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**PUBLIC NOTICE  
NEBRASKA VOCATIONAL REHABILITATION (VR)  
ACQUIRED BRAIN INJURY (ABI) PEER TO PEER SUPPORT 2025  
REQUEST FOR PROPOSALS (RFP)**

Nebraska Vocational Rehabilitation (VR) requests proposals for up to \$49,000 for the purpose of selecting one or more qualified Applicants to expand access to and increase the availability of Peer to Peer Support for Nebraskans with the lived experience of acquired brain injury (ABI) and their family members. Nebraska VR intends to contract with one or more qualified applicants for a period up to twelve (12) months. Any agency, business, organization, entity or individual may submit a response to this RFP. Applicants with the lived experience of ABI, previous experience or expertise in providing Peer to Peer Support or other expertise in addressing the needs of individuals with ABI and their families are encouraged to respond. Nebraska VR will award contracts based on responses to the Request for Proposals (RFP).

The RFP is available at <http://www.vr.nebraska.gov> Proposals are due by 5:00 pm CT on May 9, 2025 to Nebraska VR at [keri.bennett@nebraska.gov](mailto:keri.bennett@nebraska.gov)

**PUBLIC NOTICE**  
**NEBRASKA VOCATIONAL REHABILITATION (VR)**  
**ACQUIRED BRAIN INJURY (ABI) PEER TO PEER SUPPORT 2025**  
**REQUEST FOR PROPOSALS (RFP)**

Nebraska VR will host an informational meeting for those interested in submitting a proposal.

When: Wednesday, April 16, 2025

Time: 1:00 – 2:00 pm CT

Attend via Zoom at the following link:

<https://educationne.zoom.us/j/8722550267?pwd=QWFZSjJjVVpMY09uWG05WFBiTGZ1Zz09>

Meeting ID: 872 255 0267

Passcode: 422719

If you require accommodations to attend and fully participate in the informational meeting, contact Keri Bennett, [keri.bennett@nebraska.gov](mailto:keri.bennett@nebraska.gov) **at least three (3) days before the meeting.**

**NEBRASKA VOCATIONAL REHABILITATION (VR) REQUEST FOR PROPOSALS  
ACQUIRED BRAIN INJURY (ABI) PEER TO PEER SUPPORT 2025**

**Release date:** March 31, 2025, 1:00 pm CT  
**Proposal due date:** May 9, 2025, 5:00 pm CT  
**Point of Contact:** Keri Bennett  
Phone: (308) 224-7571, Email: [keri.bennett@nebraska.gov](mailto:keri.bennett@nebraska.gov)

**Submit electronically to:**  
Keri Bennett, Program Director  
[keri.bennett@nebraska.gov](mailto:keri.bennett@nebraska.gov)

**STATEMENT OF PURPOSE**

The State of Nebraska, Department of Education (NDE), Office of Vocational Rehabilitation (Nebraska VR), also referred to as the State of Nebraska, or State, is issuing this Request for Proposals (RFP) for the purpose of selecting one or more qualified Applicants to expand access to and increase the availability of Peer to Peer Support for Nebraskans with the lived experience of acquired brain injury (ABI) and their family members.

All required forms and communications regarding this RFP may be found at the Nebraska VR website at:  
<http://www.vr.nebraska.gov/>

**FUNDING**

The ceiling amount for proposals is up to \$49,000. Funding for the project is provided by grant number 90TBSG0073, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. The resulting contract(s) may be up to 12 months in duration. The ceiling amount and funding are subject to availability of federal grant funds.

**IMPORTANT NOTICE REGARDING CONTRACTS**

The resulting contract(s) may not be exclusive as Nebraska VR reserves the right to contract for the same or similar services from other sources now or in the future. 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 will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>

**PROPOSAL PREPARATION COSTS**

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

**APPLICANT QUALIFICATIONS**

Any agency, business, organization, entity or individual may submit a response to this RFP. Applicants with the lived experience of acquired brain injury (ABI), previous experience or expertise in providing Peer to Peer Support or other expertise in addressing the needs of individuals with ABI and their families are encouraged to respond.

