

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

BAFO – Best and Final Offer

BOP: Board of Parole

COI – Certificate of Insurance

DAS – Department of Administrative Services

F.O.B. – Free on Board

LADC: Licensed Alcohol and Drug Counselor.

LCSW: Licensed Clinical Social Worker

LIMHP: Licensed Independent Mental Health Practitioner

LMHP: Licensed Mental Health Practitioner

NBOP: Nebraska Board of Parole

RFQ – Request for Qualification

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

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

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

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

Telephone: 402-479-5718

E-Mail: DSC.Purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. **SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release RFQ	3/7/2022
2.	Last day to submit written questions via ShareFile: 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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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 Contactor, person, or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, 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:
DB			

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:
DB			

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:
DB			

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

E. DISCOUNTS

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

F. PRICES

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

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

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

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

G. COST CLARIFICATION

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

H. PERMITS, REGULATIONS, LAWS

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

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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

Q. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

R. DISASTER RECOVERY/BACK UP PLAN

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

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:
DB			

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:	Tree's Transitional House LLC
Contractor Address:	14457 Patrick Ave Omaha, NE 68116
Contact Person & Title:	Darnesha Brown, Executive Director
E-mail Address:	Treestransitionalhouse@gmail.com
Telephone Number (Office):	402-282-0557
Telephone Number (Cellular):	402-880-8229
Fax Number:	N/A

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:	Tree's Transitional House LLC
Contractor Address:	14457 Patrick Ave Omaha, NE 68116
Contact Person & Title:	Darnesha Brown, Executive Director
E-mail Address:	Treestransitionalhouse@gmail.com
Telephone Number (Office):	402-282-0557
Telephone Number (Cellular):	402-880-8229
Fax Number:	N/A

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.

DB 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:	Tree’s Transitional House LLC
COMPLETE ADDRESS:	14457 Patrick Ave Omaha, NE 68116
TELEPHONE NUMBER:	402-282-0557
FAX NUMBER:	N/A
DATE:	03/10/2023
SIGNATURE:	<i>Darnesha Brown</i>
TYPED NAME & TITLE OF SIGNER:	Darnesha Brown, Executive Director

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

Bidder Name: Tree's Transitional House LLC

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

Location availability											
1.1	Indicate which areas where transitional living will be available:										
<p>Response:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508 </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803 </td> <td style="vertical-align: top;"> <input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901 </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845 </td> <td style="vertical-align: top;"> <input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702 </td> </tr> <tr> <td style="vertical-align: top;"> <input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101 </td> <td style="vertical-align: top;"> <input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361 </td> </tr> <tr> <td colspan="2" style="vertical-align: top;"> <input type="checkbox"/> OTHER (Provide location): </td> </tr> </table>		<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508	<input type="checkbox"/> Near Grand Island Regional Office 1811 West 2nd Street, Suite 225 Grand Island, NE 68803	<input type="checkbox"/> Near Hastings Regional Office 2727 West 2nd Street, Suite 224 Hastings, NE 68901	<input type="checkbox"/> Near Kearney Regional Office 4009 6th Avenue, Suite 22 Kearney, NE 68845	<input type="checkbox"/> Near Norfolk Regional Office 1700 North Victory Lane Norfolk, NE 68702	<input type="checkbox"/> Near North Platte Regional Office 200 South Silber Avenue North Platte, NE 69101	<input type="checkbox"/> Near Scottsbluff Regional Office 505-A Broadway, Suite 900 Scottsbluff, NE 69361	<input type="checkbox"/> OTHER (Provide location):	
<input checked="" type="checkbox"/> Near Omaha Regional Office 1313 Farnam Street Omaha, NE 68102	<input type="checkbox"/> Near Lincoln Regional Office 421 South 9th Street, Suite 220 Lincoln, NE 68508										
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<input type="checkbox"/> Near 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).										
<p>Response: House 1- 4502 Jaynes Street Omaha, NE 68104</p> <p style="padding-left: 40px;">House 2- 6317 N 36th Street Omaha, NE 68111</p>											
General											

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

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.
<p>Response: Tree's Transitional House will have a staff member on duty 24 hours a day/7 days a week .All participants are assigned a daily chore to maintain cleanliness along with the task of keeping their own area clean. All staff are required to report any building code deficiencies to the director immediately to be address as soon as possible.</p>	

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>
<p>Response: Tree's Transitional House will provide 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>	

2.3	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
<p>Response: House 1- 4502 Jaynes 8 beds available</p> <p style="text-align: center;">House 2- 6317 N 36th Street 8 beds available</p>	

Programs

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

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 not 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>
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Response: Trees Transitional House director will develop a Case Plan within the first ten days. The Staff will use the participants parole plan and the participants input to come up with a successful case plan. It will outline goals to help target long term achievements, as well as objectives, to help the participants realistically achieve their goals. The services offered are as follows: Educational classes through Do Space and Heartland Workforce Development, Life skills training, resume writing, and money management classes will be available to participants. Other types of programs may be available based on available staff or volunteers.

3.2	
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: Trees Transitional House does not have any licensed mental health professionals on staff.</p>	

Site Enhancements	
4.1	<p>Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.</p>
<p>Response: Tree's Transitional house is in the process of updating each site with new paint, new flooring, new furniture and appliances. We will continue to evaluate and make improvements as needed to provide participants with quality living.</p>	

Yolanda Reynolds

2447 Crown Point Ave

Omaha, NE 68111

(402) 707-9897

yyreynolds@gmail.com

EXPERIENCE

VA Nebraska-Western Iowa Health Care System, Omaha, NE- Advanced Medical Support Assistant

March 2021- Present

Fulfilled schedule requests and coordinate patient appointments quickly and accurately, utilizing best practice strategies and techniques

Provided detailed information about available services, procedures and requirements.

