

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

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

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

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

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

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

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

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

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

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

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

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

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## GLOSSARY OF TERMS

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

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

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

contract, and/or solicitation specifications.

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

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

**Work Day:** See Business Day.

## ACRONYM LIST

**ARO** – After Receipt of Order

**BAFO** – Best and Final Offer

**BOP:** Board of Parole

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**F.O.B.** – Free on Board

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

**LCSW:** Licensed Clinical Social Worker

**LIMHP:** Licensed Independent Mental Health Practitioner

**LMHP:** Licensed Mental Health Practitioner

**NBOP:** Nebraska Board of Parole

**RFQ** – Request for Qualification

**SPB** – State Purchasing Bureau



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

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

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

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

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

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

Telephone: 402-479-5718

E-Mail: DSC.Purchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. **SCHEDULE OF EVENTS**

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

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

**D. WRITTEN QUESTIONS AND ANSWERS**

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

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

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

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

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

**F. ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

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

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

H. **SUBMISSION OF PROPOSALS**

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

1. Submitting electronic responses:

- a. Bidders can upload response via ShareFile using the links below within the timeframe per the Schedule of Events.

<https://nebraska.sharefile.com/r-r3201bcc238fe40d19b1de3d685d501a2>

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

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

c. **ELECTRONIC PROPOSAL FILE NAMES**

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

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

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

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

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

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

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

I. **PROPOSAL PREPARATION COSTS**

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

**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:
G			

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:
C			

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:
			

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:
			

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:
			

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:

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:

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:

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:
G			

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:
			

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:
			

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:
			

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:
			

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:
			

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:
			

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:
			

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:
CJ			

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:
			

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:
			

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:
<i>CS</i>			

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.

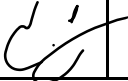
**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>CS</i>			

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:
			

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

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

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

**3. EVIDENCE OF COVERAGE**

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

Agency: Department of Correctional Services  
 Attn: Assistant Materiel Administrator  
 Email: [DCS.Purchasing@nebraska.gov](mailto:DCS.Purchasing@nebraska.gov)

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

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

**4. DEVIATIONS**

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

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<i>DJ</i>			

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:
<i>DJ</i>			

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:
<i>DJ</i>			

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:
			

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:
			

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:
			

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:
CJ			

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:
CJ			

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:
CJ			

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:
G			

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

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

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

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

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

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

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

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

**D. INSPECTION AND APPROVAL**

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

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:
G			

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:
			

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:	Carthell Sherrill Jr
Contractor Address:	3030 Larimore Ave Omaha Ne 68111
Contact Person & Title:	Carthell Sherrill Jr Owner / Manager
E-mail Address:	AuxiliaryHouseLLC@gmail.com
Telephone Number (Office):	402-507-8810
Telephone Number (Cellular):	402-507-8810
Fax Number:	531-466-7751

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:	Carthell Sherrill Jr
Contractor Address:	3030 Larimore Ave Omaha Ne 68111
Contact Person & Title:	Carthell Sherrill Jr Owner / Manager
E-mail Address:	AuxiliaryHouseLLC@gmail.com
Telephone Number (Office):	402-507-8810-
Telephone Number (Cellular):	402-507-8810
Fax Number:	531-446-7751

**REQUEST FOR QUALIFICATION FOR CONTRACTUAL SERVICES FORM**

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

**CONTRACTOR MUST COMPLETE THE FOLLOWING**

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

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

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

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

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

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

FIRM:	Asset (Auxiliary House)
COMPLETE ADDRESS:	3030 Larimore Ave Omaha Ne 68111
TELEPHONE NUMBER:	402-507-8810
FAX NUMBER:	531-466-7751
DATE:	01-24-2023
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Carthell Sherrill Jr Owner / Manager

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

Bidder Name: Carthell Sherrill Jr

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.

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

<b>1.2</b>	Provide the physical address of the Transitional Living with Programming location(s).
<p><b>Response:</b></p> <p><b>2118 Grand Ave Omaha, NE. 68110</b></p>	

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

--

<b>General</b>
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<b>2.1</b>	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.
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**Response:**

**I am an entrepreneur who has an abundance of support. We have back up staff incase of an emergency. We are on the property daily to ensure functionality and cleanliness of the property inside and out. Any maintenance required for any reason will be taken care of immediately. The property is up to code with the city of Omaha, DHHS standards, and fire codes.**

--

<b>2.2</b>	<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 &amp; 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>
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**Response:**

**Transitional Living/Safe and Sober Living without programing.**

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

<b>2.3</b>	Describe the number of beds that are available to the NBOP/Division of Parole Supervision.
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**Response:**  
**I have 5 beds with letters of approval from zoning to comply with city zoning ordinance.**

**Programs**



<b>3.1</b>	<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 <b>not</b> 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:**  
**We have staff provide one-on-one leadership skills, relapse prevention, communication, problem solving, self-awareness, decision making skills, and help to rebuild family relations. We also help to assist them with housing placement after graduation of the program. I personally take a day out of the week to teach about the importance of life insurance and financial education as I am a licensed life insurance broker.**



<b>3.2</b>	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.
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ATTACHMENT A, REV1, Bidder Questionnaire  
RFQ 111765 Z6  
Transitional Living Housing, including Mental Health Programming, for Parole clients

**Response:**

**We currently do not have any. We out-source IOP and programming through licensed individuals.**

**Site Enhancements**

**4.1**

Describe any enhancements or changes to the site in the past two (2) years that may provide an enhanced experience for parole clients.

**Response:**

**There has been a second common area for guests. We also added a sprinkler system and full fire panel for the safety of all our guests.**

## **Program Plan**

### Program Plan – Transitional Living

#### ***Service Description-Purpose:***

This Transitional Living House will be servicing males ages 19+. Auxiliary House outsources guests in need of behavioral, emotional, and mental health. It is our intent to work in conjunction with the Nebraska Office of Probation and Parole per court orders to aid individuals towards successful outcomes to improve their behaviors, punctualities, and to be self-sufficient before completing their probationary period. Auxiliary House LLC will accept referrals from the Nebraska Office of Probation and Parole.

Auxiliary House is a supportive, temporary housing, which includes services to promote self-sufficiency and to transition to independent living.

#### ***Service Expectations:***

- An individualized, comprehensive transitional plan will be developed within 7-days of admission and will include the individual and probation/parole officer.
- The comprehensive transitional plan will be reviewed and updated by Auxiliary House Manager and Parole/Probation Officer every 14 days.
  - Attached to the guests Intake Plan will be a goal sheet created by the guest.
  - This goal sheet will contain steps on employment, school, and/or family living, establishment of guest's social supports to enhance recovery, steps on obtaining their own residency for stability, etc. to help us outline a stepping process to help transition the guest back into society being self-sufficient, to help those identified in parole/probation success/risk reduction plan.
- Orientation of new individuals upon admission. Orientation will include explanation of policies and procedures, house rules, grievance process, etc. Orientation will also address any immediate needs and begin to prepare the individual to transition into long-term safe, stable housing to promote abstinence within the community.
- On-Site Management will provide services to promote self-sufficiency through employment support, promoting abstinence, establishing community supports to address basic needs such as: food, clothing, and hygiene.
- Auxiliary House Manager will utilize an online web portal for required reporting including documenting transitional plans and case management.
- Auxiliary House Manager will verify and document daily including whereabouts and daily residency upon request from the Probation/Parole Staff.
- Adhere to all applicable state laws and regulations that govern Transitional Living Facilities
- House rules, policies, program requirements, etc. cannot conflict with a written court order or other Probation/Parole requirements.
- All guests are subject to random search and seizure on the premises or vehicle upon request of Probation/Parole officer or law enforcement officer.



- Services are culturally sensitive, trauma informed, age and developmentally appropriate incorporate evidence-based practices.
- Auxiliary House ensures a safe and secure place free from the risk of harm or danger with continuing effort put forth to eliminate any potential hazards.
- Guests will have secure personal property storage available on site.
- Auxiliary House will require guests to be accountable to parole/probation requirements and engage in ongoing communication with supervising officers in regards to case plans; specifically Auxiliary House will report instances when a guest on parole/probation is suspected to be under the influence of alcohol or any other mood-altering substances, when a guest on parole/probation does not stay at Auxiliary House overnight, and/or suspected unlawful behavior.
- Medication policies will align with any/all State and Federal licensing requirements.

**Staffing:**

- There will be no policies requiring any guests to commit to living at Auxiliary House beyond the 84-day financial assistance period.
- There will be one awake staff during waking hours (days) and sleeping hours (overnight) with on-call availability for emergencies to meet the needs of the guests served 24 hours each day. 7 days a week.
- Paid staff, volunteers, and House Managers can't be under community supervision or convicted of a criminal infraction with in the last 6 months.
- Any/All staffing changes, including changes to house managers, primary contacts and responsible parties, will be update in the online web portal with in 48 hours of the staff change.

**Services Desired Outcome:**

- The guest has demonstrated participation and engagement in services.
- The Guest has developed support systems to help maintain stability in the community.
- The guest has substantially met their transition plan goals and objectives.
- Guest has improved their daily functioning and reduced criminogenic risk.
- Guest has identified long-term, safe and stable employment and housing.
- Auxiliary House has coordinated with other professional as needed.

Any guests entering our program receiving parole/probation voucher **WILL NOT** have any additional costs associated with their stay during the duration of their voucher.

***Service Frequency:***

24 hours/day, 7 days/week

***Length of Stay:***

Individualized based on the needs of each individual; 84 days

***Staffing:***

Director to direct staff as needed to meet all responsibilities.

Does morning and night checks on individuals for curfew purposes.

Available 24/hour 7/days a week. Provides 24-hour surveillance in all common areas in and out.  
Management helps guests in need of transportation as needed.

***Hours of Operation:***

24 hours a day, 7 days a week

# State of Nebraska

Department of Health and Human Services  
Division of Public Health

Lincoln, Nebraska

ISSUES LICENSE NO. MHSU076 to to operate a MENTAL HEALTH SUBSTANCE USE TREATMENT CENTER located at 2118 GRAND AVE , OMAHA, NE. This facility is subject to rules and regulations lawfully promulgated by the State of Nebraska Department of Health and Human Services Division of Public Health.

Licensure Issuance Date: January 11, 2023

DEPARTMENT OF HEALTH AND HUMAN SERVICES  
DIVISION OF PUBLIC HEALTH  
CERTIFIES THAT

**Auxiliary House**

MEETS STATUTORY REQUIREMENTS AS  
MENTAL HEALTH SUBSTANCE USE TREATMENT CENTER  
Lic # MHSU076

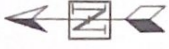


EXPIRES  
9/30/2023

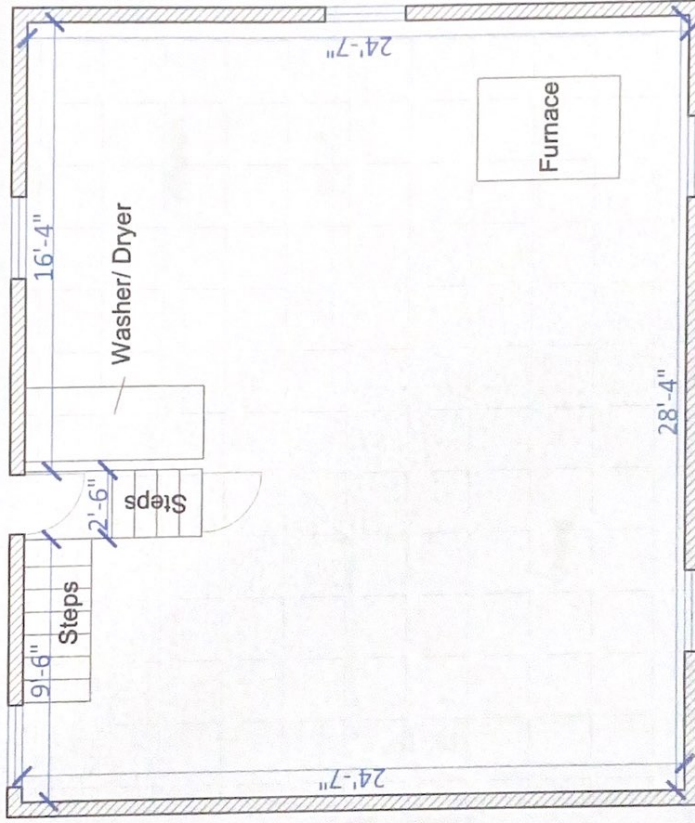


May be displayed on the licensed premises.

