

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

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

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

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

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

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

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

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

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

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

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

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

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

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

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

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

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

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

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

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which

is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

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

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

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

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

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

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

BAFO – Best and Final Offer

BOP: Board of Parole

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

LADC: Licensed Alcohol and Drug Counselor.

LCSW: Licensed Clinical Social Worker

LIMHP: Licensed Independent Mental Health Practitioner

LMHP: Licensed Mental Health Practitioner

NBOP: Nebraska Board of Parole

RFQ – Request for Qualification

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

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

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

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

Telephone: 402-479-5718

E-Mail: DSC.Purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. **SCHEDULE OF EVENTS**

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

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

D. WRITTEN QUESTIONS AND ANSWERS

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

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

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

G. DEVIATIONS FROM THE REQUEST FOR QUALIFICATION

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

H. **SUBMISSION OF PROPOSALS**

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

1. Submitting electronic responses:

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

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

- a. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by NDCS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.
- b. Proprietary Information should be presented in separate files. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.
- c. **ELECTRONIC PROPOSAL FILE NAMES**
The bidder should clearly identify the uploaded RFQ proposal files. To assist in identification please use the following naming convention:
 - i. RFQ 111765 Z6 Company Name
 - ii. If multiple files are submitted for one RFQ proposal, add number of files to file names:
RFQ 111765 Z6 Company Name File 1 of 2.
 - iii. If multiple RFQ proposals are submitted for the same RFQ, add the proposal number to the file names: RFQ 111765 Z6 Company Name Proposal 1 File 1 of 2.

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

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

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

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

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

I. **PROPOSAL PREPARATION COSTS**

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

- J. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION**
 Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:
1. Rejection of a contractor's proposal;
 2. Withdrawal of the Intent to Award;
 3. Withdrawal of the Award;
 4. Negative Vendor Performance Report(s)
 5. Termination of the resulting contract;
 6. Legal action; and
 7. Suspension of the contractor from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.
- K. PROPOSAL CORRECTIONS**
 A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.
- L. LATE PROPOSALS**
 Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.
- M. PROPOSAL OPENING**
 The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFQ signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.
- N. MANDATORY RFQ REQUIREMENTS**
 The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:
1. Original Request for Qualification for Contractual Services form signed using an indelible method or DocuSign;
 2. Clarity and responsiveness of the proposal;
 3. Completed Corporate Overview;
 4. Completed Sections II through VI;
 5. Completed Technical Approach;
 6. Completed State Cost Proposal Template;
 7. Completed Attachment A, Bidder Questionnaire
 8. Copies of certifications including but not limited to the following (see V.C.2 and V.D.):
 - a. Insurance
 - b. Professional License(s)
 - c. Use permits
 9. Example of reports that include but are not limited to (See V.D.):
 - a. The number of individuals served;
 - b. Average length of stay;
 - c. Types of programming and classes offered; and
 - d. General demographic information.

O. **RFQ EVALUATION COMMITTEE**

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

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

P. **EVALUATION OF RFQ PROPOSALS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Evaluation criteria will be released with the solicitation.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

R. BEST AND FINAL OFFER

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

S. REFERENCE AND CREDIT CHECKS

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

T. AWARD

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

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

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

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

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

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

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

U. ALTERNATE/EQUIVALENT PROPOSALS

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

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

W. EMAIL SUBMISSIONS

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

X. REJECTION OF PROPOSALS

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

Y. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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

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

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

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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:
TH			

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:
TH			

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

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

J. BREACH

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

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:
TH			

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:
TH			

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

M. INDEMNIFICATION

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

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

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

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

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

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

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

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

N. ATTORNEY'S FEES

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

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:
TH			

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:
TH			

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

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

Q. FORCE MAJEURE

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

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:
TH			

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:
TH			

The contract may be terminated as follows:

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

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

T. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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:
TH			

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

E. DISCOUNTS

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

F. PRICES

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

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price 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:
TH			

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:
TH			

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

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

J. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

3. EVIDENCE OF COVERAGE

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

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

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

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

4. DEVIATIONS

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

K. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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:
TH			

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:
TH			

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

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

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

N. STATE PROPERTY

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

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:
TH			

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:
TH			

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

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.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.

R. DISASTER RECOVERY/BACK UP PLAN

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

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:
TH			

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:
TH			

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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

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

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

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

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

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

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

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

D. INSPECTION AND APPROVAL

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

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:
TH			

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

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

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

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

B. PROJECT ENVIRONMENT

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

C. SERVICE REQUIREMENTS/ IN SCOPE SERVICES

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

D. REQUIREMENTS

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

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

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

E. DELIVERABLES

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

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. CONTRACTOR IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF CONTRACTOR'S CORPORATE EXPERIENCE

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

The contractor should address the following:

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

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

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

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

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

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

j. SUBCONTRACTORS

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

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

5. TECHNICAL APPROACH

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

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

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

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

Preparation of Response Contact Information	
Contractor Name:	TOM HIGHTOWER
Contractor Address:	11640 CALHOUN RD.
Contact Person & Title:	TOM HIGHTOWER EXECUTIVE DIRECTOR
E-mail Address:	tomhightower@pl101omaha.com
Telephone Number (Office):	402-598-4792
Telephone Number (Cellular):	402-598-4792
Fax Number:	402-991-1545

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

Communication with the State Contact Information	
Contractor Name:	
Contractor Address:	SAME AS ABOVE
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM

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

CONTRACTOR MUST COMPLETE THE FOLLOWING

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

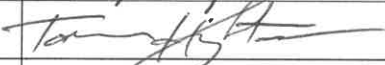
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	THE 1212 HOUSE dba. 50 th ST. LANDING
COMPLETE ADDRESS:	MEN'S HOUSE 5021 N 50 th ST. OMAHA, NE. 68104
TELEPHONE NUMBER:	402-598-4792
FAX NUMBER:	402-991-1545
DATE:	12/20/2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	TOM HIGHTOWER EXECUTIVE DIRECTOR

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

Bidder Name: 50th St. Landing

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:	
<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):	

1.2	Provide the physical address of the Transitional Living with Programming location(s).
Response:	
5021 North 50th Street, Omaha, NE 68104	

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: We have on-site staffing 24 hours as well as 24 hour monitoring of cleanliness, maintenance, and compliance. The facility is up-to-code in all areas. Documentation available upon request.	

