

**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:
TMW			

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:
TMU			

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:
TMLW			

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:
TMLW			

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:
TMLW			

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:
TMW			

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:
TMW			

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:
TMW			

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

M. **INDEMNIFICATION**

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

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:
TMW			

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:
TMW			

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:
TMW			

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

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

**Q. FORCE MAJEURE**

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

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. ACCEPTER CONFIDENTIALITY**

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

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

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

**S. EARLY TERMINATION**

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

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:
TMU			

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:
TMM			

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:
TMU			

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:
TMU			

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

**E. DISCOUNTS**

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

**F. PRICES**

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

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

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

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

**G. COST CLARIFICATION**

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

**H. PERMITS, REGULATIONS, LAWS**

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

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:
TMW			

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

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

J. **INSURANCE REQUIREMENTS**

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

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**

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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:
TMMW			

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:
TMMW			

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:
TMU			

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:
TMU			

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:
TMU			

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:
TMMW			

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:
TMMW			

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:
TMMW			

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:
JMU			

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.



**D. INSPECTION AND APPROVAL**

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

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:
TMLU			

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:
TMU			

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

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

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

Preparation of Response Contact Information	
Contractor Name:	T Michael Wiggins
Contractor Address:	7802 North 81st Street Omaha, Ne. 68122
Contact Person & Title:	T. Michael Wiggins Owner/ Manager
E-mail Address:	michael.patrickhouse@gmail.com
Telephone Number (Office):	402-686-8620
Telephone Number (Cellular):	402-686-8620
Fax Number:	866-208-3154

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:	T. Michael Wiggins Owner/ Manager
Contractor Address:	7802 North 81st Street Omaha, Ne. 68122
Contact Person & Title:	T. Michael Wiggins Owner/ Manager
E-mail Address:	michael.patrickhouse@gmail.com
Telephone Number (Office):	402-686-8620
Telephone Number (Cellular):	402-686-8620
Fax Number:	866-208-3154

**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.

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

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

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

**FORM MUST BE SIGNED USING AN INDELIBLE METHOD OR DOCUSIGN**

FIRM:	Mink Assets (Wiggins House, Patrick House)
COMPLETE ADDRESS:	7802 North 81st Street Omaha, Ne. 68122
TELEPHONE NUMBER:	402-686-8620
FAX NUMBER:	866-208-3154
DATE:	03-28-2022
SIGNATURE:	<i>T. Michael Wiggins</i>
TYPED NAME & TITLE OF SIGNER:	T. Michael Wiggins Owner/ Manager

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

Bidder Name: T. Michael Wiggins

Bidder should complete all questions in Attachment A

Location availability											
<b>1.1</b>	Indicate which areas where transitional living will be available:										
<p><b>Response:</b> <span style="margin-left: 100px;"><i>3 houses</i></span></p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102                 </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508                 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803                 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901                 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845                 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702                 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101                 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361                 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/> OTHER (Provide location):                 </td> </tr> </table>		<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508										
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<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702										
<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361										
<input type="checkbox"/> OTHER (Provide location):											

<b>1.2</b>	Provide the physical address of the Transitional Living with Programming location(s).
<p><b>Response:</b> <i>6615 North 46<sup>th</sup> Ave Omaha NE 68152</i> <i>4502 Redick Ave Omaha NE 68152</i></p>	

✓

ATTACHMENT A, Bidder Questionnaire  
RFQ 111765 Z6

Transitional Living Housing, including Mental Health Programming, for Parole clients

General

2.1 Describe how any potential areas of concern will be identified and the mitigation plan. These areas may include but are not limited to: Staffing, cleanliness, and/or building code deficiencies.

Response: I am a HANDSON Landlord/entrepreneur, I am surrounded by people who would fill in at any time should I need staff. We clean daily & I inspect weekly. As a licensed, Vets contractor I bring ANY property of own up to code requirements and all my houses are Registered under the landlord registry reqm requirements

2.2 Describe previous work experience with the NBOP and/or Division of Parole Supervision.

Response: For the past 4 years I have done everything I am now contracting for. I am present in NE prisons working closely with security staff then participate in all parole hearings to fully understand what expectations & circumstances surround each parolee. I am fully vested.

2.3 Describe the number of beds that are available to the NBOP/Division of Parole Supervision.

Response: I have 15 programming beds between 2 houses that have zoning letters of approval, to comply with city zoning ordinances,

ATTACHMENT A, Bidder Questionnaire  
RFQ 111765 Z6

Transitional Living Housing, including Mental Health Programming, for Parole clients

Programs	
3.1	Describe what programming/education that is provided.
<p>Response: We provide Cognitive behavioral therapy, sex offender specific Victim empathy, relapse prevention. I have a banker from Bank of the West teach weekly banking skills along with credit building and savings and future investment plans.</p>	
3.2	Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming.
<p>Response: One staff member. Karen Backus MSW 7318 and PLMHP 11714</p>	





**SOS Account Number**

2010148178

**Status**

Active

**Principal Office Address**

No address on file

**Registered Agent and Office Address**

THOMAS M WIGGINS

7802 N 81ST STREET

OMAHA, NE 68122

**Designated Office Address**

7802 N 81ST STREET

OMAHA, NE 68122

**Nature of Business**

Not Available

**Entity Type**

Domestic LLC

Qualifying State: NE

**Date Filed**

Oct 22 2020

**Filed Documents**

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

Document	Date Filed	Price
<input type="checkbox"/> Certificate of Organization	Oct 22 2020	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Proof of Publication	Nov 23 2020	\$0.45 = 1 page(s) @ \$0.45 per page

**Good Standing Documents**

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

 **Online Certificate of Good Standing with Electronic Validation****\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

 **Certificate of Good Standing - USPS Mail Delivery****\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

City of Omaha Planning Department  
Building and Development  
Certificate of Licensure

MIKE WIGGINS  
7802 N 81 ST  
OMAHA, NE 68122

License #: LIC-1800712

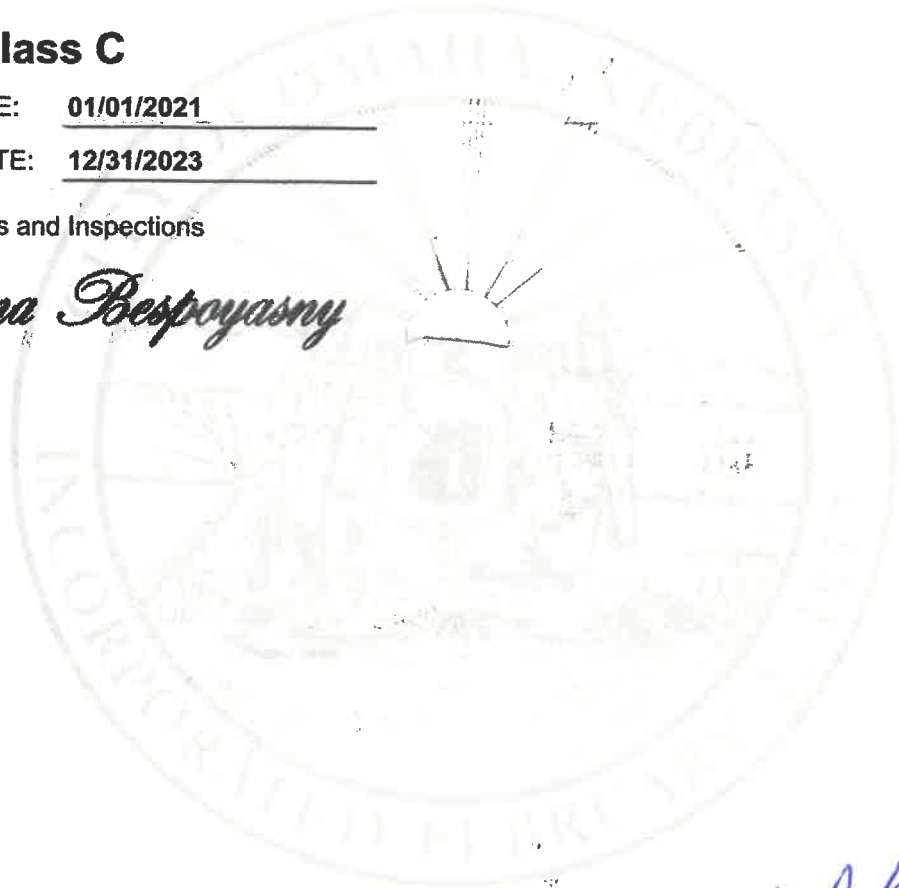
**Building Class C**

EFFECTIVE DATE: 01/01/2021

EXPIRATION DATE: 12/31/2023

DIVISION: Permits and Inspections

BY: *Anna Despoyasny*



*Michael Wiggins*

City of Omaha  
Permits and Inspections  
MIKE WIGGINS  
Building Class C  
License #: LIC-1800712  
Expires: 12/31/2023

*Anna Despoyasny*  
Anna Despoyasny,  
Building Superintendent



City of Omaha  
Permits and Inspections  
MIKE WIGGINS  
Building Class C  
License #: LIC-1800712  
Expires: 12/31/2023

*Anna Despoyasny*  
Anna Despoyasny,  
Building Superintendent



**MINK ASSETS, LLC**

Sun Mar 27 22:47:43 2022

**SOS Account Number**  
10136889  
**Status**  
Active

**Principal Office Address**  
7802 N 81ST ST  
OMAHA, NE 68122  
USA

**Registered Agent and Office Address**  
MICHAEL WIGGINS  
7802 N 81ST STREET  
OMAHA, NE 68122  
**Designated Office Address**  
7802 N. 81ST STREET  
OMAHA, NE 68122

*Michael Wiggins*

**Nature of Business**  
Not Available  
**Entity Type**  
Domestic LLC  
**Qualifying State:** NE  
**Date Filed**  
Jun 28 2010

**Next Report Due Date**  
Jan 01 2023

**Filed Documents**

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

Document	Date Filed	Price
<input type="checkbox"/> Articles Limited	Jun 28 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	May 12 2011	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Mar 04 2013	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Mar 13 2015	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 29 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Statement of Change	Feb 23 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 19 2019	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Record of Determination	Apr 05 2021	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	May 24 2021	\$0.45 = 1 page(s) @ \$0.45 per page

**Good Standing Documents**

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- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

Online Certificate of Good Standing with Electronic Validation

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

Certificate of Good Standing - USPS Mail Delivery

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

↑ Back to Top

**MINK PROPERTIES, LLC**

Sun Mar 27 22:49:06 2022

**SOS Account Number**  
10134012  
**Status**  
Active

**Principal Office Address**  
7802 N. 81ST STREET  
OMAHA, NE 68122  
USA

**Registered Agent and Office Address**  
MICHAEL WIGGINS  
7802 N 81ST STREET  
OMAHA, NE 68122  
**Designated Office Address**  
7802 N. 81ST STREET  
OMAHA, NE 68122

*Michael Wiggins*

**Nature of Business**  
Not Available  
**Entity Type**  
Domestic LLC  
**Qualifying State:** NE  
**Date Filed**  
Apr 05 2010

**Next Report Due Date**  
Jan 01 2023

**Filed Documents**

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

Document	Date Filed	Price
<input type="checkbox"/> Articles Limited	Apr 05 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Amendment	Jun 28 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	May 12 2011	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Mar 04 2013	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Mar 13 2015	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 29 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Statement of Change	Feb 23 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 30 2019	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Record of Determination	Apr 05 2021	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	May 24 2021	\$0.45 = 1 page(s) @ \$0.45 per page

