

For our campaign, we will target a selection of counties representing a cross-section of Nebraska, including English and Spanish speaking, which will yield the highest volume of measurable consent conversions, based on reaching our goal of a 50% (or higher) positive consent rate when residents apply for or renew state driver's licenses or IDs.

In addition, all creative campaign elements will direct the audience to the Nebraska Registry website, www.donatelifenebraska.com, to emphasize the fact that registration can also be done online as well as at the DMV offices.

Elements for this campaign will include:

- Radio
- Television
- Newspaper
- Web
- Public relations
- Education

a. Radio

Radio advertising offers the opportunity to describe products, playing on the "theater of the mind" to generate an emotional response which creates lasting impressions. Due to a lower cost-per-thousand, a higher frequency level can be achieved to serve as reminders throughout the campaign. To cost-effectively reach the entire state, we will use network purchasing power, such as the Nebraska Radio Network, which includes 38 radio stations in Nebraska. With this network, we have been able to negotiate additional free bonus messages in addition to purchased space, as well as added value segments such as being the title sponsor of "Nebraska Sports Report."

The "Empowering Testimonials" radio spots feature the real life stories of transplant recipients from a diverse cross section of the population. The ads are aimed at educating the public about the benefits of donation and transplantation and inspiring them to visit our www.donatelifenebraska.com website to sign up as a donor in Nebraska or get more information.

b. Television

Although quite effective, television advertising is expensive. In previous campaigns, we have concentrated all our television media buys in the month of April, Donate Life Month, for maximum frequency and impact. But the need for donors is year round, and we would like to keep the issue in the public eye on a more consistent basis.

Following the successful experience of Donate Life Mississippi, we have worked with television station KETV in Omaha to lay the groundwork for a special series, tentatively named "*Miracle Minute*," which will feature Nebraska donor families and transplant recipients in 60-second segments on a regular 10 p.m. monthly newscast. Once produced, these segments can also be used on other television stations throughout the state (we are already working with KNOP in North Platte, for example), as well as on our website, on our Donate Life Nebraska Facebook page, at presentations, in Drivers' Education classes, etc. We feel this is a cost-effective way to get the most value from television media buys and make the strongest emotional appeal to potential donors.

Due to the shortened time period of this year's grant, we are proposing a six-month trial of the "*Miracle Minute*" series, with the hope that this will continue to be a popular feature on the 10 p.m. news in stations throughout the state for several years to come. Creating new spots with Nebraska donor families and recipients will accentuate the fact that donation affects families right here at home and the new monthly segments will keep the message fresh and compelling.

We will also periodically continue to use the television spot featuring Nebraska actor John Beasley throughout the state. Mr. Beasley has proven to be a respected spokesperson for our cause, attracting attention to our message in the African American community, as well as the general public.

c. Newspaper

Print advertising is beneficial for products that need more than 30 or 60 seconds to explain. Publications that have a paid circulation are preferred, as people take something they pay for more seriously.

We will assure statewide coverage by placing ads in community papers in specific counties and use the cost-efficient network media buys available through Nebraska Press Advertising Service, which reaches over 175 Nebraska newspapers, to help increase the donor designation rate in targeted communities.

The message of print ads will be "*You have the power to Donate Life. Be an organ, eye and tissue donor.*" Readers will be directed to the www.donatelifenebraska.com website and our 800 phone line for more information about how to become a donor in Nebraska, and our Donate Life Nebraska logo will be prominent. We have localized the "Empowering Testimonials" campaign format by using Nebraska transplant recipients in some of our newspaper and web ads. All of these ads express appreciation to donor families for donating LIFE to these Nebraska recipients. Print ads are especially useful in targeted papers, such as the Omaha Star and the Nebraska Hispanic papers.

d. Web

We have web banners which coordinate with our "Empowering Testimonials" radio and television PSAs and link directly to our www.donatelifenebraska.com website. These banners can be used on a wide variety of websites, and can be strategically placed on high viewership media websites, such as www.omaha.com and www.ketv.com for a minimal fee. They can also be used by our Workplace Partners on their websites to encourage employees and customers to register as donors.

e. Public Relations and Public Service Campaign

Donate Life Nebraska will target media managers across the state of Nebraska with PSAs and pursue donated time and space in as many Nebraska communities as possible.

We have developed a statewide list of "media gatekeepers." These are the individuals who are responsible for determining which PSAs will be awarded time and space.

Donate Life America has already made local market contacts, supplying PSAs, localized with Nebraska Donor Registry tags. As we negotiate purchase of space in each type of media, we also ask for free PSA time to be included.

Our multimedia approach encompasses both paid and donated PSAs on television stations, radio stations, newspapers and media websites.

In addition to PSAs, our public relations plan will include sending press releases as appropriate to bring attention to transplant and donation-related issues, "pitching" feature stories to local papers about transplant recipients or donor families, op/ed columns, letters to the editor in support of organ donation and interviews on talk radio. These approaches require minimal expense, but have high impact on public awareness and attitudes about donation.

Our media plan also includes special media buys that target minorities, such as the Omaha Star Newspaper, which has high African American readership and selected Hispanic newspapers throughout the state. Our public relations efforts include hosting informational booths at key locations, such as the Heartland Hispanic Leadership Conference held annually in Omaha, the Black Family Health and Wellness Festival and continued involvement with community health fairs and civic events.

5. Education

English and Spanish General Information Brochures and Print Materials : These print pieces are our baseline educational tools, used in a wide variety of circumstances to share information on how to become a donor in Nebraska and answer basic questions about donation. These professionally designed general education materials, which tie in with the "Empowering Testimonials" campaign, are localized with Nebraska contact information. Coordinating posters will also be placed in all Nebraska DMV examination sites and can be used at schools, workplaces, events, etc.

Drivers' Education: We have partnered with the Nebraska Department of Motor Vehicles to develop a special educational unit on organ, eye and tissue donation for driver's education classes statewide, which included a video about a Nebraska donor family and the recipient of their son's liver, a list of Frequently Asked Questions and take-home material. Our colleagues in Colorado surveyed drivers' license applicants who did not answer the "donor" question and found that many were 15- or 16-year-olds who were applying for their first license and did not expect the question. They wanted to talk with their parents before marking a decision, so it was apparent that there needs to be information in the drivers' education class to prepare the students to answer the question. We believe implementing this program will have measurable results in increasing donor designations in Nebraska, and plan to continue it in the upcoming year.

Our educational outreach also extends to high school and college campuses, through class presentations, "donation stations" where students can sign up on the registry via a laptop at our booth, special campus marketing campaigns, etc.

Booths and Presentations: We will continue to provide, at no charge, informational speakers for workplaces, churches, civic groups and schools. We have a base of volunteers with both professional and personal interest and experience with transplantation and organ donation, making the message compelling, as well as informative.

We will also continue to host informational booths at health fairs, corporate events, hospitals, schools and community meetings. The opportunity to meet members of the public and share our information is always welcome and adds that personal touch to the facts about donation.

We will also continue to partner with associations, workplaces, physicians' groups, corporations, civic and religious organizations and other groups to target our message to specific audiences throughout Nebraska. This effort can include distributing our educational brochures without charge to law firms and clinics, putting articles or ads in professional or association publications and providing motivational speakers about the need for organ and tissue donors.

Our Workplace Partners program works with each company's existing communications channels (such as company intranet, newsletters, email, posters, cafeteria table tents, lunch and learn sessions, etc.) to educate employees and customers about donation and how to register in Nebraska.

E. Deliverables and Due Dates

The "Donate Life Nebraska" campaign will target Nebraskans, 16 years and older, with our multi-media campaign. Education will occur at all levels of media exposure: print, radio, television/PSA, web, community involvement. The push will be a call to action for all eligible Nebraskans to make the commitment to organ, eye and tissue donation by joining the Nebraska Donor Registry. A variety of mediums will expose the highest volume of the targeted audience through a concerted media blitz lasting the entire year in one form or another. Information will be available in both English and Spanish.

Since Donate Life Nebraska is continuing the use of previously designed creative materials, other than the new television spots, the majority of dollars will be dedicated to purchasing media that will generate the greatest amount of exposure for the advertising investment.

The grant contract start date is August 1 this year, and the grant runs through June 2012, so the campaign will run in these flights:

- **August 2011 through October 2011** – ongoing awareness campaign
- **November 2011** – print and radio campaign to support National Donor Sabbath, a time set aside for faith communities to share their support for organ, eye and tissue donation with their congregations
- **November 2011 through April 2012** – "Miracle Minute" Series on KETV and potentially selected other stations, such as KNOP
- **April 2012**- multi-media campaign for Donate Life Month
- **May 2012 through June 2012** - ongoing awareness campaign

Conclusion

Donate Life Nebraska is eager to continue the work of promoting organ and tissue donation in Nebraska, and will use the funds made available through State Statute 60-495 to promote donor awareness in Nebraska in the way the bill intended the funds to be used. We have developed a strong media plan, based on our experience with this market and with the various types of media, and feel confident that we can administer a program that will show positive results, thanks to our dedicated and talented boards, committees and volunteers. We appreciate the opportunity to apply for this grant, and hope you will allow us to continue to make a difference as we spread the message, "***Donate Life Nebraska!***"

Form B

Cost Proposal/Budget Justification

Request for Proposal Number 3712Z1

Bidders may expand/add to the categories listed below.

1. PUBLIC EDUCATION MATERIALS	
Awareness among the general population to include you And non-English speaking residents of Nebraska	<u>\$10,000</u>
2. MEDIA CAMPAIGN	
Radio	<u>\$11,000</u>
Newspaper/Print Publications	<u>\$11,000</u>
Television	<u>\$45,000</u>
Web	<u>\$ 2,000</u>
Miscellaneous	<u>\$ 1,000</u>
<u>TOTAL REQUESTED</u>	<u>\$80,000</u>

Budget Justification:

Public Education Materials – This category includes brochures in English and Spanish, paycheck stuffers, posters, displays, flags, promotional materials, press releases, etc designed to promote the Donate Life Nebraska message among the general population of Nebraska. Also, materials and expenses for special educational projects that target Workplace Partners or other special target markets.

Radio – “Empowering Testimonials” radio spots touch audiences with first person testimonies of actual transplant recipients, candidates and/or donor families. The money in this category will be used to purchase radio time on Nebraska Radio Network and selected stations in target markets.

Newspaper/print publications – Money in this category will purchase small space ads in community newspapers and special focus publications, such as the Omaha Star and Hispanic newspapers. We will spend less of the budget on general market newspaper advertising this year, and concentrate on specialized target markets. This will allow more of the budget for television media buys for the “Miracle Minute” series.

Television – Donate Life Nebraska will put a new focus on television advertising this year through the implementation of a special series, tentatively named Donate Life Nebraska’s “*Miracle Minute*.” We will work with television station KETV to produce a series of 60-second feature spots, telling the stories of Nebraska donor families and recipients. These will be shown on a regular monthly basis on the 10 p.m. newscast, which is one of the most highly rated timeslots for viewership. About \$22,000 of the television budget will be used for the production and 6-month placement of the “Miracle Minute” series. This may seem like a significant portion of the budget expense this year, but the variety of uses and the emotional impact of these spots will have long-lasting value. These segments will also be used on our www.donatelifenebraska.com website, on our Facebook page, in drivers’ education classes and public presentations, with our Workplace Partners program, etc. They also complement our existing “Empowering Testimonials” print and radio advertising and localize the stories by using real Nebraska families, which will emphasize the importance of Nebraskans becoming registered donors. Part of the \$22,000 package includes 40,000 monthly site-wide web ads on KETV.com. The additional funds in the Television budget category will be used to purchase television time on additional stations throughout Nebraska to broaden the scope to statewide exposure. After the 6-month trial period, we hope to make this series a continuing feature for years to come.

