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**PUBLIC NOTICE
NEBRASKA VR REQUEST FOR PROPOSALS (RFP)
2023 SUMMER TRANSITION PROGRAM**

Nebraska Vocational Rehabilitation (VR) requests proposals for up to \$49,000 for the development and implementation of innovative short-term programs to provide and focus on one (1) service of the Pre-Employment Transition Services for students with disabilities during the summer of 2023 (4/1/23-7/31/23). Nebraska VR intends to contract with up to ten (10) qualified applicants for a period up to four (4) months to develop and implement Pre-Employment Transition Services for eligible and potentially eligible students with disabilities, aged 14-21 years old enrolled in school.

The RFP is available at <http://www.vr.nebraska.gov>. Proposals are due by 5 pm CT on 1/13/2023.

**NEBRASKA VR REQUEST FOR PROPOSALS
2023 SUMMER TRANSITION PROGRAM
PRE-PROPOSAL MEETING**

Nebraska VR will be hosting an RFP Informational Meeting for those interested in submitting a proposal.

When: Thursday, December 8, 2022

Time: 3:30-4:30 pm CT/2:30-3:30 pm MT

Attend via Zoom at the following link:

<https://educationne.zoom.us/j/95238160950>

If you require accommodations for the Pre-Proposal Meeting, contact Cinda Wacker, cinda.wacker@nebraska.gov, **at least 3 days ahead of the meeting.**

**NEBRASKA VR REQUEST FOR PROPOSALS
2023 SUMMER TRANSITION PROGRAM
RELEASE DATE: DECEMBER 1, 2022
SUBMISSION DEADLINE: JANUARY 13, 2023**

Intent

Nebraska Vocational Rehabilitation (VR) in conjunction with the Nebraska Department of Education Office of Special Education requests proposals for up to \$49,000 for the development and implementation of innovative short-term programs to provide up to one (1) of the Pre-Employment Transition Services for students with disabilities during the summer of 2023. The Workforce Innovation and Opportunity Act (WIOA) mandates VR agencies to set aside 15% of their budgets for Pre-Employment Transition Services. One of several initiatives in the area of Pre-Employment Transition Services includes this RFP.

Nebraska VR intends to contract with up to ten (10) qualified applicants for a period up to four (4) months (4/1/23-7/31/23) to develop and implement Pre-Employment Transition Services for eligible and potentially eligible students with disabilities, aged 14-21 years enrolled in school during the 2022-2023 school year. As the state-federal vocational rehabilitation program, Nebraska VR maintains a dual customer approach, helping individuals with disabilities prepare for, obtain, and maintain competitive, integrated employment while helping businesses recruit, train and retain employees with disabilities.

Funding is contingent on the availability of federal dollars. Nebraska VR has the right to use previous performance as a factor in determining if a contract will be awarded.

Request for Proposal Schedule

- Notice of Request for Proposals: 12/1/2022
- Pre-Proposal Meeting via Zoom: 12/8/2022, 3:30-4:30 pm CT/2:30-3:30 pm MT
- Proposal Due Date: 1/13/2023 @ 5 pm Central Time
- Notification of Selected Proposals: 2/8/2023
- **A signed contract will be required for all proposals before services can begin. All proposed services must be provided within the contract dates. No expenses will be paid for outside of the contract dates including preparation costs.**

Qualified Applicants

Any Nebraska agency, business or organization with either non-profit or for-profit status with experience in providing services to individuals with significant disabilities is eligible to submit a proposal. Applicants must demonstrate they are able to deliver community-based, culturally competent services in environments accessible to individuals with physical, mental, and sensory impairments. Applicants must assure compliance with the *Standard Addenda to NDE Contract*.

Targeted Population, Service Area, and Definition

The goal of the Summer Transition Program is to develop innovative programs across the state using best practices to provide opportunities for job exploration, employment preparation, and

work experiences using such techniques as short-term internships, job shadowing, and hands-on learning activities for students with disabilities, to increase the likelihood of successfully transitioning to competitive integrated employment. Applicants should collaborate with their local Career and Technical Education (CTE) program to incorporate local and regional needs in their application. Consider utilizing existing community partnerships or establishing new ones to support workplace learning for students with disabilities. Other students with disabilities who are not served under an Individualized Education Program (IEP) or a Section 504 Accommodation Plan can also be included in the Summer Transition Programs.

Nebraska VR intends to contract with several qualified applicants for a period up to 4 months to develop and implement Pre-Employment Transition Services for eligible and potentially eligible students with disabilities, aged 14-21 years enrolled in school during the 2022-2023 school year. ***All students who participate in programs MUST have a signed Nebraska VR Pre-Employment Transition Services Consent and Information Release form or have applied for Nebraska VR services PRIOR to the beginning of the Summer Transition Program.*** Students who have applied for VR services, been determined eligible, and are on a waiting list for VR services due to an Order of Selection, are not eligible unless Pre-Employment Transition Services were initiated prior to eligibility determination for Nebraska VR.

