	<b>REQUEST FOR GRANT APPLICATION (RFGA)</b>	<b>State of Arizona Office of the Attorney General</b> 2005 N Central Ave Phoenix, AZ 85004
	SOLICITATION NO: BPM000538	

**SOLICITATION NUMBER: BPM000538**

**Project #AG19-0023**

**DESCRIPTION: Homeless Support Services Program**

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**ELECTRONIC DOCUMENTS:** This Request for Grant Application (RFGA) is available through the State of Arizona Electronic Procurement System, *Arizona Procurement Portal (APP)*. The site is found at <https://appstate.az.gov>; use the Solicitation number above to find the solicitation.

**ARIZONA PROCUREMENT PORTAL (APP) GRANT APPLICATION, SUBMISSION, DUE DATE, AND TIME:** Grant applications in response to this RFGA (with the exception of State Agencies) shall be submitted within the State's eProcurement system, *Arizona Procurement Portal (APP)* (<https://appstate.az.gov>). Grant applications shall be received before the date and time listed in the solicitation's 'End Date' field. Grant applications submitted outside *Arizona Procurement Portal (APP)*, or those that are received on or after the date/time stated in the 'End Date' field, shall be rejected. Questions regarding submitting your grant application into *Arizona Procurement Portal (APP)* should be directed to the APP Help Desk at [APP@azdoa.gov](mailto:APP@azdoa.gov) or 602-542-7600. Offeror should avoid responding in the final minutes before closing.


**STATE AGENCY GRANT APPLICATION INSTRUCTIONS:** Grant Applications from State Agencies shall be delivered to the Office of the Attorney General, located at 2005 N Central Ave, Phoenix, Arizona 85004 or mailed to the Office of the Attorney General; Procurement Section; 2005 N Central Ave; Phoenix, AZ 85004. Grant applications must be in a sealed envelope or container and should be marked Solicitation #AG19-0023. Grant applications shall be received before the date and time listed in the solicitation's 'End Date' field in *Arizona Procurement Portal (APP)*. Offers that are received on or after the date/time stated in the 'End Date' field shall be rejected.

**GENERAL INFORMATION:** In accordance with A.R.S. §41-2701 competitive sealed grant applications for the services specified will be received by Arizona Office of the Attorney General Procurement at the specified location until the time and date cited above. Offers received by the correct date and time will be opened and the name of each Offeror will be publicly read. Offers must be in the actual possession of the Arizona Office of the Attorney General, Procurement Office, on or prior to the Solicitation Due Date and Time, and at the location indicated above. Late grant applications shall not be considered.

**Offerors are Strongly Encouraged to Carefully Read the Entire Request for Grant Application**

**SOLICITATION CONTACT PERSON:**

Procurement Officer:	Cindy Palmer	E-mail:	<a href="mailto:Cindy.Palmer@azag.gov">Cindy.Palmer@azag.gov</a>
Phone Number:	(602) 542-7986	Facsimile Number:	(602) 251-2285
Mailing Address:	2005 N Central Ave, Phoenix AZ 85004		

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## 1. Scope of Work

### 1.1. Introduction – Background of the Standard & Poor’s Settlement

In February 2015 a joint state settlement agreement was reached between Arizona, 18 other states, the District of Columbia and the U.S. Department of Justice with Standard and Poor’s (S&P) to resolve allegations that S&P misrepresented its objectivity with regard to its structured finance ratings services. The agreement resolved claims alleged by the Attorney General in a consumer fraud lawsuit filed two years earlier. Arizona received approximately \$21.5 million as a result of the settlement, which the court ordered to be used by the Arizona Attorney General for attorneys’ fees and other costs of investigation or litigation, for restitution, remediation, or for other consumer protection purposes, or for other uses as permitted by governing state law, within the discretion of the Attorney General.

In 2016, the AGO awarded nearly \$3 million to multiple grantees to support community-based solutions to assist homeless adults and families moving towards self-sufficiency and independence, and vulnerable populations including children, over a two-year funding cycle.

Approximately, six hundred thousand dollars (\$600,000) of the Standard & Poor’s settlement are remaining for additional homeless support programs to be administered by the Office of the Attorney General (AGO).

