

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

1. Request for Qualification and Addenda;
2. A Provider Term Agreement (if awarded);
3. Amendments to the solicitation;
4. Questions and Answers;
5. Contractor's proposal (Solicitation and properly submitted documents);
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, unless otherwise specified in the respective amendment or addendum 2) executed Provider Term Agreement, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

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

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

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

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

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


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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor’s and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>PJB</i>			

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

R. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>PJB</i>			

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

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

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>PJB</i>			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;

- c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

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

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

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person, or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>JH</i>			

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

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increases subsequent to the year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Department of Correctional Services a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>PM</i>			

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


I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>JAB</i>			

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

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

J. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

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

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

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

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

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Independent Contractors	Included
Abuse & Molestation	Included
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Agency: Department of Correctional Services
 Attn: Assistant Materiel Administrator
 Email: DCS.Purchasing@nebraska.gov

These certificates or the cover sheet shall reference the RFQ number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

L. ANTITRUST

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

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.

M. CONFLICT OF INTEREST

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

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

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

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

N. STATE PROPERTY

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

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.

O. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

P. ADVERTISING

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

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

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. DISASTER RECOVERY/BACK UP PLAN

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

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

S. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

T. WARRANTY

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees, and costs.

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Invoices for payment shall be submitted on or before the 5th of the month following the services rendered.

Board of Parole, Business Office
 Division Parole Supervision, Accts. Payable
 421 South 9th Street, Suite 220
 Lincoln, NE 68508

Or may be sent electronically to:
NBOP.invoices@nebraska.gov

Invoices must be correctly submitted for prompt payment. Invoices must be submitted monthly, including but is not limited to:

- Vendor name and address, including Doing Business As (DBA) name, if applicable
- Facility addresses if different than vendor address
- Phone number
- Invoice number
- Invoice date
- Individual Client(s) Last Name and First Initial
- Dates of Service
- Rate of Service (Daily, Weekly or Monthly, as applicable)
- If groups or classes are held, invoices shall include the group/class name, dates group/class sessions were held, and names of attendees for each group/class session.

Inaccurate invoices may be placed into dispute and are not subject to the Prompt Payment Act. Inaccuracies in the invoice must be corrected by the contractor, not the requesting agency.

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two percent (2%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

Form A
Contractor Proposal Point of Contact
Request for Qualification Number 111765 Z6

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

Preparation of Response Contact Information	
Contractor Name:	Frank L. Bailey III LADC, LMHP, LPC
Contractor Address:	1941 South 42nd street Suite 538 Omaha, NE 68105
Contact Person & Title:	Frank Bailey Clinical Director
E-mail Address:	frank.bailey6912@gmail.com
Telephone Number (Office):	402-504-3242
Telephone Number (Cellular):	402-813-2317
Fax Number:	402-504-3882

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

Communication with the State Contact Information	
Contractor Name:	Frank L. Bailey III LADC, LMHP, LPC
Contractor Address:	1941 South 42nd street Suite 538 Omaha, NE 68105
Contact Person & Title:	Frank Bailey Clinical Director
E-mail Address:	frank.bailey6912@gmail.com
Telephone Number (Office):	402-504-3242
Telephone Number (Cellular):	402-813-2317
Fax Number:	402-504-3882

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

By signing this Request for Qualification for Contractual Services form, the contractor guarantees

CONTRACTOR MUST COMPLETE THE FOLLOWING

compliance with the procedures stated in this Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free workplace.

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN

FIRM:	Bell House, LLC
COMPLETE ADDRESS:	6912 Florence Blvd.
TELEPHONE NUMBER:	402-813-2317
FAX NUMBER:	402-504-3882
DATE:	4-3-2022
SIGNATURE:	Frank T. Bairly III
TYPED NAME & TITLE OF SIGNER:	

ATTACHMENT A, Bidder Questionnaire
 RFQ 111765 Z6
 Transitional Living Housing, including Mental Health Programming, for Parole clients

Bidder Name: Bell House/Houses of Hope

Bidder should complete all questions in Attachment A

Location availability											
1.1	Indicate which areas where transitional living will be available:										
Response:											
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/> OTHER (Provide location): </td> </tr> </table>		<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508										
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<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702										
<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											
1.2	Provide the physical address of the Transitional Living with Programming location(s).										
Response: 2604 Fort Street (Men) and 2574 Fort Street (Women's) Bell House, Hope House 3371 Patrick (Men's) Hope Houses											

ATTACHMENT A, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients

General	
2.1	Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.
Response: None.	

