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|  | REQUEST FOR GRANT APPLICATION (RFGA) | State of Arizona Office of the Attorney General 1275 W Washington ST Phoenix, AZ 85007-2926 |
| | SOLICITATION NO: AAGO16-00006015 | |

SOLICITATION NUMBER: AAGO16-00006015
Project #AG16-0023

DESCRIPTION: Mental Health Illness and Disorders, Developmental Learning Disorders and Neurocognitive Disease Programs

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

PROCUREAZ OFFER, SUBMISSION, DUE DATE, AND TIME: Offers in response to this grant application shall be submitted within the State's eProcurement system, *ProcureAZ* (<https://procure.az.gov>). Grant applications shall be received before the date and time listed in the solicitation's 'Bid Opening Date' field. Grant applications submitted outside *ProcureAZ*, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions regarding submitting your grant application into *ProcureAZ* should be directed to the ProcureAZ Help Desk at procure@azdoa.gov or 602-542-7600. Offeror should avoid responding in the final minutes before closing.

STATE AGENCIES ONLY: Grant Applications shall be delivered to the Office of the Attorney General, located at 1275 West Washington Street, Phoenix, Arizona 85007. Mailing address is: Office of the Attorney General; Procurement Section; 1275 West Washington Street; Phoenix, AZ 85007. Grant applications must be in a sealed envelope or container. Grant applications should be marked Solicitation #AG16-0023. Grant applications shall be received before the date and time listed in the solicitation's 'Bid Opening Date' field in ProcureAZ. Offers that are received on or after the date/time stated in the 'Bid Opening Date' field shall be rejected.

GENERAL INFORMATION: In accordance with ARS §41-2701 et seq competitive sealed grant applications for the services specified will be received by Arizona Office of the Attorney General Procurement Section at the specified location until the time and date cited above. Grant applications received by the correct date and time will be opened and the list of all Offerors will be available. Grant Applications 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 offers shall not be considered.

Offerors are Strongly Encouraged to Carefully Read the Entire Request for Proposal

SOLICITATION CONTACT PERSON:

Procurement Officer: Cindy Palmer
Phone Number: (602) 542-7986/(602) 251-2285 (Fax)
E-mail: Cindy.Palmer@azag.gov
Mailing Address: 1275 West Washington Street, Phoenix AZ 85007

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1. Scope of Work

1.1. Introduction – Background of the Janssen Pharmaceutical Settlement

In 2012, a settlement was reached between Arizona and 36 other states with Janssen Pharmaceuticals to resolve allegations that Janssen engaged in deceptive practices in connection with its marketing and promotion of Risperdal®, an atypical anti-psychotic drug approved for certain types of schizophrenia, bipolar disorder, and irritability associated with autism.

The Complaint filed concurrently with the Consent Judgment alleged that Janssen engaged in deceptive practices when it marketed Risperdal to physicians for uses unapproved by the Food and Drug Administration (“off-label uses”), failed to adequately disclose the drug’s potential adverse side effects to physicians, and withheld negative information contained in scientific studies concerning the safety and efficacy of Risperdal.

The Janssen Consent Judgment, a copy of which is attached, provides approximately \$4 million to benefit consumers through the funding of research, programs and/or services that provide alternatives to the use of atypical antipsychotics for the effects of Alzheimer’s disease and/or dementia in elderly patients in long term care facilities; for managing childhood and adolescent developmental and learning disorders; and by funding education and outreach programs directed at treatments for mental illness and/or for mental disorders.

The funds will be distributed to community-based nonprofit organizations, government agencies and individuals (third-parties) through a competitive solicitation process for the purposes set forth in the Consent Judgment and as directed by the Attorney General.

Additional information on the settlement is available at www.azag.gov.

1.2. Purpose

The purpose of this contract is to develop and/or implement programs to utilize the Janssen Pharmaceuticals settlement funds that will address alternatives to atypical anti-psychotic pharmaceuticals related to mental health needs in Arizona.

