

The State of Nebraska, Department of Administrative Services,
State Building Division

RETURN TO:
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**REQUEST FOR INFORMATION AND PROPOSALS
(RFI/RFP)**

SOLICITATION: RFI/RFP GIVH REDEVELOPMENT Request for Information and Proposals (RFI/RFP) regarding the Redevelopment of the former Grand Island Veterans Home, its 47-Acre Campus, Buildings, and Infrastructure	RELEASE DATE: May 6, 2019, at 12:00 Noon, CDST
OPENING DATE AND TIME: August 5, 2019, at 12:00 Noon, CDST	Authority: 2015 Programmatic Agreement

PLEASE READ CAREFULLY!
SUMMARY - OVERVIEW

The State of Nebraska (State), Department of Administrative Services (DAS), State Building Division (SBD) (collectively "DAS"), are issuing this Request for Information and Request for Proposal (RFI/RFP) for the purpose of soliciting a qualified and reputable developer, redeveloper, candidate, entrepreneur, nonprofit organization, for-profit organization, governmental subdivision, educational facility, and any other similarly qualified and reputable person, business, or entity (Collectively "Candidates") to provide information about their qualifications to prepare, implement, recruit potential support and financially accomplish their plan for the Redevelopment of the former Grand Island Veterans Home ("GIVH") Campus, Buildings, and Infrastructure, and present what that plan or proposal may be to a Redevelopment Team (collectively "Proposals").

The DAS contemplates a two-step process in accordance with the Programmatic Agreement entered into by the Department of Health and Human Services, Nebraska State Historic Preservation, Hall County Board of Supervisors and the DAS. The Programmatic Agreement provides that, "DAS in cooperation with the City of Grand Island will identify and retain an appropriate professional team to prepare a management and/or redevelopment plan for the property" (GIVH). It is the intent of DAS to advertise via a RFI/RFP for Information and Proposals relative to the historic preservation and potential future use of the main Grand Island Veterans Home (GIVH) Campus, and possibly associated properties (if applicable). The GIVH Redevelopment Team will review the Information and Proposals received; exercise due diligence; negotiate with the Candidate(s); determine if the Information and Proposal(s) should be recommended or rejected; and, if appropriate, decide to recommend one or more Proposals, a combination of Proposals, or portions thereof. In the second step, the DAS will advertise and disseminate the Redevelopment Team's recommended Proposal, or combination of Proposals, or portions thereof, to appropriate developers, community members, state or federal agencies, and other Candidates (e.g. developers, redevelopers, entrepreneurs, nonprofit organizations, for-profit organizations, governmental subdivisions, educational facilities, and any other similarly qualified and reputable person, business or entity) during a public charrette to be held in the City of Grand Island.

The initial solicitation will commence on May 6, 2019. In the course of this RFI/RFP, the DAS and Redevelopment Team is seeking responses from Candidates who are willing to initiate a Proposal having a target Kickoff Date of November 1, 2019 or earlier. The DAS reserves the right to extend the period of the RFI/RFP solicitation beyond the deadline at its sole discretion.

NOTE: ALL INFORMATION PERTINENT TO THIS RFI/RFP CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/>

IMPORTANT NOTICE: Pursuant to Nebraska(s) law, this RFI/RFP will be posted to a public Web site. The resulting information gathered from the selected Candidate(s) must also be posted on this same public Web site. These postings will include the Information and Proposals received. A Candidate must request that proprietary information be excluded from the posting if applicable. The Candidate must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The Candidate must submit a detailed written document showing that the release of the proprietary information would give a business advantage to competitor(s). The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE CANDIDATE MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY.** The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Candidate will be notified of the decision by the State of Nebraska. Absent a State of Nebraska determination that the information is proprietary, State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the State of Nebraska determines it is required to release proprietary information, the Candidate will be informed. It will be the successful Candidate's responsibility to defend the Candidate's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a Web site, or otherwise use any Information or Proposal to this RFI/RFP for any purpose, and to authorize others to use the documents. This reservation and waiver are prerequisites for submitting and receiving consideration for their Information or Proposals. Failure by the otherwise successful Candidate(s) to agree to the reservation and waiver will result in the Proposal or other response to the RFI/RFP being found non-responsive and rejected.

Any entity submitting Information and Proposal's to the RFI/RFP agrees not to sue, file a claim, or make a demand of any kind, and will hold harmless the State of Nebraska, its agencies, boards, commissions, offices, and collectively all of their respective officers, managers, staffs, employees, volunteers, agents, and their elected and appointed officials from and against any and all claims, liens, demands, damages, liabilities, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against any of the foregoing parties, and arising out of, resulting from, or attributable to, the public disclosure of the Information and Proposals to the RFI/RFP and other writings or recorded information.

GLOSSARY OF TERMS

Addendum: Something to be added or deleted to an existing document; a supplement.

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

Best and Final Proposal (BAFP): In a competitive Proposal, the final offer submitted which contains the Candidate's most favorable Information or Proposal.

Best/Proposal: The offer submitted by a Candidate in a response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Candidate: A reputable and qualified party who properly responds to the RFI/RFP prior to July 19, 2019 at or before 12:00 Noon CDST.

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

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

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.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services promised by the Candidate(s).

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written information or Proposals presented by a Candidate.

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

Evaluation Committee: The Redevelopment Team that advises and assists the DAS in the evaluation of information and Proposals.

Extension: Continuance of a legal document for a specified duration upon the agreement of the parties beyond the RFI/RFP response period.

GIVH: Grand Island Nebraska Veterans Home. Grand Island Nebraska Veterans Home ("GIVH") Environment Description: This property is generally located North of Capital Avenue and South of Nebraska Highway 2 West of Broadwell Avenue and east of Custer Street extended. See **Exhibit D:** Parcel A, Veterans Cemetery, Capital Ave., W at Webb Rd., N., Grand Island, NE, 5.70 Acres; Parcel C, Grand Island Veterans Home Main Campus, 2206 Capital Ave. W, Grand Island, NE, 47 Acres; and Parcel D, United Veterans Club leased parking lot area, Capital Ave. W, Grand Island, NE, 10.53 Acres.

Interested Party: A person, acting in their personal capacity, or an entity entering into an agreement creating a legal interest therein.

Late Response and Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/ Must and Shall/Will/Must.

Opening Date and Time: Specified date and time after which the Redevelopment Team will begin operating and reviewing the responses to the RFI/RFP

Point of Contact (POC): The person designated to receive communications and to communicate.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/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 serves 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Redevelopment Team, The GIVH: A team of planners, realtors, marketing experts, historians, developers, economic development groups and/or public officials, who shall consider developers, redevelopers, and proposals; determine the proposal(s) that shall be referred by the Redevelopment Team as the one(s) that incorporates most closely the components that promote the best interests of the State of Nebraska. The initial Redevelopment Team shall include, but may not be limited to, the following professionals:

Release Date: The date (May 6, 2019) of public release of the written solicitation to seek information and Proposals.

Request for Information (RFI): Is a standard business process whose purpose is to collect written information about the capabilities of various suppliers.

Request for Proposal (RFP): A request for proposal is a document that solicits proposal, by an agency or company interested in procurement of a commodity, service.

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

Responsive Candidate: A Candidate who has submitted a Proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a Proposal.

Will: See Shall/Will/Must.