The funds will be distributed to community-based organizations through a competitive solicitation process for the purposes set forth in the settlement and as directed by the Attorney General. Additional information on the settlement is available at [www.azag.gov](http://www.azag.gov).

### 1.2. Purpose

The purpose of the Homeless Support Services Program is to address the need for essential supportive services for adults who are homeless or at risk of homelessness including, but not limited to, vulnerable populations such as veterans, seniors and individuals suffering from mental illness or neurocognitive disease.

### 1.3. Program Description

There are several public and private services provided in Arizona to address homelessness. Yet there are still many gaps to meet the needs of Arizonans who are homeless or facing homelessness.

The AGO expects to award grants to organization(s) that have experience successfully working with homeless programs. Due to the limited amount of funding and limited timeframe, organizations that can leverage this funding to create projects that will provide sustainable change for the target population, move a community towards greater capacity to address homelessness or expand an existing, successful program to reach a larger audience are encouraged to apply.


Grant applications should align with the following:

#### 1.3.1 Essential Support Services

Services can include case management, life skills training, financial literacy and other education, employment services, childcare, short term rent and utility assistance, transportation, meals, and referrals for health services.

### 1.4. Strategies

Grant applications must demonstrate a full understanding of the current demographic trends, needs and gaps in meeting the needs of the homeless in Arizona. With this in mind, program implementation should demonstrate

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meaningful ways to leverage existing efforts and funding when possible and articulate sustaining efforts for goal attainment and maintenance.

**1.5. Geographic Service Areas and Funding Priorities**

Offerors may propose to deliver services statewide, by county, or to a single jurisdiction (e.g., city or town). The selected geographic area must be identified. The Offeror should demonstrate that the service area selected has a need for the proposed program and why.

**1.6. Reimbursable Expenses and Costs**

Ongoing administrative expenses, including salaries and ERE, will be invoiced and paid by the AGO on a quarterly basis. One-time, large allowable expenses may be invoiced monthly, with receipts. Invoices shall be in accordance with the accepted Cost Sheet. (Attachment II - Cost Sheet Form).

**1.7. Allowable Expenses**

Direct program and overhead costs: personnel, outreach, material and supplies directly related to the delivery of the homeless support services, equipment/technology used by program staff, communications, and other costs associated with the provision of services as detailed and accepted in the Cost Sheet provided in Attachment II. Indirect expenses cannot exceed ten percent (10%).

**1.8 Minimum Program Requirements**

1.8.1 Provide all services in an appropriate manner for the population to be served. Services can include (this list is not all inclusive):


- Case management
- Life skills training
- Financial literacy
- Employment services
- Short term rent and utility assistance
- Meals
- Child care
- Referral to mental health services by licensed professionals
- Referral to substance abuse treatment by licensed or certified professionals
- Transportation
- Services for special populations

1.8.2 Determine each participant’s need for services and maintain appropriate documentation of services provided to each participant.

**1.9 Reporting/Deliverables for each Program**

The Grantee shall submit to the AGO:

- 1.9.1 Individual signed invoices not more than 30 days following the end of each billing quarter.

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1.9.2 Name, phone number, and resume of all program staff funded under the Grant, due within 30 days of hire.

1.9.3 Quarterly and Annual Reports

1.9.3.1 Update the logic model, if changes are made to programming and approved by the AGO.

1.9.3.2 Update the Gantt chart that identifies activities to be completed by quarter, if changes are made to the timeline and approved by the AGO.

1.9.3.3 Submit a narrative description of how the project activities fit within the identified strategy or strategies.

1.9.3.4 Provide statistical and demographic information, to be defined upon award.

1.9.3.5 Discuss how the strategies are working.

1.9.3.6 Discuss your ability to work within the confines of your proposed budget for the funding year and the subsequent funding year.

1.9.3.7 Other information as requested by the AGO.

## **1.10 Requirements for Award**

1.11.1 Eligible Grantees

Community-based organizations: private 501(c)(3) nonprofits, including faith-based organizations; and state, county, municipal, tribal government and public agencies.