Web – This will allow placement of Donate Life Nebraska web banners on high traffic websites, linking directly to our www.donatelifenebraska.com website where, with a single click, Nebraskans can access the Nebraska Donor Registry sign-up form.

Miscellaneous – This money will primarily be used for booth fees and other associated costs of participating in community events, such as the Heartland Latino Leadership Conference, the Black Family Health and Wellness Festival and other similar educational community outreach efforts.

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MEMBER ORGANIZATIONS OF DONATE LIFE NEBRASKA

Alegent Health, Omaha, NE

Alegent Health is a not-for-profit, integrated system of health services focused on caring for the body, mind and spirit of every person. Called to create caring and compassionate environments, to respect the dignity of every person, to care for the resources entrusted to them as responsible stewards, to collaborate with others to improve the health of the communities they serve, and to act with integrity in all endeavors, their hospitals and clinics provide comprehensive faith-based healthcare in Eastern Nebraska and Southwest Iowa. Alegent Health is made up of 5 acute care hospitals and 3 critical access hospitals, a long-term care facility, home care services and a network of physician clinic sites. In addition, Alegent Health supports a broad network of hospitals and physician clinics throughout Iowa and Nebraska through its affiliate, Alegent-Nebraska Purchasing Group-HealthLink.

Children's Hospital and Medical Center, Omaha, NE

Children's Hospital offers a wonderful child-focused, healing environment. Children's Hospital is a family-centered, regional provider dedicated to cost-effective, quality health care services and advocacy for children, infants through adolescents, while actively promoting health care education and research. Children's Hospital is recognized leader in the delivery of special pediatric health care in the Midwest.

Children's Hospital operates Outreach Clinics in the following communities: Columbus, NE, Des Moines, IA, Grand Island, NE, Hastings, NE, Holdrege, NE, Kearney, NE, Norfolk, NE, North Platte, NE, Pierre, SD, Rapid City, SD, Scottsbluff, NE and Sioux City, IA.

Lions Eye Bank of Nebraska, Omaha, NE

Lions Eye Bank of Nebraska provides the "Gift of Sight" through the promotion, procurement and distribution of human eye tissue for transplantation and research. The Lions Eye Bank of Nebraska is a nonprofit organization. It is dedicated to providing the highest quality human eye tissue to restore vision to those with visual difficulties and to aid in the crusade against blindness. The staff and board members serve as stewards to ensure the dignity and respect of all those involved in eye donation is maintained. The Lions Eye Bank of Nebraska has been a program of the Nebraska Lions and the University of Nebraska Medical Center since 1960. Today, in 2011, which is over 50 years later, they are still providing the "Gift of Sight" to Nebraskans, other states and international programs through transplantation and research.

Mary Lanning Memorial Hospital, Hastings, NE

Mary Lanning Memorial Hospital, a non-profit regional health center, is committed to a tradition of excellence through leadership in the provision of quality medical services and health education for the people of South Central Nebraska. Our mission is achieved through a dedicated, caring staff, using advanced technology within a healthy and pleasant environment, in a cost effective manner.

Nebraska Kidney Association

The Nebraska Kidney Association has been helping Nebraska kidney and transplant patients for almost 40 years. The NKA strives to improve the quality of life for all Nebraskans by:

- ◆ Advocating for better health policies;
- ◆ Supporting legislation for better health care;
- ◆ Providing information and education to the general public, professional community and those impacted by kidney disease or organ donation;
- ◆ Conducting free early disease detection screenings throughout the state;
- ◆ Providing services to kidney and transplant patients and their families.

New Hearts Transplant Support Group, Omaha, NE

Officially formed in May of 1988 by a small group of heart transplant families, New Hearts has grown to become an all-volunteer, non-profit support group for all types of transplants (liver, kidney, heart, lung, etc.). Incorporated in Nebraska, New Hearts' mission is to provide moral support and information to pre- and post-transplant families; to promote public awareness of the success of transplants and the growing need for organ and tissue donors; and to honor donor families. Members include transplant recipients and their families, transplant candidates or potential candidates, donor families, medical personnel, social workers, clergy and others interested in transplantation and promoting donor awareness. New Hearts members provide a motivated volunteer base for Donate Life Nebraska and its member organizations.

The Nebraska Medical Center, Omaha, NE

With a history dating back to 1869, The Nebraska Medical Center, known for excellence, innovation and quality patient care is listed as one of America's Top Hospitals by US NEWS & WORLD REPORT. As the teaching hospital for the University of Nebraska Medical Center, this 689 licensed bed facility has an international reputation for providing solid organ and bone marrow transplantation services and is well known nationally and regionally for its oncology, neurology and cardiology programs. The Nebraska Medical Center is the only transplant center in the state performing heart, liver, intestine, kidney and pancreas transplantation. It boasts the Lied Transplant Center, the only one of its kind in the U.S., which joins cooperative patient care, physician care and nursing all under one roof. The hospital also maintains an in-house Donate Life Services Department to manage organ recovery from deceased and live organ donors, provide the option of donation to families and educate and promote the need for organ and tissue donation.

Donate Life Nebraska Board of Directors			
First Name	Last Name	Organization	Title or Area of Expertise
Vickie	Ahlers	Baird Holm Attorneys at Law	Attorney
Zachary	Baehr	Lincoln Public Schools	Communications Specialist/web design
Lisa	Carmichael	Baird Holm Attorneys at Law	Marketing/sister of heart recipient
Ioana	Dumitru, MD	The Nebraska Medical Center	Transplant Cardiologist
Jeri	Engen	Omaha World Herald	Advertising
Becky	Jackson	The Nebraska Medical Center	Public Health/Community Health Education
Jack	Kouth	Retired, Patoral Care	Pastoral Care/Donor Father
Diana	Meiergerd	HKS Medical Information Systems	Fmr Transplant Coord./ Medical computer systems
Lynda	Mirvish	Freelance PR/media consultant	Public Relations/Media/Advertising
Beverly	Neth	Nebraska Dept. of Motor Vehicles	DMV Director/kidney recipient
Carolina	Padilla	ENOA/One World/Hispanic Seniors	Hispanic Affairs
Dave	Peters	Mount Michael Benedictine High School	Principal/Father of heart recipient
Cindy	Schabow	New Hearts Transplant Suppt. Grp.	Communications/Heart recipient
Jordan	Stevens	JPS Real Estate Services	Marketing/Father of heart recipient
Laura	Tatten	Boystown	Marketing/kidney recipient
Nancy	Theis	The Nebraska Medical Center	RN, Donate Life Services Coordinator
Bill	Wachtler	Retired, Omaha World Herald	Financial officer

2011-2012 Members of the Donate Life Nebraska Working Committee

First	Last	Title/Area of Expertise or Interest	Organization
Nikki	Evans	Patients Rights Specialist	Alegent Health System
Leslie	Kuhnel	Ethics Officer	Alegent Health System
Joseph	O'Meara	Administrator, Mission Integration Partners	Alegent Health System
Cherie	Lytle	Media Relations	Children's Hospital
Ann	Compton	RN, Pediatric Nephrology	Community representative
Lynda	Mirvish, APR	Public Relations/Advertising/Communications	Community representative
Lisa	Carmichael	Director of Practice Development/Marketing for Baird Holm	Community representative
Curt	Coughlin	Director of Operations and Compliance	Lions Eye Bank of NE
Christi	Kjar	Executive Director	Lions Eye Bank of NE
Jen	Lederer	Tissue Procurement Manager	Lions Eye Bank of NE
Kevin	Bredenkamp, RN	Emergency Dept.	Mary Lanning Hospital
Shelley	Pryal, RN	Emergency Dept.	Mary Lanning Hospital
Tim	Neal	Chief Executive Officer	Nebraska Kidney Assoc.
Sherri	Petersen	Development Director	Nebraska Kidney Assoc.
Becky	Anderson, RN	Coordinator, Donate Life Services	Nebraska Medical Center
Doug	Bremers	Manager, Donate Life Services	Nebraska Medical Center
Jackie	Preheim, RN	Coordinator, Donate Life Services	Nebraska Medical Center
Becky	Jackson	Data base & Education Coordinator, Donate Life Services	Nebraska Medical Center
Nancy	Theis, BA, MPS, CP, CPTC	Coordinator, Donate Life Services	Nebraska Medical Center
Rose	Finnell	Kidney recipient/minority affairs	New Hearts
Joey	Hoffman	Freelance writer/mother of heart recipient	New Hearts
Shirley	Kramer	Heart recipient/donation advocate	New Hearts
Sarah	Prenosil	Heart recipient/ exercise science	New Hearts
Cindy	Schabow	Heart recipient/communications	New Hearts

RESUME
DOCUMENTATION
REMOVED

Recap of Past "Donate Life" Advertising Campaigns Funded by State Statue 60-495 Grand Funding

With the grant money awarded to our organization in **2003/2004**, the Nebraska Organ and Tissue Donor Coalition developed and implemented a Nebraska "Donate Life" Advertising Campaign, using a consistent look and message across multiple media venues and educational and promotional materials. The campaign elements included educational brochures, posters, statewide newspaper ads, movie theater screen ads, billboards, public service announcements and paid advertising on both radio and television. The campaign strategy positions organ donation as a life-giving opportunity through the "Donate Life" theme, emphasizing that organ donation isn't about dying, it's about LIVING. (This strategy received positive results in focus group testing by Donate Life America.)

The target audience is all Nebraska adults 18 and older, both English and Spanish speaking. The primary target is citizens who have an interest in becoming an organ and tissue donor, but have not made the commitment yet on a driver's license or donor card.

With the additional grant money awarded to the Coalition in **2004/2005**, The Nebraska Organ and Tissue Donor Coalition continued to build on the momentum and success of the 2003/2004 "Donate Life" campaign. By using the same creative concepts and materials, more of the grant money was directed toward media buys in radio, billboards, newspapers, and localizing television PSAs.

Creative elements included a consistent look and use of the "Donate Life" logo in all forms of media and promotional items.

In the 2004/2005 campaign, the Coalition produced radio spots featuring nationally recognized Olympic bronze medal winner and liver transplant recipient, Chris Klug, Nebraska Attorney General Jon Bruning, and Nebraska Chief Medical Officer, Dr. Joann Schaefer, each encouraging listeners to "Donate Life." Background music for all three spots was world renowned rock band U2's song "*Beautiful Day*," which was used as the theme music for all the radio and television ads in the campaign.

Television Public Service Announcements featuring Chris Klug were produced by Donate Life America and localized for Nebraska's coalition with appropriate contact information.

For **2005/2006**, the Coalition incorporated the Donate Life America General Market "Empowering Testimonials" campaign with our existing materials. To ensure a clear message to the public, it is essential to provide a sustained, unified national message about donation. The consistent use of the Donate Life message reinforces what people know about donation and engenders trust.