PROJECT DESCRIPTION

A. INTRODUCTION

The DAS is requesting Information and Proposals from Candidates and Developers to solicit Redevelopment Plans for the former Grand Island Nebraska Veterans Home Campus ("GIVH"). Prompted by the relocation of the Veterans home to another city the DAS has the opportunity to solicit a productive and beneficial use of the Grand Island Veterans Home property. This redevelopment plan will address issues such as zoning, cost and viability for reuse of resources on the property. The goal of this RFI/RFP is to consider potential uses and financing for the Grand Island Veterans Home Buildings and Main Campus. Outlined below are characteristics and desires of the DAS for consideration during the redevelopment plan and selection process.

1. **DESCRIPTION OF THE PROPERTY.** Grand Island Veterans Home Main Campus is a prime, 47-acre real estate parcel located within the northern boundaries of the city (**See Exhibit A and B**). The DAS anticipates Proposals will consider adaptive re-use or new construction, or a combination thereof, designed to create a positive impact on community development and aesthetics in a manner that emphasizes the historical significance of the site and could provide for new, substantial benefits to veterans through the provision of housing, services, or other beneficial uses. The GIVH Main Campus is identified as part of a 2013 Nebraska State Owned Historic Buildings Survey. The Campus consists of a total of 268,557 square feet of usable building (Footprint) space and consists of eight (8) main buildings; some of which are eligible for the National Register of Historic Places (NRHP). The GIVH Main Campus is Zoned RO Residential Office which provides for a variety of housing/medical/office and educational uses. For more statistical information about this property, reference (**Exhibit A**). For floor plans of each of the under roof eight (8) buildings, reference (**Exhibit B**).
2. **HISTORICAL PROGRAMMATIC AGREEMENT.** Plans for redevelopment of the Property are guided by the terms of the Programmatic Agreement and the successful Candidate's Proposal shall comply as appropriate with the requirements of the Programmatic Agreement.
3. **PROGRAMMATIC AGREEMENT REAFFIRMATION**
Notwithstanding any other provision herein to the contrary, the undersigned Candidate agrees that full compliance with the Programmatic Agreement is essential and that it shall be satisfied in particular with its Article 5. As respects the Redevelopment Agreement, DAS in cooperation with the City of Grand Island will identify and retain an appropriate professional team to prepare a management and/or redevelopment plan for the property. The team may include planners, realtors, marketing experts, historians, developers, economic development groups, and/or public officials as identified by DAS, in consultation with the City of Grand Island. This Redevelopment Team will address issues such as zoning, cost, and viability of reuse of resources on the property. Issues addressed in the Proposal should include, but not be limited to the following:
 - i. Potential continued use for the Grand Island Veterans Home on the campus.
 - ii. Potential new residential and/or medical uses for the campus.
 - iii. Potential new uses for other public agencies in the region including, but not limited to, other city, county, state, or federal agencies.

- iv. Potential for redevelopment of the campus into new commercial/industrial/recreational/residential uses.
- v. Potential uses to memorialize and honor the service and/or history of State of Nebraska Veterans, including a museum, interpretive center, and continuing active use of the Veterans Cemetery (a separate 5.7 acre tract and away from the Main Campus).
- vi. Potential for new, appropriate uses of the existing campus, if applicable.
- vii. Public input on the plan recommended by the Redevelopment Team that will be sought through a public meeting held in Grand Island.

DAS will ensure that the Redevelopment Team's recommended Proposal is publicly advertised and disseminated to appropriate developers, community members, redevelopers, entrepreneurs, interested organizations, state or federal agencies, veterans organizations, and charitable organizations, public service, and affordable housing organizations, by way of example only, and not intended as an exhaustive listing, through a public charrette to take place in the City of Grand Island. The DAS and undersigned Candidate agree that full compliance with the Programmatic Agreement every material respect shall be a top priority to the extent of consideration, but without any guarantee that a new appropriate use of the existing campus will be found. Ultimately, the final decision as to which Proposal, combination of Proposals, or components of Proposals received and disseminated, rests with the DAS.

4. PREFERRED VETERANS ELEMENT.

In recognition of the historical use of the GIVH Campus, the redevelopment plan and selected Redevelopment Proposal(s) considered by the Redevelopment Team might include, but would not be required to incorporate, uses such as the provision of veterans' housing, medical services, and other veteran uses, by way of some exemplary examples. The Redevelopment Plan for the Grand Island Veterans Home site also envisions new and enhanced veterans' memorials, new community gathering spaces, attractive development opportunities, enhanced natural assets, and increased interaction with nature through a trail system and recreational opportunities.

5. ALTERNATIVE USE.

If the entire GIVH Campus will not be proposed to be used solely for the benefit of Veterans, an acceptable alternative reuse and development of the Property will be one which seeks to maximize the highest and best use of the Property in a manner which, to the maximum extent feasible or appropriate, reflects the historical significance of the Property and serves to provide a memorial type of benefit to Veterans.

6. PROPERTY DETAIL.

- a) The GIVH property consists of eight main buildings, some support buildings, and ancillary improvements located on a tract approximately 47 acres in size in addition to approximately 10.5 acres that is subject to a long-term lease to the United Veterans Club. (Copy of Lease to be provided by DAS). The Proposal may, but is not required to, include the 10.5 acres of leased property and the 5.7 acre Veterans Cemetery. A redeveloper of the GIVH Campus is not required to redevelop the leased land and may convey the leased land to the tenant under terms as are mutually agreeable to the parties.
- b) The property is located north of Capital Avenue, west of Broadwell Ave, east of Custer Avenue extended, and south of U.S. Hwy 281/Airport Road.

- c) The Proposal may, or may not, include any changes to the United Veterans Club, the area leased by the State to the Veterans Club, and the Veterans Cemetery.
- d) For an aeronautical view of this property see the attached Exhibit C.

INCENTIVES. The Property is located within a designated Opportunity Zone. Additionally, the GIVH Campus is located within an area that is undergoing consideration by the Grand Island City Council as being “blighted and substandard” which, if so designated, will make tax increment financing a possible avenue of redevelopment assistance as provided by Nebraska Statutes.

7. REMEDIATION. The redeveloper shall take the property “As Is” and will be responsible for all necessary remediation.

8. PROPOSALS MUST INCLUDE THE FOLLOWING:

- Brief Candidate company history, or that of the principals making the Proposal(s).
- Name of individual(s) to be assigned to the implementation of this Proposal and a brief resume.
- Similar redevelopment services and experience, especially in Nebraska. Please provide a development or redevelopment client list naming the client, your principal contact there, address, and phone number.
- A description of the approach to be utilized by the Candidate for the recruitment of potential GIVH project occupants or residential users into the redevelopment planning.
- Copies of proposed contracts, conveyance, title, and other legal documents, if applicable.
- Artistic renderings, Auto-CAD or BIM images of how the Redevelopment will appear.

9. SUMMARY OF CANDIDATE’S PROPOSED MANAGEMENT APPROACH

The Candidate should present a detailed description of its proposed approach to the management of the redevelopment project. The Candidate should identify the specific professionals who will work on the GIVH Campus Redevelopment Project if they receive the recommendation of the Redevelopment Team to have their proposal presented at the public charrette to be held in the City of Grand Island. The names and titles of the staff or group proposed for assignment to the GIVH Project should be identified in full, with a description of the team leadership, interface, employment status (i.e. employee of the successful Candidate or an unrelated subcontractor or consultant), support functions, and reporting relationships. The primary work assigned to each person should also be identified. The Candidate should provide resumes for all supervisory or management personnel proposed by the Candidate to work on the redevelopment project. The Redevelopment Team will consider the resumes as a key indicator of the Candidate’s understanding of the skill mixes required to carry out the requirements of the RFI/RFP in addition to assessing the experience of specific individuals. Resumes should include, at a minimum, academic background and degrees, professional certifications, industry memberships, 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 supervisory or management personnel shall only be implemented after written approval from the DAS and prior to the public charrette.