2.2	<p>Describe which of the three tiers or types of transitional housing being proposed.</p> <p>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.</p> <p>II. Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living</p> <p>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.</p>
Response: Transitional Living with Programming: Supportive, temporary housing, which includes services (i.e., employment) to facilitate transition into independent living.	

2.3	Describe the number of beds that are available to the NBUP/Division of Parole Supervision.
Response: 9 beds are available	

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: 50th St. Landing is a transitional living dual diagnosis program with housing, treating co-occurring substance use and mental health conditions. Within 72 hours, a mental health assessment is completed by a fully licensed LIMHP mental health professional. Depending on diagnosis, individuals enter into individual substance abuse and mental health counseling, mental health groups, anger management, and/or intensive outpatient treatment groups. Programming also includes life skills and educational groups, monthly budgeting classes with Centris Bank, community events (sporting and arts/cultural), community service work through Heart Ministries and Brookside Church.</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>50th St. Landing has an independent, fully licensed LIMHP mental health professional and an independent, fully licensed Substance Abuse professional available for any mental health and/or co-occurring resident needs. Additionally, if 5SL is not able to meet an individual's particular need, we will advocate and deliver the person to the appropriate care to ensure our client's needs are fully met in whatever aspect those needs should present themselves.</p>	

ATTACHMENT A, REV1, Bidder Questionnaire
RFQ 111765 Z6

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

Site Enhancements	
4.1	Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.
Response: 50th St. Landing (formerly known as Programming Life 101) has transitioned from a 33-bed facility which housed both parole and probation clients (located at 3525 Evans Street in Omaha). The new location is a smaller 9-bed facility providing individualized trauma-based programming, focusing on only parole clients, for an improved 1:1 approach	



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/3/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER		CONTACT NAME: Teresa Borer	
Insurance Solutions		PHONE (A/C, No, Ext):	FAX (A/C, No):
2530 S 171st Ct		E-MAIL ADDRESS: teresa@insurancesolutionsomaha.com	
Omaha		INSURER(S) AFFORDING COVERAGE	
NE 68130		INSURER A : TWIN CITY FIRE INS CO CO	NAIC #
INSURED		INSURER B : PROGRESSIVE NORTHERN INS CO	29459
Programming Life 101		INSURER C : SENTINEL INS CO LTD	38628
5021 N 50th St		INSURER D :	11000
Omaha		INSURER E :	
NE 68104		INSURER F :	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY		91SBATY4166	07/23/2022	07/23/2023	EACH OCCURRENCE	\$ 1,000,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000
	<input checked="" type="checkbox"/> SPC					MED EXP (Any one person)	\$ 10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY
	<input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC					GENERAL AGGREGATE	\$ 2,000,000
	OTHER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
							\$
B	AUTOMOBILE LIABILITY		08015505-0	08/16/2022	02/16/2023	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					PROPERTY DAMAGE (Per accident)	\$
							\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR		91SBATY4166	07/23/2022	07/23/2023	EACH OCCURRENCE	\$ 5,000,000
	<input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE					AGGREGATE	\$ 5,000,000
	DED RETENTION \$						\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY		91WECAB8ARJ	07/23/2022	07/23/2023	PER STATUTE	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N					
	<input checked="" type="checkbox"/> N	N/A				E.L. EACH ACCIDENT	\$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$ 500,000
						E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

Division of Parole Supervision - Accounts Payable

421 South 9th, Suite220

PO Box 35

Lincoln, NE 68508

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Teresa Borer



City of Omaha
Jean Stothert, Mayor

Planning Department

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

David K. Fanslau
Director

June 3, 2021

Thomas A Hightower
Programming Life 101 LLC
3525 Evans Street
Omaha, NE 68111

RE: 5021 North 50th Street (PIN: 0534960201) Legally described as *BANSES SECOND ADD LOT 2 BLOCK 0 ALL LT 1 & N 46 FT LT 109.5X 122.5.*

To Whom It May Concern:

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

The property is zoned R3-Single-Family Residential District (Medium Density). All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on our website: planning.cityofomaha.org. Adjacent properties are zoned as follows:

Direction:	Zoning:
North	R3-Single-Family Residential District (Medium Density)
South	R3-Single-Family Residential District (Medium Density)
East	R3-Single-Family Residential District (Medium Density)
West	R1-Single-Family Residential District (Large Lot)


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

Small Group Living (Disabled) is a permitted use in the R3 Zoning District.

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

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

Sincerely,
OMAHA CITY PLANNING DEPARTMENT


Geoff Solomonson
City Planner, Omaha City Planning

CORPORATE OVERVIEW

Contractor Identification and Information

The 1212 House (established 2002) doing business as 50th St. Landing (formerly known as Programming Life 101) is a Sole Proprietorship established in the State of Nebraska in June, 2022 and is privately owned by Tom Hightower. The primary location of 50th St. Landing (5SL) is 5021 North 50th Street, Omaha, NE, 68104.

Financial Statements

50th St. Landing is not a publicly held corporation, and has not had any independent financial audits but would engage in one if required to do so. 50th St. Landing is financially solvent and uses Frankel Zacharia for accounting purposes. Taxes can be available for review if necessary.

There have been no judgements, litigation or potential reversals involving 50th St. Landing.

Banking is done by Bank of the West.

Change of Ownership

Tom Hightower, founder of 50th St. Landing (formerly known as Programming Life 101), continues to own 50th St. Landing and does not anticipate selling the business.