1.11.2 Number and Value of Awards

The AGO intends to fund multiple grants as funding permits. The AGO will have sole discretion to determine the number of awards, if any, and the dollar amount of each award, based on the AGO's evaluation of the funding requests submitted. The AGO reserves the right to reject and/or modify any funding request made through this Request for Grant Application ("RFGA"), including but not limited to modifying proposed goals and geographic service areas.

1.11.3 Duration


Grantees shall propose to use the funds for a two year program. The second year of the program will be contingent upon reviews during the first year to ensure that Grantees are fulfilling contract and program requirements, and expending funds consistent with the contract or other terms as per the Special Terms and Conditions. If contracts are not renewed for the second year, the AGO may re-allocate funds to other contract grantees.

1.11.4 No Supplanting Existing Funds

Funds awarded pursuant to this RFGA shall not replace existing or proposed funding arrangements between Grantees and governmental entities or other interested parties.


1.11.5 Actual Costs

Grant Applications should reflect the actual anticipated costs of the proposed program(s) and correspond to the number of individuals within the proposed geographic area they intend to serve.

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1.11.6 Program Start-up

New program start-ups are expected within approximately 30 days of the contract award that is projected to occur on June 1, 2019. Grantees shall be fully staffed and have resources necessary to fulfill the commitments the Grantee has promised in their proposal. Should Grantee fail to staff at the level as accepted in this agreement, the firm fixed cost will be decreased to equitably address the staff shortage. The AGO may allocate these unexpended funds to another Grantee.

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## 2. Special Terms and Conditions

### 2.1 Grant

This Grant is issued for the Arizona Attorney General's Office in accordance with A.R.S. §41-2702.

### 2.2 Grant Type

Firm fixed cost.

### 2.3 Term of Grant

The term of the Grant shall commence June 1, 2019 and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein.

### 2.4 Grant Extension

By Grant amendment, any resultant Grant may be extended for supplemental period of up to a maximum of 24 months. If the AGO exercises such rights, all terms, conditions and provisions of the original Grant shall remain in effect and apply during the renewal period, with the possible exception of price.

This Grant may be cancelled without any further obligation by the State of Arizona or the AGO if monies are not appropriated or otherwise made available to support the continuation of this Grant in a subsequent fiscal year. If this Grant is cancelled under this condition the Grantee may only be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the services delivered under the Grant or which are otherwise not recoverable.

### 2.5 Changes

The Office of the Attorney General reserves the right to add or delete related services and materials and make other changes within the general scope of work as may be deemed necessary to best serve the interests of the State. Changes to the Grant shall be documented by formal written amendment(s).

### 2.6 Documents Incorporated by Reference


The State of Arizona's Uniform Instructions to Offerors (rev 9-2014) and Uniform Terms and Conditions V9\_(Rev 7-1-2013) are incorporated into this Grant as if fully set forth herein. Copies of these documents are attached to this solicitation as a separate document under the Attachment Tab.

### 2.7 Estimated Usage

Any Grant resulting from this Solicitation shall be used on an as needed, if needed basis. The State makes no guarantee as to the amount of work that may be performed under any resulting Grant.

### 2.8 Non-Exclusive Grant

The Office of the Attorney General has the right to go outside the Grant to obtain similar services or obtain materials from another source when necessary to meet the requirements of the State. Any off Grant procurement shall be made in accordance with the Arizona Procurement Code.

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## **2.9 Ownership of Materials**

All materials, documents, deliverables and/or other products of the Grant (including but not limited to e.g., work plans, reports, etc.) shall be the sole, absolute and exclusive property of the State of Arizona and the Attorney General's Office, free from any claim or retention of right on the part of the Grantee, its agents, subgrantees, officers or employees.

## **2.10 Key Personnel**

The Grantee agrees to utilize only experienced, responsible, and capable people in the performance of this Grant. The Grantee shall bear all transitional expenses incurred for any costs associated with removing or replacing key personnel who are performing work under this Grant. The Grantee shall identify, at a minimum, the project director, project manager, and any other personnel who will provide a key function on this project.

