



**REQUEST FOR GRANT APPLICATION
(RFGA)**

AGO PROJECT NO: AG21-0005

**State of Arizona
Office of the Attorney General**
2005 N. Central Avenue
Phoenix, AZ 85004

AGO Project # AG21-0005

DESCRIPTION: Child and Family Advocacy Center Fund

ELECTRONIC DOCUMENTS: This Request for Grant Application (RFGA) is available through the State of Arizona Electronic Grant System, eCivis. The site is found at <https://portal.ecivis.com>.

ECIVIS OFFER, SUBMISSION, DUE DATE, AND TIME: Offers in response to this grant application shall be submitted within the State of Arizona Electronic Grant System, eCivis (<https://portal.ecivis.com>). Grant applications shall be received before the date and time listed in the solicitation's 'Due Date' field. Grant applications submitted outside eCivis, or those that are received on or after the date/time stated in the 'Due Date' field, shall be rejected. Questions regarding submitting your grant application into eCivis should be directed to the eCivis Help Desk at support@ecivis.com. Offeror should avoid responding in the final minutes before closing.

GENERAL INFORMATION: In accordance with ARS §41-2701 et seq. competitive sealed grant applications for the services specified will be received by the 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 Grant Application

SOLICITATION CONTACT PERSON:

Procurement Officer: Cindy Palmer
Phone Number: (602) 542-7986/(602) 251-2285 (Fax)
E-mail: Cindy.Palmer@azag.gov
Mailing Address: 2005 N. Central Avenue, Phoenix AZ 85004

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1. Scope of Work

1.1. Purpose

In December 2018, a multi-state judgment was reached by the Office of Arizona Attorney General Mark Brnovich. During the 2018 and 2019 legislative sessions, the Arizona Attorney General's Office (AGO) worked with the Arizona Legislature to re-appropriate monies from civil settlements for the purpose of establishing a fund to provide grant support to Child and Family Advocacy Center's (CFAC).

In order to help address this need, the AGO is providing up to \$600,000 for multiple, one-time grant awards. The sum of \$100,000 is available for all victims served per CFAC in calendar year 2018 and \$500,000 is available for all victims served per CFAC in calendar year 2019.

1.2. Eligibility

For a CFAC to be eligible to receive funding, it must certify that it meets the requirements of A.R.S. § 8-466. Arizona law allows the Attorney General to use up to five percent (5%) of CFAC monies for administrative costs and prescribes the remaining CFAC funding to be disbursed in the following manner:

- 1.2.1. Five percent (5%) to a statewide membership organization that sets core standards for best practices and provides support and training to emerging and existing child and family advocacy centers and multidisciplinary teams;
- 1.2.2. Forty-seven and one-half percent (47.5%) equally per calendar year among the child and family advocacy centers that meet the qualifications prescribed in A.R.S. § 8-466 (CFAC must have been operational in the funding calendar year);
- 1.2.3. Forty-seven and one-half percent (47.5%) to the child and family advocacy centers that meet the qualifications prescribed in A.R.S. § 8-466 based on each center's proportion of all victims served in a calendar year.

For purposes of quantifying "all victims served," a victim may only be counted once per suspected offense by a CFAC, and not necessarily based on how many individual services were provided to a single victim.

1.3. Requirements for Award

1.3.1. Eligible Grantees

To be considered for funding from the Child and Family Advocacy Center Fund (Fund) established by section 41-191.11, a Child and Family Advocacy Center (CFAC) or statewide organization must be a private, non-profit incorporated agency or a governmental entity that **meets one of the following requirements:**

- 1.3.1.1. Is a statewide organization that sets core standards for best practices and provides support and training to emerging and existing child and family advocacy centers and multidisciplinary teams; **OR**
- 1.3.1.2. Is accredited by a national organization that is organized to promote multidisciplinary child abuse investigation and prosecution programs as outlined in 42 United States Code sections 13001 through 13005 and is a member of or affiliated with an organization that has set core standards for best practices of a child and family advocacy center; **OR**

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1.3.1.3. Annually certifies to the AGO that the center **meets all of the following**:

1.3.1.3.1. Maintains and provides services at a neutral facility that is focused on victims and that allows:

1.3.1.3.1.1. Evidence-based forensic interviews by a trained forensic interviewer of victims or witnesses of one or more suspected offenses;