**BASEMENT PLAN**  
2118 Grand Ave  
Omaha, NE 68110  
Parcel ID: 2004270000  
Lot area: 0.14 Acres  
Plot Size: 11"x17"



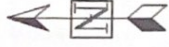
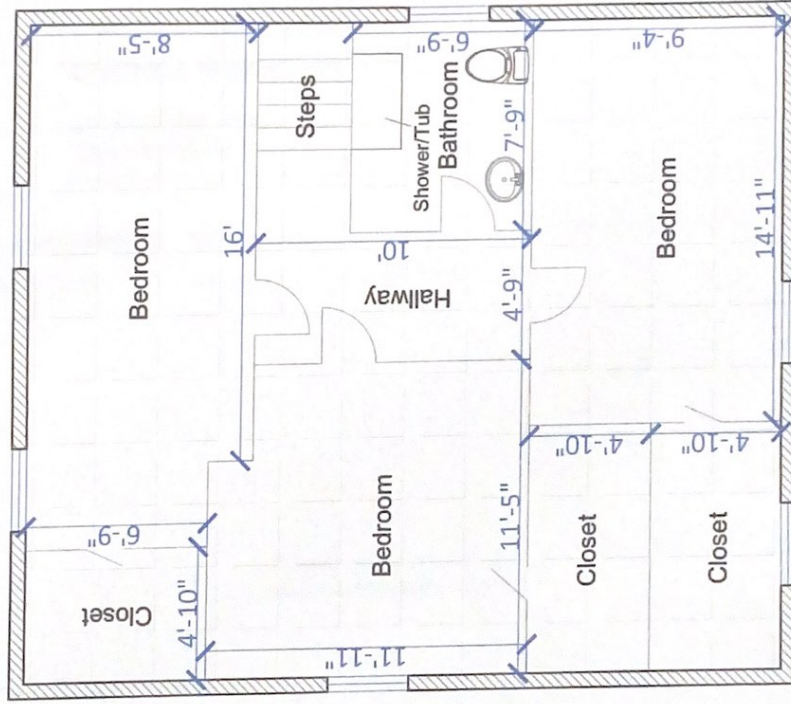
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Created by:  
**GET A SITE PLAN**  
COM

**SECOND FLOOR PLAN**

2118 Grand Ave  
Omaha, NE 68110  
Parcel ID: 2004270000  
Lot area: 0.14 Acres  
Plot Size: 11"x17"



scale 1/4"=1'0"

Created by:

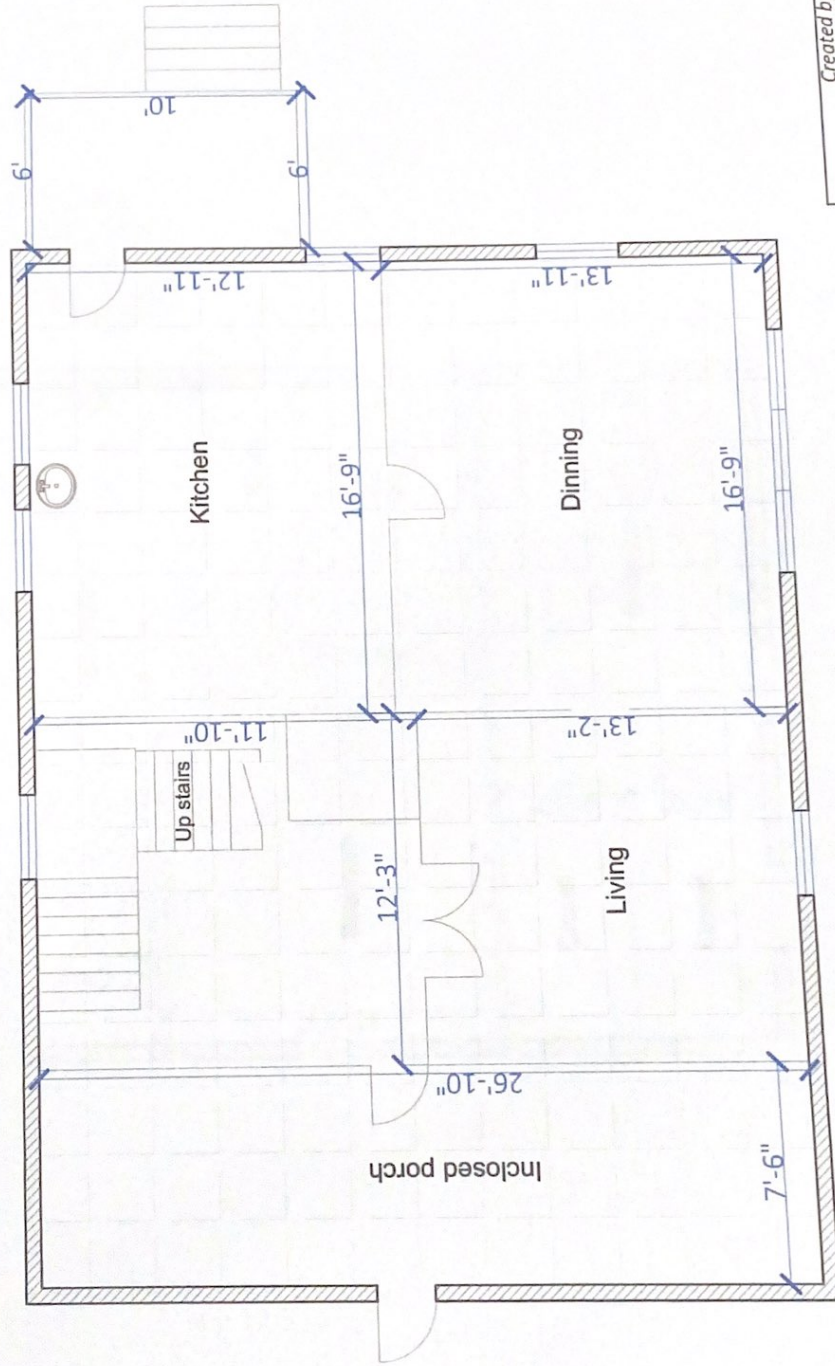


**MAIN FLOR PLAN**

2118 Grand Ave  
Omaha, NE 68110  
Parcel ID: 2004270000  
Lot area: 0.14 Acres  
Plot Size: 11" x 17"



scale 1/4"=1'0"



Created by:  
**GETASITEPLAN.COM**  
ANIMATE YOUR SITE PLAN

## Auxiliary House Manager

### **Qualifications:**

- High School Diploma or G.E.D
- Must be at least 2 years clean and sober
- Good verbal and written communication skills

### **Responsibilities:**

The Auxiliary House Manager is responsible for providing administrative and clerical services in order to ensure effective and efficient operations. The Auxiliary House Manager will ensure that the municipal operations are in an effective and efficient manner.

### **Main Activities:**

- Type Correspondence, reports and other documents.
- Answer Phone calls
- Complete Auxiliary House intake process
- Coordinate with all staff, house guests, and Parole/Probation Officers.
- Maintain confidential records and files.
- Prepare invoice reports, memos, letters, financial statements, and other documents using Microsoft.
- Open, sort, and distribute incoming correspondence, including faxes and emails.
- Performs general office duties, such as ordering supplies, maintaining management record of management data base systems, and performing essential bookkeeping work.
- Research and assist with the preparation of motions, policies, and procedures.
- Prepare and maintain documents to submit to their personal files and online portal.
- Ensuring the safety of guests.
- Facilitating monthly house meetings
- Transporting to and from medical and parole/probation appointments.
- Ensuring all house rules and regulations are met.
- Conducting urine/breathalyzer test randomly and/or as needed.

## Auxiliary House Nurse

### **Qualifications**

- Graduate from an accredited school of nursing.
- Currently holds a license in the state of Nebraska and is in good standing.
- 1 Year prior experience in the nursing field.

### **Responsibilities**

- Completes Competency Intakes for each guest upon admission to ensure each guest is competent upon entry.
- Maintains confidentiality
- Documents guests findings into their file and online portal.







## Hiring Process

1. Application
2. Resume Screening
3. Screening Call
4. In-Person Assessment Test / Interview
5. Background Checks
6. Reference checks
7. Decision and Job Offer



## Auxiliary House Restriction Rules

### (First 30 – days or when placed on restriction)

These rules and policies are to ensure a **Safe, Stable, and Sober** environment in which to transition.

1. Guests in the Probationary period or on restriction must be in the house by 7pm unless employed. Any other activities requiring guests to leave the house must be approved by Auxiliary House Manager.
2. **If not employed, guests will be expected to be out of the house searching for work by 8:00am and back by 7pm unless PRIOR APPROVAL is obtained by the Auxiliary House Manager.** Guest's quarters are expected to be in order before leaving the house. If job search is completed before 7pm, guests are expected to call Auxiliary House Manager and notify them of the completion of daily search and return IMMEDIATELY to the house.
3. Staff must be notified of any appointment during restriction.
4. Once employed you are expected to **turn in pay stubs** to work out budget to pay house fees. Once you are current on house fees there will not be a requirement of checking pay stubs unless put back under restriction for any reason. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
5. While on restriction there will be only one visit of a significant other. There will be no other visits. No Visitors under the age of 19.
6. Guest may be put on restriction at the discretion of Auxiliary House Manager at any time during their stay for any reason including, but not limited to, disruptive behavior, non-compliance with rules, non-payment of program fees, etc. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).



## Program Rules for Auxiliary House Transitional Living

### (After the 30 – Day's Restriction)

These rules and policies are to ensure a **Safe, Stable, and Sober** environment in which to transition.

1. Sunday through Saturday all house guests and members must be in the house between the hours of 10:00pm and 6:00am. If the individual is working swing shift or night shift hours, curfew will be adjusted by Auxiliary House Manager. (Individuals that are not on restriction)
2. All phone calls are limited to 15 minutes when using the house phone. The house phone will not be used after 11:30pm.
3. Each house guest will have daily chores. Chores must be completed by 10pm each night and/or delegated **BEFORE** going on pass.
4. When chores are delegated to another house guest, The Auxiliary House Manager must be aware or present.
5. NO INSENSE, CANDLES, OR ANYTHING OF ANY SORT THAT WOULD REQUIRE A FLAME TO LIGHT
6. Absolutely no touching the cameras for any reason at any time.
7. Appropriate attire is always required and adhered to in the common areas.
8. No guests shall be permitted to throw another guest's food away.
9. All food must be labeled with the date from when the seal is removed.
10. Guests cannot associate with anyone who drinks or is drinking or uses or is using drugs, including family.

11. Guests are not to go to bars, strip clubs, adult entertainment establishments, etc.
12. Personal cell phones **are allowed** on the residence. Please be considerate of other guests.
13. Fire extinguishers are to be used in case of an emergency **ONLY**.
14. **ABSOLUTELY** no holes in the walls.
15. **NO** taking screens out of windows.
16. **ABOSOLUTELY NO** personal window A/C units.
17. Chemicals must be labeled and stored properly, NOT in bedrooms.
18. Passes are available to anyone not on restriction or in their probationary period. Passes are to be no longer than 2 consecutive nights with a total of 2 passes per month, unless approved by Auxiliary House Manager and parole/probation officer. Passes may be revoked at any time by Auxiliary House Manager and must first be approved by parole/probation officer.
19. Visitation times are between the hours of 10:00am and 8:00pm, Sunday through Saturday. Visitation areas: common areas. **ABSOLUTELY** no guest in bedrooms.
20. There will be no overnight guest for any reason.
21. Absolutely **NO** pets allowed.
22. There will be **NO SMOKING or VAPING** on the property at any time.
23. There will be absolutely **NO DRUGS, ALCOHOL and OR RELATED ITEMS** on the property at any time. All guests are subject to a random UA's at any time. All guest's quarters are subject to a random search at anytime.
24. A guest must pay the cost of the drug and alcohol test (\$10) **unless** the test is **negative**. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
25. **Fees and program payments are due the 1<sup>st</sup> through the 5<sup>th</sup> of every month. Any fees received after the 5<sup>th</sup> will have a \$25.00 late fee charge along with \$5 per day until fees are paid in full. Program cost are \$620 total per month.** (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).

26. **A \$100 non-refundable deposit is required at the time of move in.** (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
27. A **\$20 monthly fee** is required from each guest to cover any necessary house hold items. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
28. A **\$50 reimbursement fee** for entrée care package do within 30 days of entering the program. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
29. You will be allowed to have 30 – days to obtain employment. If the client is not putting forth motivation to obtain any type of employment. Then termination from the program may result.
30. All house guests will respect fellow house guest belongings.
31. VIDEO GAMES are ONLY to be played in guests room on personal T.V. VIDEO GAMES are NOT to be played in common areas.
32. Guest quarters will always be kept neat and orderly. This includes, but not limited to, bed made daily before 9:00am, clothes, papers, and belongings picked up off the floor and stored in an orderly fashion. Violation will result in disciplinary action including, but not limited to, verbal warnings, fines, restriction, and termination at discretion of Auxiliary House Manager. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
33. No loud music or music with profanity will be tolerated.
34. No re-arranging furniture
35. Guests will not display any aggressive, disruptive, or abusive behavior to any other guests or visitor at any time.
36. Guest will be subject to a mental health evaluation at the discretion of the Auxiliary House Manager and will be held accountable for taking any medications, as prescribed without missing any doses or taking more than the prescribed dosing.
37. No weapons of any kind will be allowed for any reason on Auxiliary House property other than the use of kitchen knives. Any knives removed from the kitchen for any reason at any time will be a sign of aggression and will result in immediate discharge.
38. Guests are expected to dust and sweep room each week.
39. If Guests decides to leave at their own will then a 3-day notice is required.

40. If guest is discharged or leave from the program with outstanding fees, Auxiliary House Manager retains the right to hold guest's belongings. The guest will have up to 72 hours or until their following pay period to satisfy their debts. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
41. Failure or refusal to comply with these rules will result in the following disciplinary actions: Written Warning, Restriction, Fines, and Discharge from the program. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
42. If guest is discharged without any fees, then the guest has 30 minutes to collect belongings and leave the premises. Guest will have 72 hours or until following pay day to have someone collect their belongings.

EVERY GUEST MEMBER IS RESPONSIBLE TO NOTIFY THE AUXILIARY HOUSE MANAGER AND/OR OWNER IF THEY KNOW OR SUSPECT THAT ANOTHER GUEST MEMBER IS USING DRUGS AND/OR ALCOHOL OR PARTICIPATING IN ILLEGAL ACTIVITIES.



**Automatic Evictions are the results of the following violations:**

A. NO USING ANYTIME-ANYWHERE: No K-2 or synthetic cannabis (legal or illegal) or mind-altering substances allowed. The misuse of prescription medication(s) is also included in this rule. All prescriptions must be preauthorized by the director.

B. REFUSAL OR FAILURE OF URINALYSIS OR BREATHALYZER TEST: AGGRESSIVE BEHAVIOR OR PHYSICAL ALTERCATIONS: There is an absolute zero tolerance for assault of any kind.

D. DISRUPTIVE BEHAVIOR ANYTIME-ANYWHERE: Non-compliance of the guest rules and policies, negative attitudes, personal hygiene (bathe daily), abusive language, stealing, lying, sex, pornography, etc.

E. TOUCHING or DAMAGING anything related to the FIRE SYSTEM or FIRE PANEL. Also, a fine will be given to cover costs related to any damages.

F. CURFEW VIOLATIONS

G. NON-COMPLIANCE OF CONTRACT

H. ROOM VIOLATIONS

I. NO INSENSE, CANDLES, OR ANYTHING OF ANY SORT THAT WOULD REQUIRE FLAMES

J. TOUCHING the cameras any time for any reason

In compliance with the Drug-Free Workplace Act of 1988, Auxiliary House has a commitment to providing a safe, quality-oriented, and productive environment to our community. Alcohol and drug abuse pose a threat to the health and safety of everyone. Therefore, we are committed to the elimination of drug and alcohol use and abuse in and around our environment.