INFORMATION AND PROPOSAL SOLICITATION PROCEDURE

A. GENERAL INFORMATION

This RFI/RFP is designed to solicit Information and Proposals from reputable, qualified Candidates aimed at producing a Redevelopment Plan for the revitalization and possible repurposing of the former Grand Island Nebraska Veterans Home ("GIVH") in a manner consistent with this RFI/RFP.

Proposals shall conform to all instructions, conditions, and requirements included in the RFI/RFP. Prospective Candidates are expected to carefully examine all documents, schedules, and requirements in this RFI/RFP, and respond to each requirement. Proposals may be found non-responsive if they do not conform to the RFI/RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE, CITY, STAFF FROM THE REDEVELOPMENT TEAM

Solicitation and Administration responsibilities related to this RFI/RFP reside with the State of Nebraska-DAS, the point of contact (POC) for the RFI/RFP is:

DAS/State Building Division

Johnny Knoche, Leasing Coordinator
Address: 1526 K Street, Suite 200
Lincoln, NE 68508

Telephone: 402-310-0176

E-Mail: johnny.knoche@nebraska.gov

From the date the RFI/RFP is originally issued until the Redevelopment Team makes its decision(s) and renders its recommendations, communication from the Candidates is limited to the POC listed above. After August 6, 2019, when the Redevelopment Team begins its review and assessment of Information and Proposals, Candidates may not communicate with individuals on the Redevelopment Team designated as responsible for research, due diligence, and negotiating with the Candidates. The POC will issue any clarifications or opinions regarding this RFI/RFP in writing. Only the DAS can modify the RFI/RFP, render opinions, and only the Redevelopment Team can recommend which proposals are presented at the public charrette to be held in the City of Grand Island.

The following exceptions to the foregoing restrictions are permitted:

1. Contact made pursuant to pre-existing obligations.
2. Contact required by the schedule of events or an event scheduled later by the RFI/RFP POC.
3. Contact through and facilitated by the DAS POC.

The DAS reserves the right to automatically reject a Candidate's Proposal, or terminate a Proposal if the DAS determines there has been a violation of the Candidates' mandatory or required procedures or authorizations.

The Redevelopment Team is authorized to review Information and Proposals, submit feedback and recommend a Proposal, combination of Proposals, and/or components of Proposals to DAS.

C. SCHEDULE OF EVENTS

The Redevelopment Team expects to adhere to the submittal and review schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFI/RFP	Monday, May 6, 2019 12:00 Noon CDST
2.	Grand Island Veterans Home (GIVH) Campus Tour for Developers 2300 W Capital Avenue Grand Island, Ne 68803	Wednesday, June 19, 2018 10:00 am CDST
3.	Information and Proposal Receiving & Deadline	Monday, August 5, 2019 12:00 Noon CDST
4.	Review Period	Tuesday, August 6 - Friday August 23, 2019
5.	Announcement and advertisement of Successful Candidate(s) and Proposal(s)	Tuesday, September 3, 2019
6.	Public Charrette in City of Grand Island	Tuesday, September 10, 2019
7.	Transfer of Grand Island Veterans Home (GIVH)	On or before November 1, 2019

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFI/RFP provision must be submitted in writing to the DAS POC and clearly marked "RFI/RFP Grand Island Veterans Home Redevelopment Plan." Responses shall be made by the DAS's POC.

Candidates should present, as questions, any assumptions upon which the Candidate's Proposal is or might be developed. Proposals will be evaluated without consideration of any undisclosed, unknown, and unwritten assumptions made by a Candidate.

E. ETHICS IN PUBLIC CONTRACTING

The DAS reserves the right to reject Proposals, if a Candidate(s) commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the RFI/RFP process;
2. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
3. Submitting a Proposal on behalf of another unnamed or an unidentified Party or entity; and/or
4. Collude with any person or entity to influence the RFI/RFP process, submit sham Proposals, or provide false information, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the DAS.

Candidate(s) shall have an affirmative duty to report any violations of this clause by themselves or on their behalf throughout the term of this RFI/RFP process for a Candidate(s).

F. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Any deviations from the RFI/RFP must be clearly defined by the Candidate in its Proposal and, if accepted, will become part of the Proposal. Any specifically defined deviations must not be in conflict with the basic nature of the RFI/RFP, requirements, or applicable state or federal laws or statutes. A "Deviation," for the purpose of this RFI/RFP, means any proposed changes

or alterations to either the former Grand Island Veterans Home redevelopment mission and goals, or deliverables, within the scope of this RFI/RFP. The DAS discourages deviations and reserve the right to reject proposed deviations and the Proposal that the deviations are included in.

G. SUBMISSION OF PROPOSALS

Candidates are not limited to one (1) Proposal only, but are permitted to present multiple, alternative Proposals for the consideration of the Redevelopment Team. Emphasis should be concentrated on conformance to the RFI/RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the Candidate's Proposal(s) is presented in such a fashion that makes evaluation difficult or overly time consuming, the DAS reserves the right to reject the Proposal as non-conforming

H. RFI/RFP PREPARATION COSTS

The DAS shall not incur any liability for any costs incurred by Candidate(s) in responding to this RFI/RFP, including any activity related to making Proposals in the process of seeking a recommendation for presentation.

I. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFI/RFP, at any time before or after it is issued, shall be grounds for action by the DAS which may include, but shall not be limited to, the following:

1. Rejection of a Candidate(s) Proposal.
2. Withdrawal of the recommendation for presentation.
3. Legal action.
4. Suspension of the Candidate(s) from further business with the DAS for the period of time which fairly equates to the seriousness of the violation; such period to be within the sole discretion of the Director of the DAS.

J. BID CORRECTIONS

A Candidate may correct a mistake in a Proposal prior to the time of review by giving written notice to the DAS of its/their intent to withdraw the Proposal for modification, or to withdraw it completely. Changes in a Proposal after review are acceptable only with the permission of the DAS, or in accordance with conditions contained in this RFI/RFP.

K. LATE PROPOSALS

Proposals received after August 5, 2019, at 12:00 Noon, CST will be considered "Late Proposals". Late Proposals will remain unopened unless the deadline is formally extended, or if none of the opened, timely, and reviewed Proposals is deemed appropriate or qualified to be recommended by the Redevelopment Team, in which case the Late Proposals shall then also be opened and reviewed. The DAS, shall not be responsible for Proposals that are late or lost regardless of cause or fault.

L. INFORMATION AND PROPOSAL OPENING

The opening of Information and Proposals shall take place after August 5, 2019, by the Redevelopment Team, or a preliminary group from the Redevelopment Team made up of at least five (5) members.

M. EVALUATION COMMITTEE

Proposals shall be evaluated by a quorum of the members of the Redevelopment Team. A Quorum of the Redevelopment Team shall consist of at least nine (9) members present.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFI/RFP may result in the rejection of the involved Proposal and incur further administrative actions.

N. EVALUATION OF PROPOSALS

All Proposals that are responsive to the RFI/RFP will be evaluated, except for Late Proposals. The Redevelopment Team will conduct a fair, impartial, and comprehensive evaluation of all qualified Proposals.