1.3. Programs Available

Offerors may submit a grant application to address one or more of the following target areas of mental health issues, developmental learning disorders and neurocognitive disease in Arizona. A separate grant application is required for each target area of interest.

- 1.3.1. Education and outreach treatments for mental illness and/or mental disorders;
- 1.3.2. Programs or services including prevention for people with mental illness and/or mental disorders;
- 1.3.3. Programs or services including prevention for youth with developmental learning disorders; or
- 1.3.4. Programs or services including prevention for seniors with Alzheimer’s or dementia, in addition to those provided by long term care facilities.

1.4. Program Descriptions

There are several public and private services provided in Arizona to address mental illness, mental disorders, developmental learning disorders and neurocognitive diseases such as Alzheimer’s and dementia. Yet there are still many gaps in education, prevention, outreach and services for those in Arizona that are afflicted with these

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mental health issues.

The AGO expects to select Grantees that have experience working within Mental Health Programs. Due to the limited amount of funding and limited timeframe, projects that can leverage this funding to create sustainable change in the risk level of the target population, move a community towards greater capacity to address mental health issues or expand an existing, successful program to reach a larger audience are encouraged to apply.

Proposals should align with the following information:

- 1.4.1. Education and outreach on treatments for mental illness, mental disorders, and/or neurocognitive disease.
- 1.4.2. Programs or services including prevention for people with mental illness, mental disorders and/or neurocognitive disease
- 1.4.3. Programs or services including prevention for youth with developmental learning disorders

In 2012-2013, 9,060 or 7.06% of children with disabilities ages 3-21 who received special education services had [Autism](#). Over the past several years new laws including the Steven’s Law passed in 2008 have been implemented to assist with funding for services often required by those with Autism. In early 2015, the Governor established the ASD Advisory Committee for Medicaid/AHCCCS members. This Committee is charged with the task of reviewing the state of ASD in Arizona and make recommendations to improve access to and implementation of coordinated services for those with ASD. The Committee meeting notes and data are available on the AHCCCS [website](#).

- 1.4.4. Programs or services including prevention for seniors with Alzheimer’s or dementia, in addition to those provided by long term care facilities

In 2009 it is estimated that there are over 15,000 individuals with Alzheimer’s. This number is expected to grow to over 24,000 by 2020 according to the [Arizona Department of Health Services](#) (AzDHS). The state has established a [Healthy Aging Report for 2014-2018](#), which demonstrates Arizona, has a plan for healthy aging in Arizona and Arizona has several organizations that have established an [Arizona Alzheimer’s Consortium](#) to address prevention, education, treatment and support services.

1.5. Geographic Services Areas and Funding Priorities

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

1.6. Strategies

Programs must include an evidence-based or evidence-informed strategy or combination of strategies. Programs must also demonstrate a full understanding of the current demographic trends, needs and gaps in meeting these needs in Arizona. With this in mind, program implementation should demonstrate meaningful ways to leverage existing efforts and funding when possible and articulate sustaining efforts for goal attainment and maintenance.

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1.7. Reimbursable Expenses and Costs

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

1.8. Reporting/Deliverables for each Program

The Grantee shall submit to the AGO:

- 1.8.1. Individual signed invoices not more than 30 days following the end of each quarter.
- 1.8.2. Name, phone number(s), and resume of all program staff funded under the contract due within 30 days of hire.
- 1.8.3. Quarterly and Annual Reports
 - 1.8.3.1. Update logic model quarterly.
 - 1.8.3.2. Update GANTT chart that identifies activities to be completed by quarter.
 - 1.8.3.3. Submit a narrative description of how the project activities fit within the identified strategy or strategies and evaluation plan.
 - 1.8.3.4. Discuss how the strategies are working.
 - 1.8.3.5. Discuss your ability to work within the confines of your proposed budget for the funding year and the subsequent funding year.

1.9. Requirements for Award

1.9.1. Eligible Grantees

Community-based organizations: private or public non-profits, government agencies, and tribal agencies.