Established rapport with callers to build loyalty and support retention goals.

Received and routed business correspondence to correct department or staff member.

Greeted incoming customers in a professional manner and provided friendly, knowledgeable assistance.

Performed clerical duties, such as word processing, data entry, answering phones and filing.

Methodist Physicians Clinic (MPC) Heart Consultants, Omaha, NE —
Cardiology/Pulmonology Surgery Coordinator

May 2013 – October 2020

Fulfilled schedule requests and coordinate patient appointments quickly and accurately, utilizing best practice strategies and techniques

Maintained accurate records of patient care, condition, progress and concerns.

Collaborate with 15 Cardiologists, 8 Pulmonologists, and Diagnostic Staff

Documented calls and appointments using [Cerner].

Provided detailed information about available services, procedures and requirements.

Established rapport with callers to build loyalty and support retention goals.

Received and routed business correspondence to correct department or staff member.

Greeted incoming customers in a professional manner and provided friendly, knowledgeable assistance.

Performed clerical duties, such as word processing, data entry, answering phones and filing.

Air Methods Communications, Omaha, NE — Helicopter Dispatcher/ Communications Specialist

05/2011 - 06/2012

Responsible for serving as a communications coordinator between all customers of Air Methods Communications (AirCom), including aircraft flight crews, pre-hospital health care providers and other qualified callers.

Gathered and verified all required customer information for tracking purposes.

Defused volatile customer situations calmly and courteously. Referred unresolved customer grievances to designated departments for further investigation.

Improved call center functionality and service capacity by resolving customer complaints efficiently and quickly.

Met or exceeded service and quality standards every review period.

Celebrity Staffing, Omaha, NE — Administrative Assistant

09/2006- 03/2011

Answered telephone inquiries from clients, vendors and the public.

Provided clerical support to company employees, including copying, faxing and file management.

Wrote professional memorandum, letters and marketing copy.

Prepared packages for shipment, pickup or courier delivery to customers.

Planned and coordinated logistics and materials for board meetings, committee meetings and staff events.

Managed office supplies, vendors, organization and upkeep.

EDUCATION

Creighton University, Omaha, NE — MA in Public Health 2022

Creighton University, Omaha, NE — BA Healthy Lifestyle Management: Health Management 2018

Metropolitan Community College, Omaha, NE — A.S. Professional Health Studies

2015

CORE QUALIFICATIONS

10 years' experience, in Healthcare Customer Service, Scheduling, and Patient Access

Ability to Analyze, Synthesize & Interpret Information

Demonstrates analytical, organizational and leadership skills

Demonstrates knowledge in hospital system applications

Ability to work in a strong collaborative partnership with clinic operations

SKILLS

Knowledge of Medical Terminology

Patient Focused

Excellent Communication Skills

Strong Interpersonal Skills

Innovative Strategies & Problem Solving

Promote Leadership Best Practices

Goal-Oriented with Ability to Drive High- Performance

Intermediate with Microsoft Office Suite, including Word, Excel, and PowerPoint and Outlook

PROJECTS

Serve as an Ambassador for 5 years. Creating staff and patients' safety by Leading Decontamination Unit Drills for Methodist

Serve as a Sustainability Ambassador

Serve as MPC Leadership Member

President Graduate Student body-Creighton University 01/2020-01/2021

President Employee Association- VA 05/2022-Present

Darnesha Brown

I am a disciplined, goal orientated, initiative-taker who is highly competitive in today's work force. I possess excellent communication and organizational skills that enable me to collaborate with people of diverse backgrounds. I can multitask when given oral or written assignments. I am proficient in Microsoft Word, Excel, Power Point and Windows.

Work Experience

Salvation Army

Program Coordinator

04/2022 – 03/2023

- Assist with interviewing training and managing volunteers at onsite events
- manage and implement food drives, mobile pantries, and other events
- Interview, determine and manage client needs for emergency services while providing a 24-hour turnaround
- Attend various community meetings to build relationships with outside agencies and develop referral sources
- process various reports meeting preset deadlines and ensure seasonal events fliers are current and accurate for distribution to the public and outside agencies

Time2Learn

Child Care Owner

04/2019 – current

- Perform human resource functions to interview, hire, and train employees
- Create policy and procedure manual, service contracts and billing statements
- Process tax documents for parents and employees
- Kept record of attendance, confidential files, medication administration, meals and daily activities
- Send weekly and monthly billing statements and collected payments from parents and government agencies such as DHHS and the Nebraska food program

Blue Cross Blue Shield of Nebraska, Omaha, NE

Enrollment Services Liaison & Analyst

02/2018 – 03/2019

- Monitored enrollment processes within the organization that could affect or impact members and the department progress
- Developed training communications for identified opportunities
- Updated and created new policy and procedure documents for the Enrollment Department

Large Group Account Relationship Management

01/2021 – 02/2018

- Worked independently to manage and resolve escalated problems with clients and communicate the resolution directly to the client and/or broker
- Responsible for implementing/ and renewing client master group benefits internally from beginning to final set up
- Worked in collaboration with internal teams to share and identify best practices
- Proactively reached out to groups and brokers to educate and share the value of Blue Cross policies
- Integrated strategy utilizing groups business plan to understand trends, pain points to best improve company processes

Group and Broker Services Consultant

02/2007 – 01/2014

- Assisted groups and brokers with high-level requests regarding benefits, employee enrollments, billings and claims inquiries via email, phone, and fax
- Served as a subject matter expert for the escalation desk resolving complex issues from customer, brokers, and groups
- Served as a meeting liaison during new business meetings

14457 Patrick Ave
Omaha, NE 68116
(402) 880-8229
lbelldr@gmail.com

EDUCATION

- Metro Community College, Omaha, NE Completed 27 credits towards AAS Accounting
- High School, Omaha North High School, Diploma 1998

