



Request for Qualifications 111765 Z6

Carla Vista Sober Living LLC
3740 E Southern Ave Ste 207
Mesa AZ 85206

January 6, 2023

State of Nebraska Department of Correctional Services
Nebraska Board of Parole
Request for Qualifications 111765 Z6
Transitional Living/Safe and Sober Living without Programming

FORMAL BID ENCLOSED
Term: Two (2) years commencing upon contract execution

MANDATORY RFQ REQUIREMENTS

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

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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.

AA 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:	Carla Vista Sober Living LLC
COMPLETE ADDRESS:	3740 E Southern Ave Ste 207, Mesa AZ 85206
TELEPHONE NUMBER:	480-612-0296
FAX NUMBER:	480-546-4540
DATE:	02/02/2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Alisa Ardavin, CFO/Owner



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CORPORATE OVERVIEW

Contractor Identification and Information:

Carla Vista Sober Living LLC
3740 E Southern Ave Ste 207
Mesa AZ 85206
Arizona LLC S-Corp organized 2008 (no change since first organized)

Financial Statements:

Carla Vista Sober Living LLC (CVSL) is not a publicly held corporation.

CVSL has been in operation since 2008, starting with one (1) sober home in Arizona and presently manages fifteen (15) sober homes within the states of Arizona, Colorado, Nebraska, and Nevada. To date, CVSL has touched over 14,000 addicts' lives and currently has 177 beds.

CVSL banks with Wells Fargo NA, 700 N Gilbert Rd, Gilbert AZ 85234. 480-350-2418

CVSL does not have any judgements, pending or expected litigation, or other real or potential financial reversals.

Change of Ownership:

CVSL does not have any plans to change the current ownership or control of the company.

Office Location:

3740 E Southern Ave Ste 207
Mesa AZ 85206

Relationships with the State:

CVSL has contracted with the Nebraska Administrative Office of the Courts and Probation, and the Nebraska Department of Correctional Services.

Contractor's Employee Relations to State:

No relationship exists or has existed.

Contract Performance:

No contracts have been terminated for default, convenience, non-performance, non-allocation, or any other reason.

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Summary of Contractor's Corporate Experience:

CVSL has been continually contracted with the State since 2018, providing transitional (sober) living through the Nebraska Administrative Office of the Courts and Probation, and Nebraska Department of Correctional Services.

Summary of Contractor's Proposed Personnel/Management Approach:

Mr. Rex Younkin, CVSL Nebraska Program Manager, will manage the project. He has been managing the company's Nebraska sober living home since February 2015 and is supported by the corporate office located in Mesa Arizona. Mr. Younkin reports directly to Mr. Gonzalo Ardavin, CEO/owner. In addition, Mr. Younkin collaborates with the four (4) other program managers from our Arizona, Colorado, and Nevada locations.

See Addendum 1– Rex Younkin Resume

Subcontractors:

CVSL does not intend to subcontract any part of its performance.

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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:
AA			

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.

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B. NOTIFICATION

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

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.

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G. CHANGE ORDERS OR SUBSTITUTIONS

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

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:
AA			

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:
AA			

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

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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:
AA			

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:
AA			

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:
AA			

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

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M. INDEMNIFICATION

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

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—81-8,308 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.

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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:
AA			

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:
AA			

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:
AA			

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

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

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Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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:
AA			

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;

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- 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:
AA			

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.

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III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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.

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B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:
AA			

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.

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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 increase 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:
AA			

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:
AA			

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.

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J. INSURANCE REQUIREMENTS

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

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**

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

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

3. **EVIDENCE OF COVERAGE**

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

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

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

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

4. **DEVIATIONS**

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

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K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
AA			

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:
AA			

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.

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N. STATE PROPERTY

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

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:
AA			

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:
AA			

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.htm> 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.

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R. DISASTER RECOVERY/BACK UP PLAN

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

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:
AA			

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:
AA			

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.

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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:
AA			

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

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

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

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

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

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

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

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

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D. INSPECTION AND APPROVAL

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

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:
AA			

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.

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

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.