## **2.11 Skill and Knowledge of Grantee's Employees**

Grantee represents and warrants to the State that Grantee has the skill and knowledge possessed by members of its trade or profession and that Grantee will apply skill and knowledge with care and diligence so Grantee's employees and any authorized subgrantees shall perform the Services described in this Grant in accordance with the Statement of Work.

## **2.12 Background Check of Grantee's Employees**

The Office of the Attorney General may require all personnel, Grantees, employees, or subgrantees, working with the Office of the Attorney General to submit to and successfully pass fingerprinting and background checks.

## **2.13 Removal of Grantee's Employees**

The Office of the Attorney General may require the Grantee to remove from an assignment employees who endanger persons, property or whose continued employment under this Grant is inconsistent with the interests of the Office of the Attorney General.

## **2.14 Availability of Grantee**


The Grantee shall be available immediately upon receipt of the Notice to Proceed and remain available to the Office of the Attorney General throughout the period of performance as stated in the Grant.

## **2.15 Licenses and Permits**

The Grantee shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business and conducted by the Grantee and for the completion of the work specified in the Scope of Work.

## **2.16 Confidentiality of Records**

The Grantee shall establish and maintain procedures and controls that are acceptable to the Office of the Attorney General for the purpose of assuring that no information contained in its records or obtained from the State or from others carrying out its functions under the Grant shall be used by or disclosed by the Grantee, its agents, offices, employees, or subgrantees, except as required to efficiently perform duties under the Grant. Persons requesting such information shall be referred to the Office of the Attorney General. Grantee also

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agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the Office of the Attorney General.

**2.17 Treatment of Confidential Business Information**

AGO may turn over to the Grantee Confidential Business Information (CBI) necessary to carry out the work required under the Grant or the Grantee may be exposed to CBI while working with the AGO. The Grantee and the Grantee’s employees agree to use the CBI only under the following conditions:

- 2.17.1 Use the CBI only for the purposes of carrying out the work required by the Grant;
- 2.17.2 Not disclose the information to anyone other than properly cleared employees; and
- 2.17.3 Return the CBI to AGO whenever the information is no longer required by the Grantee for performance of the work required by the Grant, or upon completion/termination of the Grant.

**2.18 Laws and Regulations**

The Grantee shall establish and maintain procedures and controls that comply with laws and regulations. The Grantee shall hold the State and the Attorney General harmless from loss, cost or damage by reason of any actual or alleged violation thereof arising out of the Grantee’s employees or subgrantee’s failure to so comply.

**2.19 Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

The Office of the Attorney General intends to comply with assurances given to components of the State covered under HIPAA and its accompanying Administrative Simplification Regulations (“Covered Components”). These written assurances certify that the Office will collect, receive, use, and disclose the minimum necessary protected health information and related records solely for the purposes allowed under HIPAA. The Grantee warrants that it is familiar with the requirements of HIPAA and its accompanying regulations and will comply with any HIPAA requirement that may be applicable to the Office during the course of this agreement. In addition, the Grantee shall agree to cooperate to ensure compliance with assurances given to Covered Components, including signing a Business Associate Agreement in cases where the Grantee, Grantee’s employees, and any subgrantees may work with data that involves a Covered Component (e.g. CPS, DDD, State Hospital, BHS, AHCCCS, etc.) and these agencies receive protected health information from or on behalf of the HIPAA covered client. Counsel agrees to execute such further HIPAA assurances or agreements as the State may deem appropriate.

**2.20 Pricing**


2.20.1 Pricing

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workers’ compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges, consistent with Section 1.7 Allowable Expenses.

2.20.2 Price Reduction

A price reduction adjustment may be offered at any time during the term of the Grant and shall become effective upon notice.



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## 2.21 Shipping

Prices shall be FOB Destination Phoenix, Arizona.

## 2.22 Invoicing

### 2.22.1 Invoice Frequency

The Grantee shall submit quarterly invoices during the performance of this grant. Payment shall only be for the amount of work completed and accepted by the Office of the Attorney General, as detailed in the accepted Cost Sheet, for that preceding quarter unless otherwise stipulated in the grant; consistent with Section 1.10 Reporting/Deliverables for each program. Invoices shall be received no later than the end of the current month for the previous quarter's performance. In no instance shall the amount(s) being invoiced differ from the price established in the Grant and any subsequently approved written Amendments.