The "Empowering Testimonials" campaign was developed from DLA focus group research, which indicated that testimonials from real people and the idea that you have the power to save lives were by far the most motivating approaches. This campaign builds on the "Donate Life" message, by using actual transplant recipients and candidates sharing their stories to personalize the spirit of donation and inspire action.

As a local coalition, we were able to obtain these high quality, professionally produced radio and television spots, and have them localized with Nebraska Donor Registry and telephone information for minimal cost, therefore allowing us to allocate most of the grant media dollars to actual media placement.

An additional benefit of using the "Empowering Testimonials" campaign includes more frequent impressions, since the public is exposed to the same ads in both national and local media, which increases the awareness of the message.

In addition to radio and television spots, the Coalition placed "Donate Life" print ads in more than 170 newspapers across the state, plus the Lincoln Journal Star and the Omaha World Herald. We also placed ads in strategic special sections, such as the "Worship" supplement to the Omaha World Herald during our Donor Sabbath emphasis in November and the "Healthwise" supplement and college newspapers during Donate Life Month in April.

The coalition has also used out-of-home campaign elements, such as billboards, posters and movie theater ads to support and reinforce the Donate Life message.

We placed signage which coordinates with the "Empowering Testimonials" campaign in bus shelters in Omaha and bus interior ads in Omaha and Lincoln.

We also localized national DLA "Donate Life" Hispanic ads and ran these ads in the following Hispanic newspapers throughout Nebraska: Que Pasa (Lexington and Scottsbluff editions), Hispanos Unidos (Columbus and Lincoln/Omaha editions), and El Perico (Omaha.)

For **2006/2007**, we continued to build on the momentum, adding a new "*Donate Life Nebraska*" logo to the campaign, which utilized the same typeface and style as the Donate Life America logo. We localized all of the Empowering Testimonials television ads, radio PSAs and print materials with the new logo and emphasized the Nebraska Donor Registry website, www.nedonation.org. With the grant money, we were able to purchase new booth display units and posters, which coordinate with the radio/TV/print ads. For maximum impact, we focused most of our media buys on November (Donor Sabbath) and April (Donate Life Month) and negotiated for additional donated television airtime to keep the campaign active throughout the year.

We also expanded our media campaign into Hispanic television through the Azteca America station, and continued our reach through five statewide Hispanic newspapers with new Empowering Testimonial ads featuring Hispanic recipients. We also targeted the African American audience in the Omaha area with ads featuring African American recipients in the Omaha Star newspaper and on Omaha television stations.

In **2007/2008**, we continued to build on the successful media plan and added more emphasis in the minority communities, by advertising in the African-American owned Omaha Star and expanding our reach in the Hispanic media through newspapers, TuVision TV and participation in the Heartland Hispanic Leadership Conference. We were honored to have nationally respected actor and Omaha community leader **John Beasley** also record an inspiring television Public Service Announcement for our Coalition, which encourages Nebraskans to sign up on the Nebraska Donor Registry. Mr. Beasley provided his talent for this spot at no charge, and KETV produced the spot

for us for free. Roche Pharmaceuticals awarded NOTDC a grant to purchase additional television space in the Omaha market, and television stations throughout the state also added the spot to their PSA rotations, at no charge to us. Mr. Beasley's message has strong appeal to both the African American population and the general audience. We received favorable comments on the content and production values from television station managers across Nebraska. In addition, we expanded our Donate Life Nebraska presence on the web, by using "Empowering Testimonial" web banners on highly frequented media websites, such as KETV.com and Omaha.com, as well as Lincoln and Hastings station websites. People who click on the Donate Life web banners are taken directly to the Nebraska Donor Registry website where they can register online.

Our **2008/2009** campaign localized our message even more by using Nebraska transplant recipients in our print and web advertising, showing that organ and tissue donation benefits people right here at home. We also expanded our message into the college community, by utilizing a special Omaha World Herald marketing strategy that delivered our message to college dorms in the Omaha metro area, and by running print ads statewide in college newspapers.

In the **2009/2010** campaign furthered the Donate Life Nebraska message with a new radio PSA, featuring DMV Director/kidney recipient Beverly Neth, which ran on more than 40 stations through the Journal Broadcast and Nebraska Radio Network, both paid and donated airtime. We also created a new print ad, featuring young heart recipient Macy Stevens in our series of "Empowering Testimonials." The entire print series was updated with the new headline "Alive Today..." and new streamlined copy. We also worked with Omaha World Herald "Healthwise" editors on donation/transplant stories for the magazine's April issue, which focused on living donors, and created a special 4-page "Donate Life Month" newspaper section which ran the weekend of April 24-26 in York, Grand Island, Scottsbluff, North Platte and Lexington.

We also initiated a statewide Donate Life Nebraska Drivers' Education Program, in cooperation with the Nebraska DMV by sending a curriculum packet to all 161 drivers' education instructors in Nebraska. The materials were designed to provide drivers' ed students with information about organ, eye and tissue donation and to let them know that they would be asked the donor questions on the drivers' license application. The packet included a Nebraska donor family's story on DVD, FAQs and take-home handouts.

Another new program this year was the "Right Start" booth at Offutt Air Force Base. We were invited to have a booth to inform the new military personnel arriving at Offutt about how to register as a donor in Nebraska. (Each state has different registry procedures.) We provide a display, literature and handouts, along with a particularly appropriate volunteer who is a retired Air Force Colonel and a liver recipient.



America

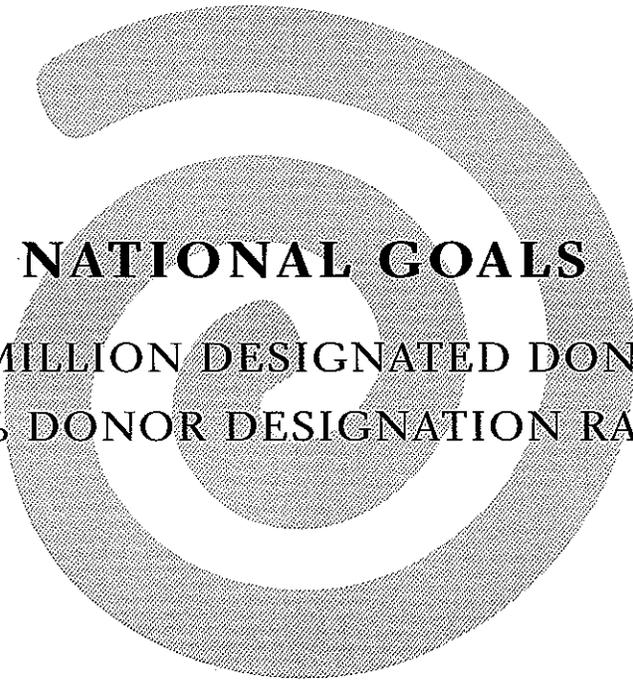
**NATIONAL DONOR DESIGNATION
REPORT CARD**

— APRIL 2011 —



Olivia, heart recipient

Designed for Success



NATIONAL GOALS

100 MILLION DESIGNATED DONORS

50% DONOR DESIGNATION RATE

WHY DONOR DESIGNATION?

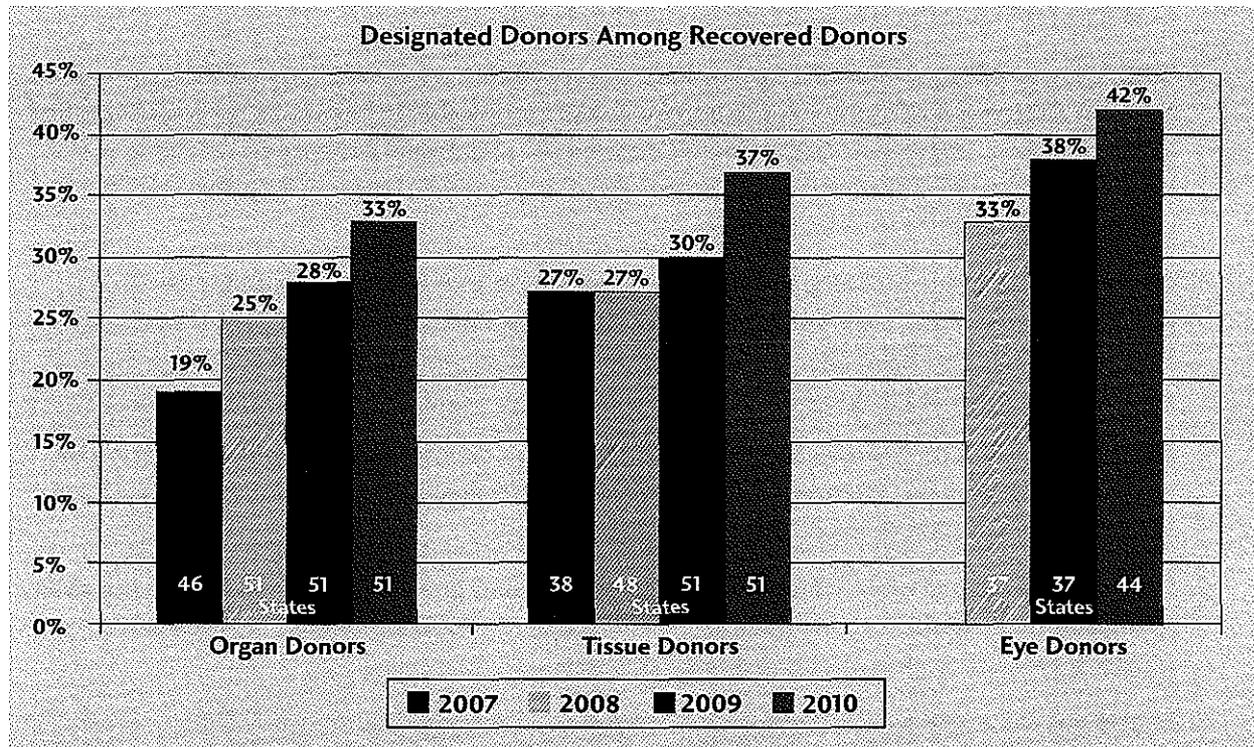
Donate Life America is dedicated to saving and enhancing lives through organ, eye and tissue donation and has challenged its constituents to work together to achieve two primary goals: 100 million registered donors and a 50 percent donor designation rate*. Donor designations allow recovery agencies to follow a donor's decision to make an anatomical gift.

Launched in October 2006, the Donor Designation Collaborative (DDC) has evolved from a stand-alone initiative to an ongoing and integrated operational strategy. By facilitating the sharing of best practices and the creation and maintenance of high-functioning state donor registries, the DDC has helped to dramatically increase the number of designated donors in the United States. Progress is tracked quarterly by state-based teams and presented annually in this National Donor Designation Report Card.

To date, as a result of the DDC and the work of the donation and transplant community nationwide, 94.7 million individuals have registered as donors — an increase of 36.5 percent in only four years. This concerted effort has helped facilitate more than 111,000 organ transplants, approximately 160,000 cornea transplants and millions of tissue transplants since 2007. In 2010, 32.8 percent of organ donations, 37.3 percent of tissue donations and 42.2 percent of eye donations were authorized through state donor registries.

*See Appendix B

Impact on Donation, 2007–2010



Along with approaching the national goal of 100 million designated donors, 2010 reached a historic milestone as legislation authorizing recovery agencies to honor a registered donor's decision to make an anatomical gift was passed in the 50th state.