O. ORAL PRESENTATIONS

The Redevelopment Team may determine that oral interviews/presentations and/or demonstrations are required. Every serious and competitive Candidate may not be given an opportunity to interview/present, and/or give demonstrations; the Redevelopment Team reserves the right, in its discretion, to select only the top Candidate(s) and the finest Proposals to present or deliver oral interviews or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed, the Redevelopment Team reserves the right to make a recommendation without any further discussion with the Candidate(s) regarding the Information and Proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the respective Candidate(s) and it/they will not be compensated by the DAS or the Redevelopment Team.

P. BEST AND FINAL PROPOSAL

If Best and Final Proposals (BAFP) are requested by the DAS and submitted by the applicable Candidate(s), they will be evaluated by the Redevelopment Team. The DAS reserves the right to conduct more than one Best and Final Proposal.

Q. REFERENCE AND CREDIT CHECKS

The DAS reserves the right to conduct and consider reference and credit checks. By submitting a Proposal in response to this RFI/RFP, Candidates grant to the DAS the right to contact or arrange a visit in person with any of the Candidates' clients, customers, business associates, staff, or current and prior affiliates. Adverse, negative, or incomplete reference and credit checks may be grounds to reject a Proposal.

R. NO RECOMMENDATION REQUIRED

The RFI/RFP process does not commit the DAS to recommend an Award be given to any Candidate based upon their Proposal(s).

S. TERMS AND CONDITIONS

The DAS reserves the right to negotiate, reject or propose alternative language with Candidates. If the DAS and a Candidate fail to agree on the terms, conditions, timing, language, or substance of a Proposal, the DAS reserves the right to reject the Proposal in its entirety.

The Candidate(s) should submit with its Proposal any contract, deed, bill of sale, license, agreement, service agreement, franchise agreement, or similar/legal/visionary documents that the Candidate(s) wants incorporated in the Award. These documents may be the subject to negotiation and could be incorporated as Addendums to the Proposal(s) if agreed to by the DAS and the applicable Candidate.

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

- If the DAS as a particular clause, but the Candidate doesn't, then that clause shall control.
- If the DAS and the Candidate, as the second Party, has a similar clause, but not the same, and the clauses don't conflict, then the clauses shall be read together; and
- If both Parties have a similar clause, but the clauses conflict, the DAS clause shall control.

Any ambiguity or conflict in the Proposal itself, discovered after its execution, and not otherwise addressed herein, shall be resolved in accordance with the rules of legal contract interpretation as established in the State of Nebraska.

T. GOVERNING LAW

Notwithstanding any other provision of this RFI/RFP, or any Amendments or Addendum(s) entered into contemporaneously, or at a later time, the Parties understand and agree that: (1) the State of Nebraska, including its DAS, is a sovereign state and its authority is therefore subject to limitation by the State's Constitution, statutes, common law, and regulations; (2) this Proposal and recommendation, if applicable, will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this RFI/RFP or any recommendation must be brought to the State of Nebraska per state law; (4) the person signing any recommendation by DAS, an Addendum, contract, or other legally-binding document on behalf of the DAS does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final recommendation or related legal documents, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of this RFI/RFP, or any related legally-binding document, are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity. All Parties must comply with the applicable state and federal laws, rules, and regulations.

INDEMNIFICATION

1. CANDIDATE'S OBLIGATION

The successful Candidate agrees to defend and hold harmless the State of Nebraska, from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, attorney fees, and expenses ("the claims"), sustained or asserted against the Protected Parties from and against: a) personal injury, death, property loss, damage, or financial detriment arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Candidate, its employees, consultants, representatives, attorneys, consultants, and agents; b) the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, confidential, or proprietary information; and c) any claim with respect to withholding taxes, workers compensation, employee benefits, or other claimed or actual loss relating to personnel.

2. STATE OF NEBRASKA AND DAS OBLIGATION - SELF-INSURANCE

The State of Nebraska, including DAS is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, the successful Candidate may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for

review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law. The Parties acknowledge that the Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, including that of DAS, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

3. ENFORCEMENT OF TERMS, CONDITIONS, DUTIES & OBLIGATIONS

In the event of any litigation, appeal, formal legal or regulatory proceeding, or other partially or fully successful legal action to enforce any provision of the RFI/RFP or the obligations conditioned by or attached to an recommendation, the involved Candidate(s) agrees to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs.

COMPLIANCE WITH CIVIL RIGHTS LAWS & EQUAL OPPORTUNITY

EMPLOYMENT/NONDISCRIMINATION

The Candidates shall comply with all applicable state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Candidates from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (See Neb. Rev. Stat. §48-1101 to 48-1125). The Candidates guarantee compliance with the Nebraska Fair Employment Practice Act, and any breach of this provision shall be regarded as a material breach of this RFI/RFP received by a Candidate. All successful Candidates submitting a proposal shall insert a similar provision in all subcontracts for services covered by a contract pertaining in any way to this RFI/RFP. The DAS shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or disclosed by Candidates pursuant to this RFI/RFP.

CONFLICTS OF INTEREST

Candidates agree that if they employ any individual known to have a conflict of interest with either DAS, Hall County, Nebraska Department of Health and Human Services, The Nebraska State Historical Preservation or the City of Grand Island, such relationship shall be disclosed to DAS with their RFI/RFP Proposal.

ADVERTISING PROHIBITED

The Candidates agree not to refer to the submission of their Proposal, in advertising in such a manner as to state or imply that the Candidate or its services or facilities are endorsed or preferred by the DAS, Hall County, Nebraska Department of Health and Human Services, The Nebraska State Historical Preservation or the City of Grand Island. Any publicity or advertising releases pertaining to the GIVH Redevelopment Project shall not be issued without prior written approval from the DAS.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD

CANDIDATE:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
PRINTED NAME & TITLE OF SIGNER:	
	<hr/> <p>Signature</p>

LIST OF EXHIBITS

Exhibit A. Statistical Information of Campus

Exhibit B. Floor Plans of each of the eight (8) buildings

Exhibit C. Aeronautical View of Campus & Cemetery View

Exhibit D. Legal Descriptions of GIVH Campus, GIVH Cemetery & United Veterans' Club Land

Exhibit A

- Total Gross Square footage of the eight (8) main buildings (footprint) is 268,557
- There is a capacity of 377 beds with 215 individual rooms to support the overall bed count
- There are thirteen private rooms with bathrooms attached. The remaining accommodations share a single bathroom between each two rooms
- The kitchen/cafeteria has served up to 215 residents plus a support staff of another 200+
- The Campus does have an auditorium with a small stage
- There is a chapel, auditorium, meeting rooms, and several training rooms on the GIVH Campus
- Nine residential units have a common dining room/activity space
- All buildings are connected with enclosed walkways that are heated and cooled
- There are approximately 400 parking stalls

Exhibit B (1 of 9)