2.2	Describe previous work experience with the NBOP and/or Division of Parole Supervision.
Response: We have been working with parole supervision since 2002.	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
Response: There are 26 beds available in the men's houses and 8 beds available in the women's house	

ATTACHMENT A, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients

Programs	
3.1	Describe what programming/education that is provided.
Response: Trauma Focused Moral Reconciliation Therapy, sound interventions, virtual reality therapy, the change company, life skills, budgeting, goal setting.	
3.2	Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming.
Response: Two mental health professionals, three substance abuse professionals, one health care worker, and one case manager.	

**Bell House/Hope Houses/Bailey Counseling
Services Transitional Housing with Mental Health Services
1941 South 42nd Street Suite 538
Omaha, NE 68105**

A. Introduction

The Bell House, LLC (transitional living with programming), Hope Houses (transitional living with programming), and Bailey Counseling Services (therapy) is a partnership that was created this year. Bailey Counseling and the Bell House has been providing transitional living and mental health program for the last 8-years. Frank Bailey is to be the primary contact for our organizations. Here is his contact information:

Frank Bailey LADC, LMHP, LPC – Program Director
Business Phone: 402-504-3242
Fax: 402-504-3882
Cell Phone: 402-813-2317
Email: bailey3counseling@hotmail.com
Website: www.baileycounselingne.com

Mission

As Bell House/Hope Houses/Bailey Counseling this partnership was created to address transitional housing that includes mental health programming. We recognize the need to address transitional housing, mental health, and trauma. The combination of transitional housing with programming and therapy has proven to be highly effective. Simply stated, when a person is in transitional housing, they have issues that need to be addressed in therapy. Over the last 20-years Bailey Counseling has noticed the impact that trauma has on people coming from prison that are in the process of transition. The demographics of the population is the following are from a lower economic class, have childhood trauma, have been incarcerated multiple times or have been incarcerated for over 10-years, have been imprisoned for violent crimes, they have mental health issues, are at high risk of recidivism, have substance abuse problems, and may have health problems. In response, Bell House/Hope Houses/Bailey Counseling has taken a more forward approach in solving this problem. Our goal is to provide healing to the person reentering society from incarceration. Our mission is to reduce recidivism where we can. This process of healing will include present and past approach therapy for the person coming from the correctional setting. In this population, mental health and untreated trauma is a primary problem. Mental Health/Untreated trauma affects the person's ability to be successful at reentry into society. Mental Health/Untreated trauma results in poor emotional regulation, impulsiveness/poor decision making, often resulting in technical violations while on parole and new crimes. Our goal is to apply the brain science and new therapy techniques to help our clientele discover and implement better decision, rather than frustrate, their pathway to healing. At that point, clientele is ready to make the necessary changes to reject recidivism as an option for their future.

B. Corporate Overview

The Bell House has been providing transitional living services for the past 20-years. The last 8-years Bailey Counseling has been providing mental health and substance abuse services to the clientele of the Bell House. What makes this unique is that a person living in the Bell House is able to address their issues that occur in transitional living, with the two services (Bell House/House of Hope and Bailey Counseling) we are providing a solution to the problem. The problem, as attested

immediately below, is the current rate of recidivism. Here are some following quotes about trauma and recidivism:

- An estimated 68% of released prisoners were arrested within the first 3 years, 79% within 6 years, and 83% within 9 years (Apher, Durose, Markman, 2018).
- Eighty-two percent of prisoners arrested during the 9-year period were arrested within the first 3 years (Apher, Durose, Markman, 2018).
- In the study by the United States Department of Justice, 2018 Update on Prisoner Recidivism: A 9 – year follow – up period (2015 – 2019), Nebraska was one of the 30 states.
- In Nebraska, (based on LC/CMI scores) the rates of recidivism are the following medium 19.9%, high 29.0%, and very high 32.2%. (Wiener, p.6, 2017)
- Surveys of trauma exposure among incarcerated men have found rates of trauma exposure ranging from 62.4% to 100%. ([Gibson et al., 1999](#); [Saxon et al., 2001](#); [Wolff et al., 2014](#); [Wolff & Shi, 2009](#); [Wolff, Shi, Blitz, & Siegel, 2007](#))
- Offenders are often exposed to complex histories of trauma: child abuse and neglect, poverty, sexual molestation, witnessing violence, are the most common risk factors for posttraumatic reactions concomitant with antisocial behavior. (Ardino, Milani, & Di Blasio, p. 1)
- Today’s studies are indicating that trauma is a risk factor for recidivism. “In offender populations, rumination can incite an increase in negative emotions and deter prosocial responses such as empathy” (Ardino, Milani, & Di Blasio, p. 1).

The need for this program is enormous. Every person reentering society from prison is living with trauma. There is not a trauma transitional program that exists elsewhere in the state of Nebraska, or even in a 200-mile radius of Omaha. The only program in the Midwest like Bell House / Bailey Counseling is the Midwest Recovery Center (Kansas City, MO). The program we have is the first of its kind in Omaha, NE. The program will be open to anyone willing to parole to the Omaha Area to participate in the program. Our population is male, female, aged 19 – 75. We have been implementing the latest brain science and trauma interventions for the past 4-years. We are more trauma sensitive to the needs of our consumers than most companies in our field. To provide the necessary programming for our companies this is our following organizational structure:

Bell House	
Brenda Mitchell-Bailey	Operations Manager
Sarah Robinson	Operation Manager/Case Manager
Lavelle Wells	Peer support
Hope Houses	
President	Myron Pierce (Mission Church)
Teela Mickles	Director (Compassion in Action Inc.)
Bailey Counseling Services	
Frank Bailey	Clinical Director/Primary Trauma Therapist
George Ottoman	Billing Manager

Jamal Redman	Mental Health/Substance Abuse Therapist
Gina Filla-Maldonado	Substance Abuse Therapist
Jill Granillo	Substance Abuse Therapist
Jamie Walker	Substance Abuse Therapist

The addresses of the houses are the following (Bell Houses) 2604 Fort Street (Men's House), 2574 Fort Street (Women's House), and 3371 Patrick Street (Hope Houses). These houses are zoned R4 and R5, small group living (disabled). The houses 2574 Fort Street is owned by the Bell House and 3371 Patrick Street is owned by the Hope Houses. The 2604 Fort Street House (Bell House) is leased from Five Kings realty.

Contractor Identification and Information

The names of both organizations are the Bell House, LLC and Hope Houses. The Bell House was formed as a limited liability company 06/27/2011. The Bell House has not changed its name 11-years. Our company began in 2002, we did not become incorporated until 2011. The Hope House did not form as a transitional house until 2018,

Financial Statements

The Bell House tax preparation is completed each year by Affordable Taxes and Bookkeeping. This tax preparation company manages all correspondence between the IRS and the Bell House. We have been functioning as a Limited Liability Company for the past 11-years. Since the legal formation of the Bell House our banking institution is Centris Federal Credit Union. The Bell House currently has five employees. But mental health and substance abuse therapy will be provided through Bailey Counseling Services and that company has eight employees. The Hope House has two employees. Over the last 5-years we have intake thirty-six clients a year is our average. Our specialization with these individuals is life skills, programming (mental health/substance abuse), and transition into the community.

Change of Ownership

There will be no change of ownership for either company.

Office Location

Due to the nature of both companies (transitional housing). Both have different office locations. The Bell House office location is 1941 South 42nd street Suite 538 Omaha, NE 68105. The Hope House office location is 2001 North 35th street Omaha, NE 68111.

