



GRANT OPPORTUNITY: SUPPORTED DECISION-MAKING

Supported Decision-Making Pilot Project

We currently have a grant opportunity for a Supported Decision-Making pilot project. The winning grantee will develop a pilot program for Arizonans with developmental disabilities who have limited or full guardianship, or who are at risk of coming under guardianship.

The goal is to offer practical alternatives to guardianship, and collaborate with court officials, educators, families, self-advocates and other stakeholders to build a coalition and advisory group toward this goal.

This grant available to nonprofits, colleges, universities, or Arizona's designated Protection and Advocacy agency. **The total amount of funding available is \$60,000 over 12 months with the potential for second and third year funding.** This is a single grant.

A pre-application conference is scheduled for June 28, 2018 at 10:00 AM at our Arizona Developmental Disabilities Planning Council office, located at 3839 North Third Street, Suite 306, Phoenix, Arizona 85012. If unable to attend in person, teleconferencing is available by dialing 1-240-454-0879, Access Code 806-463-229 #.

Grant Release: June 20, 2018	Due Date of Applications: July 26, 2018 at 4:30 PM (Phoenix Time)
Pre-Application Conference: June 28, 2018 at 10:00 AM	Anticipated Review: August
Amendment (if any) Posted: June 29, 2018	Anticipated Award: September
Letters of Intent Due: July 20, 2018	Project Start Date: October 1, 2018



Request for Grant Applications (RFGA) Frequently Asked Questions

Title: Supported Decision-Making Pilot Project

NO: ADDPC-FFY18-SDM-010
Date of Release: June 20, 2018

What is the Scope of Work for this RFGA?

The Arizona Developmental Disabilities Planning Council (ADDPC) is seeking proposals to develop a Supported Decision-Making pilot program for persons with developmental disabilities who are at risk of having limited or full guardianship imposed. The goal of the pilot project is to educate persons with developmental disabilities, their families and caretakers, court personnel, and other stakeholders on the importance of Supported Decision-Making as a viable option instead of guardianship, for people with developmental disabilities.

This solicitation is open to the Arizona Protection and Advocacy agency, nonprofits, universities or colleges. Collaboration is a must. The total amount of funding available is \$60,000 over 12 months with the potential for renewal for up to two additional years. One award will be considered.

Applicants are strongly encouraged to download the solicitation and read it thoroughly. A pre-application conference is scheduled for June 28, 2018 at 10:00 AM. Information is listed on the front page of the solicitation.

How much is available in this solicitation?

The total amount of funding available for this Scope of Work is \$60,000.

How much can I apply for?

Applicants shall only apply for what is reasonable and necessary to carry out the proposed program during the contract period.

How many applications can be responded to by an organization?

One request per applicant shall only be submitted.

How many awards will be made?

One award may be made.

When is the application due?

Applications are due no later than July 26, 2018, 4:30 PM (Phoenix Local Time). Instructions on how to submit applications and other requirements are detailed in the solicitation.

How long is the Contract Period for?

The term of the contract shall commence on date of last signature on award notification and shall remain in effect for a 12-month period.

Will my application be accepted if it arrives late or sent to a different location?

What if I run into traffic delays or I get lost in locating the ADDPC Office?

The ADDPC can not accept late applications. It is the responsibility of the applicant to submit their application by the due date and time.

How often do I need to check the ADDPC website for RFGA amendments?

Applicants are encouraged to frequently check back on the ADDPC website prior to the due date. Amendments are the official changes to an RFGA and must be downloaded, signed and returned with each application.

When will I be notified if my application has been accepted or rejected?

Applicants will be notified in writing tentatively by September 2018.

Who do I contact if I have technical questions on this RFGA or the grant process?

Applicants shall only contact Marcella Crane at (602) 542-8976 or via email at mcrane@azdes.gov.

Final.FAQ/addpc/ff18-SDM-010/06.20.18



APPLICATION CONTACT PERSON:

Marcella Crane
Contracts Manager
Email: mcrane@azdes.gov
Office: 602-542-8976

GRANTOR:

Arizona Developmental Disabilities Planning
Council (ADDPC)
3839 North Third Street, Suite 306
Phoenix, AZ 85012

**Description: Supported Decision Making Pilot Project
RFGA # ADDPC-FFY18-SDM-010**

Application Due Date: July 26, 2018, 4:30 PM Phoenix Local Time, at ADDPC Office

Pre-Application Conference: June 28, 2018, 10:00 AM at Arizona Developmental Disabilities Planning Council, 3839 North Third Street, Suite 306 Phoenix, Arizona 85012. If unable to attend in person, teleconferencing is available by dialing 1-240-454-0879, Access Code 806-463-229 #.

In accordance with A.R.S. § 41-2701 et seq, competitive grant applications for the materials or services specified will be received by the Arizona Developmental Disabilities Planning Council at 3839 North Third Street, Suite 306, Phoenix, AZ 85012 until the time and date cited. Applications received by the correct time and date will be opened and the name of each applicant will be publicly read.

Applications must be in the actual possession of the ADDPC on or prior to the time and date and at the location indicated above. Late applications will not be considered.

Applications must be submitted in a sealed envelope or package with the application number and the applicants name and address clearly indicated on the envelope or package. Narrative sections of the applications must be typewritten, and forms may be legibly handwritten. Additional instructions for preparing applications are included in this notice.

Persons with a disability may request a reasonable accommodation. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the application contact person responsible for this procurement as identified above.

It is the sole responsibility of the applicant to check the ADDPC website at <https://addpc.az.gov> for any Amendments to this RFGA.

APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE APPLICATION.

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Arizona Developmental Disabilities Planning Council
RFGA # ADDPC-FFY18-SDM-010

GENERAL OVERVIEW

The RFGA provides applicants with sufficient information to enable them to prepare and submit an application for consideration by ADDPC.

The RFGA is broken into Four Sections:

Section I is the Introduction;

Section II contains the RFGA Scope of Work and Forms to complete the application;

Section III contains the ADDPC's Special Instructions on how to complete this application and they are specific to this RFGA;

Section IV contains the ADDPC's Special Terms and Conditions and they are specific to this RFGA;

SECTION I: INTRODUCTION

What is the Developmental Disabilities Assistance and Bill of Rights Act of 2000?

The Developmental Disabilities Assistance and Bill of Rights Act of 2000, herein referred to as the DD Act of 2000, purpose is to assure that individuals with developmental disabilities and their families participate in the design of and have access to needed community services, individualized supports, and other forms of assistance that promote self-determination, independence, productivity, and integration and inclusion in all facets of community life, through culturally competent programs authorized under Title I of the DD Act of 2000. The program is authorized by the Developmental Disabilities Assistance and Bill of Rights Act of 2000, Title I, Section 121, Public Law 106-402, 42 U.S.C 15021-15045. The Catalog of Federal Domestic Assistance (CFDA) Number is 93.630. This number will be required for audits conducted in accordance with federal programs.