**These rules are subject to change in the future at the discretion of Auxiliary House Manager. These rules can be revised at any time.**



### MEDICATIONS

1. If you are on any medications an intake process will be performed by a licensed nurse prior to entering the program.
2. However, if you are not on any meds upon entry of the program but receive any meds for any reason during the time of your stay, you will need to contact Auxiliary House Management IMMEDIATELY to get an intake performed by our licensed nurse to prove competency prior to you bringing any meds onto the property or administering any independently.
3. Guests entering the program must be fully competent in order to self-administer their own meds without any oversight whatsoever and is responsible for any medication refills necessary.
4. If any guests require any assistance with administering medications and/or oversight, they will not be eligible to enter the Auxiliary House Program.





Name: \_\_\_\_\_.

DOB: \_\_\_\_\_.

SS#: \_\_\_\_\_.

Previous Address Including City, State, and Zip: \_\_\_\_\_.

If Previous Address is Outside of Omaha How Many Years Have You Been a Resident in the State of NE: \_\_\_\_\_.

Phone/Cell Phone: \_\_\_\_\_.

Probation/Parole Officer Phone Number: \_\_\_\_\_.

Drug Court Officer: \_\_\_\_\_.

Charge: \_\_\_\_\_.

Drug(s) of choice: \_\_\_\_\_.

Sobriety Date: \_\_\_\_\_.

Emergency Contact Phone Number: \_\_\_\_\_.

Wife/Husband or Significate Other: \_\_\_\_\_.

Wife/Husband or Significate Other Phone Number: \_\_\_\_\_.

Names of Children: \_\_\_\_\_.

Employment: \_\_\_\_\_.

Pay Days: \_\_\_\_\_.



## **Signature Page**

1. I acknowledge that I have been given and accept with COMPLETE UNDERSTANDING the Program Rules as reviewed and given to me and I will hold myself accountable for my actions and for the rules stated.
2. I further accept that I have read and FULLY UNDERSTAND that failure to comply with these rules will result in the following disciplinary actions: Written Warning, restrictions, Fines, and Termination from the program. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
3. I further accept that if I am terminated form the program, I am to leave the property IMMEDIATELY.
4. I agree to pay \$620.00 a month between the 1<sup>st</sup> and 5th of every month unless previous arrangements have been made. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
5. I agree to pay the \$100.00 as a deposit before entering Auxiliary House along with a \$50 care package refundable deposit within 30 days of entry. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).

---

Staff Signature/Date

---

House Guest Signature/Date





**NEBRASKA STATE FIRE MARSHAL  
CERTIFICATE OF OCCUPANCY**



**Omaha Fire Prevention Division - State Fire Marshal Delegated Authority**

Name of Facility: AUXILIARY HOUSE

Facility Type: Mental Health Substance Use Treatment Centers

Location: 2118 GRAND AV, OMAHA, NE 68110

Date Issued: January 03, 2023 Certificate No: OHC-22-00012

Maximum Occupancy: 5 BEDS Persons/Beds

Inspected By: John Olson

Approved By:

*Joseph L. Linsler* AFM

**POST IN A PROMINENT PLACE**

Copy to be presented to the State Licensing Agency if necessary.



I \_\_\_\_\_ state that \_\_\_\_\_ is fully competent to self-administer any and all medications without any sort of oversight. Also, guest will be responsible for any refills necessary. This guest is fully aware that any NARCS, opioids, sleeping aids, and sharp objects such as needles and/or pens must be stored properly in a locked safe with their name on it and placed in its proper place.

X

\_\_\_\_\_  
Nurses Signature/Date

X

\_\_\_\_\_  
Guests Signature/Date

# Certificate of Occupancy

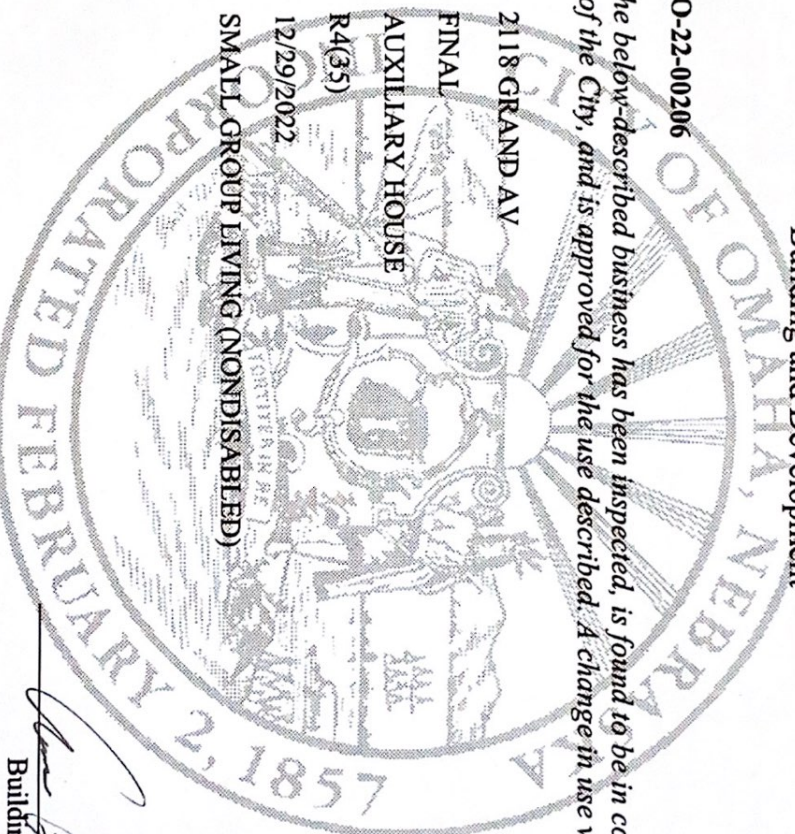
City of Omaha  
Planning Department  
Building and Development

CERTIFICATE NUMBER: COO-22-00206

*This document certifies that the below-described business has been inspected, is found to be in compliance with all applicable codes and regulations of the City, and is approved for the use described. A change in use will void this certificate.*

ADDRESS:  
TYPE:  
BUSINESS NAME:  
ZONING / OVERLAY:  
EFFECTIVE DATE:  
USE OF BUILDING:

2118 GRAND AV  
FINAL  
AUXILIARY HOUSE  
R4(35)  
12/29/2022  
SMALL GROUP LIVING (NONDISABLED)



  
Building Official

POST IN A CONSPICUOUS PLACE



**POLICY AND PROCEDURES**  
**MANUAL**

# **CONTENTS PAGE**

1. MISSION STATEMENT
2. ORGANIZATIONAL STRUCTURE
3. CODE OF ETHICS
4. GUESTS RIGHTS AND RESPONSIBILITIES
5. CONFIDENTIALITY AND GUESTS RECORDS
6. GRIEVANCE PROCEDURE
7. ADMISSION CRITERIA AND INTAKE PROCEDURE
8. ATTENDANCE
9. GUESTS RULES
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11. GUESTS ON PROBATION OR PAROLE
12. DISCIPLINARY ACTION PROCEDURE
13. DRESS CODE POLICY
14. EMERGENCY PROTOCOLS
15. INTERVENTION FOR THE AGITATED
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17. MEDICAL CARE
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21. SMOKING POLICY
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23. RE-ADMISSION PROCEDURE
24. GUEST'S FINANCES
25. GUEST'S TRANSPORTATION
26. NON-DISCRIMINATION DISCLOSURE



## **MISSION STATEMENT**

Auxiliary House is much more than an ordinary Sober Living House – it's your home away from home. Designed with your personal needs in mind, our facilities are warm and inviting. Your first step starts with us.

### **GUIDING PRINCIPLES**

Areas of Focus: Awareness and Transitioning

- Collaborate with all community sectors on focusing on transitioning.

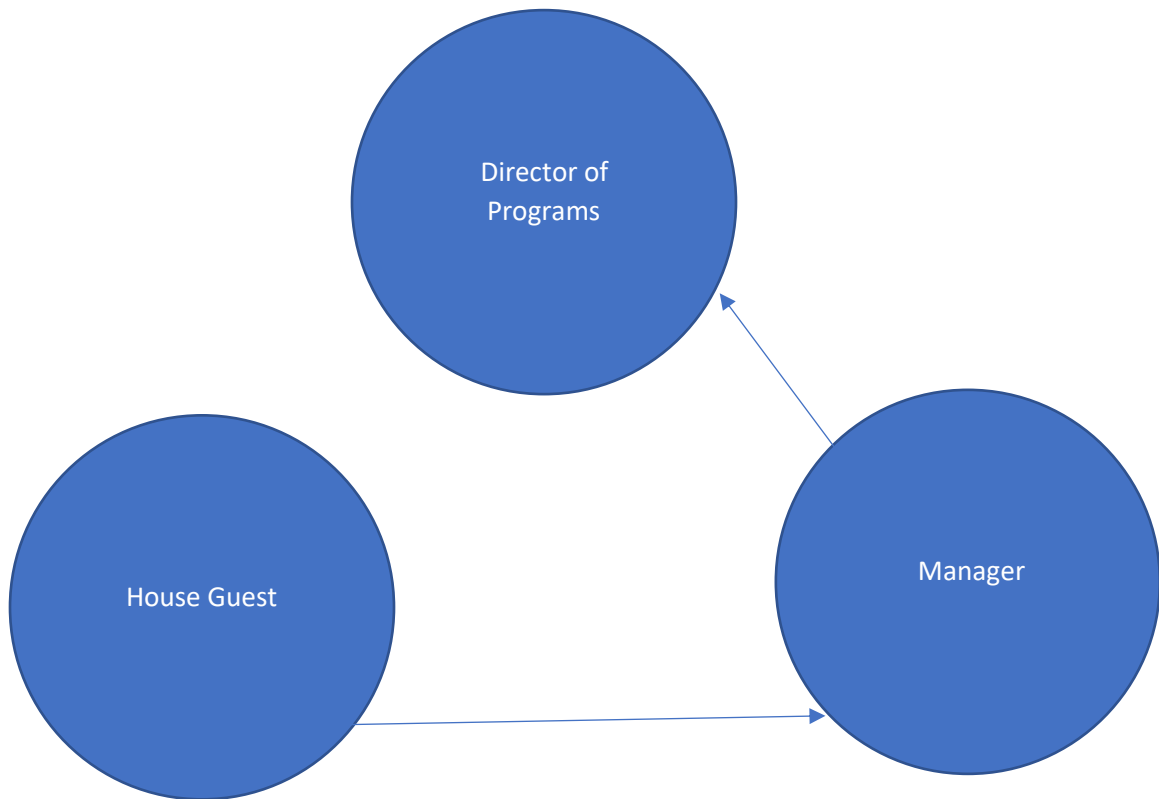
### **VALUES**

The values of Auxiliary House are focused on trust, resilience, communication, and honesty.

### **CORE COMPETENCIES**

Auxiliary House competencies include: Commitment to transitioning and safety of our guests, emphasis on communication and influence and responsiveness to our guest's needs. At Auxiliary House, communication and responsiveness is prioritize, influenced, and mentorship is provided appropriately to help aid in the guest's transition.

# Auxiliary House Organizational Chart



## **CODE OF ETHICS**

The interactions of Auxiliary House Manager with the house guests will be governed by ethical standards. House guests in a sober living/ transitional environment have the right to expect ethical behavior from Auxiliary House Manager. Following ethical guideline will protect the house guests and the Auxiliary House Manager from inappropriate relationships and interactions.

Auxiliary House aims to maintain a respectful environment built on honesty. Focusing on our house guest's individual growth to include those principles is highly important to us.

### **Auxiliary House Guests will:**

- Conduct our business honestly and ethically.
- Treat each and every person with dignity and respect.
- Safeguard a person's privacy and confidentiality per local, state, and federal requirements.
- Not threaten or comment on act of physical or emotional abuse.
- Not become romantically or physically involved with persons currently served (or served in the recent past)
- Not engage in harassment
- Not discriminate due to race, religion, age, sexual orientation, disability, national ancestry, or economic condition
- Strive for continued personal growth and self-improvement through education, training, and consultations. Auxiliary House has the following procedure set in place:

1. Anyone who observes or has substantial reason to believe that the Auxiliary House Manager or Nurse have engaged in unethical behavior in violation of this policy must report that behavior in confidence to their foreperson immediately. If Auxiliary Manager believes a house guest has behaved with him/her in such a way as to provoke or invite unethical behavior they must report that interaction to the Auxiliary House Owner immediately.

2. If a house guest fails to comply for any reason at any time, this breach will constitute grounds for disciplinary action, including probable discharge. The Auxiliary House manager will also be oriented to this policy and indicate understanding and agreement to comply.

## **GUEST'S RIGHTS AND RESPONSIBILITIES**

This is set in place to safeguard house guests of Auxiliary House and to ensure the best experience possible. House guests will be informed of their rights and responsibilities upon admission into the

program and given a copy of the (Program Description) and (House Rules-Guest Responsibilities) Auxiliary House Guest Rights are as follows:

- 1) To be treated with dignity and respect
- 2) To participate actively in your recovery/transition
- 3) To be given information regarding informed consent prior to the start of your stay.
- 4) Be seen by a private physician with the understanding that all costs will be the responsibility of the house guest.
- 5) Have all information pertaining to stay kept in confidentiality.
- 6) Receive information regarding costs.
- 7) Be fully informed at the time of admission of the rights and responsibilities set forth herein and of all the rules and guidelines governing guest conduct.
- 8) Initiate a complaint or grievance procedure and understand that you may begin the process by filling out a grievance form or contacting the Auxiliary House Manager.
- 9) Request referral resources in the event of your dismissal from the Auxiliary House.

### **CONFIDENTIALITY AND GUEST RECORDS**

This policy is set in place to protect the right to privacy for all Auxiliary House guests. The right to confidentiality, whether it be verbal or written information, shall be protected and in compliance with state and federal laws.