1.3.1.3.1.2. Interaction with a victim as investigative or treatment needs or victim services require.

1.3.1.3.2. Has a multidisciplinary case review team that meets on a regular basis and that consists of members who are appropriate for serving a victim of a suspected offense. Membership of the team may include:

1.3.1.3.2.1. A representative of the Department of Child Safety;

1.3.1.3.2.2. A representative of the County Attorney;

1.3.1.3.2.3. A mental health service provider;

1.3.1.3.2.4. A representative of law enforcement;

1.3.1.3.2.5. A victim advocate;

1.3.1.3.2.6. A forensic medical professional;

1.3.1.3.2.7. A forensic interviewer.

1.3.1.3.3. Provides medical evaluations or referrals for medical evaluations by a health care provider who has specific training in child or adult sexual abuse.

1.3.1.3.4. Provides mental health therapy or referrals for mental health therapy by professionals who have training in and who provide trauma-focused and evidence-supported mental health treatment.

1.3.1.3.5. Facilitates evidence-based training for various disciplines in the community that respond to reports of one or more suspected offenses.

1.3.1.3.6. Has a written commitment from any agency that is participating in the multidisciplinary approach to handling one or more suspected offenses.

1.3.1.3.7. Provides the AGO with proof of compliance with standards prescribed pursuant to this section.

1.3.1.3.8. Complies with the relevant safety assessment and investigation protocols developed pursuant to section § 8-817.

1.3.1.3.9. For the purposes of this section, "suspected offense" means one or more of the following:

1.3.1.3.9.1. Child abuse or neglect;

1.3.1.3.9.2. Abuse of an adult or a vulnerable adult;

1.3.1.3.9.3. Sexual assault;

1.3.1.3.9.4. Domestic violence;

1.3.1.3.9.5. Juvenile sex trafficking;

1.3.1.3.9.6. Homicide.

1.3.2. Applications shall provide (See Attachment i):

1.3.2.1. Copy of accredited certification by a national organization that is organized to promote

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multidisciplinary child abuse investigation and prosecution programs or Copy of signed MOU from Multidisciplinary Team;

- 1.3.2.2. List of Board Members with Affiliations (if applying under 1.3.1.1, 1.3.1.2 or 1.3.1.3);
- 1.3.2.3. Copy of Protocols (if applying under 1.3.1.2 or 1.3.1.3);
- 1.3.2.4. Copy of statistics of all victims served for previous year (if applying under 1.3.1.2 or 1.3.1.3);
- 1.3.2.5. Letter certifying that the statewide organization sets core standards for best practices and provides support and training to emerging and existing child and family advocacy centers and multidisciplinary teams (only applicable if applying under 1.3.1.1)
- 1.3.2.6. Letter of support from a statewide membership organization that sets core standards for best practices and provides support and training to emerging and existing child and family advocacy centers and multidisciplinary teams (only applicable if applying for grant outlined in 1.3.1.2).
- 1.3.2.7. Letter certifying that the CFAC meets all of the statutory requirements outlined in A.R.S. §8-446(2) and qualifies for funding under category 1.3.1.3 (only applicable if applying under 1.3.1.3).

1.4. Reporting and Deliverables

As a condition to accepting funds from the AGO, grantee agrees to abide by the aforementioned conditions and to provide the AGO with final financial and programmatic reports by December 31, 2020.

1.5. Duration

Grantees shall expend or encumber all funds no later than December 31, 2020.

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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 ARS §41-2702.

2.2. Grant Type

Firm fixed cost.

2.3. Term of Grant

The term of the grant shall commence upon award and shall remain in effect until December 31, 2020 unless terminated, canceled or extended as otherwise provided herein.

If this grant is canceled 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.

2.4. 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).

2.5. 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 in ECivis as separate documents under the Attachment Tab.

2.6. 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.

2.7. 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.

2.8. 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 grants will allow the state to fulfill current and further requirements, the state reserves the right to award grants to multiple organizations. The actual utilization of any grant 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 Grantee.

2.9. Ownership of Materials

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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, Sub-grantees, 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 and Grantee's employees and any authorized Sub-grantees 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 Sub-grantees 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 or 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 Sub-grantees, 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 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

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writing by the Office of the Attorney General.