1.9.2. Number and Value of Awards

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 proposed goals and geographic service areas.

1.9.3. Duration

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

1.9.4. No Supplanting Existing Funds

Funds awarded pursuant to this RFGA shall not replace existing or proposed fee-for-service arrangements between contractors and governmental entities or other interested parties.



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1.9.5. 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. It is expected the grantee will be prepared to begin work on the agreed start work date and the organization will have sufficient funds to meet obligations while awaiting payments.

1.9.6. Program Start-Up

Grantees shall be fully staffed and have resources necessary to fulfill the commitments the grantee has promised in their proposal. Program start-ups are expected within 30 days of contract award. 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 funds to another Grantee.

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2. Special Terms and Conditions

2.1. Contract

This contract is issued for the Arizona Attorney General's Office in accordance with ARS §41-2702.

2.2. Contract Type

Firm fixed cost.

2.3. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of one year thereafter unless terminated, canceled or extended as otherwise provided herein.

2.4. Contract Extension

By contract amendment, any resultant contract 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 contract shall remain in effect and apply during the renewal period, with the possible exception of price.

This contract 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 contract in a subsequent fiscal year. If this contract is cancelled under this condition the Contractor 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 contract 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 Contract 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 contract as if fully set forth herein. Copies of these documents are attached to this solicitation in ProcureAZ as separate documents under the Attachment Tab.

2.7. Estimated Usage

Any contract 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 contract.

2.8. Non-Exclusive Contract

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

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2.9. Multiple Award

The state has a large number and variety of potential using agencies at locations throughout Arizona. In order to assure that any ensuing contracts will allow the state to fulfill current and further requirements, the state reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the state. The fact that the state may make multiple awards should be taken into consideration by each potential contractor.

2.10. Ownership of Materials

All materials, documents, deliverables and/or other products of the contract (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 Office, free from any claim or retention of right on the part of the contractor, its agents, subcontractors, officers or employees.

2.11. Key Personnel

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

2.12. Skill and Knowledge of Contractor's Employees

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

2.13. Background Check of Contractor's Employees

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

2.14. Removal of Contractor's Employees

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

2.15. Availability of Contractor

The contractor 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 contract.

2.16. Licenses and Permits

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

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Scope of Work.

2.17. Confidentiality of Records

The contractor 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 contract shall be used by or disclosed by the contractor, its agents, offices, employees, or subcontractors, except as required to efficiently perform duties under the contract. Persons requesting such information shall be referred to the Office of the Attorney General. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the Office of the Attorney General.

2.18. Treatment of Confidential Business Information

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

- 2.18.1. Use the CBI only for the purposes of carrying out the work required by the Contract;
- 2.18.2. Not disclose the information to anyone other than properly cleared employees; and
- 2.18.3. Return the CBI to AGO whenever the information is no longer required by the Contractor for performance of the work required by the Contract, or upon completion/termination of the Contract.

2.19. Laws and Regulations

The Contractor shall establish and maintain procedures and controls that comply with laws and regulations. The Contractor 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 Contractor’s employees or subcontractor’s failure to so comply.

2.20. 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 Contractor 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 Contractor shall agree to cooperate to ensure compliance with assurances given to Covered Components, including signing a Business Associate Agreement in cases where the Contractor, Contractor’s employees, and any Subcontractors 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.

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2.21. Pricing

2.21.1. Pricing

All Prices shall be on an all-inclusive basis and shall contain the labor rate, labor benefits, payroll burden, insurance, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

2.21.2. Price Reduction

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

2.21.3. Price Adjustment

The contractor may submit a fully documented request for a price increase at the time of contract renewal. The Office of the Attorney General will determine whether the price increase or an alternate solution, including contract termination, is in the best interest of the State of Arizona.

2.22. Shipping

Prices shall be FOB Destination Phoenix, Arizona.

