Identify Sequoia Regional Office in Cover Letter

Program Development Grant

Request for Proposal Application and Instructions Federal Fiscal Year 2020-2021

Cycle 43

Deadline:
May 20, 2020

No faxes or emails will be accepted

The application packet is available at:
www.scdd.ca.gov

If you would like to have a hard copy mailed to you, please call:

Contact Analyst: Kristie Allensworth at (916) 263-8192

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INTRODUCTION

The California State Council on Developmental Disabilities (SCDD) administers Program Development Grants (PDG) to community-based organizations to fund new and innovative projects. All projects are required to address the goal and/or objectives in the California State Plan that the regional office has identified as the priority for their catchment area and improve and enhance services for Californians with intellectual/developmental disabilities (I/DD) and their families. Program Development Grants provide funding for new and/or innovative approaches to addressing the needs of Californians with I/DD that are part of an overall strategy for systemic change.

Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act (Public Law 106-402), SCDD has allocated a total of $20,000.00 per regional office catchment area for one or more projects serving California to be awarded in Cycle 43.

Federal and State Law

The SCDD is a California state agency established by federal and state law. Pursuant to the Developmental Disabilities Assistance and Bill of Rights Act of 2000 (Public Law 106-402), SCDD is to develop and implement a State Plan to support advocacy, capacity-building, and systemic change activities that are consistent with promoting a consumer and family-based system of services and supports. The goal of the federal law is to enable individuals with I/DD to achieve self-determination, independence, productivity, and community integration and inclusion.

The Lanterman Developmental Disabilities Services Act (Welfare and Institutions Code §4540 et seq.) directs SCDD to conduct activities related to meeting the objectives of the State Plan, including activities to demonstrate new approaches to serving individuals with I/DD and their families that are part of an overall strategy for systemic change.

Program Development Grant

The Program Development Grant (PDG) is one vehicle used by the Council to meet its obligations under the State Plan. PDG projects are the primary method of providing resources to initiate new and/or innovative projects for Californians with I/DD and their families.

Cycle 43 PDG’s are awarded on a federal fiscal year cycle (October 1, 2020 – September 30, 2021), consistent with the goals and objectives outlined in the 2017 - 2021 SCDD State Plan. While the grants provide initial funding for projects to create or expand services, awardees are expected to secure ongoing funding for sustainability of the work.

Grants awarded through this Request for Proposal (RFP) will be administered through the Council's headquarters office. During the RFP process, the Council is to: (1) ensure that all proposals are fairly and consistently reviewed and evaluated; (2) monitor compliance with state and federal laws and policies; and (3) recommend awarding grants to the highest ranked proposal(s), based on available funding and the criteria outlined in this RFP.

DISCLAIMER

This project was supported, in part by grant number 20CASCDD, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201.

Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.

THE SCDD STATE PLAN (STATE PLAN)

The State Plan defines critical, current, and emerging issues facing Californians with I/DD and their families. The State Plan is developed with extensive community input from stakeholders throughout California. The State Plan also provides information to the federal Office on Intellectual and Developmental Disabilities (OIDD) on how the Council will invest its resources. The 2017-2021 State Plan can be accessed on the SCDD website: www.scdd.ca.gov.

CONTENTS OF PROPOSAL PACKAGE

ESSENTIAL CRITERIA FOR ALL PROPOSALS

1. Proposals submitted must meet the State Plan goal and/or objectives identified in this RFP.
2. Proposals submitted must serve individuals who meet the federal definition of I/DD.
3. Proposals submitted must be consistent with all applicable federal, state, and local government laws and regulations.
4. Proposals must be complete, including all required attachments.

2017-21 STATE PLAN GOALS and OBJECTIVES

Goal 6: Formal & Informal Community Supports

Californians with I/DD and their families, reflecting the diversity of the state, will have increased information and supports to access community-based services available to the general population.

Objective 6.1- The Council, in collaboration with our federal DD partners, will reduce service access barriers and decrease the disparity in available information, which describes services and supports that may be purchased throughout California's Regional Center system, by translating and providing that information in Spanish and tracking statewide POS disparity data for Spanish-speaking self-advocates and families.