WHY ARE EFFECTIVE REGISTRIES SO IMPORTANT AND WHAT DOES IT ALL MEAN?

In our nation's transplant system, policies and procedures are painstakingly put in place to ensure that the greatest possible number of waiting patients are successfully transplanted and that each organ or tissue goes to the person most suitable to receive them based upon information like blood type, tissue type matching or other medical criteria. Likewise, great care is used when creating and improving donor registries so that properly documented donation decisions are acted upon and achieve the donor's intent to save and heal lives. A donor designation is also a gift to the donor's family, giving them certainty of their loved one's decision at a time of great emotional strain.

Registries are deemed "effective" once they meet specific criteria defined by the Donor Designation Collaborative Faculty* as necessary to ensure that designation decisions are properly documented and acted upon 100 percent of the time. Increasing donor designations will help to save the lives of the more than 110,000 men, women and children currently awaiting organ transplants and the hundreds of thousands more in need of cornea and tissue transplants.

Effective Registry Design Criteria

1. **No follow-up step required for Department of Motor Vehicles (DMV) or online enrollment,** allowing a registration to take effect without unnecessary delay.
2. **State has passed legislation that authorizes recovery agencies to honor a donor's decision to make an anatomical gift with no further requirement for family authorization for organ, eye and tissue donation.** Legislation makes a donor's decision the priority and prevents delays due to confusion or indecision that could result in the organs and tissue no longer being viable and thus preventing the donation from taking place.
3. **Organ, eye and tissue recovery agencies can effectively search donor designations 24/7.**
A system that limits the times in which a registry can be searched also limits the number of donors. Making a registry searchable 24/7 ensures that designated donors are identified and allows donation professionals to honor the donor's documented decision.
4. **Department of Motor Vehicles enrolls donors via driver's license and ID card applications and renewals by all available channels, including field office, online and mail,** maximizing opportunities to designate a donation decision.
5. **Individuals can enroll online through a dedicated Web site, providing potential donors the ability to register their decision at any time.** Whether it is time to renew their license or not, a person can register their decision through this dedicated Web site.
6. **Individuals can enroll by completing a paper form or registry brochure form.** Multiple registration channels allow those without a license or ID card or access to the Internet to be able to register. It also allows people to designate a donation decision at health fairs, conferences and community events.
7. **Department of Motor Vehicles donor records searchable within one week of enrollment.** It is essential that registrations can be acted upon whenever a person becomes a candidate for donation.

Registry Utilization Standards

Once a state registry has adopted the effective registry design criteria, each state must maintain certain standards to ensure that they are maximizing every donation opportunity, so that each registered donor is identified and steps can be taken to determine their medical suitability.

These standards include:

1. Donor Designation Rate (DDR)*. Goal is to meet or exceed a 50 percent DDR.
2. Actionable Donor Designation (ADD)* Population 18+ Share. Each state must meet or exceed a 50 percent share, or approximately half of the adult population.
3. The registry is searched on 100 percent of potential organ, eye and tissue donation opportunities. This must apply to all recovery programs in the state.
4. All organ procurement organizations, eye and tissue banks act on donor designation, following the state's laws regarding a donor's decision to make an anatomical gift.
5. Percent of recovered designated organ, eye and tissue donors who are registered* reaches 40 percent or higher. As the share of driver's license and ID cardholders who are registered as donors increases, so should the percentage of recovered donors authorized through the registry.

*See Appendix B

CURRENT NATIONAL STATUS

(2010 YEAR END DATA)

The DDC's goals are to achieve 100 million actionable donor designations (ADD) and a 50 percent donor designation rate at Departments of Motor Vehicles (DMVs), which as an enrollment channel accounts for 97 percent or more of donor registrations in most states.

- At the end of 2010, 94.7 million people were enrolled in state donor registries, representing 40.3 percent of all U.S. residents age 18 and over and a 9.7 percent increase from one year ago.
- In the 31 states and the District of Columbia that were able to track donor designation rate in Q4 2010, 38.7 percent of DMV driver's license and ID card applicants registered as donors.

The increasingly essential role of state donor registries is demonstrated by their effect on organ, tissue and eye recovery:

- At least 2,570 organ donors in the United States, or 32.8 percent of the total (vs. 28.4 percent in 2009 and 25.2 percent in 2008), had joined their state donor registry before their death.
- A reported 11,014 tissue donors in the United States, or 37.3 percent of the total (vs. 29.6 percent in 2009 and 27.2 percent in 2008), had joined their state donor registry before their death.
- A reported 20,375 eye donors in the United States, or approximately 42.2 percent of the total in the 44 reporting states (vs. 37.6 percent in 2009 and 32.8 percent in 2008), had joined their state donor registry before their death.

2010 STATE COMPARISONS

Actionable Donor Designation (ADD) Population 18+ Share

ADD Population 18+ Share is the total number of designated donors as a percentage of all state residents age 18 and over. (Some donor registries allow minors to enroll, so these states will reflect higher percentages than actionable.)

State	Actionable Donor Designations	State Population Age 18+**	ADD Population Age 18+ Share	Date of Registry Inception
Alaska	398,163	523,580	76%	2004
Alabama	1,764,000*	3,620,113	49%	1997
Arkansas	1,213,382	2,206,383	55%	1997
Arizona	1,643,461	4,935,605	33%	2003
California	7,751,728	27,660,482	28%	2005
Colorado	2,400,000*	3,862,769	62%	2001
Connecticut	1,044,626	2,731,735	38%	2005
District of Columbia	186,963	491,495	38%	2006
Delaware	305,482	689,585	44%	1998
Florida	5,665,904	14,638,025	39%	1995
Georgia	3,832,008	7,355,585	52%	1996
Hawaii	470,668	1,006,682	47%	1991
Iowa	1,205,000*	2,299,470	52%	2002
Idaho	659,559	1,142,260	58%	2003
Illinois	5,546,142	9,743,773	57%	1992
Indiana	3,340,000*	4,875,747	69%	2001
Kansas	642,924	2,126,013	30%	2002
Kentucky	1,011,450	3,338,856	30%	2006
Louisiana	1,907,054	3,435,871	56%	1997
Massachusetts	2,308,330	5,251,821	44%	2006
Maryland	2,124,397	4,402,765	48%	1991
Maine	506,926	1,052,690	48%	2007
Michigan	2,064,942	7,626,452	27%	1994
Minnesota	2,372,825	4,045,482	59%	2003
Missouri	2,792,420	4,623,321	60%	1996
Mississippi	414,127	2,196,680	19%	2008

State	Actionable Donor Designations	State Population Age 18+**	ADD Population Age 18+ Share	Date of Registry Inception
Montana	580,223	763,327	76%	2004
North Carolina	4,027,363	7,229,307	56%	2007
North Dakota	330,239	507,353	65%	2003
Nebraska	656,875	1,353,574	49%	2003
New Hampshire	193,968	1,048,724	18%	2009
New Jersey	2,159,679	6,688,811	32%	1998
New Mexico	921,133	1,517,167	61%	1980s
Nevada	799,743	1,992,194	40%	2001
New York	2,286,328	15,152,541	15%	2000
Ohio	4,985,404	8,901,680	56%	2002
Oklahoma	1,747,514	2,800,447	62%	2004
Oregon	2,131,848	2,983,522	71%	2007
Pennsylvania	4,345,230	9,975,117	44%	1994
Rhode Island	355,795	830,541	43%	2005
South Carolina	579,777	3,548,760	16%	2009
South Dakota	336,646	619,727	54%	2003
Tennessee	1,469,791	4,870,650	30%	2008
Texas	1,350,000*	18,176,082	7%	2006
Utah	1,404,749	1,945,151	72%	2002
Virginia	3,550,258	6,126,276	58%	2003
Vermont	671	498,650	0%	2009
Washington	3,706,481	5,182,653	72%	2004
Wisconsin	2,433,337	4,375,715	56%	2010
West Virginia	491,298	1,438,364	34%	1991
Wyoming	252,250*	420,439	60%	2003
TOTAL	94,669,081	234,830,011	40%	

*Estimated

**Source: Estimated from US Census Bureau statistics 2008-09

States appearing in green have met the ADD Population 18+ Share minimum standard.

Donor Designation Rate

Designation rate is the rate at which individuals join the state donor registry as a percentage of all driver's licenses and ID cards issued within a specific period of time. Due to limited access to this data, only the following 33 states and the District of Columbia were able to report this measure in 2010.

State	Actionable Donor Designations in 2010	DLs & ID's Issued by State DMV	Donor Designation Rate
Alaska	79,672	104,832	76.0%
Arizona	367,640	1,552,802	23.7%
California	1,667,141	6,087,218	27.4%*
Colorado	692,623	1,055,608	65.6%
Connecticut	320,165	840,377	38.1%
District of Columbia	39,115	107,992	36.2%
Florida	422,107	1,124,757	37.5%**
Hawaii	90,092	213,196	42.3%
Iowa	369,235	690,078	53.5%*
Idaho	136,085	255,264	53.3%
Illinois	649,799	2,215,586	29.3%
Kentucky	239,384	1,030,682	23.2%
Louisiana	852,399	1,531,276	55.7%
Maryland	869,686	1,925,744	45.2%
Michigan	320,481	1,967,916	16.3%
Minnesota	823,042	1,553,919	53.0%
Missouri	585,976	1,481,693	39.5%
Montana	119,267	188,791	63.2%
North Carolina	1,090,503	2,087,024	52.3%
Nebraska	222,241	499,453	44.5%
New Hampshire	40,618	76,204	53.3%
New Jersey	698,422	2,219,080	31.5%
Nevada	7,945	48,577	16.4%
New York	512,314	4,186,114	12.2%
Ohio	1,841,770	3,336,649	55.2%
Oregon	152,719	444,672	34.3%
Pennsylvania	1,128,619	2,508,279	45.0%
South Carolina	264,468	825,806	32.0%
Tennessee	576,274	1,795,814	32.1%
Utah	319,037	592,189	53.9%
Virginia	149,408	470,367	31.8%
Washington	1,054,742	1,790,451	58.9%
Wisconsin	640,560	1,111,490	57.6%
Wyoming	83,166	139,472	59.6%

Source: Reported by DDC state teams *Q1-Q3 only **Q4 only
 States appearing in green have met the DDC goal of a designation rate of 50 percent.

Registry Design

The following 36 states and the District of Columbia meet effective donor registry design criteria as determined by the DDC Faculty:

Alabama	Indiana	New Hampshire	Texas*
Alaska	Iowa	New Jersey*	Utah
Arizona	Kansas*	New Mexico	Virginia
California	Maine	Nebraska*	Washington
Colorado	Maryland	North Carolina	West Virginia
Connecticut	Massachusetts	Ohio	Wisconsin*
District of Columbia	Minnesota	Oklahoma	Wyoming
Florida	Mississippi	Rhode Island	
Idaho	Missouri	South Carolina	
Illinois	Montana	Tennessee	

**Effective Registry status achieved in 2010*

2010 Donor Designation Medals of Honor

In November 2010, Donate Life America presented its first awards to state teams in recognition of their achievements as part of the Donor Designation Collaborative (DDC).