**Good Standing Documents**

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

\$6.50

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**Certificate of Good Standing - USPS Mail Delivery**

\$10.00

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

[↑ Back to Top](#)

**MINK ENTERPRISES, LLC**

Sun Mar 27 22:48:25 2022

**SOS Account Number**  
10134013  
**Status**  
Active

**Principal Office Address**  
7802 N. 81ST STREET  
OMAHA, NE 68122  
**Registered Agent and Office Address**  
MICHAEL WIGGINS  
7802 N 81ST STREET  
OMAHA, NE 68122  
**Designated Office Address**  
7802 N 81ST STREET  
OMAHA, NE 68122

*2 Michael Wiggins*

**Nature of Business**  
Not Available  
**Entity Type**  
Domestic LLC  
Qualifying State: NE  
**Date Filed**  
Apr 05 2010

**Next Report Due Date**  
Jan 01 2023

**Filed Documents**

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

Document	Date Filed	Price
<input type="checkbox"/> Articles Limited	Apr 05 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Amendment	Jun 28 2010	\$0.90 = 2 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	May 12 2011	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Change of Agent or Office	May 16 2011	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Mar 04 2013	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Feb 09 2015	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 29 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Statement of Change	Feb 23 2017	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 19 2019	\$0.45 = 1 page(s) @ \$0.45 per page
<input type="checkbox"/> Biennial Report	Jan 18 2021	\$0.45 = 1 page(s) @ \$0.45 per page

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Select All | Select None

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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

Mike Wiggins  
PatrickHouse  
7802 North 81st Street  
Omaha, NE 68122

RE: 5518 North 65th Street (PIN 1612740296) Legally described as *LAMPS BENSON LOT 14 BLOCK 8 60 X 125*.

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

The property is zoned R4(35)-Single-Family Residential District (High Density). 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	R4(35)-Single-Family Residential District (High Density)
South	R4(35)-Single-Family Residential District (High Density)
East	R4(35)-Single-Family Residential District (High Density)
West	R4(35)-Single-Family Residential District (High Density), R4(35)-FF-Single-Family Residential District (High Density) with a Flood Fringe Overlay

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 R4 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 12, 2021

Mike Wiggins  
Mink Assets LLC  
7802 North 81st Street  
Omaha, NE 68122

RE: 6615 North 46th Avenue (PIN 1426420525) Legally described as *JIZBA HEIGHTS LOT 13 BLOCK 0 55 X 118.5*.

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

The property is zoned R4(35)-Single-Family Residential District (High Density). 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:
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East	R4(35)-Single-Family Residential District (High Density)
West	R4(35)-Single-Family Residential District (High Density)


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.

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Sincerely,  
OMAHA CITY PLANNING DEPARTMENT

  
Geoff Solomonson  
City Planner, Omaha City Planning



## 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 8/27/2021.

**Name:** Karen Akumu Backus  
**Type:** Provisional Mental Health Practitioner  
**Number:** 11714  
**Status:** Active  
**Issued:** 12/20/2018  
**Expiration:** 12/20/2023  
**Education:** 12/19/2014 Nebraska Wesleyan University  
05/04/2018 University of Nebraska at Omaha

### 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 8/27/2021.

**Name:** Karen Akumu Backus  
**Type:** Provisional Master Social Worker  
**Number:** 7318  
**Status:** Active  
**Issued:** 12/20/2018  
**Expiration:** 12/20/2023  
**Education:** 12/19/2014 Nebraska Wesleyan University  
05/04/2018 University of Nebraska at Omaha

### 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).

## **AUTHORIZATION FOR RELEASE OF INFORMATION**

**Karen Backus PLCSW**

### **CONFIDENTIALITY**

Therapy is client-centered, which means that we will work together to identify a treatment goal or several goals after a thorough assessment. you will take an active role in setting and achieving your treatment goals. Your commitment to a treatment plan is necessary for you to experience the most successful outcome.

Initial here: \_\_\_\_\_

### **LIMITS OF CONFIDENTIALITY STATEMENT:**

All information between practitioner and client is held strictly confidential. There are legal exceptions to this:

1. The client authorizes a release of information with a signature.
2. The client's mental condition becomes an issue in a lawsuit.
3. The client presents as a physical danger to self.
4. The client presents as a danger to others.
5. Child or Elder abuse and/or neglect is suspected.

All written and spoken material from any and all sessions is confidential unless written permission is given to release all or part of the information to a specified person, person, or agency. If group therapy is utilized as part of the treatment, details of the group discussion are not to be discussed outside of the counseling sessions. As part of my ongoing training, I do participate in supervision, which may include your case. This is done in complete confidentiality and your name is not used.

Initial here: \_\_\_\_\_

### **CONTACTING ME**

I am often not immediately available by telephone. I can be reached through house manager Mike on phone number 402-686-8620, he will be able to relay the message, expect a reply within the 2 hours of receipt.

Initial here: \_\_\_\_\_

**DUTY TO WARN:**

In the event that the undersigned therapist reasonably believes that I am a danger physically, to myself or another person, I specifically consent for the therapist to warn the person in danger and to contact the following persons, in addition to medical and law enforcement person in addition to medical and law enforcement personnel.

Emergency Contact Name \_\_\_\_\_

Telephone Number \_\_\_\_\_

Initial \_\_\_\_\_

This authorization shall remain in effect until \_\_\_\_\_ at which time it shall expire and no further release of information shall be made under its terms. I understand that I can revoke this authorization at any time by giving written notice to the parties named above. I also understand that I have the right to examine and copy the information disclosed.

I hereby release the parties named above from any liabilities for release of this information.

\_\_\_\_\_  
Signature of Client

\_\_\_\_\_  
Date

ELECTRONIC PROPOSAL FILE  
NO 1 OF 3  
RFQ 111765 Z6  
COMPANY NAME: WIGGINS HOUSE  
4502 REDICK AVE  
OMAHA NE 68152

## **REQUEST FOR QUALIFICATION (RFQ)**

### **CORPORATE OVERVIEW**

Wiggins Houses and Mink Assests are owned by Michael Wiggins, and have been open for business since 2018, they are located in Omaha Nebraska. I am a licensed building contractor who has renovated property in Nebraska and Iowa for the past 12 years. I have been working with sex offenders since 1987 in the state of Texas, I have been operating my own sober Transistional living houses for sex offenders for the past 4 years. Our purpose at Wiggins house is to provide a safe and healthy, stable environment for sex offenders while protecting public interests and safety. Our case management and hands-on approach has been successful, In the last 4 years we have had one person sent back to prison for a new charge (internet picture). We provide open lines of communications with the parole board, parole officers, re-entry staff, and employers, to strengthen the confidence of the parolees to enhance their success once released. As a licensed contractor working with various contractors and businesses for the last 12 years, I have established many relationships which give parolees employment opportunities that they may have otherwise not been afforded.

I personally interview each client, their references provided such as family members and friends while they are incarcerated to assess if they are a potential fit for our sober therapeutic environment, I attend all parole hearings to participate and answer any questions and reassure the parole board members of my commitment to the success of each parolee.

### **FINANCIAL STATEMENTS**

Wiggins Houses are under Michael Wiggins and Mink Assets.

Please find financial recent banking statements attached.

### **CONTRACTOR IDENTIFICATION AND INFORMATION**

**EIN: 27-2970197**

T. Michael Wiggins

Mink Assests

Address: 7802 N 81 St

Omaha NE 68122

Phone number: 402- 686-8620

Email: michael.patrickhouse@gmail.com

Opened houses for business 2018

### **CHANGE OF OWNERSHIP**

There have been no changes in ownership in the past 12 months and there is no anticipation of a change during the contract period.

### **OFFICE LOCATION**

#### **Mink Assets**

Office Address        7802 N 81 St  
                                 Omaha NE 68122

### **RELATIONSHIPS WITH THE STATE:**

In the past 4 years I have worked with the state and federal as a private owner with the emphasis of paroled sex offenders for 4 years and had probation cases for 2 years. There is no signed contract with any state entity.

### **CONTRACTOR'S EMPLOYEE RELATIONS TO STATE**

There is no signed contract relationship with the state of Nebraska

### **CONTRACT PERFORMANCE**

Mink Assets has not had any signed contracts with the state, hence there is no termination to report.

### **SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

If awarded the contract, Mink Assets has 2 residential houses that have already been approved by Omaha, Douglas County zoning and Nebraska parole supervisor Jeff Beran. These residential

houses can house up to 15 residents. In the past I have worked with Nebraska Board of Pardons and Parole (BOPP) both state and federal, I have also worked with Nebraska probation. I currently have Nebraska State parolees and Federal Parolees living in my houses. I subcontract with Karen Backus a licensed social worker (provisional mental health license 11714 and master social work 7318) and a volunteer, Phillip Wightman a personal banker Bank of the West.

### **SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL /MANAGEMENT APPROACH**

Wiggins Houses has one staff member that assists with running the project. Michael Wiggins is the owner and general manager of the houses. Karen Backus assists with paperwork and providing therapeutic services. Phillip Wightman volunteers with providing banking education and meets once a week with residents.

### **SUB-CONTRACTOR**

Karen Backus assists with paperwork and providing therapeutic services.

**EIN 81-4138136**

Karen Backus

Address: 4821 N 50<sup>th</sup> St

Omaha NE 68104

Phone Number: 402-739-7511

Email: karen.backus15@gmail.com

### **TECHNICAL APPROACH**

#### **PROJECT OVERVIEW**

Our mission is to create safe, sober and supportive living environment for sex offenders transitioning to the community. We provide housing for sex offenders in the state of Nebraska for 3 to 6 months, which is individually tailored because we understand how difficult it can be for a sex offender to find housing and steady income. Wiggins houses are able to house up to 15 parolees. We take ONLY sex offenders to minimize tension of newly paroled residents.

Clients are provided with basic supportive items for settling in the community which include transportation to various places to sign up for new state Identification cards, postal address change, assistance with identifying and applying for community resources and medical referrals

and programs in the community that assist with job search. Transportation to Sheriff's office for registration is done within 72 hours after arrival. We refer them to the RAPP program and the 180-re-entry program at Metropolitan Community College for enhancing education and potential education. The houses have landline phones, WIFI, 2 community TVs, and cable network. The houses are fully furnished with a full-service kitchen, there is a community food pantry, rooms have dressers and twin-size individual beds, and provide washer and dryer in each house. In the event that someone has no money, house manager Mike Wiggins offers financial assistance for the purpose of minimizing excess stress. Residents are mandated to clean their living environments. We promote safe and sober non substance use while living in the house, except for cigarette smoking, which is designated outside of the house. There are cameras installed at the entrances of the houses, they cover the front, back and side view of the houses. Residents complete a form for accountability when leaving for visits. Curfew times are implemented for all employed residents at 10 pm and unemployed curfew times are 7 pm, please see the attached house rules. Residents are given random drug tests, when necessary, we use I cup 8, 14, and 15 panel drug tests depending on client situation. Visitors are not allowed on the premises unless accompanied by a house manager.

Programming is done in the evenings, from 6 pm to 9 pm Mondays, Tuesdays and Thursdays for groups and individual therapy. On Sunday they have Banking programming and house meeting.