Office Location (and mailing address)

11640 Calhoun Road, Omaha, NE 68152

Relationship With the State

Current and past payors to Programming Life 101 (now known as 50th St. Landing) are: Nebraska State Probation (NSP), from which vouchers are received for Transitional Living Level 2 clients, and the Division of Parole Supervision. For the past 19 years, Tom has served as a team member on Sarpy County Drug Court, has been involved with Douglas County Drug Court, Washington/Dodge County Drug Court, Cass County Drug Court, Douglas County Veterans Court, and Douglas County Young Adults Court.

Contractor's Employee Relations to State

No one working for or contracted with 50th St. Landing is currently or was ever employed by the State of Nebraska.

Contract Performance

No contracts between 50th St. Landing and the State of Nebraska have ever been terminated for default, nor have any contracts been terminated for convenience, non-performance, non-allocation of funds, or any other reason.

Summary of Contractor's Corporate Experience

50th St. Landing (formerly known as Programming Life 101) has been contracted with the State of Nebraska since 2018 to provide transitional living with programming for men who are on probation and parole. This is a continuing effort. The previous 33-bed facility at 3525 Evans Street, Omaha, NE 68111 met all building and safety requirements and was licensed by the State of Nebraska for Transitional Living with Programming.

The current 9-bed facility at 5021 North 50th St, Omaha, NE 68104 meets the same criteria. Programming Life 101 was separated into two facilities to better address the needs and concerns of the two different populations (probation and parole) and continues to operate under the name Programming Life 101 (now located at 7530-32 Blondo, Omaha, NE, 68134) as a transitional living facility for only men on probation; **50th St. Landing is the facility accommodating men on parole and is the subject of this application.**

Summary of Contractor's Proposed Personnel/Management Approach

See Scope of Work below

Subcontractors

No subcontractors are used for this program

TECHNICAL APPROACH

50th St. Landing (5SL) opened in 2018 as Programming Life 101, and has been dedicated to habilitating and reintegrating men into their community through a safe, confidential and therapeutic environment, while providing research-based, best practice care to individuals experiencing alcohol and drug abuse. 50th St. Landing uses researched treatment methods including cognitive-behavioral, strength-based techniques, reality and solution-based counseling approaches, supplemented with the 12-Step model.

Understanding of the Project Requirements

50th St. Landing has an understanding of the requirements of the project and currently meets all standards, regulations, laws, and ordinances as adopted by local, state, and federal authorities. 5SL policies and procedures are accessible to all staff and stakeholders upon request. They include personnel records, personnel policies for maintaining adequate coverage for monitoring parolees, intake processes, housing supportive services for maintaining a safe facility, resident rights and responsibilities, resident rules, client records, and safety and emergency procedures and plans, and procedures for reporting unusual incidents to the Director of Supervision and Services within a 24-hour period.

5SL will maintain, in a client file, intake and discharge paperwork, signed resident rules and regulations, incident reports, and grievance forms. 5SL will also maintain and can provide upon request business documents required to operate in the State of Nebraska.

5SL will track and monitor length of stays with the targeted average being 12 weeks, and will keep data and reports, including number of individuals served, average length of stay and types of programming/treatments.

5SL will partner with the Director of Supervision and Services and abide by all rules and regulations set forth by Parole.

The 50th St. Landing owner and administrator, Tom Hightower, will be the point of contact for areas of concerns and mitigation.

Proposed Development Approach, Technical Considerations, Detailed Project Work Plan and Deliverables and Due Dates

See Scope of Work below

Scope of Work

50th St. Landing is able to provide transitional living, mental health, and substance use programming for up to 9 parolees. The Program will assist in providing a monitored environment for parolees to live independently while seeking employment, stable income, and permanent housing. The Program will work collaboratively with the Nebraska Board of Parole and Division of Parole to coordinate services, provide reporting, and ensure other requirements of the parolee are being met. Parole Officers receive weekly updates and progress report for each parolee. The average length of stay will be 84 days, depending on the individual's needs and treatment. Clients will have access to licensed mental health and substance use professionals for individual therapy. Programming will also consist of outpatient and intensive outpatient treatment for substance abuse and mental health therapy groups. Therapy groups will include but are not limited to cognitive behavioral therapy, illness management and recovery, social cognitive training, and metacognitive therapy. Life skills, money management/budgeting, building family relations, anger management, relapse prevention, and illness management and recovery education and groups will also be provided. Lastly, the Program will provide case management services to assist in seeking employment, obtaining resources, finding permanent housing, making necessary referrals, coordination of care, discharge planning, and help with personal business and budgeting.

Program Description, Forms, Reports, Etc.

50th St. Landing Program Description

(updated 12/01/22)

Service Description:

The purpose of 50th St. Landing is to habilitate and reintegrate men into the community through Adult Men's Transitional Living by providing them with all of the tools and support services required to accomplish that goal.

Support Services:

The 50th St. Landing is an Adult Men's Transitional Living Home with a full array of Programming. It is an individualized life skills program with a strong focus on Mental Health Trauma Informed Care, Substance Recovery, and strengths-based reintegration into the Community. Our administration and staff bring both an educational and experientially diversified background to the facility. The staff are all experienced in best-practice skills. They are trauma informed, culturally sensitive, age and developmentally appropriate and incorporate evidence-based practices. During the Resident's stay, he will perform Community Service to gain experience and involvement by giving back to the community..

Community Partners:

Some of our community partners are: Moving Vets Forward, Brookside Church, Heartland Ministries, Habitat for Humanity, the Malcolm X Center, and Good Turn Labor. Education and exploration of employment opportunities are partnered with the Metropolitan Community College 180 Degree Re-Entry Assistance Program (RAP), and Project Reset.