## NEBRASKA VR's TBI GRANT PROGRAM

Nebraska VR was awarded a Traumatic Brain Injury (TBI) State Partnership Grant from the Administration for Community Living (ACL) TBI State Partnership Program for fiscal years 2021 through 2026. The TBI State Partnership Grant Program provides funding to “help states increase access to services and supports for individuals with TBI throughout the lifetime.” Nebraska VR sponsors the Brain Injury Advisory Council (BIAC) which advises NDE and Nebraska VR on matters that include implementation of the Brain Injury State Plan and the federal TBI grant. The BIAC is empowered to engage and reflect the voices of individuals with brain injury, family members and caregivers in pursuit of the *Statewide Vision for Brain Injury Policies and Services*. Additional information is available at the following links:

- Nebraska VR: <http://www.vr.nebraska.gov>
- The BIAC: <https://braininjury.nebraska.gov>
- Nebraska's *Statewide Vision for Brain Injury Policies and Services*:  
<https://braininjury.nebraska.gov/council/statewide-vision-brain-injury-policies-and-services>
- The ACL TBI State Partnership Grant Program:  
<https://acl.gov/programs/post-injury-support/traumatic-brain-injury-tbi>

## THE IMPACT OF ACQUIRED BRAIN INJURY

Acquired brain injury (ABI) is defined as “an injury to the brain occurring after birth that is not hereditary, congenital or degenerative; does not refer to brain injuries induced by birth trauma.” ABI includes both non-traumatic and traumatic brain injury (TBI). A TBI is caused by a bump, blow or jolt to the head or a penetrating head injury that disrupts the normal function of the brain. Even a mild TBI can result in permanent cognitive, physical, emotional and behavioral changes that impact daily function. Individuals with moderate to severe injuries may require life-long services and supports for housing, work and community living. An unknown number of individuals experience non-traumatic injuries as well caused by stroke, aneurysm rupture, tumor, bacterial or viral infection, toxin exposure, drowning, suffocation, respiratory arrest, and other conditions. Individuals surviving non-traumatic injuries report similar challenges in outcomes and daily function. Hereditary, congenital, and degenerative conditions are not considered ABI.

When an individual experiences ABI, they and their families often experience social isolation due to a variety of factors:

- ABI can result in immediate and significant physical, cognitive, behavioral, and emotional changes that may be temporary or permanent. These changes can impact how an individual relates to others and functions in their environment.
- Family member caregiving responsibilities may increase and roles may shift dramatically causing additional stressors.
- Family and friends may find it difficult to understand ABI and may not know how to help or how to cope with their own new stressors.
- Travel distance and transportation difficulties pose barriers to initiating or maintaining in-person social connections especially for those living in rural parts of the state.

## PEER TO PEER SUPPORT

Peer to Peer Support is a valued intervention for reducing the social isolation experienced by individuals and families who are impacted by ABI. It refers to a process through which people who share common experiences or face similar challenges come together as equals to give and receive help based on the knowledge that comes through shared experience (Riessman, 1989). Peer to Peer Support is recognized by the Centers for Medicare & Medicaid Services (CMS) and the Substance Abuse and Mental Health Services Administration (SAMHSA) as a beneficial model of care for individuals in recovery with mental illnesses and/or substance use disorders. Peer to Peer Support has shown promise as an approach to enhancing coping skills for individuals with TBI and their family members (Hibbard, et.al, 2002).

## NEBRASKA'S PEER TO PEER SUPPORT VALUES AND PRINCIPLES

The following values and principles for Peer to Peer Support were identified from past ABI needs assessments and input gathered in 2022 and 2023 from key stakeholders including Nebraska VR Peer to Peer Support pilot participants, the BIAC, and from Nebraska VR Peer Support Summit participants:

- Respect that not every individual or every family has the same experience with ABI.
- People with ABI and their families value the opportunity to be engaged in building a larger community.
- Shared experiences and mutual respect are the foundations of good Peer to Peer Support.
- Family members experience significant financial and emotional hardships and need support.
- Self-care for family members, informal caregivers, and those who are providing Peer to Peer Support helps to prevent burnout.
- Behavioral health service providers often do not understand ABI, so it is often necessary for the individual with ABI to educate them.
- ABI training for individuals and families should be inclusive of different backgrounds and cultures.
- Peer to Peer Support should be clearly defined; both what it is and what it isn't.
- Having recorded (Peer to Peer Support) training videos available would allow individuals to view them several times and to process the information at their own pace.
- Web-based (Peer to Peer Support) training helps people connect virtually, especially those who are physically isolated due to their location in the state, or due to transportation barriers.
- Any (Peer to Peer Support) training offered should be easily accessible, straightforward, easy to follow and repeatable, and should include practice and assignments. Video scenarios are very helpful as well.
- Any (Peer to Peer Support) training offered should include clear expectations about 'helper' roles and instructions for who and where to turn to for more help.