The house provides bicycles that can be used by residents to go to work if needed, we offer exercising equipment at the Redick Avenue house, all residents in both houses have access to this equipment. The houses are equipped with 2 fire extinguishers, one on each floor, (in the kitchen and near the Furnace) carbon monoxide, and smoke detectors comply with residential building code.

### **PROJECT ENVIROMENT**

Wiggins houses have been approved by Omaha, Douglas County zoning, to provide transitional living housing. Please see attachments for ownership

Address for residential house;

4502 Redick Ave

Omaha NE 68152

### **SERVICE REQUIREMENT /IN SCOPE SERVICES**

Transitional Living with Programming:

We provide supportive temporary sober, safe and secure living housing, which includes services to facilitate transitioning into independent living.

We have programming on Mondays, Tuesdays, Thursdays and Sundays evening.

PLCSW licensed in Nebraska



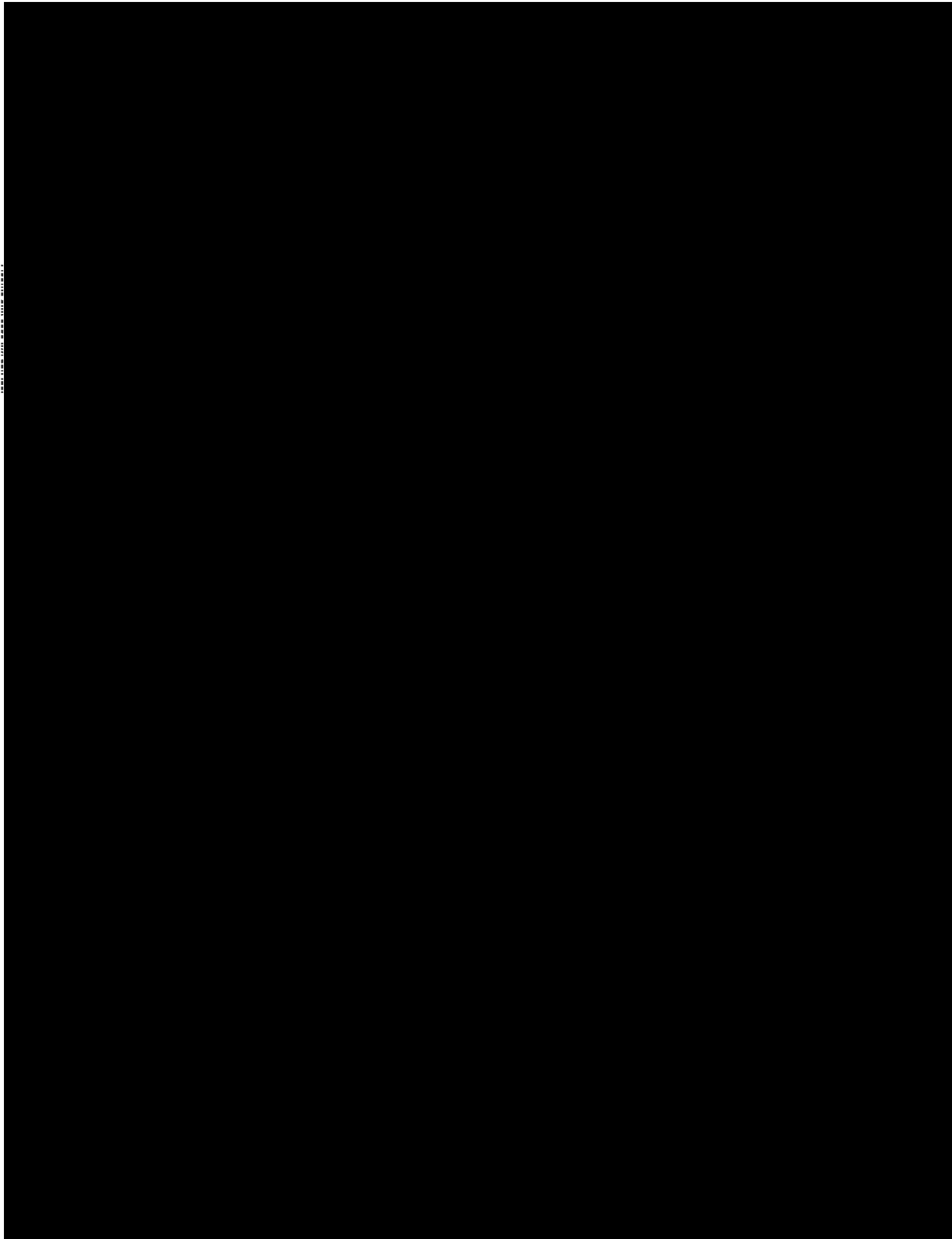
Banker from Bank of the West - once a week.

### **REQUIREMENT DOCUMENTS**

Please find the required documentation in the attachments.

- Residence rules and regulations
- Residence grievances and appeal process policy (Grievance forms)
- Resident case records (Intake, Membership agreement and termination forms)
- Emergency plans (Fire drill plan).
- Housing plans and maintenance
- Weekly programming schedule
- Resume and licensing for PLCSW
- Resume and licensing for Banker
- Financial statements
- Ownership and company registration
- Indemnification and Release Agreement

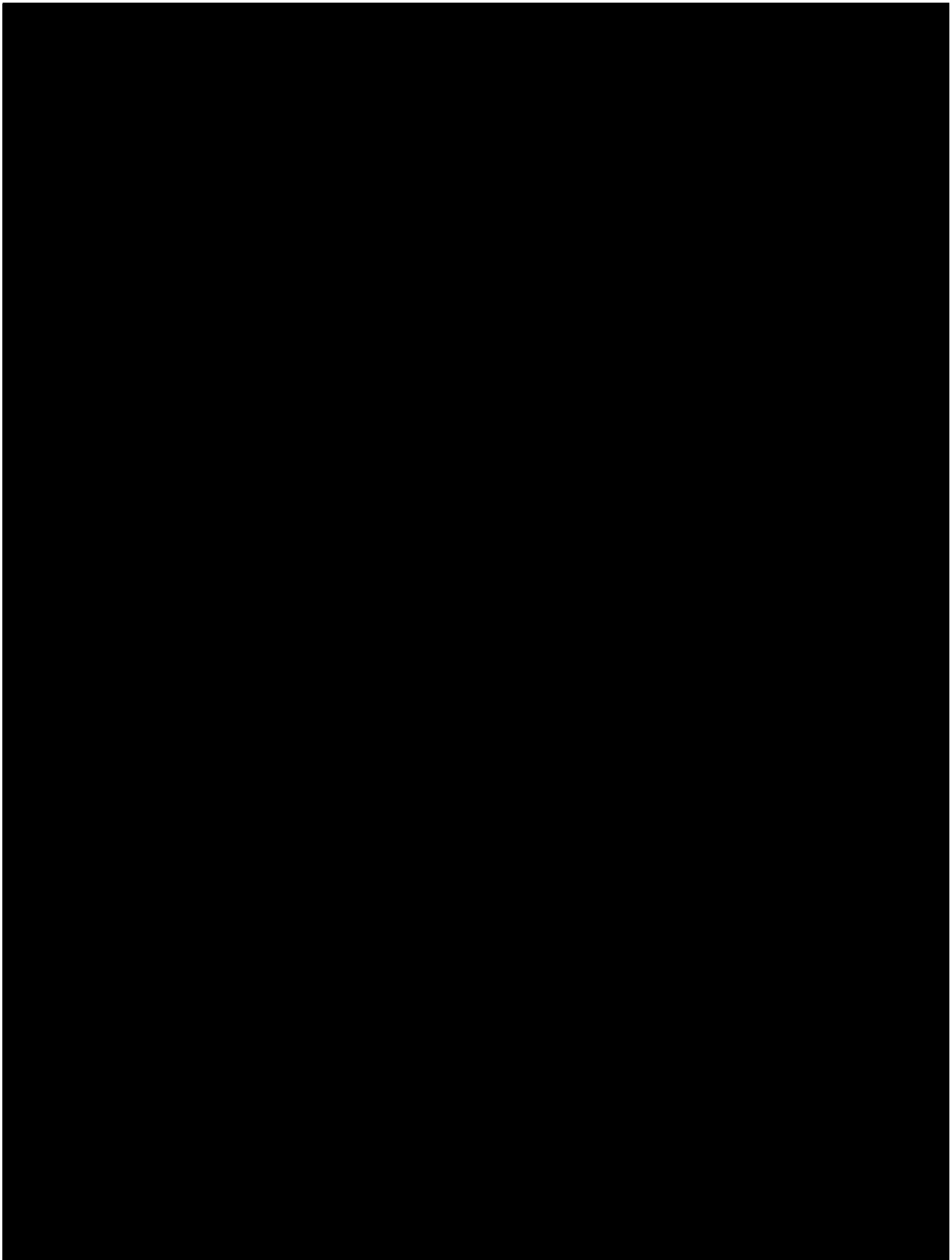
14462 8037856 032227 064453 0001/0003



In South Dakota, Bank of the West operates under the name of Bank of the West California

