

PUBLIC NOTICE

REQUEST FOR PROPOSAL (RFP)

Nebraska Vocational Rehabilitation (VR) requests proposals for the completion of a Comprehensive Statewide Needs Assessment (CSNA). This assessment will assist Nebraska VR in evaluating its priorities and establishing an action plan to guide future rehabilitation program development including the development of the Combined State Plan for Nebraska's Workforce System. Nebraska VR intends to contract with a qualified applicant to complete the CSNA by November 30, 2019.

Copies of the RFP are available at <http://www.vr.nebraska.gov> or by contacting Nebraska VR at 402-471-3649 or toll free at 877-637-3422.

Proposals are due by 5PM CST on 8/23/19.

Nebraska VR Request for Proposals
Comprehensive Statewide Needs Assessment
Release date: August 5, 2019
Submission deadline: August 23, 2019

Intent

Nebraska Vocational Rehabilitation (Nebraska VR) requests proposals for the completion of a Comprehensive Statewide Needs Assessment (CSNA). The CSNA is designed to satisfy requirements in the Rehabilitation Act of 1973, as amended, and produce useful and timely information. A detailed description of CSNA and its requirements by the Rehabilitation Services Administration (RSA) can be found at the following website: [VR Needs Assessment Guide](#).

The objectives of Nebraska VR are:

- Complete a Comprehensive Statewide Needs Assessment (CSNA) for Nebraska VR;
- Ensure the Needs Assessment follows all relevant federal guidelines ([34 CFR Parts 361-397](#)), specifically [34 CFR Part 361.29](#);
- Have the CSNA 2019 completed by November 30, 2019.

The CSNA will require analytical fact finding and the understanding of services provided to individuals who experience a disability. The CSNA will be available to all Agencies, Agency Partners, and the general public. The work will include the total geographic area of the State of Nebraska. This 2019 assessment will assist Nebraska VR in evaluating its priorities and establishing an action plan to guide future rehabilitation program development including the development of the Combined State Plan for Nebraska's Workforce System.

Request for Proposal Schedule

Notice of Request for Proposals: 8/5/2019

Proposal Due Date: 8/23/2019 @ 5PM CST

Notification of Selected Proposals: 8/28/2019

A signed contract will be required before services can begin. All Proposed Services must be provided within the contract dates (No expenses will be paid for outside of contract dates including preparation costs).

Review Criteria and Selection Process

Applicant proposals must meet or exceed requirements described in this RFP. All proposals will be evaluated using the same criteria and scoring process. Nebraska VR will evaluate proposals on a variety of quantitative criteria and reserves full discretion to determine the competence and responsibility, professionally and/or financially of all vendors. All assignment of points shall be at the sole discretion of Nebraska VR. Nebraska VR has the sole right to select the successful vendor for award, as a result of this RFP, after which a contract will be executed.

Proposal and Budget Narrative Instructions

Applicant proposals should present information in the following order:

1. Executive Summary (5 points). Provide a summary and overview of the services being offered including all of the following information:

- Statement that demonstrates the Applicant has read and understands the terms and conditions of the RFP;
- An overview of the Applicant's plans for complying with the specifications of the RFP;
- Statement assuring compliance with the Standard Addenda to NDE Contract (attached);
- Statement assuring documents produced under the RFP will incorporate all requirements and components of Section 508 of the Rehabilitation Act of 1973 (as amended); and
- Any other summary information the Applicant deems to be pertinent.

2. Experience (10 points). Include a brief overview of the organization and the experience and qualifications of key personnel involved in the activity or service(s).

The Applicant must provide the following information regarding its experience:

- Number of years in business;
- Number of years of experience with providing the types of services sought by the RFP;
- The level of technical experience in providing the types of services sought by the RFP;
- A list of all goods and/or services similar to those sought by this RFP that the Applicant has provided to other businesses or governmental entities; and
- Letters of reference from three (3) previous or current customers or clients knowledgeable of the Applicant's performance in providing goods and/or services similar to the goods and/or services described in this RFP and a contact person and telephone number for each reference.