Related reports are available on the Brain Injury Advisory Council website:

- Nebraska VR – Peer Support Summit Final Report: <https://braininjury.nebraska.gov/summits>
- Past Needs and Resource Assessment Reports: <https://braininjury.nebraska.gov/resources/brain-injury-data-and-statistics>

## SCOPE OF WORK

Projects may be proposed to expand access to and increase the availability of Peer to Peer Support for Nebraskans of any age with ABI and their family members on a statewide, regional or local level. Innovative projects that may be proposed include, *but are not limited to*:

- Expansion and/or enhancement of an existing ABI Peer to Peer Support program to serve more individuals with ABI and family members.
- Adaptation of an existing non-ABI Peer to Peer Support program or service to include individuals with ABI and family members.
- Development of a new program or service to deliver formal or informal ABI Peer to Peer Support.
- Development of a model to deliver Peer to Peer Support virtually, via telephone, in-person or via any combination thereof.
- Development of ABI Peer to Peer Support to increase successful employment outcomes.
- Other program or service enhancements that will expand access to Peer to Peer Support for Nebraskans with ABI and their family members and increase the number of prepared Peer to Peer Supporters and support recipients with the lived experience of ABI.

## **INTENDED OUTCOMES/DELIVERABLES**

Projects must result in *measurable* outcomes as demonstrated by the following:

- A reported increase over baseline in the number of individuals with the lived experience of ABI who are trained or prepared and provide Peer to Peer Support to another individual with ABI.
- A reported increase over baseline in the number of individuals with ABI who request and receive Peer to Peer Support.
- A reported increase over baseline in the number of family members of individuals with ABI who are trained or prepared and provide Peer to Peer Support to another family member of an individual with ABI.
- A reported increase over baseline in the number of family members of individuals with ABI who request and receive Peer to Peer Support.
- A list of confirmed new locations (communities or counties) where Peer to Peer Support for individuals with ABI and their family members is available as a direct result of the project.
- Aggregate participant data collected using validated tools to measure program effectiveness, demonstrating reduced levels of social isolation and/or an increased number or quality of social connections among participating individuals with ABI and family members.

## **PROPOSAL INSTRUCTIONS**

Submit a Proposal Narrative and Cost Proposal as indicated below. Use Arial, Calibri, Helvetica, or Times New Roman 12 point font for all text and tables and 1.0 (single) line spacing. All pages must be numbered. Proposals not adhering to font and line spacing requirements will be deemed non-responsive and returned. Ensure that the proposal narrative and all attachments can be printed on 8 1/2" x 11" white paper. Margins must be at least one (1) inch at the top, bottom, left and right of the paper. Put all section headings flush left in bold type. There is no page limit for the Proposal Narrative and Cost Proposal. Send all proposal documents as one (1) (.pdf) document attached to an email with the subject line: Nebraska VR RFP ABI Peer to Peer Support 2025.

Clearly identify proposal sections and subdivisions; failure to do so will result in disqualification. Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Proposals will be found non-responsive if they do not conform to instructions in the RFP.

Proposals are due by the date and time shown in the Schedule of Events. It is the responsibility of the Applicant to check the Nebraska VR website for all information relevant to this solicitation to include addenda or amendments issued prior to the opening date. The website address is: <http://www.vr.nebraska.gov/>

Electronic proposals must be submitted as one (1) (.pdf) document via email to the POC by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No mailed, faxed, voice, or telephone proposals will be accepted.

## **PROPOSAL NARRATIVE**

The proposal narrative consists of Sections 1 through 3. Submit the narrative as outlined and ordered below. Proposal narratives that do not follow this order will be rejected.

### **SECTION 1. APPLICANT INFORMATION AND ORGANIZATIONAL CAPACITY**

The Applicant Information and Organizational Capacity section of the proposal narrative should consist of subsections a. Applicant Information, and b. Organizational Capacity.

#### **a. Applicant Information**

Provide the full name, headquarter address, entity organization (corporation, partnership, proprietorship), state in which the Applicant is incorporated or otherwise organized to do business, year in which the Applicant first organized to do business and whether the name and form of organization has changed since first organized. The Applicant's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified. Include an assurance of the Applicant's ability to comply with the terms laid out in Attachment B: *Standard Addenda to NDE Contract*.