Objective 6.2- The Council will increase the knowledge and skills of people with I/DD to move from institutional to community settings and to increase their ability to self-advocate.

Objective 6.3- The Council will increase outreach, training, and technical assistance to improve the quality of and access to services, including (but not limited to) Regional Centers, education, transportation, public benefits, child care, and recreation for people with I/DD and their families.

Objective 6.4- The Council, in consultation with its federal partners, will increase identification, advocacy and/or sponsorship of legislative, regulatory, policy, procedure, and/or practice changes to increase access to quality and inclusive community-based services for people with I/DD and their families – including competitive integrated employment, housing, health and public safety, and education throughout the lifespan.

Proposals must be submitted in accordance with these instructions, using the application forms available on SCDD's webpage, which is located at www.scdd.ca.gov, or utilizing the hard copies attached to these instructions. Documents submitted with this application may be posted on the Council's website.

Completed proposals must include the following elements:

1. **Cover Letter** (The cover letter to the proposal must be signed and include):
   - A one-paragraph description of the project.
   - Assurance that the proposer is financially capable of supporting the project until invoices are submitted and reimbursement is received.
   - The proposer must state the following: "We have carefully read and understand all the provisions in this RFP and agree to be bound by them. We have fully read and reviewed the terms and conditions as stated in the State Contracting Requirements, attached to the RFP, and, by submitting a proposal, understand

that this proposal document represents the agreement that we will be expected to execute if we are successfully awarded a Cycle 43 Program Development Grant from the SCDD." No deviations or exceptions to this statement shall be accepted or permitted.

2. Project Data Sheet (Form available online and attached to this RFP):

Proposer's Information

- Project Number - Leave blank (assigned by SCDD)
- Project Name - Provide a short descriptive name for the proposed project (55-character limit)
- Organization Name - Proposer's legal name
- Organization Website - If applicable, provide the Proposer's website address
- Organization Address - Street and floor or suite number
- Organization City/State - City and State
- Organization Zip Code - Five or nine-digit zip code
- Taxpayer ID Number - Provide taxpayer identification number (TIN)
- Project Period - Month/Day/Year. Use numbers. (e.g. XX/XX/XXXX)

Project Information

- Type of Proposer: Select the type of Proposer from the pull-down menu (i.e., Non-profit, School District, County, etc.) Select only one. Partnerships/collaborations must choose one organization as the primary proposer.
- State Plan Goal/Objective: Enter the State Plan goal or objective the project will address.

Project Funding

- Total project costs: Must equal the total of "SCDD grant funds," plus "proposer matching funds." The federal government is requiring matching funds on each grant awarded by SCDD. A match of 25% is required for Non-Poverty Areas and a 15% match is required for services that will be provided in Poverty Areas. The match may be in-kind funding.
- Indirect costs: Cannot exceed 10% (see definition under "Allowable and Non-Allowable PDG Grant Costs."
- Grant Type: Select Poverty or Non-Poverty from the pull-down menu.

Contact Information

- List the appropriate individuals with whom the SCDD staff will communicate for the indicated purposes. Use the check box to auto-fill repetitive information for a contact. The auto-fill information can be overridden if necessary (i.e. email addresses).

Signatory Authority

- Identify the organization's Director (CEO or equivalent) who can legally enter into a contractual agreement on behalf of the Proposer.

3. Project Narrative (Form available online and attached to this RFP):

The proposal must include a project narrative that includes the following sections and contents as described below. Do not exceed ten (10) pages. Be sure to address all the components below and those identified in the "Criteria for Proposal Evaluation" section of this RFP.

Abstract

- Provide a one-paragraph abstract that clearly states the project goal, the major activities/deliverables of the project, and the impact it will have on people with I/DD.

Qualifications

- Describe your organization's qualifications to implement the proposed project, including your experience working with people with developmental disabilities.

Collaboration

- Identify any organizations that will be collaborating on the project, and provide a brief description of the respective roles. Collaborators shall submit letters of support with original signature.