The purpose of this grant is to enable individuals with developmental disabilities to become independent, productive, integrated and included into their communities. Funding under the DD Act of 2000 is to assist States in the development of a state plan for a comprehensive and coordinated system of services and other activities to enhance the lives of individuals with developmental disabilities and their families to their maximum potential, and to support a system which protects the legal and human rights of individuals with developmental disabilities. This Request for Grant will meet the requirements set forth in Arizona's Five Year State Plan. For more information on the Council's State Plan, visit <https://addpc.az.gov>.

What is the Arizona Developmental Disabilities Planning Council?

The Developmental Disabilities Planning Council, herein referred to as the ADDPC or Council, is the State Council on developmental disabilities charged in advocacy, capacity building, and systemic change activities. Council members are appointed by the Governor of Arizona and serve staggered three year terms. The Council makes all funding decisions on which programs to support.

If you have any questions regarding this RFGA, the only person you may contact is Marcella Crane: 602-542-8976, mcrane@azdes.gov or by mail to 3839 North Third Street, Suite 306, Phoenix, AZ 85012. Do not contact other staff or ADDPC Council members.

Arizona Developmental Disabilities Planning Council
RFGA # ADDPC-FFY18-SDM-010

SECTION II: Scope of Work and Forms for Application

- 1) SCOPE OF WORK DESCRIPTION
- 2) OFFER AND ACCEPTANCE FORM
- 3) APPLICANT'S BACKGROUND INFORMATION FORM
- 4) APPLICANT'S QUALIFICATIONS QUESTIONNAIRE
- 5) PERSONNEL QUALIFICATIONS QUESTIONNAIRE
- 6) FINANCIAL SYSTEMS SURVEY
- 7) BUDGET SUMMARY FORM
- 8) BUDGET DEVELOPMENT INSTRUCTIONS
- 9) STATE OF ARIZONA W-9 VENDOR WEB LINK INFO.
- 10) ASSURANCES FOR NON-CONSTRUCTION PROGRAMS

SCOPE OF WORK

Title: Supported Decision-Making Pilot Project

Part 1

Background of Supported Decision-Making

In August 2017, the American Bar Association House of Delegates adopted Resolution 113 on Supported Decision-Making. The resolution urges legislatures to amend their guardianship statutes to require that Supported Decision-Making “be identified and fully considered as a less restrictive alternative before guardianship is imposed” and be considered a “grounds for termination of a guardianship and restoration of rights.”

Guardianship is a legal proceeding that removes the civil rights and privileges of a person by assigning control of his her life to someone else (guardian). It is a legal tool that allows a person to make decisions for another person. Arizona Revised Statute, Title 14, Chapter 5 provides further legal code related to the protection of a person with a disability and their property (A.R.S. 14-5101 et.al.)

The ADDPC supports increasing opportunities for, and protecting the civil rights and well-being of, people with developmental disabilities. ADDPC believes that most persons with developmental disabilities are able to make important decisions, independently or with support, without the need of a guardian.

Alternatives to guardianship, including Supported Decision-Making, provides the opportunity to significantly advance the rights and protections of individuals with disabilities. Supported Decision-Making provides supports for a person with a developmental disability that enables them to make life decisions such as where they want to live, who they want to live with, where they want to work, etc. without impeding the self-determination of the person.

The ADDPC strongly supports the need for statewide monitoring, as well as accessible and useable information, training, and technical assistance provided to individuals with disabilities, families, court personnel, attorneys, guardians, medical providers, and state and local providers of services and supports for Supported Decision-Making.

Part 2

Total Amount Available

\$60,000

Number of Funded Applicants

One award will be made.

Eligibility

Eligible: The solicitation is open to the following Arizona organizations or agencies:

- Arizona Protection and Advocacy (P & A) agency
- Non-profits
- Universities or Colleges

Collaboration with the Arizona P&A is strongly encouraged.

Definitions

Developmental Disability (DD): From the DD Act of 2000, a developmental disability is a severe, chronic disability that occurs before an individual is 22 that is likely to continue indefinitely and results in substantial functional limitations in three or more of the following areas: self-care, receptive and expressive language, learning, mobility, self-direction, capacity for independent living, and economic self-sufficiency. Diagnosed conditions may include autism, Down syndrome, intellectual disability, cerebral palsy, spina bifida, epilepsy, and others.

Supported Decision-Making: The active individual decision making to advance the rights and protections of persons with a developmental disability. Supported Decision-Making provides supports for a person with developmental disability to enable them to make daily life decisions and choices, without impeding the self-determination of the person.

Guardian: A person appointed by court to assume all decision-making for a person who has been found by the courts to lack capacity to make their own decisions. The court relies upon reports from a medical examiner and investigator, who are appointed by the courts, to reach its decision. A person determined to require the assistance of a guardian is called a "ward." A legal guardian shall have the authority to make all life decisions, including education, financial, medical, and other daily decisions, in the best interest of the ward. The guardianship continues until it is terminated by the court.

Part 3

What is the Purpose or Desired Outcome?

The ADDPC is requesting proposals from an organization to develop a Supported Decision-Making pilot program for persons with developmental disabilities who are at risk of or already have limited or full guardianship. The goal of the pilot project is to educate persons with developmental disabilities, their families and caretakers, court personnel, and other stakeholders on the importance of Supported Decision-Making as a viable option instead of guardianship, for persons with

developmental disabilities.

What types of Activities will be funded?

Applicants must develop a Supported Decision-Making pilot project for persons with developmental disabilities and/or their families who want an alternative to guardianship. The goal of the pilot is to offer an alternative to guardianship that promotes self-determination and helps maintain person-directed lives. Any initiative must include the following activities:

1. An advisory group that provides overall direction for the project, including strategic planning, development of training materials, coalition-building, and tracking outcomes. The ADDPC shall have the final approval of members of the advisory group. The advisory group shall be broad in representation, culturally and spatially diverse, and is encouraged to include at least one member from each of the following groups:
 - * Person with a developmental disability who is an active self-advocate
 - * Family member or representative from an active parent organization
 - * Representative from Arizona Administrative Office of the Courts
 - * Representative from the Arizona Disability Law Center
 - * Representative from the Arizona ARC Chapter
 - * Representative from AHCCCS
 - * Representative from Arizona Department of Education
 - * Representative from one of Arizona's UCEDD's
 - * Representative from ADDPC
 - * Representative from a DDD or VR provider
 - * Representative from the state DES/DDD
 - * Representative from the state RSA-VR
2. The advisory group shall meet a minimum of four times during each funded year, develop an agenda for each meeting, write minutes of each meeting, track progress of activities, and develop a strategic plan by the end of the first year that includes what efforts will be necessary to move Arizona away from guardianship to Supported Decision-Making. The advisory group shall inform the ADDPC of the strategic plan that will be most effective in Arizona.
3. Written and presented recommendations about the need to change Arizona's guardianship statute to move towards Supported Decision-Making that promotes the self-determination, well-being, and rights of persons with disabilities, so that an individual should not be presumed to need a guardian because of advanced age or the presence of a physical or mental disability.
4. Training must be written in plain language and fully accessible for all participants or those who wish to support individuals in the decision-making process that ensures:
 - * People First language is used in all materials developed;
 - * Materials developed shall be culturally and linguistically competent;
 - * Detailing the history of people with disabilities and the risks of establishing unnecessary guardianship;
 - * Educating all parties that make policy decisions;
 - * Explaining informed choice, and the risks of establishing unnecessary guardianship.