#### **b. Organizational Capacity**

Describe the Applicant's vision, mission and purpose in relationship to ABI. List any leadership positions in the organization that are filled by individuals with ABI. Describe any partnerships with other programs or organizations that support individuals with ABI. Describe the Applicant's understanding of and any previous experience with Peer to Peer Support practices or programs. Describe the Applicant's strengths, expertise, experience, and unique characteristics and qualifications for completing the Scope of Work. Describe the Applicant's vision for Peer to Peer Support as a means to improve the lives of individuals with ABI and their families. Describe how the provision of Peer to Peer Support is currently or will be integrated with existing Applicant programs or initiatives.

### **SECTION 2. PERSONNEL AND MANAGEMENT APPROACH**

Describe the Applicant's proposed approach to project management. Describe any strategies that will be used to meaningfully involve individuals with ABI (including Applicant personnel or volunteers with ABI) in project leadership, planning, implementation, and quality management. List key project personnel, including paid staff and unpaid volunteers, and provide a resume for each. Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, related employment history, and at least three (3) references (name, address, and telephone number). Any changes in key personnel shall only be implemented after written approval from Nebraska VR.

List the primary work or tasks assigned to each person. Describe how the Applicant will collaborate with the BIAC, Nebraska VR, and other stakeholders to complete the project. Note: Proposed collaborative activities that include stakeholders with disabilities must be completed using a person-centered approach in barrier-free, accessible environments, and requests for disability-related accommodations must be honored.

If the Applicant intends to subcontract any part of the Scope of Work, the Applicant should provide:

- The name, address, and telephone number of each Subcontractor,
- The specific tasks for each Subcontractor,
- The percentage of performance hours intended for each Subcontract, and
- The total percentage of each Subcontractor's performance hours.

The selected Applicant will be required to develop a data collection, reporting and performance evaluation plan jointly with Nebraska VR and Partners for Insightful Evaluation (PIE) of Lincoln, Nebraska, external evaluator for the TBI grant. In the proposal narrative, include a statement confirming the Applicant's ability and willingness to meet this requirement.

### **SECTION 3. APPROACH**

The Approach section of the proposal narrative should consist of subsections a. Introduction, b. Project Details, c. Project Work Plan, d. Resolution of Challenges, and e. Sustainability.

#### **a. Introduction**

Provide a concise summary and justification of the project approach, citing supporting references or evidence-based practices, if applicable. In the introduction, provide a definition of Peer to Peer Support that will serve as the basis for the project and guide project development and implementation. List the age range, describe any demographic or other characteristics of the targeted population and/or geographic area to be served and provide justification for the choices. Provide an estimate of the number of Peer to Peer matches to be achieved by the project's end. Describe how the proposed project complements and interfaces with existing brain injury programs and supports in the state.

#### **b. Project Details**

Describe the applicable details of your proposed project including:

- Peer to Peer Support delivery mode(s)
- Setting(s)
- Promotion, identification and recruitment strategies (methods that will be used to connect individuals with ABI and family members to Peer to Peer Support)
- Training or preparation requirements for Peer to Peer Supporters
- Training or preparation curriculum for Peer to Peer Supporters
- Criteria and process for Peer to Peer Supporter selection
- Criteria and process for matching pairs (Peer to Peer Supporters with Peers seeking support)
- Oversight/management of trained or prepared Peer to Peer Supporters
- The anticipated frequency, duration, and intensity of Peer to Peer Support to be provided



- Strategies to track, collect, analyze, and report data to measure progress and outcomes of project activities
- Descriptions and references for the validated tools you will use to measure program effectiveness (tools to demonstrate reduced levels of social isolation and/or an increase in the number or quality of social connections among participating individuals with ABI and family members)
- Any other relevant project details not listed here

### **c. Project Work Plan**

Include a project work plan with identified objectives, major tasks/action steps, and estimated timelines (i.e. Month 1, Month 2...instead of dates). Include any benchmarks or decision points that will require Nebraska VR and BIAC review and approval.

### **d. Resolution of Challenges**

Discuss challenges that are likely to be encountered and any approaches that will be used to resolve such challenges. Special consideration should be given to potential challenges in finding individuals who may need and want to receive Peer to Peer Support, and in evaluating the impact of Peer to Peer Support on an individual's level of social isolation or the quality of their social connections.

### **e. Sustainability**

Describe how the proposed Peer to Peer Support delivery model and outcomes will be sustained after funding is expended. Describe the specific strategies that will be implemented to support sustainable outcomes after the project ends.