2.17. Treatment of Confidential Business Information

The Office of the Attorney General 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 the Office of the Attorney General 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 Sub-grantee'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 Sub-grantees 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, workman's compensation, all taxes, profit, overhead, general and administrative expenses, fees, travel expenses and all other related charges.

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.

2.21. Shipping

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Prices shall be FOB Destination Phoenix, Arizona.

2.22. Invoicing

2.22.1. Invoice Frequency

The Grantee shall submit an invoice during the performance of this grant. Payment shall only be accepted by the Office of the Attorney General, as detailed in the accepted cost proposal, for the amount stipulated in the grant. 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 sixty (60) days.

2.22.3. Invoice Format

Invoices, using the template provided by the Office of the Attorney General, shall clearly indicate the work intended to be accomplished. The total amount for the invoice shall correlate to the offer accepted by the Office of the Attorney General. 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.

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 Sub-grantees. 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.

2.24. Insurance Requirements:

2.24.1. Grantee and Sub-grantees 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



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work hereunder by the Grantee, its agents, representatives, employees or Sub-grantees.

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 Sub-grantees, 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

2.24.3.1. 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 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.
- b. Grantee 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 Grantee.
- 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 Grantee.

2.24.3.2. Business Automobile Liability

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

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| 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



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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.

2.24.3.3. Workers' Compensation and Employers' Liability

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|-------------------------|-------------|
| 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 Sub-grantee that is exempt under A.R.S. § 23-901, and when such Grantee or Sub-grantee executes the appropriate waiver form (Sole Proprietor or Independent Grantee).

2.24.3.4. Professional Liability (Errors and Omissions Liability)

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

- a. If SAM coverage is being provided under this policy then Grantee 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 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 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 Grant is completed.
- c. Policy shall cover professional misconduct or wrongful 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:

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).

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

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.

- 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 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 grant.
- b. 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. Sub-grantees

Grantee's certificate(s) shall include all Sub-grantees as insureds under its policies or Grantee shall be responsible for ensuring and/or verifying that all Sub-grantees have valid and collectable insurance as evidenced by the certificates of insurance and endorsements for each Sub-grantee. All coverages for Sub-grantees 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 Sub-grantees have the required coverage.

2.30. Approval and Modifications

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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 Sub-grantee(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 Sub-grantee(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', all questions or clarification requests regarding this solicitation should be directed to the attention of the Solicitation Contact Person on the cover page of the RFGA. 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'.

3.2. Solicitation Submission Guidelines

3.2.1. Late Grant Applications

All grant applications must be received before the solicitation's 'Due Date'. 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 ECivis by the Bid Opening 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 "Prime Grantee" and identify any other teaming entity as a Sub-grantee. The AGO will not accept a teaming arrangement that designates more than one entity as a cosigner of the proposal. The Prime Grantee shall be responsible for all grant obligations and the management of all Sub-grantees. The AGO will not become part of any negotiations between a Prime Grantee and a Sub-grantee or accept any invoices from Sub-grantees.

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 proposal'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 Sub-grantees;
 - 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 Sub-grantee 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 Sub-grantees 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 Proposal

3.3.1. Grant Application Submittal:

Grant applications in response to this solicitation shall be submitted within State of Arizona Electronic Grant System, eCivis (<https://portal.ecivis.com>). Offers shall be received before the date and time listed in the solicitation's 'Due Date' field. Offers submitted outside eCivis, or those that are received on or after the date/time stated in the 'Due Date' field, shall be rejected. Questions regarding submitting your proposal into eCivis should be directed to the eCivis Help Desk at support@ecivis.com. Offeror should avoid responding in the final minutes before closing. The State will not provide any reimbursement for

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the cost of developing or presenting proposals in response to this RFGA.

[Application Submission Process](#)

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 the 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:

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 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.

3.3.3.2. Attachment I

- Offeror shall complete the top half of the Offer and Grant Award form. The Offer and Grant 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.
- Offeror shall complete the Child and Family Advocacy Center Questionnaire.
- Offeror shall provide the required documents as listed.

3.3.3.3. Attachment II – Participation of Boycott Israel

Offeror shall complete and should include the signature of a person authorized to bind the document.

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

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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 Grant. 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 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 ECivis 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 Grant. The State also may exercise any other remedy available by law.

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 compliant with the statutory requirements in A.R.S. §8-466.



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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 something that is 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.