

State of Nebraska Department of Correctional Services on  
 behalf of Nebraska Board of Parole  
**REQUEST FOR QUALIFICATION FOR CONTRACTUAL  
 SERVICES**

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFQ 111765 Z6	March 07, 2022
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
March 28, 2022, 2:00 p.m. Central Time	Julie Schiltz

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Correctional Services (DCS) on behalf of the Nebraska Board of Parole (NBOP), is issuing this Request for Qualification (RFQ) Number 111765 Z6 for the purpose of selecting a qualified Contractor to provide Transitional Living Housing, including Mental Health Programming, for Parole clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

A resulting Provider Term Agreement will be two (2) years commencing upon execution of the contract. A Provider Term Agreement includes the option to renew for two (2) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

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

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

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

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.



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## GLOSSARY OF TERMS

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

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

**After Receipt of Order (ARO):** After Receipt of Order

**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.

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

**Bidder:** A contractor who submits a proposal in response to a written solicitation.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**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.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**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, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Management:** The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.





**Contract Period:** The duration of the contract.

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

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

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

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

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Late 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 for the public opening of received, labeled, and sealed formal proposals.

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

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

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

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**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:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

**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.

**Protest/Grievance:** A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Provider Term Agreement:** An agreement between the State of Nebraska and a provider who agrees to deliver transitional living and/or programming to Board of Parole clients under an agreed-upon contracted amount.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Release Date:** The date of public release of the written solicitation to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Qualification (RFQ):** A written solicitation utilized for obtaining qualification offers.

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

**Responsive Contractor:** A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

**Safe and Sober Living:** also called sober homes and sober living environments, are is defined as facilities that provide safe housing and supportive, structured living conditions for people exiting drug rehabilitation programs. Safe and Sober Living facilities serve as a transitional environment between such programs and mainstream society.

**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 contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order,



contract, and/or solicitation specifications.

**Vendor:** Inclusive term for any Bidder or Contractor

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

**Work Day:** See Business Day.



## ACRONYM LIST

**ARO** – After Receipt of Order

**BAFO** – Best and Final Offer

**BOP**: Board of Parole

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

**LADC**: Licensed Alcohol and Drug Counselor.

**LCSW**: Licensed Clinical Social Worker

**LIMHP**: Licensed Independent Mental Health Practitioner

**LMHP**: Licensed Mental Health Practitioner

**NBOP**: Nebraska Board of Parole

**RFQ** – Request for Qualification

**SPB** – State Purchasing Bureau



**I. PROCUREMENT PROCEDURE**

**A. GENERAL INFORMATION**

The solicitation is designed to solicit proposals from qualified Contractor(s) who will be responsible for providing Transitional Living Housing, including Mental Health Programming, for Parole clients at a competitive and reasonable cost complying to industry standards and deemed appropriate by the Board of Parole. Terms and Conditions, Project Description and Scope of Work, and Proposal instructions, may be found in Sections II through VI.

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

**B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS**

Procurement responsibilities related to this solicitation reside with Nebraska Department of Correctional Services. The point of contact (POC) for the procurement is as follows:

Name: Julie Schiltz  
Agency: Nebraska Department of Correctional Services  
Address: 801 West Prospector Place, Building #1  
Lincoln, NE 68508

Telephone: 402-479-5718

E-Mail: DSC.Purchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*



C. **SCHEDULE OF EVENTS**

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

ACTIVITY	DATE/TIME	
1.	Release RFQ	3/7/2022
2.	Last day to submit written questions via ShareFile: <a href="https://nebraska.sharefile.com/r-r926e4baab6f6477689a5ec58b8317c85">https://nebraska.sharefile.com/r-r926e4baab6f6477689a5ec58b8317c85</a>	3/16/2022
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	03/21/2022
4.	Initial Opening Response submission: <a href="https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2">https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2</a>  Virtual Proposal Opening via WebEx: <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=mb31f64a2b83e42427d3957c24757fb74">https://sonvideo.webex.com/sonvideo/j.php?MTID=mb31f64a2b83e42427d3957c24757fb74</a>	03/28/2022 2:00 PM Central Time
5.	Initial opening evaluation period	03/28/2022 through 04/04/2022
6.	Post initial "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	04/08/2022
7.	Estimated contract finalization period	04/08/2022 – 04/22/2022
8.	Estimated contract award	04/22/2022
9.	Estimated initial Contractor(s) start date(s)	04/22/2022
10.	Additional Openings and evaluations	Continuous
11.	Additional Contractor(s) start date(s)	Continuous



**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFQ provision must be submitted in writing to Nebraska Department of Corrections and clearly marked "RFQ Number 111765 Z6; Transitional Living Services for the Board of Parole Clients Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be uploaded via ShareFile using the links below within the appropriate submission timeframe per the Schedule of Events.

<https://nebraska.sharefile.com/r-r926e4baab6f6477689a5ec58b8317c85>

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor 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 bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

**G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION**

The requirements contained in the RFQ (Sections II thru VI) become a part of the terms and conditions of the Provider Term Agreement resulting from this RFQ. Any deviations from the RFQ in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the Provider Term Agreement. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.



**H. SUBMISSION OF PROPOSALS**

The State will be accepting initial responses until March 08, 2022. The State will continuously accept responses that meet the mandatory requirements until appropriate availability levels of Transitional Living Housing, including Mental Health Programming, are available as determined by Board of Parole or six (6) years from the initial opening date, whichever occurs sooner.

**1. Submitting electronic responses:**

- a. Bidders can upload response via ShareFile using the links below within the timeframe per the Schedule of Events.  
<https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2>

**ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.**

- a. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by NDCS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.
- b. Proprietary Information should be presented in separate files. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

**c. ELECTRONIC PROPOSAL FILE NAMES**

The bidder should clearly identify the uploaded RFQ proposal files. To assist in identification please use the following naming convention:

- i. RFQ 111765 Z6 Company Name
- ii. If multiple files are submitted for one RFQ proposal, add number of files to file names:  
RFQ 111765 Z6 Company Name File 1 of 2.
- iii. If multiple RFQ proposals are submitted for the same RFQ, add the proposal number to the file names: RFQ 111765 Z6 Company Name Proposal 1 File 1 of 2.

It is the bidder's responsibility to ensure the solicitation is received electronically by the date(s) and time(s) indicated in the Schedule of Events

The Request for Qualification form must be manually signed in an indelible manner or by DocuSign and submitted electronically by the proposal opening date(s) and time(s). For the response to be evaluated, the Request for Qualification along with any other requirements as stated in the RFQ must be submitted.

It is the responsibility of the contractor to check the website for all information relevant to this Request for Qualification to include addenda and/or amendments issued prior to the opening date. Website address is as follows: [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/agency-RFQ.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-RFQ.html).

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Qualification for Contractual Services" form, the contractor guarantees compliance with the provisions stated in this solicitation.

**I. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this RFQ, including any activity related to bidding on this RFQ.

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**J. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION**

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

1. Rejection of a contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**K. PROPOSAL CORRECTIONS**

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**M. PROPOSAL OPENING**

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFQ signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**N. MANDATORY RFQ REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Qualification for Contractual Services form signed using an indelible method or DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach;
6. Completed State Cost Proposal Template;
7. Completed Attachment A, Bidder Questionnaire
8. Copies of certifications including but not limited to the following (see V.C.2 and V.D.):
  - a. Insurance
  - b. Professional License(s)
  - c. Use permits
9. Example of reports that include but are not limited to (See V.D.):
  - a. The number of individuals served;
  - b. Average length of stay;
  - c. Types of programming and classes offered; and
  - d. General demographic information.

**O. RFQ EVALUATION COMMITTEE**

Proposals are evaluated by members of an RFQ Evaluation Committee(s). The RFQ Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the RFQ Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFQ may result in the rejection of this proposal and further administrative actions.

**P. EVALUATION OF RFQ PROPOSALS**

All proposals that are responsive to the RFQ will be evaluated to verify if the bidder will qualify for a Provider Term Agreement. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.

Responses that meet and/or exceed the mandatory requirements (see Section I.N.) will be evaluated. Responses that do not meet and/or exceed the mandatory requirements as indicated in the RFQ will not be evaluated.

After the initial opening, responses that meet the minimum requirements, will be evaluated on an ongoing basis until appropriate availability levels of Transitional Living Housing, including Mental Health Programming, are available as determined by Board of Parole.

In order to be evaluated, the response must meet the following mandatory requirements:

1. Meets and/or exceed the mandatory requirements (see section I. Procurement Procedure N. Request for Qualifications Requirements); and
2. Appropriate level of licenses, certifications and permits for Transitional Living Housing, including Mental Health Programming and;

Responses must have a minimum score of 15 out of 25 points in the Corporate Overview and a minimum score of 40 out of 60 points in the Technical Approach to qualify for a Provider Term Agreement.

Responses may be for any or all types of service(s) (see section V.C.2.) and/or locations (see Cost Proposal). Scoring will be based on responses to questions provided Attachment A, Cost Proposal and Corporate Overview.

The State reserves the right amend the scoring thresholds described above if the State determines that doing so is in the best interest of the State.

**The quality of performance of previous contracts may be considered when evaluating responses to competitively bid solicitations.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible contractor, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident contractor, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and dally business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria will be released with the solicitation.

**Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

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

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

**R. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

**S. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**T. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFQ;
2. Extend the time of or establish a new proposal opening time;



3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFQ;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

Provider Term Agreements may be awarded to the provider(s) who have scored a minimum of 15 out of 25 points in the Corporate Overview and 40 out of 60 points in the technical approach at the cost provided on the cost proposal or a negotiated priced that is determined by the Board of Parole as an industry standard. Award(s) of a Provider Term Agreement will be determined by the State by considering the transitional housing and mental health programming offerings and locations on an as needed basis.

Under no circumstance is the State obligated to extend a Provider Term Agreement to a respondent to the RFQ.

Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

**U. ALTERNATE/EQUIVALENT PROPOSALS**

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable, therefore.

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

**X. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.



**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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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.

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**M. INDEMNIFICATION**

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

**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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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.

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**Q. FORCE MAJEURE**

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

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:
MJC			N/A

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 (l)(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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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.



J. INSURANCE REQUIREMENTS

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

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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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](mailto: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.





**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:
MJC			N/A

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:
MJC			N/A

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.



**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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://nita.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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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:
MJC			N/A

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 5<sup>th</sup> of the month following the services rendered.

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

Or may be sent electronically to:  
[NBOP.invoices@nebraska.gov](mailto: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.

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**D. INSPECTION AND APPROVAL**

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

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:
MJC			N/A

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:
MJC			N/A

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.



## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The contractor should provide the following information in response to this solicitation.

### A. PROJECT OVERVIEW

The Nebraska Board of Parole / Division of Parole Supervision is seeking Contractors to provide transitional housing including mental health programming, for parole clients. The objective of this project is to provide transitional housing and housing support services to adult parole clients in a monitored environment that allows parole clients to live independently. The target population for this housing opportunity is offenders released from the Nebraska Department of Correctional Services under the supervision of the Nebraska Board of Parole / Division of Parole Supervision who do not have an acceptable home/family placement.

This transitional living is intended to be temporary transitional housing until the parole client obtains employment or other stable income and appropriate housing. Although there is no minimum length of stay, the typical length of stay ranges from six (6) to eight (8) weeks. It is estimated that some parole clients may reside in the transitional housing for up to six (6) months prior to establishing other permanent housing. These figures are estimates and in no way are a guarantee of a specific length of stay.

NBOP is targeting certain metropolitan areas of the state to provide housing based on the number of homeless parole clients returning to various communities over the past fiscal year, which are able to provide some level of mental health programming. Mental health programming is not required, but it will be a factor considered when awarding contracts.

### B. PROJECT ENVIRONMENT

Contractors who provide mental health programming must have licensed mental health professionals on staff. Contractors must also meet the required local zoning ordinances and requirements applicable to the physical address of the transitional living facility or have obtained special use permits applicable to their geographic areas. Contractor must provide documentation that the transitional living facility is owned or leased by the Contractor and update ownership as any changes occur.

### C. SERVICE REQUIREMENTS/ IN SCOPE SERVICES

1. Provide participants a safe, secure short-term transitional living opportunity to individuals released from the Nebraska Department of Correctional Services for parole supervision by the NBOP / Division of Parole Supervision.
  - a. The transitional living residence should be located within the State of Nebraska, preferably in or near a city of the first class as defined in Neb. Rev. Stat. 16-101, a city of the primary class as defined in Neb. Rev. Stat. 15-101, or a city of the metropolitan class as defined in Neb. Rev. Stat. 14-101.
2. Service requirements include one of three tiers or types of transitional housing listed below:
  - a. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals;
    - i. Staffing Requirements: A mental health professional licensed by the Division of Behavioral Health for the State of Nebraska must be part of the staff. Acceptable licensure includes but is not limited to psychologists, LCSW, LIMHP, LMHP and LADC.
    - ii. Examples of classes or programming include but are not limited to behavioral health, substance abuse, and life skills.
  - b. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living;
    - i. Staffing Requirements: Staff providing classes or programming must have credentials in the field of study (see C.b.i.1 above).
    - ii. Examples of classes include but are not limited to behavioral health, substance abuse, and life skills.
  - c. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.