2.23. Invoicing

2.23.1. Invoice Frequency

The Contractor shall submit quarterly invoices during the performance of this contract. 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 proposal, for that preceding quarter unless otherwise stipulated in the contract. Invoices shall be received no later than the 30 days from the previous quarter's performance. In no instance shall the amount(s) being invoiced differ from the price established in the contract and any subsequently approved written Amendments.

2.23.2. 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 Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.

2.23.3. Invoice Format

Invoices shall be accompanied by the quarterly report and clearly indicate the work accomplished. The total amount for the invoice shall correlate to the offer accepted by the AGO. Contract and/or Purchase Order numbers should be included. The Contractor shall submit invoices to the Office of the Attorney General, Attention: Consumer Settlement Program Coordinator, 1275 West Washington Street, Phoenix, AZ 85007.

2.24. Indemnification

To the fullest extent permitted by law, Contractor 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

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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 Contractor or any of its owners, officers, directors, agents, employees or subcontractors. 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 Contractor 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 Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor 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 Contractor for the State of Arizona.

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

2.25. Insurance Requirements:

2.25.1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, 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 Contractor, its agents, representatives, employees or subcontractors.

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

2.25.3. Minimum Scope and Limits of Insurance

Contractor shall provide coverage with limits of liability not less than those stated below

2.25.3.1. Commercial General Liability (CGL) – Occurrence Form

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

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| 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 include coverage for Sexual Abuse and Molestation. This coverage may be sub-limited to no less than \$500,000. The limits may be included within the General Liability limit, provided by separate endorsement with its own limits, or provided as separate coverage included with the Professional Liability.



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- b. Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- c. 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 Contractor.
- d. 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 Contractor.

2.25.3.2. Business Automobile Liability

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

Combined Single Limit (CSL) \$1,000,000

- 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 Contractor involving automobiles owned, hired and/or non-owned by the Contractor.
- 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 Contractor.

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

2.25.3.4. Professional Liability (Errors and Omissions Liability)

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

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- a. If SAM coverage is being provided under this policy then Contractor must provide the following statement on their Certificate(s) of Insurance: "Sexual Abuse and Molestation coverage is included" or "Sexual Abuse and Molestation coverage is not excluded."
- b. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that 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 Contract is completed.
- c. Policy shall cover professional misconduct or wrongful acts for those positions defined in the Scope of Work of this contract.

2.26. Additional Insurance Requirements

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

The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor 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).

Insurance provided by the Contractor shall not limit the Contractor's liability assumed under the indemnification provisions of this Contract.

2.27. Notice of Cancellation

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor'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, Contractor 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).

2.28. Acceptability of Insurers

Contractor'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 Contractor from potential insurer insolvency.

2.29. Verification of Coverage

Contractor 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 Contract. An authorized representative of the insurer shall sign the certificates.

- a. All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to

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maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

- b. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract 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 Contract at any time.

2.30. Subcontractors

Contractor’s certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all subcontractors have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each subcontractor. All coverages for subcontractors 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 Contract, proof from the Contractor that its subcontractors have the required coverage.

2.31. Approval and Modifications

The Contracting 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 contract, as deemed necessary. Such action will not require a formal Contract amendment but may be made by administrative action.

2.32. Exceptions

In the event the Contractor or subcontractor(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 Contractor or subcontractor(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 proposals 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 Q & A Tab in ProcureAZ. 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 proposal 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 'Bid Due Date' field and '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, an Offeror (or designated representative) may withdraw their offer. Any grant application which is not completed and properly submitted in ProcureAZ by the Bid Opening Date/Time posted shall be considered as withdrawn by the Offeror.

3.2.3. Primary Contractor

Teaming Arrangements may be proposed but must designate a "Prime Contractor" and identify any other teaming entity as a subcontractor. The AGO will not accept a teaming arrangement that designates more than one entity as a cosigner of the proposal. The Prime Contractor shall be responsible for all contractual obligations and the management of all subcontractors. The AGO will not become part of any negotiations between a Prime Contractor and a subcontractor or accept any invoices from subcontractors.