Outcomes Measure Report

Upon the completion of the Pre-Employment Transition Service Program, an Outcomes Measure Report must be completed and submitted within 30 days of the end of the contract. The report should detail how the Pre-Employment Transition Service was delivered, as proposed, and should capture each participant's growth.

Proposal Requirements

Nebraska VR is seeking proposals to provide one (1) of the following Pre-Employment Transition Services for students with disabilities, aged 14-21 during the summer of 2023:

1. Job Exploration Counseling. Examples of eligible activities include interest inventories, exploration of relevant career fields and potential jobs, and learning about career opportunities and pathways.
2. Work-based Learning Experiences. Examples of eligible activities include job shadowing, workplace site visits, work opportunities, paid or unpaid internships, obtaining transferable skills, and summer employment provided in an integrated setting.
3. Workplace Readiness Training. Possible activities include training to develop interpersonal skills, independent living skills, and leadership abilities. This could include managing disclosure and how to request accommodations, instruction in employability skills and transportation training.
4. Post-Secondary Training/College Exploration. This includes post-secondary readiness training to develop social and independent living skills to facilitate transitioning of students with disabilities into post-secondary education to improve the likelihood of a successful post-secondary experience.

5. Instruction in Self-Advocacy. Possible activities include training on disability understanding and disclosure, accommodation request and use, self-determination, and leadership.

Proposals should outline:

- the goal of the one (1) proposed pre-employment transition activity
- the number of students with disabilities to be provided services
- the proposed service area
- the projected time period of the proposed services

For example: *The goal of the program is to provide students with disabilities living in Lancaster County job exploration counseling. Twenty students with autism, who will be entering their last year of high school in the fall, will participate in the selected Pre-Employment Transition Service between the start date of April 1, 2023, and the end date of July 31, 2023. Students will be expected to increase their knowledge of current labor market needs and job opportunities in their community.*

Review Criteria and Selection Process

Applicant proposals must meet or exceed requirements described in this RFP. Review team members will evaluate and score submitted proposals using the attached *Pre-Employment Transition Services Program, Summer 2023 Scoring Sheet*. Questions about this RFP will be addressed at the Pre-Proposal Meeting.

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(s) 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. **Proposal Narrative:** (30 points)
 - a. a description of the goal of the proposed activity indicated in your proposal
 - b. the number of students with disabilities to be served
 - c. the proposed service area
 - d. the projected time period of the proposed service
2. **Personnel:** (10 points)
 - a. brief overview of the organization
 - b. the experience and qualifications of key personnel involved in the activity or service(s).

3. **Work Plan:** (20 points)
 - a. A clear and realistic work plan with estimated timelines for all service development and implementation activities for the proposed Pre-Employment Transition Service.

4. **Coordination of Services/Evaluation:** (20 points)
 - a. Describe the process for coordinating with Nebraska VR staff on student referral and progress reporting activities.
 - b. Describe consultation and any other involvement with local Career and Technical Education programs.
 - c. Describe the measures to be used to track and evaluate whether the proposed goal and objectives were met.
 - d. Describe the process that will be used to track time spent by each participant in the service indicated in your proposal.
 - e. Include a statement of assurance of the applicant's ability to comply with the terms laid out in the attached *Standard Addenda to NDE Contract*.

5. **Budget Narrative:** (20 points)
 - a. Describe an appropriate and realistic budget for all activities related to the selected service in the proposal.
 - b. Include clear and concise justifications for expenses for the full time period of the proposal.
 - c. If funds from other sources will be leveraged, describe those partnerships or resources.

6. **Line-item budget** using actual numbers (no rounding) using the following categories:
 - a. Personnel (salaries, wages, and fringe benefits for each individual working on the project)
 - b. Student wages, if applicable (including FICA, worker's compensation, etc.)
 - c. Travel expenses (for staff for the purposes of curriculum delivery)
 - d. Supplies (list separately with itemized costs)
 - e. Other and/or indirect expenses (rent, utilities, printing, postage, etc.)
 - f. Total amount requested

Please note that food (unless related to curriculum delivery), travel expenses for students, and 1:1 worksite skills trainer support for students involved in work-based learning experiences cannot be included in the contract.

Please use the following budget format example for your budget submission. **The following is not an exhaustive list.** It is only for example purposes.