**D. REQUIREMENTS**

The Contractor must meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities. These laws and ordinances must include, but not be limited to, any governing body under which the State may operate now or in the future. The documentation for this standard shall include copies of all annual licensing and inspection certificates indicating conformance to all local fire, health, building, and zoning regulations.

1. Program Requirements: The Contractor should have a policy and procedure/operation manual that is accessible to all employees and volunteers. The manual should include:
  - a. Fiscal Management; including a strict prohibition on collecting or utilizing government aid and/or assistance provided directly to or received by an individual, e.g., food assistance benefits, for the benefit of the Contractor
  - b. Personnel;
  - c. Intake;
  - d. Housing support services – Contractor shall implement a housekeeping and maintenance plan and the facility shall be maintained in a clean manner and in good repair;
  - e. Resident rules and regulations, which shall be readily available to all residents;
  - f. Resident grievance and appeal process policy;
  - g. Resident case records; and
  - h. Written emergency plans that are received and updated annually. Plans should be communicated to all employees and residents and be conspicuously posted in the facility. Emergency fire and disaster drills should be conducted on a regular basis and documented.
2. Providers shall coordinate activities for Parole with the Director of Supervision and Services and shall abide by all Rules and Regulations as set forth by the Parole, which can be found at <https://parole.nebraska.gov/rules>
3. The Contractor should establish a staffing pattern that ensures that staff will be available to assist and monitor parole clients as needed.
  - a. The staffing plan should ensure that coverage is available in the event of vacancies due to vacation, extended illness.
4. The Contractor shall establish a means of limiting ingress into the facility.
5. An unusual incident is defined as an event outside the normal rules and regulations of the housing provider, or an incident that may have the potential to disrupt a safe, sober and/or drug-free environment. Any unusual incidents shall be reported in writing to the Director of Supervision and Services within 24 hours. A copy of the incident report should be maintained in the parole client's/resident's record.
6. The Contractor must maintain the following records for each parole client residing in the facility:
  - a. Intake and termination forms;
  - b. A signed copy of resident rules and regulations, as requested by NBOP
  - c. Unusual incident reports as appropriate; and
  - d. Grievance forms.
7. The Contractor shall be duly authorized to conduct business in the State of Nebraska and shall provide a copy of the following forms, if applicable to type of entity:
  - a. Articles of incorporation or constitution
  - b. By-laws
  - c. Federal tax identification number
  - d. A current list of the board of directors, their occupations, and addresses.
  - e. Nebraska Secretary of State, as appropriate.
8. The Contractor must implement a policy and procedure that prohibits any current parole client from being assigned to a position of authority over another parole client. Prohibited assignments include, but are not limited to, performing, or assisting in any security duties or providing parole client services or permissions such as commissary or telephone calls.
9. The Contractor must identify the assigned transitional living point of contact any/all potential areas of concern and the mitigation plan. Areas may include but not limited to: staffing, cleanliness, and/or building code deficiencies.
10. Individualized length of stay based on the progress. The typical length of stay ranges from six (6) to eight (8) weeks. These figures are estimates and in no way are a guarantee of a specific length of stay.

11. No maximum or minimum class size is required.
12. Upon request, Contractor(s) will provide NBOP with reporting for data evaluation purposes. Reports may include but are not limited to:
  - a. the number of individuals served;
  - b. average length of stay;
  - c. types of programming and classes offered; and
  - d. general demographic information.
13. Contractor(s) shall always maintain the confidentiality and dignity of clients. Disclosure of information shall be controlled by Part 2 of Title 42 of the Code of Federal Regulations, (42 C.F.R. Part 2), which governs the confidentiality and recipient re-disclosure of substance abuse patient records.
14. Site Location: The Contractor(s) should list the addresses offered to the NBOP/Division of Parole Supervision. **If offering multiple sites, a cost proposal should be submitted for each site location.**

**E. DELIVERABLES**

Contractor(s) will house, provide programming, and communicate fully and completely with NBOP staff regarding client needs and/or issues.



## VI. PROPOSAL INSTRUCTIONS

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

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

### A. PROPOSAL SUBMISSION

#### 1. CORPORATE OVERVIEW

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

##### a. CONTRACTOR IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized. ✓

##### b. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the contractor's financial or banking organization. ✓

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

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

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation. ✓

##### c. CHANGE OF OWNERSHIP

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

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE

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

##### f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

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

**g. CONTRACT PERFORMANCE**

If the contractor or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default. ✓

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

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

**h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

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

The contractor should address the following:

- i. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. ✓
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor. ✓

**i. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

The contractor should present a detailed description of its proposed approach to the management of the project.

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

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

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

**j. SUBCONTRACTORS**

If the contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

1. name, address, and telephone number of the Subcontractor(s);
2. specific tasks for each Subcontractor(s);
3. percentage of performance hours intended for each Subcontract; and
4. total percentage of Subcontractor(s) performance hours.



**5. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

**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:	Michael House
Contractor Address:	6607 Maple Street, Omaha, NE 68104
Contact Person & Title:	Michael Corrado, President
E-mail Address:	mjc.michaelhouse@gmail.com
Telephone Number (Office):	402-830-1175
Telephone Number (Cellular):	402-917-0926
Fax Number:	877-202-9984

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:	Same as above
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	



## 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.

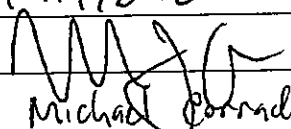
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

MJC 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.

MJC 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:	Michael House
COMPLETE ADDRESS:	6607 Maple Street, Omaha, NE 68104
TELEPHONE NUMBER:	402-917-0926
FAX NUMBER:	877-202-9984
DATE:	12/14/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Michael Corrado, President



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## **ATTACHMENT A, Rev1** **Bidder Questionnaire Answers**

2.1 – We have daily case management meetings for all case managers to discuss client issues and case management. We have meetings weekly on Mondays with Parole. We also have company weekly meetings on Thursday for all staff with the MH president. At these meetings, we discuss any upcoming challenges or present issues. We make an action plan immediately. At the following meeting, we discuss how the challenge was handled and if it requires further action.

3.1 –

Behavioral Health Treatment Programming - Upon recommendation from the drug/alcohol evaluation we would provide the following during their voucher period:

- Intensive Outpatient Treatment – Mondays, Wednesday, Thursdays, 8-10 hours per week for 7 week, then:
- Outpatient Treatment – Tuesdays, 1-3 hours per week for 7 weeks,
- Aftercare, 2 times per month for 3 months, then:
- Aftercare, 1 time per month for 3 months
- Individualized Outpatient Treatment
- Individual or Family Counseling

Educational Programming – MH provides educations on a case-by-case basis such as: financial classes, disability application, snap classes, life skills, cooking, anger management, family reunification, job applications, resume assistance

3.2 –

Carla Habrich; LADC, LIMHP

Will hire more staff if required to meet workload

4.1 – MH has purchased three new properties in the last two years. Two of the properties are 4825 and 4821 Ames in Omaha. This location provides 24/7 supervision with greater oversight of the clients. It also features 10 – 2 bedroom, one bath apartments where our case managers also has an office.

2648 Washington is a new location we have added in Lincoln to better serve the incoming clients release from incarceration.

At the remainder of our properties, we have incorporated security cameras for better supervision of clients.



## Technical and Cost Proposal

### A. Proposal Submission

#### 1. Corporate Overview

##### a. Contractor Identification and Information

1. Michael House (MH) is a DBA of MAK Development LLC. The address is 6607 Maple Street, Omaha, NE 68104. MH is incorporated in Nebraska starting in 2017. MH has not changed in form or organization since inception.

##### b. Financial Statements

1. MH is a privately held business.
2. Financial Status: MH has contracts with State of Nebraska – Probation and State of Nebraska – Parole and have continued business relationships for over 4 years. MH also has grants from DHHS and other organizations. MH will not solely rely on this proposed contract for financial viability.
3. Banking Reference: Please see attached good letter of standing from our bank, Bank of the West.
4. Accountant: Our accountant is Dorr Accounting, 101 N Main Street, #6, Oakland, IA 51560
5. MH has no judgements, pending or expected litigation which can affect our viability or stability of our organization, or no such condition is known to exist.
6. MH welcomes any credit checks the State may require to be performed.

##### c. Change of Ownership

1. MH is not anticipating a change of ownership in the next 12 months. MH will notify the State if any change occurs.

##### d. Office Location

1. 6607 Maple Street, Omaha, NE 68104

##### e. Relationships with the State

1. MH has had many clients from State of Nebraska – Probation and Parole over the last 4 years. I would estimate over 450 clients. MH also has had contracts with VLS, DHHS, and JAG. All contracts are continuing or ended in good standing.

##### f. Contractor's Employee Relations to State

1. MH does not employ anyone who was previously employed by the State of Nebraska.

##### g. Contract Performance

1. MH has never been terminated by default or non-performance.

##### h. Summary of Contractor's Corporate Experience – Prime Contractor

1. State of Nebraska – Parole
  - a. 12/2018 - Present
  - b. 30 days to 90 days per client, no cap on number of clients
  - c. Completion date – Still Ongoing
  - d. Responsibilities – Provide transitional housing to parole clients, assist with employment, transportation to

- 
- supportive services when available, provide case management, provide MRT training, and guide client to permanent housing
  - e. Contact Name - Ken J. Quinn, Assistant Director of Supervision - Field Services - Division of Parole Supervision, [ken.quinn@nebraska.gov](mailto:ken.quinn@nebraska.gov), 402-471-1284
  - 2. State of Nebraska – Probation
    - a. 10/2018 - Present
    - b. 30 days to 135 days per client, no cap on number of clients
    - c. Completion date – Still Ongoing
    - d. Responsibilities - Provide transitional housing to probation clients, assist with employment, provide case management, provide 24/7 awake supervision, and guide client to permanent housing
    - e. Contact Name – Amber Pace, Programs and Services Specialist - Adult Probation Services Division, [amber.pace@nebraska.gov](mailto:amber.pace@nebraska.gov), 402-853-0087
  - 3. DHHS – Region VI
    - a. 9/2022 thru 10/2022
    - b. 90 days, 2,610 days in budget, 2,610 days utilized
    - c. Completion date – 10/2022
    - d. Responsibilities - Provide transitional housing to individuals with opioid or amphetamine abuse, assist with employment, provide case management, and guide client to permanent housing
    - e. Contact Name – Jennifer Determan, Manager of Housing Services, [jdeterman@regionsix.com](mailto:jdeterman@regionsix.com), 402-444-7718
  - i. Summary of Contractor’s Proposed Personnel/Management Approach
    - 1. Approach to the management of the project
      - a. President - Michael Corrado
      - b. Operations Manager - Julie Knight – oversees all employees, Ensures contract requirements are met and daily tasks are complete.
      - c. Intake – Christine Tannehill
      - d. Behavioral Therapy Programming: Carla Habrich, LADC, LIMHP
      - e. Education Programming – Christine Tannehill
      - f. Employment - Christine Tannehill
      - g. Case Management - Christine Tannehill
      - h. Transition to permanent housing - Connie Esser
      - i. Discharge - Connie Esser
      - j. Supplies- Connie Esser
      - k. Building Maintenance – Chuck
      - l. Rule Enforcement / UAs - Connie Esser
      - m. Billing/Accounts Receivable - Debby Powell
  - j. Subcontractors

1. MH will not utilize any subcontractors.

B. Technical Approach

1. Understanding of the project requirements

- a. This is a two-year agreement that includes an option to renew for an additional two two-year periods once mutually agreed
- b. MH agrees to provide transitional living housing including behavioral therapy programming for Parole clients
- c. MH agrees to be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements
- d. MH agrees to not commit any ethical violations
- e. MH agrees to have required insurance coverage
- f. MH agrees to provide a monitored environment that allows parole clients to live independently. All houses have a live-in manager.
- g. MH agrees to meet or exceed all standards, regulations, laws, and ordinances as adopted by federal, state, and local authorities
- h. MH agrees to have a policy and operations manual that is accessible to all employees regarding fiscal management, intake, housing support services, resident rules, resident grievance and appeal process policy, resident case records, written emergency plans
- i. MH agrees to coordinate activities for Parole with the Director of Supervision and Services and shall abide by all rules and regulations set by Parole
- j. MH agrees to establish a staffing pattern that ensures staff will be available to assist and monitor parole clients as needed. The plan will include coverage is available in the event of vacancies due to vacation or illness
- k. MH agrees to limit ingress into the facility
- l. MH agrees to report to the Director of Supervision within 24 hours of an unusual incident
- m. MH agrees to maintain the following records: intake and termination forms, signed copy of resident rules and regulations, unusual incidents reports, grievance forms
- n. MH has submitted to the State of Nebraska: articles of incorporation, bylaws, federal tax identification number, list of board of directors
- o. MH agrees to prohibit any current parole client from being assigned a position of authority over another parole client.
- p. MH identifies the President, Michael Corrado, as the point of contact for any concerns and a mitigation plan.
- q. MH agrees that the client's length of stay varies and depends on the client's progress. Typical stay is 6 – 8 weeks but are in no way guaranteed
- r. MH agrees that no maximum or minimum class size is required
- s. MH agrees to provide data upon request which includes, number of individuals served, average length of stay, types of programming and classes offered, and general demographic information

# Michael House

Safe. Sober. Better.