Programming:

Programming events include attending recommended individualized therapy sessions for substance abuse and mental health (which may include cognitive behavioral therapy, illness management and recovery, social cognitive training, and metacognitive therapy). In addition, programming includes house meetings, 1:1 accountability sessions, personal finance training, weekly cultural events, recovery events, group outings, opportunities for spiritual and religious activities, and hobby and sports activities. Recovery events include lectures covering topics such as Relationships, Spirituality, Recovery, and Cultural Diversity. Residents attend various 12-Step meetings in the Community four days a week and are encouraged to acquire a 12-Step Sponsor. During the Resident's stay, staffings are conducted at his Supervising Officer's request.

Service Expectations:

- Within the first 24 hours, complete detailed intake according to 50th St. Landing procedures and policies.
- Within the first five days, assist in obtaining state id, birth certificates, and social security cards for employment purposes, introduce Metro 180 Degree Rap at Metro Community College, schedule an appointment for a wellness check with Charles Drew, file an application for Affordable Health Care with his Service Provider partner, and apply for EBT benefits when available.
- Within the first seven (7) days, perform mental health and drug/alcohol assessments, perform initial staffing with his Supervising Officer and 50th St. Landing Staff, introduce resident to community service, and begin the process of obtaining sustainable employment.
- ***Participate fully in*** (not just attend) all programming activities at the 50th St. Landing facility.
- Follow all counselors, doctors, and Supervising Officer's orders and requirements.
- Follow all Rules and Policies of 50th St. Landing.
- All residents are required to clock all movement on an electronic time-card system. This includes, wake-up, out-of-house programming, employment, volunteer hours, medical appointments, court supervision, etc. If the resident isn't clocked-out, he is in the facility.

Mental Health:

50th Street Landing recognizes the importance of sound mental health. We provide

- licensed mental health evaluations
- 1:1 licensed mental health counselings
- licensed drug evaluations with a ten-day turnaround.
- group work as required (educational and treatment focused)

We facilitate engagement in IOP, Community Alliance programming, along with resources that promote positive community membership and good mental health.

Facility:

- Outside common areas are monitored by a camera system.
- Secured storage is available for residents' private property.
- All residents' medication is secured in individual private medical lockers.
- 50th St. Landing adheres to all applicable state laws and regulations that govern Transitional Living Facilities and is non-discriminatory.

Length of Stay:

The 50th St. Landing is an 84-day program. Following the residents' completion of our program, we recommend a 90 days stay in a 3/4 way house that best fits the individualized needs of that resident. The research indicates that an individual entering into an 84-day life skills program needs continuing structured housing (¾ living) for a minimum of 90 days post-graduation from the life skills house.

If a Resident of 50th St. Landing exhibits stable behavior for a continuous period of 30 days in the critical aspects of his life, i.e., recovery, work, family and social relationships, and is in

compliance with all legal oversight, we may consider, in collaboration with the Supervising Agency, an early graduation from the 84-day program.

Staffing:

- Two full-time Administrators - Executive Director, Tom Hightower, and Program Director, Shane Reilly
- Resident Manager, Arnold Beaton
- Additional staff to meet the needs of the individuals who are served 24 hours per day
- No paid staff, volunteers or house managers will be under community supervision or convicted of a criminal infraction within the last six months.

Service Desired Outcomes:

The goals for every man who comes through 50th St. Landing are to:

- to be sustainably employed
- continue to maintain and improve his relationship with his family, as appropriate
- develop positive coping skills for dealing with stress and difficult circumstances
- move toward independent living
- have a clear plan for his future
- be comfortable within the Recovery Community
- have a solid 12-Step Sponsor

50th St. Landing Intake Packet

(rev. 12/01/22)

50th St. Landing Intake Procedure

Prior to arrival

1. Screening will be performed by Tom Hightower or Shane Reilly

Day of arrival

2. The pre-intake statement will be discussed with the proposed resident. If he is willing and agrees with the statement, he will sign it and the intake process will proceed.
3. The administrative coordinator will collect information required for 50th St. Landing (5SL) records.
4. The resident will surrender all telephones, electronics, and medications to the staff.
5. The staff will inspect all clothing brought into 5SL by the resident; after inspection, all clothing will be run through a hot dryer on full cycle.
6. The staff will assign bedding and supplies to the resident.
7. Within 24 hours, the staff will review remaining items of the intake packet including but not limited to, the Rules & Regulations, Intake Policy Review, Membership- Agreement, Metro 180 degree Re-entry Assistance Program, and visitation approvals through his PO.

50th St. Landing Pre-Intake Statement

We can also assist you with obtaining health & dental care, EBT benefits, job and recreational opportunities.

If you enroll in this Program, you are agreeing to the following:

1. You are not a Registered Sex Offender
2. You are not taking any medications that test positive on a 14 panel UA.
3. Use of a vehicle will be determined on a case-by-case basis
4. Computers provided to residents are for official use only. (i.e., looking up bus routes, preparing resumes, job searches, applying for EBT benefits). No personal computer use is allowed.
5. You will be assigned chores, community service, and volunteer work during your stay, and will not receive compensation.
6. Your assigned room and your personal vehicle are subject to unannounced searches at any time by SSL staff. Staff may request a UA at any time.
7. Threats or acts of physical violence between residents, or between residents and staff will not be tolerated. Law Enforcement will be contacted.
8. Visiting hours will be determined on an individual basis
9. SSL staff can impose special restrictions at any time depending upon a resident's actions.
10. Further rules and regulations will be discussed later in this intake.

This program is an opportunity to change your life.

I, _____ am ready and willing to commit to improving my life with the skills I will learn at 50th St. Landing.

Signed: _____

____/____/____

Resident Signature

Date:

50th St. Landing Application for Membership

To be accepted in 50th St. Landing, an applicant must complete both sides of this application. Carefully read the application and honestly answer the questions. Living in the 50th St. Landing residence is special and if you understand its value, it can help you achieve comfortable sobriety without relapse.