#### **The following procedure will take place:**

- 1) The Auxiliary House Owner, House Manager, Nurse, and house guests of Auxiliary House, will adhere to the confidentiality laws and procedures as set forth in Federal law 42 CFR Part 2 Confidentiality of Alcohol and Drug Abuse Patient Records.
- 2) House guests will be informed upon admission of their rights to confidentiality and be given the opportunity to sign consent forms for the release of information. House guests may choose to sign and may revoke a release at any time.
- 3) Upon admission, Auxiliary House will provide for the house guest to sign, a "Guest Confidentiality Agreement. Auxiliary House Manager will explain that the purpose for this agreement is to ensure confidentiality among the house guest.
- 4) House guest files, both current and past, will be kept in filing organizer case in the Owner's locked office. These files will be under the direct maintenance and supervision of the Auxiliary House Manager. The files will be utilized and viewed only by Auxiliary House Management unless:
  - The house guest whose name appears on the file requests to view their file.

- The house guest has signed a release of information form for the specific person that has requested to view the file, or any parts thereof.
- A court order is requesting the file.
- A situation in which the house guest life is in danger and the file or the portion thereof would aid in the treatment of the house guest.

### **COMPLAINTS/GRIEVANCES:**

Auxiliary House is committed to meeting the needs and expectations of our guests. We will work with each guest individually and do our best to try and resolve any conflict and provide a satisfactory outcome for all parties involved whenever possible. Auxiliary House strives to ensure that grievances are handled respectfully, appropriately, and professionally. If at any time a house guest of Auxiliary House has a complaint, problem, or concern during their stay, please follow the procedure outlined herein:

1. A Grievance form must be completed. If additional forms are needed, please ask the Auxiliary House Manager. The form is to be completed, signed, and placed in a sealed envelope, and given to the Auxiliary House Manager. Auxiliary House Manager will make a copy of it and place it in the house guest's file. The original will be returned to the resident after being signed by the Auxiliary House Manager acknowledging a receipt of grievance.
2. If a verbal complaint is being made to the Auxiliary House Manager, then they will assist the house guest with filling out a complaint form. It will then be signed by the house guest and the Auxiliary House Manager. Then a copy is to be made and placed into the house guests file and the original will be given to the house guest.
3. In either instance, the Auxiliary House Manager will meet with the house guest to discuss the complaint/grievance within an acceptable period of time. The nature of the grievance, the impact, and possible resolution(s) for the grievance will be discussed. At that time, an additional signature will be required at the bottom of the grievance form acknowledging that the meeting took place between the house guest and Auxiliary House Manager. Auxiliary House ensures that all grievances/complaints will be followed through with an investigation and validation.

### **ADMISSION CRITERIA AND INTAKE PROCEDURE**

It's necessary to provide consistent and prompt care for all house guests entering the Auxiliary House Program. Specific steps need to be taken to ensure the guest is an appropriate fit. Upon first contact with the potential guest, whether by phone or in person, the Auxiliary House Manager will screen the potential house guest to determine whether they are an appropriate fit for Auxiliary House by applying the following admission and exclusion criteria:

**Admission Criteria; The potential Guest must:**

- A) Be admitted voluntarily
- B) Be 19 years of age or older
- C) Have adequate control over their behavior and assessed not to be imminently dangerous to oneself or onto others
- D) Express a desire to keep their sobriety and transition successfully
- E) Be assessed as medically appropriate and free of any illness that requires isolation from others.
- F) Have the capacity for active participation in all phases of becoming self sufficient
- G) Be ambulatory and be able to meet personal needs without any assistance

**Exclusion Criteria;** The potential house guest cannot:

- A) Have clinical manifestations that meet criteria for a more intense level of care (e.g. Acutely psychotic or a danger to self or others)
- B) Have severe permanent deficits in recent memory, attention, concentration, who cannot attend effectively to activities of daily living and whose cognitive impairment prevents them from understanding and participating in the program.
- C) Have ongoing medical issues, which require a more intensive level of monitoring and care than can be provided by Auxiliary House.

If the potential house guest is assessed as appropriate for the Auxiliary House Program, then the Auxiliary House Manager will complete the initial screening, and if appropriate, the potential house guest is invited to interview in the guest.

**Initial Screening:**

- A) The Auxiliary House Manager obtains assessment information from the house guest and will verify the identity of the house guest through identification.
- B) The Auxiliary House Manager will review the Confidentiality policy and obtain the house guests signature of the Confidentiality agreement and Release of Information forms.
- C) The Auxiliary House Manager will also review the house guest rights and responsibilities, the rules, regulations, groups, emergencies, and all other general information found within the program description and obtain all signatures requested.
- D) The Auxiliary House Manager will provide the house with a copy of the Guest's Handbook and at this time retains the right to search the house guests belonging for any hazardous items.
- E) The Auxiliary House Manager retains the right to administer a urine drug screen.
- F) The house guest will be informed of the fees for the sober/transitional facility. (Fees, depts, costs, and fines don't pertain to guest's receiving probation/parole vouchers)

G) If the house guest has had a recent physical and lab work (including TB testing) and has not brought the results, then the Auxiliary House Manager will obtain a release from the house guest for medical information from the referral source

### **DOCUMENTATION OF GUESTS**

- 1) Each guest's stay at the Auxiliary House, from admission to discharge, will be documented in their individual file and will reflect the status of their stay.
- 2) Auxiliary House Manager will review and update the guest's transitional plan every 14 days.

#### **All documentation should:**

- Be written in ink, contain the house guest's name, and contain the date of entry.
- Obtain a signature of house guest and Auxiliary House Manager.
- Have clear representation of the type of signed document.
- Monthly House meeting: Notes will be documented and describe the proceedings and attendance will be recorded.
- Other documentation: This includes medical or legal documents and correspondence with house guest's payroll/probation officer and urine drug screens.

- 1) Delayed entries should be avoided.
- 2) Corrections in documentation are made by crossing through the mistake with a single line, initialing at the mistake and then writing the correction next to it.

### **ATTENDANCE**

All house guests of Auxiliary House are expected to attend the monthly house meeting. This is beneficial for the success of the guest's program and helps to provide peer support. Repeated absences and tardiness interrupt this process and will reflect in the documentation of the guest's file.

#### **During this process:**

1. Guests are provided with the rules that outline their responsibility regarding attendance.
2. During the monthly meeting, or any other acceptable time that makes the Auxiliary House Manager aware, guest's must inform the Auxiliary House Manager of possible absences/tardiness due to scheduled appointments, such as medical, prior to the scheduled appointment. Also, if guests are going to be absent or tardy from their set schedule, they must inform the Auxiliary House Manager of their whereabouts; where they will be, when they are returning, and when they returned.

3. Guests who have consistent or sporadic, non-constructive absences and/or leaving early and repeated avoidable conflicts, will be assessed by the Auxiliary House Manager to discuss these issues regarding compliance with this policy and request that the guest comply. If this measure does not resolve the concern, then the house guest will be discharged.

## **Auxiliary House Restriction Rules**

### **(First 30 – days or when placed on restriction)**

These rules and policies are to ensure a **Safe, Stable, and Sober** environment in which to transition.

1. Guests in the Probationary period or on restriction must be in the house by 7pm unless employed. Any other activities requiring guests to leave the house must be approved by Auxiliary House Manager.
2. **If not employed, guests will be expected to be out of the house searching for work by 8:00am and back by 7pm unless PRIOR APPROVAL is obtained by the Auxiliary House Manager.** Guest's quarters are expected to be in order before leaving the house. If job search is completed before 7pm, guests are expected to call Auxiliary House Manager and notify them of the completion of daily search and return IMMEDIATELY to the house.
3. Staff must be notified of any appointment during restriction.
4. Once employed you are expected to **turn in pay stubs** to work out budget to pay house fees. Once you are current on house fees there will not be a requirement of checking pay stubs unless put back under restriction for any reason. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
5. While on restriction there will be only one visit of a significant other. There will be no other visits. No Visitors under the age of 19.
6. Guest may be put on restriction at the discretion of Auxiliary House Manager at any time during their stay for any reason including, but not limited to, disruptive behavior, non-compliance with rules, non-payment of program fees, etc. (Fees, debts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).



## Program Rules for Auxiliary House Transitional Living

### (After the 30 – Day's Restriction)

These rules and policies are to ensure a **Safe, Stable, and Sober** environment in which to transition.

1. Sunday through Saturday all house guests and members must be in the house between the hours of 10:00pm and 6:00am. If the individual is working swing shift or night shift hours, curfew will be adjusted by Auxiliary House Manager. (Individuals that are not on restriction)
2. All phone calls are limited to 15 minutes when using the house phone. The house phone will not be used after 11:30pm.
3. Each house guest will have daily chores. Chores must be completed by 10pm each night and/or delegated **BEFORE** going on pass.
4. When chores are delegated to another house guest, The Auxiliary House Manager must be aware or present.
5. NO INSENSE, CANDLES, OR ANYTHING OF ANY SORT THAT WOULD REQUIRE A FLAME TO LIGHT
6. Absolutely no touching the cameras for any reason at any time.
7. Appropriate attire is always required and adhered to in the common areas.
8. No guests shall be permitted to throw another guest's food away.
9. All food must be labeled with the date from when the seal is removed.
10. Guests cannot associate with anyone who drinks or is drinking or uses or is using drugs, including family.
11. Guests are not to go to bars, strip clubs, adult entertainment establishments, etc.
12. Personal cell phones **are allowed** on the residence. Please be considerate of other guests.

13. Fire extinguishers are to be used in case of an emergency **ONLY**.
14. **ABSOLUTELY** no holes in the walls.
15. **NO** taking screens out of windows.
16. **ABOSOLUTELY NO** personal window A/C units.
17. Chemicals must be labeled and stored properly, NOT in bedrooms.
18. Passes are available to anyone not on restriction or in their probationary period. Passes are to be no longer than 2 consecutive nights with a total of 2 passes per month, unless approved by Auxiliary House Manager and parole/probation officer. Passes may be revoked at any time by Auxiliary House Manager and must first be approved by parole/probation officer.
19. Visitation times are between the hours of 10:00am and 8:00pm, Sunday through Saturday. Visitation areas: common areas. **ABSOLUTELY** no guest in bedrooms.
20. There will be no overnight guest for any reason.
21. Absolutely **NO** pets allowed.
22. There will be **NO SMOKING or VAPING** on the property at any time.
23. There will be absolutely **NO DRUGS, ALCOHOL and OR RELATED ITEMS** on the property at any time. All guests are subject to a random UA's at any time. All guest's quarters are subject to a random search at anytime.
24. A guest must pay the cost of the drug and alcohol test (\$10) **unless** the test is **negative**. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
25. **Fees and program payments are due the 1<sup>st</sup> through the 5<sup>th</sup> of every month. Any fees received after the 5<sup>th</sup> will have a \$25.00 late fee charge along with \$5 per day until fees are paid in full. Program cost are \$620 total per month.** (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
26. **A \$100 non-refundable deposit is required at the time of move in.** (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
27. **A \$20 monthly fee** is required from each guest to cover any necessary house hold items. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).

28. A **\$50 reimbursement fee** for entrée care package do within 30 days of entering the program. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
29. You will be allowed to have 30 – days to obtain employment. If the client is not putting forth motivation to obtain any type of employment. Then termination from the program may result.
30. All house guests will respect fellow house guest belongings.
31. VIDEO GAMES are ONLY to be played in guests room on personal T.V. VIDEO GAMES are NOT to be played in common areas.
32. Guest quarters will always be kept neat and orderly. This includes, but not limited to, bed made daily before 9:00am, clothes, papers, and belongings picked up off the floor and stored in an orderly fashion. Violation will result in disciplinary action including, but not limited to, verbal warnings, fines, restriction, and termination at discretion of Auxiliary House Manager. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
33. No loud music or music with profanity will be tolerated.
34. No re-arranging furniture
35. Guests will not display any aggressive, disruptive, or abusive behavior to any other guests or visitor at any time.
36. Guest will be subject to a mental health evaluation at the discretion of the Auxiliary House Manager and will be held accountable for taking any medications, as prescribed without missing any doses or taking more than the prescribed dosing.
37. No weapons of any kind will be allowed for any reason on Auxiliary House property other than the use of kitchen knives. Any knives removed from the kitchen for any reason at any time will be a sign of aggression and will result in immediate discharge.
38. Guests are expected to dust and sweep room each week.
39. If Guests decides to leave at their own will then a 3-day notice is required.
40. If guest is discharged or leave from the program with outstanding fees, Auxiliary House Manager retains the right to hold guest's belongings. The guest will have up to 72 hours or until their following pay period to satisfy their debts. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).

41. Failure or refusal to comply with these rules will result in the following disciplinary actions: Written Warning, Restriction, Fines, and Discharge from the program. (Fees, depts, costs, and fines don't pertain to guest(s) receiving probation/parole vouchers).
42. If guest is discharged without any fees, then the guest has 30 minutes to collect belongings and leave the premises. Guest will have 72 hours or until following pay day to have someone collect their belongings.

EVERY GUEST MEMBER IS RESPONSIBLE TO NOTIFY THE AUXILIARY HOUSE MANAGER AND/OR OWNER IF THEY KNOW OR SUSPECT THAT ANOTHER GUEST MEMBER IS USING DRUGS AND/OR ALCOHOL OR PARTICIPATING IN ILLEGAL ACTIVITIES.