### 2.22.2 Invoices and Payment

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Grantee shall submit a complete and accurate invoice for payment from the State within thirty (30) days.


### 2.22.3 Invoice Format

Invoices, using the template provided by the AGO, shall be accompanied by the quarterly report that clearly indicates the work accomplished. Grant and/or Purchase Order numbers should be included. The Grantee shall submit invoices to the Office of the Attorney General, 2005 N. Central Avenue, Phoenix, AZ 85004, with a copy to the Consumer Settlement Program Coordinator, Consumer Protection and Advocacy Section at the same address.

## 2.23 Indemnification

To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subgrantees. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Grantee to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this Grant, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents, and employees for losses arising from the work performed by the Grantee for the State of Arizona.

This indemnity shall not apply if the Grantee or sub-Grantee(s) is/are an agency, board, commission or university of the State of Arizona.

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**2.24 Insurance Requirements:**

2.24.1 Grantee and subgrantees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Grant, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Grantee, its agents, representatives, employees or subgrantees.

2.24.2 The Insurance Requirements herein are minimum requirements for this Grant and in no way limit the indemnity covenants contained in this Grant. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Grantee from liabilities that arise out of the performance of the work under this Grant by the Grantee, its agents, representatives, employees or subcontractors, and the Grantee is free to purchase additional insurance.

2.24.3 Minimum Scope and Limits of Insurance

- Grantee shall provide coverage with limits of liability not less than those stated below
- Commercial General Liability (CGL) – Occurrence Form

Policy shall include bodily injury, property damage, and broad form contractual liability coverage.

General Aggregate	\$2,000,000
Products – Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Damage to Rented Premises	\$50,000
Each Occurrence	\$1,000,000

a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee.

b. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

- Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned automobiles used in the performance of this Grant.

Combined Single Limit (CSL)	\$1,000,000
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a. Policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the Grantee involving automobiles owned, hired and/or non-owned by the Grantee.

b. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

- **Workers' Compensation and Employers' Liability**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease – Each Employee	\$1,000,000
Disease – Policy Limit	\$1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

b. This requirement shall not apply to each Grantee or subgrantee that is exempt under A.R.S. § 23-901, and when such Grantee or subgrantee executes the appropriate waiver form (Sole Proprietor or Independent Grantee).

- **Professional Liability (Errors and Omissions Liability)**

Each Claim	\$ 2,000,000
Annual Aggregate	\$ 2,000,000


a. In the event that the Professional Liability insurance required by this Grant is written on a claims-made basis, Grantee warrants that any retroactive date under the policy shall precede the effective date of this Grant and, either continuous coverage will be maintained, or an extended discovery period will be exercised, for a period of two (2) years beginning at the time work under this Grant is completed.

b. The policy shall cover professional misconduct or negligent acts for those positions defined in the Scope of Work of this grant.

## 2.25 Additional Insurance Requirements

The policies shall include, or be endorsed to include, as required by this written agreement, the following provisions:

- 2.25.1 The Grantee's policies, as applicable, shall stipulate that the insurance afforded the Grantee shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
- 2.25.2 Insurance provided by the Grantee shall not limit the Grantee's liability assumed under the indemnification provisions of this Grant.

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**2.26 Notice of Cancellation**

Applicable to all insurance policies required within the Insurance Requirements of this Grant, Grantee’s insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to the State of Arizona. Within two (2) business days of receipt, Grantee must provide notice to the State of Arizona if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to the Department and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State Representative’s Name, Address & Fax Number).

**2.27 Acceptability of Insurers**

Grantee’s insurance shall be placed with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an “A.M. Best” rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.


**2.28 Verification of Coverage**

Grantee shall furnish the State of Arizona with certificates of insurance (valid ACORD form or equivalent approved by the State of Arizona) as required by this Grant. An authorized representative of the insurer shall sign the certificates.