6607 Maple Street

Omaha, NE 68104

402-830-1175

[www.livemichaelhouse.com](http://www.livemichaelhouse.com)

[hc3.michaelhouse@gmail.com](mailto:hc3.michaelhouse@gmail.com)

- 
- t. MH agrees to maintain confidentiality and dignity of clients controlled by 42 CFR Par 2.
  - u. Site Locations
    - 1. 3212 N 61<sup>st</sup> St Omaha, NE 8 beds
    - 2. 3870 Hamilton Omaha, NE 8 beds
    - 3. 4821 Ames Ave Omaha, NE 20 beds
    - 4. 4825 Ames Ave Omaha, NE 20 beds
    - 5. 2648 Washington Lincoln, NE 9 beds
    - 6. 5203 Walker Lincoln, NE 9 beds
    - 7. 315 N 35<sup>th</sup> Lincoln, NE 12 beds
  - 2. Scope of work
    - a. General demographic information
      - a. We accept clients are 18 and older. We do not discriminate against any sexual orientation, gender, religion, sex offenders, but instead, accept clients depending on their desire to stay alcohol/drug free, follow our house rules, and transition to permanent housing.
      - b. Number of individuals served
        - i. No maximum or minimum required, but currently we house about 24
      - c. Average length of stay
        - i. 4- 8 weeks is expected but not guaranteed, however, currently we average:
          - 1. Parole clients on a voucher – 44 day average
          - 2. Parole clients on self pay – 32 day average
      - d. Types of programming and classes offered during voucher period
        - i. Behavior Based by a LDAC and/or LIMHP
          - 1. Intensive Outpatient Therapy
          - 2. Outpatient Therapy
          - 3. Aftercare
          - 4. Individualized Therapy
          - 5. Family Therapy
        - ii. Education Based
          - 1. Financial classes
          - 2. Resume building
          - 3. Employment and Mock-Interviews
          - 4. SNAP
          - 5. Drivers License, Birth Certificate and Security card
          - 6. Anger Management
          - 7. Family Reunification
          - 8. Life Skills
    - b. Proposed development approach
      - a. Our houses are spread out in different locations to help aid the resident to escape negative influences in different parts of town.
      - b. We have one full-time vehicle that transports our residents to appointments, job interviews or counseling sessions. However,

- independence is strongly encouraged to find their own transportation. All of our houses are positioned within one mile from the nearest bus stop.
- c. Our houses are equipped very similar to a single-family home. The houses are furnished with beds, dressers, a living room with couches and a flat screen television. Our kitchens and fridge are fully stocked with pantry items and food so our residents can cook and meal plan. We have laundry facilities with WIFI and telephone. We provide hygiene, blankets, sheets, and pillows as well.
  - d. We have live-managers at each house for supervision. Wake-up is at 7am where we have a motivational meeting then a 10pm curfew that all residents must follow. We also have a Case Manager that oversees all the live-in managers and all houses.
  - e. Our houses are designed and furnished to feel as little as a facility as possible, but instead, like a home a person can hope to grow up and raise a family in. The aim is to provide programming and therapy in an environment not different from the life that a client can expect when they leave our house. It is important to make the client feel comfortable in their environment, but to keep on track with life goals, employment, and financial independence. We have no affiliation with any religion, but we do encourage spirituality and self-worth, so we encourage and welcome all religions.
  - f. All our clients have constant direction coming from all house managers and, case managers to encourage safe, clean, sober, and a motivational environment. All classes and one on one meetings focus on growth, guidance on strategies to motivate and enhance the client to work on mental, physical, emotional, spiritual, financial aspects with a moral compass providing wrap around services. We have a lot of supportive assistance from community organizations that also coordinate and communicate with staff to ensure compliance.
  - g. We work on employment retention and work with apartments and landlords for transition placement opportunities.
- b. Technical considerations
    - a. MH have already been performing the identical services as proposed in this agreement for over two years for Parole. MH is continuing to improve the processes and communication with Parole to better serve the clients in their transition to permanent housing.
    - b. We will continue to partner with additional local community partners to provide 360 degree wrap-around services to the clients.

- c. If parole exceeds our capacity of the number beds that we currently have, we are able to expand to add another property. In the past, we have been able to do this within 60 days.
- d. We have a full-time handyman/maintenance supervisor that performs all emergency and continuing maintenance.
- e. Our houses have security cameras in all living areas and exterior areas except the bedroom and bathrooms.
- f. We perform random UA/breathalyzer testing
- c. Detailed project work plan – Therapy
  - a. Review drug and alcohol evaluation and plan therapy
  - d. Intensive Outpatient Treatment – Mondays, Wednesday, Thursdays, 8-10 hours per week for 7 week, then:
  - e. Outpatient Treatment – Tuesdays, 1-3 hours per week for 7 weeks,
  - f. Aftercare, 2 times per month for 3 months, then:
  - g. Aftercare, 1 time per month for 3 months
  - h. Individualized Outpatient Treatment
  - i. Individual or Family Counseling
- j. Detailed project work plan – Activities
  - a. Week One
    - i. Clients are required to review house rules and sign an agreement for expectations. This can be done in treatment or while incarcerated. Intake forms are filled out to review that the client's basic needs are met. These needs can include hygiene, medication, evaluations, and referrals to resources in the community.
    - ii. The House Manager provides a tour of the house.
    - iii. We review chores to be completed. They are split equally to the residents in the house. Each common room has a list of requirements that are expected from each client if they are on that chore for the week.
    - iv. There is a log out sheet that all clients are expected to use when they are leaving the house for the day. There is also a calendar that lays out scheduled meetings and programming.
    - v. We transport our clients to ensure their needs are met without barriers.
  - b. Week Two
    - i. This week we start our employment search. We also utilize community resources like Metro Reentry Rap program to assist with employment. Clients enroll with Metro during week one, but with wait times, their first appointment is the second week.
    - ii. There is also the option to attend school with Metro, apply for grants and financial aid.



- iii. We assist with birth certificates and social security cards.
- iv. We prepare the client for interviews with mock interviews and resume building.
- v. We refer the client for help with interview clothing to enhance appearance.
- vi. We offer supportive services, assisting with transportation and time management.
- c. Week Three
  - i. We work on character building, morale development and time management.
  - ii. We ensure clients are employed by this week and ask that they sign an employment agreement, that they intend to keep this employment for the 8 week program for stability.
  - iii. We have individual sessions that allow clients to let us know what they are working on that week.
- d. Week Four
  - i. We begin on coping skills, giving back, and cooking classes.
  - ii. Coping skills is where we work on dealing with emotions and stress of everyday life. We offer a class with information and discussions.
  - iii. Giving back is a volunteer class where we ask clients to volunteer in the community doing service work. This is usually a few hours during the week.
  - iv. Our cooking classes are always interesting. We discuss what does our grocery budget look like, when we go to the store, and what do we need to prepare meals. Then we have a large house dinner for family style cooking class with a sit-down dinner after. Houses eat all together and talk about the experience.
- e. Week Five thru Eight
  - i. These weeks we concentrate on budgeting, financial literacy, and planning for transition. There are one on ones to monitor the progress. We offer direction and guidance during this phase.
  - ii. We assist with opening bank checking accounts.
  - iii. We will schedule for driver's license tests and begin talking about buying vehicles and auto insurance.
  - iv. We will discuss credit scores and help with pulling credit scores so the clients learn about the value of paying bills on time and what that can do for the client in the future.
  - v. We start preparing a budget for transitioning. Every client needs vary, so this can take place at any point during this phase depending on client's needs.
- f. Week Nine thru Twelve

- i. During these final weeks, we mainly concentrate on the transition to permanent independent housing.
- ii. We prepare the client by identifying stressors, triggers, and reviewing resources available in the community to ensure clients have beds, food, and are prepared to ask for help when they need it. This helps with avoiding learned helplessness.
  - 1. The final classes are to help the client to create a plan to avoiding old thought processes and behaviors that will discourage clients to reoffend.
- g. Length of program
  - i. Program is 9-12 weeks, unless the client transitions earlier.
- h. Program completion
  - i. Clients receive a completion certificate.
  - ii. Clients are allowed to stay if they are not ready to transition, however, they must pay \$175 week for room and board.
- k. Deliverables and due dates
  - a. MH is prepared to start this agreement immediately after receipt of an executed contract.





A93441

22R-285

Introduce: 7-11-22

RESOLUTION NO. A- 93441

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 WHEREAS, MAK Development, LLC (“MAK”), doing business as “Michael  
3 House”, a sober living home, owns the single family residence located at 5203 Walker Ave.,  
4 Lincoln, Nebraska (Lot 6, Block 108, University Place Addition); and

5 WHEREAS, MAK has requested of the City of Lincoln a reasonable accommodation to  
6 the definition of “family” as defined in Chapter 27.02.070 to include nine unrelated individuals  
7 with disabilities, which includes a resident manager, as allowed by Section 1.28 of the Lincoln  
8 Municipal Code and required by the United States Fair Housing Act (42 U.S.C. 3601 et seq.); and

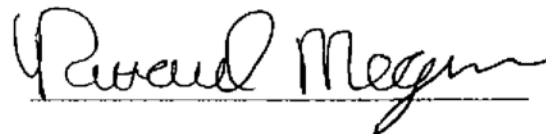
9 WHEREAS, MAK has requested a reasonable accommodation to allow up to nine disabled  
10 individuals, which number includes a resident manager, recovering from alcohol and/or substance  
11 abuse, to live as a family to afford those individuals equal opportunity to use and enjoy the single  
12 family residence; and

13 WHEREAS, the City Council finds that (1) the residents of “Michael House” are  
14 “disabled” as defined by the United States Fair Housing Act; (2) that the accommodation requested  
15 is necessary to afford those individuals equal opportunity to use and enjoy the single family  
16 residence; (3) there is no alternative reasonable accommodation available that would provide an  
17 equivalent level of benefit; and (4) that the request for reasonable accommodation would not  
18 impose an undue financial or administrative burden on the City nor amount to a fundamental  
19 alteration of the City of Lincoln Zoning Code (Title 27, Lincoln Municipal Code).

20 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln,  
21 Nebraska:

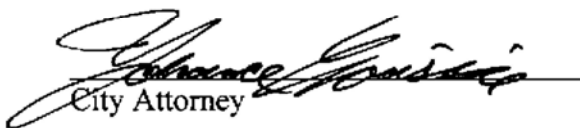
- 1           1. That the request of MAK for a reasonable accommodation to the definition of “family” as  
2           defined in Chapter 27.02.070 to include nine unrelated individuals with disabilities, which  
3           number includes a resident manager, is granted.
- 4           2. That the accommodation provided in Section 1 above is limited to only MAK and only the  
5           Single-Family Residence at 5203 Walker Ave., Lincoln, Nebraska and only with regard to  
6           residents who are in recovery from alcohol and/or substance abuse.
- 7           3. That the accommodation provided in Section 1 above shall not extend to any other person,  
8           entity, dwelling, property, or disabled persons other than those in recovery from alcohol or  
9           substance abuse.
- 10          4. The accommodation is nontransferable and does not run with the land.
- 11          5. This reasonable accommodation is conditioned upon a duty of MAK to notify the Planning  
12          Director if the Single-Family residence ceases to be used as a sober-living home where, at  
13          all times, all residents are in recovery from alcohol and/or substance abuse. Failure to  
14          make such notification, or a determination that all residents are not in recovery shall be  
15          grounds for rescission of this reasonable accommodation.
- 16  
17

Introduced by:



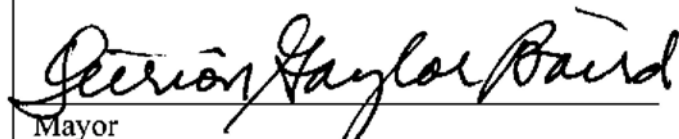
Approved as to Form & Legality:

AYES: Bowers, Meginnis, Shobe, Washington; NAYS: None:  
Raybould; ABSENT: Beckius, Ward.



City Attorney

Approved this 20<sup>th</sup> day of July, 2022:



Mayor

**ADOPTED**

JUL 18 2022

**BY CITY COUNCIL**



## DEPARTMENT OF VETERANS AFFAIRS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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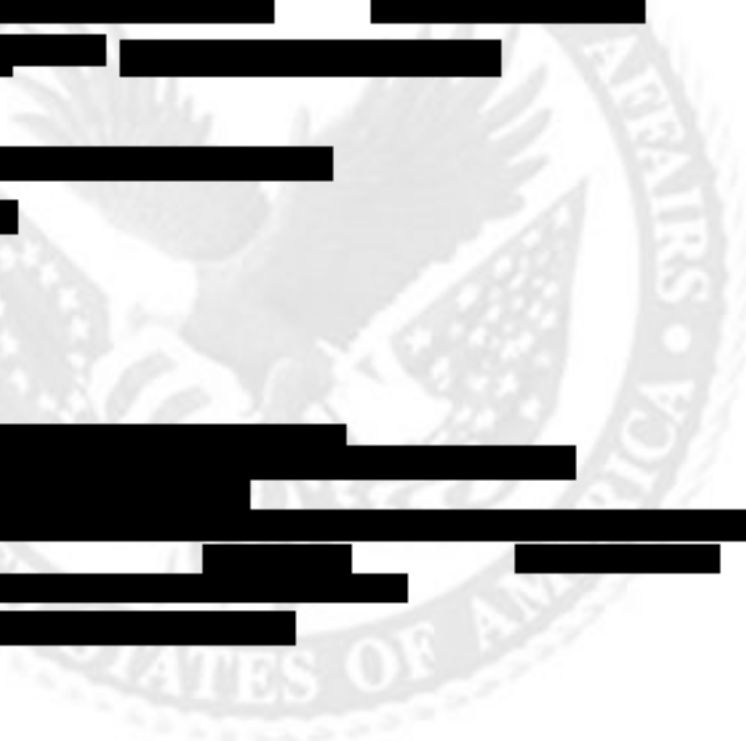
How You Can Contact Us

- If you need general information about benefits and eligibility, please visit us at <https://www.ebenefits.va.gov> or <http://www.va.gov>.
- Call us at 1-800-827-1000. If you use a Telecommunications Device for the Deaf (TDD), the number is 1-800-829-4833.
- Ask a question on the Internet at <https://www.va.gov/contact-us>.