5. The development of continuing education materials for physicians, attorneys, and judges and other stakeholders concerning contemporary thinking about disability rights, self-determination, and independence.

Part 4

Project Narrative

The following shall be addressed by the Applicant with sufficient detail, in the order as stated. There is a **maximum** of 10 single-space pages typed, not including other forms and attachments that are necessary to submit as part of your application.

- 1) Provide an executive summary no more than 2 pages. Describe the following: how an advisory group will be formed, whom will assume responsibility for the project, activities in year one, logistics of the meetings (i.e. how these meetings will be accessible to the advisory group members and/or the public across the state) key partners, and total amount requested.
- 2) Describe your experience with coalition-building, guardianships and supported decision-making, and drafting legislation language.
- 3) List other key organizations/individuals that you would include in the advisory coalition (not already listed), and provide a rationale for including them. Describe previous experience working with the advisory group organizations, if any.
- 4) Describe the elements of the proposed project in more detail, and include a one-year timeline that provides information on key tasks to undertake, who is responsible and by an achievable date.
- 5) Describe how you will ensure that the proposed activities (as listed above) and outcomes of this project are linguistically and culturally competent.
- 6) State what will be achieved by the end of the first year of funding and how this information will be used to move forward in Year 2 and Year 3, if approved.
- 7) State how internal oversight and decision will lead to determine if changes or adjustments to the proposed project need to be made within the first year of funding.
- 8) Please provide 3 letters of support, and attach after end of Program Narrative. The letters of support are not considered part of the maximum 10 pages of written narrative.

Evaluation

The ADDPC requires all funded projects to evaluate their projects based on certain performance measures and adherence to the proposed timeline and scope of work requirements.

Upon award, the ADDPC and the Contractor will work together to finalize the Performance Measures that will be reported on and to determine the number of narrative reports during the contract period.

Examples of Performance Measures (to be finalized post award):

1. Number of advisory group meetings held, minutes shall be attached for each meeting.
2. Number and types of educational materials developed.
3. Number of trainings held, number attending trainings, and which groups.
4. Number of persons with developmental disabilities and/or families that opt for Supported Decision-Making and the number that opt for guardianship.

Part 5:

Deliverables to the ADDPC

If awarded a grant from the ADDPC the following deliverables are required:

1. Track Performance Measures as agreed upon post award;
2. Narrative Reports;
3. Fiscal Reports;
4. One strategic plan developed that can be implemented in year 2 and year 3 of contract period.



Offer and Acceptance

**AZ Developmental Disabilities
Planning Council**

3839 North Third Street, Ste. 306
Phoenix, AZ 85012

SOLICITATION NO.: ADDPC-FFY18-SDM-010

PAGE
1

OFFFEROR:

OF
1

OFFER

TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

Phone:

Contact Email Address

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-9 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. The Offeror is not debarred by, or otherwise prohibited from participating in any publicly-funded contract awarded by any Federal, State or local jurisdiction.

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. _____.

The effective date of the Contract is _____.

The Contractor is cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona
Awarded this

day of

20

Erica McFadden, PhD, MSW, Executive Director

Applicant's Background Information Form

Complete each item, using attachments where necessary and label your response "Applicant's Background Information Form". Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of your application as unresponsive.

1. Contact Name for Project: _____
 Organization Name: _____
 Address: _____
 Phone Number: _____ FAX: _____ Email: _____

2. The Applicant is (check the appropriate box):

<input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Partnership	<input type="checkbox"/> Corporation - For Profit <input type="checkbox"/> Corporation - Not For Profit <input type="checkbox"/> Government Entity	<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Other - Please Describe: _____
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Year Established: _____

3. Authorized Signatory:

 (Name and Title of Authorized Signatory) is the signatory to this Contract on behalf of the Contractor and is responsible for the delivery of Contract Services during the term of this Contract.

	YES	NO
4. Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to your business activities? If YES, please attach an explanation.		
5. Has the Applicant, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? IF YES, please attach an explanation.		
6. Does the Applicant have sufficient funds to meet obligations on time under the Contract while awaiting reimbursement from ADDPC? If NO, please attach an explanation.		
7. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five years? If YES, please attach an explanation.		
8. Have you or has your organization terminated any contracts, had any contracts terminated, had any liquidated damages assessed or been involved in contract lawsuits? If YES, please attach an explanation.		
9. Do you, your staff, any of your relatives, or voting members of your Board of Directors maintain any ownerships, employments, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. §38-502, Conflict of Interest) in any contract, sale, purchase, or service involving the ADDPC? If YES, please attach an explanation.		
10. Has your organization ever gone through bankruptcy? If YES, when? Include the State, District and case number.		

Applicant's Qualifications Questionnaire

For the following two questions, label your response "**Applicant's Qualifications Questionnaire**" and indicate the question number that is being addressed. Answer the questions or inquiries in this questionnaire using attachments where necessary. This Questionnaire shall also apply to any Subcontractor that will have a key role in the proposed project.

1. Briefly provide an overview of the lead organization that includes Mission, Vision and Values. Describe how the organization is involved in the developmental disabilities community and summarize the programs and services provided. (Limited to two pages).
2. Briefly describe the lead organization's experience, expertise, qualifications, and outcomes that demonstrate the applicant's ability to successfully deliver the proposed project requirements as **described in the Scope of Work**. If a Subcontractor will have key responsibilities, briefly describe their experience, qualifications, and expertise to carry out the project. (Limited to two pages).

ANYTHING PROVIDED IN EXCESS OF THE PAGE LIMITS ABOVE WILL NOT BE CONSIDERED AS PART OF THE APPLICATION.

Personnel Qualifications Questionnaire

Complete a separate Personnel Qualifications Questionnaire for each person in a key personnel position, including if hiring Subcontractors. This should include all of those that are directly responsible for providing services listed under the Scope of Work in a paid or unpaid position. If personnel are to be hired, provide a job description ensuring at a minimum, questions #5 and #6, with other information as deemed necessary, is provided.