States that received medals reached the top tier in at least three of five key categories including: a 50 percent or greater donor designation rate*, 50 percent or more of all state residents age 18 and older registered as donors, at least 40 percent of organ donors authorized through state donor registries, at least 40 percent of eye donors authorized through state donor registries or at least 40 percent of tissue donors authorized through state donor registries. Gold medals reflected achievement in all five areas, silver in four areas and bronze in three, all for the period of July 2009 through June 2010.

Gold

Colorado
Louisiana
Ohio
Utah
Washington
Wyoming

Silver

Alaska
Idaho
Illinois
Minnesota
North Carolina
Oregon
Virginia

Bronze

Delaware
Georgia
Maryland
Missouri
Montana
North Dakota
Oklahoma
Pennsylvania
West Virginia

**See Appendix B*

SUCCESSFUL DESIGN IN ACTION

DMV Role Essential



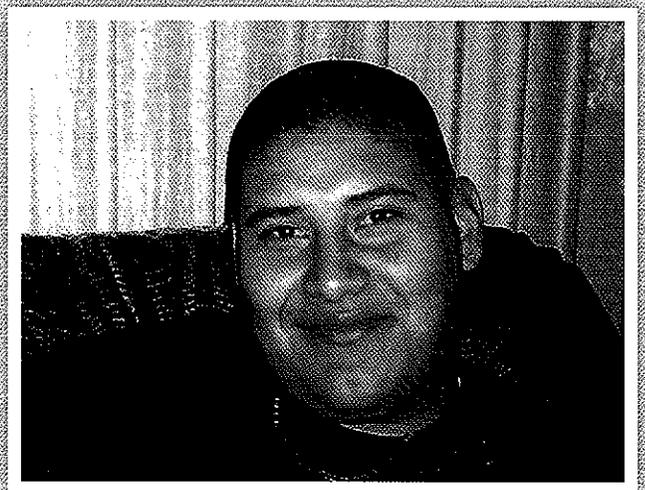
As part of our commitment to save lives, professionals in the donation and transplant community spend a considerable amount of time educating and encouraging DMV staff to share the message of donation by ensuring that the question “Do you want to register to be an organ, eye and tissue donor?” does not go unasked. Through this process, many champions have risen — champions like Lucinda Babers.

In her four-year tenure as Executive Director of Washington, D.C.’s Department of Motor Vehicles, Babers has been a local, regional and national champion for strengthening partnerships between DMV and Donate Life donor registries. In 2006 Ms. Babers’ predecessor, a donor sister, paved the way for the development of the Donate Life DC Donor Registry. Since Ms. Babers has enthusiastically taken the helm, the registry has more than doubled in size. Today, she supports training, materials, videos, customized Donate Life DC clipboards, renewal mailing inserts and other initiatives in all DMV offices. She has made increasing donor registrations part of her agency’s performance plan, and she motivates everyone with her passion and commitment to the mission. When she works the front desk (on the day after every federal holiday), she shows all her fellow representatives just how to ask the important question. “You do want to be a registered donor, don’t you?” To Ms. Babers, the power an individual has to give the gift of donation is one more way to strengthen the bonds of our community as a whole. Babers states, “It’s a pleasure to be involved, on the frontline at the DMV, within something so important as organ and tissue donation. When they think about it, everyone has a personal story related to donation — it’s those stories, and factual information provided by partners like Donate Life America, that helps me motivate customers to sign up.”

Gentle Giant Gives Life

As a young child, Steven Cordova captured the hearts of everyone who laid eyes on him with his infectious smile and good-hearted nature. In high school, Steven was a star athlete and had a passion for football. Although he was a force to be reckoned with on the field, he never failed to offer his hand to help up the quarterback he had just sacked. Steven was six-feet, three-inches tall and over 250 pounds. His teammates nicknamed him “Baby Huey” for his gentle giant nature.

As an adult, Steven was admired for his kind and respectful ways. He had a great love for children and when he became a father, his baby girl was the center of his life. He adored her and she him.



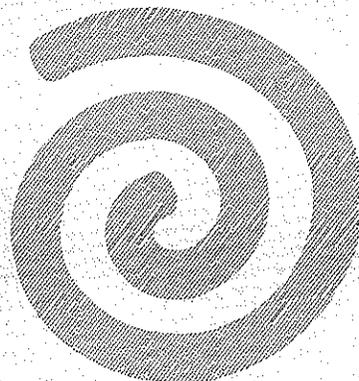
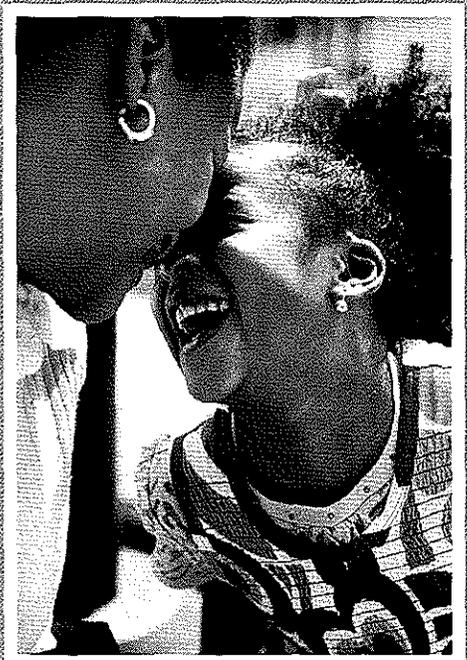
On September 22, 2007, Steven, 26, was tragically shot and died. At the time, Steven's mother, Frances, was the Director of the California branch of Community Tissue Services. "It was very common for me to receive calls at all hours, usually from staff needing my assistance in the screening of a potential tissue donor. But this call I was totally unprepared for," said Frances. "My sons had grown up in the world of organ and tissue donation for most of their young lives. We, like so many others, had 'the donation talk' years earlier and they both were registered donors. The day that Steven's young life ended, he donated his bone, skin and veins. Many of his friends were in awe when they learned that Steven was a donor, but no one was surprised. Steven inspired many of his friends to register as donors."

New Heart for Olivia

At only six months of age, Olivia was diagnosed with idiopathic dilated cardiomyopathy. Upon review of a chest x-ray, the doctor noticed that her heart took up more than half of her chest and informed her parents that her only chance for recovery was a heart transplant.

Olivia spent three months in the Pediatric Intensive Care Unit at Children's National Medical Center in Washington, D.C., where she celebrated her first Thanksgiving, Christmas and Valentine's Day clinging to life and waiting desperately for a transplant. Although in heart failure, Olivia, like most toddlers, was eager to play, learn and explore. After almost a year on the national organ transplant waiting list, Olivia's parents received the call that a heart was available for her.

The Angel Flight Network transported Olivia to the Children's Hospital of Philadelphia where she received her new heart on September 25, 2005. Only ten days after surgery, Olivia was smiling and blowing kisses at the staff. "Olivia Grace is a miracle!" says her mother. She loves playing with her dolls and coloring, and has a joyful spirit and an infectious smile. "We are forever grateful to Olivia's donor and their family. Their courage and strength gave us renewed hope, and in choosing to say 'yes' to donation, they allowed their child's heart to still beat. Now, it beats for Olivia."



STATE TEAM LEADERS

AL	Sherry Sisco sherry.sisco@ccc.uab.edu
AK	Glenn Borkoski glennb@lifealaska.org
AZ	Sara Pace Jones sara@dnaz.org
AR	Audrey Brown abrown@arora.org
CA	Miryam Mora Barajas mmora@donatelifeca.org
CO	Jennifer Moe JMoe@donoralliance.org
CT	Caitlyn Bernabucci cbernabucci@lifechoiceopo.org
DE	John Green jgreen@donors1.org
DC	Cindy Speas cindy@wrtc.org
FL	Christopher Carroll carroll@kscadvpr.com
GA	Janice Newsome janice@georgiaeyebank.org
HI	Goldyn Daupin gdaupin@legacyoflifehawaii.org
ID	Alex McDonald alex@idslife.org
IL	Brian Bush bbush@ilsos.net
IN	Andrea Bauschek abauschek@donatelifelifeindiana.org
IA	Paul Sodders psodders@iadm.org
KS	Ray Gabel rgabel@mwtm.org
KY	Jenny Miller Jones j.jones@kodaorgan.org
LA	Kirsten Heintz kheintz@lopa.org
ME	John Macone john_macone@neob.org
MD	Natalie Benavides nbenavides@donatelifemaryland.org
MA	Matthew Boger matt_boger@neob.org
MI	Tim Makinen tmakinen@giftoflifemichigan.org
MN	Rebecca Ousley rousley@life-source.org
MS	Becky Pierson bpierson@msora.org
MO	Jessica Rathert jrathert@mts-stl.org

MT	Jennifer Knight jennifer@sightlife.org
NE	Cindy Schabow cschabow@cox.net
NV	Cassandra Smith csmith@medicine.nevada.edu
NH	Dave Teune Dave_Teune@neob.org
NJ	Mara Barlow mbarlow@sharenj.org
NM	Maria Sanders msanders@dcids.org
NY	Ellen Hollander ehollander@alliancefordonation.org
NC	Debbie Gibbs dgibbs@carolinas.org
ND	Jeff Richert jrichert@life-source.org
OH	Cathi Arends carends@lcodro.org
OK	Phil Van Stavem philvs@lifeshareok.org
OR	Judith Trujillo trujillo@ohsu.edu
PA	John Green jgreen@donors1.org
PR	Maresa Boneta maresa.boneta@lifelinkfound.org
RI	Stephen Bruno sbruno@riodac.org
SC	Tracy Armstrong tarmstrong@donatelifesc.org
SD	Susan Mau Larson smlarson@life-source.org
TN	Kimberly Kennedy kkennedy@dcids.org
TX	Esmeralda Perez mperez@txorgansharing.org
UT	Alex McDonald alex@idslife.org
VT	Sean Fitzpatrick sean_fitzpatrick@neob.org
VA	Christina Jenkins cjenkins@odef.org
WA	Andrea Gregg agregg@lcnw.org
WV	Holly Mitchell hmittell@core.org
WI	Martha Mallon martha.mallon@wisconsin.gov
WY	Jennifer Moe JMoe@donoralliance.org

APPENDIX A*

Revised Uniform Anatomical Gift Act, 2010 Introductions and Enactments

Connecticut: Introduced as SB 250 in 2010 - ENACTED
Kentucky: Introduced as SB 4 in 2010 - ENACTED
Louisiana: Introduced as HB 1123 in 2010 - ENACTED
Maryland: Introduced as HB 1451 in 2010 - House Rules
Nebraska: Introduced as LB 1036 in 2010 - ENACTED
New Hampshire: Introduced as HB 1430 in 2010 - ENACTED
New York: Introduced as AB6966/SB4488 in 2009-10 - Assembly Health
Vermont: Introduced as SB 205 in 2010 - ENACTED

The following states have enacted the Revised Uniform Anatomical Gift Act:

Alabama	Indiana	Nebraska	South Carolina
Alaska	Iowa	New Hampshire	South Dakota
Arizona	Kansas	Nevada	Tennessee
Arkansas	Kentucky	New Jersey	Texas
California	Louisiana	New Mexico	Utah
Colorado	Maine	North Dakota	Vermont
Connecticut	Michigan	North Carolina	Virginia
District of Columbia	Minnesota	Ohio	Washington
Georgia	Mississippi	Oklahoma	West Virginia
Hawaii	Missouri	Oregon	Wisconsin
Idaho	Montana	Rhode Island	Wyoming

*Source: <http://www.anatomicalgiftact.org>

APPENDIX B

Terms

Actionable Donor Designation (ADD): An individual's decision to make an anatomical gift recorded in a searchable donor registry

Actionable Donor Designation (ADD) Population Age 18+ Share: ADD Population 18+ Share is the total number of designated donors as a percentage of all state residents age 18 and over. (Some donor registries allow minors to enroll, so these states will reflect higher percentages than actual.)