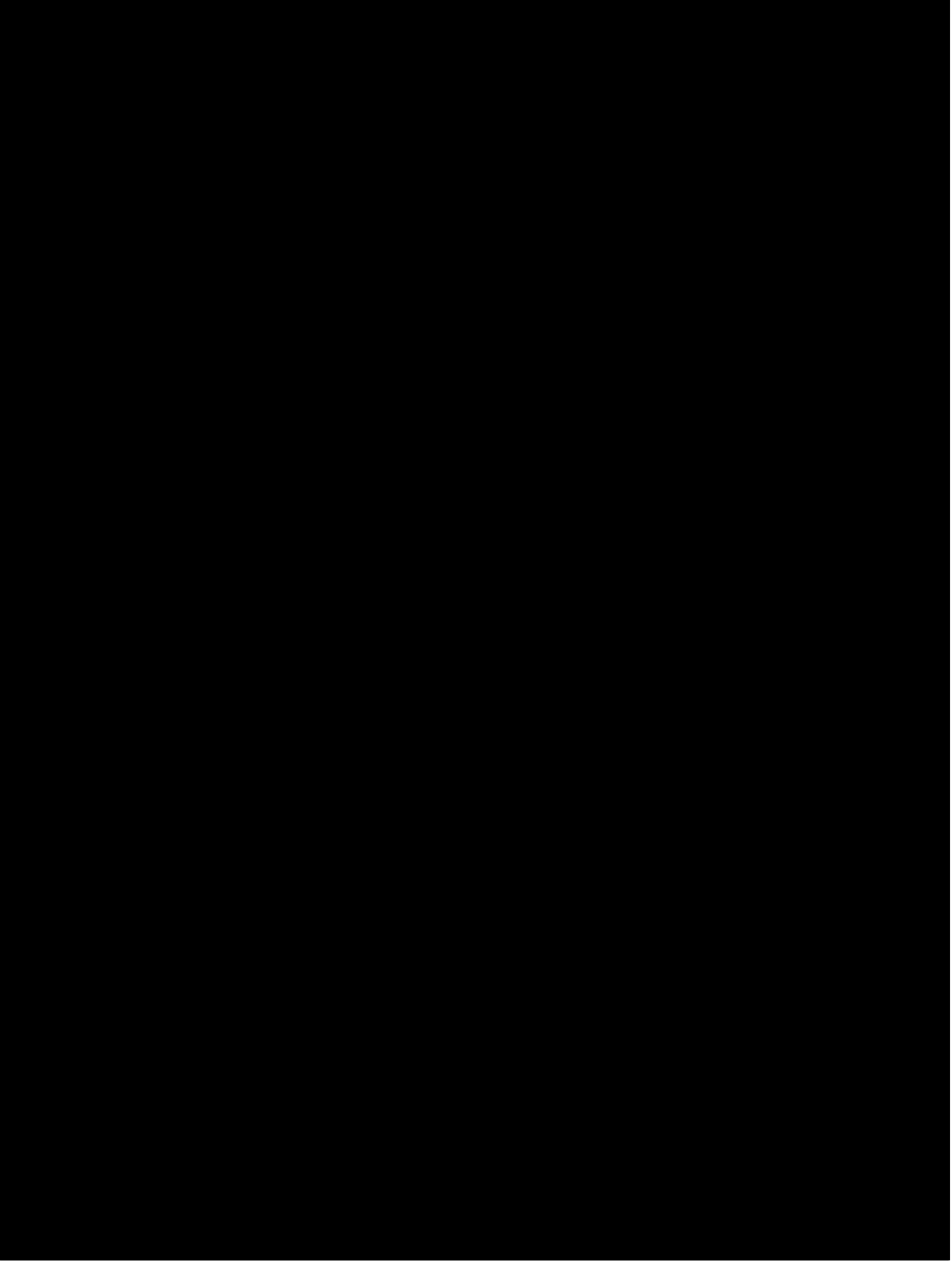
Member  
**FDIC**

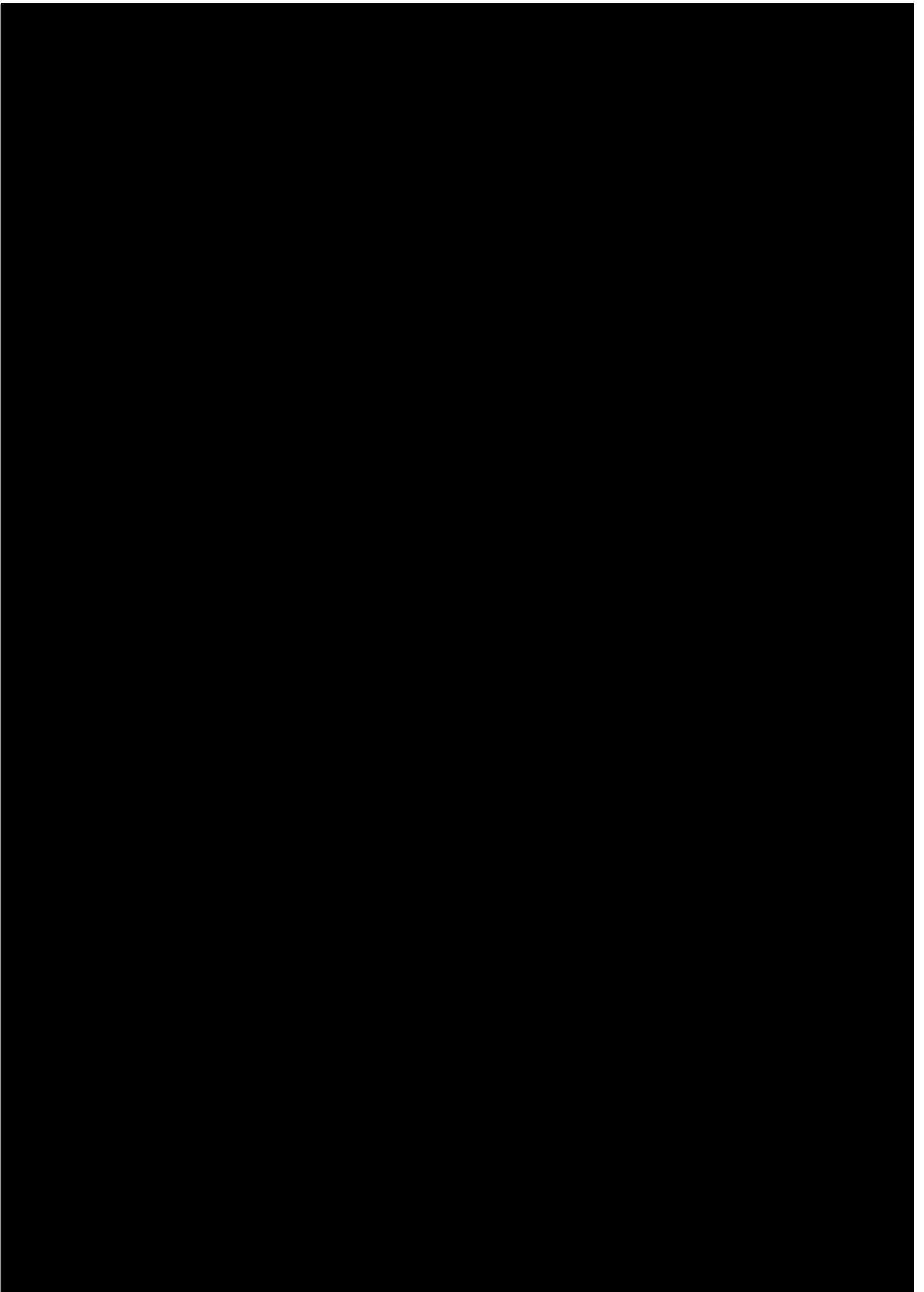




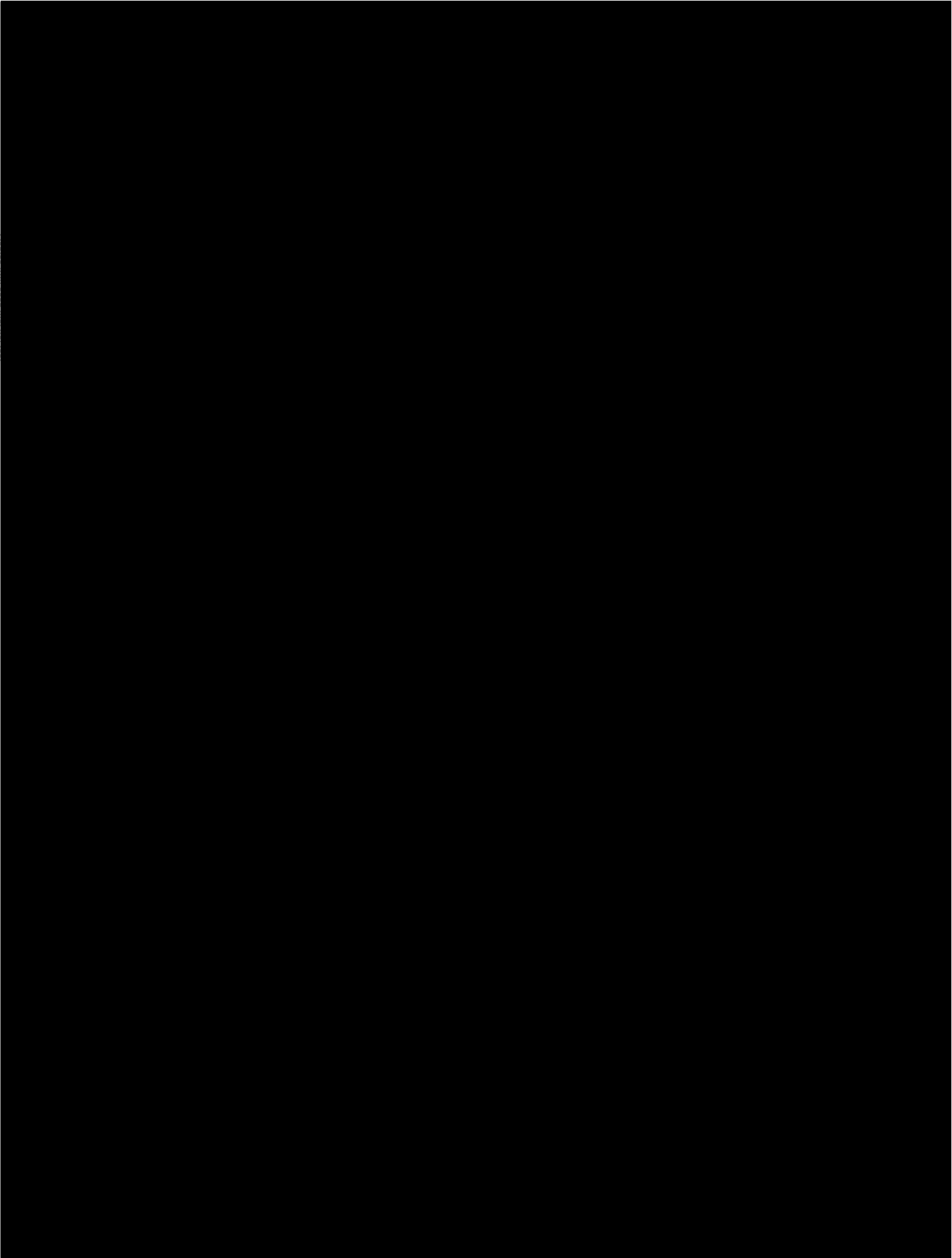
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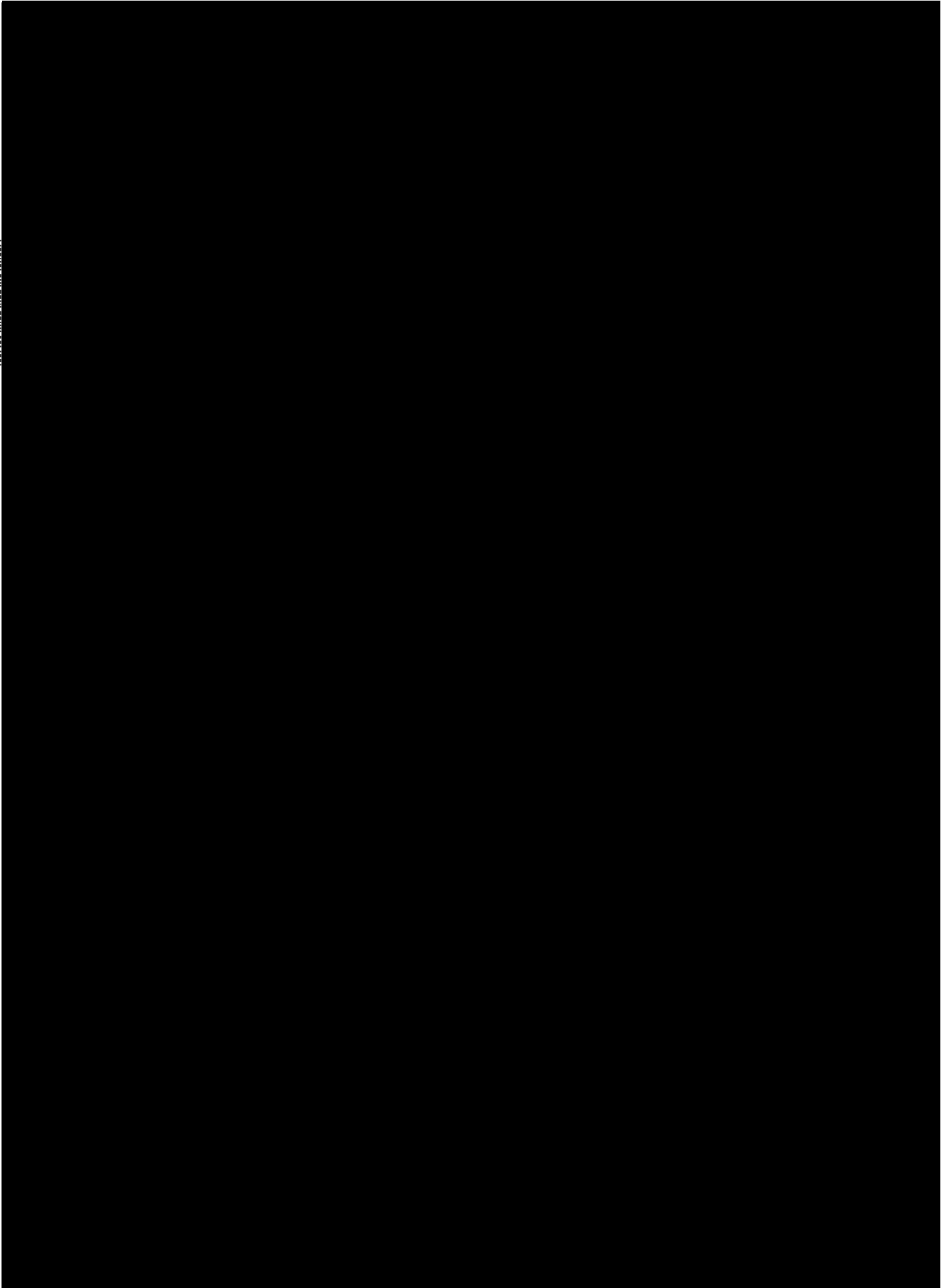


