

Arizona Developmental Disabilities Planning Council
Special Terms and Conditions for All ADDPC Contracts (updated March 2020)

I. 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, extended, or renewed 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. Other provisions that may apply include:

- I.1 The ADDPC may approve a 12 month funded period for a contract.
- I.2 The ADDPC may issue a contract renewal under any grant solicitation.
Renewal funding is based on contract performance, evaluation data, available funding and/or other required deliverables.
- I.3 The ADDPC may institute step down funding for any contractor that seeks renewal funding. Step down funding is a process where contractors will be asked to submit a budget that is 75% of their original award amount for Year 2 funding and 50% of their original award for Year 3.

2. NUMBER OF EXPECTED AWARDS

Multiple or single awards 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 in the Scope of Work, the Contractor agrees to all listed Deliverables. Contractor shall submit all required 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-AVAILABILITY OF FUNDS

Payment and service obligations are conditioned upon the availability of funds appropriated or allocated for the payment or support of such obligation. If funds are not allocated and available for the continuance of this grant solicitation, the Contract may be terminated by either party at the end of the period for which funds are available. No liability shall accrue to the terminating party in the event this provision is exercised, and neither party shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

11. 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.

12. 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.

13. 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.

14. 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.

15. AMENDMENTS

15.1 *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.

15.2 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.

15.3 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.

16. 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.

17. 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 State of Arizona). For ADDPC Contractors, the type and amount of coverage is the “Standard Professional Service Contract”, found under the Department of Administration, Risk Management Division at <https://staterisk.az.gov/insurance/modules>

18. 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.

19. E-VERIFY REQUIREMENT

- 19.1 *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).*
- 19.2 *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.*
- 19.3 *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.*
- 19.4 *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 19.1.*

20. 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.

21. 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.

22. 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.”

23. 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. §§4I-353I-4I-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.

24. 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.

25. 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.