1. Name of person: _____

2. Position currently held with Applicant: _____

3. Proposed position for contract service and percentage of time devoted to the contract service:
_____ %

4. Number of years with Applicant: _____

5. Identify the primary function(s) of this person in terms of providing services under this Contract:

6. Briefly describe the person's work experience, job training, and formal education. (Do not attach resumes)

Financial Systems Survey

Name of Applicant: _____

Please answer every question by filling in the circle next to the correct answer. Attach materials and document comments as required.

As stewards of federal funds, the Arizona Developmental Disabilities Planning Council awards funds to organizations (regardless of how small or large) that are both capable of achieving project goals/objectives and upholding their responsibility for properly managing funds as they achieve those objectives.

This survey will be used primarily for initial monitoring of the organization. This survey may also be used in evaluating the financial capability of the organization in the award process. Deficiencies should be addressed for corrective action and the organization should consider procuring technical assistance in correcting identified problems.

A. GENERAL INFORMATION

1. Has your organization received a Federal or State Grant within the last two years?	<input type="radio"/> YES <input type="radio"/> NO
2. Has your organization completed an A-133 Single Audit within the past two years?	<input type="radio"/> YES <input type="radio"/> NO
3. If your organization has not completed an A-133 Single Audit, have your financial statements been audited, reviewed or compiled by an independent Certified Public Accountant within the past two years?	<input type="radio"/> YES <input type="radio"/> NO
4. Based on the type of organization that is lead Fiscal Agent, attach the appropriate fiscal document at the end of the Financial Systems Survey: Three years of submitted 990's tax filings; OR one copy of your most recent audited financial statements; OR if an A-133 Single Audit was conducted, a copy of the "Schedule of Expenditures for Federal Awards".	Attachment Required
5. Has your organization been granted tax-exempt status by the Internal Revenue Service?	<input type="radio"/> YES <input type="radio"/> NO <input type="radio"/> N/A
6. If you answered YES to question #5, under what section of the IRS code? <input type="radio"/> 501 C (3) <input type="radio"/> 501 C (4) <input type="radio"/> 501 C (5) <input type="radio"/> 501 C (6) <input type="radio"/> Other: Please Specify Type _____	
7. Does your organization have established policies related to salary scales, fringe benefits, travel reimbursement and personnel policies?	<input type="radio"/> YES <input type="radio"/> NO

B. FUNDS MANAGEMENT

1. Which of the following describes your organization's accounting system?	<input type="radio"/> Manual <input type="radio"/> Automated <input type="radio"/> Combination
2. How frequently do you post to the General Ledger?	<input type="radio"/> Daily <input type="radio"/> Weekly <input type="radio"/> Monthly <input type="radio"/> Other
3. Does the accounting system completely and accurately track the receipt and disbursements of funds by each grant or funding source?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the accounting system provide for the recording of actual costs compared to budgeted costs for each budget line item?	<input type="radio"/> YES <input type="radio"/> NO

5. Are time and effort distribution reports maintained for employees working fully or partially on state or federal grant programs which account for 100% of each employee's time?	<input type="radio"/> YES <input type="radio"/> NO
6. Is your organization familiar with OMB final guidance for HHS federal awards, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards under 45 CFR, Part 75)?	<input type="radio"/> YES <input type="radio"/> NO
7. How does your organization plan to charge common/indirect costs to this grant? NOTE: Those organizations using an approved federal indirect cost plan/rate need to attach a copy of the approved Indirect Cost Rate or methodology and calculations in determining the rate.	<input type="radio"/> Direct Charges <input type="radio"/> Utilizing an Indirect Cost Allocation Plan or Rate

C. INTERNAL CONTROLS

1. Are duties of the bookkeeper/accountant segregated from the duties of cash receipt or cash disbursement?	<input type="radio"/> YES <input type="radio"/> NO
2. Are checks signed by individuals whose duties exclude recording cash received, approving vouchers for payment and the preparation of payroll?	<input type="radio"/> YES <input type="radio"/> NO
3. Are all accounting entries and payments supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
4. Are cash or in-kind matching funds supported by source documentation?	<input type="radio"/> YES <input type="radio"/> NO
5. Are forgone indirect costs used as match for the proposed grant program?	<input type="radio"/> YES <input type="radio"/> NO
6. Are employee time sheets supported by appropriately approved/signed documents?	<input type="radio"/> YES <input type="radio"/> NO
7. Does the organization maintain policies that include procedures for assuring compliance with applicable cost principles and terms of each grant award?	<input type="radio"/> YES <input type="radio"/> NO

D. PROCUREMENT

1. Does the organization maintain written codes of conduct for employees involved in awarding or administering procurement contracts?	<input type="radio"/> YES <input type="radio"/> NO
2. Does the organization conduct purchases in a manner that encourages open and free competition among vendors?	<input type="radio"/> YES <input type="radio"/> NO
3. Does the organization complete some level of cost or price analysis for every major purchase?	<input type="radio"/> YES <input type="radio"/> NO
4. Does the organization maintain a system of contract administration to ensure Subcontractor conformance with the terms and conditions of each contract?	<input type="radio"/> YES <input type="radio"/> NO
5. Does the organization maintain written procurement policies and procedures?	<input type="radio"/> YES <input type="radio"/> NO

E. CONTACT INFORMATION

Please indicate the following information. In the event that the Arizona Developmental Disabilities Planning Council has questions about this survey, this individual will be contacted.

Prepared By: _____

Job Title: _____

Date: _____

Phone & Email: _____

F. CERTIFICATION

I certify that this report is complete and accurate, and that the Applicant has accepted the responsibility of maintaining the financial systems.

Signature

G. COMMENT AND ATTACHMENTS

Please use the space below to comment on any answers in Sections A – D. Please indicate the Section and Question # next to each comment.
Attach related and required documents at the end of Financial Systems Survey

COMMENTS:

Budget Request Form

Contractor Name: _____

Contractor Address: _____
Street Address City State Zip

Project Name: _____

Budget Category	Requested ADDPC Funds	Non-Federal Cash Match	Non-Federal In-Kind Match	Total Program Cost
Personnel/Salaries				-
Fringe Benefits				-
Supplies / Operating Expenses				-
Travel				-
Rent or Cost of Space				-
Contracted Services / Professional Services				-
Administrative / Indirect Costs				-
Total Costs	-	-	-	-

It is understood that Non-Federal Funds identified in this budget will be used to match only ADDPC Federal Funds, and will not be used to match any other Federal Funds during the period of the ADDPC funded Project.

Additional description and background information shall be included as a budget narrative, including for match. The contractor agrees to submit additional background information to the ADDPC upon request.