Relationships with the State

The Bell House has a subgrant contract, Project Integrate, with the Administrative Office of Probation.

C. Summary of Contractor's Corporate Experience

The current contract with the Administrative Office of Probation is a subcontract for Project Integrate. The Project Integrate subcontract began in 2018, at this time there is no end date. Every two years this subcontract is resigned. This grant required the completion of information through to portals (transitional living and a billing portal). The transitional living portal requires that you update the treatment plan every two weeks, documentation of critical events (failures and success), completion of urinalysis results, and discharges. There have been times we have done team meetings with the probation officer and the client. As the clinical director required to assess client's mental health and substance abuse needs entering the house, interacting with client weekly or a every few days based on their mental health and emotional needs, assessing client for complex

trauma, we have people that are on call for emergency situations, and we keep files on each client. The contact person information is the following:

Suzanne Eggert
Contracts & Grants Manager
Administrative Office of the Courts and Probations
402-471-4981
suzanne.eggert@nebraska.gov

Since we have been awarded a portion of this grant, we are the subcontractors. The rate at which our agency was paid is \$2,700 per client based on 84-days of residency. Our responsibilities for this contract are providing transitional services and programming for the residence.

D. Summary of Contractors Proposed Personnel/Management Approach

Two individuals Frank Bailey (Clinical Director) and Brenda Mitchell-Bailey (Operations Manager) facilitate the management of the program. The clinical director's responsibilities are mental health screening, assignment of therapist if the client needs therapeutic services, assignment of group/psychoeducation facilitators, and providing crisis intervention. The operations manager handles contact with the house managers, screening, intakes, applications, and daily operations. We have the capability and capacity to create and handle transitional housing and mental health programming. We have been a subgrant recipient of Project Integrate for the past 4-years. Our agency is required to provide supervision, in – house programming (trauma/mental health), life skills, crisis intervention, conflict resolution, and support for the grant.

E. Technical Approach

The goal of this program is to provide transitional housing with mental health programming to reduce recidivism. The related client-centered objectives include:

1. Stability.
2. Sobriety/Mental Health/Emotional Health.
3. Safety.
4. Transition.

Stability

When the individual enters our transitional program, their basic needs – housing (shelter), clothing, and food are met. An individual can arrive with just the clothes on their back, and we will begin to connect them with services or obtain clothing for them. There is food in the transitional house if a person needs to eat. To develop prosocial skills and positive interaction, men and women prepare meals for the house and eat together 2-3 times a week. Bedding and a place to rest are provided for the individual when they arrive. There is a 12-step meeting once a week in the transitional house, zoom meetings if transportation is issue, and a house meeting once a week. These are the following objectives to accomplish this goal:

1. The individual will be orientated and sign paperwork within 48 hours.
2. The individual will be assessed to establish programming for the next 90 days. They will be screened for referrals (i.e., Charles Drew, 180 Reentry, ReConnect, Mental Health, or Community Alliance).
3. The individual will have access to a computer to apply for employment within the transitional house.
4. The individual will have access to staff (i.e., house manager, case manager, or therapist) for crisis situations is 24 – hours a day.

5. The psychoeducation group meets once a week. The Bell House group is Trauma Focused Motivational Reconciliation Therapy (TR-MRT is a program through by Correctional Counseling, Inc MRT). The Hope House group is Corrective Actions Journal System (Change Companies Inc.)

Objectives 1,2, and 3 will be completed within 7 days. The fourth objective is ongoing. The goal of stability is to establish equilibrium for the individual.