## **COST PROPOSAL**

Include a cost proposal and narrative describing an appropriate budget to achieve project outcomes and maximize use of the limited funding. This should be a detailed line-item cost proposal for the full time period of the project. If other funds will be leveraged, describe those partnerships or resources. Cost proposals may not exceed \$49,000.00.

Cost Proposal – Required Categories:

- Personnel (salaries, wages and fringe benefits)
- Travel
- Supplies (list separately with itemized costs)
- Contractual (if needed)
- Direct expenses (printing, postage, etc.)
- Indirect costs
- Total amount requested
- *Please note – equipment, construction, food, stipends and purchased gifts are not allowable costs.*

There is no match required; however, if other state or local funds will be leveraged or donated or if resources or services will be provided in-kind to accomplish project objectives, describe those funding partnerships or resources and their estimated value in the cost proposal. Third-party in-kind contributions must meet

requirements specified in the HHS Grants Policy 107, 45 CFR 74.23 and 45 CFR 92.24:

<https://www.hrsa.gov/sites/default/files/hrsa/grants/policies-regulations/hhs-gps-107.pdf>

Proposed costs must total \$49,000 or less, and comply with terms and conditions of 45 CFR Part 75 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards:

<https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-75>

## **EVALUATION OF PROPOSALS**

All proposals responsive to this RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria listed in Attachment A: *ABI Peer to Peer Support RFP Scoring Sheet*.

## **EVALUATION COMMITTEE**

Proposals will be evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of Nebraska VR. Any contact, attempted contact or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

## **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:

- Amend the solicitation,
- Extend the time of or establish a new proposal opening time,
- Waive deviations or errors in the State's solicitation process and in Applicant proposals that are not material, do not compromise the solicitation process or an Applicant's proposal, and do not improve an Applicant's competitive position,
- Accept or reject a portion of or all of a proposal,
- Accept or reject all proposals,
- Withdraw the solicitation,
- Elect to rebid the solicitation, or
- Award one or more all-inclusive contracts.

## **FINAL BILLING**

Final billing is due to Nebraska VR within thirty (30) days of the end date of the project.

## **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.

## **PROCURING OFFICE AND COMMUNICATION WITH POINT OF CONTACT (POC)**

Procurement responsibilities related to this RFP reside with the Nebraska Department of Education, Office of Vocational Rehabilitation (Nebraska VR). The POC is as follows:

Name: Keri Bennett  
Agency: Nebraska VR  
Address: 315 W 60<sup>th</sup> Street, Ste 400  
Kearney, NE 68845-1504  
Telephone: 308-224-7571  
Email: [keri.bennett@nebraska.gov](mailto:keri.bennett@nebraska.gov)

From the date the RFP is issued until the Intent to Award is issued, communication from the Applicant is limited to written contact with the POC listed above. After the Intent to Award is issued, the Applicant may communicate with individuals designated as responsible for negotiating the contract on behalf of Nebraska VR. The POC will answer all questions submitted by the deadline regarding this RFP and post all responses to the Nebraska VR website. Applicants shall not have any communication with or attempt to communicate or influence any evaluator involved in this RFP. Nebraska VR reserves the right to reject an Applicant's proposal, withdraw an Intent to Award, or terminate a contract if Nebraska VR determines there has been a violation of these procurement procedures.

## ATTACHMENTS

Attachment A: *ABI Peer to Peer Support RFP Scoring Sheet*

Attachment B: *Standard Addenda to NDE Contract*

## REFERENCES

Hibbard, M., Cantor J., Charatz H., Rosenthal R., Ashman T., Gundersen N., Ireland-Knight L., Gordon W., Avner J., & Gartner A. (2002). Peer support in the community: initial findings of a mentoring program for individuals with traumatic brain injury and their families. *Journal of Head Trauma Rehabilitation*, 17(20), 112-131.

PfP Program Development Guide, July 1, 2015 Peers For Progress.org. Link obtained 1/6/2025:

<https://peersforprogress.org/wp-content/uploads/sites/1323/2024/05/PfP-Program-Development-Guide-June-2015.pdf>

Riessman, F. (1989). *Restructuring help: A human services paradigm for the 1990's*. New York, NY: National Self-help Clearinghouse.

Womba R., Nijland R., Ket J., & Kwakkel G. (2016). Evidence for peer support in Rehabilitation for Individuals with Acquired Brain Injury: A Systematic Review. *Journal of Rehabilitative Medicine*, 48, 837-840.