 Name of Certifying Official

 Title of Certifying Official

 Phone Email

Budget Development Guidelines to Develop Budget Summary and Narrative

The purpose of the budget narrative is to provide more clarity and detail on the various budget line items that funds are being requested for. The budget narrative should explain the criteria used to compute the budget figures on the budget form. The Budget Summary Page and Budget Narrative shall not exceed 12 months of requested funding.

A budget narrative should also include Match, by listing each Matching Funds Source. Please verify that the narrative and budget summary form correspond and the calculations and totals are accurate. This is a federal requirement per the DD Act.

The budget summary and budget narrative shall be in accordance with the Office of Management and Budget (OMB). It is the responsibility of the Applicant to know and understand the applicable circular and basic guidelines for allow-ability of costs. The ADDPC reserves the right to ask the applicant for a revise budget summary, narrative and matching costs during contract clarifications.

This grant is subject to the requirements of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for **HHS Awards under 45 CFR Part 75**. These requirements can be found on the U.S. Government Publishing Office website:

<https://www.gpo.gov/fdsys/granule/CFR-2016-title45-vol1/CFR-2016-title45-vol1-part75/content-detail.html>

Personnel/Salaries: Include information such as position title(s), name of employee (if known), salary, time to be spent on this program (hours or %), number of months assigned to this program, etc. If you need additional fiscal personnel to manage this grant, include those costs also. Explain how the salary rate for each position was determined. If salaries are expected to increase during the project year, indicate the percentage increases for each position and justify the percent of the salary increase. Also be sure to include the scheduled salary increases on the Budget Form.

All organizations that receive Federal funds are required to maintain appropriate documentation to support salaries and wages. All organizations will be monitored to assure compliance with this requirement. Please review the appropriate Federal Cost Principal and OMB Circular for your organization.

Fringe Benefits: Include a benefit percentage and what expenses make up employee benefit costs. Indicate any special rates for part-time employees, if applicable. Explain how the benefits for each position were determined. If using a fringe benefit rate, explain how this percentage is justified or approved by your agency.

Supplies/Operating Expenses: Explain each supply item to be purchased, how the costs were determined and justify the need for the items. Items with a unit cost less than \$5,000 are considered supplies and should be listed in this category. All purchases should be made according to the Applicant's written procurement policy, which at a minimum must contain the federal procurement guidelines for federal grants.

Travel: Travel costs are according to the State of Arizona Accounting Manual (SAAM), Travel written policy and can be located at <https://gao.az.gov/travel/welcome-gao-travel>. Include a detailed breakdown of hotel, transportation, meal costs, etc. Indicate the location(s) of travel and the justification for travel, how many employees will attend and how the estimates have been determined. Explain the relationship of each cost item to the project (e.g., if training or training expenses are requested, explain the topic of the training and its relationship to the project). The ADDPC reserves the right to determine the reasonableness of the applicants proposed travel costs, in accordance with the State of Arizona Accounting Manual (SAAM) Travel written policy.

Rent or Cost of Space: Costs for rental space are allowable to the extent that the rates are reasonable in light of such factors as: rental costs of comparable property, if any; market conditions in the area; alternatives available; and the type, life expectancy, condition, and value of the property leased. Define how the cost for

rental space was determined and the justification for charging the cost to the grant.

Contracted Services / Professional Services: If contracted services/professional services are proposed in the budget, define how the costs for these services were determined and provide the justification for the services related to the project. This category may also include Evaluation Services. Information for Evaluation Professional Services should include who will be performing the evaluation, the type of work to be performed, and how the rates and other costs are determined. Explain how all contracts will be procured.

Administrative / Indirect Costs:

The ADDPC has authority to cap all Administrative/Indirect Costs to 10% regardless of the Applicants internal policy. Administrative costs are general or centralized expenses of overall administration of an organization that receives grant funds and does not include particular project costs. These costs may include direct charges for: costs of financial, accounting, auditing, contracting or general legal services; costs of internal evaluation, including overall organization's management improvement costs; and costs of general liability insurance that protects the organization(s) responsible for operating a project, other than insurance costs solely attributable to the project.

For organizations that have an established federally approved indirect cost rate for federal awards, indirect costs mean those costs that are included in the organization's indirect cost rate. Such costs are generally identified with the organization's overall operation and are further described in the Office of Management and Budget Circulars 2 CFR 220, 2 CFR 225, and 2 CFR 230.

If the applicant's written allocation policy for indirect costs OR the federally approved indirect cost rate agreement is not provided with the application (new or renewal funding), the ADDPC has the right to deny approving Administrative Costs.

Applicants may choose Option A OR Option B.

Option A: Internal Organizational Policy: With proper justification, Applicants may include an allocation for administrative costs for up to 10% of the total direct funds requested of the grant request. If you chose Option A, provide a listing of the items included in this category and a copy of the written allocation policy for these costs.

Option B: Federally Approved Indirect Costs: If your organization has a federally approved indirect cost rate agreement in place, Applicants are only allowed to include an allocation for indirect costs for up to 10% of the grant request. The forgone costs (difference between the ADDPC 10% cap and the approved Indirect Rate) can be used as Match towards the project. Applicants must provide a recent copy of their federally approved indirect cost rate agreement with the application.

Match:

Per the DD Act-Section 126(a)(1) and Section 126 (a)(2), Applicants shall contribute 25% Match towards the total program costs, either in the form of Cash or In-Kind. The ADDPC will fund 75% of the total program costs; therefore it is the responsibility of the Applicant to come up with the remaining Match dollars to fund the full program costs. Match is a requirement to show in your budget summary and budget narrative and must be accounted for in supporting documentation.

- a) What is **NOT** considered Match:
 - 1) Applicants are prohibited from using other federal dollars that are currently awarded to the applicant as Match towards the requested total program costs.
 - 2) Applicants are prohibited from using a source of funds that is already designated as Match towards an existing program and applying it as Match towards the proposed project.

- b) Example of Match Calculation with the required **25% cash or in-kind:**
Step 1: \$40,000 (requested amount) / .75 = \$53,333 (total project cost).

Step 2: \$53,333 (total project costs) - \$40,000 (requested amount) = \$13,333 (total match requirement).

State of Arizona Substitute W-9 and Vendor Authorization Form and Instructions:

In order to streamline the vendor request verification process, the General Accounting Office (GAO) has updated the GAO-W-9, State of Arizona Substitute W-9 and Vendor Authorization Form and instructions. The form has been reorganized to allow for easier completion by vendor and agencies. The form is available at the Online Forms tab on the GAO website: <https://gao.az.gov/publications/forms>

Questions can be directed to the GAO Vendor Set-Up Unit at (602) 542-5405.

The W-9 Form must be included as part of your Grant Application to the ADDPC.