GRAND ISLAND VETERANS HOME
2300 W. Capital Avenue, Grand Island, NE 68803

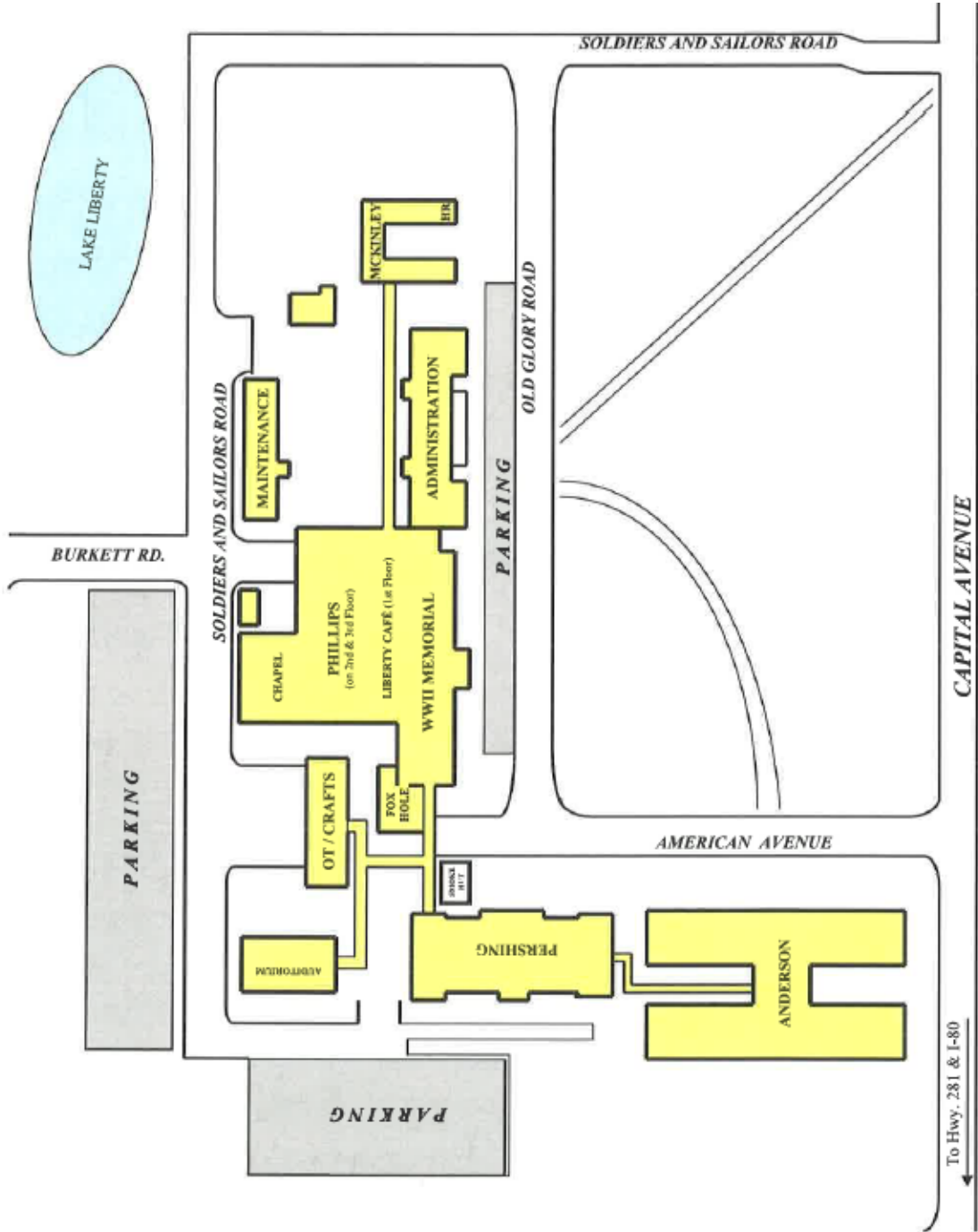


















Exhibit B (2 of 9)

- | | | | |
|---|---|---|--|
| LIFE SAFETY | | UTILITIES CONTROL | |
|  SMOKE COMPARTMENT |  FIRE PULL STATION |  SPRINKLER VALVE |  ELECTRICAL PANEL |
|  SMOKE WALL |  FIRE EXTINGUISHER | | |
|  SMOKE RESISTANT |  FIRE STROBE LIGHT | | |
|  1HR FIREWALL |  EMERGENCY LIGHT | | |
|  2HR FIREWALL |  TORNADO SAFETY AREA | | |
|  CHUTE AREA | | | |
|  EXIT | | | |
|  1 HR CEILING | | | |
|  HVAC SMOKE OR FIRE DAMPER | | | |

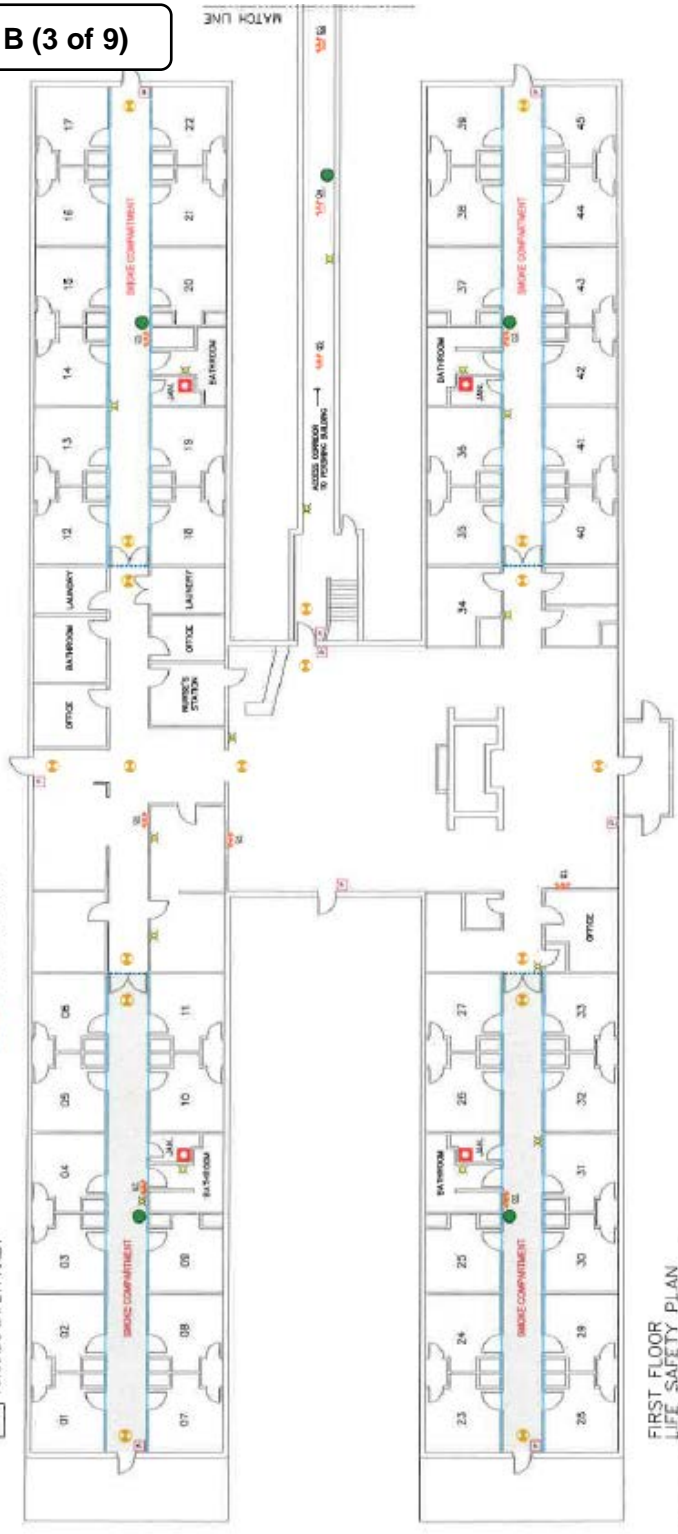


BASEMENT FLOOR
LIFE SAFETY PLAN
SCALE 1/8"=1'-0"

ADMINISTRATION BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

Exhibit B (3 of 9)