Sincerely Yours,

**Regional Office Director**

[Redacted signature block]





City of Omaha  
Jean Stothert, Mayor

**Planning Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1100  
Omaha, Nebraska 68183  
(402) 444-5150  
Telefax (402) 444-6140

**David K. Fanslau**  
Director

October 29, 2021

Michael Corrado  
6607 Maple Street  
Omaha, NE 68104

RE: 4821 Ames Avenue (PIN: 1840560001) Legally described as *NORTHFIELD ADD LOT 6 BLOCK 1 1/2 VAC ALLEY ADJ & -EX N 7 FT- LOTS 5 &*.

To Whom It May Concern:

The City of Omaha Planning Department received a request for information and zoning confirmation on the above, legally described property.

The property is zoned R7-Medium-Density Multiple-Family Residential District. All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on our website: [planning.cityofomaha.org](http://planning.cityofomaha.org). Adjacent properties are zoned as follows:

Direction:	Zoning:
North	GC-General Commercial District
South	R7-Medium-Density Multiple-Family Residential District
East	R7-Medium-Density Multiple-Family Residential District
West	R7-Medium-Density Multiple-Family Residential District


No zoning or building code violations are open the property. The property is not within a PUD-Planned Unit Development. No special or conditional uses have been approved on the property. No variances exist on the property.

*Small Group Living (Disabled)* is a permitted use in the R7 Zoning District.

To the best of our knowledge, the property complied with all landscaping, parking, signage, and site development, including density, height and setback regulations, at the time of construction or issuance of a Certificate of Occupancy. We have no reason to believe that the use of the Property is nonconforming. To determine compliance with current zoning regulations, an application for Site Plan review must be submitted. The application for site plan review is located on the City's website.

If you require information regarding building permits and/or a Certificate of Occupancy, please contact Permits and Inspections at 402-444-5150 x 2121. This information is provided as a public service and is believed to be accurate; however, neither the undersigned nor the City assumes liability for errors or omissions. If you have any further questions, please contact Geoff Solomonson at 402-444-5150 x 2101.

Sincerely,  
OMAHA CITY PLANNING DEPARTMENT

  
Geoff Solomonson  
City Planner, Omaha City Planning



City of Omaha  
Jean Stothert, Mayor

## Planning Department

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1100  
Omaha, Nebraska 68183  
(402) 444-5150  
Telefax (402) 444-6140

David K. Fanslau  
Director

October 15, 2021

Michael Corrado  
6607 Maple Street  
Omaha, NE 68104

RE: 4825 Ames Avenue (PIN: 1840590001) Legally described as *NORTHFIELD ADD LOT 8 BLOCK 1 -EX N 7 FT- 1/2 VAC ALLEY LOTS 7 &*.

To Whom It May Concern:

The City of Omaha Planning Department received a request for information and zoning confirmation on the above, legally described property.

The property is zoned R7-Medium-Density Multiple-Family Residential District. All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on our website: [planning.cityofomaha.org](http://planning.cityofomaha.org). Adjacent properties are zoned as follows:

Direction:	Zoning:
North	GC-General Commercial District
South	R7-Medium-Density Multiple-Family Residential District
East	R7-Medium-Density Multiple-Family Residential District
West	GO-General Office District

No zoning or building code violations are open the property. The property is not within a PUD-Planned Unit Development. No special or conditional uses have been approved on the property. No variances exist on the property.

*Small Group Living (Disabled)* is a permitted use in the R7 Zoning District.

To the best of our knowledge, the property complied with all landscaping, parking, signage, and site development, including density, height and setback regulations, at the time of construction or issuance of a Certificate of Occupancy. We have no reason to believe that the use of the Property is nonconforming. To determine compliance with current zoning regulations, an application for Site Plan review must be submitted. The application for site plan review is located on the City's website.

If you require information regarding building permits and/or a Certificate of Occupancy, please contact Permits and Inspections at 402-444-5150 x 2121. This information is provided as a public service and is believed to be accurate; however, neither the undersigned nor the City assumes liability for errors or omissions. If you have any further questions, please contact Geoff Solomonson at 402-444-5150 x 2101.

Sincerely,  
OMAHA CITY PLANNING DEPARTMENT

  
Geoff Solomonson  
City Planner, Omaha City Planning





City of Omaha  
Jean Stothert, Mayor

**Planning Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1100  
Omaha, Nebraska 68183  
(402) 444-5150  
Telefax (402) 444-6140

**David K. Fanslau**  
Director

June 3, 2021

Michael Corrado  
Michael House  
6607 Maple Street  
Omaha, NE 68104

**RE:** 3212 North 61st Street (PIN: 0613820000) Legally described as *BENSON LOT 24 BLOCK 12 N 64 FT LTS 23 & 64 X 100*.

To Whom It May Concern:

The City of Omaha Planning Department received a request for information and zoning confirmation on the above, legally described property.

The property is zoned R5(35)-Urban Family Residential District. All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on our website: [planning.cityofomaha.org](http://planning.cityofomaha.org). Adjacent properties are zoned as follows:

Direction:	Zoning:
North	R5(35)-Urban Family Residential District
South	R5(35)-Urban Family Residential District
East	R7-MCC-Medium-Density Multiple-Family Residential District with a Major Commercial Corridor Overlay
West	R5(35)-Urban Family Residential District


No zoning or building code violations are open the property. The property is not within a PUD-Planned Unit Development. No special or conditional uses have been approved on the property. No variances exist on the property.

*Small Group Living (Disabled)* is a permitted use in the R5 Zoning District.

To the best of our knowledge, the property complied with all landscaping, parking, signage, and site development, including density, height and setback regulations, at the time of construction or issuance of a Certificate of Occupancy. We have no reason to believe that the use of the Property is nonconforming. To determine compliance with current zoning regulations, an application for Site Plan review must be submitted. The application for site plan review is located on the City's website.

If you require information regarding building permits and/or a Certificate of Occupancy, please contact Permits and Inspections at 402-444-5150 x 2121. This information is provided as a public service and is believed to be accurate; however, neither the undersigned nor the City assumes liability for errors or omissions. If you have any further questions, please contact Geoff Solomonson at 402-444-5150 x 2101.

Sincerely,  
OMAHA CITY PLANNING DEPARTMENT

  
Geoff Solomonson  
City Planner, Omaha City Planning



City of Omaha  
Jean Stothert, Mayor

**Planning Department**

Omaha/Douglas Civic Center  
1819 Farnam Street, Suite 1100  
Omaha, Nebraska 68183  
(402) 444-5150  
Telefax (402) 444-6140

**David K. Fanslau**  
Director

June 3, 2021

Michael Corrado  
Michael House  
6607 Maple Street  
Omaha, NE 68104

RE: 3870 Hamilton Street (PIN: 1920700000) Legally described as *ORCHARD HILL LOT 10 BLOCK 2 50 X 165*.

To Whom It May Concern:

The City of Omaha Planning Department received a request for information and zoning confirmation on the above, legally described property.

The property is zoned GC-General Commercial District. All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on our website: [planning.cityofomaha.org](http://planning.cityofomaha.org). Adjacent properties are zoned as follows:

Direction:	Zoning:
North	GC-General Commercial District
South	R5-Urban Family Residential District
East	R5(35)-Urban Family Residential District
West	GC-General Commercial District

No zoning or building code violations are open the property. The property is not within a PUD-Planned Unit Development. No special or conditional uses have been approved on the property. No variances exist on the property.

There is a Conditional Use Permit (assumed) for the *Small Group Living (Disabled)* use in the GC Zoning District.

To the best of our knowledge, the property complied with all landscaping, parking, signage, and site development, including density, height and setback regulations, at the time of construction or issuance of a Certificate of Occupancy. We have no reason to believe that the use of the Property is nonconforming. To determine compliance with current zoning regulations, an application for Site Plan review must be submitted. The application for site plan review is located on the City's website.

If you require information regarding building permits and/or a Certificate of Occupancy, please contact Permits and Inspections at 402-444-5150 x 2121. This information is provided as a public service and is believed to be accurate; however, neither the undersigned nor the City assumes liability for errors or omissions. If you have any further questions, please contact Geoff Solomonson at 402-444-5150 x 2101.

Sincerely,  
OMAHA CITY PLANNING DEPARTMENT

Geoff Solomonson  
City Planner, Omaha City Planning





A93440

22R-284

Introduce: 7-11-22

RESOLUTION NO. A- 93440

1 BE IT RESOLVED by the City Council of the City of Lincoln, Nebraska:

2 WHEREAS, MAK Development, LLC (“MAK”), doing business as “Michael  
3 House”, a sober living home, owns the single family residence located at 315 N 35<sup>th</sup> Street,  
4 Lincoln, Nebraska (Lot 16, Block 12, Ridgeway Addition); and

5 WHEREAS, MAK has requested of the City of Lincoln a reasonable accommodation to  
6 the definition of “family” as defined in Chapter 27.02.070 to include nine unrelated individuals  
7 with disabilities, which includes a resident manager, as allowed by Section 1.28 of the Lincoln  
8 Municipal Code and required by the United States Fair Housing Act (42 U.S.C. 3601 et seq.); and

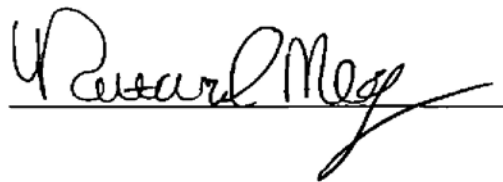
9 WHEREAS, MAK has requested a reasonable accommodation to allow up to nine disabled  
10 individuals, which number includes a resident manager, recovering from alcohol and/or substance  
11 abuse, to live as a family to afford those individuals equal opportunity to use and enjoy the single  
12 family residence; and

13 WHEREAS, the City Council finds that (1) the residents of “Michael House” are  
14 “disabled” as defined by the United States Fair Housing Act; (2) that the accommodation requested  
15 is necessary to afford those individuals equal opportunity to use and enjoy the single family  
16 residence; (3) there is no alternative reasonable accommodation available that would provide an  
17 equivalent level of benefit; and (4) that the request for reasonable accommodation would not  
18 impose an undue financial or administrative burden on the City nor amount to a fundamental  
19 alteration of the City of Lincoln Zoning Code (Title 27, Lincoln Municipal Code).

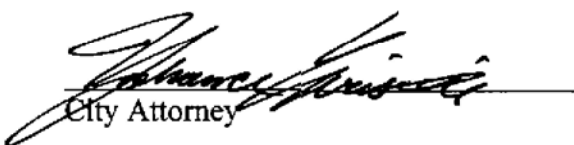
20 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Lincoln,  
21 Nebraska:

- 1 1. That the request of MAK for a reasonable accommodation to the definition of "family" as  
2 defined in Chapter 27.02.070 to include nine unrelated individuals with disabilities, which  
3 number includes a resident manager, is granted.
- 4 2. That the accommodation provided in Section 1 above is limited to only MAK and only the  
5 Single-Family Residence at 315 N 35<sup>th</sup> Street, Lincoln, Nebraska and only with regard to  
6 residents who are in recovery from alcohol and/or substance abuse.
- 7 3. That the accommodation provided in Section 1 above shall not extend to any other person,  
8 entity, dwelling, property, or disabled persons other than those in recovery from alcohol or  
9 substance abuse.
- 10 4. The accommodation is nontransferable and does not run with the land.
- 11 5. This reasonable accommodation is conditioned upon a duty of MAK to notify the Planning  
12 Director if the Single-Family residence ceases to be used as a sober-living home where, at  
13 all times, all residents are in recovery from alcohol and/or substance abuse. Failure to  
14 make such notification, or a determination that all residents are not in recovery shall be  
15 grounds for rescission of this reasonable accommodation.
- 16  
17

Introduced by:



Approved as to Form & Legality:



City Attorney

AYES: Bowers, Meginnis, Shobe, Washington; NAYS: None:  
Raybould, ABSENT: Beckius, Ward.

Approved this 20<sup>th</sup> day of July, 2022:



Mayor

**ADOPTED**

JUL 18 2022

**BY CITY COUNCIL**



DEPARTMENT OF VETERANS AFFAIRS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Sincerely Yours, [REDACTED]

Regional Office Director

---

## **Request for Preference for Resident Disabled Veteran or Business**

Michael House requests to be considered for priority/preference as a Resident Disabled Veteran or Business.

Michael Corrado is 100% owner of the Michael House. He is a United States Marine who was honorably discharged on 12/8/1999 . He is currently 90% service connection disabled.