ASSURANCES FOR NON-CONSTRUCTION PROGRAMS
OMB Approval No. 0348-0040

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of the project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to the nondiscrimination in the sale, rental or financing or housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of the Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §276a to 276a-7), the Copeland Act (40 U.S.C. §276C and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards

- Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
 11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
 12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
 13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §§470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
 14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
 15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
 16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
 17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations.
 18. Will comply with the Contractor Employee Whistleblower Rights and Requirement to Inform Employees of Whistleblower Rights of 2013 (P.L. 112-239, U.S.C. §§4712 et seq., section 828 of the National Defense Authorization Act).
 19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program, including the U.S. Health and Human Services, 2 CFR Part 300, and 45 CFR Part 75; and Grants Policy Statement. Each governs the federal Developmental Disabilities Assistance and Bill of Rights Act of 2000.

SIGNATURE OR AUTHORIZED CERTIFYING OFFICIAL	TITLE
OFFEROR ORGANIZATION	DATE

Arizona Developmental Disabilities Planning Council
RFGA# ADDPC-FFY18-SDM-010

SECTION III: ADDPC SPECIAL INSTRUCTIONS FOR THIS RFGA

1. **REQUIRED REVIEW**

Applicants should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by ADDPC at least seven (7) days prior to the application's due date. Protests based on any omission or error, or on the content of the solicitation, may be disallowed if these faults have not been previously brought to the attention of ADDPC as required herein.

In the event of a contract awarded, no plea of ignorance of conditions that exist, or may hereafter exist, or of difficulties that may be encountered in the provision of services under the contract will be accepted as an excuse for any failure or omission on the part of the applicant to fulfill in every detail all of the requirements of the contract, nor accepted as a basis for any claims for extra compensation.

2. **PRE-APPLICATION CONFERENCE**

A Pre-Application Conference will be held at the time and place indicated on the cover sheet; attendance is not required. The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of ADDPC's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to ADDPC at the conference. ADDPC will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation. **It is the sole responsibility of the applicant to check the ADDPC website at <https://addpc.az.gov> for any amendments to this RFGA.**

3. **LETTER OF INTENT**

Applicants are strongly encouraged to submit a Letter of Intent via email. The purpose of a Letter of Intent is to notify the ADDPC of the applicants' intent to apply for grant funding under this RFGA. Letters of Intent will be used only to review the number of expected applications and for planning purposes. Include in your Letter of Intent the name of the Applicant and the amount of funding being requested. Letters of Intent shall be emailed to the Contact Name listed on the Cover Page **no later than July 20, 2018**. Letters of Intent shall remain confidential until final contract award.

4. **EXCEPTIONS**

Applicants shall indicate any exceptions they have taken to the instructions, terms, conditions or other requirements of the solicitation. Exceptions may result in the rejection of the application.

5. **APPLICATION OPENING**

Applications shall be opened publicly at the time and place designated on the cover page of this document. The name of each applicant may be read publicly and recorded. The evaluation documentation shall not be subject to public inspection until after Contract award.

6. **OFFER ACCEPTANCE PERIOD**

Applications shall be irrevocable for 120 days after the application due date.

7. **RESPONSIVENESS AND ACCEPTABILITY**

Applications may not be considered responsive and / or acceptable if they do not contain information sufficient to evaluate the application in accordance with the factors identified in the solicitation or other necessary application components. Necessary components include: an indication of the applicants intent to be bound, response to the scope of work, budget information, and submission of all other required forms and attachments.

8. EVALUATION

The ADDPC shall ensure that the final selection for the grant awards shall be made to those whose application is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation criteria includes the following:

1. Provide a comprehensive response to the Scope of Work, including complete responses to all questions under the program narrative, to include a timeline of proposed activities, letters of support and collaborative effort with other agencies and individuals to achieve the desired outcome.
2. Experience and qualifications of the applicant and personnel in carrying out the proposed project.
3. Cost effectiveness of the program that shows reasonable and allowable costs and matching funds.

ADDPC reserves the right to consider historic information and facts, whether gained from the Offeror's application, negotiations, references, or other source and the views of the evaluator(s) with a prior contract or service delivery experience with any of the offeror's, while conducting the application evaluations.

9. COMPETITIVE RANGE

If the ADDPC determines that the number of applications that would otherwise be in the Competitive Range exceeds the number at which an efficient competition can be conducted, the ADDPC may limit the number of applications in the Competitive Range to the greatest number that will permit an efficient competition among the most highly advantageous applications.

10. CLARIFICATIONS

ADDPC may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in applications. Clarifications shall not otherwise afford the applicant the opportunity to alter or change its application.

11. NEGOTIATIONS

ADDPC reserves the option to conduct negotiations with applicants who submit applications determined to be in the competitive range or reasonably susceptible of being selected for award. If negotiations are conducted, ADDPC shall issue a written request for final application revisions. Award may be made without negotiations, therefore, applications shall be submitted complete and on most favorable terms.

12. APPLICATION FORMAT AND CONTENT

The applicant shall mail one (1) original application. In addition, the applicant shall submit one electronic copy, in PDF format, to mcrane@azdes.gov. **The ADDPC must receive both hard and electronic copies by the due date and time.**

Applications shall be submitted in the format specified in the RFGA. The content of both the hard and electronic copy of the applications shall be the same and must be in the sequence listed below and related to the RFGA. Forms may be recreated, if necessary, with all information necessary for review.

Applications should not be held together with rubber bands or paper clips. Telefaxed or late applications will not be accepted. The ADDPC is not responsible for the costs of developing the application. It is acceptable to use binder clips or three ring binders when mailing the application

The application shall be typed, single-spaced with one-inch margins or wider with a 12-point using Verdana, Times New Roman or Arial font. Page numbers must be on the bottom of all pages. The application shall be presented in the following order:

- A. Offeror and Acceptance Form
- B. Program Narrative

- B1. Timeline of Major Activities
- C. 3 Letters of Support
- D. Project Budget Summary, Match and Budget Narratives
- E. Applicants Background Information Questionnaire
- F. Applicants Qualifications Questionnaire
- G. Personnel Qualifications Questionnaire
- H. Financial Systems Survey, and required financial attachments
- I. Assurances for Non-Construction Programs
- J. State of Arizona Substitute W-9 & Vendor Authorization Form
- K. Signed RFGA Amendment(s) if applicable

It is not necessary to return the Special Instructions or the Special Terms and Conditions with your application.

Please Note: Failure to include the requested information and in the required format will have a negative impact on the evaluation of the application.

13. INSTRUCTIONS FOR PROVIDING THE CONTENT OF THE APPLICATION

This is what your application must contain. Failure to include any part of the required application may cause your application to be deemed non-susceptible for review.