SKILLS

Conflict resolution
Problem solving
Communication
Human resources
Records Management

Program Development
Trauma Informed Care
De-escalation certified
Staff Oversight
Multitask

Microsoft Office
Time management
Organizational skills
Forklift

14457 Patrick Ave
Omaha, NE 68116
(402) 880-8229
lbelldr@gmail.com

Personal and Professional References

Dr Minnie Dacus
5926 n 108th Ave Circle
Omaha, NE 68164
402-496-1181
402-618-6182

Tiffanie McCowin
10621 Craig Street
Omaha, NE 68122
402-871-8142

Ieshia Chambers
7759 Bondesson Street
Omaha, NE 68122
402-320-3462

Tammy Freeman

Total additional contributions agreed to be made by all members and the times at which, or events upon the happening of which such contributions shall be made:

None

Members shall or shall not have the right to admit additional members (check)

If additional members are allowed the terms and conditions of admission:

The company will be managed by managers or members (check one). List the name and address of the managers or, if the management is reserved to the members, the name and address of the members:

Name	Address
Darnesha R. Brown	14457 Patrick Avenue
Omaha, Nebraska 68116	
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Attach additional pages if needed for additional managers or members. If the LLC has more than one class of membership please attach additional pages with the name or description of each class of membership and the names and addresses of the members in each class.

Any other provisions, not inconsistent with law, which the members elect to set out in the certificate of organization for the limited liability company:

None

Five horizontal lines for additional provisions.

Only one signature is required, additional persons may sign:

Darnesha Brown
Signature

Darnesha R. Brown
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

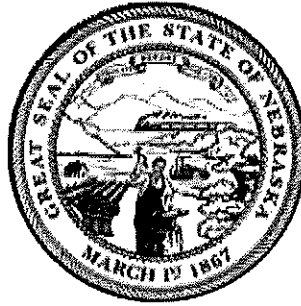
Printed Name

Signature


Printed Name

FILING FEE: \$100.00 plus \$5.00 per page and \$10.00 for certificate of organization

Nebraska Secretary of State



Receipt of Filing Information

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Filing 1 - Certificate of Organization

Order Id: 42775990

Date Submitted: 2019/08/27 11:10:30

Filing Information

Name of Entity:

DARNESHA BROWN LLC

Designated Office Address:

14457 PATRICK AVE

OMAHA, NE 68116

Date Effective:

Effective When Filed

Document:

[view document](#)

Registered Agent

Registered Agent:

DARNESHA R BROWN

14457 PATRICK AVE

OMAHA, NE 68116

Filing Fees

Certificate of Organization
\$100.00
Per page recording fee: 3 pages
\$15.00
Statutory Fee:
\$115.00
Cost to file through Nebraska.gov:
\$118.45

Total Filing Costs: \$118.45

Date of this notice: 08-28-2019

Employer Identification Number:
84-2872503

Form: SS-4

Number of this notice: CP 575 G

DARNESHA BROWN LLC
DARNESHA R BROWN SOLE MBR
14457 PATRICK AVE
OMAHA, NE 68116

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 84-2872503. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear off stub and return it to us.

A limited liability company (LLC) may file Form 8832, *Entity Classification Election*, and elect to be classified as an association taxable as a corporation. If the LLC is eligible to be treated as a corporation that meets certain tests and it will be electing S corporation status, it must timely file Form 2553, *Election by a Small Business Corporation*. The LLC will be treated as a corporation as of the effective date of the S corporation election and does not need to file Form 8832.

To obtain tax forms and publications, including those referenced in this notice, visit our Web site at www.irs.gov. If you do not have access to the Internet, call 1-800-829-3676 (TTY/TDD 1-800-829-4059) or visit your local IRS office.

IMPORTANT REMINDERS:

- * Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.
- * Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.
- * Refer to this EIN on your tax-related correspondence and documents.

If you have questions about your EIN, you can call us at the phone number or write to us at the address shown at the top of this notice. If you write, please tear off the stub at the bottom of this notice and send it along with your letter. If you do not need to write us, do not complete and return the stub.

Your name control associated with this EIN is DARN. You will need to provide this information, along with your EIN, if you file your returns electronically.

Thank you for your cooperation.

NEBPAY

NEBRASKA ONLINE PAYMENTS

[Cost Avoidance Calculator](#)

[Frequent Questions](#)



CERTIFIED
ENTERPRISE

Verify Information and Submit Payment

Please review the information below.

If there are changes you need to make, select the "Make Changes" button to edit the information.

After verifying all the information is correct, select the "I Agree" button to proceed.

Contact Information

Name: Darnesha R Brown

Address: 14457 Patrick Ave

City: Omaha

State/Province: Nebraska

Zip Code: 68116

Country: United States

Phone Number: 402-880-8229

Email Address: 1belldr@gmail.com

[Make changes](#)

Account Information

Card Type: Visa Card

Card Number: *****2707

Expiration Date: 09/2020

[Make changes](#)

Nebraska.gov Order Total (includes the payment(s) that will be remitted to the agency)

Description: Certificate of Organization

Id:

Quantity: 1

Description: Per page recording fee: 3 pages

Id:

Quantity: 1

Nebraska.gov Total

\$ 118.45

Agreement to Pay

I understand that the above amount will be charged to my credit card, and that my credit card billing statement will show this amount as paid to "SOS eDoc Filing".

Please be patient once you have hit the "*I Agree / Submit Payment*" button, it may take up to 30 seconds before your order is completed. Upon completion you will be returned to the "SOS Electronic Document Delivery".