Actionable Donor Designation (ADD) Share: The total number of designated donors as a percentage of all licensed drivers

Donor Designation Collaborative Faculty: A committee of industry professionals that lead the effort

Designated Eye Donor: Recovered eye donors where recovery is assisted by donor designation

Terms, continued

Designated Organ Donor: Recovered organ donors where recovery is assisted by donor designation

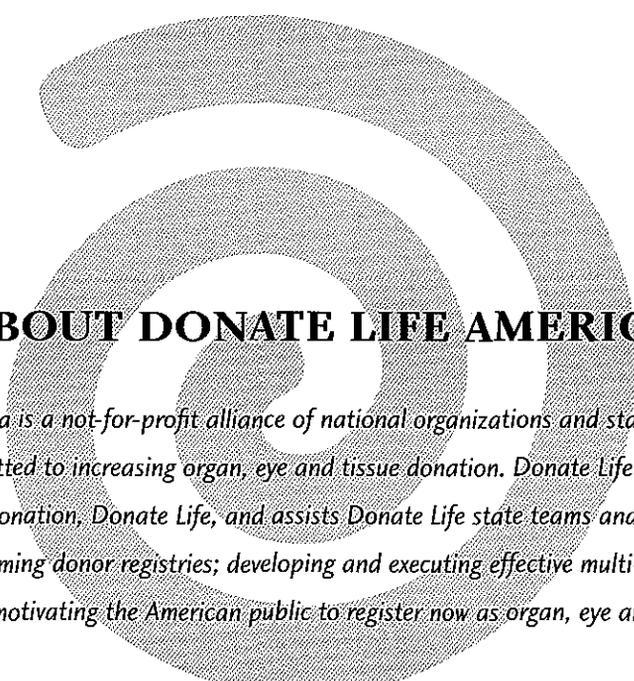
Designated Tissue Donor: Recovered tissue donors where recovery is assisted by donor designation

Donor Designation Rate: Rate at which individuals join the state donor registry as a percentage of all driver's licenses and ID cards issued within a specific period of time

Donor Designation: A documented, legally binding commitment by an individual to make an anatomical gift that can be revoked only by that individual

Donor Registry: A searchable database of individuals who have designated themselves as donors

Effective Registry: A donor registry with best-practice characteristics that support the donor designation, maximize opportunities to enroll and streamline donor searches



ABOUT DONATE LIFE AMERICA

Donate Life America is a not-for-profit alliance of national organizations and state teams across the United States committed to increasing organ, eye and tissue donation. Donate Life America manages the national brand for donation, Donate Life, and assists Donate Life state teams and national partners in facilitating high-performing donor registries; developing and executing effective multi-media donor education programs; and motivating the American public to register now as organ, eye and tissue donors.

For more information, visit www.donatelife.net.



701 East Byrd Street, 16th Floor • Richmond, VA 23219 • 804.377.3580
www.donatelife.net • www.donevida.org

Donate Life Nebraska Media/PR/Promotions July 1, 2010 – June 2011

Articles/TV

- Omaha Star article on a kidney recipient for National Minority Awareness Day, written by Joey Hoffman
- KETV (ABC affiliate) story on "Julie's Diary" on the Westman transplant children
- Catholic Voice article on heart recipient Bruce Prenosil
- Jewish Press article on Donor Sabbath, written by Joey Hoffman
- Donor Sabbath press release
- Interview on Nebraska Radio Network with Nikki Evans for Donor Sabbath
- Omaha Star article on African American heart recipient Sybil Jackson for February Heart Month, written by Joey Hoffman
- Governor Heineman's Donate Life Month Kick-off Press Conference – press release and resulting stories in Omaha World Herald, Lincoln Journal Star, and other media
- Editorial in Omaha World Herald promoting donation on April 4, 2011
- Coverage of Greiner Family (kidney recipient) visit on every Omaha tv station & Omaha World Herald
- Provided transplant recipients for interviews on KHAS and NTV in partnership with American Red Cross blood drives in Grand Island, Hastings and Kearney
- Special Donate Life Month feature articles in LiveWell section of Omaha World Herald, including Opening column by Live Well Editor Stacie Hamel

Minority Marketing

- "Destiny" ad in July and August issues of Omaha Star
- John Beasley PSA on KETV/Weather Now for National Minority Awareness Day 7/31-8/1/2010
- National Minority Awareness web ads on KETV.com
- Photos taken of minority recipients Shante and Jay Westman for new minority marketing ads and Donor Sabbath bookmarks
- Booth at Heartland Hispanic Leadership Conference on Nov. 12
- Omaha Star Newspaper ads - 11/26/2010, 12/10/2010, 2/25/2011, 3/11/2011, 3/25/2011 and 4 weeks in April 2011; 5/20/2011; 6/3/2011 and 6/17/2011
- Omaha World Herald Community Connection in N. Omaha and S. Omaha Zones (zip codes with high minority readership) – Nov. 27, 2010; Jan. 22, , and scheduled for Mar, April, and May 2011
- Booth at Black Family Health and Wellness Fair on March 26, 2011
- "Priscilla" ads in Buenos Dias Nebraska, El Perico, Que Pasa Gering and Que Pasa Lexington in April 2011
- Updated John Beasley TV PSA with DonateLifeNebraska.com website

Print Advertising

- Ads in Omaha World Herald Metro Guide, High School & College Special College Preview sections – August 2010
- Ads in Catholic Voice, Jewish Press and Grand Island W. NE Register during November (tie-in to Donor Sabbath). Total circulation: 145,064
- Ad featuring Westman kids in Nov. 14 & Nov. 25 OWH (Donor Sabbath)-Midlands Section; Jan 22, 2011 and will run once a month in these zones through April
- Ad featuring Westman kids in Sunday, Jan. 30 "Perspectives on Health & Education" section
- "Dawson" ad scheduled for Sunday, Feb. 20th OWH
- Nebraska Press Adv. Service 2x4 Network (175 Newspapers) scheduled for all 4 weeks in April
- 2 feature pages in LiveWell section of Omaha World Herald on April 4 plus four ¼ page strip ads on the front of Living or Midlands section on April 4, 11, 18, 25
- "Daisy" ad in Lincoln Journal Star on April 3, 10, 17 and 24
- Listing scheduled for 2011 Omaha World Herald Metro Guide

Radio

- Weatherbreak announcements on KIOS-FM (NPR) 11/2/2010-5/31/2011
- Nebraska Radio Network – flights in November and April, including radio billboards on Sports report
- KFAB – two week flight in November (tie-in to Donor Sabbath)

Television

- KFXL Fox (Kearney) – 40 free bonus spots during July
- NTV (KHG/KWNB) – 40 free bonus spots during July
- Scheduled Charter Media cable ads for April (over 2,000 ads; ½ paid and ½ bonus)
- Paid and bonus spots scheduled on Charter Media, KNOP, KHAS, KOLN/KGIN, KOTA, Cox Media, Fox 42KPTM and WOWT throughout April
- Additional ads running in PSA rotations on various stations (no charge)

Web

- Web ad on Omaha.com during football season (30,000 impressions)
- Donate Life Month web banners scheduled on KOLN/KGIN.com, kotanow.com, Cox.net, Omaha.com, khasv.com, nebraskaradionetwork.com and knoptv.com throughout April. Banners already running on knoptv.com and khasv.com.

Community Outreach

- July 2010 – Cox classic golf tournament
- September 2010- LINKS Conference presentation (Black community leader women)
- September 2010 – SHRM Conference booth (Human Resource Managers)
- October 2010 - Safety Council Health Fair
- October 2010 - Provided speaker and handouts for recipient benefit in Lincoln
- October and November 2010 - Blue Cross Blue Shield Health Fairs
- November 2010- Trinity Health Fair
- November 2010- Heartland Hispanic Leadership Conference
- November 2010 – Donor Sabbath (churches and synagogues throughout Nebraska)
- December 2010 – Donate Life Nebraska Night at Julio's
- January 2011 - New Donate Life Posters to all DMV offices statewide
- January 2011 – Nephrology Social Workers presentation
- February 2011- Papillion Jr. Women's Club presentation
- DONATE LIFE MONTH ACTIVITIES (SEE SEPARATE CHART)
- May 5 – Baird Holm Labor Law Forum (7 a.m. – 2 p.m.) 700 corporate attendees; Qwest
- May 9 – Blood/Organ Donor Drive in Grand Island, Hastings and Kearney with American Red Cross and NTV. NTV will be airing recipient stories, one a week, beginning the first week in April.
- May 31 – "Giving Back" Blood/Organ Donor Drive in Grand Island with American Red Cross, hosted by KHAS-TV.
- June 4 – "Bloodstock", American Red Cross blood drive with Z92 and CD 105.3 in Omaha and Council Bluffs, Donate Life Nebraska will be a named sponsor on all promotional materials, press releases, and website
- June 8 – Phillips Manufacturing Employee & Family Health Fair, 30th & L, 2-4:30 p.m.
- August 1-7, 2011 – Cox Classic Golf Tournament
- Ongoing – Monthly "Right Start" booth at Offutt AFB

DONATE LIFE MONTH ACTIVITIES

- March 26, 2011 – **Black Family Health and Wellness Fair** at North High, 8 a.m. to 1 pm.
- March 30, 2011 **Donate Life Month Press conference with Governor Heinemann**
- March 31, 2011- **College of St. Mary Health fair** (11a.m. to 2 p.m.)
- April 2, 2011 – **Spring Craft Show/ New Hearts & DLN booth** at Buffalo County Fairgrounds, Kearney
- April 9, 2011 – **Bethany Lutheran Church Health Fair**, Elkhorn (1-5 p.m. Sat)
- April 11-15, 2011 – **New Hearts booth** at Nebraska Medical Center
- April 10, 2011 – **New Hearts Donor Family Reception**, 2-4 p.m., LaVista Embassy Suites
- April 13-20, 2011—**Greiner family will be in Omaha** to promote donor awareness (SEE BELOW)
- April 13, 2011 – **OPPD Employee Lunch & Learn** at Energy Plaza, Omaha

- April 15, 2011 – **Students for Organ Donation booth** at UNL
- April 19, 2011- **Stages** (African American Women's Group) Meeting, 6:30 p.m.
- April 21, 2011 – **"5th Quarter" movie about organ donor won top honors at Omaha Film Festival, DLN booth** at Great Escape Theater, Omaha
- April 26, 2011 – **Donate Life Nebraska booth at Creighton/Kansas Baseball Game**, 6:30 p.m., TD Ameritrade Stadium, 5,000 attendees
- April 27, 2011 - **OPPD Safety Supervisors Meeting**, North Omaha OPPD site
- April 30-May 1, 2011 – **Omaha Health Expo** (10-5 Sat; 10 – 4 Sun) 8,000-10,000 attendees
- April 30, 2011—**American Heart Association, Lincoln Heart Walk and Community Health Fair**, 7:30 a.m. to noon, Pioneers Park; coordinated with UNL Students for Organ Donation

GREINER FAMILY VISIT TO NEBRASKA, APRIL 13-20, 2011

April 13 – Travel Day

April 14 – Press Conference with Fox 42, Omaha World Herald and KETV; Tour Lied Transplant Center, help at New Hearts Shirt Sale/Registration booth

April 15 – Lincoln: Students for Organ Donation Booth at UNL; meet with DMV director Bev Neth

April 16-17 –Family time to explore Omaha

April 18 – Nebraska Contest Day!