- 2.28.1 All such certificates of insurance and policy endorsements must be received by the State before work commences. The State’s receipt of any certificates of insurance or policy endorsements that do not comply with this written agreement shall not waive or otherwise affect the requirements of this agreement.
- 2.28.2 Each insurance policy required by this Grant must be in effect at, or prior to, commencement of work under this Grant. Failure to maintain the insurance policies as required by this Grant, or to provide evidence of renewal, is a material breach of contract.
- 2.28.3 All certificates required by this Grant shall be sent directly to the Department. The State of Arizona project/grant number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Grant at any time.

**2.29 Subcontractors or Sub-grantees**

Grantee’s certificate(s) shall include all subgrantees as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all subgrantees have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subgrantee. All coverages for subgrantees shall be subject to the minimum Insurance Requirements identified above. The Department reserves the right to require, at any time throughout the life of the Grant, proof from the Grantee that its subgrantees have the required coverage.


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**2.30 Approval and Modifications**

The Granting Agency, in consultation with State Risk, reserves the right to review or make modifications to the insurance limits, required coverages, or endorsements throughout the life of this Grant, as deemed necessary. Such action will not require a formal Grant amendment but may be made by administrative action.

**2.31 Exceptions**

In the event the Grantee or subgrantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a certificate of self-insurance. If the Grantee or subgrantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

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### **3 Special Instructions to Offerors**

#### **3.1 Solicitation Inquiries**

##### **3.1.1 Issuing Office Solicitation Contact Person**

The AGO Procurement Office Solicitation Contact Person identified on the cover page of this RFGA shall be the sole point of contact for purposes of the preparation and submittal of grant applications to this Solicitation.

##### **3.1.2 Solicitation Clarifications**

No later than the Solicitation Questions due date and time, all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person via the Discussion Forum in the Arizona Procurement Portal (APP). If this results in a change to the Solicitation, a written Solicitation Amendment will be issued prior to the Solicitation due date.

##### **3.1.3 Solicitation Amendments**

The Offeror should acknowledge receipt of a Solicitation Amendment by signing and returning the Solicitation Amendment with their grant application by the specified due date and time.

#### **3.2 Solicitation Submission Guidelines**

##### **3.2.1 Late Grant Applications**

All grant applications must be received before the solicitation's 'End Date' at the 'Time' specified. Any response received on or after the solicitation due date and time specified will not be considered.

##### **3.2.2 Withdrawal of an Offer**

At any time prior to a specified solicitation due date and time, a Bidder/Offeror (or designated representative) may withdraw their offer. Any offer which is not completed and properly submitted in Arizona Procurement Portal (APP) by the End Date/Time posted shall be considered as withdrawn by the Offeror.

##### **3.2.3 Primary Grantee**

Teaming Arrangements may be proposed but must designate a "Primary Grantee" and identify any other teaming entity as a subgrantee. The AGO will not accept a teaming arrangement that designates more than one entity as a cosigner of the grant application. The Primary Grantee shall be responsible for all obligations and the management of all subgrantees. The AGO will not become part of any negotiations between a Primary Grantee and a subgrantee or accept any invoices from subgrantees.

##### **3.2.4 Familiarization of Scope of Work**

The Offeror should carefully review the requirements of the Solicitation and familiarize itself with the Scope of Work, laws, regulations and other factors so to satisfy itself as to the expense and difficulties of the work to be performed. The signing of the Offer and Grant Award form will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the Grant, for lack of such familiarization.

##### **3.2.5 Responsibility, Responsiveness and Susceptibility**

In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312 and R2-7-C316, the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well, as the grant application's responsiveness and susceptibility for Grant award.