3. Work Plan (40 points). Describe how the CSNA will meet the requirements of 34 CFR 361.29.

- Describe how the Applicant will provide information about individuals with disabilities particularly in the following areas:
 1. What are the rehabilitation needs of individuals with disabilities, particularly the vocational rehabilitation service needs of individuals with the most significant disabilities including their need for supported employment services?
 2. What are the vocational rehabilitation service needs of minorities?
 3. What are the vocational rehabilitation service needs of individuals with disabilities who have been unserved or underserved by the vocational rehabilitation program?
 4. What are the vocational rehabilitation service needs of individuals with disabilities served through other components of the statewide workforce investment system?
 5. What are the vocational rehabilitation service needs for youth with disabilities, and students with disabilities, including their need for pre-employment transition services or other transition services?
 6. What is the need to establish, develop or improve community rehabilitation programs within the state?
- Describe the information and reports that will be available with the completed CSNA;
- Describe how the Applicant will be able to review interactions with Agency, Agency Partners, individuals with disabilities, and Education Partners;

- Describe how the respondent can include the whole geographic area of the State of Nebraska;
- Describe how the respondent will ensure the assessment is comprehensive in nature;
- Describe how the Applicant will analyze data and provide projections;
- Describe how the Applicant will focus on identifying deficiencies in rehabilitation services delivery;
- Describe how the Applicant will provide recommendations for improving program performance;
- Describe how the Applicant will review the current state of previously identified priorities; and
- Provide an example of the final format.

4. Research (5 points).

- Provide a list of data resources the Applicant would require from Nebraska VR;
- Describe how the Applicant would gather additional data required to complete the CSNA;
- Describe the research methods that will be used to gather data; and
- Describe how data gathered will be safeguarded by the Applicant.

5. Analysis and Reporting (5 points).

- Describe how analysis will be provided to the agency;
- Describe how the Applicant will ensure all final reporting can be understood by a variety of internal and external audiences;
- Describe how feedback will be gathered from any participants; and
- Describe how often progress reports will be provided to the Agency.

6. Implementation Plan (10 points).

- Describe recommended implementation strategy including on-site coordination and support services;
- Identify any third parties involved in the Applicant's implementation strategy and describe these relationships;
- Provide an estimate of State of Nebraska staff time required to complete the CSNA; and
- Provide an implementation schedule based on weekly milestones (not dates).

7. Evaluation (5 points). Describe the measures to be used to track and evaluate whether the proposed goal and objectives were met.

8. Budget (20 points). Provide a detailed line item budget and budget narrative describing an appropriate and realistic budget for all activities. Include clear and concise justifications for expenses for the full-time period of the proposal.

Submittal Instructions

- Submit an electronic copy with a signed cover letter via email with any supporting documentation by 5:00 pm Central Standard Time on August 23, 2019 to Cinda Wacker, Nebraska VR at cinda.wacker@nebraska.gov.
- All proposals should be submitted under a subject title: Nebraska VR RFP: Comprehensive Statewide Needs Assessment.
- Proposals should be written in 12 point font and double spaced, with a maximum of 10 pages.

Attachments

- *Standard Addenda to NDE Contract*

STANDARD ADDENDA TO NDE CONTRACT

- I. Work Paid by Other Public Funds. The Contractor agrees that the contract work to be performed shall not be performed on time that is paid for by other public (i.e. any government) funds.
- II. Access to Records. The Contractor agrees to maintain complete records regarding the expenditures of funds provided by NDE under this Contract. The Contractor agrees to allow free access at reasonable times by authorized representatives of NDE and the funding Federal Agency and United States Comptroller General, if appropriate, to all records generated and/or maintained as a result of this Contract. Such access to records by the above shall continue beyond termination of this Contract for a period of three (3) years.
- III. Non-discrimination. The Contractor agrees to comply fully with Title VI of the Civil Rights Act of 1964, as amended, and the Nebraska Fair Employment Practice Act, as amended, in that there shall be no discrimination against any employee who is employed in the performance of this Contract, or against any applicant for such employment, because of age, color, national origin, race, religion, creed, disability, or sex. This provision shall include, but not be limited to, employment, promotion, demotion, transfer, recruitment, layoff termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert a similar provision in all subcontracts for services allowed under Contract.