1. Documentation from the United States Armed Forces confirming service
  - a. See attached "Service Verification Letter"
2. Documentation of discharge of honorable conditions
  - a. See attached "Service Verification Letter"
3. Disability rating letter establishing a service-connected disability
  - a. See attached "Benefit Summary Letter"
4. Documentation showing ownership and control of a business
  - a. See attached "MAK – Operating Agreement"

QuickRef ID

Owner

Property Address

2022 Assessed Value

R87927

MAK DEVELOPMENT LLC

5203 WALKER AVE, LINCOLN, NE 68504

\$160,200

## 2022 GENERAL INFORMATION

Property Status **A-Active**  
 Property Type **Real Property**  
 Property Class **Residential Improved**  
 Zoning **R5 - R5-Residential District**  
 Legal Description **UNIVERSITY PLACE, BLOCK 108, Lot 6**  
 Neighborhood **University Place - Low**  
 Property ID **17-17-232-006-000**  
 Taxing Unit Group **0001**

## 2022 OWNER INFORMATION

Owner Name **MAK DEVELOPMENT LLC**  
 Mailing Address **6607 MAPLE ST OMAHA, NE 68104**  
 Exemptions **-**  
 Percent Ownership **100%**

## 2022 VALUE INFORMATION

Total Non-Ag Assessed **\$160,200**Total Ag Sp Assessed **-**

## PROPERTY PHOTO



1717232006000 06/26/2019

Print  
property  
informat

## 2022 RESIDENTIAL IMPROVEMENTS

Expand/Collapse All

Building #1	Building Type	Improvement Type	Year Built	Total Living Area
-	Single-family Residence	2 Story	1900	1648

ID	SECTION DESCRIPTION	YEAR BUILT	AREA
1	Main Floor Living Area	-	1,040
2	Upper Level Living Area	-	608

ID	COMPONENT DESCRIPTION	UNITS	PERCENT
1	Frame, Siding	-	100%
2	Slab Porch (SF) with Roof	216	-
3	Composition Shingle	-	100%
4	Plumbing Fixtures (#)	7	-
5	Warmed & Cooled Air	-	100%
6	Automatic Floor Cover Allowance	-	-
7	Total Basement Area (SF)	400	-

## MARKET LAND SEGMENTS

LAND TYPE	ZONING	METHOD	ACRES	SQFT	LAND VALUE
RPC-Primary Corner Lot	R5-Residential District	Site Method of Valuation	-	-	\$30,000

## ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2021	\$30,000	\$130,200	\$160,200
2020	\$30,000	\$97,800	\$127,800
2019	\$30,000	\$97,800	\$127,800
2018	\$30,000	\$67,900	\$97,900
2017	\$30,000	\$44,300	\$74,300

## SALES HISTORY

SALE DATE	SELLER	BUYER	INSTR #	Sale Price
12/4/2019	NEBRASKA PROJECTS LLC	MAK DEVELOPMENT LLC	<a href="#">2019050346</a>	\$159,000
5/16/2019	HENNESSY, JULIE	NEBRASKA PROJECTS LLC	<a href="#">2019017001</a>	\$90,000
8/29/2016	LILJA, JOAN L ESTATE	HENNESSY, JULIE	<a href="#">2016036277</a>	\$0
12/25/2008	LILJA, JERRY C & JOAN L	LILJA, JOAN L	<a href="#">2009021110</a>	\$0

### DISCLAIMER

TO ACCESS the ASSESSOR/REGISTER of DEEDS GENERAL INFORMATION PAGE, click on the Lancaster County logo. DISCLAIMER Every effort has been made to offer the most current and correct information possible on these pages. The information included on these pages has been compiled by County staff from a variety of sources, and is subject to change without notice. The County Assessor makes no warranties or representations whatsoever regarding the quality, content, completeness, accuracy or adequacy of such information and data. The County Assessor reserves the right to make changes at any time without notice. By using this application, you assume all risks arising out of or associated with access to these pages, including but not limited to risks of damage to your computer, peripherals, software and data from any virus, software, file or other cause associated with access to this application. The County Assessor shall not be liable for any damages whatsoever arising out of any cause relating to use of this application, including but not limited to mistakes, omissions, deletions, errors, or defects in any information contained in these pages, or any failure to receive or delay in receiving information.

**Douglas County, Nebraska Property Record - R1840590001**

Information is valid as of 2022-12-24

[Print Report](#)  
[Treasurer's Tax Report](#)  
**Great Feature** → → → [Subdivision Sales Search](#)

**Taxpayer**

MAK DEVELOPMENT LLC

6607 MAPLE ST  
 OMAHA NE 68104-0000

**Property Information**

<b>Key Number</b>	4059 0001 18
<b>Account Type:</b>	Multiple Comm
<b>Parcel Number:</b>	1840590001
<b>Parcel Address:</b>	4825 AMES AV OMAHA NE 68104-0000
<b>Abbreviated Legal Description:</b>	NORTHFIELD ADD LOT 8 BLOCK 1 -EX N 7 FT- 1/2 VAC ALLEY LOTS 7 &

**Value Information**

	<i>Land</i>	<i>Improvement</i>	<i>Total</i>
<b>2022</b>	\$16,700	\$178,000	\$194,700
<b>2021</b>	\$16,700	\$155,100	\$171,800
<b>2020</b>	\$16,700	\$155,100	\$171,800
<b>2019</b>	\$16,700	\$127,700	\$144,400
<b>2018</b>	\$16,700	\$127,700	\$144,400
<b>2017</b>	\$16,700	\$117,800	\$134,500

[Show All Transactions](#)**Land Information**

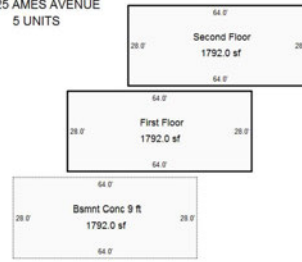
<i>Acres</i>	<i>SF</i>	<i>Units</i>	<i>Depth</i>	<i>Width</i>	<i>Vacant</i>
0.25	11154.0	0.0	0.0	0.0	

**Improvement Information****Building 1**



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APARTMENTS  
4825 AMES AVENUE  
5 UNITS



Search by Open Search

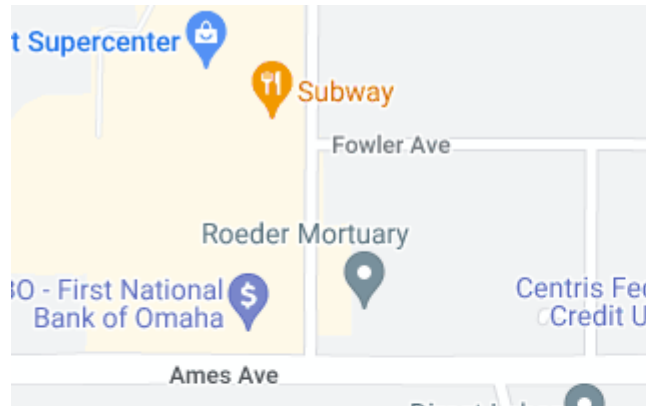
[CLICK TO ENLARGE IMAGE](#)

<b>Square Footage:</b>	3584.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	184.0	<b>Quality:</b>	Average
<b>Unit Type:</b>		<b>Condition:</b>	Average
<b>Built As:</b>	Apartment <= 3 Stories	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	5.0
<b>Exterior:</b>	Frame Brick Veneer	<b>Units:</b>	5.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	0.0
<b>Roof Cover:</b>	Composition Roll	<b>Bedrooms:</b>	0.0
<b>Roof Type:</b>	Flat	<b>Stories:</b>	2.0
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Concrete
		<b>Sprinkler Square Footage:</b>	0.0

<b>Year Built</b>	<b>Year Remodeled</b>	<b>Percent Remodeled</b>	<b>Adjusted Year Built</b>	<b>Physical Age</b>
1956	2009	100%	2009	0

<b>Detail Type</b>	<b>Detail Description</b>	<b>Units</b>
Add On	Fence, Wood Or Chain Link	1.0
Add On	Light Mercury Wall Mount Flood	2.0
Add On	Porch Open Upper Deck	28.0
Add On	Porch Open Upper Deck	102.0
Basement	Bsmnt Conc 9 ft	992.0
Basement	Finished	800.0
Porch	Slab Roof Ceiling	24.0





To interact more fully with Google Map and Street View go to this link [Google](#)

**Douglas County, Nebraska Property Record - R1920700000**

Information is valid as of 2022-12-24

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**Taxpayer**

MAK DEVELOPMENT LLC

C/O MICHAEL CORRADO  
 6607 MAPLE ST  
 OMAHA NE 68104-0000

**Property Information**

<b>Key Number</b>	2070 0000 19
<b>Account Type:</b>	Residential
<b>Parcel Number:</b>	1920700000
<b>Parcel Address:</b>	3870 HAMILTON ST OMAHA NE 68131-0000
<b>Abbreviated Legal Description:</b>	ORCHARD HILL LOT 10 BLOCK 2 50 X 165

**Value Information**

	<b>Land</b>	<b>Improvement</b>	<b>Total</b>
<b>2022</b>	\$15,800	\$126,400	\$142,200
<b>2021</b>	\$15,800	\$96,700	\$112,500
<b>2020</b>	\$15,800	\$96,700	\$112,500
<b>2019</b>	\$2,900	\$78,800	\$81,700
<b>2018</b>	\$2,900	\$67,100	\$70,000
<b>2017</b>	\$2,900	\$67,100	\$70,000

**Sales Information**

<b>Sales Date:</b>	2006-07-11			
<b>Deed Type</b>	WD	<b>Book</b>	2006	<b>Page:</b> 093696
<b>Price</b>	\$108,000			
<b>Grantor:</b>	HANSON MICHAEL D ETAL			
<b>Grantee:</b>	BOE ALLISON			
<b>Valid/Invalid:</b>	Valid			
<b>Exclusion Reason</b>				
<b>Sales Date:</b>	2003-07-25			
<b>Deed Type</b>	WD	<b>Book</b>	2003	<b>Page:</b> 187854
<b>Price</b>	\$23,000			
<b>Grantor:</b>	Chase Manhattan Bank trustee			
<b>Grantee:</b>	Michael D Hanson etal			
<b>Valid/Invalid:</b>	Valid			
<b>Exclusion Reason</b>				

<b>Sales Date:</b>	1997-06-24				
<b>Deed Type:</b>	D	<b>Book:</b>	2065	<b>Page:</b>	588
<b>Price:</b>	\$32,750				
<b>Grantor:</b>					
<b>Grantee:</b>					
<b>Valid/Invalid:</b>	Valid				
<b>Exclusion Reason:</b>					

[Show All Transactions](#)

Land Information					
Acres	SF	Units	Depth	Width	Vacant
0.18	8250.0	0.0	165.0	50.0	

**Improvement Information**

**Building 1**

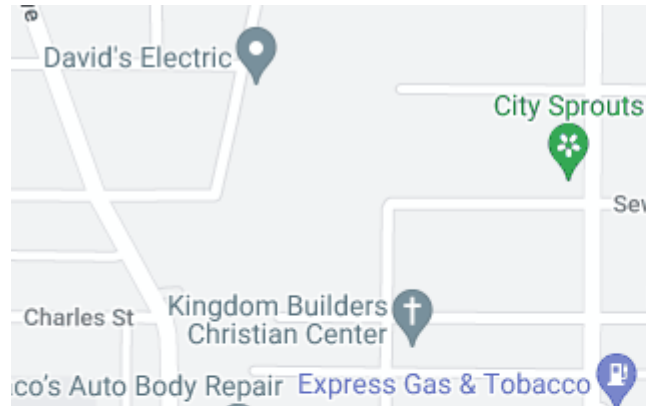
 <p style="text-align: center;"><a href="#">CLICK TO ENLARGE IMAGE</a></p>	<p><b>3870 Hamilton St.</b> Two Story Bsmnt Block 8 ft 1004.0 sf</p>  <p style="text-align: center;"><a href="#">CLICK TO ENLARGE IMAGE</a></p>
---	--

<b>Square Footage:</b>	1868.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	0.0	<b>Quality:</b>	Average
<b>Unit Type:</b>		<b>Condition:</b>	Good
<b>Built As:</b>	2 Story	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	8.0
<b>Exterior:</b>	Frame Siding	<b>Units:</b>	1.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	2.0
<b>Roof Cover:</b>	Composition Shingle	<b>Bedrooms:</b>	4.0
<b>Roof Type:</b>	Gambrel	<b>Stories:</b>	2.0
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Block
		<b>Sprinkler Square Footage:</b>	0.0

Year Built	Year Remodeled	Percent Remodeled	Adjusted Year Built	Physical Age
1900	0	0%	1900	0

Detail Type	Detail Description	Units
Add On	Fence Wood	1.0
Appliance	Allowance	1.0

Basement	Bsmnt Block 8 ft	1004.0
Fi ture	Additional Fi ture	1 0
Fixture	Base Fixtures	1.0
Fi ture	Bath Full	2 0
Porch	Cvrd Wood Deck	70.0
Porch	Cvrd Wood Deck	249 0



To interact more fully with Google Maps and Street View go to this link [Google](#).