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V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

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

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

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

B. PROJECT ENVIRONMENT

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

C. SERVICE REQUIREMENTS/ IN SCOPE SERVICES

1. Provide participants a safe, secure short-term transitional living opportunity to individuals released from the Nebraska Department of Correctional Services for parole supervision by the NBOP / Division of Parole Supervision.
 - a. The transitional living residence should be located within the State of Nebraska, preferably in or near a city of the first class as defined in Neb. Rev. Stat. 18-101, a city of the primary class as defined in Neb. Rev. Stat. 15-101, or a city of the metropolitan class as defined in Neb. Rev. Stat. 14-101.
2. Service requirements include one of three tiers or types of transitional housing listed below:
 - a. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals;
 - i. Staffing Requirements: A mental health professional licensed by the Division of Behavioral Health for the State of Nebraska must be part of the staff. Acceptable licensure includes but is not limited to psychologists, LCSW, LIMHP, LMHP and LADC.
 - ii. Examples of classes or programming include but are not limited to behavioral health, substance abuse, and life skills.
 - b. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living:
 - i. Staffing Requirements: Staff providing classes or programming must have credentials in the field of study (see C.b.i.1 above).
 - ii. Examples of classes include but are not limited to behavioral health, substance abuse, and life skills.
 - c. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.

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D. REQUIREMENTS

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

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

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

E. DELIVERABLES

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

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VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

Request for Qualifications 111765 Z6

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

g. **CONTRACT PERFORMANCE**

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

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

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

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

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

The contractor should address the following:

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

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

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

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

Request for Qualifications 111765 Z6

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

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

j. SUBCONTRACTORS

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

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

5. TECHNICAL APPROACH

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

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

Request for Qualifications 111765 Z6

TECHNICAL APPROACH

Project Requirements:

CVSL fully understands that the project requirement is to provide transitional housing and housing support services to adult parole clients in a monitored environment that allows parole clients to live independently. CVSL further understands the target population for this housing opportunity is offenders released from the Nebraska Department of Correctional Services under the supervision of the Nebraska Board of Parole / Division of Parole Supervision who do not have an acceptable home/family placement.

Submitting a bid for **Transitional Living/Safe and Sober Living without Programming**, CVSL will provide temporary transitional housing until the parole client obtains employments or other stable income and appropriate housing

Exclusions: Clinical services, food, toiletries, transportation, clothing, personal items

Proposed Development Approach:

CVSL has been in business for 15 years. During that time, we have had over 14,000 clients live in our homes located in Arizona, Colorado, Nebraska, and Nevada. Since February 2015, Mr. Younkin, Nebraska Program Manager, has personally moved-in, supported and mentored over 170 men in our Omaha, NE sober living home.

Our program has been operating in the Omaha area since October 2014 and our approach to sober living defined. All CVSL clients are required to attend a 1 hour 12-step meeting once a day, pass all random drug and alcohol tests and be a productive member of our program. Clients are also required to attend two weekly mandatory house meetings, complete daily house chores, adhere to house curfews and rules, obtain a sponsor, actively work a 12-step program of recovery, select a home group and volunteer for a service commitment within that home group, and obtain employment, attend school or volunteer the equivalent of a full-time job. CVSL requests a 90-day commitment but is not required.

Technical Considerations:

CVSL is always looking at ways to improve our program. We work closely with treatment centers, collaborate with other sober living facilities, and participate in the addiction communities to bring a solid program to our clients. We elevate our clients working a solid program to house managers so that they may gain supervisory experience and encourage them to sponsor other addicts, in and out of our sober living home. All our program managers work a 12-step program, and most are former CVSL clients who want to work for CVSL after moving out of sober living and on with their lives.

Request for Qualifications 111765 Z6

Detailed Project Work Plan:

Program Managers are required to thoroughly read and adhere to the Program Managers' Contract. This contract details all aspects of the position including but not limited to moving in a client, reviewing the Client Agreement and Contract with the client, establishing peer support, monitoring house chores, following good neighbor policies, performing room checks, administering drug/alcohol tests, collecting rent, following client grievance policy, reporting incidents, giving first aid, executing emergency drills/evacuations, facilitating evening review, and evicting a client.

Deliverables and Due Dates:

Certificate of Insurance will be delivered following the intent to award and before work commencement.