Print Name (Last, First, Middle)			Date of Birth:		
Present address (Street) Check if treatment facility			Telephone number where you can be reached		
Home:			Work:		
City	State	Zip			
Email:		Social Security #:		Are you an alcoholic? Yes No	
				Date of your last drink?	
Are you addicted to drugs? Yes No		Date of last drug use?		List of drugs you used addictively:	
When did you attend your first AA or NA meeting?			How many AA/NA meetings do you now attend each week?		
Are you getting welfare or other non-job related income (i.e. disability)? Yes No			Do you have a medical doctor? Yes No If "yes" list name and phone number:		
Marital status (circle one): Married Never Married Separated Divorced			# of dependent children and age(s) Do you have a therapist/counselor, psychiatrist? Yes No If "yes" list the name and phone number:		
Have you ever been to a treatment facility for alcoholism and/or drug addiction? Yes No If yes, where was it and when?			Do you take prescription drugs? Yes No If "yes" list drugs and reason the drug has been prescribed.		
What is your legal situation?					

What is your probation/parole officer's name and phone number?

Are you on the Sex Offender Registry?

Date of move-in? Immediately Other

If "other", list the date you would want to move in, if accepted, and why the date is in the future rather than immediately.

Date: _____ Reason: _____

Have you ever lived in a 3/4 way house before? Yes No

If "yes", provide the name and location of the 3/4 way house.

I left the previous 3/4 way house for the following reason (circle one):

Relapse Voluntarily Other reason(s): _____

I do do not (circle one) owe money to the former 3/4 way house.

If I did owe money to the 3/4 way house I left, I will agree to repay the money I owed to my former 3/4 way house. Yes No

Emergency Telephone Numbers (List family doctor, if you have one, + two family members or friends):

Name and Address	Relationship	Telephone
1.		
2.		
3.		

I realize that 50th St. Landing to which I am applying for residency has been established in compliance with the conditions of Section 2036 of the Federal Anti-Drug Abuse Act of 1988, P.L. 100-690, as amended, which (A) prohibits all residents from using any alcohol or illegal drugs, (B) expel any resident who violates such prohibition, (C) equally share household expenses including the monthly lease payment, among all residents, and (D) utilize democratic decision making within the group including inclusion in and expulsion from the group. In accepting these terms, the applicant excludes himself or herself from the normal due process afforded by local landlord-tenant laws.

Use this space for additional relevant information:

I have read all the material on this application form including the above limitations and have also answered each question honestly. I want to achieve comfortable recovery from alcoholism and/or drug addiction without relapse.

SIGNATURE: _____

DATE: _____

50th St. Landing

Resident Rules and Policies

These rules and policies ensure a safe, stable, and sober environment in which to recover. Residency is not allowed for registered sex offenders, or anyone on a prescription drug that would cause a positive result on a 14 panel UA.

1) EVICCTIONS:

a) Causes for immediate eviction:

i) **NO USING ANYTIME-ANYWHERE:** No alcohol, drugs or mind-altering substances of any kind, legal or illegal, are allowed. This includes, *but is not limited to*, K-2 synthetic cannabis (legal or illegal), Kratom, bath salts, etc. No system cleansers are allowed. The misuse of prescription medication(s) is also included in this rule.

ii) **REFUSAL OR FAILURE OF URINALYSIS OR BREATH TEST.**

iii) **CURFEW VIOLATIONS:** If a member comes in after curfew, he must immediately notify a resident manager or senior staff and take a drug and alcohol test.

iv) **NON-COMPLIANCE OF CONTRACT.**

b) Other causes for eviction:

i) **Disruptive behavior anytime-anywhere:** including, but not limited to, non-compliance of the resident rules and policies, fighting or physical contact, negative attitude, personal hygiene (failure to bathe daily, etc.), abusive language, stealing, lying, sex, pornography, etc.

ii) **Entering a fellow resident's room** (unless there is an emergency).

c) **EVERY RESIDENT IS RESPONSIBLE TO NOTIFY THE STAFF AND THE OWNER IF THEY KNOW OR SUSPECT THAT ANOTHER RESIDENT IS USING DRUGS AND/OR ALCOHOL OR PARTICIPATING IN ILLEGAL ACTIVITIES.**

2) **CONTRACTS:** If a resident's behavior does not change, the appropriate consequence will be imposed, and the resident will be placed on contract. There is also a verbal contract, which is just as binding as a written contract.

a) The contract will be defined on an individual basis.

b) The contract will be dated and signed by the resident and staff.

c) Consequences of the contract will be assessed in community service work as listed below:.

i) 1st offense: 1 hour of community service

ii) 2nd offense: 2 hours of community service

iii) 3rd offense: 3 hours of community service

3) CURFEWS:

- a) No resident may leave the residence before 6:00 a.m. unless approved by staff at a previous resident meeting.
- b) All residents must return immediately from both paid and unpaid work assignments and scheduled off-premises activities.
- c) Curfew violations will result in the assessment of consequences as described in the above Contracts section.

4) **MEETINGS:**

- a) All residents will be required to attend all scheduled meetings or mandatory meetings during their residency unless excused by staff.
- b) If a resident does not attend the required meetings, consequences will be assessed as listed in the above Contracts section.

5) **WEEKLY CHORES:**

- a) All residents will be assigned weekly chores.
- b) Chores must be completed daily.
- c) Each bedroom is considered part of a resident's chores, including making the bed, dusting, vacuuming, and keeping the area orderly. Bed sheets must be used and changed a minimum of two times per month.
- d) Residents are responsible for checking with the chore coordinator, house manager, or senior staff if they have any questions concerning their chores and/or time to complete the chores.
- e) Personal items left in the common areas and any messes made by a resident will result in a consequence – **If you use it, put it away. If you make a mess, clean it up.**
- f) Every Sunday morning, each resident will participate in a thorough house cleaning (i.e. clean under beds, couches, chairs, tables, clean ceiling fans, window sills, and baseboards, etc.).
- g) Chore violations will result in assessment of consequences as described in the above Contracts section.