[I Agree / Submit Payment](#)

[I Disagree / Cancel Order](#)

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Security, Accessibility, and Privacy Policies

**LIMITED LIABILITY COMPANY OPERATING AGREEMENT
OF
DARNESHA BROWN LLC**

**A LIMITED LIABILITY COMPANY
THIS LIMITED LIABILITY COMPANY OPERATING AGREEMENT of
DARNESHA BROWN LLC,**

a Nebraska Limited Liability Company (“the Company”), is entered into and shall be effective as of _____, 20__, by and among the Company and each of the Members of the Company executing this Limited Liability Company Operating Agreement (“Agreement”).

For and in consideration of the mutual convenience herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Members executing this Agreement, made pursuant to the Nebraska Uniform Limited Liability Company Law, as amended from time to time (the “Limited Liability Company Law,” “Law” or “Act”) do hereby agree to the terms and conditions of this Agreement. The Members hereby agree that each Member shall be entitled to rely on the provisions of this Agreement, and that no Member shall be liable to the Company or to any other Member or Members for any action or refusal to act taken in good faith reliance on the terms of this Agreement. The Members and the Company do hereby agree that the duties and obligations imposed on the Members of the Company as set forth in this Agreement, which is intended to govern the relationship among the Company and the Members, notwithstanding any provision of any common, federal or state law or regulation to the contrary. Each Member agrees to be bound by all the terms and conditions of this Agreement and the formation certificates or Certificate of Formation. This Operating Agreement shall be subject to the Limited Liability Company Act.

Each Member acknowledges that the interests in the Company have not been registered under the Securities Act of 1933 or the laws of Nebraska governing the sale of securities, or the securities laws of any other state, because the Company is issuing interests in reliance upon the exemption from the registration requirements of such laws providing for non-public offerings. The Company has relied upon representations of the Members that each is acquiring the interest for investment purposes and not resale or distribution to others. Each Member has been furnished all information regarding the interests and warrant and represent that the Member has the experience and sophistication as an investor adequate for evaluation of the merits and risks of investment in the Company.

- K. "Membership Interest" - The share of profits and losses, gains, deductions, credits, cash, assets, and other distributions (liquidations and otherwise) and allocations of a Member or, in the case of an Assignee, the rights of the assigning Member.
- L. "Membership Rights" - The rights of a Member which are comprised of a Member's (1) Membership Interest, and may or may not be comprised of a Member's right to (2) vote and (3) participate in the management of the Company, if so specified herein.
- M. "Notice" - Notice shall be in writing as set forth herein.
- N. "Person" - An individual, business entity, business trust, estate, trust, association, joint venture, government, governmental subdivision or agency or any other legal or commercial entity.
- O. "Resignation" - The decision or determination of a Member to no longer continue as a Member.
- P. "Retirement" - The withdrawal of a Member or Manager from the Company upon such times and events as are provided in this Agreement which will permit withdrawal of a Member without violating or breaching the terms of this Agreement.
- Q. "Substitute Member" - An Assignee or other person who has admitted to all of the rights of membership pursuant to this Agreement.

ARTICLE II

Organization of the Company

SECTION 2.1. BUSINESS OF THE COMPANY.

The Company may engage in any lawful business for which limited liability companies may be organized in the State of Nebraska, or the laws of any jurisdiction in which the Company may do business. The Company shall have the authority and power to do all things necessary or convenient to accomplish its purpose and operate the business as described herein. The terms of this Agreement and the laws of the State of Nebraska shall govern the operation of this Company.

SECTION 2.2. COMPANY NAME.

The Company name shall be as set forth above. The Members shall be Members in the Company and shall continue to do business under the name, as permitted by law, until the name of the Company or the Company shall terminate.

SECTION 2.3. PRINCIPAL OFFICE.

The principal office of the Company shall be located in the State of Nebraska at _____, or such other place or places as the Members or Managers, as the case may be, may determine from time to time. The Managers will give notice to the Members promptly after any change in the location of the principal office of the Company.

SECTION 2.4. REGISTERED AGENT FOR SERVICE OF PROCESS.

There must be at least one registered agent for the service of process for the Company and the registered office shall be that Person and location set forth in the Certificate of Organization or Certificate(s) as filed in the office of the Secretary of State. The Members or Managers, may, from time to time, change the registered agent or office through appropriate Certificate filings with the

SECTION 3.4. MEETINGS OF MEMBERS.

All meetings of the Members shall be held at such place within or without the State of Nebraska as shall be designated from time to time by the Members or Managers and stated in the notice of the meeting.

SECTION 3.5. ANNUAL MEETING.

The annual meeting of the Members shall be held on the first Monday in the month of March in each year beginning with the year in which the Company was organized, at the hour of 11 o'clock in the A.M., for the purpose of electing Manager and, if necessary, Officers, and for the transaction of other business as may come before the meeting. If the day fixed for such meeting is a legal holiday in the State of Nebraska, such meeting shall be held on the next succeeding business day. If such election shall not be held on the day designated herein for any annual meeting, or at any adjournment thereof, the Members shall cause the election to be held at a special meeting of Members as soon thereafter as such meeting may be conveniently.

SECTION 3.6. SPECIAL MEETING.

A special meeting to conduct the business of the Company may be called at any time by any Manager of the Company upon at least two (2) days' notice. Upon at least two (2) days' notice, a special meeting may be called by twenty-five (25) percent of the Members of the Company, or by any Members owning at least twenty-five (25) percent of the Members' Interest in the Company.

SECTION 3.7. NOTICE OF MEETING.

Written or electronic notice stating the date, time and place of the meeting and, in the case of a special meeting, purpose for which the meeting is called, shall be delivered not less than two (2) days prior to the meeting if communicated personally or five (5) days if communicated by mail, nor more than fifty (50) days before the date of the meeting. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail with postage prepaid, addressed to the Member at the address appearing on the records of the Company.