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- 3.2.5.1 Whether the Offeror has had a Grant within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the Grant;
- 3.2.5.2 Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a Grant. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 3.2.5.3 Whether the Offeror is legally qualified to Grant with the State and the Offeror's financial, business, personnel, or other resources, including subgrantees;
  - 3.2.5.3.1 Legally qualified includes if the vendor or if key personnel have been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subgrantee of any public procurement unit or other governmental body.
- 3.2.5.4 Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 3.2.5.5 Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subgrantees and any other data specifically requested in the Solicitation;
- 3.2.5.6 Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 3.2.5.7 Whether the Offer limits the rights of the State;
- 3.2.5.8 Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Grant performance. The State shall be the sole determiner as to the reasonableness of a condition;
- 3.2.5.9 Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 3.2.5.10 Whether the Offeror provides misleading or inaccurate information

### 3.3 Components of a Complete Grant Application

#### 3.3.1 Grant Application Submittal:

Grant applications in response to this solicitation shall be submitted within the State's eProcurement system, *Arizona Procurement Portal (APP)* (<https://appstate.az.gov>). Offers shall be received before the date and time listed in the solicitation's 'End Date' field. Offers submitted outside *Arizona Procurement Portal (APP)*, or those that are received on or after the date/time stated in the 'End Date' field, shall be rejected. Questions regarding submitting your grant application into *Arizona Procurement Portal (APP)* should be directed to the APP Help Desk at [APP@azdoa.gov](mailto:APP@azdoa.gov) or 602-542-7600. Offeror should avoid responding in the final minutes before closing. The State will not provide any reimbursement for the cost of developing or presenting grant applications in response to this RFGA.

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3.3.1.1. Grant application documents shall be uploaded into the “Technical Envelope” of the solicitation.

3.3.1.2. The items tab shall be completed to match the Cost Sheet in Attachment II.

3.3.1.3. State Agencies Only: Offers shall be delivered to the Office of the Attorney General, located at 2005 N Central Ave, Phoenix, Arizona 85004. Grant applications must be in a sealed envelope or container and should be marked Solicitation #AG19-0023. Offers shall be received before the date and time listed in the solicitation’s ‘End Date’ field in Arizona Procurement Portal (APP). Offers that are received on or after the date/time stated in the ‘End Date’ field shall be rejected.

### 3.3.2 Conformance to the RFGA

The Offeror should use the provided forms and formats or forms and formats substantially similar. Failure to include the requested information, providing incomplete information, adding irrelevant information or taking exception to terms and conditions may have a negative impact on the evaluation of the Offeror’s grant application. Offerors should follow the format provided below.

### 3.3.3 Grant Application Format

The following information should be submitted with each grant application and in this order. This format provides a section layout for the grant application and cost sheet. Failure to include all of the requested information may result in a grant application being rejected.

- Transmittal Letter

A transmittal letter should accompany all grant applications. A corporate officer or a person who is authorized to represent your company should sign this letter. The letter of transmittal should:

- Identify the submitting organization.
- Identify the name and title of the person authorized by the organization to contractually obligate the organization.
- Identify the name, title, and telephone number of the person authorized to negotiate the Grant on behalf of the organization.
- Identify the names, titles, and telephone numbers of persons to be contacted for clarification.
- Explicitly indicate acceptance of the requirements of this RFGA.
- Be signed by the person authorized to contractually obligate the organization.

- Attachment I

- Offeror shall complete the top half of the Offer and Acceptance form. The Offer and Acceptance form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.
- Offeror shall complete the Business Questionnaire.
- Offeror shall complete the Program Details Questionnaire.
- Offeror shall complete the Organizational Chart.
- Offeror shall complete the Management Structure Questionnaire.
- Offeror shall complete the Qualifications and Experience of Key Personnel Questionnaire for each program proposed in the application. Multiple pages should be added if necessary.
- Offeror shall complete the Organization and Experience Capacity Questionnaire.

- Attachment II – Complete the following for each program proposed in the application.





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- Offeror shall submit a Scope of Work Narrative, not to exceed 10 pages.
- Offeror shall submit a Cost Sheet with Budget Narrative
- Offeror shall complete a Logic Model (Exhibit A). The Logic Model should align with the Scope of Work narrative description provided.
- Offeror shall complete a Gantt chart (Exhibit B). The Gantt chart should align with the narrative description provided.
- Attachment III – Designation of Confidential, Trade Secret, and Proprietary Information
  - Offeror shall complete and should include the signature of a person authorized to bind the document.
- Solicitation Amendments

Receipt of Solicitation Amendment(s) should be acknowledged by signing and returning the document with the grant application or prior to the Solicitation due date and time, to the Solicitation Contact Person listed on the cover page of this Solicitation.