6) **HOUSE GUESTS:**

- a) No guests are allowed in the resident's bedroom.
- b) All guests must be approved by staff and/or referring agency.
- c) A resident is limited to four (4) hours of visits per week.
- d) If a member has a house guest violation, consequences will be assessed as listed in the Curfew section above.

7) **MEDICATIONS:**

- a) All medications are to be checked by staff.
- b) All medications are to be counted weekly by residents (observed by staff)
- c) All medications are to be logged into medication log.

8) **TELEPHONE USAGE:**

- a) There will be no incoming or outgoing calls between 10:00 p.m. and 6:00 a.m. unless it is an emergency or work related.
- b) In consideration of all residents, a maximum of ten (10) minutes per user per hour is allowed.
- c) International calls, collect calls, and calls from jails or prison facilities are not allowed.

9) RESIDENCE RULES:

- a) No dirty street shoes or bare feet are allowed in the residence. Sleeved shirts are to be worn at all times in the common areas.
- b) Smoking or use of tobacco products (i.e. chew) is not allowed in the residence. Smoking is permitted outside in designated areas only.
- c) No resident is permitted to throw away the food of another resident unless it is spoiled.
- d) If it is not yours, do not eat it without permission from the owning resident. Taking someone else's food is considered stealing, which is grounds for eviction.
- e) Residents are not allowed to associate with anyone who drinks or is drinking, or who uses or is using drugs (including family members) unless on a 12-Step call with another member of AA or during employment.
- f) Residents are not permitted in bars, strip clubs, adult entertainment establishments, etc.
- g) Cell phones or personal phones are not allowed in the residence in any capacity.
- h) Residents shall not participate in gambling within the residence, or at a casino or keno parlor.
- i) No energy drinks are to be consumed and/or allowed in the residence.
- j) 10:00 p.m. – 6:00 a.m. is quiet time (no radios, TV's, computers, or laundry). Lights out at 11:00 p.m.
- k) Residents are not permitted to glorify drugs or alcohol on clothing, or wear any gang-style clothing (ie sagging or low-riding pants, caps worn on the side, etc.).
- l) A resident cannot sponsor another member of 5SL and/or The 1212 House.
- m) No incense or candles are to be burned in the residence or on the property.
- n) Fire extinguishers are to be used in case of *emergency only*.
- o) Any violation of the above rules will result in the assessment of consequences as described in the above Contracts section.
- p) If no fines occur after 14 days from the previous offense, the fine status goes back to "no offense".
- q) Residents must pay the costs of the drug or alcohol test unless the test is random and/or negative.

10) MISCELLANEOUS:

- a) Staff will periodically inspect the residence and property to assure safety and cleanliness rules and policies are being followed.
- b) Staff has the right to call for a meeting any time if rules and policies are not being followed.
- c) Any rule is subject to change at any time by staff.

50th St. Landing Intake Policy Review

5SL Code of Conduct: All residents will be given an opportunity to review the rules and this Policy Review with a staff member and receive a copy of the same during intake. After this review, the resident must sign the 5SL Membership Agreement.

Visitation Policy: Phase 1 and 2 Residents may receive visitors at 5SL on Sundays between 11:00 AM and 1:00 PM. Phase 3 Residents may receive visitors on Sundays between 1:00 PM and 3:00 PM unless 5SL residents are participating in a group activity. Residents must receive probation/parole officers', staff and peers' approval for all visitors except probation/parole officers. Residents must provide to staff a list of potential visitors and their relationships to the residents during intake. All visitors except probation/parole officers must be listed on the residents' schedule prior to visiting, per 5SL Scheduling Policies.

Program Description: 5SL is an 84-day program which is designed to enhance the life skills of our Residents. Advancement through the various stages in 5SL's "Advancement in the Program" is based on merit as determined by the staff in conjunction with probation/parole. All residents will be encouraged to enter a reputable $\frac{3}{4}$ way house to be determined by the team (supervising office, and 5SL staff) for a minimum of 90 days.

Resident Spending: Residents are to make no purchases without staff permission (this includes tobacco products – if you have money for tobacco, you can pay your bills first). Any gifted items must be approved by staff. All employed residents must provide a copy of every check stub to staff.

Resident Movement: Any non-program independent movement (ie doctor, attorney, PO, Metro Community College, etc.) of residents must be documented (and approved by the supervising agency) at the next Cares and Concerns. All 5SL program activities are MANDATORY: work details most days, Cares and Concerns at 5:45 pm and evening programming after dinner. You cannot excuse yourself without prior staff approval.

Resident Scheduling: All Residents must complete a detailed weekly schedule by Cares and Concerns on Sunday night. Peers will gather on Saturday night to prepare their schedules. All schedule changes must be submitted and approved by staff and peers no later than the previous day's Cares and Concerns. Residents must

stay out of the Resident Hall Monday through Friday 8:00 am to 4:00 pm and Saturday 8:00 am to 3:00 pm, unless they have specific permission from the staff.

Chores: In addition to programming, all residents have assigned housekeeping chores. The facility is inspected twice daily to verify chores are completed and the facility is maintained. All contraband found in the facilities will be disposed of (contraband definition: any item not approved by 5SL staff).

As stated in the Rules, consequences will be applied to any violation of the housekeeping and rules standards.

Outside Transportation: Residents are to use public transit. Residents may not receive rides from anyone not attached to 5SL without prior specific staff approval. This includes the co-workers of employed residents.

General Resident Mantra: If you don't know – **ASK!**
 If you think you know – **ASK!**
 If you know you know – **ASK ANYWAY!**

**50th St. Landing
Membership Agreement**

I _____, have read the rules and policies for 50th St. Landing (5SL). I completely understand the expectations and guidelines placed upon me while I live in this facility. I am willing to abide by these rules and policies. I further understand that if for any reason, if I do not follow through with these rules and policies, I may be evicted.