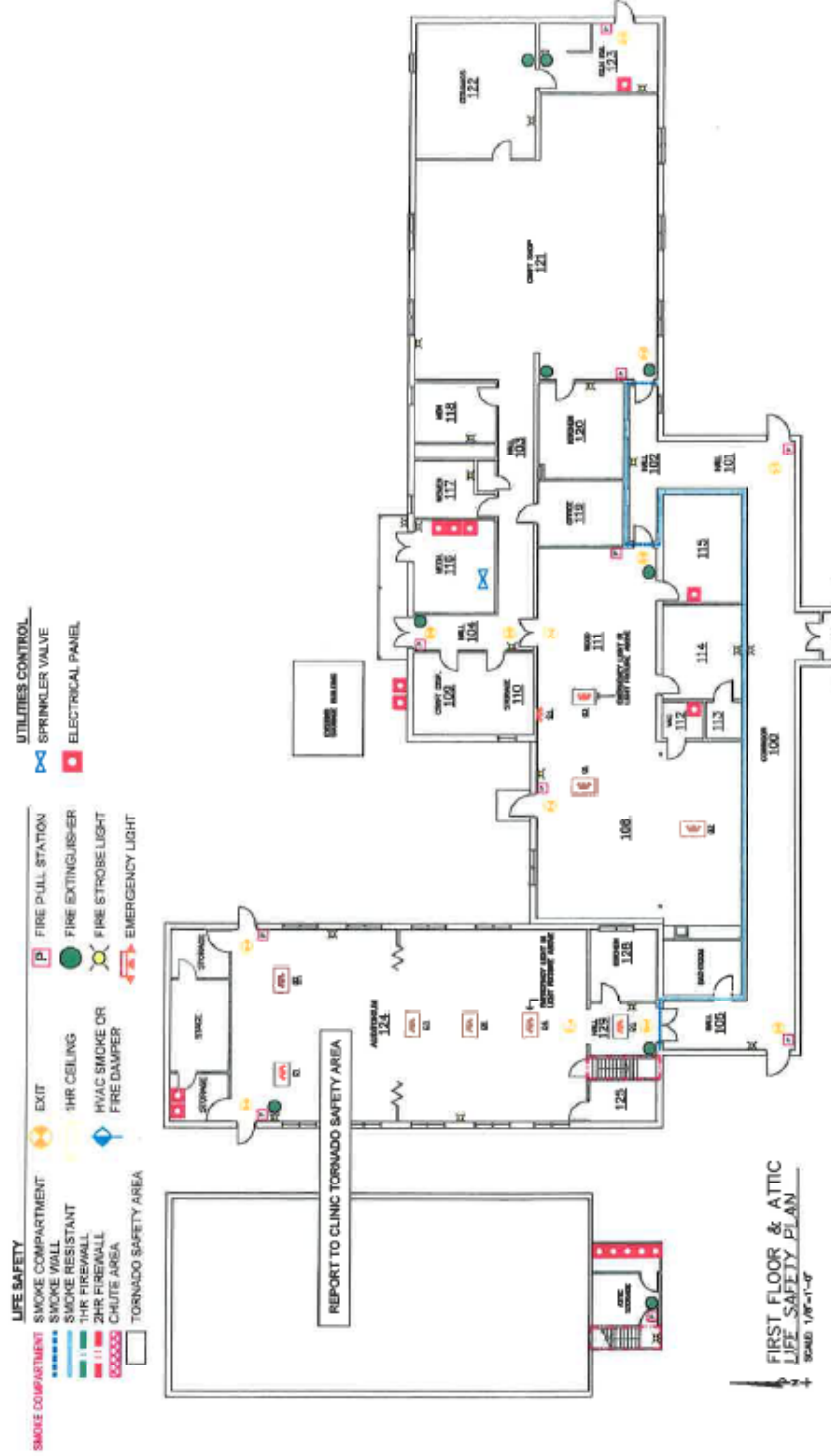
- | | |
|---------------------------|--------------------------|
| LIFE SAFETY | UTILITIES CONTROL |
| SMOKE COMPARTMENT | SPRINKLER VALVE |
| SMOKE WALL | ELECTRICAL PANEL |
| SMOKE RESISTANT | |
| 1HR FIREWALL | |
| 2HR FIREWALL | |
| CHUTE AREA | |
| TORNADO SAFETY AREA | |
| EXIT | |
| 1HR CEILING | |
| HVAC SMOKE OR FIRE DAMPER | |
| FIRE PULL STATION | |
| FIRE EXTINGUISHER | |
| FIRE STROBE LIGHT | |
| EMERGENCY LIGHT | |



FIRST FLOOR
LIFE SAFETY PLAN
SCALE 1/8"=1'-0"

ANDERSON BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

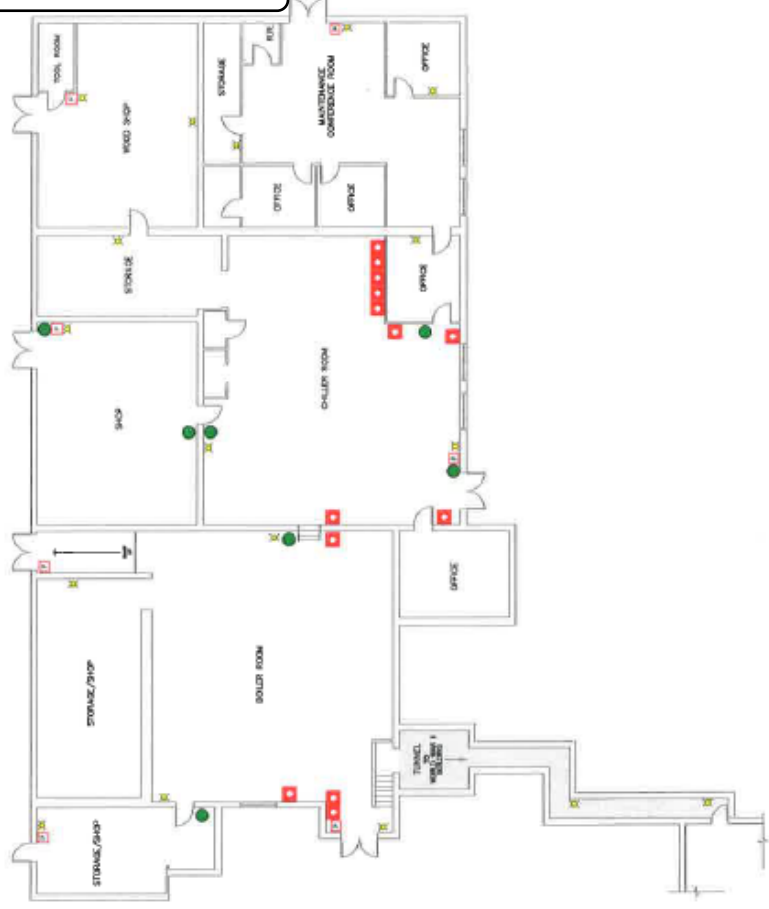
Exhibit B (4 of 9)



AUDITORIUM & CRAFTS / WOODSHOP BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

Exhibit B (5 of 9)