- A. **OFFER AND ACCEPTANCE FORM** - The applicant shall submit one signed original of the Offer and Acceptance form. The Offer and Acceptance form is the first page of the Contract and can be found in Section II of this RFGA. If the application is accepted, the bottom half shall be completed on behalf of the ADDPC and shall be returned to the applicant, thereafter known as the Contractor.
- B. **PROGRAM NARRATIVE / METHODOLOGY** - The Scope of Work is located in Section II and is divided into five (5) Parts. Read the entire Scope of Work carefully. Part 1: Is the Background of the RFGA. Part 2: Includes Total Amount Available, Eligibility Criteria, and Definitions. Part 3: Includes Purpose of RFGA and Types of Activities. Part 4: Is the Project Narrative Questions and Evaluation. Part 5: Includes Deliverables to the ADDPC.

The applicant shall develop the program narrative section addressing part 4 of the Scope of Work that shall not exceed ten (10) written pages. Attempts to reiterate the applicant's qualifications/experience will be looked upon negatively. Vague descriptions or simple confirmations that the applicant meets the goal and tasks will be looked upon negatively. Include as part of the project narrative, B1 - Timeline of major activities.

B1. TIMELINE OF MAJOR ACTIVITIES - The applicant shall submit a detailed timeline of major activities of the proposed project that outlines the types of activities that will be undertaken by the applicant, the staff person responsible for activity, and the date activity will be completed. The Timeline is part of the ten (10) pages of written narrative.

- C. **LETTERS OF SUPPORT** – The applicant must include 3 Letters of Support from collaborators that shows their commitment to the lead applicant in the proposed project. The Letters of Support should state any type of financial or in-kind support that will be offered during the project period, and what type of role they will participate in. Letters of Support should be current, specific to the proposed project, on letterhead and signed. The Letters of Support are not part of the ten (10) pages of written narrative.
- D. **PROJECT BUDGET & MATCH REQUIREMENTS** - The applicants shall not exceed the total amount of funding available and shall only apply for what is necessary and reasonable to carry out the activities. The applicant shall submit a detailed budget summary and budget narrative that covers the total cost for accomplishing the proposed project for a 12 month period. Funding shall be limited to those items specifically listed in the proposed budget and support the scope of work proposed. Cost shall also be allowable and reasonable and relate to the proposed project activities.

MATCH. The applicant shall provide 25% cash or in-kind match. The ADDPC will fund 75% of the total program costs; therefore it is the responsibility of the applicant to come up with remaining match dollars to support the proposed project. The following are not considered Match:

1. Applicants are prohibited from using other federal dollars that are currently awarded to the applicant as match towards the requested total program costs.
2. In addition, applicants are prohibited from using a source of funds that is already designated as match towards an existing program and applying it as match towards the proposed project.

E-K. Additional Application Documents – The RFGA includes additional forms and instructions to complete.

Carefully read each form, sign where necessary and do not leave anything blank:

- Applicants Background Information Questionnaire
- Applicants Qualifications Questionnaire
- Personnel Qualifications Questionnaire
- Financial Systems Survey, plus required attachment
- Assurances for Non-Construction Programs
- State of Arizona Substitute W-9 & Vendor Authorization Form
- Signed RFGA Amendment(s) if applicable

14. CONFIDENTIAL INFORMATION

If a person believes that any portion of the application, offer, specification, protest, or correspondence contains information that should be withheld, then the ADDPC shall be so advised in writing (Budget is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.C.R.R. R2-7-104, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision as noted in §§ 41-2611 through 41-2616.

15. DEFINITION OF TERMS

A. Shall, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an application as non-responsive.

B. Should: Indicates something that is recommended but not mandatory. If the applicant fails to provide recommended information, the State may, at its sole option, ask the applicant to provide the information or evaluate the application without the information.

C. May: Indicates something that is not mandatory but permissible.

17. SUBMISSION OF APPLICATIONS

It is the responsibility of each applicant to ensure their application is delivered to the Arizona Developmental Disabilities Planning Council at 3839 North Third Street, Suite 306, Phoenix, AZ 85012

by the due date and time. Allow for such contingencies as heavy traffic, weather, directions, parking, etc. Verify that your express delivery service provider delivers packages directly to the above address.

Applicants are cautioned not to rely on next day mail services. The ADDPC is not responsible for packages delivered to locations other than the above listed address.

Applications shall not be mailed or dropped off at any other location, including other Arizona State Agencies. Applications that are received at other State offices or other locations shall be considered non-responsive and will not be forwarded to the ADDPC.

18. ADDPC'S RIGHTS
Notwithstanding any other provision of the RFGA, ADDPC expressly reserves the right to:
- A. Waive any immaterial defect or informality;
 - B. Reject any or all applications, or portions thereof; or
 - C. Reissue the RFGA.

**Arizona Developmental Disabilities Planning Council
RFGA # ADDPC-FFY18-SDM-010**

SECTION IV: ADDPC SPECIAL TERMS & CONDITIONS OF THE CONTRACT

1. TERM OF CONTRACT

The term of the contract shall commence on date of last signature on Award notification or date of Award Letter and shall remain in effect as stated in the Award Letter, unless terminated, canceled, or extended as otherwise provided herein. The contract shall not bind nor purport to bind the ADDPC for any contractual commitment in excess of the original contract period. The ADDPC proposes a 12 month funded period for approved funded contractor(s). The ADDPC may approve a 12 month renewal funding for year 2 and a final contract for year 3. Contract renewal is based on funding availability and contractor performance.

2. NUMBER OF EXPECTED AWARDS

One award may be made.

3. PAYMENT AND REPORTING

3.1 This shall be a cost reimbursement contract based upon the Budget.

3.2 The Contractor shall be paid on a cost-reimbursement basis. The reimbursement amount is to be determined on the cash basis of accounting. The reimbursement request must be submitted no more than monthly and no less than quarterly for those items submitted and approved in the budget inclusively. The Contractor shall use the ADDPC's invoice form and include copies of all supporting evidence of project expenditures, in sufficient detail to justify payment. The invoice documents shall be separate from the narrative program reports and must show expenditures by line item. All documents must identify the contract name and number, and must be signed by authorized staff. The invoice will be processed for payment upon receipt and approval.

3.3 Contractor shall submit a final reimbursement request no more than forty-five (45) days after the contract end for expenses obligated prior to the date of contract termination. All expenses must be liquidated prior to the final reimbursement request. Requests for reimbursement received later than forty-five (45) days after the contract termination will not be paid. If awarded a contract, your organization must have sufficient funds to meet obligations for up to sixty (60) days while awaiting reimbursements from the Arizona Developmental Disabilities Planning Council.