**Automatic Evictions are the results of the following violations:**

- A. NO USING ANYTIME-ANYWHERE: No K-2 or synthetic cannabis (legal or illegal) or mind-altering substances allowed. The misuse of prescription medication(s) is also included in this rule. All prescriptions must be preauthorized by the director.
- B. REFUSAL OR FAILURE OF URINALYSIS OR BREATHALYZER TEST: AGGRESSIVE BEHAVIOR OR PHYSICAL ALTERCATIONS: There is an absolute zero tolerance for assault of any kind.
- D. DISRUPTIVE BEHAVIOR ANYTIME-ANYWHERE: Non-compliance of the guest rules and policies, negative attitudes, personal hygiene (bathe daily), abusive language, stealing, lying, sex, pornography, etc.
- E. TOUCHING or DAMAGING anything related to the FIRE SYSTEM or FIRE PANEL. Also, a fine will be given to cover costs related to any damages.
- F. CURFEW VIOLATIONS
- G. NON-COMPLIANCE OF CONTRACT
- H. ROOM VIOLATIONS
- I. NO INCENSE, CANDLES, OR ANYTHING OF ANY SORT THAT WOULD REQUIRE FLAMES
- J. TOUCHING the cameras any time for any reason

In compliance with the Drug-Free Workplace Act of 1988, Auxiliary House has a commitment to providing a safe, quality-oriented, and productive environment to our community. Alcohol and drug abuse pose a threat to the health and

safety of everyone. Therefore, we are committed to the elimination of drug and alcohol use and abuse in and around our environment.

**These rules are subject to change in the future at the discretion of Auxiliary House Manager. These rules can be revised at any time.**

### **MEDICATIONS**

1. If you are on any medications an intake process will be performed by a licensed nurse prior to entering the program.
2. However, if you are not on any meds upon entry of the program but receive any meds for any reason during the time of your stay, you will need to contact Auxiliary House Management IMMEDIATELY to get an intake performed by our licensed nurse to prove competency prior to you bringing any meds onto the property or administering any independently.
3. Guests entering the program must be fully competent in order to self-administer their own meds without any oversight whatsoever and is responsible for any medication refills necessary.
4. If any guests require any assistance with administering medications and/or oversight, they will not be eligible to enter the Auxiliary House Program.

### **GUESTS ON PROBATION OR PAROLE**

The Auxiliary House Manager will be in communication with the guest's Probation/Parole Officers throughout their entire stay. The officers will receive as needed, updates on their client in a timely manner.

#### **The following procedures will take place:**

1. Guests who are on probation/parole are required to sign an Auxiliary House authorization to release information form to allow the officer to obtain information on the status of the guest.
2. A guest's probation/parole officer will be notified immediately or by the start of the next day of any positive drug screen results, serious rule violations and associated sanctions, arrests, or law violations known by the Auxiliary House Manager.
3. A guest's probation/parole officer will be notified by phone prior to discharge from Auxiliary House.
4. A guest's probation/parole officer will be notified by phone if the guest does not self-administer any medication as prescribed.

### **DISCIPLINARY ACTION**

Guests of Auxiliary House who fail to adhere to the rules and regulations agreed to upon admission to the program will be subject to progressive disciplinary procedures. Auxiliary House is operated on a basis of trust with each individual guest. Each guest enters with a 100% trustworthy status. If it comes to the attention of the Auxiliary House Management that a house guest is violating a policy, disciplinary action will be taken and trust may be lost. Generally, guests will initially be given a verbal warning, followed by a written warning. A final warning is the last opportunity for a guest to change the behavior of concern. In the event of a discharge, consequences are immediate. The guest must make their own arrangement to find accommodations elsewhere.

### **DRESS CODE**

House Guests of Auxiliary House need to adhere to a dress code and groomed in a manner that is appropriate. The image created by the Auxiliary House Manager is important to the supportive living environment. Extremes in clothing and grooming are considered inappropriate for both the owner and the guests. Personal grooming is an important aspect of a house guest's transition.

#### **The Auxiliary House Manager and house guests shall adhere to the following:**

1. Maintain high levels of personal standards of cleanliness regarding hair, nails, oral, and body hygiene.
2. Clothing shall be neat, clean, and conservative. No tight-fitting clothing and no seductive clothing, such as low cut or sheer styles, short dresses, topless, or short shorts.
3. House guests must always be fully dressed in all common areas.

### **EMERGENCIES/PROTOCOLS AND WHAT TO DO**

Guests are informed upon admission the procedure to follow during an emergency. This is set in place to ensure the safety of anyone that is present in Auxiliary House during an emergency. House guests will be aware if the fire alarms sound in the house. All Guests will evacuate the premises immediately and take measures to contact management.

#### **In case of an emergency, call 911 for:**

- 1) Fire
- 2) Violence or a threat of violence
- 3) Suspicious persons hanging around premises
- 4) Burglary
- 5) A life threatening medical situation
- 6) Chest pain
- 7) Shortness of breath
- 8) Attempt of Suicide

- 9) Unconscious individual
- 10) Injury in which there is a broken bone/bleeding that cannot be stopped.
- 11) Serious fall
- 12) Unable to wake someone
- 13) Ingestion of toxic chemicals or substances
- 14) Individual out of control
- 15) Individual hallucinating
- 16) Individual having an extreme allergic reaction
- 17) Extreme paranoid behavior

FIRST: move to a SAFE place. Second: call 911. THIRD: Call Auxiliary House Manager and inform them of the situation then wait on the arrival of emergency assistance.

**DO NOT** try and move an injured person or give CPR or First Aid unless you are currently licensed.

**Call the Auxiliary House Manager in case of:**

- A) Drugs, alcohol, and/or weapons on the premises
- B) Suspicion or knowledge of someone using/having used drugs or alcohol
- C) Plumbing problems or maintenance issues in the house
- D) Power out for more than a half an hour
- E) Individual who may be withdrawing and/or intoxicated
- F) Curfew violations

**INTERVENTION FOR THE AGITATED OR DANGEROUS GUEST**

Auxiliary House Manager will manage house guests who have become agitated or a danger to themselves or others. If house guests are found to act in such a way of having threatened and/or violent behavior, then the following procedure will be implemented:

- A) Auxiliary House Manager will call out "Help" in a loud voice and ask for help from house guests that are present.
- B) Auxiliary House Manager will instruct a guest to call 911 and inform them that there is a house guest who is a danger to themselves or others and is potentially violent. Then Auxiliary House Manager will approach the guest and attempt a verbal intervention. If the guest calms down, then wait with the guest until the police arrive. If the guest does not calm down, do your best to ensure the safety of those present and vacate the premises immediately with all other house guests and wait in a safe location for the police to arrive.

C) Place hands on the house guest only if necessary and under the observation of other Auxiliary House guests or cameras.

D) Once house guests' safety is insured, Auxiliary House Manager will have a follow up meeting immediately after with those who were involved in the incident.

E) Document the incident and place in the guest's file

### **INTERVENTION FOR THE INTOXICATED /IMPAIRED GUEST**

House guests may relapse while at the Auxiliary House by becoming intoxicated or impaired by a substance. Auxiliary House will effectively manage house guests who become intoxicated or impaired by a substance.

**The following procedure should be implemented for guest's who are assessed as being under the influence:**

A) Auxiliary House Manager who observes the behavior, or is informed of the possibility of the house guest being intoxicated, should evaluate the situation immediately by assessing the following:

- Is the guest's behavior uncharacteristic of how they normally appear?
- Does the guest have slurred speech or unsteady gait?
- Does the guest have an odor of alcohol, pot, glue, or some other substance?

B) If the guest is assessed to be intoxicated or impaired by a substance, Auxiliary House Manager will ask the guest if he/she has been drinking and/or using a substance. If the guest acknowledges the use, then they will have the option to admit themselves into a 48hour detox in order to continue programming. This will also be a Final Warning and documented into their file.

C) If the guest who is assessed to be intoxicated or impaired by a substance denies using alcohol or drugs then Auxiliary House Manager will ask the guest's peers for supporting evidence that the guest was using, perform a urine screening and/or breathalyzer based on if it is substance or alcohol as evidence purposes. Also, a room search may be performed to ensure that no illegal or dangerous substances have been brought into the house. If the breathalyzer comes back as if the guest is under the influence or the urine screen test shows a positive reading or the search reveals alcohol or mood altering/illegal substances, then Auxiliary House Manager will document the incident, place it in the guest's file and discharge the guests immediately.

### **MEDICAL CARE**

House guests may enter the Auxiliary House with medical problems that require follow up or medical problems may develop that require medical attention. Auxiliary House Guests must have access to adequate medical care.

**The following guidelines are set in place:**

1. House guests must have a physical and TB test prior or within 30 days of admission to Auxiliary House and they are to bring those records with them when they come. If this cannot be provided by the



referral source or if the guest is unable to afford such medical care, then the guest will be referred to the County Health Department.

2. Direct medical care to the guests is provided either by the guests' personal physician or referrals to the local County Health Department, clinic, or closest hospital.

3. If a guest becomes physically ill during their stay, then the following procedures will be followed:

- Call 911 if the situation is an emergency and/or life threatening
- Call the Auxiliary House Manager and inform of the situation.
- **Do Not** try and move an injured/ill person or give CPR or First Aid unless you are currently licensed

### **MEDICATIONS**

Guests can only take medications prescribed and approved by parole/probation officers. Guest's must be able to self-administer medications.

**The following guidelines are set in place:**

1) House Guests may not take any mood-altering medications (e.g. opiate-based pain medications, benzodiazepines, barbiturates, sedatives-hypnotics, sleeping pills, diet pills) Unless prescribed to them.

2) In rare instances, a patient may have a medical procedure or pain that requires brief use of medications that are not on the guest's 'Safe drug list'. Guest's, at that time must submit to Auxiliary House Manager, a document from a physician stating the necessity of the medication. Auxiliary House Manager and Parole/Probation officer must approve the use of this medication. Medications will be stored in a safe locked box out of sight of other guests.

3) House Guests must inform Auxiliary House Manager of any prescriptions/medications they have when they are admitted and any prescriptions/medications they receive while a guest with Auxiliary House. Failure to do so will result in disciplinary action and possible discharge.

4) House Guests may only take over the counter medications that are approved by the Auxiliary House Manager and that are on the 'Safe drug list'.

5) House guests who are on any medication must be able to self-administer their own medication without the aid of a health-care professional.

6) Amphetamines and Benzodiazepines are not allowed at Auxiliary House.

7) Guests on MAT (medication assistance medications)- including buprenorphine derivatives, will have their supply of prescription opiate antagonist placed in a locked box. Guest must sign out daily dose needed/taken. Weekend or pass doses are allowed. The goal of MAT therapy is to sustain a guest through recovery and Taper when appropriate.

8) Gabapentin is considered a drug of abuse and will be required to be stored in the lock box following the same guidelines as MAT medication.

- 9) Guests who are on medications are responsible for the proper dosage of their medications. Medications must be stored properly and not accessible on countertops or dressers. They must be out of sight of other guests.
- 10) Any deviation from the proper medication dosage will be investigated by Auxiliary House Manager. Deliberate alteration of the dosage to alter mood will result in disciplinary action or possible discharge.
- 11) House guests must not discontinue taking any prescribed medications without the written authorization of a medical doctor.

### **RANDOM DRUG SCREENS**

House guests with the diagnosis of alcohol and/or other substance dependence/abuse will be required to submit to a random urine sample for a drug screen. This has the effective means of monitoring guests alcohol/drug intake status.

#### **The following procedure is to be followed:**

- 1) A drug screen test may be administered by Auxiliary House Manager, either randomly or with probable suspicion of any guests for use of drugs/alcohol during their stay. The test will be administered and read by and documented by the Auxiliary House Manager.
- 2) Urine may be collected either by using rapid on-site drug detection method or collected and sent to a lab for testing. If the sample is to be sent to a lab, it will be packaged and mailed accordingly to the mailing instructions provided by the laboratory.
- 3) Results are documented in the guests file and parole/probation officer will be notified immediately.

### **SEARCH FOR HAZARDOUS ITEMS**

Auxiliary House Management seeks to ensure the safety of all house guests and provides a safe environment conducive to a sober transition. Auxiliary House Management has the right and responsibility to search guests' belongings for illegal substances and inappropriate hazardous items at any time.

#### **The following procedure will take place upon admission and periodic searches:**

- 1) Upon admission, Auxiliary House Manager retains the right to search the guests' personal belongings for illegal or inappropriate hazardous items. The guest will be informed of the policy regarding the keeping of illegal substances or inappropriate/hazardous items in the house.
- 2) Periodic searches of the guests will be done by the Auxiliary House Manager to determine if there are any illegal or inappropriate /hazardous items.
- 3) If the guest is found to be in possession of alcohol or any illegal or inappropriate/hazardous item(s) upon admission the item(s) or substance will be confiscated by Auxiliary House Manager and their parole/probation officer will be immediately notified. If, during the guest's search, it is discovered that a guest is keeping any illegal substance or alcohol (drugs such as cocaine, pot, or heroin, etc..) or an inappropriate/hazardous item (e.g., a legal but mood altering drug such as alcohol, prescription drugs,

or a weapon) the item(s) will be confiscated and the guests parole/probation officer will be notified immediately and will be subject to discipline and may be discharged.

### **SUICIDE ASSESSMENT AND PRECAUTIONS**

Suicidal expressions and gestures indicate serious emotional problems and life-threatening actions and must be taken seriously.

#### **The following precautions apply at the Auxiliary House:**

- 1) If a house guest reports that they are experiencing suicidal ideations, then Auxiliary House Manager will immediately notify 911 and their parole/probation officer.
- 2) Ensure that the guest is safe by: remaining with the guest until 911 arrives.
- 3) Auxiliary House Manager will call 911 and ask for assistance with transporting a suicidal guest.

### **SMOKING/VAPING**

Smoking /vaping on the premises is strictly prohibited. It is against fire codes and endangers personal safety. Guests may only smoke in designated area.

#### **Guidelines of this policy include:**

- A. Guests must purchase and keep their own tobacco products. Borrowing tobacco products is highly discouraged.
- B. Tobacco products shall be discarded in the appropriate receptacle/container.
- C. No e-cigarettes or vaping allowed inside the premises.

Any guest who violates this policy will be informed that he/she is in violation and will be told to stop the behavior in question. Failure to comply will result in disciplinary action and possible discharge from Auxiliary House. \*\*For the purpose of this policy, anyone using smokeless tobacco (Snuff, dip, chewing tobacco, etc.), Vaping, and Juuls follow the same No-smoking guidelines. NO EXCEPTIONS.

### **TYPES OF DISCHARGE/CRITERIA**

House guests records will accurately reflect the type of discharge that occurred when a guest is asked to leave Auxiliary House by management. This is for accuracy, research, and assessment if the guests were to re-apply for admission.