Methodology

- Provide a detailed narrative about the project, including information on the methodology to be used and an overview of project activities.
- Describe how (if applicable) the project is:
    - A new promising practice will be created
    - A promising practice will be improved
    - A promising practice will be supported
    - A best practice will be created
    - A best practice will be improved
    - A best practice will be supported

- Explain how the proposed project is regional. Regional impact may be described as outputs or outcomes that have an impact on the system (or subsystems) serving Californian's with I/DD; a new or innovative approach that has proven ability to be implemented statewide, or outputs or outcomes that serve all geographic regions of the SCDD.

- Explain how the proposed project is consistent with the Council's mission “The Council advocates, promotes, and implements policies and practices that achieve self-determination, independence, productivity, and inclusion in all aspects of community life for Californians with developmental disabilities and their families”
- State who the target population is and why it is being targeted.
- Describe how the project benefits individuals from underserved communities and addresses cultural diversity.
- Specify if the project targets individuals in (a) federally identified poverty area(s). Please use the “SCDD 2016 California Poverty Levels by County” publication (Exhibit ‘A’).
- Describe how it benefits Californians with I /DD through systemic change at the regional level.
- Provide a brief description of project activities/deliverables for each staff and any subcontractors identified for the project.

4. Outcome Measures & Evaluation

- Describe the major expected outputs/outcomes of the project, and how successful completion of the project will impact people with I/DD and/or systems serving people with I/DD. Please use the “SCDD Performance Measures FINAL” publication (Exhibit ‘B’).
- Describe how you will evaluate the outcomes of the project.
- Specify the number of people to participate in or be served by this project and/or the products to be produced.
- Describe how activities will continue after the grant is completed.
- Provide a specific timeline and work plan for contract work to be performed, including benchmarks and estimated completion dates for benchmarks and final product(s).

5. Budget Detail Worksheet (Form available online and attached to this RFP):

Develop a line item budget for the project, using the Budget Detail Worksheet, which is included in this RFP. Include the names or position titles for each staff person to be paid from the project budget, as identified on the Organization Chart (see Item 5 below). Specify the total project costs for each line item, description of expenses, and the expenses charged to SCDD funds. Identify your organization’s matching expenses under the Matching Funds column and identify the source of those funds; must be non-federal funds.

6. Required Attachments:

Proposal Checklist (Form available online and attached to this RFP)

- Proposers must complete the attached Proposal Checklist to help ensure that all required items are included.

Organizational Chart

- Provide an organizational chart for the proposed project only, including sub-contractors where applicable.
- The organization chart must include a list of the names and position titles of the personnel staff and sub-contractors listed on the Budget Worksheet. The organizational chart does not need to include the entire agency or institution.

Personnel Information

- For each staff person employed by the project, including those identified on the Budget Detail Worksheet, provide Curricula Vitae/Resume, Duty Statement, and any applicable current Licenses and Credentials. If staff has not been hired, provide position descriptions. No substitutions will be allowed for any of the documents listed above.

Previous Grants/Awards

- List all grants/awards received from any entity during the last two years that benefit individuals with I/DD. Include the name of the project, the funding source, contact person, telephone number, and the amount of the grant/award.

Three (3) Letters of Support

- A minimum of three letters of support from three different entities is required. Proposers should obtain letters of support from any collaborators that will be working on the project. Each letter must include the company/individual's name, address, and contact person, with the telephone number. At least one letter of support must be from an entity with recognized expertise in the area identified in the proposal. The letters should address (1) familiarity with the Proposer and (2) support for the project that is being proposed. Letters of support received from entities and/or individuals that will financially benefit from the funding of this project will not be counted toward the required three letters of support.
- Council members, including state department appointees and employees of the Council or Regional Offices, are ineligible to write letters of support.

Memorandum of Understanding or Letter of Commitment (if any)

Should the success of a proposed project involve a formal agreement such as a Memorandum of Understanding (MOU) or a Letter of Commitment, a copy of such

agreement must be submitted along with the proposal, signed by all parties having signatory authority.

Documentation of Proposer's Governing Board Approval (if required)
Should a proposal require formal "Governing Board Approval", proof of such approval must be submitted along with the proposal.