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 Contract Award form will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than provided by the Contract, for lack of such familiarization.

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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 proposal's responsiveness and susceptibility for contract award.

- 3.2.5.1. Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 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 contract. 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 contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;
 - 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 subcontractor 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 subcontractors 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 Contract 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

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3.3. Components of a Complete Proposal

3.3.1. Grant Application Submittal:

Grant applications in response to this solicitation shall be submitted within the State's eProcurement system, ProcureAZ (<https://procure.az.gov>). Offers shall be received before the date and time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside ProcureAZ, or those that are received on or after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions regarding submitting your proposal into ProcureAZ should be directed to the ProcureAZ Help Desk at procure@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 proposals in response to this RFGA.

- 3.3.1.1. State Agencies Only: Offers shall be delivered to the Office of the Attorney General, located at 1275 West Washington Street, Phoenix, Arizona 85007. Proposals must be in a sealed envelope or container. Proposals should be marked Solicitation #AG16-0023. Offers shall be received before the date and time listed in the solicitation's 'Bid Opening Date' field in ProcureAZ. Offers that are received on or after the date/time stated in the 'Bid Opening 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 proposal. Offerors should follow the format provided below.

3.3.3. Proposal Format

The following information should be submitted with each proposal and in this order. This format provides a section layout for the proposal and pricing section. Failure to include all of the requested information may result in a proposal being rejected. A separate proposal must be submitted for each program area of interest.

3.3.3.1. Transmittal Letter

A transmittal letter should accompany all proposals. 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 contract 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.

3.3.3.2. Attachment I

- Offeror shall complete the top half of the Offer and Contract Award form. The Offer and Contract Award form from within the Solicitation should be submitted with the Offer and should include the signature of a person authorized to bind the Offeror.

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- Offeror shall complete the Business Questionnaire.
- Offeror shall complete the Program Details Questionnaire.
- Offeror shall complete an Organizational Chart.
- Offeror shall complete the Management Structure Questionnaire.
- Offeror shall complete the Qualifications and Experience of Key Personnel Questionnaire. Multiple pages should be added if necessary.
- Offeror shall complete the Organization Experience and Capacity Questionnaire.

3.3.3.3. Attachment II – Proposal Scope of Work Narrative

- Offeror shall submit a Narrative Description to include but not limited to:
 - The Strategy and Program Details
 - An Evaluation Plan
 - Networking
 - Client Security and Confidentiality Measures
 - Budget
- Cost Sheet
- A Logic Model; The Logic Model should align with the narrative description provided.
- A Gantt chart; The Gantt chart should align with the narrative description provided.

3.3.3.4. 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.

3.3.3.5. Solicitation Amendments

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

3.3.3.6. 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 proposal 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 proposal and shall not be enforceable in any resulting Contract. Taking exception to the Terms and Conditions of the Solicitation may result in a proposal 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.

3.3.3.7. Confidential Information

All Offers 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 Contract 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

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which may arise. This special section should be uploaded as a separate file into the ProcureAZ 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.

3.3.3.8. Suspension or Debarment Status

If the firm, business or person submitting a proposal 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 proposal 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 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 proposal or cancellation of a Contract. The State also may exercise any other remedy available by law.

3.3.3.9. 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. Proposal Opening

Proposals shall be opened at the Solicitation Due Date and Time cited on the cover page of the Solicitation. 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, awards shall be made to the responsible Offeror(s) whose proposal 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. The AGO intends to award proposal(s) from diverse geographic areas and in each program area.

- 3.6.1.1. Strategy & Evaluation
- 3.6.1.2. Program Management and Implementation
- 3.6.1.3. Cost Sheet & Budget
- 3.6.1.4. 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.

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3.7. Discussions

After the initial receipt and evaluation of proposals, the AGO may conduct discussions with Offerors whose proposals are deemed to be reasonably susceptible to award. Notwithstanding this section, proposals 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 proposal submission and any documents submitted by the Offeror during discussions.

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 proposal 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