The follow are mandatory:

1. I will continue my required programming as mandated by my therapist, drug court officer, probation officer, and parole officer, or case manager.
2. I will comply with all medical doctors' treatment plans (prescriptions and therapies).
3. If on disability, or unable to seek employment, based on ability, I will do community-based services (minimum of 35 hours per week).
4. I will follow all house rules, and regulations.
5. I understand that 5SL is an 84-day program with a recommended commitment from the resident and supervising office for 90 days in a reputable ³/₄ way house.
6. I understand I will be required to perform 60 hours of approved community service during my 84 day stay. It will be determined on an individual basis the hours required before seeking employment (after a minimum of 15 hours). In addition, after completing my 60 hours of Community Service, I will be required to perform a minimum of two hours of approved Community Service per week during the remainder of my residency.

Move in Date: ____/____/____

Member Signature

Administrator / Manager Signature

50th St. Landing Intake Questionnaire

Resident Name: _____ 5SL Move-In Date: ____/____/____

Supervising Agency: _____ Expected discharge from 5SL : ____/____/____

Highest Education Completed _____ SS # _____

Supervising Agent (PO, Parole) _____

PO phone number: ____ - ____ - ____ Release Date from Supervision: ____/____/____

Billing Agency (Circle One) : Parole/Direct Bill Federal Probation / Transitional Living

Inmate #: _____

Current Residence: _____
(required - last legal address)

Initials required upon completion of reading of 5SL Rules, Intake Policy Review, and Signing of Membership Agreement:

Staff Initials: _____

Resident Initials: _____

Intake Interview Questions:

Staff Initials: _____

DOB: ____/____/____ Charges: _____

Sobriety Date: ____/____/____ Drug of Choice: _____

Sponsor Name, Phone Number: _____

MD Name, Phone Number: _____

Counselor Name, Phone Number: _____

Health Insurance: _____

Physical/Mental Handicaps, Allergies: _____

SNAP Status: _____ Cell/Electronics: _____

Familiarity with Bus: _____ ID Status (picture id and SS card): _____

Clothing Needs (need a pair of gloves, work pants, work shirt, boots, underwear, and appropriate attire for meetings, etc...): _____

Visitors (must be approved by the supervising agent. It is the resident's responsibility to submit list)

Name	Relationship	Phone Number
_____	_____	_____
_____	_____	_____
_____	_____	_____

50th St. Landing

Transitional Living Financial Information

Resident Name: _____

Employment Status (circle one):

- Full Time**
- Part time**
- Seeking**
- Unemployed**
- Disabled**

Hours working per week (if applicable): _____

Total amount in savings or checking account: \$ _____

Money Owed:

- Child Support** \$ _____
- Medical** \$ _____
- Fines / Fees** \$ _____
- Restitution** \$ _____
- Probation Fees** \$ _____
- Garnishments** \$ _____
- Past Due Bills** \$ _____
- Other:** _____ \$ _____

50th St. Landing Resident EBT Application Information

It is important that Residents of 5SL answer EBT questions appropriately. The staff of 5SL has prepared this document to facilitate the process of applying for EBT Benefits.

All residents will apply for EBT Benefits within the first 24 hours of acceptance and initial entry as a resident of 5SL.

5SL is **NOT** a treatment facility. 5SL is a Transitional Living Facility with Programming focusing on life skills and sustainable employment.

As a resident of 50th St. Landing you are considered homeless.

Residents of 50th St. Landing will pay for groceries.

As a Resident of 50th St. Landing you do prepare your own meals.

Part of 50th St. Landing's programming is teaching residents how to prepare economical healthy meals.

50th St. Landing's residents do live independently in their own housing unit with a roommate. Resident housing units are considered studio apartments.

Resident Signature: _____

Date: ____/____/____

Staff Initials: _____

50th St. Landing

Resident Responsibilities and Advancement through Phases Requirements

Residents will be assessed/evaluated within their first week and assigned a level (see below). Collaborating information may be obtained from Supervising Officers, family members, and former employers. The Level determines how many hours a resident must perform Community Service before being released to seek employment.

One of four levels will be assigned to each new resident. These levels can change at any time based on a resident's performance. New residents may assume they are Level 1 upon arrival at 5SL.

- **Level 1:** 60 hours of verifiable and approved Community Service before being released to seek employment.
- **Level 2:** 45 hours of verifiable and approved Community Service before being released to seek employment.
- **Level 3:** 30 hours of verifiable and approved Community Service before being released to seek employment.
- **Level 4:** 15 hours of verifiable and approved Community Service before being released to seek employment.

There are three phases of progress at 5SL:

Phase 1: Community Service and Accomplishing Basic Goals.

- Complete Level Hours of Community Service
- Apply for Medicare/Medicaid and EBT Card through Nebraska Department of Health and Human Services.
- Complete a Wellness Check through Primary Care Provider or Charles Drew.
- Complete orientation at Metropolitan Community College 180 Degree Reentry Assistance Program.
- Demonstrate understand of the Metro Area Transit Bus System with a senior resident of 5SL
- Adhere to all Rules and Policies of 5SL.

Phase 2: Seeking Appropriate Employment and Acquiring a Sponsor.

- Begin job seeking with appropriate appointments at Metro 180-degree RAP, Project Reset, Fresh Start, or other appropriate agencies. Any employment offer must be approved by the Supervising

Officer and the Executive or Program Director, and must adhere to all employment policies listed in 5SL's Resident Rules and Policies.

- Acquire a solid 12-Step sponsor. The sponsor must work The 12 Steps and will be vetted and approved by 5SL staff.
- Adhere to all Rules and Policies of 5SL.

Phase 3: Active Employment and Compliance with Sponsor's Directions.

- Demonstrate the ability to maintain employment.
- Demonstrate active participation and compliance with sponsor's requests (working the steps).
- Completion of a minimum of 60 hours of Community Service.
- Adhere to all Rules and Policies of 5SL.

Please note, if a resident shows an active willingness to participate in 5SL programming, 5SL may increase a resident's Level. This also means, if a resident is not actively pursuing and accomplishing his goals, he may see his level decreased. Only the Executive Director or Program Director can make this adjustment.