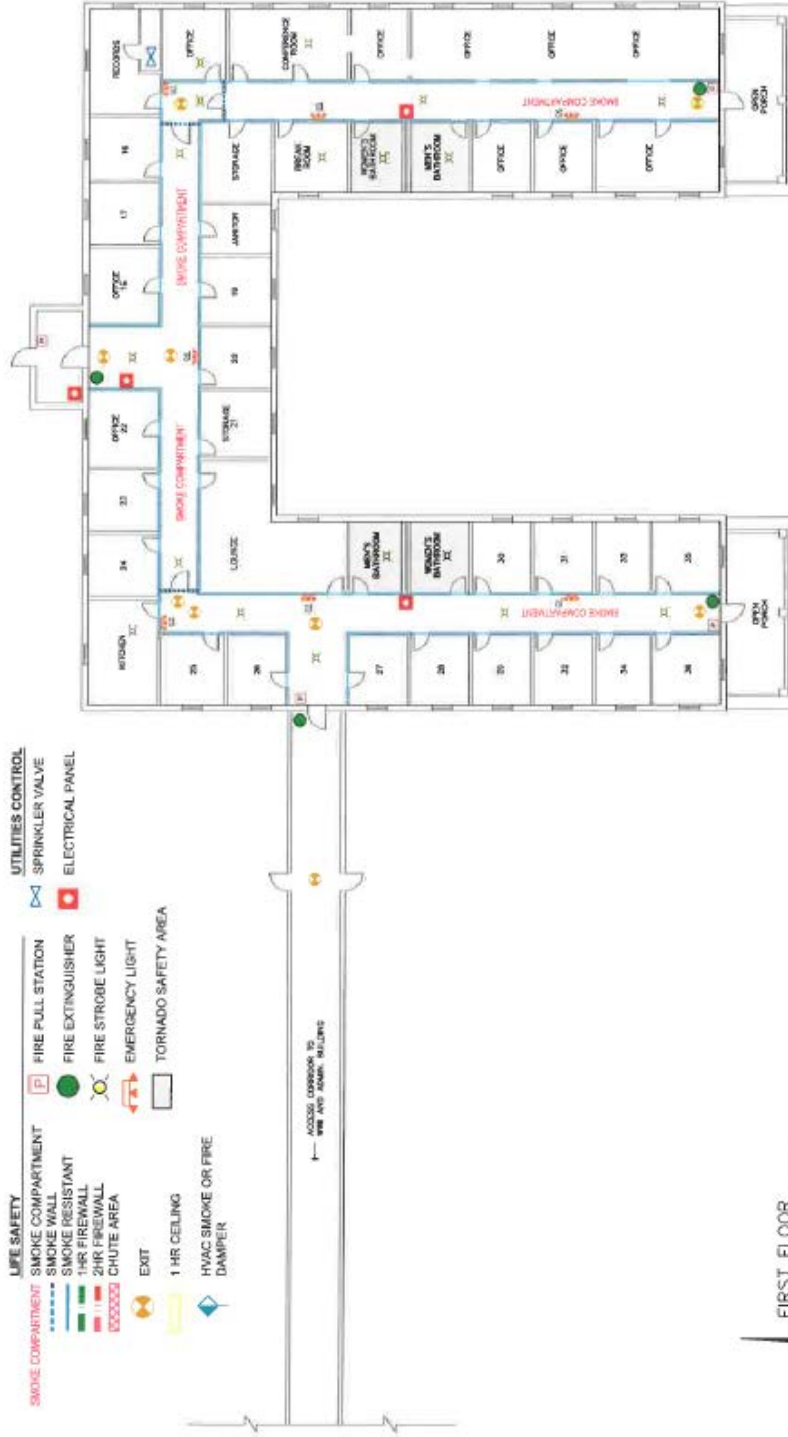
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|---------------------------|--------------------------|
| LIFE SAFETY | UTILITIES CONTROL |
| SMOKE COMPARTMENT | SPRINKLER VALVE |
| SMOKE WALL | ELECTRICAL PANEL |
| SMOKE RESISTANT | |
| 1HR FIREWALL | |
| 2HR FIREWALL | |
| CHUTE AREA | |
| EXIT | |
| 1 HR CEILING | |
| HVAC SMOKE OR FIRE DAMPER | |
| FIRE PULL STATION | |
| FIRE EXTINGUISHER | |
| FIRE STROBE LIGHT | |
| EMERGENCY LIGHT | |
| TORNADO SAFETY AREA | |



FIRST FLOOR
LIFE SAFETY PLAN
SCALE: 1/8"=1'-0"

HEATING PLANT BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

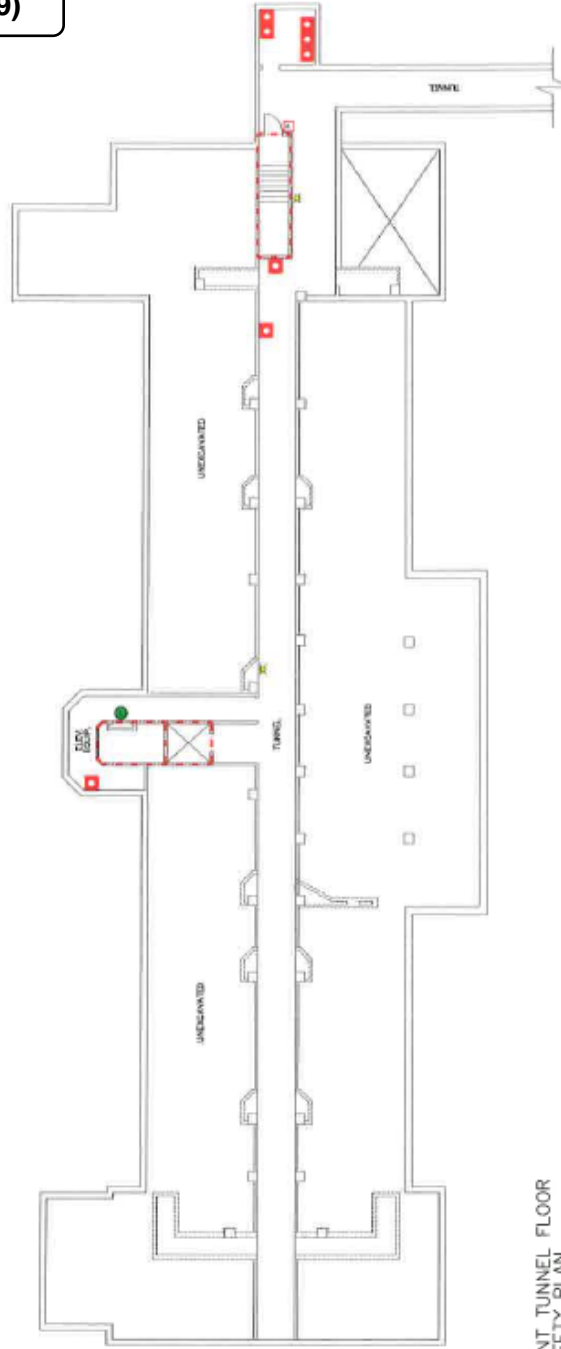
Exhibit B (6 of 9)



**MCKINLEY BUILDING
 GRAND ISLAND VETERANS HOME
 GRAND ISLAND, NEBRASKA**

Exhibit B (7 of 9)

- | | |
|---------------------------|--------------------------|
| LIFE SAFETY | UTILITIES CONTROL |
| SMOKE COMPARTMENT | SPRINKLER VALVE |
| SMOKE WALL | ELECTRICAL PANEL |
| SMOKE RESISTANT | |
| 1HR FIREWALL | FIRE PULL STATION |
| 2HR FIREWALL | FIRE EXTINGUISHER |
| CHUTE AREA | FIRE STROBE LIGHT |
| EXIT | EMERGENCY LIGHT |
| 1 HR CEILING | TORNADO SAFETY AREA |
| HVAC SMOKE OR FIRE DAMPER | |