PROGRAM EVALUATION AND SELECTION PROCESS

Phase 1 – Administrative Review

Proposals will be reviewed and evaluated for timeliness and completeness of RFP specifications. In this review stage, reviewers will compare the contents of each proposal to the Required Documents Checklist and ensure that the minimum qualifications are met. Proposals that do not contain all the required items listed on the Required Documents Checklist will be rejected.

Phase 2 – Evaluation Panel

The Scoring Panel, established by the SCDD Executive Director, will review and score the proposals in accordance with the RFP scoring criteria. The Scoring Panel members are qualified individuals within the State Council on Developmental Disabilities who have knowledge and/or experience in services related to the SCDD Program Development Grant process.

Overall Proposal Evaluation

Each eligible proposal will be scored as follows. A maximum of 100 points may be awarded by each member of the review team.

CRITERIA FOR PROPOSAL EVALUATION: **Proposals should address each point below.**

I. STATE PLAN (36 points maximum):

- The degree to which the proposal advances the State Plan's Goals and/or Objective(s). 0-12 points
- Measurable outcomes are clearly identified and specifically address the State Plan's Goals and/or Objectives as identified by this proposal. 0-12 points
- The degree to which the proposal addresses systemic change, information dissemination, and sustainability related to the State Plan's Goals and/or Objectives as identified by this proposal. 0-12 points

II. METHODOLOGY (34 points maximum):

- The proposal uses a sound methodology for achieving the stated outcomes. 0-7 points.

- The target audience(s) is clearly delineated and is appropriate to the proposal. 0-6 points.
- The proposal outlines how it will address/impact underserved communities and cultural diversity. 0-7 points
- The proposal describes the types of deliverables to be provided. 0-7 points
- The proposal describes a sound programmatic procedure (with data collection, assessment and analysis) as part of its bi-monthly reporting process. 0-7 points

III. <u>ADMINISTRATION (30 points maximum):</u>

- The proposed budget is appropriate for accomplishing the identified objectives and contains all elements for the proposed project that are required by this RFP. 0-10 points
- The Proposer has demonstrated experience, knowledge, and potential to accomplish what is being proposed. 0-10 points
- The proposal supports/promotes new and/or innovative approaches to service delivery. 0-10 points

A minimum score of seventy-five percent (75%) in each of the three (3) Criteria Area (State Plan, Methodology, Administration) is required to be a considered for an award of a grant contract

Rounding of Decimal Point Scores: Decimal point scores shall be rounded up to the nearest whole number. (For example: 20.54 will be 21).

Tiebreaker: In the event there is a tie, the Scoring Panel will break the tie by awarding the contract to the proposal with the highest score in the State Plan category. If scores in that category are the same, the tie will be broken by the highest score in the Methodology category. If those scores are the same the tie will be broken by the highest score in the Administration category.

<u>ALLOWABLE AND NON-ALLOWABLE PDG GRANT COSTS</u>

The purpose of the PDG program is to provide resources necessary to initiate new services/supports that are creative, needed, and innovative for people with I/DD and their families. These funds may not be used to purchase goods or services, for which another funding source is available, or to supplant existing funding. Proposal budgets should include all necessary expenses for the Proposer to complete the project.

Each line item in the budget will be reviewed to determine whether it is allowable and reasonable. The Council reserves the right to request a revised budget.

The Federal Office of Management and Budget (OMB) has established uniform administrative requirements and cost principles for determining allowable costs

chargeable to Federal awards. The Contractor agrees to abide by Title 2 of the Code of Federal Regulations, Part 200 (2 C.F.R. 200 et seq.), except where this Agreement is more restrictive. The federal regulations are available for review on the Internet at www.efcr.gov under "Title 2-Grants and Agreements."
The following list contains some examples of allowable and non-allowable PDG contract expenditures:

1. Funds cannot be used to purchase real property.
2. Funds cannot be used to purchase childcare vouchers.
3. Funds may be used to modify facilities to meet fire and life safety requirements of the fire marshal and/or the licensing agency. The Proposer will be required to submit three bids for any facility
4. Rent for an office and/or facility is a reimbursable expense, as long as staff funded through the grant is working at or from the office/facility. The rent should not exceed the rental rates for an equivalent size facility in the geographical area.
5. Equipment may be leased; however, it may not be leased with an option to purchase. The contractor shall provide SCDD with copies of agreements for equipment leased during the contract period.
6. The following are examples of equipment that may not be purchased or purchased only with prior approval:
    - Motor vehicles may not be purchased.
    - Computers may only be purchased with prior approval from the SCDD.
    - Copy machines may not be purchased. However, they may be leased during the contract period.
    - Any equipment item that is attached to a facility or vehicle, which cannot be removed in usable condition from the facility or vehicle.
7. Funds cannot be used for modifications that are solely aesthetic in nature or are not necessary to meet fire and life safety requirements.
8. Any reimbursement for necessary travel expenses and per diem shall be at rates set in accordance with allowable state guidelines and per diem and mileage rates. Please visit https://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx for information for reimbursement rates and restrictions. Travel outside the State of California shall not be reimbursed. (Travel outside the SCDD's catchment area must be pre-approved by the SCDD, if reimbursement is requested).
9. Funds shall not be used to purchase food for participants at PDG-sponsored conferences, trainings, seminars, or workshops.
10. Costs related to disseminating information about project outcomes can only be included in the funding request if this expense is to be incurred during the term of the contract period.
11. No staff person can be committed to more than 100% of that person's time. SCDD reserves the right to verify and determine reasonableness of staff time committed to other jobs/projects.
12. Funds may be used to secure insurance coverage to assure that, prior to the contract approval, Contractor, other than a self- insured public entity, can furnish to the SCDD

a Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of Contract's activities under this contract, as appropriate, of not less than $500,000 per occurrence.

As a general rule, it can be assumed that equipment with a value under $500 will be amortized and no longer property of the State after three years. For purposes of PDG, equipment item costs must be considered in terms of the end usable product, e.g., a bed is considered the sum of the cost of the mattress, box springs, and frame. Proposers should contact the SCDD concerning items over $500. All equipment will be inventoried and be issued a state identification tag identifying each as the property of the State until it is released by the State.

PDG grants may not include indirect costs that exceed 10% of the grant total, as defined below:

Direct costs are those that are specifically spent to carry out the grant, such as compensation of employees for the time devoted and identified specifically to the performance of the grant; cost of materials acquired, consumed, or expended specifically for the purpose of the grant; and travel expenses incurred specifically to carry out the grant contract.

Indirect costs are items associated with general infrastructure support, such as general administration, facilities, equipment, operations, office supplies, and maintenance.

PDG PROPOSAL REQUIREMENTS AND TIMELINE

Questions

In the opinion of the SCDD, this RFP is complete and without need of explanation. However, if you have questions regarding this RFP, they must be submitted in writing via email to the Contract Analyst listed on the cover page. All bidders will be afforded the opportunity to participate in a non-mandatory live web-based pre-bidders conference prior to April 15, 2020. Information about the pre-bidder conference will be posted to SCDD's website. All questions must be received by the Question Submission Deadline listed in the Timelines on pages 15. All questions and responses will be posted in the form of an addendum on the Cal eProcurement website caleprocure.ca.gov/pages/index.aspx and on SCDD's website www.scdd.ca.gov by the date listed in the Timelines. **Questions will not be answered over the telephone.**

Requirements

1. Proposals must advance the 2017-2021 State Plan Goal and/or Objectives selected by the regional office.

2. Proposals must include measurable and identifiable outcomes.

3. The application must be complete and meet all the requirements set forth in this RFP. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.

4. A proposal will be rejected if it is conditional or incomplete at the submission deadline or if it deviates from the required format and content or contains other irregularities of any kind. SCDD may reject any or all proposals and may waive any immaterial deviation in a proposal. SCDD's waiver of immaterial deviation shall in no way modify the RFP or excuse the proposer from full compliance with all requirements.

5. Proposers are responsible for providing accurate, current, and complete information about their organization and proposed project.