**Douglas County, Nebraska Property Record - R1840560001**

Information is valid as of 2022-12-24

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**Taxpayer**

MAK DEVELOPMENT LLC

6607 MAPLE ST  
OMAHA NE 68104-0000**Property Information**

<b>Key Number</b>	4056 0001 18
<b>Account Type:</b>	Multiple Comm
<b>Parcel Number:</b>	1840560001
<b>Parcel Address:</b>	4821 AMES AV OMAHA NE 68104-0000
<b>Abbreviated Legal Description:</b>	NORTHFIELD ADD LOT 6 BLOCK 1 1/2 VAC ALLEY ADJ & -EX N 7 FT- LOTS 5 &

**Value Information**

	<i>Land</i>	<i>Improvement</i>	<i>Total</i>
<b>2022</b>	\$16,700	\$178,000	\$194,700
<b>2021</b>	\$16,700	\$155,100	\$171,800
<b>2020</b>	\$16,700	\$155,100	\$171,800
<b>2019</b>	\$16,700	\$127,700	\$144,400
<b>2018</b>	\$16,700	\$127,700	\$144,400
<b>2017</b>	\$16,700	\$117,800	\$134,500

**Sales Information**

<b>Sales Date:</b>	1994-01-31				
<b>Deed Type</b>	D M	<b>Book</b>	1971	<b>Page:</b>	027
<b>Price</b>	\$75,000				
<b>Grantor:</b>					
<b>Grantee:</b>					
<b>Valid/Invalid:</b>	Valid				
<b>Exclusion Reason</b>					

[Show All Transactions](#)**Land Information**

<i>Acres</i>	<i>SF</i>	<i>Units</i>	<i>Depth</i>	<i>Width</i>	<i>Vacant</i>
0.25	11154.0	0.0	0.0	0.0	

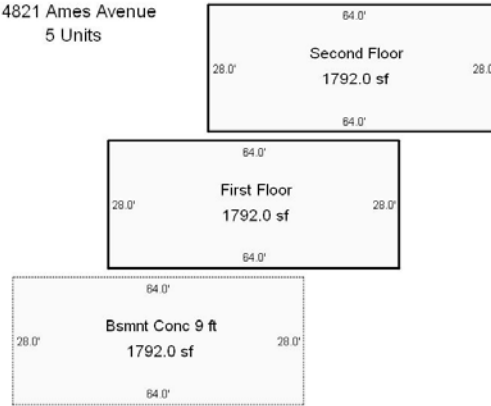
**Improvement Information**

Building 1



[CLICK TO ENLARGE IMAGE](#)

APARTMENTS  
4821 Ames Avenue  
5 Units



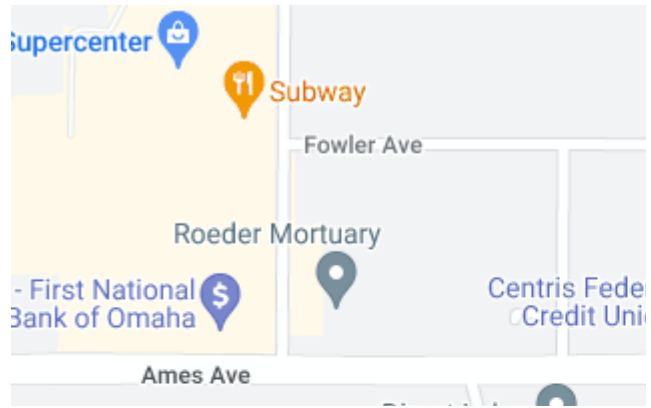
Sketch by Apex Media™

[CLICK TO ENLARGE IMAGE](#)

<b>Square Footage:</b>	3584.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	184.0	<b>Quality:</b>	Average
<b>Unit Type:</b>		<b>Condition:</b>	Average
<b>Built As:</b>	Apartment <= 3 Stories	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	5.0
<b>Exterior:</b>	Frame Brick Veneer	<b>Units:</b>	5.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	0.0
<b>Roof Cover:</b>	Composition Roll	<b>Bedrooms:</b>	0.0
<b>Roof Type:</b>	Gable	<b>Stories:</b>	2.0
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Concrete
		<b>Sprinkler Square Footage:</b>	0.0

<b>Year Built</b>	<b>Year Remodeled</b>	<b>Percent Remodeled</b>	<b>Adjusted Year Built</b>	<b>Physical Age</b>
1956	2009	100%	2009	0

<b>Detail Type</b>	<b>Detail Description</b>	<b>Units</b>
Add On	Fence, Wood Or Chain Link	1.0
Add On	Light Mercury Wall Mount Flood	2.0
Add On	Porch Open Upper Deck	102.0
Add On	Porch Open Upper Deck	28.0
Basement	Bsmnt Conc 8 ft	992.0
Basement	Finished	800.0
Porch	Slab Roof Ceiling	24.0



To interact more fully with Google Map and Street View go to this link [Google](#)



QuickRef ID Owner

Property Address

2022 Assessed Value

R39475

MAK DEVELOPMENT LLC

2648 WASHINGTON ST, LINCOLN, NE 68502

\$248,800

## 2022 GENERAL INFORMATION

Property Status A-Active  
 Property Type Real Property  
 Property Class Residential Improved  
 Zoning R2 - R2-Residential District  
 Legal Description WOODS BROS AND KELLYS PARK ADDITION, BLOCK 1, Lot 16  
 Neighborhood Franklin Heights / Near South - Low  
 Property ID 10-36-205-018-000  
 Taxing Unit Group 0001

## 2022 OWNER INFORMATION

Owner Name MAK DEVELOPMENT LLC  
 Mailing Address 6607 MAPLE ST OMAHA, NE 68104  
 Exemptions -  
 Percent Ownership 100%

## 2022 VALUE INFORMATION

Total Non-Ag Assessed \$248,800

Total Ag Sp Assessed -

## PROPERTY PHOTO



1036205018000 08/24/2017

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property  
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## 2022 RESIDENTIAL IMPROVEMENTS

Expand/Collapse All

Building #1	Building Type	Improvement Type	Year Built	Total Living Area
-	Single-family Residence	2 Story With FA	1918	2162

ID	SECTION DESCRIPTION	YEAR BUILT	AREA
1	Main Floor Living Area	-	1,081
2	Unfinished Attic	-	323
3	Upper Level Living Area	-	1,081

ID	COMPONENT DESCRIPTION	UNITS	PERCENT
1	Veneer, Masonry	-	95%
2	Slab Porch (SF) with Roof	290	-
3	Detached Garage (SF)	400	-
4	Composition Shingle	-	100%
5	Plumbing Fixtures (#)	8	-
6	Total Basement Area (SF)	1371	-
7	Warmed & Cooled Air	-	100%
8	Automatic Floor Cover Allowance	-	-
9	Frame, Stucco	-	5%
10	Lawn Sprinklers (SF)	5000	-
11	Minimal Finish Area (SF)	400	-

## MARKET LAND SEGMENTS

LAND TYPE	ZONING	METHOD	ACRES	SQFT	LAND VALUE
RPC-Primary Corner Lot	R2-Residential District	Site Method of Valuation	-	-	\$27,000

## ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2021	\$27,000	\$221,800	\$248,800
2020	\$27,000	\$196,600	\$223,600
2019	\$27,000	\$196,600	\$223,600
2018	\$27,000	\$179,000	\$206,000
2017	\$24,000	\$182,000	\$206,000

## SALES HISTORY

SALE DATE	SELLER	BUYER	INSTR #	Sale Price
6/9/2022	PHELPS, RODNEY C ESTATE	MAK DEVELOPMENT LLC	<a href="#">2022025675</a>	\$239,900
11/23/2018	PHELPS, RODNEY C & CAROLYN S	PHELPS, RODNEY C	<a href="#">2022025674</a>	\$0
5/24/2010	FEDERAL NATIONAL MORTGAGE ASSOCIATION	PHELPS, RODNEY C & CAROLYN S	<a href="#">2010022364</a>	\$125,000
1/28/2010	BENDER, JAMES A	FEDERAL NATIONAL MORTGAGE ASSOCIATION	<a href="#">2010004542</a>	\$112,000
2/22/2007	MALOUSEK, RUSSELL T & MICHELLE L	BENDER, JAMES A	<a href="#">2007008815</a>	\$156,900
2/23/2001	MALOUSEK, MICHAEL T ET AL	MALOUSEK, RUSSELL T & MICHELLE L	<a href="#">2001008928</a>	\$118,000

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**Douglas County, Nebraska Property Record - R0613820000**

Information is valid as of 2022-12-24

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**Taxpayer**

MAK DEVELOPMENT LLC

6607 MAPLE ST  
OMAHA NE 68104-0000**Property Information****Key Number:** 1382 0000 06**Account Type:** Residential**Parcel Number:** 0613820000**Parcel Address:** 3212 N 61 ST  
OMAHA NE 68104-0000**Abbreviated  
Legal  
Description:** BENSON LOT 24 BLOCK 12 N 64 FT LTS 23 & 64 X 100**Value Information**

	<i>Land</i>	<i>Improvement</i>	<i>Total</i>
<b>2022</b>	\$19,800	\$152,900	\$172,700
<b>2021</b>	\$19,800	\$152,900	\$172,700
<b>2020</b>	\$19,800	\$118,800	\$138,600
<b>2019</b>	\$18,500	\$124,400	\$142,900
<b>2018</b>	\$18,500	\$124,400	\$142,900
<b>2017</b>	\$18,500	\$100,400	\$118,900

**Sales Information**

<b>Sales Date:</b>	<b>2020-02-28</b>	<a href="#">View Document</a>			
<b>Deed Type:</b>	TRD	<b>Book:</b>	2020	<b>Page:</b>	022060
<b>Price:</b>	\$144,000				
<b>Grantor:</b>	Osdell Dolores M etal Trustee				
<b>Grantee:</b>	MAK Development LLC				
<b>Valid/Invalid:</b>	Valid				
<b>Exclusion Reason:</b>					

[Show All Transactions](#)**Land Information**

<i>Acres</i>	<i>SF</i>	<i>Units</i>	<i>Depth</i>	<i>Width</i>	<i>Vacant</i>
0.14	6400.0	0.0	100.0	64.0	

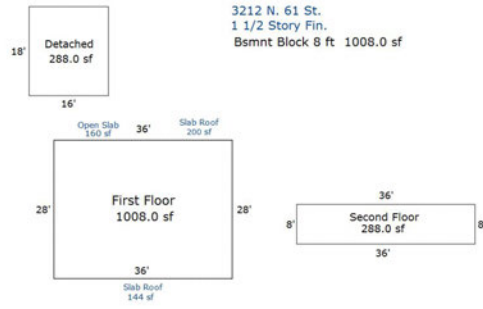
**Improvement Information****Building 1**

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JUNE 2012 DOUGLAS COUNTY ASSESSOR

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Search by Area Search

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<b>Square Footage:</b>	1296.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	0.0	<b>Quality:</b>	Average
<b>Unit Type:</b>		<b>Condition:</b>	Average
<b>Built As:</b>	1 1/2 Story Fin	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	6.0
<b>Exterior:</b>	Frame Masonry Veneer	<b>Units:</b>	1.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	2.0
<b>Roof Cover:</b>	Composition Shingle	<b>Bedrooms:</b>	4.0
<b>Roof Type:</b>	Hip/Gable	<b>Stories:</b>	1.5
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Block
		<b>Sprinkler Square Footage:</b>	0.0

<i>Year Built</i>	<i>Year Remodeled</i>	<i>Percent Remodeled</i>	<i>Adjusted Year Built</i>	<i>Physical Age</i>
1935	0	0%	1935	0

<i>Detail Type</i>	<i>Detail Description</i>	<i>Units</i>
Appliance	Allowance	1.0
Basement	Bsmnt Block 8 ft	1008.0
Basement	Finished	358.0
Fixture	Base Fixtures	1.0
Fixture	Bath Full	2.0
Garage	Detached	288.0
Porch	Encl Solid Wall	200.0
Porch	Encl Solid Wall	144.0
Porch	Open Slab	160.0

To interact more fully with Google Maps and Street View go to this link [Google](#).