If the contractor is entering into a contract with NDE for operation of any educational program or activity that is authorized or extended by the United State Department of Education, contractor shall comply with Title IX of the Education Amendments of 1972 (20 U.S.C. 1681-1688), regarding the prohibition of the following: the exclusion of any person from participation in, denying the benefits of, or subjection to discrimination in any such program or activity on the basis of sex.

- IV. Americans with Disabilities Act. The contractor shall comply with the Americans with Disabilities Act (29 CFR 1601, 28 CFR 35), as applicable.
- V. Drug-Free Workplace. The Contractor certifies that (s)he operates a drug-free workplace and during the terms of this Contract will be in compliance with the provisions of the Drug-Free Workplace Act of 1988.
- VI. Debarment/Suspension Certification. (This certification is only applicable to federally funded contracts for amounts of \$25,000 or greater.) The Contractor certifies, by signature on this Contract, that neither it nor its principals is presently debarred, suspended, recommended for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. If the Contractor is unable to certify to any of the statements in this certification, the Contractor will attach an explanation to this Contract (Reference 34 CFR Part 85, Appendix B).
- VII. Technology Access. All contracts, that include provisions of technology products, systems, and services, including data, voice, and video technologies, as well as information dissemination methods, for the state of Nebraska will comply with the Nebraska Technology Access Standards adopted pursuant to *Nebraska Revised Statute* section 73-205. These Standards are available for viewing at NDE and on the Web at <http://nitc.ne.gov/standards/2-201.html>, and are incorporated into this contract as if fully set forth therein.
- VIII. Product Ownership. The Contractor agrees that no authority or information gained through the existence of and performance under this Contract will be used to obtain financial gain for the Contractor, for any member of the Contractor's immediate family, or for any business with which the Contractor is associated except to the extent provided by the Contract. The Contractor further agrees that anything produced, developed, prepared, or created under the terms of this Contract shall become the property of NDE.
- IX. Presentation/Workshop Requirements. The following provisions apply to contracts in which the contractor makes a presentation or conducts a workshop.
 - a) The contractor will provide copies of all materials used in the workshop to staff in advance of, or immediately following, the workshop. In the case of copyrighted materials, the contractor must clearly identify the materials that are copyrighted and specify conditions/limitations of distribution.

- b) The contractor gives permission to NDE to videotape all presentations. Subsequent use of the videotape by NDE will only be for quality control and archive purposes and not for future training activities, unless specifically provided for elsewhere in this agreement.
 - c) The contractor and/or speakers will clearly distinguish their personal opinions from NDE positions.
- X. Copyright. NDE retains the right to copyright any materials produced under this Contract unless otherwise provided in this Contract. If the contract is federally funded, the federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under the contract, and (b) Any rights of copyright to which NDE purchases ownership with federal funding support.
- XI. Confidentiality. The Contractor agrees that any and all information gathered in the performance of this Contract, either independently or through NDE, shall be held in the strictest confidence and shall be released to no one other than to NDE without prior written authorization of NDE. Only provisions contained in this Contract authorizing specific exceptions to this general confidentiality provision shall allow the Contractor to release information as provided.
- XII. Subcontractors. The Contractor agrees that no subcontractors shall be utilized in the performance of this Contract without the prior written authorization of NDE.
- XIII. Workers Compensation. If a contractor has employees or subcontractors, the Contractor will attach a copy of the Certificate of Insurance for Worker's Compensation or the waiver permitted by §48-115 RRS 1993.
- XIV. Contractor Indirect or F&A Costs. Contractors, who have an approved indirect cost rate or Facilities and Administration cost rate(s), must record as direct costs their costs paid from the proceeds of this contract, excluding proceeds for Indirect or F&A Costs. Reference Federal the applicable Federal OMB Circular.
- XV. Assignability. The Contractor agrees not to assign or transfer any interest, rights, or duties in this Contract to any person, firm, or corporation without prior written authorization of NDE.
- XVI. Amendment. This Contract may be amended at any time in writing upon the agreement of both parties.
- XVII. Cancellation. Except as otherwise provided herein, this Contract may be canceled by either party with thirty (30) days written notice. Settlement for such cancellation shall be negotiated between the parties based upon specified deliverables completed by the Contractor and accepted and usable by NDE. Settlement shall be based on the date of termination notice if the Contractor initiates termination or the identifiable percentage effort expended by the Contractor if NDE initiates termination.