6. **Timelines**

Pre-Bidders Conference	to be scheduled prior to April 15, 2020
Questions accepted ongoing until	May 1, 2020
Answers will be posted on SCDD website ongoing until	May 6, 2020
Application Deadline	May 20, 2020
Public Notice of Grant(s) Awarded	July 15, 2020
Protest Period	July 15-25, 2020
Award Notification*	July 28, 2020
Anticipated Funding of Approved Proposals	October 1, 2020
Completion of Project	September 30, 2021

*Pending successful completion of the protest period

7. Proposals must be received by 5:00 p.m. on May 20, 2020 at:
   State Council on Developmental Disabilities
   3831 N. Freeway Boulevard, Suite 125
   Sacramento, CA 95834
   Attention: Kristie Allensworth

8. Proposers shall submit one (1) original packet. Do not staple any portion of the proposal; use only binder/paper clips. Do not use three-hole punch paper. Do not submit the proposal in binders.

9. Proposers shall prepare the proposal using only Arial 14 font, black with 1” margins.

10. All documents contained in the proposal package must have original signatures and must be signed by a person who is authorized to legally bind the proposing firm.

11. Any proposals received after May 20, 2020, regardless of the postmarked date, will be returned to the Proposer and will not proceed through the evaluation process.

12. Faxed or e-mailed application materials will not be accepted. SCDD does not accept faxing or e-mailing of any documents pertaining to the completed application.

13. All decisions regarding proposals that are ultimately funded are the responsibility and sole discretion of the SCDD. Therefore, submission of all required documentation must be submitted and completed in the manner outlined in this RFP.

14. SCDD reserves the right to amend the RFP guidelines by addendum, but no later than ten days prior to the submission deadline date. Any such addendum will be posted on the SCDD website and notice will be issued via email from the SCDD Contract Analyst to all parties known by SCDD to have requested a proposal package or submitted a proposal through the date of the addendum.

15. The final decision to award a grant or grants rests with the State Council on Developmental Disabilities and is contingent upon final funding approval by the Council.

16. SCDD reserves the right to reject all proposals. The agency is not required to award a grant.

17. After the proposal scoring process all documents will be available for public inspection in accordance with Public Contract Code and Public Records Act rules. Any language purporting to render all or any portion of the proposals confidential shall be regarded as non-effective, and the proposal containing the language will be rejected.

18. SCDD staff will not provide written or oral debriefings to unsuccessful Proposers.

19. If the proposal is made under a fictitious name or business title, the actual legal name of Proposer must be provided.

20. Costs incurred for developing proposals and in anticipation of award of agreement contract are entirely the responsibility of the Proposer and shall not be charged to the State of California.

21. All proposals are to be complete when submitted. However, an entire proposal may be withdrawn and the Proposer may resubmit a new proposal prior to Proposal Due Date. Proposal modifications offered in any other manner, oral or written, will not be considered.

22. Before submitting a proposal, proposers should review, correct all errors, and confirm compliance with the RFP requirements.

23. Where applicable, proposer should carefully examine work sites and specifications. No additions or increases to the agreement amount will be made due to a lack of

careful examination of work sites and specifications. All service settings must be inclusive integrated settings.

24. SCDD does not accept alternate contract language from a prospective contractor. A proposal with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable and all state contracting rules are to be followed.

Note that all Agreements entered into with the State of California will include by reference General Terms and Conditions (GTC 4/17) that may be viewed and downloaded at Internet site https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language.

25. All grantees must comply with §124(c)(5) of the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000 (42 USC 15024; PL 106-402).

26. Any change by a grantee in key personnel who have been listed in a proposal must have prior approval of the SCDD.

FUNDING OF PROJECTS

Funding of projects is contingent on availability of federal funds and approval by the Council. After the announcement of a grant award, changes in the level of federal allocation to California could result in the reduction of funds or withdrawal of some or all funded proposals.

The Council assumes no responsibility for costs incurred by the Proposer for the development or submission of a proposal.

The Council may reduce the level of funding requested in a proposal. If the requested amount proposed will be reduced, the Proposer(s) will be asked if they want to proceed with the process. If the Proposer wishes to proceed, submission of a revised budget will be required with the revised funding request.