3.4 Financial reimbursements shall be sent to:
Lani St. Cyr, Fiscal Manager
Arizona Developmental Disabilities Planning Council
3839 North Third Street, Suite 306
Phoenix, Arizona 85012
602-542-8974
Lst.cyr@azdes.gov

3.5 If the Contractor is in any manner in default in the performances of any obligation under this contract, ADDPC may, at its option, adjust or withhold payment until satisfactory resolution of the default. Under no circumstances shall ADDPC authorize payment to the Contractor that exceeds the amount specified in this contract. The ADDPC may, at its option, withhold all payment under contract until it has received all reports and deliverables required.

3.6 As stated on page 9 of the Scope of Work, the Contractor agrees to all listed Deliverables. Contractor shall submit narrative reports summarizing the activities accomplished during the contract period. The

reports shall be due and shall contain such information as deemed necessary by the ADDPC. The ADDPC may, at its option, share details of any report with the Council members and/or post such reports to the ADDPC's website. Failure to submit timely narrative reports may result in suspension of reimbursement.

3.7 Evaluation and Programmatic Reports shall be sent to:
Marcella Crane, Contracts Manager
Arizona Developmental Disabilities Planning Council
3839 North Third Street, Suite 306
Phoenix, Arizona 85012
602-542-8976
mcrane@azdes.gov

4. RELATIONSHIP

The relationship of the Parties is that of independent Contractors. Nothing contained in this Contract will be considered to be the formation of a partnership, joint venture or other legal entity or relationship. Except as expressly agreed by the Parties from time to time during the term of this Contract, neither Party will be authorized to act as or hold itself out to be the agent or representative of, or have the power to legally bind, the other Party in connection with the activities contemplated under this Contract.

5. LICENSES

Contractor shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Contractor.

6. AUDIT OF RECORDS

Pursuant to A.R.S. §§ 35-214 and 35-215, the Contractor shall retain and shall contractually require each subcontractors to retain all data, books, and other records ("records") relating to this Contract for a period of five years after completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce the original of any or all such records. Audit of this contract will be conducted pursuant to Office of Management and Budget (OMB) Circular A-133 when applicable.

7. APPLICABLE LAW

This Contract shall be governed and interpreted by the laws of the State of Arizona.

8. RIGHTS IN DATA

ADDPC may duplicate, use, and disclose in any manner and for any purpose whatsoever, within the limits established by Federal and State laws and regulations, all information relating to this Contract.

9. LOBBYING

No funds to the Contractor by the ADDPC, or interest earned thereon, shall be used for the purpose of influencing or attempting to influence an officer or employee of any federal or State agency, a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature, an officer or employee of a member of the United States Congress or State Legislature in connection with awarding of any federal or State contract, the making of any federal or State grant, the making of any federal or State loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal or State contract, grant, loan, or cooperative agreement. Restrictions on lobbying is per federal law, (Byrd Amendment) P.L. 101-121 Section 319 (31 U.S.C. section 1352).

10. NON-DISCRIMINATION

The Contractor shall comply with Executive Order 99-4, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities and all other applicable State and Federal employment laws, rules, and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that Contractor for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin or disability.

11. SUSPENSION OR DEBARMENT CERTIFICATION

By signing the offer section of the Offer and Acceptance page, the Contractor certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

12. AMERICANS WITH DISABILITIES ACT OF 1990

The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

13. CONFIDENTIALITY OF RECORDS

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

14. AMENDMENTS

14.1 The Contractor shall notify the Contracts Manager of the Arizona Developmental Disabilities Planning Council in writing, thirty (30) calendar days in advance, of any changes in the program that will directly affect service delivery under the terms of the contract. Any change in the contract including Budget and Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the Contractor and the ADDPC Contracts Manager of the State of Arizona. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

14.2 Total funding may not be modified by the Contractor following award. After award, requests for line item modifications that do not change the Scope of Work or Total Program Funding, must be requested in writing. If approval of the change is granted, written authorization from the ADDPC Contracts Manager will be provided.

14.3 Key Personnel. It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract for a specific project, key personnel shall not be removed or replaced without prior approval of the ADDPC.

15. PROGRAM REVIEW AND SITE VISITS

ADDPC has the right to make site visits at reasonable intervals for purposes of review of project accomplishments and management control systems and to provide technical assistance, if required. Contractor will provide reasonable access to facilities, office space, resources, and assistance for the safety and convenience to ADDPC representatives in the performance of their duties. All site visits and evaluations must be performed in a manner that does not unduly interfere with or delay the work.

16. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its 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 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 subcontractor(s) is/are an agency, board, commission or university of the State of Arizona.

17. E-VERIFY REQUIREMENT

- 17.1 The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program).
- 17.2 A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 17.3 Failure to comply with a State audit process to randomly verify the employment records of Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- 17.4 The Arizona Department of Administration retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty under paragraph 18.1.

18. OFFSHORE PERFORMANCE OF WORK PROHIBITED

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect

or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

19. INCORPORATION BY REFERENCE

The subject solicitation, including instructions to the Applicants, the specifications or Scope of Work, any amendments thereto, and the Offeror's application including additional clarification and response, its appendices and attachments, including any approved Subcontracts are hereby incorporated by reference as being part of this Contract as provided herein.

20. ACKNOWLEDGEMENT OF SUPPORT AND DISCLAIMER

The Contractor shall agree to acknowledge and display the ADDPC Logo on all printed materials that will be used to promote and disseminate information about the funded project. The ADDPC Logo shall be provided to awarded contracts. In addition, that acknowledgement must be accompanied by a disclaimer indicating that information provided or views expressed, whether orally or in writing, or in any documents, reports or final findings resulting from the funded project, do not necessarily reflect the official views of the ADDPC or the U.S. Health and Human Services. Applicants are required to use the following language:

"Funding for this project was made possible [in part, if applicable] by [insert grant number] from the Arizona Developmental Disabilities Planning Council. The views expressed in written materials or publications and by any speakers and moderators do not necessarily reflect the official policies of the ADDPC or the U.S. Department of Health and Human Services, nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government."

21. IT 508 COMPLIANCE

Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this contract shall comply with A.R.S. §§41-3531-41-3532, as may be amended, and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.

22. INSURANCE

Within 60 days of an award being made, the Contractor is required to provide to the ADDPC Verification of Coverage with a certificate of insurance (valid ACORD form or equivalent approved by the State of Arizona). For ADDPC Contractors, the type and amount of coverage is the "Standard Professional Service Contract" found under the Arizona Department of Administration, Risk Management Division at <https://staterisk.az.gov/insurance/modules>, pages 5-20.

23. TERMINATION FOR DEFAULT:

The ADDPC may immediately terminate this Contract if the ADDPC determines that the health or welfare or safety of service recipients is endangered.

24. ENTIRE CONTRACT:

This Contract, including exhibits, attachments, and modifications approved in accordance herewith, shall constitute the entire Contract between the parties and supersede all understandings, oral or written.

**END OF RFGA SOLICITATION #
ADDPC-FFY18-SDM-010**