Category	Amount	Justification
Mileage	\$X rate up to X miles= Total Amount	e.g, teachers traveling to locations
Supplies	\$X/item (Each item such as pens, paper, folders, etc. should have its own total.) For billing, each receipt should be labeled for its specific category.	e.g., pens, paper, folders, etc.
Printing	\$X/page up to X pages= Total Amount	
Facility Charge	\$X	e.g., facility rent
Discovery kits (each kit needs to be listed separately)	\$X/kit X # of kits=Total	e.g., childcare, autobody, retailing, etc.
Uniforms	\$X/uniform up to X students=Total Amount	
Indirect Costs	(Indirect rate)	

Additional Guidance:

Final Billing:

- Final billing is due to Nebraska VR within 30 days of the end date of the program. Billing will only be accepted after the program is completed. No billing will be accepted during the planning process or before the program has ended.
- Prior to submitting billing, Nebraska VR fiscal staff is willing to meet with each program to ensure that all billing documentation to be submitted is acceptable.
- Timesheets must include printed student (staff) name, dated, start/end times, total time in decimals, student (staff) signature, supervisor signature, etc.
- Mileage sheets must include staff name, to and from addresses, rate, dates, etc.
- Proof of payment must be submitted for all expenditures which may include cancelled checks, payroll registers, ledgers, etc.

Contract Monitoring by Nebraska VR

- Contracts shall be monitored by Nebraska VR staff prior to the start date, during the program and after the program has been completed to ensure all programs are acting within the proposed activities and expectations and following all applicable regulations.

Submittal Instructions

- Submit an electronic copy **(.pdf)** with a signed cover letter via email with any supporting documentation by 5:00 pm Central Time on January 13, 2023, to Nebraska VR at

vr.summerprograms@nebraska.gov All proposals should be submitted under the subject title: Nebraska VR RFP: 2023 Summer Transition Program.

- Proposals should be written in 12-point font and double spaced with a maximum of ten (10) pages; entire proposal must be sent as one (1) document including cover letter and budget sheet; all pages must be numbered. **Proposals are to be sent as a .pdf.**

Attachments

- *Standard Addenda to NDE Contract*
- *Pre-Employment Transition Services Program, Summer 2023 Scoring Sheet*

**NEBRASKA VR REQUEST FOR PROPOSALS
PRE-EMPLOYMENT TRANSITION SERVICES PROGRAM
SUMMER 2023
SCORING SHEET**

All applicants must present information in the recommended order, meet or exceed requirements described in the Request for Proposals and be submitted by 5:00 p.m. CT on January 13, 2023.

APPLICANT: _____

DATE: _____ **REVIEWER:** _____

Criteria Weight

All proposals shall be evaluated using the same criteria and scoring process. The following criteria shall be used by the Evaluation Team to evaluate the proposals.

REQUIRED INFORMATION	REVIEW POINTS	SCORE
1. Proposal Narrative (30 points) <ul style="list-style-type: none"> • Includes a description of the goal of the proposed activity or service for the service indicated in the proposal • Includes the projected number of students with disabilities to be provided services • Includes the projected time period of the proposed service(s) 	10 10 10	___/10 ___/10 ___/10
2. Personnel (10 points) <ul style="list-style-type: none"> • Includes a brief overview of the organization • Includes the experience and qualifications of key personnel involved in the activity of service(s) 	5 5	___/5 ___/5
3. Work Plan (20 points) <ul style="list-style-type: none"> • Includes a clear and realistic work plan with estimated timelines for all service development • Includes implementation activities for the proposed Pre-Employment Transition Service 	10 10	___/10 ___/10
4. Coordination of Services/Evaluation (20 points) <ul style="list-style-type: none"> • Includes the process for coordinating with Nebraska VR staff on student referral and progress reporting activities • Includes consultation or other involvement with local Career and Technical Education (CTE) staff • Includes the measures to be used to track and evaluate whether the proposed goal and objectives were met • Includes the process that will be used to track time spent by each participant in the service indicated in the proposal <p>Includes an assurance of the applicant's ability to comply with the terms laid out in the attached <i>Standard Addenda to NDE Contract</i></p>	5 5 5 5	___/5 ___/5 ___/5 ___/5
5. Budget Narrative/Line-Item Budget (20 points) <ul style="list-style-type: none"> • Includes an appropriate and realistic budget for all activities for the Pre-Employment Transition Service • Includes clear and concise justification for expenses for the full time period of the proposal • If funds from other sources will be leveraged, describes those partnerships or resources 	10 10	___/10 ___/10
TOTAL	100	___/100

COMMENTS: _____

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.pdf>, 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.
- XXIII. Force Majeure If the performance of either party of any obligation is prevented, restricted or interfered with by causes outside such party's reasonable control, and the party is unable to carry out its obligation(s) and provides the other party prompt written notice thereof, the obligation(s) of such party shall be suspended or cancelled effective immediately to the extent necessary as a result of such event. Events include without limitation acts of God, fire, explosion, health epidemic or pandemic, storms, national emergencies, and riots & war. Settlement for such cancellation shall be as described in clause XVII.