#### **The following procedure is in effect:**

Upon discharge, Auxiliary House Manager will assign one of the following designations for the type of discharge that the guest experienced.

##### **Transitioned as Planned:**

The guest has completed the requirements of Auxiliary House Transition in good standing and has **processed themselves leaving with the community of Auxiliary House Management and guests.**

##### **Standard/Rule Violation:**

1. The guest has violated a rule(s) that would endanger the community (e.g. using drugs or fighting).
2. The guest leaves the premises and/or program without permission and does not notify the Auxiliary House Management or peers ( if the guest is out past curfew or leaves during the night)

**Against Staff Advise:**

If the house guest chooses to leave Auxiliary House prior to the length of the stay that Auxiliary House has recommended.

**Early Transition:**

When the guest completes all the requirements early and is ready to be self-sufficient and responsible on their own.

**Incarceration:**

If the guest is booked into jail/prison

Auxiliary House Manager documents the type of discharge and files it into the guest's file.

**DISCHARGE CRITERIA:**

The indicators that a guest is ready for approved discharge are as follows:

- 1) The guest exhibits the capacity to apply the transitional program in their daily lives. They ask others for help as needed.
- 2) The guest presents honesty and is appropriately open with their feelings both in individual and group settings.
- 3) The guest consistently demonstrates the motivation to remain sober and self-sufficient.
- 4) The guest has developed an appropriate aftercare plan with Auxiliary House Manager and asks for feedback from their peers about the plan.

**PROCEDURE:**

- 1) After completion of the program, Auxiliary House Manager will enter a documented confirmation of discharge into the guest's file. This will include a summary of the guest's participation while attending Auxiliary House.
- 2) If a guest "drops out" or withdraws from the program for other reasons, this will also be documented in the guest's file. If the guest has signed the appropriate Release of Information forms, then all the referring agencies will be informed (including probation/parole officer, and/or court serves, etc.).

**RE-ADMISSION PROCEDURE:** Re-Admission is considered on a case-by-case basis, depending on the reason for the discharge. Guests that are asked to leave due to a relapse or referral to a higher care may be considered for re-admission. They may also be required to re-interview before returning.

## **GUEST FINANCES**

The guests are responsible for their personal finances. This skill of appropriately handling one's own finances is vital.

### **Proper guidelines for guest's:**

- 1) Guests should maintain bank accounts and have funds that they control on their own.
- 2) Guests may access their funds at their discretion for personal use and/or to pay Auxiliary House fees.

## **GUEST TRANSPORTATION**

All guests must learn to take responsibility for their own transportation needs, which must also be deemed adequate and appropriate. However, Auxiliary House Manager will be sure to get them to any medical appointments and parole/probation appointments if necessary.

### **The following procedure is set in place:**

- 1) Guests must provide their own transportation needs. If a guest owns their own vehicle, they may use it while living at the Auxiliary House. If they do not own a vehicle, they may use the bus for their transportation. Guests are responsible for the purchasing of their bus fare.
- 2) If a guest is in a medical or psychiatric emergency, then peers or Auxiliary House Manager will call 911 immediately and wait for the ambulance to arrive to transport the ill guest.

## **NON-DISCRIMINATION**

Auxiliary House does not discriminate against persons admitted into the program. It is the belief of Auxiliary House that all persons should have the opportunity to participate in a sober living/transitional facility. Auxiliary House doesn't discriminate based on race, religion, gender, national and ethnic origin, qualified disability (except for those who by any reason of their disability, would be unable to participate in the requirements of the program), sexual orientation, or HIV status. This policy applies to the Auxiliary House Owner, Auxiliary House Manager, and Auxiliary House Nurse.

**PROJECT SUMMARY:**  
 1. THIS PROJECT INCLUDES THE INSTALLATION OF (1) WET SPRINKLER SYSTEM THROUGHOUT THE 980 SQ FT HOUSE.  
 2. THE SPRINKLER SYSTEM WILL BE FED FROM THE SYSTEM RISER LOCATED IN THE BASEMENT LOCATED AT SOUTH END OF THE BUILDING. THE BUILDING STRUCTURE IS OF V TYPE CONSTRUCTION.

**GENERAL NOTES:**  
**PROJECT DESIGN:**  
 1. THE SYSTEM IS DESIGNED PER NFPA 13D (2019 EDITION).  
 2. THE SYSTEM SHALL BE HYDRO-STATICALLY TESTED AT 150 PSI FOR 2 HOURS.  
 3. ALL CONTROL VALVE SHALL HAVE TAMPER SWITCHES.  
 4. ALL CONTROL VALVES AND FLOW DEVICES TO BE MONITORED AT A CENTRAL LOCATION.  
 5. ALL HANGERS SHALL BE DESIGNED AND INSTALLED PER NFPA 13, CHAPTER 9.  
 6. THE BUILDING SHALL BE ABLE TO SUPPORT THE SPRINKLER PIPING. THIS IS THE RESPONSIBILITY OF THE OWNER AND/OR THEIR STRUCTURAL DESIGN REPRESENTATIVE.  
 7. THE BUILDING OWNER SHALL BE RESPONSIBLE FOR MAINTAINING HEAT AT OR ABOVE 40°F TO PREVENT THE WET SPRINKLER PIPING FROM FREEZING.  
 8. PAINTING OR INSULATION OF ANY SPRINKLER PIPING SHALL BE BY OTHERS.  
 9. ALL WIRING SHALL BE BY OTHERS.  
 10. ALL AREAS ARE DESIGNED TO RESIDENTIAL HAZARD, UNLESS OTHERWISE NOTED.  
 11. ALL VALVES SHALL BE ACCESSIBLE PER NFPA 13.  
 12. WORK TO BEGIN AT 3/4" TIE IN LOCATED IN BASEMENT.

**PROJECT MATERIAL:**  
 1. ALL SYSTEM COMPONENTS AND HARDWARE SHALL BE IN COMPLIANCE WITH NFPA13.  
 2. ALL EQUIPMENT SHALL BE U.L. LISTED.  
 3. CPVC PIPE SHALL BE 3/4" MINIMUM.  
 4. ALL HANGER MATERIAL SHALL BE AS NOTED IN HANGER DETAILS, UNLESS NOTED OTHERWISE.

**PROJECT INSTALLATION:**  
 1. AFF ELEVATIONS ARE TAKEN FROM TOP OF FINISHED FLOOR (0'-0")  
 2. 5TS ELEVATIONS ARE FROM TOP OF STEEL.  
 3. ALL PIPE PENETRATING AN EXTERIOR WALL TO BE GALVANIZED.

**LISTINGS & APPROVALS**

(152,4 mm) of the wall. The demand for the sprinklers shall be the greater of the minimum flow rates indicated in individual listing or calculated based on delivering a minimum of 0.1 gpm/sq ft (4.1 mm/min) over the design area in accordance with the provisions of NFPA 13:(2007) Section 11.3.1.2. The maximum sprinkler area of coverage shall not exceed 18 ft x 18 ft (5,5 m x 5,5 m). Piping shall be mounted directly to the side wall.  
 - When applying criteria having a minimum 0.1 gpm/sq ft (4.1 mm/min), Schedule 80 fittings must be used when sizes are 1 1/2 in. (DN40) and larger.  
 - Solvent cement joints shall be made with TFP-500 or TFP-600 One Step Solvent Cement.

**Unfinished Basements - Exposed Installations**

**Solid and Composite Wood Joists (UL and C-UL)**  
 TYCO CPVC Pipe and Fittings may be installed without protection (exposed) in unfinished basements in accordance with NFPA 13D when subject to the following additional limitations:  
 • The ceiling shall be horizontal and constructed utilizing solid wood joists or composite wood joists with a nominal depth of 16 in. (406,4 mm) or less on maximum 24 in. (609,6 mm) centers.  
 • The distance from the floor to the bottom of the joists shall be between 7 ft and 10 ft (2,1 m and 3,0 m).  
 • Listed residential pendent sprinklers with a maximum temperature rating of 155°F (68°C) and a minimum K-factor of 4.9 are to be used for this type of installation. The maximum sprinkler spacing shall not exceed 16 ft (4,9 m). Lesser areas are also permitted. The system is to be designed based upon the Listed flows for the sprinkler selected except that the flow for a single sprinkler or for multiple sprinklers flowing is to be not less than 13 gpm (49,2 lpm) per sprinkler. The sprinklers are to be installed with their deflectors a maximum of 1 3/4 in. below the bottom of the solid wood or composite wood joists in anticipation of future installation of a finished ceiling. (Refer to NFPA 13D, Section 8.2.4, 2016 Edition).  
 • Schedule 80 fittings in the 1 1/2 in. and larger sizes shall be used.  
 • All solvent cement joints shall be made with One Step Solvent Cement (TFP-500 or TFP-600).  
 • The maximum length along the joist shall not exceed 40 ft (12,2 m). When the length exceeds 40 ft (12,2 m), blocking shall be utilized. The blocking shall be constructed of minimum 1/2 in. (12,7 mm) plywood, minimum 3/8 in. (9,5 mm) gypsum wallboard or batt insulation with a minimum thickness of 3 1/2 in. (89 mm). These blocking materials shall be the full depth of the joists. When batt insulation is used as blocking, it must be a single piece of insulation. The insulation must be secured in place with metal wire netting which must encase the insulation on both of the exposed sides. The metal wire netting is required to hold the insulation in place and prevent it from being dislodged or repositioned over time. It is acceptable for items such as piping, wires, ducts, etc. to penetrate the blocking. The gap between the item penetrating the blocking and the blocking should be minimized. For installations where the gap exceeds 1/4 in. (6,4 mm), the gap shall be filled with insulation, caulking, or other suitable material.

• When installing TYCO BlazeMaster® CPVC pipe and fittings perpendicular to the joists:  
 - System mains installed below the joists shall use listed support devices for thermoplastic sprinkler piping or other listed support devices which mount the piping directly to the bottom of the joists.  
 - System mains and branch lines installed through the joists using holes, for support, shall be at or below the center of the depth of the joist. The holes should be oversized to allow for movement and located to not impair the structural integrity of the joists.

**CAUTION**

When drilling holes in the joists, the structural integrity must be maintained. Consult the Authority Having Jurisdiction (AHJ) or building code for requirements.

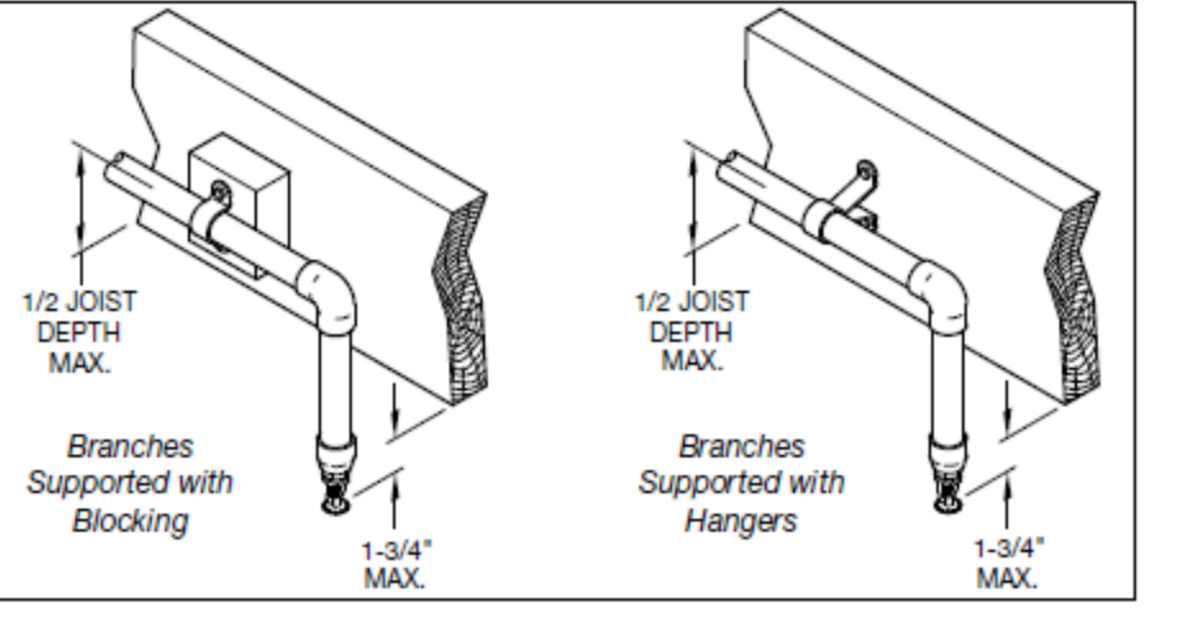
• When installing TYCO BlazeMaster® CPVC pipe and fittings parallel to the joists:  
 - System mains and branch lines shall be installed in the cavity below the bottom of the ceiling and above the bottom of the joist. The pipe and fittings shall be located at or below the center of the depth of the joist. The pipe shall be installed utilizing listed support devices for thermoplastic sprinkler piping or other listed support devices which mount the piping directly to nominal 2 in. wood blocking or listed support devices for thermoplastic sprinkler piping which offset the pipe a nominal distance of 1 1/2 in. from the joists.

**NOTE:**

Use of TYCO CPVC Pipe and Fittings is limited to basements where the quantity and combustibility of contents is low and fires with relatively low rates of heat release are expected. For additional information regarding the assembly and installation of TYCO CPVC Pipe and Fittings refer to the manufacturer's installation instructions.