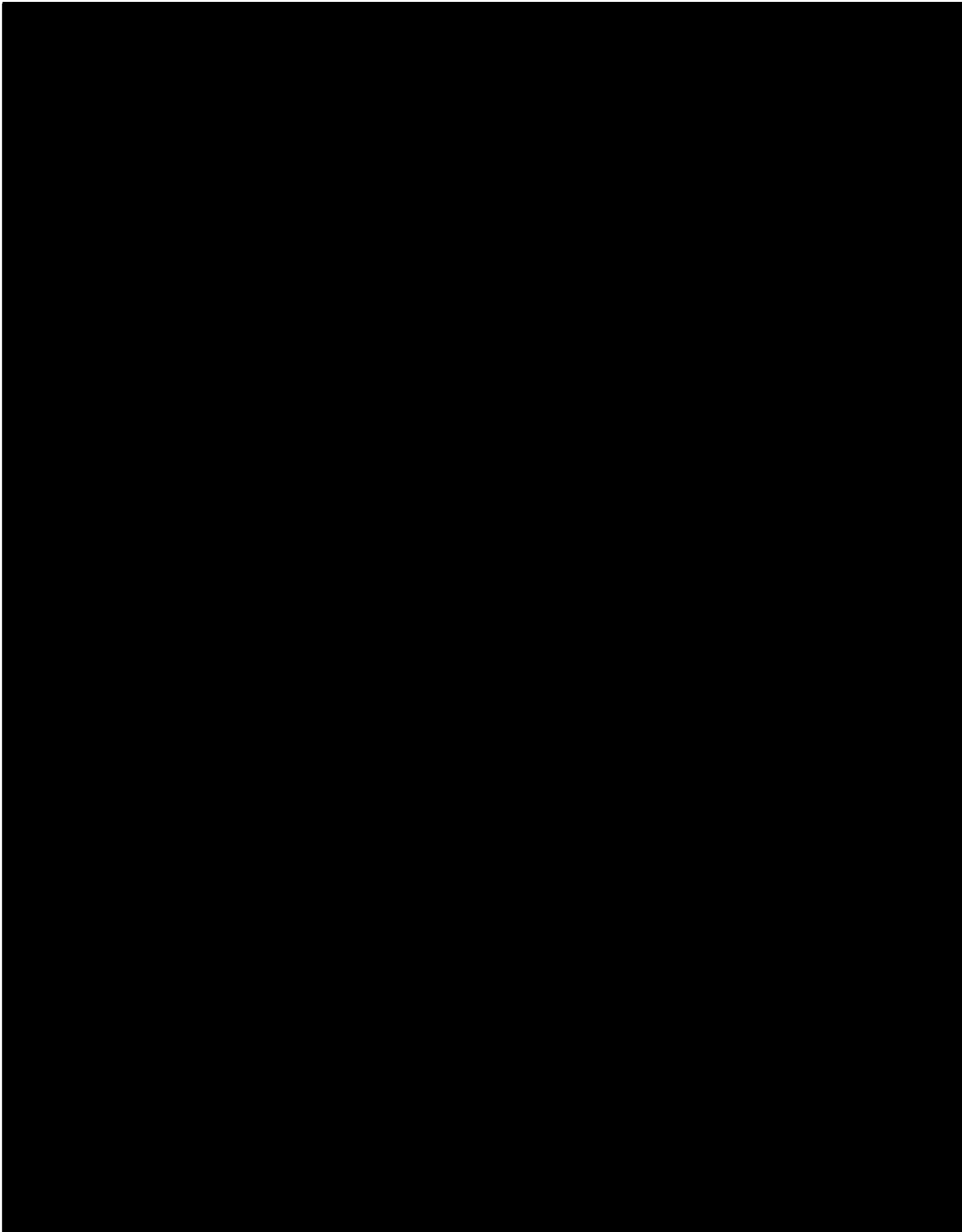


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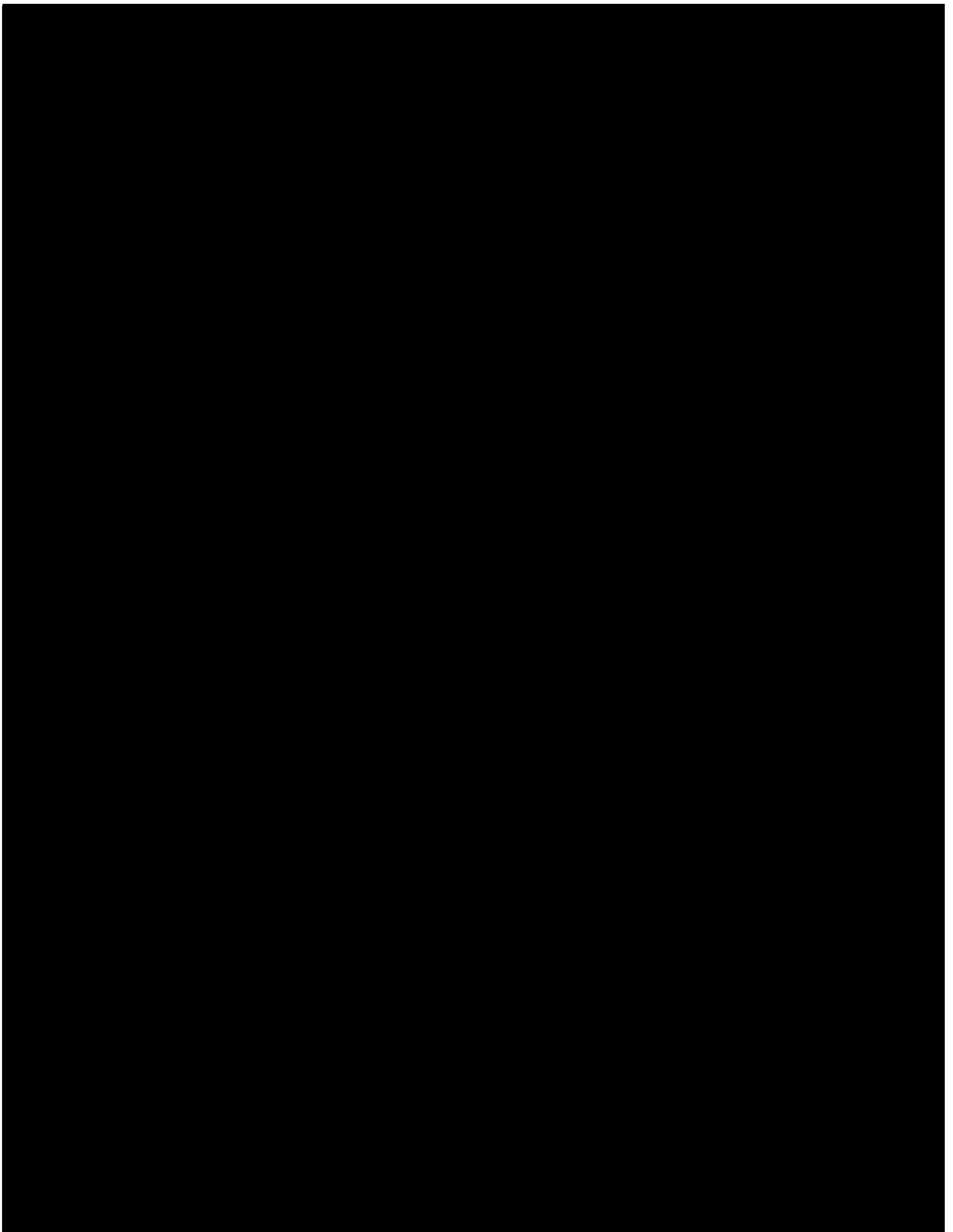






18544 7868457 039355 078709 0002/0004

12916 7868335 025404 050807 0001/0003



12916 7868335 025405 050809 0002/0003

**OFFICIAL GRIEVANCE FORM**

This grievance form is confidential, it will be shared with your Parole officer and House manager

Name of Resident: \_\_\_\_\_

Parole Officer's Name \_\_\_\_\_

Phone number: \_\_\_\_\_

Date of Occurrence: \_\_\_\_\_

**GRIEVANCE STATEMENT:**

Date completed: \_\_\_\_\_

Action taken by management:

Date addressed: \_\_\_\_\_

**Grievance file note: Copy of this grievance to be kept in the grievance file for 1 year**



## WIGGINS HOUSE RULES

Those living in the house must agree to the following:

1. There is a 7:00 AM to 7:00 PM curfew. Once you become employed curfew is 6 AM to 10 PM for the first 30 days.
2. Residents with sanctions or who have violated the house rules or who are unemployed have 7:00 AM to 7:00 PM curfew.
3. No overnight passes until after 30 days and must have a parole officers approval.  
IN ADDITION RENT MUST BE CURRENT
4. No smoking in the house or garage or within 10 feet of any door
5. No person shall enter the house who is not a resident unless they are accompanied by the house manager.
6. Must actively participate in keeping the house and yard neat and orderly
7. All shoes are to be removed at the door.
8. Dishes are to be done daily and not left to pile up in the sink.
9. Beds are to be made and the living areas are to be kept clean.
10. Must wash your dirty clothes and bedding weekly.
11. Residents must maintain good hygiene.
12. No broken down or oil leaking vehicles are allowed on the property or in front of the house.
13. Anyone with a vehicle must have a valid driver's license and proof of insurance and the vehicle must be properly registered.
14. Respect each other and each other's space.
15. Mind your language. Abusive language and racial slurs are not allowed.
16. No Alcohol or illegal substances in the house
17. No pornography allowed on the property in any format
18. Sunday evenings at 7 PM will be a **mandatory** house meeting for all residents
19. Notify Michael Wiggins immediately of any problems in the house whether it be a mechanical or a safety issue. He may be reached 24-7 at 402-686-8620

**WIGGINS HOUSE**  
**6615 N. 46 Avenue, Omaha, NE 68152**  
**and 4502 Redick Ave., Omaha, NE 68152**  
**INDEMNIFICATION AND RELEASE AGREEMENT**

The following Indemnification and Release Agreement is freely made between the undersigned person as a condition of becoming a Resident of Wiggins House, a clean and sober transitional housing program, owned and operated by Wiggins House, LLC, a Nebraska limited liability company.