**SCHEDULE OF EVENTS**

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release RFP	March 31, 2025 1:00 pm CT
2.	Last day to submit written questions to POC	April 9, 2025 5:00 pm CT
3.	Post Nebraska VR response to questions	April 14, 2025 5:00 pm CT
4.	Informational meeting	April 16, 2025 1:00 pm CT
5.	Proposal due date	May 9, 2025 5:00 pm CT
6.	Review for conformance to RFP requirements	May 9, 2025 5:00 pm CT
7.	Evaluation period	May 12 - 16, 2025
8.	Post "Intent to Award" at website	May 21, 2025
9.	Contract finalization period	May 21 - June 6, 2025
10.	Contractor start date	June 9, 2025

**ATTACHMENT A**

**NEBRASKA VOCATIONAL REHABILITATION (VR)  
ACQUIRED BRAIN INJURY (ABI) PEER TO PEER SUPPORT 2025  
REQUEST FOR PROPOSALS SCORING SHEET**

All applicants must present information in the required order, meet or exceed the requirements described in the Request for Proposals, and be submitted by 5:00 pm CT on May 9, 2025.

**APPLICANT:** \_\_\_\_\_

**DATE:** \_\_\_\_\_ **REVIEWER:** \_\_\_\_\_

The following criteria will be used by the Evaluation Committee to evaluate all submitted proposals.

REQUIRED INFORMATION	REVIEW POINTS	SCORE
<p><b>Section 1a. Contractor Information (0 points) Please check Y for Yes if information is included or N for No if it is not included.</b></p> <ul style="list-style-type: none"> <li>• Full name</li> <li>• Headquarter address</li> <li>• Entity organization (corporation, partnership, proprietorship)</li> <li>• State in which the Contractor is incorporated/organized to do business</li> <li>• Year in which the Contractor first organized to do business</li> <li>• Whether the name or form of organization has changed</li> <li>• Office location for contractual performance</li> <li>• 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>.</li> </ul>	0 review points awarded for this section.	Y__N__ Y__N__ Y__N__ Y__N__ Y__N__ Y__N__ Y__N__
<p><b>Section 1b. Organizational Capacity (60 points)</b></p> <ul style="list-style-type: none"> <li>• Describes individuals with acquired brain injury (ABI) as leaders within the organization, and partners with other programs or organizations that support individuals with ABI.</li> <li>• Demonstrates an understanding of Peer to Peer Support practices.</li> <li>• Describes organizational strengths, expertise, experience and unique qualifications for completing the project Scope of Work.</li> <li>• Expresses a vision of Peer to Peer Support as a means to improve the lives of individuals with ABI and their families.</li> <li>• Describes how Peer to Peer Support is currently or will be integrated with existing programs or initiatives.</li> </ul>	10 10 15 10 15	____/10 ____/10 ____/15 ____/10 ____/15
<p><b>Section 2. Personnel and Management Approach (35 points)</b></p> <ul style="list-style-type: none"> <li>• Describes strategies that will be used to meaningfully involve individuals with ABI (including any personnel or volunteers) in project leadership, planning, implementation and quality management.</li> <li>• Lists and provides resumes for key project personnel (including paid staff and unpaid volunteers) who appear to possess the skills, abilities and experience to accomplish project deliverables, and lists primary work or tasks assigned to each person.</li> <li>• Proposes strategies for including Nebraska VR staff, BIAC members and other brain injury/disability stakeholders in project completion.</li> <li>• Assures that development activities including stakeholders with disabilities will be completed using a <b>person-centered</b> approach in barrier-free, accessible environments, and that requests for disability-related accommodations will be honored.</li> <li>• Includes a statement confirming the Contractor’s ability and willingness to jointly develop a data collection, reporting and performance evaluation plan with Nebraska VR and Partners for Insightful Evaluation (PIE).</li> </ul>	10 10 5 5 5	____/10 ____/10 ____/5 ____/5 ____/5
<p><b>Section 3a. Introduction (50 points)</b></p> <ul style="list-style-type: none"> <li>• Concisely summarizes and justifies the project approach.</li> <li>• Provides a clear definition of Peer to Peer Support as the basis for the project; project development and implementation appear consistent with the definition.</li> <li>• Adequately justifies the age range, demographics, characteristics and/or geographic area to be served in the project.</li> <li>• Describes how the project will interface with and complement existing brain injury programs and supports.</li> </ul>	15 15 10 10	____/15 ____/15 ____/10 ____/10



## ATTACHMENT B

## 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.