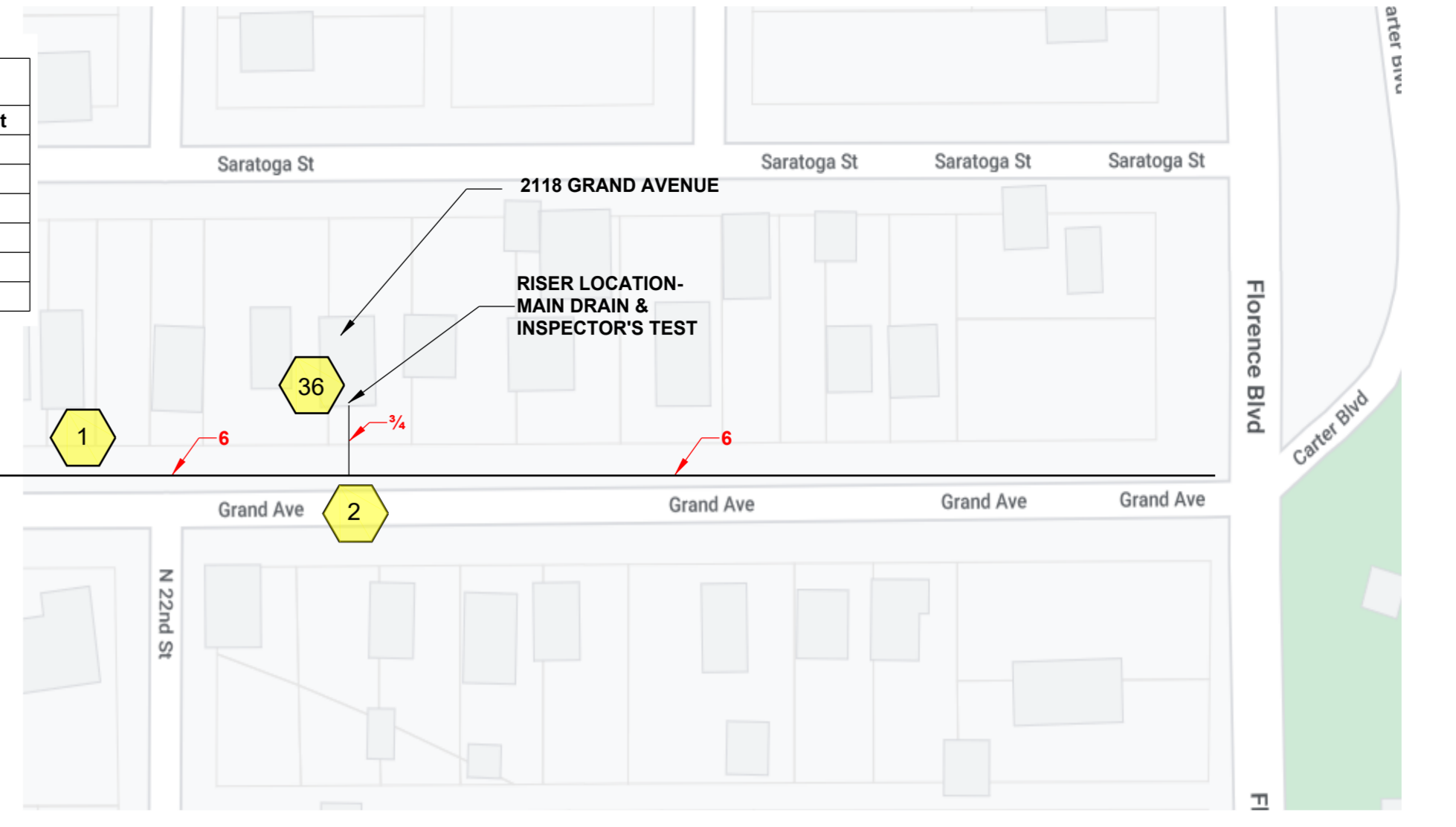
• The instructions shown here for Unfinished Basements with Exposed Solid Wood or Composite Wood Joists require the use of Schedule 80 fittings when sizes are 1 1/2 in. (DN40) and larger.  
 Use of TYCO CPVC Pipe and Fittings is limited to basements where the quantity and combustibility of contents is low and fires with relatively low rates of heat release are expected.

Figure 5 - Unfinished Basement, Branch Line Support



**Supply Flow Test Data**

Test Conducted By	Metropolitan Utilities District
Date of Test	7/20/2022
Location	2200 Grand Avenue
Hydrant Numbers	40014455
Static Pressure	94.000
Residual Pressure:	74.000
Flow	2749.00



**Sprinkler Legend**

Symbol	Manufacturer	SIN	Model	Wrench	K-Factor	Type	Size	Response	Finish	Temperature	Quantity
	Viking	VK486	Freedom	21475	4.0	Sidewall	1/2	Quick	White Polyester	175°F	13
	Viking	VK468	Freedom	21475	4.9	Pendent	3/4	Fast	Brass	175°F	5
	Viking	VK178	VK178	07297	5.6	Sidewall	1	Quick	Chrome	175°F	2
											<b>Total = 20</b>

**SPRINKLER SPACING NOTES**

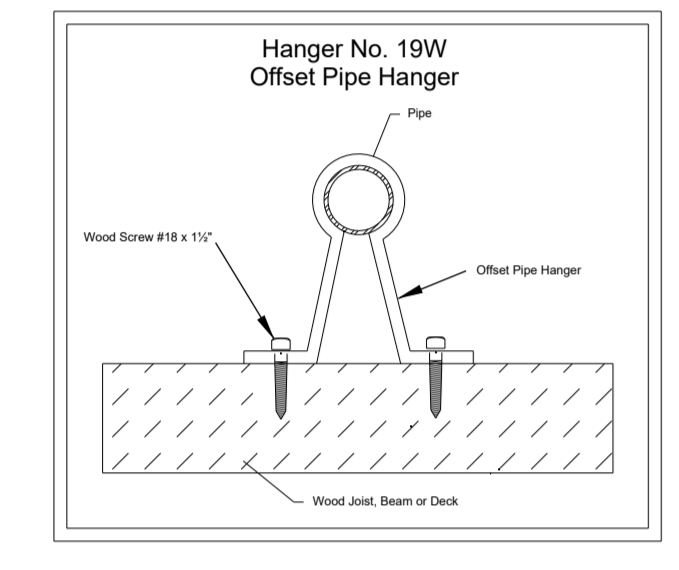
VK468, RESIDENTIAL PENDENT, MODEL FREEDOM, RESIDENTIAL HAZARD
VK486, RESIDENTIAL SIDEWALL, MODEL FREEDOM, RESIDENTIAL HAZARD
VK178, DRY HSW, MODEL VK178, RESIDENTIAL HAZARD, MAX 7' OFF WALL, 196 SQ FT

**Hydraulic Information**

Remote Area RA1	
OCCUPANCY CLASSIFICATION	Residential
DENSITY (gpm/ft²)	0.05 for 900ft² (Actual 162ft²)
TOTAL HEADS FLOWING	2
K-FACTOR	4
TOTAL PRESSURE REQUIRED	67.336
BASE OF RISER (gpm)	22.41
BASE OF RISER (psi)	67.336
SAFETY MARGIN (psi)	+26.661 (28.4%)

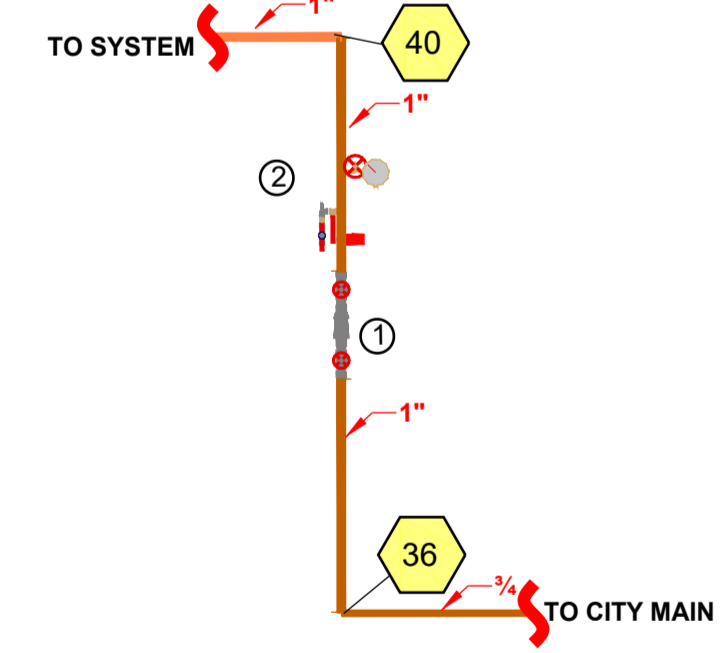
**Hydraulic Information**

Remote Area RA2	
OCCUPANCY CLASSIFICATION	Residential
DENSITY (gpm/ft²)	0.05 for 900ft² (Actual 144ft²)
TOTAL HEADS FLOWING	1
K-FACTOR	4
BASE OF RISER (gpm)	13.02
BASE OF RISER (psi)	40.791
SAFETY MARGIN (psi)	+53.208 (66.6%)



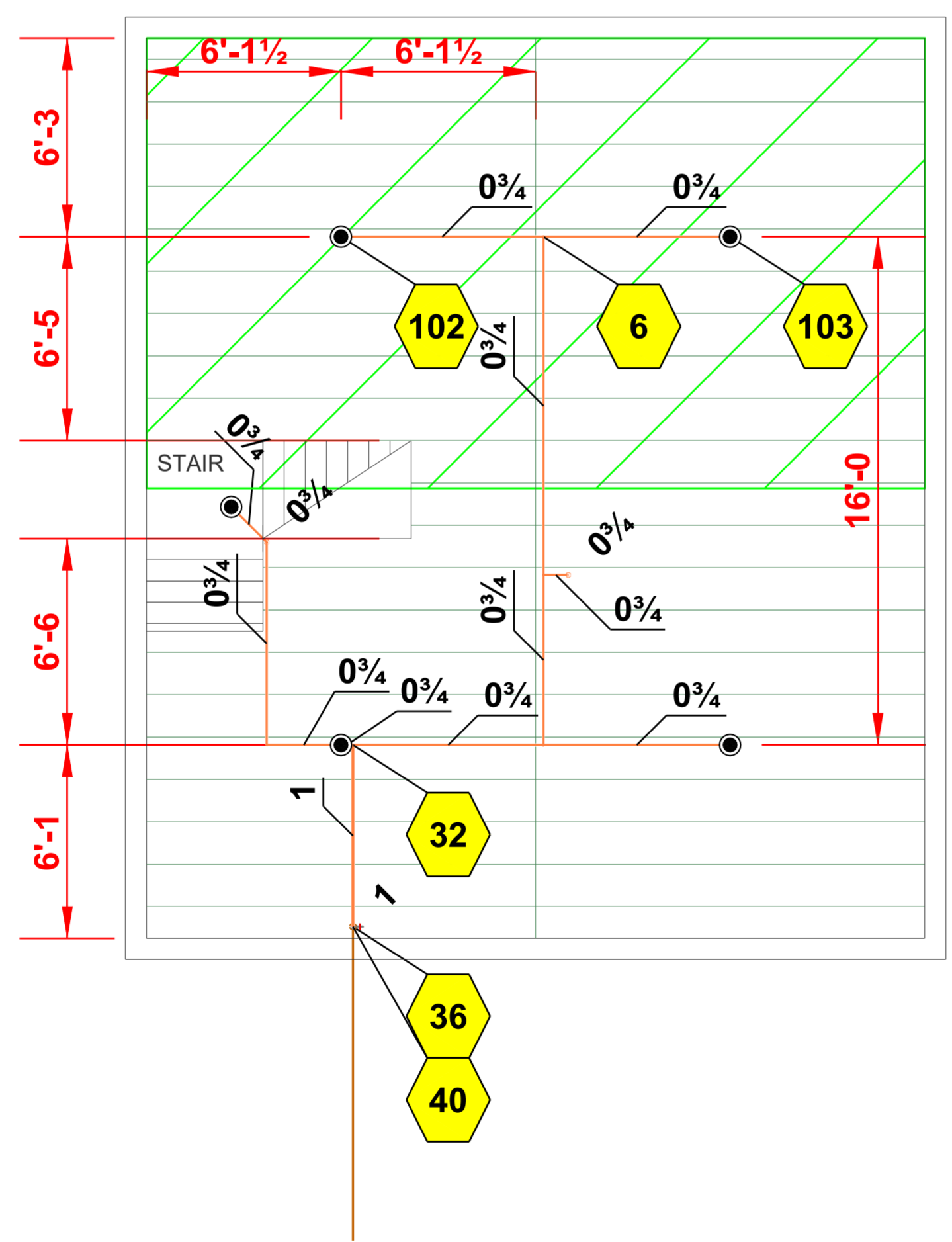
**Hydraulic Information**

Remote Area RA4	
OCCUPANCY CLASSIFICATION	Residential
DENSITY (gpm/ft²)	0.05 for 900ft² (Actual 347ft²)
TOTAL HEADS FLOWING	2
K-FACTOR	4.9
TOTAL PRESSURE REQUIRED	59.237
BASE OF RISER (gpm)	25.96
BASE OF RISER (psi)	59.237
SAFETY MARGIN (psi)	+34.760 (37.0%)