1. The person signing below ("Resident,") acknowledges they are requesting to be a Resident in Wiggins Houses, 6615 N. 46 Avenue, Omaha, NE 68152 or 4502 Redick, Omaha, NE 68152, a transitional living program for recovering ex-convicts, and that this Agreement is made by the Resident at their request, and is specifically relied upon by Wiggins House, as a condition for Resident being admitted into the transitional living program.
2. Resident acknowledges that Wiggins House is not a "Landlord," as that term is used in the Nebraska Residential Landlord Tenant Act Neb. Rev. Stat. §76-1410(7), but is a *transitional living program through which supervision for disabled men seeking housing in lieu of jail or prison; parolees; post release individuals, etc., and provides structure and programming services such as counseling, and/or communicating with parole and probation officers, AA, and others,* are provided to Residents, as applicable, in accordance with Neb. Rev. Stat. §76-1408(1) and other Nebraska state laws.
3. Resident agrees to assume and accept all risks arising out of, associated with or related to Resident's participation in Wiggins House (the "premises") including but not limited to those risks which may have been caused in whole or part by the negligent actions or omissions of Wiggins House or its owners, agents, or by any other person, including but not limited to other residents, or their guests, relatives, agents, etc.
4. Wiggins House shall NOT be liable for any damages or injury of or to the person or property of the Resident, Resident's family, guests, invitees or agents entering the premises, or the building of which said premises are part (the "Premises") including but not limited to damage or injury (to person or property) caused in whole or in part by the negligent actions or omissions of Wiggins House or its employees, owners, agents – unless such damage or injury is proximately caused by the gross negligence, or intentional misconduct of Wiggins House or its employees, owners or agents.
5. Resident hereby releases Wiggins House and its employees, owners and agents from all such liability, and further agrees to indemnify, defend and hold Wiggins House and its employees, owners and agents harmless from any and all claims or assertions of damage or injury to the person or property of Resident, Resident's guests, relatives, and agents, occurring on or about the Premises, with the sole exception of claims for damage or injury proximately caused by gross negligence or intentional misconduct of Wiggins House or its employees, owners or agents.
6. Resident agrees not to sue or otherwise bring any claims of any kind against Wiggins House, its employees, owners or agents other than for gross negligence and intentional torts, as described above.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Resident Signature

\_\_\_\_\_  
Print Name



## RESIDENT INCIDENT REPORT

Date of Incident: \_\_\_\_\_ Time of Incident/Accident: \_\_\_\_\_ am/pm

Location of Incident/Accident:  
\_\_\_\_\_

**Describe fully what happened; include the activity at the time of the incident, course of action followed.**

**Any injuries or damage that occurred:**

**Were the police notified?** No      Yes (if yes, please identify the police involved)

**Was medical treatment received?** No Yes (If yes, who gave the treatment and who received it?)

**Were the person/people transported to a medical facility?** No Yes

Facility:

Transportation provided by:

**What other support was offered to and/or received by those involved?**

**Was Parole officer Notified?** No Yes

Parole officer's name \_\_\_\_\_

Contact: \_\_\_\_\_

Name of Person Completing the Report: \_\_\_\_\_

Contact: \_\_\_\_\_

Signature: \_\_\_\_\_

Date of Report \_\_\_\_\_

**INTAKE FORM**  
**DEMOGRAPHICS**

Date of admission: \_\_\_\_\_

Date of anticipated discharged \_\_\_\_\_

Name of resident: \_\_\_\_\_

Date of birth: \_\_\_\_\_

Phone number: \_\_\_\_\_

Email address: \_\_\_\_\_

Occupation: \_\_\_\_\_

Marital status: Single      Married      Widowed      Divorced

Separated      Other

Do you have children? Yes    No

If yes how many? Gender and age \_\_\_\_\_

Are you currently on any prescribed medications: \_\_\_\_\_

History of seizures? \_\_\_\_\_

Any medical concerns/issues: \_\_\_\_\_

**OFFICIAL USE**

Reference: Name \_\_\_\_\_

Phone number: \_\_\_\_\_

Relationship: \_\_\_\_\_

Rent    Voucher: amount \_\_\_\_\_

Deposit amount: \_\_\_\_\_

Parole officer's name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Emergency contact Name: \_\_\_\_\_

Relationship: \_\_\_\_\_

Phone number: \_\_\_\_\_

**EDUCATION HISTORY**

Do you have a Grade 12 diploma or GED? Yes    No    Year obtained: \_\_\_\_\_

Highest level of education completed: \_\_\_\_\_

---

Client name [ please print]

Client signature

Date (dd/mm/yyyy)

House manager signature: \_\_\_\_\_

**Karen Backus**  
402-739-7511  
karen.backus15@gmail.com

**PROFESSIONAL EXPERIENCE**

**Wiggins House**

**Clinical services (15 hours per week)**

**September 2021 to present**

- Provide assistance with paperwork which includes discharge planning during residents stay at the house
- Develop and facilitate educational therapy programs and presentations as assigned.
- Provide trauma informed care to residents
- Fostered a positive self-image for the residents through continued social contact, decision-making opportunities, and independence
- Assist with finding suitable resources and programs in the community while encouraging independence

**Nebraska Medicine**

**PCMH Social Worker (40 hours per week)**

**May 2018 to Present  
Omaha NE**

- Provide psycho-social support to identified patients through collaboration with the health care team.
- Sending referrals to different community agencies for continuity patient care.
- Working with Sharing and respect student clinics, assisting with educating students and providing services to the patients.
- Volunteering for early-stage dementia program classes for caregivers and patients
- Assisting the patient and family coordinate care and navigate the various organizations or systems involved in his care.
- Assist patients with problems, to deal with the issues facing them or make connections that will get them the help they need, such as financial assistance, arrange for transportation or jobs.
- Provides clinical consultation and therapeutic services to identified chronic disease patients and families on an outpatient basis.
- Assisting individuals and families with personal and environmental difficulties to enhance or restore their capacity for social functioning and to create societal conditions favorable to their goals.

**Completely Kids**

**Therapy support groups Contractor (2 hours per week)**

**December 2108 to  
Omaha NE**

- Develop therapeutic activities for groups of children of varying ages and in a variety of settings.
- Develop and facilitate educational therapy programs and presentations as assigned.
- Assists Program Director and Coordinator with program development on clinical structure.
- Work as a team member with other program staff to provide trauma-informed care to clients.
- Administer clinical measures to monitor client progress and program effectiveness.

**University of Nebraska Medical Center**

**Care Team Navigator (40 hours per week) - Dementia Care Eco System Research**

**December 2015 to May 2018  
Omaha, NE**

- Providing information to patients with dementia and their family caregivers
- Guiding patients and families in reaching clinical benchmarks that are pre-identified in the Dementia Care Ecosystem
- Communicating about patient care needs with physicians and other clinical staff
- Close monitoring of all patient encounters

## **Karen Backus**

402-739-7511

karen.backus15@gmail.com

- Helping with ongoing evaluation of processes and procedures that assist in documentation of the characteristics of subjects and their treatments
- Identifying gaps in care and coordination with the clinical team
- Work with research staff to ensure procedures are completed
- Pointing families and patients to decisions regarding appropriate resources
- Recruiting and re-consenting patient and caregivers into the study as per Institute Review Board protocols.

### **Lasting Hope Recovery Center**

**August 2017 to February 2018**

#### **Behavior Therapist Intern (20 hours per week)**

**Omaha, NE**

- Provides evaluation, psychosocial history, and assessments
- Conduct therapy sessions with patients by doing individual, group, and family and/or significant other counseling and education to assist these individuals in achieving defined treatment goals
- Participate in the Behavioral Service Line quality initiatives to measurably demonstrate quality clinical outcomes. Collaborate with patients, families and internal and external customers to ensure excellence in satisfaction with services
- Collaborate with consulting physician and treatment team in the formation of comprehensive treatment plans and discharge plans
- Complete assessments, progress notes, group notes and treatment plan updates in accordance with charting policy and procedures
- Respond to crisis situations and provide crisis intervention to patients in assigned program
- Make appropriate referrals in collaboration with the care manager in the discharge planning process for each patient's follow-up Mental Health/Substance Abuse care

### **Care Consultants for the Aging**

**August 2010 to August 2017**

#### **Home Health Aide (40 hours per week)**

**Omaha, NE**

- Assisted in activities of daily living
- Provided comfortable and safe environment needs for both physical and cognitive impaired clients
- Monitored client medication schedules to ensure compliance
- Assisted in mobility and companionship
- Provided the family with updates on care and documentation

### **Good Samaritan Society – Millard**

**March 2014 to June 2014**

#### **Medical Social Work - Intern (30 hours per week)**

**Omaha, NE**

- Contacted and utilized community resources on the resident's behalf and serving as a link between the resident and these resource systems when necessary
- Advocated for and protected residents' rights and ensured the social and emotional needs of each resident were met
- Provided psychosocial assessment and completion of relevant parts of the minimum data set (MDS)
- Fostered a positive self-image for the residents through continued social contact, decision-making opportunities, and independence
- Participated (as a member of an interdisciplinary team) in resident care planning and counseled residents and their families
- Assisted in discharge planning for the short-term residents to ensure they have resources needed to succeed at their discharge locations

### **Brooke Stone Meadows Rehabilitation and Care Center**

**September 2008 to November 2010**

#### **Certified Nursing Assistant (40 hours per week)**

**Omaha, NE**

# **Karen Backus**

402-739-7511

karen.backus15@gmail.com

- Performed hourly checks on patients
- Provided comfort as needed
- Documented activities and maintain records during the shift and give report to supervisor
- Respond to call lights promptly
- Assisted in mobility

## **Fountain view Assisted Living**

**October 2007 to August 2008**

### **Certified Nurse Assistant/Certified Medication Assistant (40 hours per week)**

**Omaha, NE**

- Assured medications are administered timely and in privacy
- Administered nebulizer treatments, inhaler treatments, tube-feeding medications and non-sterile treatments
- Administered medications and treatments per physician and facility policy
- Documented administration of all medication and treatments
- Verified medication deliveries from pharmacy
- Documented patient behaviors, vital signs and weight; and counted narcotics with the oncoming nurse.

## **Catholic Charities - Campus of Hope**

**March 2007 to September 2007**

### **Treatment Specialist (40 hours per week)**

**Omaha, NE**

- Assisted clients in working their tailor-made programs
- Transported client for shopping and outside activities
- Maintained records of updating daily activities and behavior
- Monitored for changes and concerns about behavior
- Maintained records of patient care, condition problems or problems to report and discuss with counselor

## **QUALIFICATIONS**

Communication  
Leadership  
Problem-solving skills

Strong Organizational skills  
Teamwork  
Computer skills (MS Office)

Excellent patient care  
Research Support  
Detailed Oriented

## **EDUCATION**

### **Masters in Clinical Social Work**

The University of Nebraska at Omaha  
Expected Graduation - May 2018

### **Bachelor's degree in Social Work**

Nebraska Wesleyan University  
Graduated - December 2014

## **HONORS**

- Phi Alpha National Social Work Honorary Society
- President Phi Alpha Chapter- April 2013-April 2014
- Phi Alpha 2018



**BANK OF THE WEST**  
**BNP PARIBAS**

To Whom It May Concern;

This letter is to provide a letter in good faith of Mr. Wiggins' business both personal and commercial here at Bank of the West. Mr. Wiggins has been banking here with us for 3 years with multiple accounts for deposit as well as lending. All these accounts have been in good standing since conception. Mr. Wiggins also has partnered with the bank to provide all of his clients at his house financial literacy training. The clients are able to understand how the banking world works that they have been out of. They also get training in establishing and cleaning up credit. These services provided have helped countless clients make a smoother transition back into everyday living. If you have any further questions or concerns please contact myself, Philip Wightman, at 402-918-5904.