Sobriety/Mental Health/Emotional Health

Individuals reentering society usually face mental and emotional problems that increase their risk of recidivism. Our goal is to provide this programming in a short period of time that is effective and develops emotional stability in the individual. Emotional stability will reduce impulsivity, increase prosocial behaviors, and reduce recidivism of individuals that complete the program. These are the following objectives:

1. The individual will be assessed to develop programming for their emotional stability (i.e., safe sound protocol, EMDR for processing present emotions, dreampads to improve sleep health, binaural beats/adult coloring, and virtual reality therapy).
2. The individual will attend a minimum of four 12-step meetings a week.
3. The individual will have access to therapy during a crisis.
4. The individual will receive help to improve sleep health if needed (dreampad).
5. The client will have access to different therapies (Trauma – Informed MRT, IOP, OP, trauma therapy, or individual mental health) if required by parole, probation, Federal Probation, or court order.
6. The client will decrease in impulsivity and an increase in mental processing due to listening to therapeutic equipment.
7. The client will experience a reduction in stress through provided transportation for the first 45 days for appointments, programming, meetings, and employment as needed.

Currently, the way to develop emotional regulation for a person that has trauma is time-consuming and expensive one-on-one sessions. In contrast, we implement something that is different, short term (10-15 hours), and inexpensive. This intervention can be used with an existing therapy the person is involved with. This intervention assists in the healing process of the Vagus nerve, strengthening the middle ear, and the developing emotional regulation. There is not a similar intervention in Omaha that exists for this population.

Our program addresses the untreated trauma with sound interventions such as Dreampads, Focus-30, Safe and Sound Protocol, Binaural Beats, Change Program, and Trauma – Informed MRT. Our program will use the latest devices that assist in helping the person heal. Every individual in our program is receiving some type of intervention to improve their emotional stability. The increase in emotional stability improves the person's processing of the present moment. This will allow a client to practice the life skills they learn. They will achieve improvement in the following skills:

1. Problem solving.
2. Critical thinking.
3. Communication skills.
4. Decision making.
5. Creative thinking.
6. Interpersonal relationships.

7. Self – Awareness.
8. Empathy.
9. Coping with stress.
10. Coping with emotions.

Improvement in the individual's emotional states decreases impulsivity and decreases the person's risk of recidivism. This program increases public safety because it reduces the person's impulsiveness, leading to better processing in their changing environment. That advances the person's success and functioning as a prosocial person.

Safety

The sense of safety is necessary for the individual to be both grounded and successful as they deal with trauma and successful reentry into society. Our program provides necessary items as a client arrives (help with clothing if needed, food, limited transportation, and support). Our environment in the transitional houses is more of a home setting that helps cultivate prosocial skills. A recent piece that we have added is peer support for individuals in the transitional house. These are people that have been released from prison, are successful, and trained in peer support at Community Alliance by Dr. Jai. Having these trained individuals working with clients increases the clientele's sense of safety as peer support staff provide common ground with clients by sharing their experience. Having a peer support person will reduce the risk of recidivism by clients having empathic support and someone role modeling prosocial behaviors.

Transition

Transition can be defined simply as "the movement from one state to another." Our program supports the transition of those we serve from incarceration to community. Support is created from within the program through house managers, peer support, case managers, therapists, and program individuals. During transition communication is maintained with the supervising officer through phone, email, or text. We also have an open-door policy encouraging the officer to come to the transitional house at any time. We also provide referrals to other community programs, including:

1. 180 Reentry.
2. ReConnect to Success.
3. Charles Drew.
4. One World.
5. Douglas County Mental Health.
6. Generation Diamond.
7. Community Alliance.
8. General Assistance.
9. Heart Ministries.
10. Work Force Development.
11. InRoads (Medication Management).

When a client is first released from incarceration, transportation is provided to all appointments because the client is coming from a controlled environment into an environment that has a tremendous number of social cues. Riding the bus or walking is overwhelming to the person recently released. That is just one example of the support we provide when someone is in transition. Our program also reduces the level of stress an individual experiences.

Method/Service Activities/Service Locations

Our method is a trauma – informed approach. These are the three pillars of trauma informed care (1) safety; (2) connection; and (3) managing emotional approaches. These three pillars are prominent in our transitional housing and therapeutic office. We employ eight principles of informed approach when working with individuals that have a criminal background:

1. Safety.
2. Honesty of all (staff and individuals that are in the program).
3. Accountability.
4. Trustworthy and transparency.
5. Peer support.
6. Collaboration and mutuality.
7. Empowerment and choice.
8. Cultural, historical, and gender issues.