9 a.m. KMTV Morning Blend TV interview

4 p.m. WOWT News interview

April 19 – Speak to St. Stephen the Martyr School, grades 5 and 8

April 20 – Travel Day

AMERICAN RED CROSS COLLEGE BLOOD DRIVES IN APRIL

Donate Life Nebraska is invited to have recipients on site to thank blood donors and encourage them to also be organ, eye and tissue donors. Or provide DLN literature.

College	Date	Hours
Clarkson College	4/5/2011	10-2
UNO University Village	4/7/2011	2-6
UNO Greeks	4/11/2011	9:30-2:30
Creighton University	4/12/2011	10-4
Northeast Community College	4/13/2011	9-3
Creighton Law School	4/13/2011	10-3
Peru State College	4/14/2011	9-3
UNK	4/12-13/2011	11-5, both days
College of Saint Mary	4/19/2011	9-2
Concordia University	4/19/2011	9-3
Metropolitan Community College - Fort Campus	4/26/2011	8:30-1
Doane College	4/28/2011	10-4
Union College	4/28/2011	9-3

Vickie B. Ahlers

1500 Woodmen Tower
Omaha, Nebraska 68102-2068
Tel: 402.344.0500
Fax: 402.344.0588
Direct: 402.636.8230
vbrady@bairdholm.com
www.bairdholm.com
Also admitted in Iowa

June 24, 2011

Ms. Mary Lanning
Nebraska Health & Human Services
301 Centennial Mall South
P.O. Box 94847
Lincoln, NE 68509

Re: Nebraska Organ and Tissue Donor Coalition d/b/a Donate Life Nebraska

Dear Ms. Lanning:

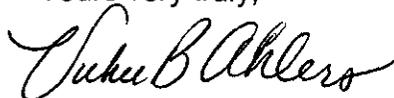
I would like to express my support for Donate Life Nebraska's application to receive grant funds from the Donor Awareness Education Fund established by Neb. Rev. Stat. 60-495 (2001).

As an attorney representing many hospitals across the state of Nebraska, I continue to be extremely impressed with Donate Life Nebraska's targeted campaign to educate Nebraska hospitals and all Nebraska citizens on this critical public health issue. Because of this, I continue to donate my time as Chairperson of its Board of Directors, to help this organization continue to create an educational campaign that will span the entire state. I am aware that Donate Life Nebraska has been the sole recipient of these funds since the law's inception, and I believe its efforts would be greatly enhanced with the ability to continue with a successful nationally-linked campaign.

Donate Life Nebraska's members, including the many organizations working toward the common goal of organ and tissue donation, are united in the efforts of Donate Life Nebraska to educate Nebraskans on this need. I am pleased to endorse Donate Life Nebraska's efforts, and as Chairperson, would ensure that it will appropriately direct this fund for continued organ donation educational efforts.

Thank you for your consideration.

Yours very truly,



Vickie B. Ahlers
FOR THE FIRM

BOARD OF DIRECTORS

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Chairman

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William Enneking, M.D.
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Victor Frankel, M.D.
Allan Gross, M.D.
Susan Gunderson
Donald Hackbarth, M.D.
Lloyd Jordan
Richard Nicholas, M.D.
Herbert Schwartz, M.D.
Dan Spengler, M.D.

Mary Lanning
State Purchasing Bureau
301 Centennial Mall South
Mall Level
Lincoln, NE 68508

June 27, 2011

Dear Ms. Lanning:

I am the Donate Life America Faculty Liaison for Donate Life Nebraska. In my position as their faculty liaison, I am in close contact with Donate Life Nebraska about their organ and tissue donor registry, their public outreach efforts, and their progress as a team. I serve as a resource and connection to the national organization, Donate Life America.

In my nearly three years as their liaison, I've seen them grow tremendously while overcoming many obstacles and challenges. They manage to cover the entire state of Nebraska with their public education events all while garnering media attention for organ, eye and tissue donation. They are the best choice to continue to administer the Donate Life media and public relations campaign in Nebraska. They have proven that they have the skills, resources, experience and competency to serve the 469 (as of 6/27/11) Nebraskans on the waiting list hoping for a life saving organ.

Not only does this all volunteer organization do a tremendous job of organizing to not only give the facts and figures about donation, and how to join the registry, but they speak from experience. Donate Life Nebraska consists of health care professionals, as well as those directly affected by donation either as organ recipients, family members of recipients, organ donor family members, and those that died waiting for a transplant.

In just this year so far alone, Donate Life Nebraska has done some incredible outreach. A press conference was held with Governor Gov. Dave Heineman to kick off Donate Life Month in April. That event included your state medical officer, Dr. Joann Schaefer (who is a liver recipient) and your state DMV director, Beverly Neth (who is a kidney recipient) as well as Donate Life Nebraska's Board Chair. They received good press coverage and were able to recognize 15 counties that had reached/surpassed the 50% donor designation standard (up from 10 counties last year).

The movie about a donor family, *The 5th Quarter*, won the Omaha Film Festival's Best Feature Film award, and was featured in their "Best of the Festival" screening during

A Non-Profit Organization
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April. The festival's board was greatly impressed with the film and invited Donate Life Nebraska to have a booth at their event.

Also, kidney recipient Mike Greiner and family, who sold their house in Illinois and traveled to every state to promote organ donation, happened to be in Nebraska during April and Donate Life Nebraska was able to get them interviews with the Omaha World Herald newspaper and every television station in Omaha, plus appearances at the University of Nebraska at Lincoln Students for Organ Donation booth and at the largest Catholic elementary school in the state.

Please consider this tireless group as well as the Nebraskans on the waiting list they represent when making your decision about this grant. As long as there are people on the waiting list, their work is never done.

Best Regards,



Tracy L. Jean
Faculty
Donate Life America



April 29, 2011

Mary Weatherfield, Program Coordinator
Office of Health Promotion
Nebraska Dept. of Health and Human Services
301 Centennial Mall South
PO Box 95026
Lincoln, NE 68509-5026

Dear Ms. Weatherfield:

I am submitting this letter on behalf of Donate Life America's Nebraska state team, Donate Life Nebraska. I encourage the Nebraska Department of Health and Human Services to seriously consider the grant submission from Donate Life Nebraska. National initiatives to increase organ, eye and tissue donation in the United States have been spearheaded for the last 20 years by Donate Life America and its partnering organizations throughout the country. Donate Life Nebraska has been a valued and committed partner in this vital work to save and enhance the lives of the patients waiting for organ and tissue transplants.

Donate Life America's national Donor Designation Collaborative was launched in 2007 with the goal of registering 100 million Americans, since that time, we have seen significant increases in the number of Americans registering to become donors and a parallel increase in the number of lives annually saved through donation and transplantation. Much of the credit for these gains is due to our local state teams that work to educate and inspire action from residents in each state. Donate Life Nebraska's annual media campaign, which relies heavily on localized Donate Life materials, ensures that this national momentum is carried through and experienced in Nebraska.

Improving the brand image of donation and transplantation is also paramount in our work to save lives. Quantitative and qualitative research points clearly to the need for improving America's perception and trust of donation and transplantation. The national brand for donation, *Donate Life*, is increasingly embraced by American culture as a positive statement of hope and integrity for donation. As the brand steward for Donate Life in Nebraska, it is our hope that you will continue to support Donate Life Nebraska's efforts through this grant opportunity.

Sincerely,

A handwritten signature in black ink, appearing to read "G. David Fleming", is written over a white background.

G. David Fleming
President and CEO

COUNTY	County Name	YES	NO	TO RESPOND	APPLICANTS	% YES
91	Arthur	58	33	4	95	61.1
59	Sarpy	20040	14628	1599	36,267	55.3
20	Cass	3105	2245	294	5,644	55.0
29	Washington	2428	1778	261	4,467	54.4
52	Kearney	775	564	113	1,452	53.4
9	Buffalo	5354	4147	605	10,106	53.0
69	Dawes	1008	805	102	1,915	52.6
73	Gosper	220	154	49	423	52.0
68	Keith	972	835	104	1,911	50.9
28	Hamilton	1132	881	216	2,229	50.8
51	Harlan	382	321	54	757	50.5
77	Garden	243	205	35	483	50.3
74	Perkins	314	252	60	626	50.2
2	Lancaster	32044	28843	3064	63,951	50.1
39	Cheyenne	1152	1094	56	2,302	50.0
60	Frontier	292	229	67	588	49.7
92	Grant	70	61	10	141	49.6
37	Phelps	1060	953	138	2,151	49.3
1	Douglas	57697	54492	5272	117,461	49.1
93	Hooker	79	62	21	162	48.8
3	Gage	2344	2071	396	4,811	48.7
16	Seward	1757	1487	363	3,607	48.7
27	Wayne	824	697	180	1,701	48.4
61	Sheridan	563	525	76	1,164	48.4
17	York	1508	1273	338	3,119	48.3
6	Saunders	2256	2048	387	4,691	48.1
15	Lincoln	3999	3680	683	8,362	47.8
14	Adams	3269	2955	632	6,856	47.7
86	Blaine	49	45	9	103	47.6
11	Otoe	1601	1609	188	3,398	47.1
31	Burt	762	728	130	1,620	47.0
13	Cedar	902	952	66	1,920	47.0
67	Hitchcock	307	279	68	654	46.9
5	Dodge	3740	3816	427	7,983	46.8
89	Thomas	74	65	19	158	46.8
44	Nemaha	696	671	122	1,489	46.7
78	Deuel	189	200	17	406	46.6
48	Red Willow	1138	1053	256	2,447	46.5
23	Boone	559	462	188	1,209	46.2
38	Furnas	494	486	89	1,069	46.2
71	Kimball	393	449	9	851	46.2
21	Scottsbluff	3943	4543	107	8,593	45.9
4	Custer	1120	1094	229	2,443	45.8
90	McPherson	46	49	6	101	45.5
50	Franklin	315	327	50	692	45.5
57	Johnson	407	417	76	900	45.2
62	Greeley	235	231	58	524	44.8
66	Cherry	541	536	131	1,208	44.8
10	Platte	3289	3600	462	7,351	44.7
65	Box Butte	1127	1269	123	2,519	44.7
80	Sioux	120	134	15	269	44.6