SECTION 3.8. WAIVER OF MEETING

Written waiver of notice of the meeting, signed by the Member entitled to the notice or attendance at the meeting waives any objection to the lack of notice or defective notice, unless attendance at the meeting was solely for the purpose of objecting to the meeting.

SECTION 3.9. QUORUM.

Except as otherwise provided by law, the Certificate of Organization or this Agreement, the holders of a majority of the interests issued, outstanding and entitled to vote thereafter, present in person or represented by proxy, shall constitute a quorum at all meetings of the Members for the transaction of business. If, however, such quorum shall not be present or represented at any meeting of the Members, the Members entitled to vote present in person or represented by proxy, shall have the power to adjourn the meeting, until a quorum shall be present or represented. Such adjourned meeting at which a quorum shall be present or represented, shall constitute the meeting as originally notified.

SECTION 3.15. EXPULSION OF A MEMBER.

A member may be expelled by unanimous vote of the other members according to Law.

ARTICLE IV

Management of the Company

(Note: Under Nebraska law, a Company may be managed by its Members; it is not necessary to elect Managers to manage the Company. If a Company chooses not to elect Managers, then the Certificate of Organization shall so state and this Article should be omitted from the Agreement and all relevant provisions regarding management of the Company should be inserted under Article III, Members.)

SECTION 4.1. MANAGEMENT.

The business and affairs of the Company shall be managed by or under the direction of the Members pursuant to the authority granted by the law of Nebraska. Under LSA-R.S. §12:1311, the business of the limited liability company shall be managed by the Members, subject to any provision in a written operating agreement restricting or enlarging the management rights and duties of any member or group or class of members.

The Members have elected to manage the Company as follows [check the applicable provision below and strike the other provision]:

- A. The management of the Company shall be vested in the Members without any appointed Manager(s). Except as otherwise provided in the Certificate of Organization or this Agreement, the Members have the right and authority to manage the affairs of the Company and to make all decisions with respect thereto. This right and authority includes the right to elect officers who shall manage the Company and have the power to bind the Company in all transactions, subject to contrary provisions or limitations in this Agreement.
- B. The Members hereby delegate the management of the Company to Managers and referred to as appointed "Manager(s)," subject to provisions and limitations contained in the Certificate of Organization or this Agreement. The Managers shall be selected as provided herein.

ARTICLE V

Managers

SECTION 5.1. APPOINTED MANAGERS.

If this Agreement provides for management by appointed Managers, then such persons shall have the right and authority to manage the business and affairs of the Company subject to limitations placed in the Certificate of Organization or by written Agreement. Unless otherwise provided, such persons shall be designated, appointed, elected, removed or replaced by the approval of the majority vote of the Members.

SECTION 5.7. RESIGNATION OF MANAGER.

Any Manager may resign at any time by giving written notice to the Company. The resignation of such manager shall take effect upon the receipt thereof or at such later time as shall be specified in such notice; and, unless otherwise specified therein, the acceptance, of such resignation shall not be necessary to make it effective. When one or more Managers shall resign, effective at a future date, a majority of the Managers then in office, including those who have so resigned, shall have power to fill such vacancy or vacancies, the vote thereon to take effect when such resignation or resignations shall become effective.

SECTION 5.8. REMOVAL OF MANAGER.

Any manager may be removed from office at any time with or without cause by the vote of Members then entitled to vote at an election of Managers.

SECTION 5.9. VACANCY IN MANAGER.

Any vacancy occurring in the Managers may be filled by the affirmative vote of a majority of the remaining Managers entitled to vote though less than a quorum of the Managers. A Manager elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office. Any Manager position to be filled by reason of an increase in the number of Managers may be filled by election by the Managers for a term of office continuing only until the next election of Managers by the Members.

SECTION 5.10. AUTHORITY OF MANAGERS.

All other Managers, if any, shall have such authority and shall perform such duties as may be specified from time to time by the Members.

SECTION 5.11. COMMITTEE OF MANAGERS.

The managers may designate two or more managers to constitute a Committee(s) ("Committee"), any of which shall have such authority in the management of the Company as the Managers shall so designate.

SECTION 5.12. LOANS.

No loans shall be contracted on behalf of the Company and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Managers. Such authority may be general or confined to specific instances.

SECTION 5.13. CONTRACTS.

A. No contract or transaction between the Company and one or more of its Managers, or between the Company and any other Limited Liability Company, partnership, association, or other organization in which one or more of its Managers are Managers, or have a financial interest, shall be void or voidable solely for this reason, or solely because the Manager is present at or participates in the meeting of the Managers, or Committee thereof which authorizes the contract or transaction, or solely because their votes are counted for such purpose, if:

1. the material facts as his/her relationship or interest and as to the contract or transaction are disclosed or are known to the Managers or the Committee, and the Manager or Committee in

SECTION 5.18. DELEGATION OF MANAGER DUTIES.

The Members may from time to time delegate the powers or duties of any Manager of the Company, in the event of his absence or failure to act otherwise, to any other Manager or Member or Person whom they may select.

SECTION 5.19. COMPENSATION OF MANAGER.

The compensation of each manager shall be such as the Members may from time to time determine. The Managers may be paid their expenses, if any, of attendance at each meeting of the Managers and may be paid a fixed sum for attendance at each meeting of the Managers or a stated salary as Manager. No such payment shall preclude any Manager from serving the Company in any other capacity and receiving compensation therefrom. Members of special or standing Committees may be allowed like compensation for attending Committee meetings.

SECTION 5.20. ELIMINATION OF PERSONAL LIABILITY OF MANAGER OR MEMBER.

No Member or Manager shall have any personal liability for monetary damages for breach of any duty provided for in the Law, as set forth in such Law.

**ARTICLE VI
Officers**

SECTION 6.1. OFFICERS AND RELATED PROVISIONS.