**RISER SECTION**  
 SCALE: 1/2"=1'-0"

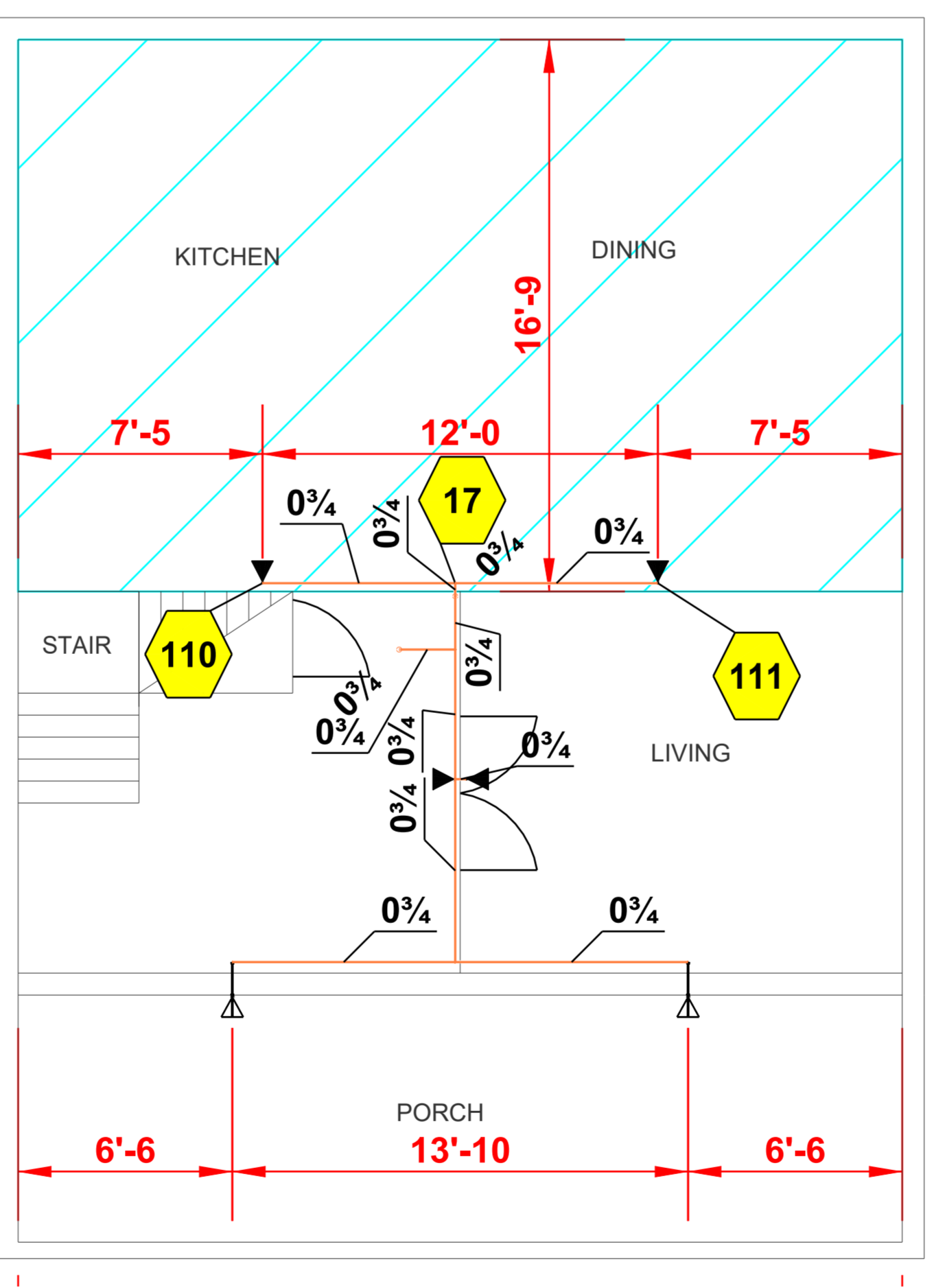
RISER SECTION LIST OF MATERIAL  
 ① 1" THR AMES 2000B BACK FLOW PREVENTER W/PULL ROPE TAMPER  
 ② 1" THR RISER MANIFOLD W/4.0 TEST AND 175 PRV



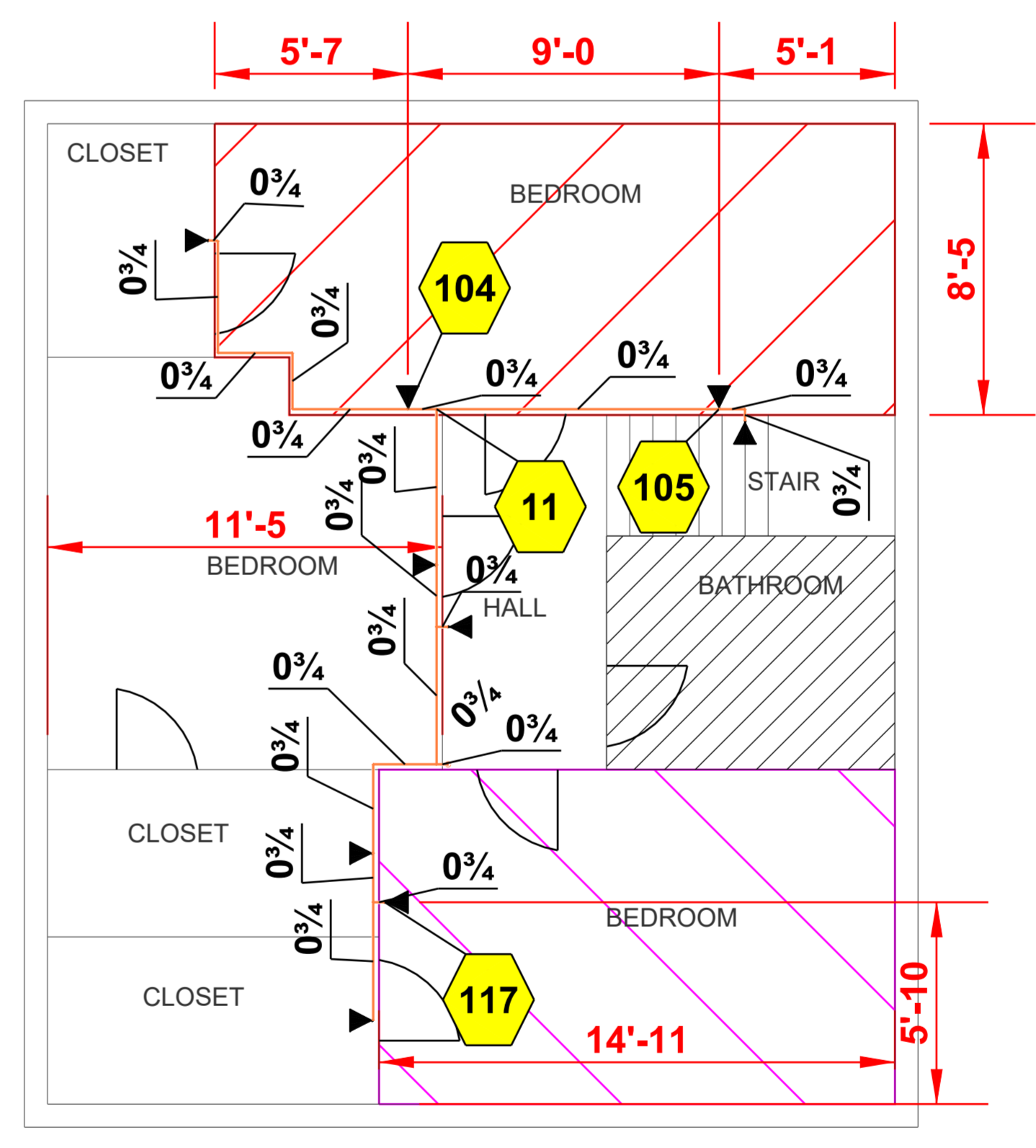
**BASEMENT FIRE SPRINKLER PLAN**  
 SCALE: 1/4"=1'-0"

**Hydraulic Information**

Remote Area RA3	
OCCUPANCY CLASSIFICATION	Residential
DENSITY (gpm/ft²)	0.05 for 900ft² (Actual 449ft²)
TOTAL HEADS FLOWING	2
K-FACTOR	4
BASE OF RISER (gpm)	32.02
BASE OF RISER (psi)	91.263
SAFETY MARGIN (psi)	+2.731 (2.9%)

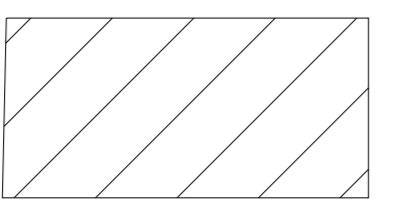


**FIRST FLOOR FIRE SPRINKLER PLAN**  
 SCALE: 1/4"=1'-0"



**SECOND FLOOR FIRE SPRINKLER PLAN**  
 SCALE: 1/4"=1'-0"

HATCHED SECTIONS INDICATE CLOSETS LESS THAN 24 SQ FT AND BATHROOMS LESS THAN 55 SQ FT



**AREA OF PROTECTION:**  
 VICINITY PLAN  
 GENERAL NOTES  
 FIRE SPRINKLER PLANS

**SYMBOLS AND ABBREVIATIONS**

	EXISTING SPRINKLER PIPE
	SPRINKLER MAIN PIPE
	SPRINKLER LINE PIPE
	HYDRAULIC REFERENCE NODE
	0' TS CL
	DENOTES CL OF PIPE ABOVE FINISH FLOOR
	0' TS CL
	DENOTES CL OF PIPE BELOW TOP OF STEEL
	HANGER LOCATION

**MAXIMUM SPACING BETWEEN HANGERS**

PIPE SIZE	MAX. SPACING
1/2"	12'-0"
3/4"	12'-0"
1"	12'-0"
1 1/4"	12'-0"
1 1/2"	12'-0"
2"	12'-0"
2 1/2"	12'-0"
3"	12'-0"
3 1/2"	12'-0"
4"	12'-0"
4 1/2"	12'-0"
5"	12'-0"
5 1/2"	12'-0"
6"	12'-0"
6 1/2"	12'-0"
7"	12'-0"
7 1/2"	12'-0"
8"	12'-0"
8 1/2"	12'-0"
9"	12'-0"
9 1/2"	12'-0"
10"	12'-0"
10 1/2"	12'-0"
11"	12'-0"
11 1/2"	12'-0"
12"	12'-0"

**REVISIONS**

NO.	DESCRIPTION

**AUXILIARY HOUSE**  
 2118 GRAND AVENUE  
 OMAHA, NE 68110

**TOTAL FIRE & SECURITY**  
 408 E. 1st STREET  
 FREMONT, NE 68025  
 PHONE: 844-275-FIRE (3473)  
 WWW.TOTALFIRE-SECURITY.COM  
 MARK DONNER NICET #101378

**NE LIC #19037**

**NFPA 13D 2019**

DESIGN BY	JDA	DESIGN BY	JDA
CHECK BY	MD	CHECK BY	MD
DATE	8/29/22	DATE	AS NOTED
PROJECT NUMBER	SP-010?	SHEET NUMBER	126494
TITLE	FP-1 of 1		

# SITE PLAN

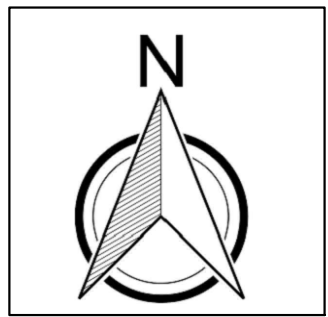
2118 Grand Ave

Omaha, NE 68110

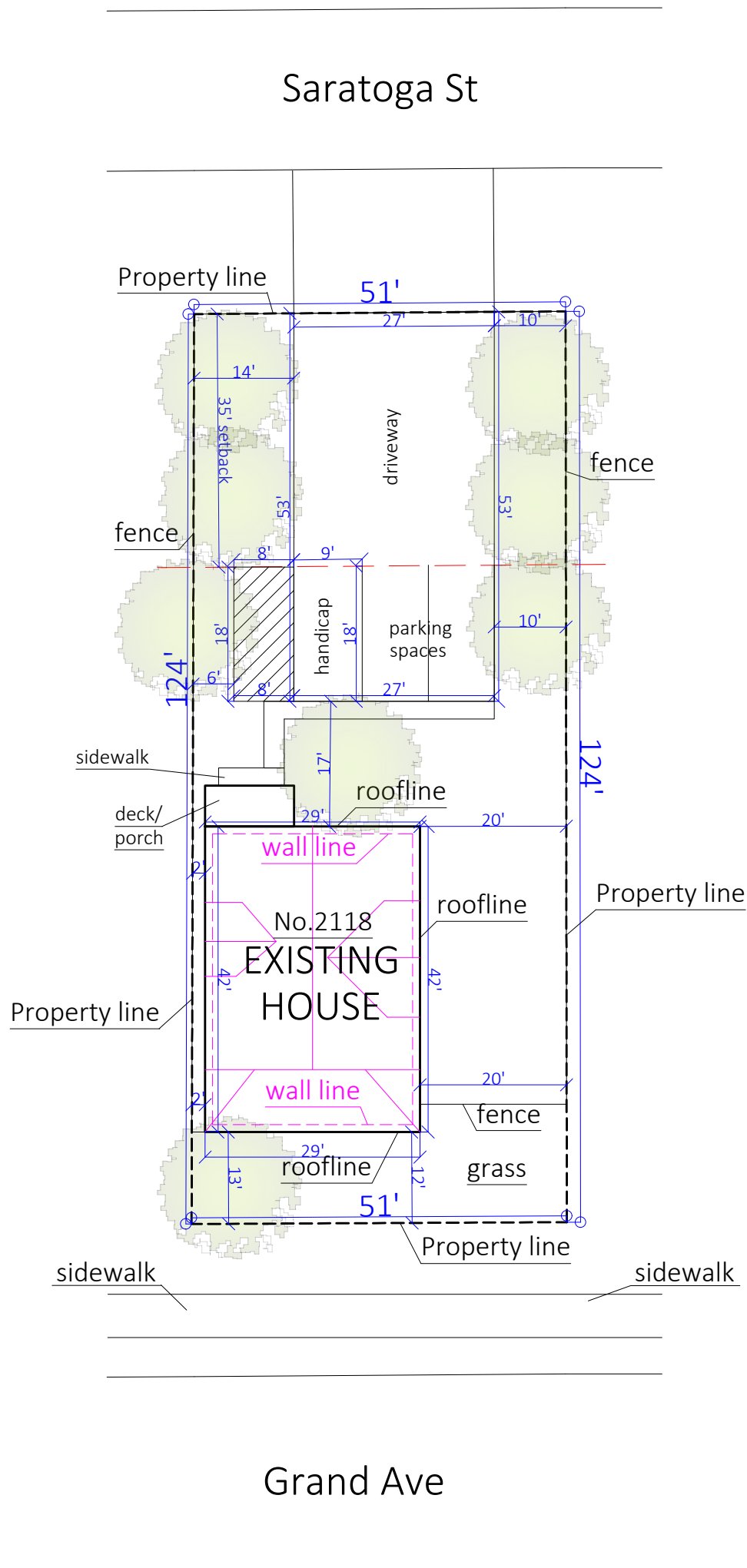
Parcel ID: 2004270000

Lot area: 0.14 Acres

Plot Size: 11"x17"



scale 1"=20'



Created by:

