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| Arizona State Seal | **State of Arizona****Department of Health Services****Request for Grant Application (RFGA)** |

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| **RFGA Number:** |  | **ADHS17-00007401** |
| **Application Due Date / Time:** |  | **November 30 2017, 3:00 PM Local AZ Time** |
| **Submittal Location::** |  | [**Submit via ProcureAZ**](https://procure.az.gov/bso/login.jsp) |
| **Description of Procurement:** |  | **Grant Applications for Arizona Department of Health Services****Arizona Biomedical Research Commission****Research to Improve the Health of all Arizonans****Arizona New Investigator Award (AZ NIA)** |
| **Pre-Application Telephone Conference:** |  | **November 7, 2017 at 10:00 AM Local AZ Time** |
| **TELECONFERENCE PARTICIPANT DIALING INSTRUCTIONS** | **Dial the Access Number: 1-855-212-0212 and****Enter the Participant Passcode: 519-640-559#** |

**ADHS is not responsible for the call quality, access or any charges incurred by calling the conference bridge. Interested parties are encourages to participate in person. Conference call option is offered due to requests received. Please check if the service is available through your provider. All conference call participants shall provide via email the following information to the Grant Solicitation Contact Person: Name, Company, Telephone and Email address, no later than twenty-four (24) hours after the event.**

In accordance with A.R.S. § 41-2701 through 41-2702, competitive sealed applications for the services specified will be received by the Arizona Department of Health Services (ADHS) online in the State of Arizona’s online procurement system, procure.az.gov (ProcureAZ). Applications received by the due date and time will be opened. The name of each Offeror will be publicly available. Applications must be submitted in the State ProcureAZ system on or prior to the date and time indicated. Late Applications will not be considered. It is the responsibility of the supplier/offeror to routinely check the ADHS web site for Solicitation Amendments. Additional instructions for preparing an Offer are included in this solicitation.

With seventy-two (72) hours prior notice, persons with disabilities may request special accommodations such as interpreters, alternative formats, or assistance with physical accessibility. Such requests are to be addressed to the Solicitation contact person named below.

**APPLICANTS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE RFGA.**

Grant Solicitation Contact Person:

## Russell Coplen, Procurement Officer

Email: Russell.coplen@azdhs.gov

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| Arizona State Seal | **GRANT APPLICATIONRFGA NO. ADHS17-00007401** | **Arizona Department Of** **Health Services**150 North 18th Ave, Suite 260Phoenix, Arizona 85007(602) 542-1040(602) 542-1741 Fax |

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# INTRODUCTION TO THE ARIZONA NEW INVESTIGATOR AWARD (AZ NIA)

# Arizona Biomedical Research Commission (ABRC)

The mission of the ABRC is to identify and support innovative biomedical research to improve the health of all Arizonans. ABRC is focused on leveraging existing resources, maximizing partnerships, cultivating communication, and promoting innovation. ABRC manages multiple initiatives which are guided by input from leaders and professionals from Arizona’s universities, nonprofit research institutions, hospitals, medical centers, and patient advocacy groups. ABRC’s initiatives have evolved into four (4) distinct programs: Research Grants, Arizona Public Cord Blood Program, Arizona Biospecimen Locator, and Research Education.

# Funding Source

Funding source for this Grant is the Health Research Fund (Tobacco Tax).

# Available Funds

# Up to four million dollars ($4,000,000.00) are available for both RFGAs: ADHS17-00007401 AZ NIA and ADHS17-00007403, AZ IG. Maximum award per AZ NIA application up to seventy-five thousand ($75,000.00) annually and maximum project duration up to three (3) years from the award date.

# The total amount to be awarded under this Grant program is subject to decision by the ABRC. ADHS shall not be obligated to select project proposals to cover the full amount of available funding and reserves the right to cancel the RFGA without awarding any Grant funds.

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| Application **The Application process consists of two (2) phases**:Phase One (1) Letter of Intent. Candidates are required to submit Letter of Intent, as described in the Special Instructions for Applicants, Provision Seven (7) Application Requirements, Section 7.2.NOTE: Submission of Letter of Intent will not guarantee an invitation to submit a full application. Applicants will be notified in writing if accepted or denied to proceed with Phase Two (2). Phase Two (2) Full Application. Upon review of the received Letters of Intent, Invitation Letters to submit a full application will be sent to the selected candidates. As described in the Special Instructions for Applicants, Provision Seven (7) Application Requirements, Section 7.3.  |

# Program Goals

The goal of this funding opportunity is to accelerate promising research toward clinical testing and breakthroughs designed **to improve the health of Arizonans.** While ABRC’s strong emphasis is on funding basic and translational research projects to generate preliminary data, ABRC continues to seek innovative projects that leverage Arizona’s resources and strengthen collaboration. The **Arizona New Investigator Award (AZ NIA)** is established to help new investigators conduct research aimed at testing basic hypotheses to generate preliminary data necessary to apply for larger funding opportunities. Projects with a future impact on the local economy and/or commercialization potential such as shortening recovery time, decreasing health care costs, increasing productivity, or adding new biomedical patents in Arizona are encouraged.

# Multiple Applications

* 1. **Collaborative partners** should designate one (1) primary recipient and should collectively submit only one (1) Application per project.
	2. **Each principal investigator** may submit more than one (1) Letter of Intent however, if selected, only one (1) project would be funded.
	3. **Each institute** may submit more than one (1) application as long as the previous two (2) conditions are met (6.1 and 6.2).

# Grant Application Funding

* 1. Research projects shall present value in translating the research to applications that benefit Arizonans. Research projects supported include those that are aimed at:

# The causes, epidemiology, and diagnosis of human diseases,

# Public health and community-based participatory research,

# The formulation of cures and medically accepted treatments,

# Prevention of human diseases, including new drug discovery and development,

# Advancing the prevention and treatment of tobacco-related disease and addiction, and/or

# Behavioral studies and attitude assessments.

* 1. All costs should be specifically detailed in the Full Application package. Eligible costs are those that are directly related to the implementation of the project:

# Indirect costs are allowed however cannot exceed ten percent (10%) of the total direct cost for each budget year, and

# Up to a maximum of five thousand dollars ($5,000.00) for manuscript preparation fees, including page charges and illustration costs.

# Tuition remission and other forms of compensation paid as, or in lieu of, wages to students under research grants are allowable. Compensating Research Assistants (RA) for time spent on research by paying for tuition while the student is an RA is allowable.

# Grant Funding Unallowable Activities and Costs

* 1. Construction costs for facility improvements.
	2. Travel expenses for the Grant recipient or employees of the Grantee to attend scientific meetings, or any other travel that is not directly related to the specific research project being funded. Funds shall only be used for travel that is essential to the research project outcomes.
	3. Supply expenses for office costs that would be considered in the administrative overhead or indirect calculations, such as telephone costs, paper, postage, copying costs, etc.
	4. Equipment not directly associated with the project or which exceeds twenty percent (20%) of the total project budget.
	5. Out-of-State Subgrantees or collaborators that exceed more than fifty percent (50%) of the total project budget.
	6. Subscriptions to journals, membership dues to organizations or societies, purchase of books, library search fees, and journal article copying not directly related to the project.
	7. ADHS does not fund research that uses human fetal tissue, cells, or organs that are obtained from a living or dead embryo or fetus during or after an induced abortion. This restriction does not apply to research that uses human fetal tissue, cells, or organs that are obtained from a spontaneous abortion or an ectopic pregnancy (A.R.S. §36.2302.A).

# Eligibility

* 1. Any individual(s) with the skills, knowledge, and resources necessary to carry out the proposed research as the Program Director(s)/Principal Investigator(s) are eligible to apply for this Grant.
	2. The Principal Investigator (PI) shall reside in Arizona.
	3. The lead institution shall originate in Arizona.
	4. The New Investigator shall meet one (1) of the following criteria:
		1. An individual who has graduated with their terminal degree in the past ten (10) years from the [Letter of Intent Due Date](#_top); or
		2. An individual who is mid-career but is shifting their research to a new field; or
		3. An individual who is re-entering the research field after a five (5) or more year break.
	5. The PI should demonstrate the support of a senior mentor and/or department chair in the field of study by submitting a signed letter of support with the following statement **“I have reviewed and endorse the proposal as submitted.”**
	6. The senior mentor(s) shall be able to demonstrate:
		1. Strong record of Federal funding; and
		2. Prior mentoring of investigators.
	7. Current Grant Recipient may apply for the AZ NIA or AZ IG as long as the Eligibility criteria is met.

# Grant Administration and Reimbursement of Expenses

* 1. Applicants selected to receive Grant funding shall be required to sign the Grant Offer and Acceptance. All services or work carried out under a Grant awarded as a result of this RFGA shall be completed within the scope, time frame, and funding limitations specified in this Grant; and
	2. Payments will be made on a reimbursement basis for eligible expenses incurred by the Grantee. There will be no pre-payment of expenses by ADHS. Requests for reimbursement may be submitted to ADHS no more frequently than quarterly. Grantees shall provide documentation to show that equipment or services have been received and the expenses incurred before reimbursement is approved by ADHS.

# Pre-Application Conference

Prospective Applicants are invited to attend a Pre-Application Telephone Conference. Attendance is not required. The date, time and location of this conference are indicated on the [Cover page](#_top). This Conference will clarify the contents of this Request for Grant Application (RFGA) in order to prevent any misunderstanding of ADHS’ position. Any doubt as to the requirements of this RFGA or any apparent omission or discrepancy should be presented to ADHS at this conference. ADHS will then determine the appropriate action necessary, if any, and issue a written amendment to the RFGA. Oral statements or instructions shall not constitute an amendment to this RFGA.

# Application Submission

# Applicants responding to this RFGA shall submit their Letters of Intent and Full Applications electronically through ProcureAZ. All submissions shall be received before the due date and time as listed in ProcureAZ. Letters of Intent and the subsequent Full Applications submitted outside of ProcureAZ or those that are received after the due date will not be accepted. Applications not adhering to the instructions in [Provision Seven (7) Application Requirements](#_Application_Requirements) shall NOT be reviewed.

# To submit a Letter of Intent and Full Application, Applicants must register in the ProcureAZ system. “Vendor registration” guide is located at: <http://spo.az.gov/sites/default/files/Step-by-Step_Vendor_Registration.pdf> Applicants requiring assistance in the registration process or in navigating the ProcureAZ system may contact the Help Desk at 602-542-7600.

# A “Responding to Solicitations” Step-by-Step Guide is located at <http://spo.az.gov/sites/default/files/Step-by-Step_Responding_to_Solicitations.pdf> and is available for reference.

# Acknowledge of Solicitation Amendments. Applicants shall acknowledge Solicitation Amendments electronically in ProcureAZ (<https://procure.az.gov>) no later than the Offer due date and time. Failure to acknowledge all/any Solicitation Amendment may result in rejection of the Offer.

# Deadline for Submission

# Letters of Intent will be accepted for consideration for this RFGA only if received through ProcureAZ no later than the date indicated on the [Cover page](#_top). ADHS reserves the right to modify or extend the due date.

# For Applicants invited to submit a Full Application, the due date will be specified in the Invitation Letter.

# Grant Agreement Terms and Conditions

The Grant contains Terms and Conditions which are standard provisions for Grants awarded through the State of Arizona. Applicants shall identify in the application any concerns with Terms and Conditions in the Grant. ADHS may agree to modify the Terms and Conditions of the Grant under limited circumstances, but ADHS will not address concerns that are not identified in the Grant Application.

# Application Questions

All questions regarding this RFGA shall be submitted within the ProcureAZ system no later than five (5) calendar days prior to the RFGA due date. Applicants will be referred to ProcureAZ Q&A Tab for this RFGA to input questions if sent by email or voicemail to the Procurement Officer. Questions will only be answered via ProcureAZ. To post a question, the interested party must be registered in ProcureAZ.

# Application Status

# Upon submission, all Application documents become the property of the State of Arizona and as such become subject to public disclosure. All information is deemed not to be proprietary or confidential.

# If an Applicant believes that their Application contains information that should be withheld from public disclosure, it *must* be clearly marked “Confidential/Proprietary” on those pages.

# A statement advising the Procurement Officer of this fact and explaining the reasons for confidentiality shall accompany the Application. The Applicant shall stamp or specifically identify all information believed to be confidential. It is the responsibility of the Applicant to explain the basis of a claim of confidentiality.

# The information identified by the Applicant as confidential shall not be disclosed until the Procurement Officer makes a written determination. The Procurement Officer shall review the statement and information and shall determine in writing whether the information shall be withheld. If the Procurement Officer determines the information is not confidential, the Procurement Officer shall inform the Applicant in writing of such determination.

#

# Application Requirements

# One (1) electronic copy of the Application shall be submitted in the ProcureAZ e-procurement system as attachments in the acceptable format specified below. Acceptable formats include .doc document (Microsoft Word 2000, XP, or 2003), xls spreadsheet (Microsoft Excel 2000, XP, or 2003) and .pdf (Adobe Acrobat portable documents format). Applicants shall copy ProcureAZ Attachments to their own computer, save the information entered, and submit the completed information as a new, appropriately renamed Attachment in ProcureAZ. ProcureAZ will not save information entered directly on the Attachments.

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| Phase One (1) - Letter of Intent Requirements |

# A Letter of Intent Application for this funding opportunity shall be submitted through ProcureAZ, no later than the date indicated on the [Cover page](#_top).

# The Letter of Intent shall be submitted following the [*Letter of Intent Packet Attachment A*.](#_RFGA_Title:_Click) The material shall be in sequence and organized as outlined in the *Letter of Intent Packet Attachment A*. Failure to include the requested information and documents will disqualify the Application.

# The Letter of Intent must be uploaded as one (1) attachment in the “Attachment Tab” in ProcureAZ. The Attachment must be completed before submission.

# The Letter of Intent Packet consists of the following:

# Cover Page for Letter of Intent*,* complete and submit to include the following information:

# Request for Grant Application Title;

# Descriptive Title of Proposed Research;

# Principal Investigator (s) Name, Address, Telephone Number, and E-Mail Address;

# Names of other Key Personnel;

# Names of Participating Institutions; and

# Explanation of how the applicant meets one (1) of the criteria below to be eligible as a “New Investigator.”

# The applicant graduated with their terminal degree in the last ten (10) years, OR

# The applicant is mid-career but is shifting their research to a new field, or

# The applicant is re-entering the research field after a five (5) or more year break.

# \*NOTE: Choosing one (1) of the previous choices does not suffice this requirement. The applicant must explain how he/she fits in the designated category. For example: if the applicant chooses a mid-career shift, he/she must indicate the previous and future areas of study. The new study area must be significantly different.

# Letter of Intent, complete and submit to include the information below. The researcher shall explain the connection between the research and the potential value to Arizona in terms of health impacts and economic impacts. Total point available is twenty-five (25) points.

# Health Impacts on Arizonans [Five (5) points]: Include diseases or health concerns that:

# Are particular to Arizona;

# Significantly impact Arizonans; or

# Disproportionately impact Arizonans.

# Project Description [Twenty (20) points]: The project description should concisely describe:

# The research problem, hypothesis, aims, projected outcomes, and next steps.

# The project's impact on scientific understanding of the problem and potential future successes such as patents, next stage trials, collaborations, funding etc.

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| Phase Two (2) - Full Application Requirements |

# Upon written invitation based on an accepted Letter of Intent the Applicant shall submit the Full Application through ProcureAZ, no later than the date indicated on the Invitation Letter.

# The Full Application shall be single sided, typed using Arial 10-point font, single spaced, and margins shall be no less than 0.9” top/bottom/right/left. The material shall be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant’s Application.

# On each page of the Application, insert a Footer that specifies: Name of the Applicant, Name of the Attachment, the Solicitation Number, and Page Number. ADHS will not provide any reimbursement for the cost of developing in response to this RFGA.

# The Full Application must be uploaded as one (1) attachment in the “Attachment Tab” in ProcureAZ. All Attachments must be completed before submission.

# The Full Application shall consist of the following:

# Table of Contents for entire Application with page numbers;

# Application Packet Attachment B:

# General Information Page (filled in as applicable and W-9 attached),

# Acknowledgement Statement of Acceptance of Terms and Conditions (concerns, if applicable),

# Review Purposes Page,

# Project Abstract Page,

# Detailed Project Description (shall not exceed eight (8) pages total in length),

# Biographical Sketch(es),

# Letters of Support / Mentor Support,

# Budget Information, and

# Certifications and Assurances.

# Letter of Support - signed by a senior mentor and/or department chair in the field of study that includes:

# The statement “I have reviewed and endorse the proposal as submitted.”

# Language that demonstrates that the senior mentor has:

# Strong record of Federal funding; and

# Prior experience mentoring investigators.

# Attachment C - Grant Offer and Acceptance form shall be completed and signed by authorized representative;

# Attachment D - Notices, Correspondence, and Payments to the Grantee shall be completed in its entirety;

# Attachment E - Designation of Confidential Trade Secret & Proprietary Information shall be completed and signed by authorized representative;

# Attachment F - Participation of Boycott of Israel form shall be completed and signed by authorized representative;

# Other Attachments – provide itemized list of attachments and a brief statement of importance as to why the attachments have been included for review; and

# Complete the “Items Tab” in ProcureAZ. The information required to be input is the “Total Requested” budget amount from Attachment B, General Information page, Item Five (5) Total Fund Request for Project Budget Period. This step must be completed in order to successfully submit your Application.

#

# Selection Criteria

# Each scientifically distinct Project should be submitted as a separate Application request. Costs should be broken down so that partial funding could be considered for any Grant.

# Evaluation Criteria for Full Application

# Applications will be evaluated based on information provided in the Full Application.

# Grant Full Applications will be evaluated according to the Grant requirements per ARS §41-2702 F. The evaluation criteria are listed in the relative order of importance and are based on the following:

# Scientific Merit and Approach (55 points): Scientific merit, including: study design, methodology, feasibility, evaluative content, and importance of the proposed research;

# Innovation and collaboration (25 points): Novelty and originality of the proposed research or research methodology and collaborative approach;

# Adequacy of Facilities and Budget (10 points): Adequacy of facilities and staff, including: personnel and equipment capable of supporting the proposed research, expertise and competence of staff in the techniques required for performance and in the field of the proposed research. Appropriateness of the budget request: the proposed budget will be evaluated to assure that it is reasonable relative to the proposed research and that the expenditures are justifiable;

# Investigator(s) (5 points): Productivity and ability of the investigators in the project to perform the research, as shown by their knowledge and experience. (For new investigators, demonstration of adequate research training, senior mentor shall demonstrate prior mentoring of investigators and past federal funding success, and promise of support from institution/colleagues); and

# Significance (5 points): Relevance of the proposed research to the health of Arizona residents. Applications focusing on the ABRC’s Strategic Mission may be given favorable consideration. The ABRC’s Mission Statement is to identify and support innovative biomedical research to improve the health of all Arizonans.

# ADHS may select parts of an Application for funding and may offer to fund less than the eligible Grant amounts and/or a smaller amount than requested in the Application.

# Based on the number and types of Applications received, ADHS may establish a cut-off level for Grant selections that is less than the available funding, and projects may be offered a smaller amount of funding or may be held until a later date.

# Discussion

# ADHS reserves the option to conduct discussions with Applicants. The purpose of these discussions is to provide clarification and to assure full understanding of and responsiveness to the Application requirements regarding the Grant.

# If discussions are conducted, Applicants will be invited to modify their Applications.

# Multiple Awards

In order to assure that any ensuing Grants will allow the State to fulfill current and future needs, ADHS reserves the right to award Grants to multiple Applicants.

#

# Notification of Award

Applicants will be notified by ADHS of their award by an Award Letter and signed Grant Offer and Acceptance.

# Application Acceptance Period

To be eligible for Grant award, Application cost estimates must be held open for one-hundred twenty (120) days.

# Authorized Signature

# For any document that requires the Applicant’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign Grant agreements. Additionally, if requested by ADHS, disclosure of ownership information shall be submitted.

# Privately Owned: The Owner shall sign the Grant Application,

# Partnership: A Partner shall sign the Grant Application, or.

# Corporation: A duly authorized Corporate Officer shall sign the Grant Application; and

# If a person other than these specified individuals signs the Grant Application, a Power of Attorney indicating the employee’s authority must accompany the Grant Application. All addenda to the Grant Application shall be signed by the authorized individual who signed the Grant Application except that they may be signed by a duly authorized designee.

# Suspension or Debarment Status

If the firm, business or person submitting this Application has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a Grantee with any Federal, State or local government or if any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Application. The Applicant shall include a letter with its Application setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided. The Application of an Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected.

# Definition of Terms used in this RFGA

# “*Attachment*” means a document that must be filled out and included as part of the Grant Application.

# “*Exhibit*” means a document included only for informational purposes. It is not intended to be submitted as part of the Grant Application.

# “*Key personnel*” means staff involved in the planning, administration, operation, or monitoring of this Grant.

# “*Medically and Scientifically Accurate*” information will be determined to be medically and scientifically inaccurate if that information is unsupported or contradicted by a preponderance of peer-reviewed research by leading medical, psychological, psychiatric, and public health publications, organizations and agencies.

# "*Shall or Must*" indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of an Application as non-responsive.

# “*Principal Investigator*” means the person who directs the research project or program. The principal investigator (the PI) oversees the scientific and technical aspects of the Grant, and has responsibility for the management of the research.

## Scope of Services

* 1. Grantee shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified in this Grant; and
	2. Grantee shall use their professional expertise to perform the Project according to the Scope of Services and Terms and Conditions of this Grant. Grantee shall assign specific individuals to key positions of responsibility as shown in Grantee’s Application and which are attached hereto as part of this Grant. Once assigned to work under this Grant, personnel shall not be removed or replaced without prior notification to ADHS. Grantee shall comply with all applicable local, state and federal laws and regulations, and with all applicable licenses and institutional review board requirements.

## Grant Period

* 1. This Grant shall be effective February 1, 2018 or upon final signature, whichever is later (“Effective Date”) and shall remain in effect for three (3) years unless terminated, canceled, or extended as otherwise provided herein.
	2. Term Extension. ADHS reserves the right, at its sole option, to extend this Agreement for an additional period of time representing increments of no more than one (1) year, provided that such an extension of the term is affected prior to the current, Agreement expiration date by means of an extension. If ADHS exercises such rights, all terms, conditions and provisions of the original Grant shall remain the same and apply during the option terms.

## Compensation and Conditions

* 1. ADHS shall pay to Grantee an amount not to exceed the amount of funding awarded per year, on a cost reimbursement basis for eligible expenses incurred by the Grantee in the completion of Project. A Purchase Order will be issued in the amount awarded.
	2. Availability of funds for the next fiscal year: Funds may not presently be available for performance under this Grant beyond the current State fiscal year. No legal liability on the part of the State for any payment may arise under this Grant beyond the current State fiscal year until funds are made available for performance of this Grant.
	3. Use of grant funds: Grantee shall use the grant funds only for the purposes set forth in the Scope of Work. In the event that any of the Grant funds cannot be used by Grantee, the unused funds shall be returned to the Tobacco Tax and Health Care Fund – Health Research Account within thirty (30) days after the end of the Grant period. Any failure to provide timely reports and/or completion of activities may affect future funding.
	4. Contractor expenditure reports: There will be no pre-payment of expenses by ADHS. Requests for reimbursement may be submitted to ADHS quarterly through submission of a Contractor’s Expenditure Report (CER). CER template will be emailed quarterly to grantee prior to the submission deadline. Grantee shall be required to attach documentation to show that equipment or services have been received and the expenses incurred before reimbursement is provided by ADHS. For a cost to have been incurred the equipment or service must have been received and the cost must have been paid, unless otherwise approved and authorized by ADHS.
	5. Quarterly update reports: Reports on the progress of completing the Project activities will be required on a quarterly basis, or as specified or otherwise agreed to by ADHS, even if no expenses are submitted for reimbursement during that time. Reports must follow the template provided and be emailed to Biomedical@azdhs.gov . Reports shall include a brief overview of the project, identification number, date of the report, the status of the project at the end of the reporting period and a forecast of the work remaining to be performed.
	6. If using human subjects, documentation of the Institutional Review Board (IRB) review and approval/exemption should be submitted to ADHS after the Grant award and prior to conducting research. Documentation must be emailed to Biomedical@azdhs.gov.
	7. Grantee shall notify ADHS of any material change in the Project. Any issues that have been identified that may affect the budget, timeline, or viability of the project shall be brought to the attention of ADHS as soon as possible.
	8. Project activities funded under the Grant must be completed by the date specified on the Purchase Order, and all costs must be incurred by this date. Grantee shall notify ADHS in writing if the Project is expected to require a longer period of time to be completed. ADHS’ obligation to reimburse Grantee’s allowable costs incurred and paid under this Grant shall expire forty-five (45) days after ADHS’ notification of Grant close out. If no reimbursement has been requested or paid as of this date, ADHS’ obligation to pay will terminate.
	9. Arizona Substitute/IRS W-9 Form: In order to receive payment, Grantee shall have a current Arizona Substitute W-9 Form on file with the State of Arizona, unless not required by law.
	10. Grantee shall attend an ADHS Research Conference to present and share Project status and findings.

## Grant Changes

* 1. Amendments. No alteration or amendment of this Grant shall be valid unless the same is made by an instrument in writing signed by the ADHS Procurement Office and the Grantee and no such alteration or amendment shall be construed to alter or amend any other provision of this Grant unless expressly so stated in such written instrument. Changes to the Grant, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the ADHS Procurement Office in writing or made unilaterally by the Grantee are violations of the Grant. Such changes, including unauthorized written Amendments shall be void and without effect, and the Grantee shall not be entitled to any claim under this Grant based on those changes.
	2. Subgrantees. Grantee shall not enter into any Subgrantee under this Grant for the performance of this Grant without the advance written approval of ADHS. Grantee shall clearly list any proposed Subgrantees and the Subgrantee’s proposed responsibilities. The Subgrantee shall incorporate by reference the terms and conditions of this Grant. Grantee shall provide ADHS with a copy of any Subgrantee entered into between Grantee and any party other than its own institutional members within thirty (30) working days after such Subgrant is signed. Payment for any services rendered or costs incurred with respect to any Subgrantee shall be the sole responsibility of Grantee.
	3. Assignment and Delegation. This Grant may not be assigned by any party without the prior written consent of the other parties. If consent to an assignment is obtained, this Grant is binding on the successors and assigns of the parties to this Grant.

## Notices

All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provisions collectively called 'Notices'), shall be in writing and shall be sent to:

|  |  |
| --- | --- |
| **Notices Directed to ADHS:** | **Notices Directed to the GRANTEE:** |

|  |  |
| --- | --- |
| Chief Procurement Officer Arizona Department of Health Services Office of Procurement150 North 18th Avenue, Suite 260Phoenix, Arizona 85007Phone: 602-364-2116 Fax: 602-542-1741E-mail: Lori.Tuell@azdhs.gov  | Completed Application Packets, Attachment C, D, E and F will be incorporated into the Grant upon award. |

With a copy to:

Executive Director

Arizona Department of Health Services

Arizona Biomedical Research Commission

250 North 18th Avenue

Phoenix, Arizona 85007

E-Mail: Biomedical@azdhs.gov

## Indemnification

* 1. To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as “Indemnitee”) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys’ fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as “Claims”) for bodily injury or personal injury (including death), or loss 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.
	2. This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

## Insurance Requirements

* 1. Contractor and subcontractors shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Contract, insurance against claims for injury to persons or damage to property arising from, or in connection with, the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
	2. The Insurance Requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that arise out of the performance of the work under this Contract by the Contractor, its agents, representatives, employees or subcontractors, and the Contractor is free to purchase additional insurance.
	3. **Minimum Scope and Limits of Insurance:** Grantee shall provide coverage with limits to liability not less than those stated below.

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

* + 1. **Commercial General Liability (CGL)** – Occurrence Form

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

General Aggregate $2,000,000

Products – Completed Operations Aggregate $1,000,000

Personal and Advertising Injury $1,000,000

Damage to Rented Premises $50,000

Each Occurrence $1,000,000

* + - 1. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.
			2. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
		1. **Workers’ Compensation and Employers' Liability**

Workers' Compensation Statutory

Employers' Liability

Each Accident $1,000,000

Disease – Each Employee $1,000,000

Disease – Policy Limit $1,000,000

* + - 1. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
			2. This requirement shall not apply to each Contractor or subcontractor that is exempt under A.R.S. § 23-901, and when such Contractor or subcontractor executes the appropriate waiver form (Sole Proprietor or Independent Contractor).
	1. **Additional Insurance Requirements**

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

* + 1. The Contractor's policies, as applicable, shall stipulate that the insurance afforded the Contractor shall be primary and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
		2. Insurance provided by the Contractor shall not limit the Contractor’s liability assumed under the indemnification provisions of this Contract.
	1. **Notice of Cancellation**

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

* 1. **Acceptability of Insurers**

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

* 1. **Verification of Coverage**

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

* + 1. All certificates and endorsements, as required by this written agreement, are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at, or prior to, commencement of work under this Contract. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
		2. All certificates required by this Contract shall be sent directly to the Department. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete copies of all insurance policies required by this Contract at any time.
	1. **Subgrantees**

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

* 1. **Approval and Modifications**

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

* 1. **Exceptions**

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

* 1. **Force Majeure**
		1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Grant if and to the extent that such party’s performance of this Grant is prevented by reason of force majeure. The term “force majeure” means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
		2. Force Majeure shall not include the following occurrences:
			1. Late delivery of equipment or materials caused by congestion at a manufacturer’s plant or elsewhere, or an oversold condition of the market;
			2. Late performance by a Subgrantee unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
			3. Inability of either the Grantee or any Subgrantee to acquire or maintain any required insurance, bonds, licenses or permits.
		3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by an Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Agreement.
		4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

## Sole Document

This Grant means the Grant, the Scope of Work, and any other attachments constitute the entire Grant between the parties with respect to the subject matter hereof. This Grant supersedes any and all prior agreements of the parties with respect to the subject matter hereof and may only be amended by the parties by written amendment.

## Audit of Records and Reports

Grantee agrees to comply with applicable financial and compliance audits described in A.R.S. § 35-181.03(B) and grant appropriation. Grantee shall provide a report of an annual audit and an external evaluation to ADHS by October 1 and annually thereafter during the term of this Grant. Under A.R.S. 35-214 and 35-215, the Grantee shall retain and shall Contractually require each Subgrantee to retain all data, books, and other records relating to the acquisition and performance of this Agreement for a period of five (5) years after completion of this Grant. All records shall be subject to inspection; and audit by the State at reasonable times. Upon request, the Grantee shall produce a legible copy of any or all such records.

## The Federal Funding Accountability and Transparency Act (FFATA or Transparency Act - P.L.109-282, as amended by section 6202(a) of P.L. 110-252), found at <https://www.fsrs.gov/>

If applicable,the Contractor/Grantee shall submit to ADHS via email the Grant Reporting Certification Form. This form and the instructions can be downloaded from the ADHS Procurement website at <http://www.azdhs.gov/operations/financial-services/procurement/index.php#ffata> and must be returned to the ADHS by the 15th of the month following that in which the award was received. The form shall be completed electronically, and submitted using the steps outlined in the Grant Reporting Certification Form Instructions to the following email address: ADHS\_Grant@azdhs.gov. All required fields must be filled including Top Employee Compensation, if applicable. Completing the Grant Reporting Certification Form is required for compliance with the Office of Management and Budget (OMB), found at <http://www.whitehouse.gov/omb/open>. Failure to timely submit the Grant Reporting Certification Form could result in the loss of funds. This requirement applies to all subcontractors/sub-awardees utilized by the Contractor/Grantee for amounts exceeding $30,000.00 during the term of the Award.

## Contract Interpretation

## Governing Law. This Agreement shall be governed by the internal substantive law of the State of Arizona, without regard for its conflicts of law’s provisions.

## Relationship of Parties. Grantee under this Grant is an independent contractor. Neither ADHS nor Grantee shall be deemed to be the employee of the other parties to the Grant.

## Severability. If any provision of the Grant or the application thereof to any circumstance shall be invalid or unenforceable to any extent, it is the intention of all parties that the remainder of the Grant and the application of such provision to other circumstances shall not be affected thereby and shall be enforced to the greatest extent permitted by law.

## Headings. The section headings are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Grant.

## Advertising, Publishing, and Promotion. Grantee shall not use, advertise or promote information for commercial benefit concerning this Grant without the prior written approval of ADHS.

## No Waiver. Either party’s failure to insist on strict performance of any term or condition of the Grant shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

## Contract Termination

## Termination for Convenience. ADHS reserves the right to terminate the Grant, in whole or in part at any time, when in the best interests of ADHS without penalty or recourse. Upon receipt of the written notice, Grantee shall stop all work, as directed in the notice, notify all Subgrantees of the effective date of the termination and minimize all further costs to ADHS. Grantee shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination.

## Termination for Default. If Grantee fails to comply with the Terms and Conditions of this Grant, ADHS may declare Grantee in default. If after written notice, Grantee fails to cure the default within ten (10) working days, This Grant may be terminated. Upon termination, ADHS may refer this matter to the attention of the Office of the Attorney General or Auditor General, or take other actions as ADHS deems appropriate.

## Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Grant within three (3) years after this Grant execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating this Grant on behalf of the State is or becomes at any time while this Grantor an extension of this Grant is in effect an employee of or a consultant to any other party to this Grant with respect to the subject matter of this Grant. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time. If the Grantee is a political subdivision of the State, it may also cancel this Grant as provided in A.R.S. § 38-511.

## Gratuities. The State may, by written notice, terminate this Grant, in whole or in part, if the State determines that employment or a Gratuity was Offered or made by the Grantee or a representative of the Grantee to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Grant, an amendment, or favorable treatment concerning the Grant, including the making of any determination or decision about performance. The State, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the Gratuity Offered by the Grantee.

## Suspension or Debarment. The State may, by written notice to the Grantee, immediately terminate this Grant if the State determines that the Grantee has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an Offer or execution of a Grant shall attest that the Grantee is not currently suspended or debarred. If Grantee becomes suspended or debarred, Grantee shall immediately notify the State.

## Arbitration

The parties to this Grant agree to resolve all disputes arising out of or relating to this grant through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. § 12-1518., except as may be required by other applicable statutes (Title 41).

## Stop Work Order

## The state may, at any time, by written order to the Grant, require the Grantee to stop all, or any part, of the work called for by this Grant for a period of ninety (90) Days after the order is delivered to the Grantee, and for any further period to which the parties may agree. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Grantee shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

## If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Grantee shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Grant price or both, and the Grant shall be amended in writing accordingly.

## Intellectual Property

The parties agree that any Intellectual Property developed by Grantee and its successor will be the property of Grantee, its member institutions, and its successor pursuant to the policies and procedures of Grantee, its member institutions, and its successor.

## Publications, Abstracts, and Presentations

Grantee and its member institutions shall be free to publish the results of any research conducted with grant funds, and shall be under no obligation to obtain permission or approval from ADHS or the State of Arizona. All data, reports, publications, abstracts, presentations, and other documents completed, as part of this Grant, other than documents exclusively for internal use by ADHS, shall acknowledge the assistance of the ADHS and shall include the following acknowledgement and disclaimer that states “Funded in part by the Arizona Biomedical Research Commission as made available through the Arizona Department of Health Services.” The disclaimer shall read “The content and findings is solely the responsibility of the authors and does not necessarily represent the official views of the Arizona Department of Health Services, Arizona Biomedical Research Commission.” ADHS shall have the right to post publications, abstracts, and other presentations completed as a result of the Project on its website and publish in its Annual Report.

## Rights in Data

ADHS may duplicate, use and disclose in any manner and for any purpose whatsoever within the limits established by state laws and rules, all information relating to this Agreement, except the confidential data and any other matters related to the development of Intellectual Property of the Grantee and its institutional members, hereunder.

## Benefit to the State

Grantee agrees that during the term of this Grant, it will maintain its principal place of business in the State of Arizona and the Grantee intends to serve the state of Arizona and its citizens. Grantee further agrees that ADHS may copy, distribute, and use any data and research material published by Grantee for non-commercial public health purposes.

## Department of Health Services Responsibilities

ADHS will review the performance Grantee to ensure that Grantee meets its obligations set forth in the grant appropriation and under this Grant. The failure of ADHS to require timely performance of any provision of this Grant shall in no way affect the right of ADHS thereafter to enforce such provision nor shall the waiver of any succeeding breach of such provision act as a waiver of the provision itself.

## Information Disclosure

The Grantee 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 Grant shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the Grant. Persons requesting such information should be referred to the State. The Grantee also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of Grantee as needed for the performance of duties under the Grant, unless otherwise agreed to in writing by the State.

## Health Insurance Portability and Accountability Act of 1996 (HIPAA) Compliance

## The Grantee warrants that it is familiar with the requirements of HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act (HITECH Act) of 2009, and accompanying regulations and will comply with all applicable HIPAA requirements in the course of this Grant. Grantee warrants that it will cooperate with the Arizona Department of Health Services (ADHS) in the course of performance of the Grant so that both ADHS and Grantee will be in compliance with HIPAA, including cooperation and coordination with the Arizona Strategic Enterprise Technology (ASET), Statewide Information Security and Privacy Office (SISPO) Chief Privacy Officer and HIPAA Coordinator and other compliance officials required by HIPAA and its regulations. Grantee will sign any documents that are reasonably necessary to keep ADHS and Grantee in compliance with HIPAA, including, but not limited to, business associate agreements.

## If requested by the ADHS Procurement Office, Grantee agrees to sign a “Pledge to Protect Confidential Information” and to abide by the statements addressing the creation, use and disclosure of confidential information, including information designated as protected health information and all other confidential or sensitive information as defined in policy. In addition, if requested, Grantee agrees to attend or participate in HIPAA training offered by ADHS or to provide written verification that the Grantee has attended or participated in job related HIPAA training that is: (1) intended to make the Grantee proficient in HIPAA for purposes of performing the services required and (2) presented by a HIPAA Privacy Officer or other person or program knowledgeable and experienced in HIPAA and who has been approved by the ASET/SISPO Chief Privacy Officer and HIPAA Coordinator.

## Offshore Performance of Work Prohibited

Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or „overhead‟ services, redundant back-up services or services that are incidental to the performance of the Grant. This provision applies to work performed by Subgrantees at all tiers.

## E-Verify Requirements

In accordance with A.R.S. § 41-4401, Grantee 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.

## Non-Discrimination

Grantee shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

##

## Lobbying Activities

Grantee shall not use funds under this Agreement to support lobbying or political activities either directly or indirectly.

## Title to and Management of Property and Equipment

## Subject to the obligations and conditions set forth in this Grant, title to real property and equipment (together hereafter referred to in this Section as “property”) acquired under this Grant in performance with the Project activities Grantee or a Subgrantee recipient will vest upon acquisition with Grantee or the Subgrantee recipient respectively.

## Subject to the provisions of this Grant and as otherwise provided by state statutes, property acquired or replaced under this Grant or a Subgrantee grant shall be used for the duration of its normally expected useful life to support the purposes of this Agreement whether or not the original projects or programs continue to be supported by state funds..

## Grantee and Subgrantee recipients may develop and use their own property management systems, which must comply with all applicable federal, state, and local laws, rules, and regulations. If an adequate system for accounting for property owned by the Grant or the Subgrantee recipient is not in place or is not used properly, the State of Arizona Accounting System Manual issued by the State Comptroller will be used as a guide for establishing such a system. The property management system used by Grantee and Subgrantee recipients must meet the requirements set forth in this Section.

## Pandemic Contractual Performance

## The State shall require a written plan that illustrates how the Grantee shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at any time prior or post award of a Grant. At a minimum, the pandemic performance plan shall include:

## Key succession and performance planning if there is a sudden significant decrease in Grantee’s workforce;

## Alternative methods to ensure there are products in the supply chain; and

## An up to date list of company contacts and organizational chart.

## In the event of a pandemic, as declared the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this Grant impossible or impracticable, the State shall have the following rights:

## After the official declaration of a pandemic, the State may temporarily void the Grant(s) in whole or specific sections, if the Grantee cannot perform to the standards agreed upon in the initial terms;

## The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director as per A.R.S. 41-2537 of the Arizona Procurement Code; and

## Once the pandemic is officially declared over and/or the Grantee can demonstrate the ability to perform, the State, at is sole discretion, may reinstate the temporarily voided Grant(s).

## The State, at any time, may request to see a copy of the written plan from the Grantee. The Grantee shall produce the written plan within seventy-two (72) hours of the request.

##

## Federal Immigration and Nationality Act

The Grantee shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the Grant. Further, the Grantee shall flow down this requirement to all Subgrantees utilized during the term of the Grant. The State shall retain the right to perform random audits of Grantee and Subgrantee records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the Grantee and/or any Subgrantee be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the Grant for default and suspension and/or debarment of the Grantee.

## Purchase Orders

The Grantee shall, in accordance with all terms and conditions of the Grant, fully perform and shall be obligated to comply with all Purchase Orders received by the Grantee prior to the expiration or termination hereof, unless otherwise directed in writing by ADHS Procurement, including, without limitation, all Purchase Orders received prior to but not fully performed and satisfied at the expiration or termination of this Grant.

## Financial Management

## For all Grants, the practices, procedures, and standards specified in and required by the Accounting and Auditing Procedures Manual for ADHS funded programs shall be used by the Grantee in the management of Grant funds and by the Department when performing a Grant audit. Funds collected by the Grantee in the form of fees, donations and/or charges for the delivery of these Grant services shall be accounted for in a separate fund.

## *Federal Funding*. Grantees receiving Federal funds under this Grant shall comply with the certified finance and compliance audit provision of the Office of Management and Budget (OMB) Circular A-133, if applicable.