These pillars and principles have been affective with individuals transitioning into our community. Individuals have been involved in service activities in our community. Here are some of the following examples from the past year:

1. Helping people in recovery move into a new home.
2. There are mechanics that are in the transitional house, and they have repaired individual's car in the community at no cost. Just the cost of the part.
3. Have done repair work on other people's homes (hanging doors, painting, repairing windows, and cutting other people's yards).
4. Having barbeques and inviting families and friends.

The service locations of our transitional houses is the following.

1. 2604 Fort Street (Male)
2. 2574 Fort Street (Female)
3. 3317 Patrick Street (Male)

If, awarded the contract services will be able to be delivered April 30, 2022. These services will be provided for the length of the contract.

F. Statistical Information

The number of clients served since 2018 is 160. The average length of stay is 95 days. The Psychoeducation classes that are offered are trauma informed MRT and the Change Program, individual mental health therapy when needed, and sound interventions. This is the following demographic information:

1. Ninety percent of our clients have been convicted of a violent crime in the past or currently.
2. Sixty percent have multiple incarcerations.
3. Five percent have entered the house on a board of mental health.
4. Ninety-five percent have mental health issues.
5. Ninety-eight percent have childhood trauma.
6. Sixty-five percent have juvenile records or were on juvenile probation.
7. Fifteen percent were wards of the state or aged out of the foster care system.
8. Ninety-eight percent have substance abuse issues.

Frank L. Bailey III

6912 Florence Blvd., Omaha, NE 68112 402-813-2317 frankbailey6912@gmail.com

Education

Master of Science Clinical Counseling Bellevue University Bellevue, NE	May 2011
Bachelors Science Psychology Bellevue University Bellevue, NE	May 2004
Associates Applied Science Degree Chemical Dependency Metropolitan Community College Omaha, NE	May 2000

Professional License/Special Training

License Mental Health Practitioner- (Nebraska)
License Professional Counselor-2202 (Nebraska)
License Alcohol Drug Counselor-612 (Nebraska)
Eye Movement Desensitization Reprocessing trained (EMDR)
Acceptance Commitment Therapy (ACT)
Integrative Attachment Trauma Protocol for Children trained (IATP-C)
Trauma Focused Cognitive Behavioral Therapy
Trauma Focused Moral Reconciliation Therapy (MRT)
Safe and Sound Protocol certified (SSP)
Focus-30 listening system certified
Psychosexual Evaluations certified (State of Nebraska Probation)
Static-99R instrument trained
ACUTE 2007 instrument trained
STABLE 2007 instrument trained

Presentations

Frank Bailey (September 2020), Stabilization Program for Reentry Population. The presentation was to people that do programming for state and local corrections, virtual.

Frank Bailey (June 2010), Cognitive Behavioral Therapy with the Reentry Population. Presentation at a workshop, Lincoln, NE.

Awards

2015 Horace Award, Siena/Francis House

Boards

2009-2014 State Alcohol and Drug Counseling Board
2006-2014 Metropolitan Community College Health and Human Service Board

Grants

2004 Microsoft Technology Business Grant
2018 Project Integrate Subgrant
2020 Region 6 Opioid Grant

2020 Vocational and Life Skills Grant (Transitional Housing Program)
Nebraska Department of Corrections

Military Service

1980-1982	United States Army Reserve	Administration
1982-1986	United States Marine Corp	Parachute Rigger

Professional Experience

Bailey Counseling Services, LLC

Private Practice Owner and Clinical Director 2005-Present

- Provide therapy to adults and adolescents using group and individual therapy, crisis intervention, sound interventions, trauma therapy, mental health therapy, and case management.
- Providing Psychosexual Assessment for individuals that register as sex offenders or are being released from prison/jail.
- Providing trauma therapy (EMDR and ACT) and Trauma interventions (SSP and Focus-30) to adults and adolescents.
- Providing consultation and supervision to provisional licensed therapist in the office and providing consultation to other therapist outside of my practice.
- Consultation with Parole Officers, Probation Officers, Federal Probation Officers, Lawyers, Case Managers, and Social Workers.
- Adult and Adolescent Mental Health/Substance Abuse Therapist.

