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**NEBRASKA VOCATIONAL REHABILITATION (VR)
PUBLIC NOTICE REQUEST FOR PROPOSALS (RFP)
FOR
SELF-EMPLOYMENT COST METHODOLOGY STUDY**

Nebraska Vocational Rehabilitation (VR) requests proposals to develop a rate setting methodology to determine actual costs of providing self-employment services. This includes a comprehensive review of self-employment activities currently provided, a review of industry standards, collection of provider costs and analysis, rate recommendations for services, and projected fiscal impact to the agency.

The RFP is available at <http://www.vr.nebraska.gov>. Proposals in .pdf format are due by 5 p.m. CST on August 26, 2022 to Mary Matusiak, mary.matusiak@nebraska.gov, Nebraska VR Program Director for Business Services.

**NEBRASKA VOCATIONAL REHABILITATION (VR)
PUBLIC NOTICE REQUEST FOR PROPOSALS (RFP)
FOR
SELF-EMPLOYMENT COST METHODOLOGY STUDY
Release Date: August 5, 2022
Submission Date: August 26, 2022 @ 5:00 pm CT**

Intent

Nebraska Vocational Rehabilitation (VR) requests proposals to develop a rate setting methodology to determine actual costs of providing self-employment services. This includes a comprehensive review of self-employment activities currently provided, a review of industry standards, collection of provider costs and analysis, rate recommendations for services, and projected fiscal impact to the agency.

Nebraska VR is mandated to comply with Federal Regulations under *34 CFR 361 State Vocational Rehabilitation Services Program* and *2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance)*. *34 CFR 361.50(c)(1)* requires state agencies to establish and maintain written policies governing the rates of payment for all purchased VR services. This rate study will provide a methodology for determining rates of payment for self-employment services including:

- 1) Determining the feasibility of a self-employment goal
- 2) Determining whether an existing business is financially viable
- 3) Development of a business plan which outlines the concepts and projections for the business, as well as funding sources
- 4) Identifying assistive technology needs to include assisting with securing necessary plans and quotes and working with qualified providers to complete modifications
- 5) Providing for the implementation of the developed business plan including the development of a capability statement or a business plan revision

The study will also ensure those rates are reasonable, allowable, allocable, necessary, and consistent with *Uniform Guidance*.

Request for Proposal Schedule

- Notice of Request for Proposals: August 5, 2022
- Proposal Due Date: August 26, 2022
- Notification of Selected Proposal: September 12, 2022
- Projected Project Period: October 10, 2022 — March 1, 2023
- **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 the contract dates including preparation costs.

Qualified Applicants

A qualified applicant is any business or organization with experience conducting rate study methodologies. Applicants must demonstrate they are able to provide and obtain information in accessible formats, if needed.

Service Area and Targeted Population

Providers of self-employment services for Nebraska VR are statewide. Proposals will need to include a detailed description of how information will be collected from all providers.

Proposal and Budget Narrative Instructions

Proposals should include information in the following order:

1. **Proposal Narrative:** Identify the methodology to be used, specifics about how the project will be conducted, and a description of each proposed activity, including meeting with self-employment providers, collecting information, determining industry standards, and using data collected to develop proposed rates for providing self-employment services after the conclusion of this project. Include how the project will address the specific types of services, e.g., determining the feasibility of a self-employment goal, the development of a business plan or identifying needed modifications. (30 points)
2. **Personnel:** Provide a brief overview of the organization and the experience and qualifications of key personnel to be involved. Include any previous experience with rate studies for vocational rehabilitation agencies. (10 points)
3. **Work Plan:** Include a clear and realistic work plan with estimated timelines for all activities including, at a minimum, tasks and deliverables such as: (25 points)
 - Development and consultation on data collection instruments
 - Outreach to both current and potential providers
 - Data collection from providers
 - Follow-up with providers to complete data collection, as needed
 - A summative report of results and recommendations on rates for self-employment activities to be implemented in the future and fiscal impact to the agency
4. **Coordination/Evaluation:** Describe the process for coordinating with Nebraska VR staff throughout the project. Describe the measures to be used to track and evaluate whether the deliverables were obtained. Include an assurance of the applicant's ability to comply with the general responsibilities listed under the attached *Standard Addenda to NDE Contract*. (15 points)

5. **Budget and Budget Narrative:** Provide a line-item budget and budget narrative describing an appropriate and realistic budget for all activities. Include clear and concise justifications for all expenses. (20 points)

Review Criteria and Selection Process

Proposals must meet or exceed requirements described in the RFP. Review team members will evaluate and score submitted proposals using the attached *Self Employment Cost Methodology Study RFP Scoring Sheet*. Assignment of points shall be at the sole discretion of Nebraska VR. Nebraska VR has the right to select the successful vendor(s) for award, as a result of this RFP, after which a contract will be executed.

Submittal Instructions

- Submit an electronic copy with a signed cover letter via email with any supporting documentation by 5:00 pm CT on August 26, 2022 to Mary Matusiak, mary.matusiak@nebraska.gov, Nebraska VR Program Director for Business Services.
- All proposals should be submitted under a subject line: Nebraska VR RFP: Self-Employment Cost Methodology Study.
- Proposals should be written in 12-point font and double spaced with a maximum of 10 pages including the cover sheet and budget sheet. All pages must be numbered. Proposals are to be sent as a .pdf.

Attachments

Standard Addenda to NDE Contract

Self-Employment Cost Methodology Study RFP Scoring Sheet

**NEBRASKA VR
SELF-EMPLOYMENT COST METHODOLOGY STUDY
RFP SCORING SHEET**

Applicant: _____

Date: _____ **Reviewer:** _____

Narrative Proposal: (30 points)

_____ Methodology to be used (10 points)

Project Details:

_____ Description of each proposed activity including details for: (5 points)

- Meeting with self-employment providers
- Collecting information from providers

_____ Determining industry standards (5 points)

_____ How data will be used to develop proposed rates for self-employment services (5 points)

_____ How the project will address specific service types, e.g., developing a Business Plan (5 points)

Personnel: (10 points)

_____ Overview of organization, experience, and qualifications of key personnel who will be involved in the project (7 points)

_____ Previous experience with rate studies for vocational rehabilitation agencies (3 points)

Work Plan: (25 points)

Includes estimated timelines, tasks, and deliverables for the following:

_____ Development and consultation on data collection instruments (5 points)

_____ Survey/coverage of approximately 2 providers (5 points)

_____ Data collection process (5 points)

_____ Follow-up with service providers to ensure data collection is complete, when needed (5 points)

_____ Describe summative report contents to include results and recommendations on cost allocation for future implementation and fiscal impact to the agency (5 points)

Coordination/Evaluation: (15 points)

Description of how you will coordinate with Nebraska VR to:

_____ Track and evaluate deliverables (10 points)

_____ Comply with the attached *Standard Addenda to NDE Contract* (5 points)

Budget and Budget Narrative: (20 points)

_____ Meets or exceeds requirements of RFP (5 points)

_____ Line-item budget and budget narrative with appropriate and realistic budget for all activities including concise justification for all expenses (15 points)

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.