Contracts that create an employer-employee relationship may be cancelled immediately by NDE in the event that: (a) NDE determines that the results of any background checks reveal information about the contractor that NDE determines is an unacceptable result for the continuation of the employment relationship; (b) NDE determines that the contractor engaged in any behavior or activity that is cause for termination of employment under the NDE Personnel Rules; or (c) NDE determines that the contractor has failed to perform satisfactorily.

- XVIII. Breach of Contract. If the Contractor breaches this Contract, NDE may, at its discretion, terminate the Contract immediately upon written notice to the Contractor. NDE shall pay the Contractor only for such performance as has been properly completed and is of use to NDE. NDE may, at its discretion, contract for provision of the services required to complete this Contract and hold the Contractor liable for all expenses incurred in such additional contract over and above the total cost of performance set forth herein at Paragraph 3 of this contract. This provision shall not preclude the pursuit of other remedies for breach of contract as allowed by law.

- XIX. Unavailability of Funding. Due to possible future reductions in State and/or Federal funds, NDE cannot guarantee the continued availability of funding of this Contract notwithstanding the consideration stated above. In the event funds to finance this Contract become unavailable, either in full or in part, due to such reductions, NDE may terminate the Contract or reduce the consideration upon notice in writing to the Contractor. Said notice shall be delivered by certified mail (return receipt requested) or in person (with proof of delivery). NDE shall be the final authority as to the availability of funds. The effective date of such Contract termination or reduction in consideration shall be the actual effective date of the elimination or reduction of funding. In the event of a reduction in consideration, the Contractor may cancel this Contract as of the effective date of the proposed reduction upon the provision of advance written notice to NDE.
- XX. Governing Law. This contract is governed by and subject to the laws of the State of Nebraska.
- XXI. Proprietary Information. The contents of this contract, and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information when the contract is executed. Per Neb. Rev. Stat. §84-602.02(3)(a), beginning July 1, 2014, a copy of all state contracts active on or after January 1, 2014 that are the basis for an expenditure of state funds will be publicly available on a web site maintained by the Nebraska Department of Administrative Services. The web site data base will also include any amendments to such contracts and any documents incorporated by reference in such contracts. The web site will also contain a data base that includes copies of all expired contracts which were previously included in the data base of active contracts. If the contractor wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All information in this contract that the contractor believes constitutes proprietary information that it wishes to have withhold from the public must be described in writing together with the basis for that belief and submitted to NDE prior to the time this contract is executed. Contractors may not have the entire contract deemed as proprietary. Contract amounts are not proprietary information. Failure of the contractor to follow these instructions regarding proprietary information may result in the information being viewed by other businesses and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other proprietary and commercial 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 Attorney General Opinions 92068 and 97033, contractors submitting a written statement that information is proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although an effort may be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.
- XXII. If the contract does **not** establish an employer/employee relationship and the Contractor is a non resident of the State of Nebraska and is maintaining an office or transacting business within Nebraska and is to receive a monetary consideration beyond expenses or multiple monetary considerations, totaling more than \$600, the contractor must obtain a W-4NA form from NDE. The contractor must complete the W-4NA form, and submit the form with their invoice. If the contract specifies multiple payments are to be made to the contractor, a W-4 NA form must be submitted with each invoice and request for payment.