- Exceptions to the RFGA

An Offeror who takes exception to any portion of the Solicitation must do so pursuant to the Uniform Instructions to Offeror. If the Offeror is taking exception to a section or sections of the Solicitation, the Offeror shall designate a section in the grant application titled "Exceptions". Any exceptions to the Solicitation not listed in this section or otherwise not submitted in the proper form shall not be considered a part of the Offeror's grant application and shall not be enforceable in any resulting Grant. Taking exception to the Terms and Conditions of the Solicitation may result in a grant application receiving a lower evaluation score. Low evaluation scores may result in the grant application being determined not susceptible for award. Exceptions to the terms and conditions should provide sufficient justification to detail the reason the exception is advantageous to the State of Arizona.

- Confidential Information

All grant applications submitted and opened in response to this RFGA are public records and must be retained by the State. Offers shall be open to public inspection after Grant award, except for such Offers or specific information within such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, the Offeror shall designate a special section labeled "Confidential Information" and include any information the Offeror indicates as confidential along with a statement detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. This special section should be uploaded as a separate file into the Arizona Procurement Portal (APP) system and marked confidential. The State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code. Information not specifically identified as confidential by the Offeror in accordance with this paragraph or determined to be not confidential by the State will be open to public inspection.

- Suspension or Debarment Status

If the firm, business or person submitting a grant application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or local government, the Offeror should include a letter with its grant application setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment and the relevant



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circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment will result in rejection of the grant application or cancellation of a Grant. The State also may exercise any other remedy available by law.

- Insurance

The Offeror should provide a Certificate of Insurance or a letter from the Offeror's Insurance Provider demonstrating the Offeror is able to provide insurance in accordance with the Special Terms and Conditions Section of this RFGA.

### 3.4 Grant Application Opening

Grant applications shall be opened at the Solicitation Due Date and Time listed in the Solicitation's 'End Date' field within Arizona Procurement Portal (APP). The name of each Offeror shall be publicly read and recorded in the presence of at least one witness. Prices shall not be read.

### 3.5 Offer and Acceptance Period

In order to allow for an adequate evaluation, AGO requires an Offer in response to this Solicitation to be valid and irrevocable for 120 days after the opening due date.

### 3.6 Evaluation Criteria

#### 3.6.1 Evaluation Criteria

In accordance with the Arizona Procurement code A.R.S. § 41-2702, one or more awards shall be made to the responsible Offeror(s) whose grant application is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

##### 3.6.1.1.1 Strategy

##### 3.6.1.1.2 Program Management and Implementation

##### 3.6.1.1.3 Cost Sheet & Budget

##### 3.6.1.1.4 Organization and Program Experience and Capacity


In addition to the evaluation criteria, exceptions to the terms and conditions, as stated in the Uniform Instructions Section C.3, may impact an Offeror's susceptibility for award.

### 3.7 Discussions

After the initial receipt and evaluation of grant applications, the AGO may conduct discussions with Offerors whose grant applications are deemed to be reasonably susceptible to award. Notwithstanding this section, grant applications should be submitted initially complete and on most favorable terms. In the event discussions are conducted, the AGO shall issue a written request for Best and Final Offers.

### 3.8 Best and Final Offer

The request for Best and Final Offer shall inform Offerors, that if they do not submit a Best and Final Offer or a notice of withdrawal, their immediate previous Offer will be considered as their Best and Final Offer. The Offeror's "immediate previous Offer" will consist of the Offeror's original grant application submission and any documents submitted by the Offeror during discussions.

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**3.9 Definitions of Key Words Used in the RFGA**

- 3.9.1 Shall, Must  
Indicates a mandatory requirement; Failure to meet these mandatory requirements may result in the rejection of a grant application as non-responsive.
- 3.9.2 Should, Will  
Indicates something that is recommended but not mandatory
- 3.9.3 May  
Indicates something that is not mandatory but permissible