In the event the Members elect to manage the Company directly without appointing a manager, the Members shall elect and appoint officers for the Company who shall act in the name of, or under the direction and management of the Members pursuant to this written Agreement. In the event that the Managers manage the Company, the Managers shall elect and appoint officers. The officers of the Company shall include a President, one or more Vice Presidents (the number shall be determined by the Members or Managers), a Secretary and a Treasurer, each of whom shall be elected and appointed by the Members or Managers. Any two or more offices of the Company may be held by the same person.

SECTION 6.2. ELECTION AND TERM OF OFFICE.

The officers of the Company shall be elected by a majority vote of the Members or Managers annually at the first meeting of the Members or as soon thereafter as is convenient, or by the Managers, as the case may be under this Agreement. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or resignation or removal in the manner hereinafter provided. Such appointment to a position as officer of the Company does not, in and of itself, create contract rights on the part of the officer of the Company.

SECTION 6.3. REMOVAL OF OFFICERS.

Any officer or agent appointed by the Members may be removed by the Members whenever, in their judgment, the best interest of the Company would be served thereby, but such removal shall be without affecting the contract rights, if any, of the person or entity so removed. Any officer or agent appointed by Managers may be removed by the Managers.

duties incident to his office, or that are properly required of him by the President or Members or Managers, provided however, that by resolution of authority and responsibility for the signing of check, notes, and other obligations may be assigned to either the President or Treasurer or other such officer or officers as the Members or Managers may designate from time to time.

SECTION 6.9. COMPENSATION.

The salaries of the principal officers shall be fixed from time to time by the Members or Managers. No officer shall be prevented from receiving his salary by reason of the fact that he is also a Member or Manager of the Company.

SECTION 6.10. INDEMNIFICATION OF MEMBERS, MANAGERS AND OFFICERS, AGENTS AND EMPLOYEES

A Member, Manager, or Officer, agent, employee or former Member, Manager, Officer or other person acting on behalf of the Company (the "Indemnified Party") shall have no liability to the Company or to any other Member, Manager, or Officer for his or her good faith reliance on the provision of this Agreement including, without any limitation, provisions that relate to the scope of duties, including the fiduciary duties, of Members, Managers, and Officers. Subject to such standards and restrictions as set forth in the Certificate of Organization and this Agreement, the Company shall indemnify any and all its Members, Managers, Officers, or any persons, or such persons testate or intestate, who may have served at its request, or by its election or by its appointment as a Member, Manager, or Officer, against expenses, including attorney's fees, actually and necessarily incurred by them in connection with the defense or settlement of any action, suit, or proceeding in which they, or any of them, are made parties, or a party, by reason of being or having been Members, Managers, or Officers of the Company, except in relation to matters as to which any such Member, Manager, or Officer, either current or former, or personal shall be adjudged in such action, suit or proceeding to be liable for willful misconduct in the performance of duty and to such matters as shall be settled by agreement predicated on the existence of such liability as set forth therein, and may advance such expenses, all in accord with the law of Nebraska. The indemnification provided hereby shall not be deemed exclusive under any agreement or otherwise, as both to action in his official capacity and as to action in another capacity while holding such office. The Company may purchase and maintain insurance on behalf of any Member, Manager, or Officer against any liability asserted against and incurred by them to the extent the Company would have the power to indemnify them against such liability under the provision of this Agreement and the law of Nebraska. Notwithstanding a written agreement to the contrary, no Member shall be personally liable to the Company or any other Member for damages of any breach of duty in such capacity, provided that such liability shall not be limited if a judgment or other final adjudication adverse to such Member establishes that his acts or omissions were in bad faith or involved intentional misconduct or a knowing violation of law or that he personally gained, in fact, a financial profit or other advantage to which he was not legally entitled or that his acts violated Nebraska law regarding indemnification, or is for any act which is an intentional violation of criminal law.

ARTICLE VIII
Distributions to Members

SECTION 8.1. DISTRIBUTIONS TO MEMBERS.

The Company shall make distributions to the Members of the Company, from time to time, except that no distribution may be made if, after such distribution, the Company would not be able to pay its debts as they become due in the usual course of business, or the Company's assets would be less than the sum of its total liabilities (except liabilities to Members), unless otherwise stated in the Certificate of Formation. For purposes of this Agreement, distributions shall be allocated among the Members in proportion to each Member's Total Capital Contribution on the last day of each calendar month during the year, to the total Capital Contributed by all Members pursuant to this Agreement, without regard to the number of days during such month in which the person was a Member.

SECTION 8.2. DISTRIBUTIONS ON DISPOSITION OF ASSETS.

In addition to the distributions pursuant to Section 8.1 of this Agreement, upon any sale, transfer, or other disposition of any capital asset of the Company (hereinafter referred to a "Disposition"), the proceeds of such Disposition shall first be applied to the payment or repayment of any selling or other expenses incurred in connection with the Disposition and to the payment of any indebtedness secured by the asset subject to the Disposition immediately prior thereto. All proceeds remaining thereafter (the "Net Proceeds") shall be retained by the Company or to be distributed, at such time or times as shall be determined by the Managers, to the Members in proportion to their respective percentages of Membership Interest; provided however that for purposes of Sections 702 and 704 of the Internal Revenue Code of 1986, or the corresponding provisions of any future federal internal revenue law, or any similar tax law of any state or jurisdiction, that each Member's distributive share of all items of income, gain, loss, deduction, credit, or allowance in respect of any such Disposition shall be made and based upon such Member's basis in such capital asset.

SECTION 8.3. DISTRIBUTION TO RESIGNED MEMBER.

Upon resignation of a Member, a resigning Member shall be entitled to receive only the distributions to which he or she is entitled under this Agreement.