7	Madison	3375	3385	806	7,566	44.6
49	Howard	668	689	156	1,513	44.2
64	Morrill	486	608	7	1,101	44.1
41	Polk	505	509	132	1,146	44.1
25	Butler	852	849	234	1,935	44.0
24	Cuming	858	887	204	1,949	44.0
46	Merrick	780	815	190	1,785	43.7
53	Stanton	597	639	140	1,376	43.4
88	Loup	59	62	15	136	43.4
30	Clay	614	625	180	1,419	43.3
34	Fillmore	552	596	134	1,282	43.1
79	Hayes	99	95	36	230	43.0
42	Nickolls	408	420	123	951	42.9
32	Thayer	474	490	142	1,106	42.9
8	Hall	5659	6395	1186	13,240	42.7
40	Pierce	715	896	65	1,676	42.7
56	Sherman	288	344	47	679	42.4
85	Banner	69	86	8	163	42.3
58	Nance	358	372	116	846	42.3
19	Richardson	750	851	185	1,786	42.0
35	Dixon	539	596	151	1,286	41.9
54	Pawnee	243	256	81	580	41.9
47	Valley	384	455	79	918	41.8
33	Jefferson	684	773	182	1,639	41.7
72	Chase	357	399	100	856	41.7
45	Webster	353	407	90	850	41.5
22	Saline	1167	1410	235	2,812	41.5
83	Garfield	157	191	31	379	41.4
36	Holt	937	1277	54	2,268	41.3
26	Antelope	596	806	46	1,448	41.2
75	Brown	291	326	92	709	41.0
87	Logan	79	90	24	193	40.9
84	Wheeler	85	109	18	212	40.1
12	Knox	728	1053	50	1,831	39.8
76	Dundy	154	191	51	396	38.9
18	Dawson	2085	2501	1059	5,645	36.9
82	Keya Paha	58	87	20	165	35.2
81	Rock	110	168	35	313	35.1
70	Dakota	1582	2607	430	4,619	34.2
63	Boyd	141	218	62	421	33.5
43	Colfax	687	1203	181	2,071	33.2
55	Thurston	342	887	133	1,362	25.1

		196917			408,207	48.2
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Donate Life Nebraska's
"MIRACLE MINUTE"



start here ▶

**Presented by:
Elise Korte**

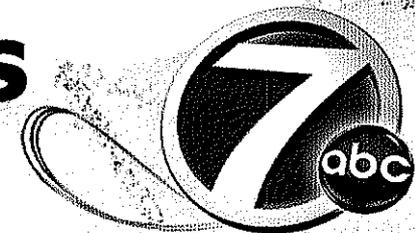


Donate Life Nebraska

"MIRACLE MINUTE"

**A six month multi-faceted campaign
designed to create awareness,
address real concerns,
and put a face on a critical problem...**

**the need for
Organ Donations**



HEARST *television inc* A DIGITAL MEDIA COMPANY
KETV Weather Now • KETV 7 To Go • KETV.com

Donate Life Nebraska

Program: A one minute infomercial (2x:30) Monday during KETV News at 10pm newscast once a month for six months.

(KETV) reserves the right to be involved in the creative production of the infomercial.)

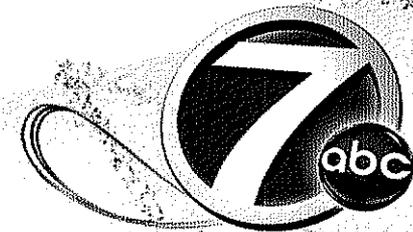
Vignettes: Two vignette rotations through the year. :20 of copy, with sponsor open / close :10 tag (voice / graphic).

Plus: Presence on KETV.com....40,000 monthly Leaderboard and Display site wide ad impressions throughout ketv.com linking to www.DonateLifeNebraska.com.

"MIRACLE MINUTE"

HEARST television inc A DIGITAL MEDIA COMPANY

KETV Weather Now • KETV 7 To Go • KETV.com



Donate Life Nebraska

Elements

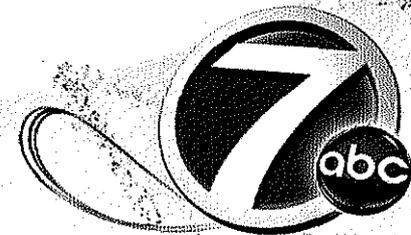
Donate Life Nebraska will provide camera-ready artwork and receive:

- **Promotional schedule (6-8 one-minute commercials)**
- **Donate Life Nebraska :20 open / :10 close billboards**
- **Audio mention / logo presence on vignette**
- **Production of vignettes**
- **KETV.com (Site-wide ads)**
- **Production of Online Elements**

"MIRACLE MINUTE"

HEARST *television inc* A DIGITAL MEDIA COMPANY

KETV Weather Now • KETV 7 To Go • KETV.com



Donate Life Nebraska

Elements

Dates: November 2011 – April 2012

KETV – TV Monthly On-Air Schedule

Monday 10pm News 1-min. infomercial 1x

Total of 6 – 1 min. infomercials (*annually*)

Vignette Schedule

Mon – Tue 5-7a Rotator

Total 96 :30 spots (*annually*)

2x (*1per day*)

KETV.com

40,000 monthly site-wide ads (*Display & Leaderboard*)

"MIRACLE MINUTE"



H E A R S T television inc A DIGITAL MEDIA COMPANY

KETV Weather Now • KETV 7 To Go • KETV.com

**6 month
10pm option**

Donate Life Nebraska

"MIRACLE MINUTE"

Advertising Investment:

\$18,960

\$ 729.23 per week

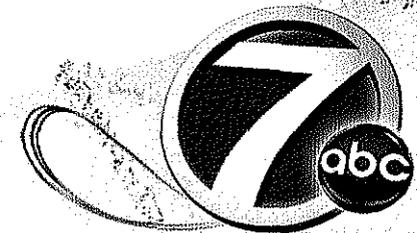
Total Investment:

\$21,960

Production: \$3,000

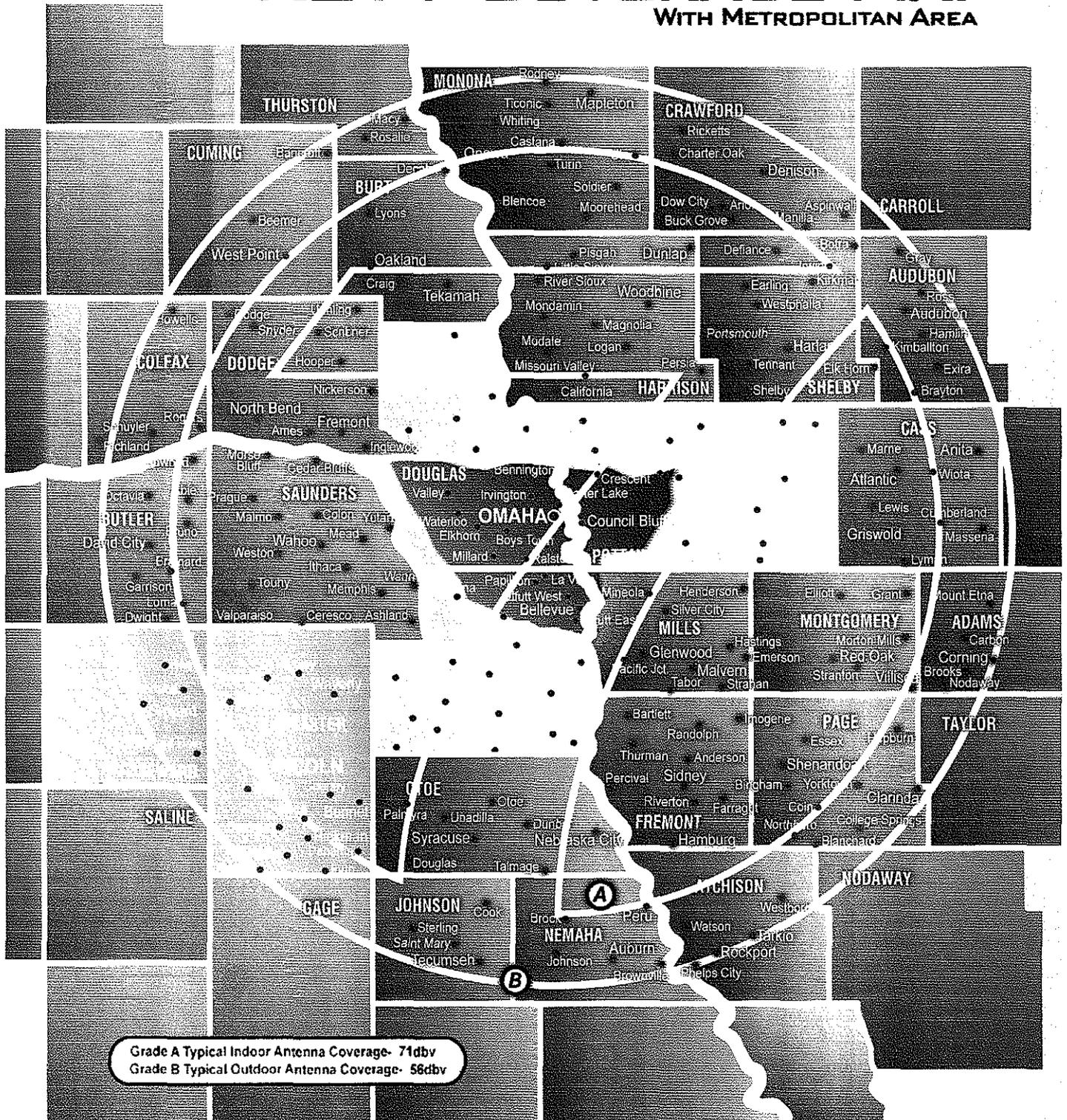
As a non-profit, KETV is offering production services at a 50 percent discount. KETV will set up the production of the commercials for this campaign. Once an infomercial is created, production is limited to three hours of revisions. After the three hours of revisions has been reached on an individual basis, the rate is \$200/hour. If the infomercial is approved before the three hour limit, there is no additional charge. We will create 6-8 minute commercials.

HEARST television inc A DIGITAL MEDIA COMPANY
KETV Weather Now • KETV 7 To Go • KETV.com



KETV COVERAGE MAP

WITH METROPOLITAN AREA



KETV 7 SALES
OMAHA

- OMAHA METRO AREA
- ◐ LINCOLN METRO AREA
- ◑ CABLE COVERAGE AREA

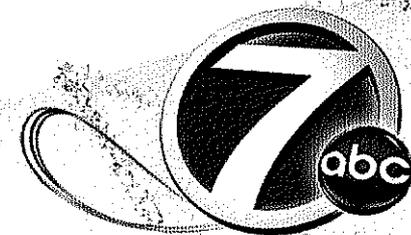
KETV is the #1 choice in Omaha for local news!

A 25-54	 KETV OMAHA	 WOWT-OMAHA	 ACTION 3 NEWS	 KPTM 42 FOX
4:30A	600	200	*	*
5-6A	9,000	5,000	1,600	*
6-7A	20,000	16,100	3,400	*
5P	20,600	17,500	4,600	*
6P	23,600	22,100	3,300	*
10P *	42,000	26,400	10,200	8,700

000's

*10P News rating for KETV and WOWT is Mon-Sat 10-1030p, and Sun 10-11p;
KPTM rating is for 9-10P, M-Sun.

HEARST television inc A DIGITAL MEDIA COMPANY
KETV Weather Now • KETV 7 To Go • KETV.com



Source: Nielsen, Feb11, A25-54

Request for Proposal Number 3712 Z1
Contract Number 50471 O4
Proposal Opening: July 8, 2011

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Tax return information and promotional exhibits were excluded from being posted as approved by Rita Kucera 12/15/11.