QuickRef ID **R91363** Owner **MAK DEVELOPMENT LLC** Property Address **315 N 35TH ST, LINCOLN, NE 68503** 2022 Assessed Value **\$156,500**

**2022 GENERAL INFORMATION**

Property Status **A-Active**  
 Property Type **Real Property**  
 Property Class **Residential Improved**  
 Zoning **R4 - R4-Residential District**  
 Legal Description **RIDGEWAY, BLOCK 12, Lot 16**  
 Neighborhood **Wyuka - Low**  
 Property ID **17-19-409-015-000**  
 Taxing Unit Group **0001**

**2022 OWNER INFORMATION**

Owner Name **MAK DEVELOPMENT LLC**  
 Mailing Address **6607 MAPLE ST OMAHA, NE 68104**  
 Exemptions **-**  
 Percent Ownership **100%**

**2022 VALUE INFORMATION**

Total Non-Ag Assessed **\$156,500**  
 Total Ag Sp Assessed **-**

**PROPERTY PHOTO**



1719409015000 10/09/2020

Print property informat

**2022 RESIDENTIAL IMPROVEMENTS**

Expand/Collapse All

Building #1	Building Type	Improvement Type	Year Built	Total Living Area
-	Single-family Residence	1 1/2 Story	1915	1326

ID	SECTION DESCRIPTION	YEAR BUILT	AREA
1	Main Floor Living Area	-	744
2	Upper Level Living Area	-	582

ID	COMPONENT DESCRIPTION	UNITS	PERCENT
1	Frame, Siding	-	100%
2	Slab Porch (SF) with Roof	168	-
3	Detached Garage (SF)	240	-
4	Composition Shingle	-	100%
5	Plumbing Fixtures (#)	9	-
6	Total Basement Area (SF)	744	-
7	Partition Finish Area (SF)	600	-
8	Warmed & Cooled Air	-	100%
9	Automatic Floor Cover Allowance	-	-

**MARKET LAND SEGMENTS**

LAND TYPE	ZONING	METHOD	ACRES	SQFT	LAND VALUE
RPI-Primary Interior Lot	R4-Residential District	Site Method of Valuation	-	-	\$30,000

## ASSESSED VALUE HISTORY

YEAR	LAND	BUILDING	TOTAL
2021	\$30,000	\$126,500	\$156,500
2020	\$25,000	\$121,400	\$146,400
2019	\$25,000	\$121,400	\$146,400
2018	\$25,000	\$117,500	\$142,500
2017	\$25,000	\$117,500	\$142,500

## SALES HISTORY

SALE DATE	SELLER	BUYER	INSTR #	Sale Price
9/16/2020	SCHLEPPENBACH, GREGORY JOHN	MAK DEVELOPMENT LLC	<a href="#">2020048902</a>	\$159,900
5/5/1998	SCHLEPPENBACH, R J & AGNES	SCHLEPPENBACH, GREGORY JOHN	<a href="#">1998021972</a>	\$74,000

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## **Operating Agreement**

### **MAK Development, LLC, a Nebraska Limited Liability Company**

THIS OPERATING AGREEMENT of MAK Development, LLC (the "Company") is entered into as of the date set forth on the signature page of this Agreement by each of the Members listed on Exhibit A of this Agreement.

A. The Members have formed the Company as a Nebraska limited liability company under the Nebraska Uniform Limited Liability Company Act. The purpose of the Company is to conduct any lawful business for which limited liability companies may be organized under the laws of the state of Nebraska. The Members hereby adopt and approve the articles of organization of the Company filed with the Nebraska Secretary of State.

B. The Members enter into this Agreement to provide for the governance of the Company and the conduct of its business, and to specify their relative rights and obligations.

#### **ARTICLE 1: DEFINITIONS**

Capitalized terms used in this Agreement have the meanings specified in this Article 1 or elsewhere in this Agreement and if not so specified, have the meanings set forth in the Nebraska Uniform Limited Liability Company Act.

"Agreement" means this Operating Agreement of the Company, as may be amended from time to time.

"Capital Account" means, with respect to any Member, an account consisting of such Member's Capital Contribution, (1) increased by such Member's allocated share of income and gain, (2) decreased by such Member's share of losses and deductions, (3) decreased by any distributions made by the Company to such Member, and (4) otherwise adjusted as required in accordance with applicable tax laws.



“Capital Contribution” means, with respect to any Member, the total value of (1) cash and the fair market value of property other than cash and (2) services that are contributed and/or agreed to be contributed to the Company by such Member, as listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement.

“Exhibit” means a document attached to this Agreement labeled as “Exhibit A,” “Exhibit B,” and so forth, as such document may be amended, updated, or replaced from time to time according to the terms of this Agreement.

“Member” means each Person who acquires Membership Interest pursuant to this Agreement. The Members are listed on Exhibit A, as may be updated from time to time according to the terms of this Agreement. Each Member has the rights and obligations specified in this Agreement.

“Membership Interest” means the entire ownership interest of a Member in the Company at any particular time, including the right to any and all benefits to which a Member may be entitled as provided in this Agreement and under the Nebraska Uniform Limited Liability Company Act, together with the obligations of the Member to comply with all of the terms and provisions of this Agreement.

“Ownership Interest” means the Percentage Interest or Units, as applicable, based on the manner in which relative ownership of the Company is divided.

“Percentage Interest” means the percentage of ownership in the Company that, with respect to each Member, entitles the Member to a Membership Interest and is expressed as either:

A. If ownership in the Company is expressed in terms of percentage, the percentage set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement; or

B. If ownership in the Company is expressed in Units, the ratio, expressed as a percentage, of:

(1) the number of Units owned by the Member (expressed as “MU” in the equation below) divided by

- (2) the total number of Units owned by all of the Members of the Company (expressed as "TU" in the equation below).

$$\text{Percentage Interest} = \frac{MU}{TU}$$

"Person" means an individual (natural person), partnership, limited partnership, trust, estate, association, corporation, limited liability company, or other entity, whether domestic or foreign.

"Units" mean, if ownership in the Company is expressed in Units, units of ownership in the Company, that, with respect to each Member, entitles the Member to a Membership Interest which, if applicable, is expressed as the number of Units set forth opposite the name of each Member on Exhibit A, as may be adjusted from time to time pursuant to this Agreement.

## ARTICLE 2: CAPITAL CONTRIBUTIONS, ADDITIONAL MEMBERS, CAPITAL ACCOUNTS AND LIMITED LIABILITY

**2.1 Initial Capital Contributions.** The names of all Members and each of their respective addresses, initial Capital Contributions, and Ownership Interests must be set forth on Exhibit A. Each Member has made or agrees to make the initial Capital Contribution set forth next to such Member's name on Exhibit A to become a Member of the Company.

**2.2 Subsequent Capital Contributions.** Members are not obligated to make additional Capital Contributions unless unanimously agreed by all the Members. If subsequent Capital Contributions are unanimously agreed by all the Members in a consent in writing, the Members may make such additional Capital Contributions on a pro rata basis in accordance with each Member's respective Percentage Interest or as otherwise unanimously agreed by the Members.

### **2.3 Additional Members.**

A. With the exception of a transfer of interest (1) governed by Article 7 of this Agreement or (2) otherwise expressly authorized by this Agreement, additional Persons may become Members of the Company and be issued additional Ownership Interests only if approved by and on terms determined by a unanimous written agreement signed by all of the existing Members.

B. Before a Person may be admitted as a Member of the Company, that Person must sign and deliver to the Company the documents and instruments, in the form and containing the information required by the Company, that the Members deem necessary or desirable. Membership Interests of new Members will be allocated according to the terms of this Agreement.

**2.4 Capital Accounts.** Individual Capital Accounts must be maintained for each Member, unless (a) there is only one Member of the Company and (b) the Company is exempt according to applicable tax laws. Capital Accounts must be maintained in accordance with all applicable tax laws.

**2.5 Interest.** No interest will be paid by the Company or otherwise on Capital Contributions or on the balance of a Member's Capital Account.

**2.6 Limited Liability; No Authority.** A Member will not be bound by, or be personally liable for, the expenses, liabilities, debts, contracts, or obligations of the Company, except as otherwise provided in this Agreement or as required by the Nebraska Uniform Limited Liability Company Act. Unless expressly provided in this Agreement, no Member, acting alone, has any authority to undertake or assume any obligation, debt, or responsibility, or otherwise act on behalf of, the Company or any other Member.

### ARTICLE 3: ALLOCATIONS AND DISTRIBUTIONS

**3.1 Allocations.** Unless otherwise agreed to by the unanimous consent of the Members any income, gain, loss, deduction, or credit of the Company will be allocated for accounting and tax purposes on a pro rata basis in proportion to the respective Percentage Interest held by each Member and in compliance with applicable tax laws.

**3.2 Distributions.** The Company will have the right to make distributions of cash and property to the Members on a pro rata basis in proportion to the respective Percentage Interest held by each Member. The timing and amount of distributions will be determined by the Members in accordance with the Nebraska Uniform Limited Liability Company Act.

**3.3 Limitations on Distributions.** The Company must not make a distribution to a Member if, after giving effect to the distribution:

A. The Company would be unable to pay its debts as they become due in the usual course of business; or



B. The fair value of the Company's total assets would be less than the sum of its total liabilities plus the amount that would be needed, if the Company were to be dissolved at the time of the distribution, to satisfy the preferential rights upon dissolution of Members, if any, whose preferential rights are superior to those of the Members receiving the distribution.

## ARTICLE 4: MANAGEMENT

### 4.1 Management.

A. **Generally.** Subject to the terms of this Agreement and the Nebraska Uniform Limited Liability Company Act, the business and affairs of the Company will be managed by the Members.

B. **Approval and Action.** Unless greater or other authorization is required pursuant to this Agreement or under the Nebraska Uniform Limited Liability Company Act for the Company to engage in an activity or transaction, all activities or transactions must be approved by the Members, to constitute the act of the Company or serve to bind the Company. With such approval, the signature of any Members authorized to sign on behalf of the Company is sufficient to bind the Company with respect to the matter or matters so approved. Without such approval, no Members acting alone may bind the Company to any agreement with or obligation to any third party or represent or claim to have the ability to so bind the Company.

C. **Certain Decisions Requiring Greater Authorization.** Notwithstanding clause B above, the following matters require unanimous approval of the Members in a consent in writing to constitute an act of the Company:

- (i) A material change in the purposes or the nature of the Company's business;
- (ii) With the exception of a transfer of interest governed by Article 7 of this Agreement, the admission of a new Member or a change in any Member's Membership Interest, Ownership Interest, Percentage Interest, or Voting Interest in any manner other than in accordance with this Agreement;
- (iii) The merger of the Company with any other entity or the sale of all or substantially all of the Company's assets; and

- (iv) The amendment of this Agreement.

**4.2 Officers.** The Members are authorized to appoint one or more officers from time to time. The officers will have the titles, the authority, exercise the powers, and perform the duties that the Members determine from time to time. Each officer will continue to perform and hold office until such time as (a) the officer's successor is chosen and appointed by the Members; or (b) the officer is dismissed or terminated by the Members, which termination will be subject to applicable law and, if an effective employment agreement exists between the officer and the Company, the employment agreement. Subject to applicable law and the employment agreement (if any), each officer will serve at the direction of Members, and may be terminated, at any time and for any reason, by the Members.

#### ARTICLE 5: ACCOUNTS AND ACCOUNTING

**5.1 Accounts.** The Company must maintain complete accounting records of the Company's business, including a full and accurate record of each Company transaction. The records must be kept at the Company's principal executive office and must be open to inspection and copying by Members during normal business hours upon reasonable notice by the Members wishing to inspect or copy the records or their authorized representatives, for purposes reasonably related to the Membership Interest of such Members. The costs of inspection and copying will be borne by the respective Member.

**5.2 Records.** The Members will keep or cause the Company to keep the following business records.

- (i) An up to date list of the Members, each of their respective full legal names, last known business or residence address, Capital Contributions, the amount and terms of any agreed upon future Capital Contributions, and Ownership Interests, and Voting Interests;
- (ii) A copy of the Company's federal, state, and local tax information and income tax returns and reports, if any, for the six most recent taxable years;
- (iii) A copy of the articles of organization of the Company, as may be amended from time to time ("Articles of Organization"); and



- (iv) An original signed copy, which may include counterpart signatures, of this Agreement, and any amendments to this Agreement, signed by all then-current Members.

**5.3 Income Tax Returns.** Within 45 days after the end of each taxable year, the Company will use its best efforts to send each of the Members all information necessary for the Members to complete their federal and state tax information, returns, and reports and a copy of the Company's federal, state, and local tax information or income tax returns and reports for such year.

**5.4 Subchapter S Election.** The Company may, upon unanimous consent of the Members, elect to be treated for income tax purposes as an S Corporation. This designation may be changed as permitted under the Internal Revenue Code Section 1362(d) and applicable Regulations.

**5.5 Tax Matters Member.** Anytime the Company is required to designate or select a tax matters partner pursuant to Section 6231(a)(7) of the Internal Revenue Code and any regulations issued by the Internal Revenue Service, the Members must designate one of the Members as the tax matters partner of the Company and keep such designation in effect at all times.

**5.6 Banking.** All funds of the Company must be deposited in one or more bank accounts in the name of the Company with one or more recognized financial institutions. The Members are authorized to establish such accounts and complete, sign, and deliver any banking resolutions reasonably required by the respective financial institutions in order to establish an account.

## ARTICLE 6: MEMBERSHIP - VOTING AND MEETINGS

**6.1 Members and Voting Rights.** The Members have the right and power to vote on all matters with respect to which the Articles of Organization, this Agreement, or the Nebraska Uniform Limited Liability Company Act requires or permits. Unless otherwise stated in this Agreement (for example, in Section 4.1(c)) or required under the Nebraska Uniform Limited Liability Company Act, the vote of the Members holding at least a majority of the Voting Interest of the Company is required to approve or carry out an action.

**6.2 Meetings of Members.** Annual, regular, or special meetings of the Members are not required but may be held at such time and place as the Members deem necessary or desirable for the reasonable management of the Company. A written notice

setting forth the date, time, and location of a meeting must be sent within a reasonable period of time before the date of the meeting to each Member entitled to vote at the meeting. A Member may waive notice of a meeting by sending a signed waiver to the Company's principal executive office or as otherwise provided in the Nebraska Uniform Limited Liability Company Act. In any instance in which the approval of the Members is required under this Agreement, such approval may be obtained in any manner permitted by the Nebraska Uniform Limited Liability Company Act, including by conference call or similar communications equipment. Any action that could be taken at a meeting may be approved by a consent in writing that describes the action to be taken and is signed by Members holding the minimum Voting Interest required to approve the action. If any action is taken without a meeting and without unanimous written consent of the Members, notice of such action must be sent to each Member that did not consent to the action.