SECTION 8.4. DISTRIBUTION IN KIND.

A Member, regardless of the nature of his or her contribution, has no right to demand and receive any distribution from the Company in any form other than cash. However, a Member shall be required and compelled to accept the distribution of any asset in kind from the Company, as determined from time to time by the Managers, in accordance with this Agreement, whether the percentage of the asset distributed to him or her exceeds the percentage of that asset which is equal to that Member's Membership Interest in the Company.

if any, as provided in the Certificate of Organization or this Agreement. Such decision by the majority of remaining Members or Managers (not to include the selling Member or Manager), of the Company will be communicated in writing to the selling Member within thirty (30) days from receipt of this Member's written notice of request to sell. If the Company's decision is to purchase the interest, the purchase price will be paid in cash and the closing will take place within ninety (90) days of the notification to the selling Member or upon such terms as agreed by the Company and selling Member.

(2) If the Company decides not to purchase the offered selling Member's Interest in whole or in part, then the other Members shall have the option of purchasing the offered Member's Interest at the Set Price, if any, on a pro rata basis based upon the remaining Member's Interest in the Company. Should a Member choose not to purchase his proportional share of the offered interest, the other Members shall have the option of purchasing this share on a pro rata basis. After written notice from the selling Member, Members shall have thirty (30) days to provide notice to the selling Member of their intention to purchase. The purchase price will be paid in cash and closing will take place within ninety (90) days of notice to the selling Member or upon such terms as agreed by the Company and selling Member.

(3) If neither (1) or (2) are applicable, the selling Member may sell his Member's Interest in the Company to a non-member. A non-member purchaser of a Member's Company interest cannot exercise any rights or receive any benefits of a Member unless a majority of the other Members consent to his becoming an Additional Member upon such terms as set forth in an Admission Agreement. However, a non-member purchaser of a selling Member's Interest will be entitled to share, to the extent of such selling Member's percentage interest, in any distribution, allocation or profits, losses, deductions, allocation credits or any similar item in the percentage to which the selling Member Interest sold to him would have been entitled. A non-member purchaser, by his purchase, agrees to be subject to all the terms of the Certificate of Organization and this Agreement as if he were a Member, including any calls for capital contribution.

SECTION 10.2. ASSIGNMENT OF MEMBER'S INTEREST.

A Member may assign his Company interest, in whole or in part, only upon the unanimous approval of the Members. Such an assignment entitles the Assignee to share in the profits and losses and to receive distributions to which the assignor was entitled, to the extent of the interest assigned. Such an approved assignment does not dissolve the Company or entitle the Assignee to become a Member or to exercise rights of a Member in the Company until he may be admitted as a Member. A Member who assigns his entire interest ceases to be a Member or to have the power to exercise any rights of a Member once all the Assignees become Additional Members, subject to the other Member's right to remove the assignor Member earlier pursuant to this Agreement. A pledge of, grant of security interest in, lien against, or other encumbrance in or against any or all of a Member's Company interest is not an assignment of this interest and shall neither cause the Member to cease to be a Member nor to cease to have the power to exercise any rights or powers of a Member.

SECTION 10.3. COSTS OF SALE, ASSIGNMENT, ETC. OF MEMBER'S INTEREST.

All costs and expenses incurred by the Company in connection with the transactions set forth in this Section or any similar transaction(s) concerning a Member's Interest, including any costs for disbursement, publishing, counsel fees, shall be paid or assessed against such Member's Interest.

SECTION 12.2. DISSOLUTION.

The Company shall be terminated prior to the date of expiration of the term if a term is set in the Certificate of Formation, according to the law, or if:

- A. Each Member consents in writing that the Company should be terminated and dissolved;
- or
- B. the Company is dissolved pursuant to this Agreement.

SECTION 12.3. TERMINATION.

The Company shall be terminated:

- A. When the Company has less than one member; or
- B. If any Member;
 - 1. Dies, withdraws, resigns, or expelled from the Company, or upon the occurrence of any other event which terminates the continued membership of a Member in the Company;
 - 2. Becomes Bankrupt; or
 - 3. A judgment is entered by a court of competent jurisdiction adjudicating him incompetent to manage his person or his property;
- C. Unless, if there are at least two or more remaining Members, the business of the Company may be continued either (1) with the unanimous written consent of the remaining Members within ninety (90) days after the event causing termination of the Company, so long as such termination is not due to a judicial decree of dissolution, or (2) if under a right of the Company to continue as stated in the Company's Certificate of Organization or this Agreement.

SECTION 12.4. LIQUIDATION AND WINDING UP.

Upon the termination and dissolution of the Company, a Person shall be elected to perform such liquidation by the written consent of the majority of the Members. Such Person shall apply and distribute the proceeds of such liquidation as follows:

- A. If any assets of the Company are to be distributed in kind, such assets shall be distributed on the basis of the fair market value thereof, which shall be determined by an independent appraiser to be selected by the Company's independent public accountants. The amount by which the fair market value of any property to be distributed in kind to the Members exceeds or is less than the basis of such property, shall, to the extent not otherwise recognized by the Company, be taken into account in computing Net Profits or Net Losses (and shall be allocated among the Members in accordance with this Agreement) for purposes of crediting or charging the Capital Accounts of, and liquidating distributions to, the Members.
- B. All distributions upon liquidation of the Company shall first be distributed to creditors, including Members who are creditors, to the extent permitted by law in satisfaction of liabilities of the Company, whether by payment or establishment of reserves; then to each Member, in proportion to the amounts of their respective positive Capital Accounts, as such accounts have been adjusted in accordance with this Agreement to reflect the Net Profit or Net Loss realized or incurred upon the sale of the Company's property or assets; (ii) to reflect all Net Profits or Net Losses with respect to the year of liquidation. No Member shall be liable to repay the negative amount of his Capital Account.