Successful Proposers will submit all invoices in arrears. Proposers must be financially capable of supporting the project until such time as invoices are submitted and reimbursement is received.

Successful Proposers must complete bi-monthly (every other month) reporting and invoice packets which must contain receipts for each expense/line item claimed, which includes but is not limited to: records of salaries paid, travel, conference fees, and hotel accommodations, as well as proof of overhead costs and indirect expenses.

Reimbursement of expenses will only be made for expenses associated with a line item of the approved budget and which have the proper supporting documentation.

Successful Proposers shall request in writing to SCDD all proposed transfers between individual line items and additions or deletions of line items. Such requests shall contain an explanation of the need for the change, identification of the line items to be changed, and a revised Budget. Any changes cannot be made prior to SCDD's written approval. SCDD reserves the right to deny any request for line item transfers, additions or deletions. The Contractor understands that in no event shall the maximum amount payable exceed the maximum amount specified in this contract.

Once the program element of the contract is approved by the SCDD, any budget change request that would change the program element will not be approved.

NOTICE OF INTENT TO AWARD CONTRACTS AND PROTESTS

SCDD staff scoring and recommendations for grant awards will be presented to the State Plan Committee (SPC) for consideration at its June 2020 meeting. A final decision to fund each grant will be made by the multi-member governing body of the State Council on Developmental Disabilities (SCDD) at its July 14, 2020 meeting.

A written protest may be filed with the Chair of the SCDD during the period July 15, 2020 through July 25, 2020. The protest letter must be received at the below address before 5:00 p.m. on July 25, 2020:

State Council on Developmental Disabilities
3831 N. Freeway Boulevard, Suite 125
Sacramento, CA 95834
Attention: Aaron Carruthers

The written protest must outline specifically what the Proposer is protesting and why the protest is being filed. Protests are limited to those instances where the SCDD did not follow the guidelines for accepting and evaluating the proposal. The decision of the SCDD Chairperson shall be final.

Pending successfully completing the protest period, a "Notice to Award Contract" will be posted July 28, 2020 at www.scdd.ca.gov.

OTHER TERMS AND CONDITIONS

Terms

The term of this agreement will be from October 1, 2020, through September 30, 2021. The State Council on Developmental Disabilities reserves the right to extend the contract

term for one-year. The State Council on Developmental Disabilities shall endeavor to give notice of its intention to extend the contract term at least sixty (60) days before expiration of the contract term.

Patents and Copyrights

A Proposer awarded a grant (hereinafter “Contractor”) agrees that any and all products or any other object or deliverable produced under this contract are the property of SCDD. Reproduction of these products, objects, or deliverables cannot be made without the express written approval of SCDD. Credit for these deliverables will be acknowledged as follows:

"This product was made possible by funding from the California State Council on Developmental Disabilities awarded to (insert provider's name) © California State Council on Developmental Disabilities. All Rights Reserved." Anything produced pursuant to this contract that may be patented or copyrighted is the sole property of SCDD, whether or not a patent or copyright is applied for or received by any other party or person.

Termination of Contract

The contract may be terminated with or/without cause by SCDD or the Contractor, upon providing a 30-day written notice to the other party. If the contract is terminated prior to completion, any/all equipment purchased through this contract will be returned to SCDD.

Subcontractors

If Contractor proposes to subcontract any services required under this contract, the Contractor shall submit any such proposal/MOU/contracts to the Contract Manager for review and written approval prior to initiation of the work by the subcontractor. Notwithstanding any subcontracting permitted by SCDD, the Contractor shall be solely liable for any failure of performance required by this contract. All subcontractors shall be required by the Contractor to meet or exceed any and all provisions of this contract.

Insurance Requirements

Prior to the contract approval, the Contractor, other than a self-insured public entity, shall furnish to SCDD, Certificate(s) of Insurance stating that there is liability insurance presently in effect covering all of contract's activities under this contract, as appropriate, of not less than $500,000 per occurrence.

The Certificate of Insurance will provide that:

> The insurer will not cancel the insured's coverage without a thirty-day (30) prior written notice to SCDD. SCDD, the Federal Administration on Intellectual and Developmental Disabilities, its officers, employees, and agents are included as additionally named insurers, but only insofar as the operations under this contract are concerned.