Bell House, LLC

Transitional Housing with Trauma Programming (THTP)

Owner and Clinical Director 2000-Present

- Supervision of sound interventions (SSP, Dreampad, and Interactive Meditation).
- Supervision of peer support workers at the Bell House.
- Providing consultation to managers and case managers.
- Development of trauma programming for reentry population.

Siena/Francis House "Miracles" Program

Clinical Director 2014-2017

- Supervision of ten clinical staff and eight treatment techs.
- Overseeing the clinical operations of the largest treatment program (80 clients) in the state of Nebraska.
- Crisis intervention with clients.
- Weekly staffing with all the other directors at the agency.
- Facilitation of weekly staffing with the clinical staff of the "Miracles" Program.
- Development of trauma therapy in the "Miracles" Program.
- Presentation in the community about the "Miracles" Program.
- Reviewing completed paperwork of therapist.
- Consultation with other professionals outside of the agency.

Siena/Francis House "Miracles" Program

Senior Counselor 2000-2014

- Supervision of practicum students.
- Facilitating men's groups, cognitive-behavioral groups, sex offender group, women's group, education group on trauma.
- Providing substance abuse assessments.

- Individual mental health and substance abuse therapy.
- Consultation with other professionals.
- Completion of paperwork daily.
- Presentations in the community about the “Miracles” Program.

Wiles Counseling and Assessments

Therapist 2010-2012

- Group and Individual therapy based on CBT.
- Substance Abuse assessments adults.
- Mental Health therapy adults.
- Weekly consultation with Sarpy County Drug Court.

Valley Hope

Substance Abuse Supervisor 2008-2009

- Supervision of five professional licensed therapist.
- Supervision of groups.
- Supervision of paperwork.

Greater Omaha Community Action

Substance Abuse Therapist 1998-2000

- Substance Abuse evaluation at the agency and at Douglas County Corrections.
- Facilitation groups at the agency and at Douglas County Corrections.
- Providing individual therapy abuse therapy.
- Consultation with supervisor and other professionals.
- Completion of paperwork.

Professional References

- Willie Hamilton, President/CEO
will@blackmenunited.org
 402-502-2018
 4200 North 30th Street
 Omaha, NE 68104
- Lavon Stennis
 402-934-4933
 1941 South 42nd Street Suite 515
 Omaha, NE 68105
- Blanca Mejia
generationdiamondcorp@gmail.com
 402-546-9978
 4825 South 25th Street, Suite 100
 Omaha, NE 68107

R4(35), R5(35)

Sec. 55-183. - Permitted uses.

The following use types are permitted:

(a) Residential uses.

- Single-family (detached)
- Small group living (disabled)

(b) Civic uses.

- Community recreation
- Day care (limited)
- Local utility services
- Park and recreation services
- Primary educational facilities

(Code 1980, § 55-183; Ord. No. 38198, § 9, 7-29-08)

Sec. 55-203. - Permitted uses.

The following use types are permitted:

(a) Residential uses.

- Single-family residential (detached)
- Single-family residential (attached)
- Duplex residential
- Two-family residential
- Townhouse residential
- Small group living (disabled)

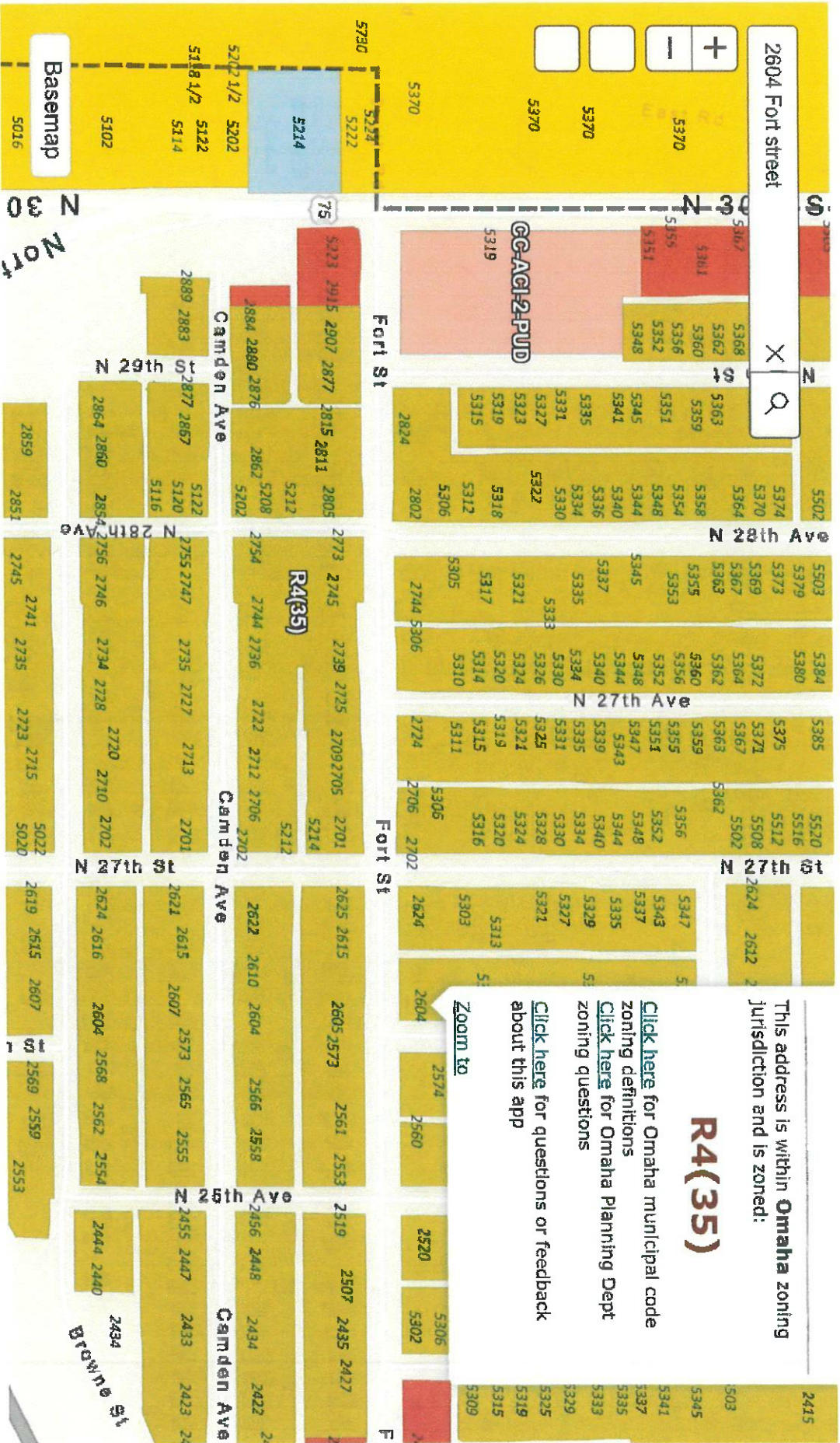
(b) Civic uses.

- Community recreation
- Day care (limited)
- Local utility services
- Park and recreation services
- Primary educational facilities

(Code 1980, § 55-203; Ord. No. 34178, § 7, 5-6-97; Ord. No. 38198, § 10, 7-29-08; Ord. No. 39371, § 3, 6-26-12)

2604 Fort St.

Douglas-Omaha Zoning Lookup



2574 Fort St.

Douglas-Omaha Zoning Lookup

This address is within **Omaha** zoning jurisdiction and is zoned:

R4(35)

[Click here for Omaha municipal code zoning definitions](#)
[Click here for Omaha Planning Dept zoning questions](#)

[Click here for questions or feedback about this app](#)

[Zoom to](#)