- D. a copy of the Company's Federal, state and local income tax returns for the three most recent fiscal years;
- E. the Company's financial statements for the three most recent fiscal years;
- F. A writing setting forth:
 - i. The amount of cash and/or property along with relevant statements as to the agreed value of the property and/or services contributed or agreed to be contributed by each Member;
 - ii. Any agreed upon time or event causing the Members to make additional contributions to the Company;
 - iii. Any agreed upon events, other than those stated in this Agreement, the happening of which will cause the Company to be dissolved.
- G. Copies of records that would enable a member to determine the relative voting rights, if any, of the Members; and
- H. Such other information as may be specified in this Agreement, an Admission Agreement or otherwise agreed by all the Members or Managers from time to time.

ARTICLE XIV

Miscellaneous

SECTION 14.1. NOTICES.

Any notice or other communication under this Agreement shall be in writing and shall be considered given when mailed by registered or certified mail, return receipt requested, to the parties at the following addresses (or at such other address as a party shall have previously specified by notice to the others as the address to which notice shall be given to him):

- A. If to the Company, to it or in care of any one or all of the Managers at the address of the Company.
- B. If to any one or all of the Managers, to them at the address of the Company.
- C. If to any Member, to him at his address set forth on the books and records of the Company.

SECTION 14.2. WAIVER OF NOTICE.

Whenever any notice is required to be given under the provisions of the Law, the Certificate of Organization or this Agreement, a waiver thereof in writing, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

SECTION 14.3. COMPLETE AGREEMENT.

This Agreement and exhibits attached hereto and thereto set forth all (and are intended by all parties hereto to be an integration of all) of the promises, agreements, conditions, understandings, warranties and representations among the parties hereto with respect to the Company, and there are no promises, agreements, conditions, understandings, warranties, or representations, oral or written, express or implied, among them other than as set forth herein of all of the arrangements among the parties with respect to the Company and cannot be changed or terminated orally or in any manner other than by a

SECTION 14.11. EXECUTION.

This Agreement may be executed in any number of counterparts, each of which shall be an original but all of which shall be deemed to constitute a single document.

IN WITNESS WHEREOF, the parties hereto, have executed this Agreement effective as of the day and year first above written as Members.

.....
.....
.....
.....



March 10th, 2023

Darnesha Brown
14457 Patrick Ave
Omaha NE, 68116

To Whom this May Concern,

This letter is to confirm that Darnesha Brown has had an account with Metro Credit Union since 08/07/2006. The account ending in 2610 is currently positive and in good standing.

If you have any questions or concerns about this, please contact me at 402-551-3052.

Sincerely,

A handwritten signature in black ink that reads 'Crystal Trapp' in a cursive, flowing script.

CrystalTrapp
Financial Service Representative

Metro Credit Union
14517 F Street, Suite 211
Omaha, NE 68137



City of Omaha
Jean Stothert, Mayor

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1003
Omaha, Nebraska 68183
(402) 444-5371
Telefax (402) 546-0714

David K. Fanslau
Director

March 8, 2023

Darnesha Brown
PO Box 4744
Omaha NE 68104

RE: 6317 North 36 Street (PIN 0604690001) legally described as *BELVEDERE ADD LOT 6 BLOCK 3 N 46.37 S 100.37 FT N 1/2 46.37 X 122*

Dear Ms. Brown,

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

The property is zoned R4(35)-Single Family Residential District (High Density). All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on the City Planning website at <https://planning.cityofomaha.org/>; click on the link for Municipal Code.

Adjacent properties are zoned as follows:

Direction:	Zoning:
North	R4(35)-Single Family Residential District (High Density)
South	R4(35)-Single Family Residential District (High Density)
East	R4(35)-Single Family Residential District (High Density)
West	R4(35)-Single Family Residential District (High Density)

There are no known building or code violations open on the property. No special or conditional use permits have been approved on the property. Use types allowed in the R4 district can be found in zoning code Sections 55-183 through 55-185 (attached electronically).

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 Planning website, and a link to the request form can be found at this webpage: <https://urbanplanning.cityofomaha.org/procedures-and-applications>.

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 questions, please contact me at 402-444-5150 x 2057.

Sincerely,
OMAHA CITY PLANNING DEPARTMENT


Michael R. Carter
Current Planning Manager



City of Omaha
Jean Stothert, Mayor

Planning Department

Omaha/Douglas Civic Center
1819 Farnam Street, Suite 1003
Omaha, Nebraska 68183
(402) 444-5371
Telefax (402) 546-0714

David K. Fanslau
Director

February 23, 2023

Darnesha Brown
PO Box 4744
Omaha NE 68104

RE: 4502 Jaynes St (PIN 1730690000) legally described as *MEADOWBROOK HOMES LOT 57 BLOCK 0 W 10.5 FT LT 56 & E 45.4 FT*

Ms. Brown,

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

The property is zoned R4(35)-Single Family Residential District (High Density). All applicable zoning regulations can be found under Chapter 55 of the Omaha Municipal Code. A link to Chapter 55 can be found on the City Planning website at <https://planning.cityofomaha.org/>; click on the link for Municipal Code.

Adjacent properties are zoned as follows:

Direction:	Zoning:
North	R4(35)-Single Family Residential District (High Density)
South	R4(35)-Single Family Residential District (High Density)
East	R4(35)-Single Family Residential District (High Density)
West	R4(35)-Single Family Residential District (High Density)

There are no known building or code violations open on the property. No special or conditional use permits have been approved on the property. Use types allowed in the R4 district can be found in zoning code Sections 55-183 through 55-185 (attached electronically).

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Sincerely,
OMAHA CITY PLANNING DEPARTMENT

Michael R. Carter
Current Planning Manager