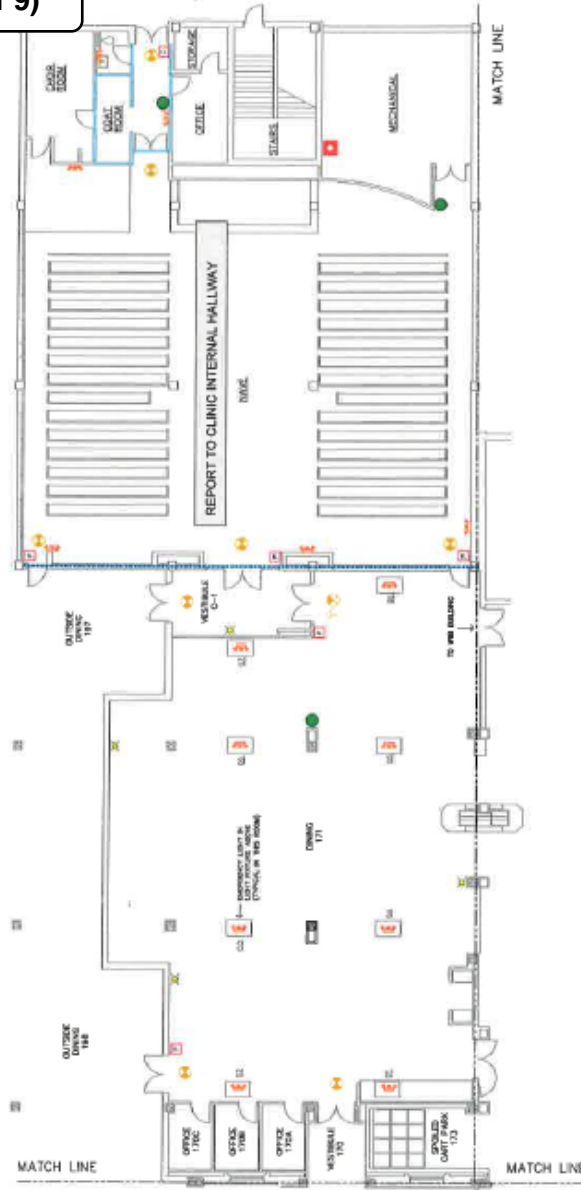


BASEMENT TUNNEL FLOOR
LIFE SAFETY PLAN
SCALE: 1/8"=1'-0"

PERSHING BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

Exhibit B (8 of 9)

- LIFE SAFETY**
 - SMOKE COMPARTMENT
 - SMOKE WALL
 - SMOKE RESISTANT
 - 1HR FIREWALL
 - 2HR FIREWALL
 - CHUTE AREA
 - EXIT
 - 1 HR CEILING
 - HWAC SMOKE OR FIRE DAMPER
- UTILITIES CONTROL**
 - FIRE PULL STATION
 - FIRE EXTINGUISHER
 - FIRE STROBE LIGHT
 - EMERGENCY LIGHT
 - TORNADO SAFETY AREA
- UTILITIES CONTROL**
 - SPRINKLER VALVE
 - ELECTRICAL PANEL



FIRST FLOOR
LIFE SAFETY PLAN
SCALE: 1/8" = 1'-0"

PHILLIPS ADDITION & CHAPEL
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

Exhibit B (9 of 9)

- | | |
|---------------------------|--------------------------|
| LIFE SAFETY | UTILITIES CONTROL |
| SMOKE COMPARTMENT | SPRINKLER VALVE |
| SMOKE WALL | ELECTRICAL PANEL |
| SMOKE RESISTANT | |
| 1HR FIREWALL | |
| 2HR FIREWALL | |
| CHUTE AREA | |
| EXIT | |
| 1 HR CEILING | |
| HVAC SMOKE OR FIRE DAMPER | |
| FIRE PULL STATION | |
| FIRE EXTINGUISHER | |
| FIRE STROBE LIGHT | |
| EMERGENCY LIGHT | |
| TORNADO SAFETY AREA | |



REMAIN IN BASEMENT

NORTH BASEMENT FLOOR
LIFE SAFETY PLAN
SCALE 1/8"=1'-0"

WORLD WAR II BUILDING
GRAND ISLAND VETERANS HOME
GRAND ISLAND, NEBRASKA

Exhibit C

PROPOSED AREA
LOCATION MAP



Exhibit D

□

PARCEL "A"

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2 IN SECTION 6 AND THE SOUTHWEST QUARTER OF SECTION 5, ALL IN TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SECTION 5; THENCE N00°12'38"W (ASSUMED BEARING) ON THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 33.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AND THE POINT OF BEGINNING; THENCE N89°32'47"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 186.55 FEET TO THE EAST RIGHT OF WAY LINE OF WEBB ROAD; THENCE N00°27'35"W ON SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 500.00 FEET; THENCE S86°45'43"E, A DISTANCE OF 279.21 FEET; THENCE S00°12'38"E, PARALLEL WITH THE WEST LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 44.00 FEET; THENCE S89°42'04"E, PARALLEL WITH THE SOUTH LINE OF SAID SOUTHWEST QUARTER, A DISTANCE OF 250.00 FEET; THENCE S00°12'38"E, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 398.00 FEET; THENCE S89°42'04"E, A DISTANCE OF 17.88 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE S00°17'56"W ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 44.00 FEET TO SAID NORTH RIGHT OF WAY LINE; THENCE N89°42'04"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 357.49 FEET TO THE POINT OF BEGINNING, CONTAINING 5.70 ACRES, MORE OR LESS.

PARCEL "C"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER AND THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE N89°03'58"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°16'04"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652; THENCE N89°03'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 470.00 FEET AND THE POINT OF BEGINNING; THENCE CONTINUING N89°03'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 1560.26 FEET; THENCE N89°42'04"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 59.03 FEET; THENCE N00°09'33"W, PARALLEL WITH THE WEST LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 1483.38 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°54'50"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 1694.40 FEET; THENCE S00°16'04"W, PARALLEL WITH THE WEST LINE OF SAID PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133, A DISTANCE OF 1039.63 FEET TO THE POINT OF BEGINNING, CONTAINING 47.00 ACRES, MORE OR LESS.

PARCEL "D"

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 5, TOWNSHIP 11 NORTH, RANGE 9 WEST OF THE SIXTH P.M., HALL COUNTY, NEBRASKA, BEING DESCRIBED AS FOLLOWS: REFERRING TO THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 5; THENCE N89°03'58"W (ASSUMED BEARING) ON THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 796.00 FEET TO THE SOUTHWEST CORNER OF A PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE N00°16'04"E ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 75.00 FEET TO THE NORTH RIGHT OF WAY LINE OF CAPITAL AVENUE AS DESCRIBED AND RECORDED IN INSTRUMENT NO. 201306652 AND THE POINT OF BEGINNING; THENCE N89°03'59"W ON SAID NORTH RIGHT OF WAY LINE, A DISTANCE OF 470.00 FEET; THENCE N00°16'04"E, PARALLEL WITH SAID WEST LINE, A DISTANCE OF 1039.63 FEET TO THE SOUTHERLY RIGHT OF WAY LINE OF OLD NEBRASKA HIGHWAY 2; THENCE S73°54'50"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 27.39 FEET; THENCE S73°57'21"E ON SAID SOUTHERLY RIGHT OF WAY LINE, A DISTANCE OF 460.98 FEET TO THE NORTHWEST CORNER OF SAID PARCEL OF LAND DESCRIBED AND RECORDED IN DEED BOOK 159, PAGE 133; THENCE S00°16'04"W ON THE WEST LINE OF SAID PARCEL, A DISTANCE OF 987.29 FEET TO THE POINT OF BEGINNING, CONTAINING 10.53 ACRES, MORE OR LESS.