Community Service is a requirement of the 5SL Program. When a resident reaches his employment goals, he must continue to perform Community Service. There is no maximum number of hours for Community Service. Failure to participate in Community Service opportunities will result in consequences..

50th St. Landing Affordable Health Care

(This form applies if you are not eligible for Medicare/Medicaid)

Note: Check with your supervising officer to determine your eligibility (due to requirements for programming, your supervising may want you to wait on health insurance)

If your supervising office determines you are eligible, you must fill out an application and contact Anchor Insurance to apply for Affordable Health Care.

Call to complete application:

Phone: 402-218-2766

Have the staff forward an application to your email.

If you are not working, estimate your income at \$11 per hour.

If you are working and make less than \$14.50 per hour, your coverage will have no out-of-pocket premium.

If your employer offers insurance, you are not eligible for Affordable Health Care. However, you may be able to opt out, and acquire a lower cost plan.

50th St. Landing

Medical Triage

Name: _____

Age: _____ Height: _____ Weight: _____

Pulse: _____ BP: _____ Temp: _____

Allergies: _____

Disabilities: _____

Medical Diagnosis: _____

STD's: _____

Vaccines ___ COVID (recommended) ___ Hepatitis

Observed UA: ___ Positive ___ Negative ___ Staff Init

Notes on UA: _____

Additional Info: _____

**50th St. Landing
Schedule Change Request Form**

Date: _____ Name: _____

_____ Change of Schedule

_____ Appointment

Request _____

Approved _____ Yes _____ No _____ By: _____

**50th St. Landing
Schedule Change Request Form**

Date: _____ Name: _____

_____ Change of Schedule

_____ Appointment Request

_____ Wants and needs

Approved _____ Yes _____ No _____ By: _____

Weekly Schedule

Name _____

From: _____

To: _____

Time	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
6:00 AM							
7:00 AM							
8:00 AM							
9:00 AM							
10:00 AM							
11:00 AM							
12:00 PM							
1:00 PM							
2:00 PM							
3:00 PM							
4:00 PM							
5:00 PM							
6:00 PM							
7:00 PM							
8:00 PM							
9:00 PM							
10:00 PM							

Thinking Error Worksheet

Name: _____

Date: _____

Be prepared to read this aloud in Court if asked to do so.

1. What *happened*? Explain in detail the situation below:

2. List your thinking errors below (what did you tell yourself to make your behavior okay)?

3. How did these thinking errors *cause* the situation?

4. What can you do to *correct* these thinking errors in the future?

5. How would this situation have been *different*, if you did not act on those thinking errors?

Twelve Common "Thinking Errors"

1. **Making Excuses or Justifying**
 - a. Definition: Instead of taking responsibility for our behavior, we make an excuse and pretend it was not our fault.
 - b. Examples: "I couldn't help it, I didn't have enough time, I was in a hurry, etc."
2. **Blaming**
 - a. Definition: We avoid taking responsibility by finger pointing or putting the responsibility on someone else or something else. Used to avoid getting into trouble or avoid embarrassment.
 - b. Examples: "It wasn't my fault. He/she/they did it. The dog ate my homework, etc."
3. **Lying**
 - a. Definition: There are three types of lying. (1) Saying something that is not true, being dishonest, (2) Leaving out information, lying by omission, and (3) Pretending to agree with someone when we really do not. We typically lie because to avoid consequences, to get something we want, or to make us sound more interesting.
 - b. Examples: "I didn't do it, I drank (but did not admit to using cocaine as well), I really want to go to treatment (when we don't), etc."
4. **Magnification or Minimization**
 - a. Definition: We exaggerate the situation or we make it sound less than it really was.
 - b. Examples of Magnification: "They think I'm using, I might as well use, etc."
 - c. Examples of Minimization: "I was only joking around; it was just one time; it wasn't that bad."
5. **Victim Stance**
 - a. Definition: We play the role of the victim. Things that happen to us are not our fault. We do this to get people to feel sorry for us, instead of holding us accountable.
 - b. Examples: "I used because of my past trauma and abuse or current hardships or grief. They never trust me. Everyone always blames me for things, etc."
6. **Assuming or Jumping to Conclusions**
 - a. Definition: We act as if we know what is going on, but do not take the time to listen and check the facts before responding.
 - b. Examples: "I knew you would say "no" so I went anyway; I knew you would get mad so I didn't tell you, etc."
7. **Extreme Thinking or All or None Thinking**
 - a. Definition: Everything is either one extreme or the other. It is black or white, no gray.
 - b. Examples: "Everybody breaks the law now and then" and "I will *never* get caught."
8. **Personalization**
 - a. Definition: Believing that everything that happens around us is always about us.
 - b. Examples: "I didn't get the raise at work because they don't like me. She didn't answer the phone because she doesn't want to talk to me."
9. **Closed Thinking**
 - a. Definition: Not being willing to listen to or trust new information. We are not open to different opinions or ideas. We automatically reject what we do not think is true or we do not want to believe is true.
 - b. Examples: "I know how to do it, I don't need your advice; Marijuana is a natural growing plant so it can't be bad for you, etc."
10. **Emotional Reasoning**
 - a. Definition: We assume our feelings are facts.
 - b. Examples: "I feel rejected because she didn't call me, she must not want to be friends; I feel so bad about my past mistakes, I must be a rotten person who can never change, etc."
11. **Entitlement**
 - a. Definition: The belief that our importance, superiority, or uniqueness should result in getting special treatment. We label our wants as needs. If we want something, we believe we should get it.
 - b. Examples: "I need you to do this for me; I deserve this rule to be changed for me."
12. **Rules Don't Apply to Me**
 - a. Definition: The belief that even though we know it is against the rules; we do it anyway because we believe we will be able to get away with it.
 - b. Example: "I can speed because I know I won't get caught."