Philip Wightman

Relationship Banker

Bank of The West- Benson Dundee

Benson-Dundee

5901 NW Radial Hwy, Omaha, NE 68104

Tel: (402) 918-5901 Fax: (402) 553-8549

Equal Housing Lender.  Member FDIC.



# WIGGINS HOUSE

## MEMBERSHIP AGREEMENT

I \_\_\_\_\_, have read Wiggins House rules. I completely understand the expectations and guidelines places upon me while I live in the house. I am willing to abide by these rules. I further understand that if for any reason, by a majority house vote the members feel I have not followed through with these rules, that I may be evicted.

I also realize that Wiggins House is a sober living environment established in compliance with the conditions of Section 2036 of the Federal Anto-Drug Abuse Act of 1988. P.L. 100-690, as amended which (A) Prohibits all residents from using any alcohol or illegal drugs, (B) Expel any resident who violates such prohibitions, (C) Equally share household chores among all residents, (D) Utilize democratic decision making within the group including inclusion in and expulsion from the group. In accepting these terms, the resident excluded themselves from the normal due process afforded by local landlord-tenant laws.

The following are mandatory:

- 1) That I continue my aftercare program as mandated by parole officer, drug court, probation officer, therapist, or case manager.
- 2) I will comply with all medical doctors' treatment plans (prescription and therapies)
- 3) Based on my disability, I will work as an allowed or volunteer and/ or attend my aftercare program
- 4) The house has full knowledge of my financial status based on payments received at the start of each month. Payment/rent will be made to cover the whole month.
- 5) There should be no money lending to a resident in the house.
- 6) I am aware of the house fire extinguishers in the house.

---

Client name [ please print]

Client signature

Date (dd/mm/yyyy)

House manager signature: \_\_\_\_\_

## **WEEKLY PROGRAMMING WIGGINS HOUSE**

Monday: Group therapy one hour CBT  
One-hour Individual discharge /termination planning discussions

Tuesday: Individual discharge/termination planning meeting  
Individual therapy as needed

Thursday: Group therapy one hour CBT

Sunday: Banking discussions for one hour

**Douglas County, Nebraska Property Record - R1612740296**

Information is valid as of 2022-03-25

[Print Report](#)  
[Treasurer's Tax Report](#)  
[Subdivision Sales Search](#)

Great Feature → → →

**Taxpayer**

WIGGINS THOMAS M  
ETAL

7802 N 81 ST  
OMAHA NE 68122-0000

**Property Information**

**Key Number:** 1274 0296 16

**Account Type:** Residential

**Parcel Number:** 1612740296

**Parcel Address:** 5518 N 65 ST  
OMAHA NE 68104-0000

**Abbreviated Legal Description:** LAMPS BENSON LOT 14 BLOCK 8 60 X 125

**Value Information**

	Land	Improvement	Total
2022	\$17,900	\$108,700	\$126,600
2021	\$17,900	\$108,700	\$126,600
2020	\$17,900	\$98,200	\$116,100
2019	\$6,900	\$99,400	\$106,300
2018	\$6,900	\$80,800	\$87,700
2017	\$6,900	\$64,100	\$71,000

**Collapse**

Sales Date	Book #	Page #	Sale Price	Grantor	Grantee	521 link
2016-02-08	2016	009432	\$0	Wiggins Timothy A etal	Wiggins Michael etal	
2012-11-08	2012	114587	\$72,000	Wiggins Timothy	Wiggins Thomas Michael	
2012-10-22	2012	107976	\$0	Wiggins T Michael PR of Est of Wiggins Elizabeth	Wiggins Thomas M & Timothy A	

**Land Information**

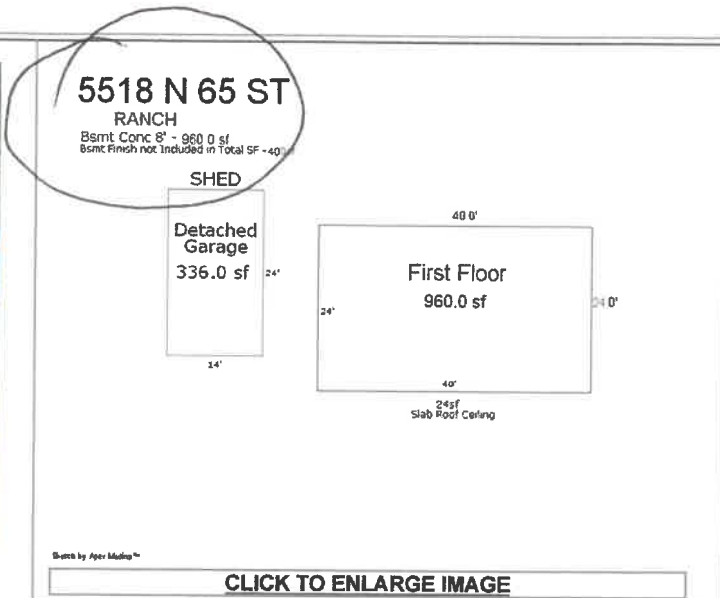
Acres	SF	Units	Depth	Width	Vacant
0.17	7500.0	0.0	125.0	60.0	

**Improvement Information**

**Building 1**



[CLICK TO ENLARGE IMAGE](#)



[CLICK TO ENLARGE IMAGE](#)

<b>Square Footage:</b>	960.0	<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>	Ranch	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	5.0
<b>Exterior:</b>	Frame Vinyl	<b>Units:</b>	1.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	1.5
<b>Roof Cover:</b>	Composition Shingle	<b>Bedrooms:</b>	3.0
<b>Roof Type:</b>	Gable	<b>Stories:</b>	1.0
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Block
		<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>
1964	0	0%	1964	0

<b>Detail Type</b>	<b>Detail Description</b>	<b>Units</b>
Add On	Fence Chain Link	1.0
Add On	Shed	1.0
Appliance	Allowance	1.0
Basement	Bsmnt Conc 8 ft	960.0
Basement	Fair Finish	400.0
Fixture	Base Fixtures	1.0
Fixture	Bath Full	1.0
Fixture	Bath Half	1.0
Garage	Detached	336.0
Porch	Slab Roof Ceil	24.0

**Douglas County, Nebraska Property Record - R0603560000**

Information is valid as of 2022-03-25

[Print Report](#)  
[Treasurer's Tax Report](#)  
[Subdivision Sales Search](#)

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**Taxpayer**

WIGGINS MICHAEL  
ETAL

7802 N 81 ST  
OMAHA NE 68122-0000

**Property Information**

<b>Key Number:</b>	0356 0000 06
<b>Account Type:</b>	Residential
<b>Parcel Number:</b>	0603560000
<b>Parcel Address:</b>	4502 REDICK AV OMAHA NE 68152-0000
<b>Abbreviated Legal Description:</b>	BELMONT PARK LOT 2 BLOCK 1 LT 1 & E 15 FT

**Value Information**

	Land	Improvement	Total
2022	\$7,300	\$63,800	\$71,100
2021	\$7,300	\$63,800	\$71,100
2020	\$7,300	\$52,400	\$59,700
2019	\$1,000	\$42,000	\$43,000
2018	\$1,000	\$39,200	\$40,200
2017	\$1,000	\$36,000	\$37,000

**Collapse**

Sales Date	Book #	Page #	Sale Price	Grantor	Grantee	521 link
2018-06-27	2018	058293	\$0	Mink Assets LLC	Wiggins Michael ETAL	<a href="#">View Document</a>
2015-09-02	2015	075204	\$29,000	US Bank National Association	Mink Asstes LLC	
2015-03-13	2015	018030	\$20,350	Pavelka Donald J Jr	US Bank NA	

**Land Information**

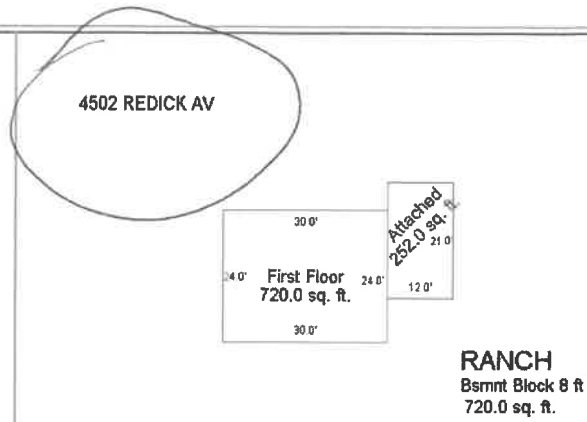
Acres	SF	Units	Depth	Width	Vacant
0.19	8645.0	0.0	133.0	65.0	

**Improvement Information**

**Building 1**



[CLICK TO ENLARGE IMAGE](#)



Sketch by Apex IT/Windows™

[CLICK TO ENLARGE IMAGE](#)

<b>Square Footage:</b>	720.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	0.0	<b>Quality:</b>	Fair
<b>Unit Type:</b>		<b>Condition:</b>	Average
<b>Built As:</b>	Ranch	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	4.0
<b>Exterior:</b>	Frame Siding	<b>Units:</b>	1.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	1.0
<b>Roof Cover:</b>	Composition Shingle	<b>Bedrooms:</b>	2.0
<b>Roof Type:</b>	Gable	<b>Stories:</b>	1.0
<b>Floorcover:</b>	Allowance	<b>Foundation:</b>	Block
		<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	0	0%	1956	0

<b>Detail Type</b>	<b>Detail Description</b>	<b>Units</b>
Appliance	Allowance	1.0
Basement	Bsmnt Block 8 ft	720.0
Fixture	Base Fixtures	1.0
Fixture	Bath Full	1.0
Garage	Attached	252.0
Porch	Slab w/Steps	24.0

**Douglas County, Nebraska Property Record - R1426420525**

Information is valid as of 2022-03-25

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

**Taxpayer**

MINK ENTERPRISES LLC  
 C/O KATHLEEN MARRERO  
 7802 N 81 ST  
 OMAHA NE 68122-0000

**Property Information**

<b>Key Number:</b>	2642 0525 14
<b>Account Type:</b>	Residential
<b>Parcel Number:</b>	1426420525
<b>Parcel Address:</b>	6615 N 46 AV OMAHA NE 68152-0000
<b>Abbreviated Legal Description:</b>	JIZBA HEIGHTS LOT 13 BLOCK 0 55 X 118.5

**Value Information**

	<i>Land</i>	<i>Improvement</i>	<i>Total</i>
2022	\$6,500	\$79,900	\$86,400
2021	\$6,500	\$79,900	\$86,400
2020	\$6,500	\$72,000	\$78,500
2019	\$800	\$52,500	\$53,300
2018	\$800	\$49,400	\$50,200
2017	\$800	\$45,500	\$46,300

