

**State of Nebraska
Legislative Council
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES (RE-BID)**

SOLICITATION NUMBER	RELEASE DATE
LMHCSPC RFP REBID	November 1, 2023
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 3, 2023 2:00 p.m. Central Time	Executive Board of the Legislative Council

PLEASE READ CAREFULLY!

General Information

This solicitation is designed to obtain proposals from contractors with expertise in inpatient mental health care delivery for the purpose of serving as a consultant to the Legislative Mental Health Care Capacity Strategic Planning Committee (“the Committee”), as provided in [Neb. Rev. Stat. 50-702](#). Terms and Conditions, Project Description and Scope of Work, Proposal Instructions, and Cost Proposal Requirements are described in Neb. Rev. Stat. 50-702 and this document.

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.

All information pertinent to this request for proposal can be found at:
<http://das.nebraska.gov/materiel/purchasing.html>

No late proposals will be accepted.

Nature, Scope, and General Requirements

Neb. Rev. Stat. 50-702 creates the Legislative Mental Health Care Capacity Strategic Planning Committee and requires the committee to contract with an independent consultant with expertise in inpatient mental health care delivery. The contract shall be awarded based on competitive bids and subject to the approval of the Executive Board of the Legislative Council upon a recommendation of a majority of the committee.

The consultant shall assist the committee in determining the necessary capacity for inpatient mental health care beds for both state-operated and privately-owned facilities based on best practices in mental health care. The consultant shall provide recommendations to achieve the necessary capacity if the current state inpatient mental health bed capacity is insufficient.

On or before November 1, 2024, the consultant shall provide a written report of its findings and recommendations to the Legislative Mental Health Care Capacity Strategic Planning Committee.

The findings and recommendations shall include an empirical analysis of current capacity for inpatient mental health care and a methodology for the report’s conclusions.

The successful bidder will have expertise in inpatient mental health care delivery.

The successful bidder must be able to begin the study immediately after receiving the award of bid.

The successful bidder must be able to complete the study on or before November 1, 2024.

Point of Contact

Responsibilities for this solicitation resides with the Legislative Mental Health Care Capacity Strategic Planning Committee. The point of contact (POC) is as follows:

Name: Senator John Cavanaugh
Chair, Legislative Mental Health Care Capacity Strategic Planning Committee
Agency: Legislative Council
Address: 1445 K Street
P.O. Box 94604
State Capitol
Lincoln, NE 68509
Telephone: 402-471-2723
E-mail: jcavanaugh@leg.ne.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 Legislative Council has designed as responsible for negotiating the contract. Only the POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the Executive Board of the Legislative Council after recommendation by the Legislative Mental Health Care Capacity Strategic Planning Committee, can award the contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to the above 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 by the POC; and
3. Contact required for negotiation and execution of the final contract.

Schedule of Events

ACTIVITY	DATE
Release of Solicitation	November 1, 2023
Last day to submit written questions to POC	November 10, 2023
Response to written questions sent to jcavanaugh@leg.ne.gov	November 13, 2023
Start of Evaluation Period	November 17, 2023
Last day to submit proposal in writing is December 1, 2023	
Address:	c/o Legislative Mental Health Care Capacity Strategic Planning Committee
Agency:	Legislative Council
Address:	1445 K Street P.O. Box 94604 State Capitol Lincoln, NE 68509
E-mail:	jcavanaugh@leg.ne.gov
Review and evaluation period	No earlier than November 17, 2023
Notification of intent to award	No later than December 8, 2023
Contract award	No later than December 8, 2023
Contractor start	No later than December 8, 2023

***All responses to written questions shall be posted at <http://news.legislature.ne.gov/dist09/>**

Evaluation of Proposals

Proposals will be evaluated by the members of the Committee. All proposals that are responsive to the solicitation will be evaluated in accordance with the criteria set forth below:

1. Corporate overview, including but not limited to:
 - a. The ability, capacity, and skill of the contractor to deliver the required study document that meets the requirements of the solicitation;
 - b. The experience, reputation, and efficiency of the contractor;
 - c. The contractor's expertise in inpatient mental health care delivery;
 - d. Whether the contractor can perform the contract by 11/1/2024;
 - e. The quality of the contractor's performance on prior contracts;
 - f. Such other information that may have a bearing on the decision to award the contract.
2. Technical approach; and
3. Cost proposal.

The Committee reserves the right to reject any or all proposals, wholly or in part, in the best interests of the Legislative Council.

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 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.

Award

The Committee reserves the right to evaluate the proposals in a matter utilizing criteria selected at the committee's discretion and in the Legislative Council's best interest.

The Executive Board of the Legislative Council reserves the right to award the contract after consideration of the recommendation by a majority of the members of the Committee.

Once intent to award decision has been determined, it will be posted at <http://news.legislature.ne.gov/exe/>

Terms and Conditions

Independent contractor

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.

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.

If the Contractor intends to utilize a subcontractor, **the subcontractor shall have knowledge of all or portions of the areas in the state that are included within this study.** The subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal.

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.

Secretary of State/Tax Commissioner Registration

The contractor and any subcontractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements.

Governing Law

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.

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.

Amendment of contract

The contract may be amended in writing, within the scope, upon agreement of both parties.

Breach

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 Legislative Council 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 Legislative Council 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 Legislative Council may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the Legislative Council 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 Legislative Council's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

Indemnification

The Contractor agrees to defend, indemnify, and hold harmless the Legislative Council 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 Legislative Council which directly and proximately contributed to the claims.

Confidentiality

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.

Early termination

The contract may be terminated as follows:

1. The Legislative Council and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The Legislative Council, 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.

Employee work eligibility

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.

EEOC Compliance and Nondiscrimination

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.

Drug Free Workplace

The Contractor certifies it maintains a drug free work place 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 Legislative Council.

Ownership of information and date in report

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

The Legislative Council 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.

Evidence of insurance

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the Legislative Council with a current Certificate of Insurance/Acord Form (COI) verifying the coverage.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State/Legislative Council. 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.

Advertising

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

Payment

Advance payment is prohibited. Invoices for payments must be submitted monthly by the contractor to the Legislative Council with sufficient detail to support payment. Invoices shall be sent to:

Legislative Accounting & Business Office
ATTN: Caroline McGlothlin
1445 K Street
P.O. Box 94604
State Capitol
Lincoln, NE 68509

Telephone: 402-471-2226

E-mail: cmcglathlin@leg.ne.gov

Payment shall be made by the Legislative Council in compliance with the State of Nebraska Prompt Payment Act.

The Legislative Council 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.