Request for Qualifications 111765 Z6

**ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6
Transitional Living Housing, including Mental Health Programming, for Parole clients**

Bidder Name: Carla Vista Sober Living LLC

Bidder should complete all questions in Attachment A. Cost must be reflected appropriately in cost proposal based on the transitional living tier and programs offered.

Location availability											
1.1	Indicate which areas where transitional living will be available:										
Response: <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; padding: 5px;"> <input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; padding: 5px;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="padding: 5px;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="padding: 5px;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="padding: 5px;"> <input type="checkbox"/> OTHER (Provide location): </td> </tr> </table>		<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
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<input type="checkbox"/> OTHER (Provide location):											
1.2	Provide the physical address of the Transitional Living with Programming location(s).										
Response: 11648 Douglas Street, Omaha NE 68154											

Request for Qualifications 111765 Z6

ATTACHMENT A, REV1, 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: Carla Vista Sober Living LLC (CVSL) has 24/7 onsite/awake staff to address all areas of concern. If unable to resolve, the item is escalated to the Program Manager and then to the CEO/Owner.	

2.2	Describe which of the three tiers or types of transitional housing being proposed. I. Licensed Halfway House: A 24 hour structured supportive living/treatment/recovery facility generally following primary treatment licensed by the Department of Health & Human Services/Division of Public Health/Licensure Unit that serves justice-involved individuals. II. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living. III. Transitional Living/Safe and Sober Living without Programming: Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.
Response: III. Transitional Living/Safe and Sober without Programming. Temporary housing for individuals requiring more stability than emergency shelter with the goal of acquiring independent living.	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
Response: 10 beds are available to the NBOP/Division of Parole Supervision.	

Request for Qualifications 111765 Z6

ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6

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

Programs	
3.1	<p>Describe what programming/education that is provided.</p> <p>The Board of Parole defines programming as any service that involves behavioral health treatment offered by a licensed provider as part of the total cost for purposes of the Transitional Living with Programming level of housing.</p> <p>Educational Programs such as, the following are <u>not</u> considered as behavioral health treatment; Budgeting, Building Family Relations, Life Skills, Anger Management, Case Management Services.</p> <p>If able to provide behavioral health treatments, please describe programming being offered.</p> <p>If unable to provide behavioral health treatments, please state so below and on the cost proposal, provide cost reflecting no programming/education.</p>
<p>Response:</p> <p>CVSL provides a supportive, structured program which includes intake, random substance testing, mandatory curfews, chores, two weekly mandatory meetings, mandatory nightly reviews, requirement to work, volunteer or attend school, and fosters transition to independent living. Unable to provide behavioral health treatments.</p>	
3.2	<p>Describe how many and which types of Mental Health Professionals, licensed by the State of Nebraska, and credentialed staff are available to provide Programming. If none, please state so.</p>
<p>Response:</p> <p style="text-align: center;">None</p>	
Site Enhancements	
4.1	<p>Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.</p>
<p>Response:</p> <p>CVSL continues to improve our program by expanding our employment referral contacts and increasing our alumni clients to support current clients in their sobriety.</p>	

Request for Qualifications 111765 Z6

Rex Younkin

902 N. 95th Plz, #3, Omaha, NE 68114
(402) 762-5795 | rex.m.younkin@gmail.com

Objective: Seeking employment as a Program Manager to utilize my education and skills to become an asset for the company and serve my community.

Skills Summary:

- Team Player, excellent critical thinking skills, and organization skills
- Good communication skills, excels in marketing services and product knowledge
- Detail oriented, multitasker, and active listener
- Experienced in using Microsoft Office, email applications, and database software

Employment History:

Carla Vista Sober Living Homes, LLC | Program Manager, Omaha, NE

2015-current

- Learned in all features of program needs and obtained resources to fill those needs
- Performed property management duties by listing upkeep duties, checking on residents rent payments, and making sure employees were following all state regulations
- Managed venter relations
- Performed account management to maintain strategic relationships
- Initiated Program Services to provide residents with quality programming opportunities i.e. Wellbeing, Life Skills, Training
- Launched marketing campaigns to the State of Nebraska Probation and Parole, and various substance use treatment centers in the Omaha area to showcase Carla Vista and what it offers the recovering individual
- Ensured that all intake documentation was completed thoroughly and accurately
- Developed lasting professional relationships with staff, venders, community resources and clients

WinServ Window Cleaning, LLC | Proprietor, Omaha, NE

2016-2020

- Researched Federal requirements for operating a small business, acquired an EIN, obtained insurance and made sure all legal requirements were followed
- Performed Inside/Outside sales, Business to Business sales, and Business to Consumer sales
- Created budget, and forecasted labor costs
- Provided job bids in a timely manner and gave an accurate assessment
- Provided “second-chance” employment opportunities for individuals with felonies and employment gaps

Vendorin Inc. | Client Account Manager, Omaha, NE

2014-2015

- Was primary contact for the most valuable clients
- Researched and analyzed all Vendorin software and processes to the level of expert
- Performed best practices to ensure exceptional customer service
- Provided ongoing support to accounts all payable personnel
- Worked in a face-paced environment and demonstrated efficiency and motivation on any given day

Request for Qualifications 111765 Z6

Vendorin Inc. | Inside Sales Representative, Omaha, NE

2013-2014

- Performed prospecting research with the purpose of discovering new client opportunities
- Researched executive structures to find the decision makers
- Qualified new client prospects for future business
- Presented initial product overview and potential return on investment
- Collaborated with the outside sales team to ensure effective knowledge transfer
- Provided support to outside sales team throughout the sales process from lead generation to close.

Vendorin Inc. | Enablement agent, Omaha, NE

2012-2013

- Performed outgoing cold-calls on behalf of our clients
- Became an expert in the application and use of the Vendorin Platform
- Qualified new client prospects for future business

Education:

Metropolitan Community College, Omaha, NE	AAS in Human Services	2017-2018
Ainsworth High School, Omaha, NE	Diploma	2005

References:

John Peterson, Global VP of Customer Success, Coupa Software	412-600-7198
Travis Heppner, Program Manager at ACI Worldwide, Inc	402-707-0684
Tim Privetera, Personal/Character Reference	402-813-1727



Client Agreement And Contract:

Client Information:

Client Name	Joe Sample
Location	Arizona
Gender	Male
House	AZ - Carla Vista
Bed Assignment:	123
Move In Date:	Thursday, February 2, 2023
Sobriety Date:	Thursday, February 2, 2023
Drug(s) of Choice:	ALCOHOL
Cellular Number	(111) 111-1111
E-mail	alisa@carlavista.com
Date of Birth:	Thursday, February 2, 2023
Social Security #:	111-11-1111

Medical Alerts and Current Medications: It is clearly understood that no medication, outside of what has been listed, will be allowed in the facility without prior approval from CVSL Staff. Below is a list all medications Client is currently prescribed and what it is prescribed to treat.

Are you on Medication? Yes

Medical Alerts and Current Medications:

Sample medication detail....

Emergency Contacts:

Contact 1 Name: textbox_sample19 textbox_sample20

Contact 1 Relationship: textbox_sample21

Contact 1 Address: 111 Pine Street
San Francisco, Alabama, 94111

Contact 1 Phone Number (111) 111-1111

Contact 1 Email john@example.com

Contact 2 Name: textbox_sample28 textbox_sample29

Contact 2 Relationship: textbox_sample30

Contact 2 Address: 111 Pine Street
San Francisco, Alabama, 94111

Contact 2 Phone Number (111) 111-1111

Contact 2 Email john@example.com

Parole/Probation Officer Name: textbox_sample37

Parole/Probation Officer Phone: (111) 111-1111

By signing below, I attest that all information above is correct and accurate:

Client Signature



Print Name: textbox_sample39

Date Signed: Thursday, February 2, 2023

Recovery House Guidelines

Relationship:

Client understands, hereby acknowledges, and agrees that the relationship between Client and Carla Vista Sober Living LLC (CVSL) is strictly Occupancy-At-Will and no legal status of "tenancy" or a landlord/tenant relationship is created by this Agreement, and to the fullest extent permitted by law, the Client hereby freely waives any and all rights that may be granted or benefits inured to a person regarded as a "tenant" under Federal law and the laws of the States of Arizona, Colorado, Nebraska and Nevada, its counties and/or municipalities, including but not limited, to laws governing length of tenancy, eviction and summary process.

Client Initials: textbox_sample44

Equal Housing Opportunity:

It is the policy of CVSL to ensure equal housing opportunity without discrimination or harassment on the basis of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, marital status, citizenship, genetic information or any other characteristic protected by law. CVSL prohibits any such discrimination or harassment.

Program:

CVSL is designed to assist adults with a history of problems with alcohol and/or substance abuse. This program is for those serious about their recovery and seek additional support and safety that a structured sober living community offers. This has been shown to be a key support for making a successful reintegration to independent living. Clients participate in community-related sober activities while working, volunteering, or continuing their education. All Clients make a minimum 3-month commitment with 6 months being recommended.

Admission Criteria:

- Eighteen (18) years of age or older.
Must be coming from a completed primary inpatient stay or successful and complete detoxification, or have a history sustained sobriety.
- Mentally and physically able to work, attend school, or volunteer full-time. Must be engaged in one of these activities within one week of move-in.
- Willing and motivated to maintain active participation within the sober living community.
- Willing and motivated to participate actively in a 12-Step recovery program.
- Committed to participating fully in the CVSL program.
- Able to meet financial obligations of housing and personal needs. No firm commitment on bed assignment will be made until the administrative fee is received by CVSL. The program fees are listed below by location:

Arizona:

- A. Required \$175.00 non-refundable administrative fee plus
- B. \$210.00 for the first week (and each week thereafter) plus \$30.00 for first month supplies (and each month thereafter) for a total of \$415.00 due prior to move in.

Colorado:

- A. Required \$175.00 non-refundable administrative fee plus
- B. \$210.00 for the first week (and each week thereafter) plus \$30.00 for first month supplies (and each month thereafter) for a total of \$415.00 due prior to move in.

Nebraska:

- A. Required \$175.00 non-refundable administrative fee plus
- B. \$175.00 for the first week (and each week thereafter) plus \$25.00 for first month supplies (and each month thereafter) for a total of \$375.00 due prior to move in.

Nevada:

- A. Required \$175.00 non-refundable administrative fee plus

B. \$175.00 for the first week (and each week thereafter) plus \$25.00 for first month supplies (and each month thereafter) for a total of \$375.00 due prior to move in.

Rules and Guidelines:

Recovery is the number one priority! Recovery is your responsibility, and the sober housing community and Staff are always available to provide needed guidance and support. The following rules and guidelines are in place to support your success and assure a safe environment to live in.

- 1. Using:** Use of drugs, alcohol or inhalants is prohibited (including misuse of prescription medications). Any "use" will result in immediate eviction. In case of "suspected" chemical use, a drug and/or alcohol test will be administered.
- 2. Abuse:** "Zero tolerance" of physical violence or threats of violence. Verbal abuse towards fellow Clients or Staff is also prohibited. Any violations will result in your immediate eviction and police will be called if necessary.
- 3. Property:** While enrolled in the CVSL program please treat all property with respect. You will be held financially responsible for any damage to CVSL property or grounds that occur as a result of your negligence or inappropriate behavior. Intentional destruction of property is grounds for immediate eviction and police will be contacted if necessary. All bedding is CVSL property. Any theft will result in immediate eviction.
- 4. Staff:** Each house will have an assigned House Manager that will be the responsible party for each house. The Client will direct any/all issues and requests to the House Manager. House Manager will issue all directives and/or responses which need to be followed by all Clients. If the Client feels that the House Manager is not being reasonable or feels the issues/questions are not being addressed, the Client is to make direct contact with the CVSL Program Manager immediately for their location. House Managers have specified authority to certain decisions and will directly seek the Program Manager's approval on all others.
- 5. Drug Testing:** Clients may be tested for drug and/or alcohol use at any time as deemed appropriate by Staff. Upon request of testing, Client has up to 15 minutes to provide sampling or test is assumed a fail. If Client refuses to be tested or if the specimen has been tampered, Client will be refused admission or evicted.
- 6. Medication Lock Box:** It is the responsibility for each Client to purchase and have immediately upon move in a lock box with combination or key lock to store all medication prescribed by doctors. As there are some prescription drugs that are not allowed to enter any of the sober houses, a determination by Staff will be made on a case by case basis. Only medications prescribed to the Client is to be in said lock box. No Clients are to share lock boxes for any reason. If any new medication is prescribed after signing said contract, Client must immediately advise Staff of those changes. The Client is responsible for dispensing their medication and understands that Staff takes no responsibility.
- 7. Programs Fees:** Program fees, as listed in Admissions Criteria, will be paid upon execution of contract but no later than move in date. Weekly payments are due in advance by 6:00 AM Sunday for Sunday through Saturday week (rent is paid in advance weekly) or due at the Mandatory Sunday House Meeting. Failure to provide required payments can and will result in immediate eviction from the CVSL program. It is your responsibility to plan ahead.
- 8. Payment Options:** Clients are encouraged to make all payments through the CVSL secure website at www.carlavista.com or Venmo at @carlavista. Cash and checks are also accepted.
- 9. Supplies:** CVSL provides furniture in the house as well as bedding, cooking and eating utensils. You are responsible for providing your own food and personal items. The house will collect Supply Fees, as stated in the Admissions Criteria, from each Client on the 15th day of each month and use the collected funds for purchasing commonly used goods as needed for the house (toilet paper, paper towels, garbage bags, laundry detergent, dishwashing detergent, cleaning supplies, etc). It is still each Client's responsibility to ensure they have their personal items needed during their stay.
- 10. Employment:** You are required to provide verification of full-time employment (minimum of 40 hours a week) within the first week of entering the house. If you are attending school, volunteering and/or working part-time, you are also required to provide verification of these activities and singularly, or in combination, they must total 40 hours per week. (IOP program hours can be part of these 40 hours). Clients must be up and ready to go by 8:00AM every morning without exception. Failure to meet

this requirement will result in immediate eviction.

11. Mandatory House Meetings: Participation in community group house meetings is mandatory. Clients must be on time and are not allowed to leave early unless pre-approved by Staff. Staff must also pre-approve any absence from these meetings (note: the request must be made by the prior Wednesday night in advance to be considered). All IOP Clients are REQUIRED to attend ALL IOP groups regardless of conflicts per paragraph 32.

Mandatory group is held weekly every Wednesday and every Sunday. Please check with your Program Manager for times and location for your house.

12. 12-Step Mandatory Meetings: Your House Manager will assign a weekly 12-Step meeting that the entire house will attend weekly as a group. The meeting and location are subject to change based on the House Manager's decision. Each Client is required to attend a 12-step meeting daily for the first 90 days in the house and no less than 5 meetings weekly thereafter. Each Client will have a service commitment and homegroup at a 12-step meeting throughout their duration at CVSL.

13. Cleanliness: It is the responsibility of all CVSL Clients to maintain a clean and livable environment. Chore assignments will be made every Wednesday for the subsequent week. It is your responsibility to clean and maintain your assigned area(s) for the entire week without exception. Immediately report to the House Manager if there is any CVSL Client not adhering to the chores and/or abusing areas. Spot checks will be made periodically by Staff and will result in consequences if not maintained. All common areas are to be 100% free of any personal items at all times. If your living space is not kept clean or personal hygiene becomes a health and/or safety issue, CVSL reserves the right to take any/all necessary action such as, individual contracts, fines, other consequences and/or eviction.

14. Peer Support: During the first two weeks of residency, it is recommended that the Client is to not to leave the sober house for any other reason than work or continuing treatment care without a peer. During this two-week period, it is suggested that the Client stay with another member of one of the CVSL sober houses (gender specific) at all times. This is to insure the Client's immediate integration into the program as well as offering periods of fellowship. In the event that a Client chooses to leave without another current Client, they will be expected to maintain open communication with their House Manager and pass a drug screen upon returning to the facility.

15. Parking: All Client parking must be in the driveway and garage only. Client parking on the street is strictly prohibited. It is the Client's responsibility to coordinate all parking needs and make appropriate arrangements. Any fines or penalties received due to failure to adhere to all parking requirements will be assessed to the Client. It is the Client's responsibility to educate all visitors to comply and assumes all responsibilities for any/all consequences of their visitors.

16. Garage Storage: There will be no storage of any personal items in the garage at any time for any reason. The garage is for parking only and will be assigned by the House Manager. If a personal item is placed in the garage, the Client will immediately be given a 24-hour notice to remove. If the item(s) is(are) not removed within 24 hours or repeated, CVSL Staff will have all items picked up and immediately donated.

17. Smoking: Smoking (including electronic cigarettes) is strictly forbidden within and in front of the house including the garage. You may smoke in the backyard on the patio only. Electronic cigarettes are also forbidden in any building including, but not limited to, indoor house meetings, any/all 12 step meetings and treatment facilities of any kind. Please cleanup after yourself out of respect for your environment and roommates as well as facilities being attended.

18. Visitor: Visitors are allowed in the common areas only (i.e., living rooms, kitchen, and backyard). There will be no visitors after 11:30PM Monday through Thursday and 12:30AM Friday through Sundays. No visitors after 10:00PM on nights that conflict with any CVSL Client's objections. CVSL reserves the right to disallow any visitor for any reason at any time. There are to be no visitors of any kind in bedrooms at any time. Failure to meet this requirement will result in immediate eviction. Any visitor not complying with house rules or not conducting themselves in a respectful manner, will be potentially asked to leave and will no longer be welcome to visit at the house.

19. Personal Property: CVSL does not assume responsibility for any loss, theft or damage to your personal property. No stored materials/items are to be kept in the house or garage for any period of time.

20. Client Curfew: All CVSL Clients are to be in the house Monday through Thursday by 11:30PM. All CVSL Clients are to be in the house Friday through Sunday by 1:30AM. Staff must also pre-approve any

changes of curfew (note: the request must be made by the prior Wednesday night in advance to be considered).

21. Additional Client Contracts: The CVSL Staff will intervene in any behavior that is detrimental to your (or another's) recovery. Individual contracts may be added to the Client Contract to better support your needs. Intervention may also be recommended by the Peer Community to support community needs.

22. Photo/Print Release: By signing below, you hereby grant CVSL, and its employees or assigns, permission to photograph and/or use your name in print material (last name initial only), and use such photographs in any use which may include but is not limited to: publication, display, advertising, editorial illustration, resale, web use, etc.

23. Moving On: This program is meant to be a reintegration and transition for you between active addiction and independent living. Clients are required to give CVSL a minimum two (2) weeks' notice before you move so that you may have time to complete any unfinished business and to encourage responsibility and planning in your recovery. You must also make-up the bed with clean sheets, empty closet and vacuum all personal areas. All refunds on credit balances, after all costs applied, will be mailed out within 14 calendar days of move out.

24. Evictions: If the CVSL Staff believes you are not compliant with the above rules, or believes that you are not engaged in a responsible recovery program, you may face consequences or be evicted. Decisions are made on an individual basis with consideration for the safety of the entire community, as well as the needs of each individual. Anyone asked to leave will be considered trespassing anytime they are on the property without Staff in attendance.

25. Pets: No pets of any kind are allowed. If a pet is brought in and/or cared for in any way; you will be evicted immediately.

26. Mail: No mail for any Client should be sent to CVSL. All Clients are to make arrangements to receive their mail at safe and reliable facility. All mail received at sober houses and/or office will be automatically returned to sender. Upon exiting from any CVSL home, any/all mail received will be returned to sender.

27. Inappropriate Materials: No inappropriate materials and/or items are to enter the CVSL facility at any time. It is imperative that you respect all CVSL Clients and sole discretion is on CVSL Staff.

28. Gambling: No gambling of any kind will be permitted in or out of facility while Client is in this facility.

29. Personal Monies: CVSL strongly recommends that you do not lend or borrow money from fellow Clients.

30. Social Activities: We strongly encourage you to suggest group activity ideas to Staff. We want to celebrate as a community any recovery milestones, birthdays, special occasions, and enjoy fun in sobriety!

31. Responsibility: To support your recovery process, CVSL has adopted these rules and guidelines to create a safe, sober and stable living environment. It is your responsibility to help keep it this way. If you know that someone is putting their own recovery at risk or the recovery of others at risk, you must report this to Staff immediately. Withholding information may jeopardize your own recovery and potentially your placement or continuance in the program. Together we must all protect the structure and integrity of the community and assure a safe place for all to live.

32. Out-patient Treatment: Every Client participating in a treatment center IOP (Intense Out-Patient Treatment), OP (Out Patient Treatment) or CC (Continuing Care Program) will provide a release to said treatment facility for CVSL prior to move in. CVSL will regularly communicate with said treatment facility to insure participation is being met with no late arrivals. It is understood that expulsion from any IOP/OP/CC program is grounds for immediate eviction. Clients that are engaged with an executed release for CVSL will be excused from any conflicting mandatory house meetings and mandatory 12 step meetings. House Manager and Staff will communicate information as to your attendance and participation in said programs. It is the Client's responsibility to insure they have proper transportation or that a request for transportation be made to Staff no less than 3 days prior.

The above rules are strictly enforced and any violation(s) may result in restriction or eviction.

Signature:

A handwritten signature consisting of a single, continuous, stylized loop that resembles a cursive letter 'S' or '8'.

Print Name:

textbox_sample45

Date

Thursday, February 2, 2023

Sober, Safe and Respectful Environment Agreement

I am fully aware that I am entering into an agreement to live in an alcohol and drug free program at Carla Vista Sober Living LLC (CVSL). I am choosing to live here in order to increase my chances of maintaining sober and productive life. In order to maintain this environment for myself and other Clients, I agree to vacate the premises immediately (within 15 minutes) without argument or retaliation if I am found to be under the influence of any mind-altering substances not prescribed by a licensed physician. I realize, that should the police department be summoned, that CVSL will press any appropriate charges, thus not enabling me to act out in my addiction.

Client understands and hereby acknowledges and agrees that the relationship between Client and CVSL is strictly Occupancy-At-Will and no legal status of "tenancy" or a landlord/tenant relationship. I also understand that as a Client of CVSL, I am living in an alcohol and drug free shared housing property managed by a House Manager. I also understand that the staying in any CVSL owned, managed or leased property is in the capacity of a Program Participant sharing a housing unit and not a tenant rights or possession of space exclusively.

Any acts of intimidation, violence or theft will also result in immediate eviction.

I further understand that if asked to leave, for any reason, I must take my possessions with me or make an appointment with CVSL Staff within 72 hours of leaving to return to claim my possessions. CVSL will not store or be responsible for possessions. I understand that if all items are not retrieved within stated time frame, they will be immediately donated.

I understand that I am not a tenant and this is not my house, but rather that I am a Client of the CVSL program, and membership in the program is based upon sobriety and working a program of recovery.

By signing below, I attest that I will adhere to Sober, Safe and Respectful Environment Agreement:

Signature:



Print Name:

textbox_sample50

Date

Thursday, February 2, 2023

WAIVER OF LIABILITY FOR EVENTS

I hereby understand and acknowledge that the programs and events held by the Carla Vista Sober Living, LLC (CVSL) and any/all of its affiliates may expose me to many inherent risks, including accidents, injury, illness, or even death. I assume all risk of injuries associated with participation including, but not limited to, falls, contact with other participants, the effects of the weather, including high heat and/or humidity, and all other such risks being known and appreciated by me. I hereby acknowledge my responsibility in communicating any physical and psychological concerns that might conflict with participation in activity. I acknowledge that I am physically fit and mentally capable of performing the physical activity I choose to participate in. I understand even if I am required to attend an event, it is my decision to "opt out" of participating in the event.

After having read this waiver and knowing these facts, and in consideration of acceptance of my participation in the CVSL events and activities, I agree, for myself and anyone entitled to act on my behalf, to HOLD HARMLESS, WAIVE AND RELEASE CVSL, its officers, agents, employees, organizers, representatives, and successors from any responsibility, liabilities, demands, or claims of any kind arising out of my participation in the CVSL programs and/or events.

By my signature I indicate that I have read and understand this Waiver of Liability. I am aware that this is a waiver and a release of liability and I voluntarily agree to its terms.

Signature:



Print Name:

textbox_sample55

Date

Thursday, February 2, 2023