#### ARTICLE 7: WITHDRAWAL AND TRANSFERS OF MEMBERSHIP INTERESTS

7.1 **Withdrawal.** Members may withdraw from the Company prior to the dissolution and winding up of the Company (a) by transferring or assigning all of their respective Membership Interests pursuant to Section 7.2 below, or (b) if all of the Members unanimously agree in a written consent. Subject to the provisions of Article 3, a Member that withdraws pursuant to this Section 7.1 will be entitled to a distribution from the Company in an amount equal to such Member's Capital Account.

7.2 **Restrictions on Transfer; Admission of Transferee.** A Member may transfer Membership Interests to any other Person without the consent of any other Member. A person may acquire Membership Interests directly from the Company upon the written consent of all Members. A Person that acquires Membership Interests in accordance with this Section 7.2 will be admitted as a Member of the Company only after the requirements of Section 2.3(b) are complied with in full.

#### ARTICLE 8: DISSOLUTION

8.1 **Dissolution.** The Company will be dissolved upon the first to occur of the following events:

- (i) The unanimous agreement of all Members in a consent in writing to dissolve the Company;



- (ii) Entry of a decree of judicial dissolution under Nebraska Uniform Limited Liability Company Act;
- (iii) At any time that there are no Members, unless and provided that the Company is not otherwise required to be dissolved and wound up, within 90 days after the occurrence of the event that terminated the continued membership of the last remaining Member, the legal representative of the last remaining Member agrees in writing to continue the Company and (i) to become a Member; or (ii) to the extent that the last remaining Member assigned its interest in the Company, to cause the Member's assignee to become a Member of the Company, effective as of the occurrence of the event that terminated the continued membership of the last remaining Member;
- (iv) The sale or transfer of all or substantially all of the Company's assets;
- (v) A merger or consolidation of the Company with one or more entities in which the Company is not the surviving entity.

**8.2 No Automatic Dissolution Upon Certain Events.** Unless otherwise set forth in this Agreement or required by applicable law, the death, incapacity, disassociation, bankruptcy, or withdrawal of a Member will not automatically cause a dissolution of the Company.

#### ARTICLE 9: INDEMNIFICATION

**9.1 Indemnification.** The Company has the power to defend, indemnify, and hold harmless any Person who was or is a party, or who is threatened to be made a party, to any Proceeding (as that term is defined below) by reason of the fact that such Person was or is a Member, officer, employee, representative, or other agent of the Company, or was or is serving at the request of the Company as a director, Governor, officer, employee, representative or other agent of another limited liability company, corporation, partnership, joint venture, trust, or other enterprise (each such Person is referred to as a "Company Agent"), against Expenses (as that term is defined below), judgments, fines, settlements, and other amounts (collectively, "Damages") to the maximum extent now or hereafter permitted under Nebraska law. "Proceeding," as used in this Article 9, means any threatened, pending, or completed action, proceeding, individual claim or matter within a proceeding, whether civil, criminal, administrative,



or investigative. "Expenses," as used in this Article 9, includes, without limitation, court costs, reasonable attorney and expert fees, and any expenses incurred relating to establishing a right to indemnification, if any, under this Article 9.

**9.2 Mandatory.** The Company must defend, indemnify and hold harmless a Company Agent in connection with a Proceeding in which such Company Agent is involved if, and to the extent, Nebraska law requires that a limited liability company indemnify a Company Agent in connection with a Proceeding.

**9.3 Expenses Paid by the Company Prior to Final Disposition.** Expenses of each Company Agent indemnified or held harmless under this Agreement that are actually and reasonably incurred in connection with the defense or settlement of a Proceeding may be paid by the Company in advance of the final disposition of a Proceeding if authorized by a vote of the Members that are not seeking indemnification holding a majority of the Voting Interests (excluding the Voting Interest of the Company Agent seeking indemnification). Before the Company makes any such payment of Expenses, the Company Agent seeking indemnification must deliver a written undertaking to the Company stating that such Company Agent will repay the applicable Expenses to the Company unless it is ultimately determined that the Company Agent is entitled or required to be indemnified and held harmless by the Company (as set forth in Sections 9.1 or 9.2 above or as otherwise required by applicable law).

## ARTICLE 10: GENERAL PROVISIONS

**10.1 Notice.** (a) Any notices (including requests, demands, or other communications) to be sent by one party to another party in connection with this Agreement must be in writing and delivered personally, by reputable overnight courier, or by certified mail (or equivalent service offered by the postal service from time to time) to the following addresses or as otherwise notified in accordance with this Section: (i) if to the Company, notices must be sent to the Company's principal executive office; and (ii) if to a Member, notices must be sent to the Member's last known address for notice on record. (b) Any party to this Agreement may change its notice address by sending written notice of such change to the Company in the manner specified above. Notice will be deemed to have been duly given as follows: (i) upon delivery, if delivered personally or by reputable overnight carrier or (ii) five days after the date of posting if sent by certified mail.

**10.2 Entire Agreement; Amendment.** This Agreement along with the Articles of Organization (together, the "Organizational Documents"), constitute the entire



agreement among the Members and replace and supersede all prior written and oral understandings and agreements with respect to the subject matter of this Agreement, except as otherwise required by the Nebraska Uniform Limited Liability Company Act. There are no representations, agreements, arrangements, or undertakings, oral or written, between or among the Members relating to the subject matter of this Agreement that are not fully expressed in the Organizational Documents. This Agreement may not be modified or amended in any respect, except in a writing signed by all of the Members, except as otherwise required or permitted by the Nebraska Uniform Limited Liability Company Act.

**10.3 Governing Law; Severability.** This Agreement will be construed and enforced in accordance with the laws of the state of Nebraska. If any provision of this Agreement is held to be unenforceable by a court of competent jurisdiction for any reason whatsoever, (i) the validity, legality, and enforceability of the remaining provisions of this Agreement (including without limitation, all portions of any provisions containing any such unenforceable provision that are not themselves unenforceable) will not in any way be affected or impaired thereby, and (ii) to the fullest extent possible, the unenforceable provision will be deemed modified and replaced by a provision that approximates the intent and economic effect of the unenforceable provision and the Agreement will be deemed amended accordingly.

**10.4 Further Action.** Each Member agrees to perform all further acts and execute, acknowledge, and deliver any documents which may be reasonably necessary, appropriate, or desirable to carry out the provisions of this Agreement.

**10.5 No Third Party Beneficiary.** This Agreement is made solely for the benefit of the parties to this Agreement and their respective permitted successors and assigns, and no other Person or entity will have or acquire any right by virtue of this Agreement. This Agreement will be binding on and inure to the benefit of the parties and their heirs, personal representatives, and permitted successors and assigns.

**10.6 Incorporation by Reference.** The recitals and each appendix, exhibit, schedule, and other document attached to or referred to in this Agreement are hereby incorporated into this Agreement by reference.

**10.7 Counterparts.** This Agreement may be executed in any number of counterparts with the same effect as if all of the Members signed the same copy. All counterparts will be construed together and will constitute one agreement.

*[Remainder Intentionally Left Blank.]*

**IN WITNESS WHEREOF**, the parties have executed or caused to be executed this Operating Agreement and do each hereby represent and warrant that their respective signatory, whose signature appears below, has been and is, on the date of this Agreement, duly authorized to execute this Agreement.

Dated: 5/3/17

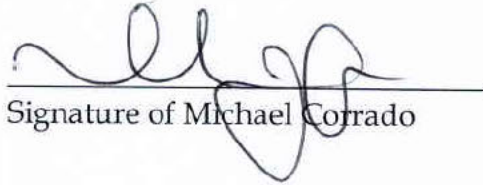
  
Signature of Michael Corrado

EXHIBIT A  
**MEMBERS**

The Members of the Company and their respective addresses, Capital Contributions, and Ownership Interests are set forth below. The Members agree to keep this Exhibit A current and updated in accordance with the terms of this Agreement, including, but not limited to, Sections 2.1, 2.3, 2.4, 7.1, 7.2, and 10.1.

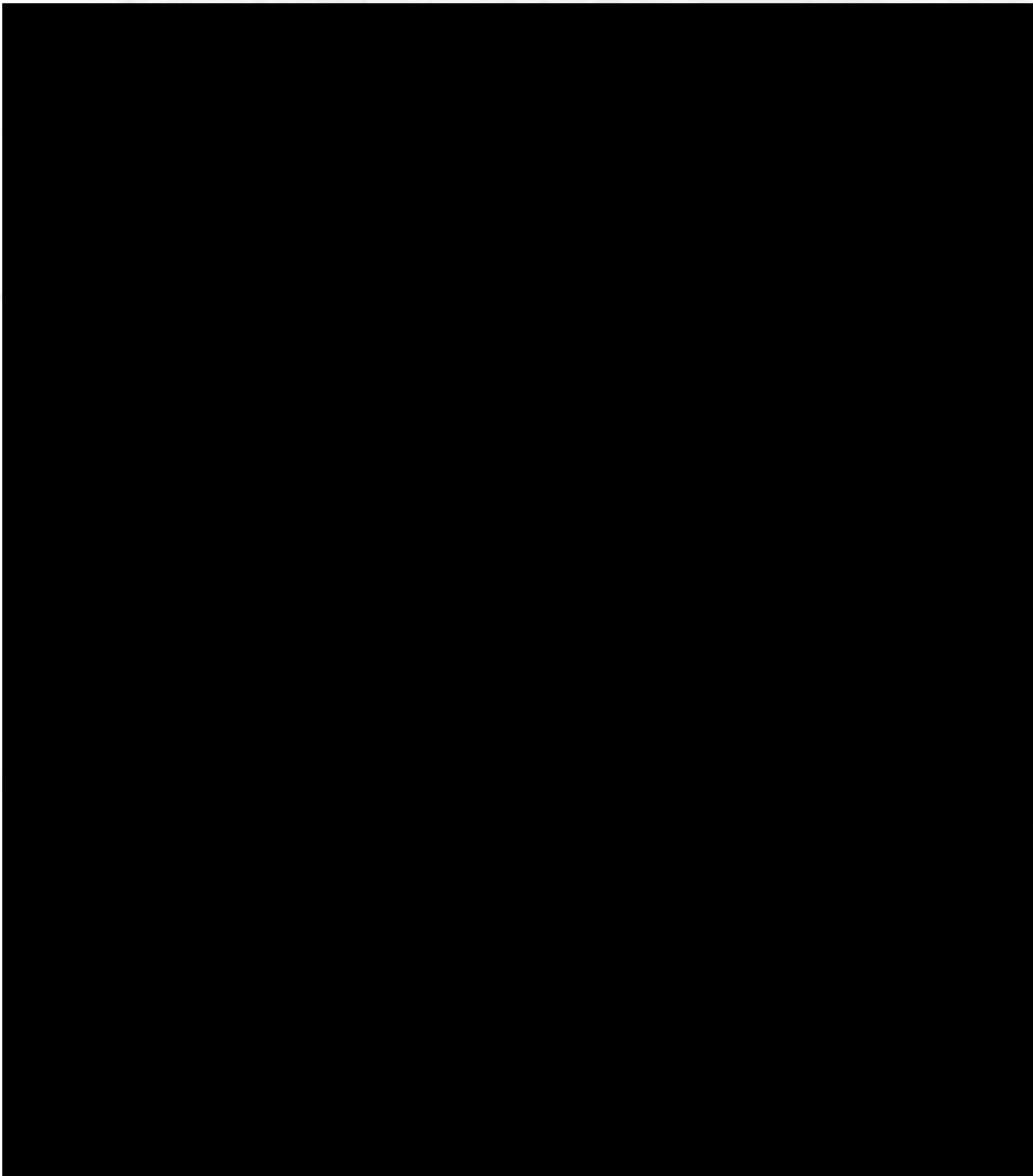
<b>Members</b>	<b>Capital Contribution</b>	<b>Percentage Interest</b>
Michael Corrado Address: 9007 F Street Omaha, Nebraska 68127		100%

**VA**



U.S. Department  
of Veterans Affairs

**Member Services**  
**Health Eligibility Center**  
2957 Clairmont Rd NE STE 200  
Atlanta GA 30329-1647







## Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 2/10/2023.

**Name:** Carla J. Habrich  
**Type:** Alcohol and Drug Counselor  
**Number:** 1262  
**Status:** Active  
**Issued:** 05/14/2018  
**Expiration:** 09/01/2024  
**Education:** 08/15/2012 Metropolitan Community College  
05/10/2014 Grace University  
05/06/2017 Grace University

### Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or [DHHS.LicensureUnit@nebraska.gov](mailto:DHHS.LicensureUnit@nebraska.gov).





## Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 2/10/2023.

**Name:** Carla J. Habrich  
**Type:** Independent Mental Health Practitioner  
**Number:** 2540  
**Status:** Active  
**Issued:** 11/03/2020  
**Expiration:** 09/01/2024  
**Education:** 08/15/2012 Metropolitan Community College  
05/10/2014 Grace University  
05/06/2017 Grace University

### Disciplinary/Non-Disciplinary Information:

No disciplinary/non-disciplinary actions taken against this license.

If you have questions about this information, please contact the Licensure Unit at (402) 471-2115 or [DHHS.LicensureUnit@nebraska.gov](mailto:DHHS.LicensureUnit@nebraska.gov).



December 15, 2022