**Sales Information**

<b>Sales Date:</b>	2006-11-08			
<b>Deed Type:</b>	PRD	<b>Book:</b>	2006	<b>Page:</b> 128522
<b>Price:</b>	\$62,000			
<b>Grantor:</b>	SHCULZE MARK H PR			
<b>Grantee:</b>	SCHULZE DENNIS R			
<b>Valid/Invalid:</b>	Valid			
<b>Exclusion Reason:</b>				

**Collapse**

Sales Date	Book #	Page #	Sale Price	Grantor	Grantee	521 link
2015-03-09	2015	016921	\$33,000	Schulze Dennis R & Susan	Mink Enterprises LLC	

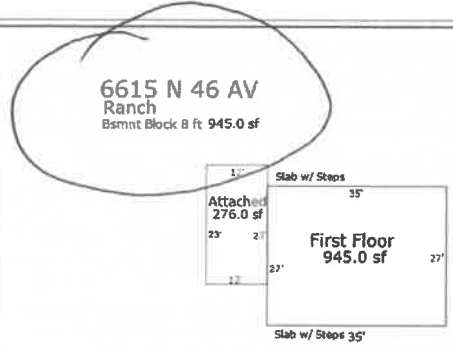
Land Information					
Acres	SF	Units	Depth	Width	Vacant
0.14	6490.0	0.0	118.0	55.0	

**Improvement Information**

**Building 1**



[CLICK TO ENLARGE IMAGE](#)



Blk Plan by Tony Sherry™

[CLICK TO ENLARGE IMAGE](#)

<b>Square Footage:</b>	945.0	<b>Percent Complete:</b>	100.0%
<b>Perimeter</b>	0.0	<b>Quality:</b>	Fair
<b>Unit Type:</b>		<b>Condition:</b>	Average
<b>Built As:</b>	Ranch	<b>Condo Square Footage:</b>	0.0
<b>HVAC:</b>	Central Air to Air	<b>Rooms:</b>	5.0
<b>Exterior:</b>	Frame Aluminum	<b>Units:</b>	1.0
<b>Interior:</b>	Drywall	<b>Baths:</b>	1.0
<b>Roof Cover:</b>	Composition Shingle	<b>Bedrooms:</b>	3.0
<b>Roof Type:</b>	Gable	<b>Stories:</b>	1.0
<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
1960	0	0%	1960	0

Detail Type	Detail Description	Units
Add On	Fence Wood	1.0
Appliance	Allowance	1.0
Basement	Bsmnt Block 8 ft	945.0
Fixture	Base Fixtures	1.0
Fixture	Bath Full	1.0
Garage	Attached	276.0





Pete Ricketts, Governor

March 07, 2022

RE: Transitional Living Housing, including Mental Health Programming, for Parole Clients

Dear Prospective Contractor:

The Nebraska Department of Correctional Services, on behalf of the Nebraska Board of Parole is issuing the following Request for Qualifications #111765 Z6 for the purpose of selecting a qualified contractor(s) to provide transitional living housing, including mental health programming, for parole clients.

**Description**

Transitional Living Housing, including Mental Health Programming, for Parole Clients.

**RFQ Number**

#111765 (Z6)

**Term of Contract(s)**

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.

**RFQ documents are available for download, effective March 07, 2022**, at the following website:

<https://das.nebraska.gov/materiel/purchasing/111765/111765.html>.

**Questions are due no later than March 16, 2022**, and should be submitted via ShareFile

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

**Proposals must be submitted and received via ShareFile** <https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2>

as per the instructions in the RFQ. The State will be accepting initial responses until **March 28, 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.

**No faxed, paper, or emailed proposals will be accepted.**

If you have any questions, please contact Julie Schiltz, Asst. Materiel Adm. - NDCS Purchasing, by phone 402-479-5718 or by email [Julie.schiltz@nebraska.gov](mailto:Julie.schiltz@nebraska.gov).

Scott R. Frakes, Director

**Dept of Correctional Services**

P.O. Box 94661 Lincoln, NE 68509-4661  
Phone: 402-471-2654 Fax: 402-479-5623

[corrections.nebraska.gov](http://corrections.nebraska.gov)

**TERMINATION FORM**

This form is to be completed upon the termination of residency at Wiggins House

Name of Resident: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Parole Officer: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Please note the reason for discharge: \_\_\_\_\_

\_\_\_\_\_

Discharge date: \_\_\_\_\_

\_\_\_\_\_

Client name [ please print]

Client signature

Date (dd/mm/yyyy)

House manager signature: \_\_\_\_\_

ELECTRONIC PROPOSAL

FILE NO. 2 OF 3

RFQ 111765 Z6

COMPANY NAME: WIGGINS HOUSE

6615 NORTH 46TH AVE

OMAHA NE 68152

## **REQUEST FOR QUALIFICATION (RFQ)**

### **CORPORATE OVERVIEW**

Wiggins Houses and Mink Assets are owned by Michael Wiggins, and have been open for business since 2018, they are in Omaha Nebraska. I am a licensed building contractor who has renovated property in Nebraska and Iowa for the past 12 years. I have been working with sex offenders since 1987 in the state of Texas, I have been operating my own sober Transitional living houses for sex offenders for the past 4 years. Our purpose at Wiggins house is to provide a safe and healthy, stable environment for sex offenders while protecting public interests and safety. Our case management and hands-on approach has been successful, In the last 4 years we have had one person sent back to prison for a new charge (internet picture). We provide open lines of communications with the parole board, parole officers, re-entry staff, and employers, to strengthen the confidence of the parolees to enhance their success once released. As a licensed contractor working with various contractors and businesses for the last 12 years, I have established many relationships which give parolees employment opportunities that they may have otherwise not been afforded.

I personally interview each client, their references provided such as family members and friends while they are incarcerated to assess if they are a potential fit for our sober therapeutic environment, I attend all parole hearings to participate and answer any questions and reassure the parole board members of my commitment to the success of each parolee.

### **FINANCIAL STATEMENTS**

Wiggins Houses are under Michael Wiggins and Mink Assets.

Please find financial recent banking statements attached.

### **CONTRACTOR IDENTIFICATION AND INFORMATION**

**EIN: 27-2970197**

T. Michael Wiggins

Mink Assets

Address: 7802 N 81 St

Omaha NE 68122

Phone number: 402- 686-8620

Email: [michael.patrickhouse@gmail.com](mailto:michael.patrickhouse@gmail.com)

Opened houses for business 2018

### **CHANGE OF OWNERSHIP**

There have been no changes in ownership in the past 12 months and there is no anticipation of a change during the contract period.

### **OFFICE LOCATION**

#### **Mink Assets**

Office Address           7802 N 81 St  
                                  Omaha NE 68122

### **RELATIONSHIPS WITH THE STATE:**

In the past 4 years I have worked with the state and federal as a private owner with the emphasis of paroled sex offenders for 4 years and had probation cases for 2 years. There is no signed contract with any state entity.

### **CONTRACTOR'S EMPLOYEE RELATIONS TO STATE**

There is no signed contract relationship with the state of Nebraska

### **CONTRACT PERFORMANCE**

Mink Assets has not had any signed contracts with the state, hence there is no termination to report.

### **SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE**

If awarded the contract, Mink Assets has 2 residential houses that have already been approved by Omaha, Douglas County zoning and Nebraska parole supervisor Jeff Beran. These residential houses can house up to 15 residents. In the past I have worked with Nebraska Board of Pardons

and Parole (BOPP) both state and federal, I have also worked with Nebraska probation. I currently have Nebraska State parolees and Federal Parolees living in my houses. I subcontract with Karen Backus a licensed social worker (provisional mental health license 11714 and master social work 7318) and a volunteer, Phillip Wightman a personal banker Bank of the West.

## **SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL /MANAGEMENT APPROACH**

Wiggins Houses has one staff member that assists with running the project. Michael Wiggins is the owner and general manager of the houses. Karen Backus assists with paperwork and providing therapeutic services. Phillip Wightman volunteers with providing banking education and meets once a week with residents.

### **SUB-CONTRACTOR**

Karen Backus assists with paperwork and providing therapeutic services.

**EIN 81-4138136**

Karen Backus

Address: 4821 N 50<sup>th</sup> St

Omaha NE 68104

Phone Number: 402-739-7511

Email: [karen.backus15@gmail.com](mailto:karen.backus15@gmail.com)

## **TECHNICAL APPROACH**

### **PROJECT OVERVIEW**

Our mission is to create safe, sober and supportive living environment for sex offenders transitioning to the community. We provide housing for sex offenders in the state of Nebraska for 3 to 6 months, which is individually tailored because we understand how difficult it can be for a sex offender to find housing and steady income. Wiggins houses are able to house up to 15 parolees. We take ONLY sex offenders to minimize tension of newly paroled residents.

Clients are provided with basic supportive items for settling in the community which include transportation to various places to sign up for new state Identification cards, postal address change, assistance with identifying and applying for community resources and medical referrals and programs in the community that assist with job search. Transportation to Sheriff's office for

registration is done within 72 hours after arrival. We refer them to the RAPP program and the 180-re-entry program at Metropolitan Community College for enhancing education and potential education. The houses have landline phones, WIFI, 2 community TVs, and cable network. The houses are fully furnished with a full-service kitchen, there is a community food pantry, rooms have dressers and twin-size individual beds, and provide washer and dryer in each house. In the event that someone has no money, house manager Mike Wiggins offers financial assistance for the purpose of minimizing excess stress. Residents are mandated to clean their living environments. We promote safe and sober nonsubstance use while living in the house, except for cigarette smoking, which is designated outside of the house. There are cameras installed at the entrances of the houses, they cover the front, back and side view of the houses. Residents complete a form for accountability when leaving for visits. Curfew times are implemented for all employed residents at 10 pm and unemployed curfew times are 7 pm, please see the attached house rules. Residents are given random drug tests, when necessary, we use I cup 8, 14, and 15 panel drug tests depending on client situation. Visitors are not allowed on the premises unless accompanied by a house manager.

Programming is done in the evenings, from 6 pm to 9 pm Mondays, Tuesdays and Thursdays for groups and individual therapy. On Sunday they have Banking programming and house meeting.

The house provides bicycles that can be used by residents to go to work if needed, we offer exercising equipment at the Redick Avenue house, all residents in both houses have access to this equipment. The houses are equipped with 2 fire extinguishers, one on each floor, (in the kitchen and near the Furnace) carbon monoxide, and smoke detectors comply with residential building code.

### **PROJECT ENVIROMENT**

Wiggins houses have been approved by Omaha, Douglas County zoning, to provide transitional living housing. Please see attachments for ownership

Address for residential house.

6615 North 46th Ave

Omaha NE 68152

### **SERVICE REQUIREMENT /IN SCOPE SERVICES**

Transitional Living with Programming:

We provide supportive temporary sober, safe and secure living housing, which includes services to facilitate transitioning into independent living.

We have programming on Mondays, Tuesdays, Thursdays and Sunday's evening.

PLCSW licensed in Nebraska

Banker from Bank of the West - once a week.

## **REQUIREMENT DOCUMENTS**

Please find the required documentation in the attachments.

- Residence rules and regulations
- Residence grievances and appeal process policy (Grievance forms)
- Resident case records (Intake, Membership agreement and termination forms)
- Emergency plans (Fire drill plan).
- Housing plans and maintenance
- Weekly programming schedule
- Resume and licensing for PLCSW
- Resume and licensing for Banker
- Financial statements
- Ownership and company registration
- Indemnification and Release Agreement