The Contractor agrees that the liability insurance herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires at any time or times during the term of this contract, the Contractor agrees to provide at least thirty (30) days prior to said expiration date a new Certificate of Insurance evidencing insurance coverage as provided herein for not less than one (1) year. In the event the contractor fails to keep insurance coverage in effect at all times as herein provided, SCDD may, in addition to any other remedies it may have, terminate this contract upon the occurrence of such event.

The Contractor expressly agrees that it shall carry all other forms of insurance as appropriate to its operations or as required by law, such as, but not limited to Workers' Compensation Insurance.

REPORTING REQUIREMENTS

The Contractor shall agree to the following reporting requirements:

1. Submission of written bi-monthly progress reports. These reports shall include, but not be limited to: whether the project is on schedule, addressing issues related to project operations and supervision, and identifying opportunities for airing difficulties or specific problems, so that remedies can be developed quickly. SCDD reserves the right to withhold payment on invoices submitted until an acceptable report is received;

2. Invoices submitted for payment must be accompanied by the bi-monthly and final report. Supporting documents for all expenses claimed must be enclosed with each billing including, but not limited to: receipts for any purchase made, travel claims, and payroll reports;

3. Submission of a written, final report in a format and manner prescribed by SCDD, within 30 days after contract completion or termination. This final report shall include, but not be limited to, an electronic copy and a camera-ready or master copy of any materials developed in the performance of this contract. The final report shall be comprehensive and include problems and solutions encountered during the contract term and submission of other reports as may be required by SCDD.

PROJECT CHANGE

Contractor shall immediately notify SCDD when any part of the contract becomes inoperative or requires change(s). Contractor may submit a written request to SCDD for any change(s) in the project, but shall not implement any changes prior to written SCDD approval, in accordance with this contract, state laws, federal laws, policies, and procedures, including the approval of the Department of General Services, if required. Such a request shall include, but not be limited to, a complete justification and description of how the change(s) will affect the program as outlined in the contract and the intended

outcomes. SCDD reserves the right to deny any such request for change(s). Under no circumstances can the budget changes exceed the total amount of the contract authorized by SCDD.

Project Evaluation

Evaluation of the project shall be in accordance with procedures established by SCDD.

Software Certification

If applicable, Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software, in violation of copyright laws.

Contractor Evaluations (PCC 10367)

Each contractor will have their performance evaluated. This evaluation will be conducted within 60 days of the completion of the contract.

RESTRICTIONS ON OUTSIDE EMPLOYMENT OF STATE EMPLOYEES

Current State Employees

No officer or employee in state civil service or other appointed state official shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or in which the officer or employee has a financial interest and which is sponsored and/or funded by any state agency or department through or by a state contract unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular state employment. No officer or employee in the state civil service shall contract on his or her own individual behalf as an independent contractor with any state agency to provide services or goods. (Public Contract Code §10411)

Former State Employees

No retired, dismissed, separated, or formerly employed person of any state agency or department employed under the state civil service or otherwise appointed to serve in state government may enter into a contract in which he or she is engaged in any of the negotiations, transactions, planning, arrangements, or any part of decision-making relevant to the contract while employed in any capacity by any state agency or department. The prohibition of this subdivision shall apply to a person only during the two-year period beginning on the date the person left state employment.

For a period of 12 months following the date of his or her retirement, dismissal, or separation from state service, no person employed under state civil service or otherwise appointed to serve in state government may enter into a contract with any state agency, if he or she was employed by that state agency in a policy-making position in the same

general subject area as the proposed contract within the 12-month period prior to his or her retirement, dismissal, or separation.

The prohibition of this subdivision shall not apply to a contract requiring the person's services as an expert witness in a civil case or to a contract for the continuation of an attorney's services on a matter he or she was involved with prior to leaving state service. (Public Contract Code §10411)

Conflict with Present State Employees

A state officer or employee shall not engage in any employment, activity, or enterprise which is clearly inconsistent, incompatible, or in conflict with, or inimical to his or her duties as a state officer or employee. (Government Code §19990)