## *State Funding*. Grantees receiving State funds under this Grant shall comply with the certified Compliance provisions of A.R.S. §35-181.03.

## Licenses

Grantee shall maintain, in current status, all Federal, State and local licenses and permits required for the operation of the business conducted by the Grantee.

## Data Universal Numbering System (DUNS) Requirement

Pursuant to 2 CFR 25.100 et seq., no entity (defined as a Governmental organization, which is a State, local government, or Indian tribe; foreign public entity; domestic or foreign nonprofit organization; domestic or foreign for-profit organization; or Federal agency, but only as a subrecipient under an award or subaward to a non- Federal entity) may receive a subaward from ADHS unless the entity provides its Data Universal Numbering System (DUNS) Number to ADHS.

## Contracting; Procurement; Investment; Prohibitions

## A public entity may not enter into a contract with a company to acquire or dispose of services, supplies, information technology or construction unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.

## A public entity may not adopt a procurement, investment or other policy that has the effect of inducing or requiring a person or company to boycott Israel.

# Cover Page for Letter of Intent

|  |  |
| --- | --- |
| RFGA Title: | Click here to enter text. |
| Descriptive Title of Proposed Project: | Click here to enter text. |

Principle Investigator Contact Information:

|  |  |  |
| --- | --- | --- |
| Name: |  |  Click here to enter text. |
| Address: |  | Click here to enter text. |
| City: | Click here to enter text. | State: | Click here to enter text. | Zip Code | Click here to enter text. |
| Phone: | Click here to enter text. | E-Mail Address: | Click here to enter text. |

Key Personnel Names:

|  |  |  |
| --- | --- | --- |
|  |  |   |
|  |  |  |

Participating Institutions(s) Name(s):

|  |  |  |
| --- | --- | --- |
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|  |  |  |

Choose One (1) of the following if you are eligible as a “New Investigator”.

[ ]  The applicant graduated with their terminal degree in the last ten (10) years, OR

[ ]  The applicant is mid-career but is shifting their research to a new field, OR

[ ]  The applicant is re-entering the research field after a five (5) or more year break.

Detailed explanation why you fit the designated category:

|  |
| --- |
| Click here to enter text. |

Footer: (PI NAME) Click here to enter text. , Letter of Intent Cover Page, ADHS17-00007401, Page1

# Letter of Intent

|  |  |  |  |
| --- | --- | --- | --- |
| **PI Name:** | Click here to enter text. | **Institution:**  | Click here to enter text. |

**Health Impacts on Arizonans:** Describe the impact your research has/will have on Arizona. Impact on Arizona includes diseases or health concerns that are particular to Arizona, significantly impact Arizonans, or disproportionately impact Arizonans. **[5 points]**

(Response shall be within 700 characters in length)

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**Project Description:** Describe your proposed project. **[20 points]**

(Response shall be within 3400 characters in length)

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# General Information

Information about the Applicant organization or individual and the person to contact for any questions during the review process should be clearly listed.

|  |
| --- |
| 1. **Provide the following contact information for the person who is responsible for answering questions related to this Application (Usually an individual in the institution’s grant management office):**
 |
| Name | Click here to enter text. |
| Title | Click here to enter text. |
| Mailing Address | Click here to enter text. |
| Phone Number | Click here to enter text. |
| Email Address | Click here to enter text. |
| 1. **Legal name, address, W-9 of Applicant’s Institution:**
 |
| Name | Click here to enter text. |
| Mailing Address | Click here to enter text. |
| W-9 Attached | Click here to enter text. |
| 1. **Name of Principal Investigator:**
 |
| Name | Click here to enter text. |
| Email Address | Click here to enter text. |
| Date of terminal degree or completion of medical residency | Click here to enter text. |
| 1. **Title of Project**
 |
| Title | Click here to enter text. |
| 1. **Total Fund Request for Project Budget Period (identify dollar amount per year):**
 |
| Year 1 | $Click here to enter text. |
| Year 2 | $Click here to enter text. |
| Year 3 | $Click here to enter text. |
| **Total Requested** | $Click here to enter text. |

# REVIEW PURPOSES

1. **What field would you like your grant reviewed under?** Choose an item.
	1. If “Other,” please specify:

|  |
| --- |
| Click here to enter text. |

1. **What is the specialized area of proposed research?** Click here to enter text.

|  |
| --- |
| Click here to enter text. |

1. **Does your proposed research/project include human subjects?** Choose an item.
	1. Is your use of human subjects research exempt? Choose an item.
		1. If yes, please describe:

|  |
| --- |
| Click here to enter text. |

1. **Is your research an NIH defined clinical trial?** Choose an item.
	1. If yes, please describe:

|  |
| --- |
| Click here to enter text. |

1. **Does the research involve Vertebrate Animals?** Choose an item.
	1. If yes, please attach IACUC Approval Animal Welfare Assurance Number.

|  |
| --- |
| Click here to enter text. |

# PROJECT ABSTRACT

All Applicants are required to submit an abstract of the proposed activity suitable for publication. The abstract should be informative to other persons working in the same or related fields and, insofar as possible, understandable to a scientifically or technically literate lay reader. The abstract shall not include any proprietary or sensitive business information as it may be made available to the public.

The abstract shall be within 1400 characters in length.

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# DETAILED PROJECT DESCRIPTION

The following information shall be provided as “the Project Activities (Scope of Services)” for the Arizona New Investigator Award (AZ NIA). The Detailed Project Description should not exceed a total of eight (8) pages. Pages beyond the limit will not be reviewed, excluding any cited references provided in support of the Detailed Project Description. The Project Description shall be single sided, typed using Ariel 10-point font, single spaced, and margins shall be no less than 0.9” top/bottom/right/left. The Detailed Project Description should be in sequence and organized as outlined below and related to the RFGA. Failure to include the requested information may have a negative impact on the evaluation of the Applicant’s Application. The attachment must be labeled and titled as “Detailed Project Description.”

**Project Activities (Six (6) pages)**

1. **Goals and Objectives:** List the specific aims, goals, and objectives of the proposed research and the hypothesis(es) to be tested.
2. **Background Information and Literature Review:** Include a narrative introduction to the application and provide relevant background information. Include an annotated bibliography of the relevant literature, if this information is in the biosketch, refer to the biosketch.
3. **Preliminary Work:** Provide a description of relevant preliminary work.Include a list of studies and publications related to the proposed project previously completed by the applicant.
4. **Experimental Methodology:** Outline the experimental design and procedures to be used to accomplish the specific aims, goals, and objectives of the project. Describe any new methodology and its advantage(s) over existing methodologies.
5. **Data Analysis:** Describe the means by which the data will be collected, analyzed, and interpreted. Discuss potential difficulties and limitations of the proposed techniques. Point out any procedures, situations, or materials that may be hazardous to personnel.
6. **Timeline:** Provide a chronological outline in regard to goals, objectives, methods, and data analysis. Define as clearly as possible the progression of the research plan over entire project period.
7. **Evaluation:** Discuss how Applicant will document that the research goals and objectives are met and how the applicant plans to evaluate the methods used.

**Project Resources (Two (2) pages)**

Specify the facilities/items/materials to be used for the conduct of the proposed research project by the listed categories. Indicate the performance sites and describe capacities, pertinent capabilities, relative proximity, and extent of availability to the Project. Under “Other” category, identify support services such as machine shop, electronics shop, etc., and specify the extent to which they will be available to the Project.

1. **Laboratory**
2. **Clinical**
3. **Animal**
4. **Computer**
5. **Office**
6. **Major Equipment:** List the most important equipment already available for this Project, note the location and capabilities of each.
7. **Other**

# BIOGRAPHICAL SKETCH(ES)

Attach the requested information for the key personnel (and consultants) listed in Applicant’s response to the RFGA. Begin with the Principal Investigator/Program Director. Provide this information for each person listed as key personnel or consultants.

Senior Mentor Biographical Sketch shall also be included, as applicable. NIH style biographical sketches may be utilized.

# LETTERS OF SUPPORT / MENTOR SUPPORT

Letter(s) in support of the proposed Project may be included.

Senior Mentor Letter of Support must be included for the Arizona New Investigator Award Application. The Letter of Support shall list how support will be provided, type of activities and time that will be spent in direct mentorship, as applicable.

# BUDGET INFORMATION

This information is particularly important since it will be used as a basis for negotiating the grant agreement if an organization or individual is selected. All budgeted amounts are to be rounded to the nearest dollar in each line item and budget category. The budget may be submitted an any format but must be submitted as part of the Application and must contain all information as requested below for each year and any additional information that may be relevant to the Project,

Note: Indirect costs for all institutions combined cannot exceed ten percent (10%) of the total direct cost. Direct and indirect costs combined for each year shall not exceed the up to amounts as listed in the Introduction Section.

1. Provide a separate budget for each year that you are requesting funding.
2. Provide salary costs (based on hourly rates) for the various labor categories used for the qualification proposal. For example: Principal Investigator, Co-investigator(s), Senior Associates, Sr. Scientists, Research Scientists, Post-Doctoral Associates, Other professionals (Technicians, Programmers, etc.), Graduate Students, Undergraduate Students, etc.

The salary limitation is limited to Executive Level II of the Federal Pay Scale. Principal Investigators, Key Personnel, and Technicians that are employed full-time can claim salaries.

1. Identify and provide all applicable fringe benefit rates, equipment usage fees, travel costs materials and supplies and other direct project costs that would be charged on each research project awarded.
2. Although not required, any matching or cost sharing (including in-kind donations) should be detailed.
3. Budget Narrative. Applicant shall provide a narrative explanation of, and justification for, the proposed Project budget.

# CERTIFICATIONS AND ASSURANCES

Applicant shall submit the following Certifications and Assurances:

* 1. Disclosure of Lobbying Activities;
	2. Drug Free Workplace;
	3. Debarment and Suspension;
	4. Single Audit Certification; and
	5. General Certifications and Assurances.

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| TO THE STATE OF ARIZONA:The Undersigned hereby applies and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications, any amendments in the Request and any written exceptions in the Application. |

Applicant’s Arizona Transaction (Sales) Privilege Tax License Number: Click here to enter text.

Applicant’s Federal Employer Identification Number: Click here to enter text.

Applicant’s DUNS Number: Click here to enter text.

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|  |  |  |
| Applicant’s Name |  |  |  | Name of Person Authorized to Sign Application |
|  |  |  |
| Street Address |  |  |  | Title of Authorized Person |
|  |  |  |  |  |  |
| City | State | Zip Code |  | Signature of Authorized Person | Date |
| Telephone Number: | Click here to enter text. |  | Facsimile Number: | Click here to enter text. |

E-Mail Address: Click here to enter text.

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| --- | --- | --- |
| Amendment No. & Date |  | Amendment No. & Date |
|  |  |  |
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Acknowledgement of Amendment(s):

*(Applicant acknowledged receipt of amendment(s) to the Request for Grant Application and related documents numbered and dated)*

**ACCEPTANCE OF APPLICATION AND GRANT AWARD**

*(For State of Arizona Use Only)*

Your Application is hereby accepted as described in the Notice of Award. Grantee is now bound to perform based upon the RFGA and Grantee’s Application, as accepted by the State.

Grantee is hereby cautioned not to commence any billable work or provide any material or service under this Grant until Grantee receives an executed Purchase Order, Grant release document, or written notice to proceed, if applicable.

## State of Arizona, Arizona Department of Health Services

Awarded this day of 201

 ADHS Chief Procurement Officer

# Notices, Correspondence and Payments to the Grantee shall be sent to:

(Print and complete the information below and attach to your Quote in the “Attachments Tab” in ProcureAZ)

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| **Grantee:** |  Click here to enter text. |
| **Attention:** |  Click here to enter text. |
| **Address:** |  Click here to enter text. |
| **City, State, Zip:** |  Click here to enter text. |
| **Telephone:** |  Click here to enter text. |
| **Email:** |  Click here to enter text. |

All materials submitted as part of a response to a solicitation are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recognizing there may be materials included in a solicitation response that is proprietary or a trade secret, a process is set out in A.A.C. R2-7-103 (attached) that will allow qualifying materials to be designated as confidential and excluded from disclosure. For purposes of this process the definition of “trade secret” will be the same as that set out in A.A.C. R2-7-101(52).

This form must be completed and returned with the response to the solicitation and any supporting information to assist the State in making its determination as to whether any of the materials submitted as part of the solicitation response should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

# All offerors must select one of the following:

 [ ]  My response **does not** contain proprietary or trade secret information. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

 [ ]  My response **does** contain trade secret information because it contains information that:

1. Is a formula, pattern, compilation, program, device, method, technique or process, **AND**
2. Derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; **AND**

3. Is the subject of efforts by myself or my organization that are reasonable under the circumstances to maintain its secrecy.

**Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory trade secret definition. All information that does not meet the definition of trade secret as defined by A.A.C. R2-7-101(52) will become public in accordance with A.A.C. R2-7-C317. The State reserves the right to make its own determination of Proposer’s trade secret materials through a written determination in accordance with A.A.C. R2-7-103.**

If the State agrees with the proposer’s designation of trade secret or confidentiality and the determination is challenged, the undersigned hereby agrees to cooperate and support the defense of the determination with all interested parties, including legal counsel or other necessary assistance.

By submitting this response, proposer agrees that the entire offer, including confidential, trade secret and proprietary information may be shared with an evaluation committee and technical advisors during the evaluation process. Proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State’s withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

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|   |  |   |
| Company Name |  | Signature of Person Authorized to Sign |
|   |  |   |
| Address |  | Printed Name |
|   |  |  |  |   |
| City | State | Zip |  | Title |

**R2-7-103. Confidential Information**

A. If a person wants to assert that a person's offer, specification, or protest contains a trade secret or other proprietary information, a person shall include with the submission a statement supporting this assertion. A person shall clearly designate any trade secret and other proprietary information, using the term "confidential". Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.

B. Until a final determination is made under subsection (C), an agency chief procurement officer shall not disclose information designated as confidential under subsection (A) except to those individuals deemed by an agency chief procurement officer to have a legitimate state interest.

C. Upon receipt of a submission, an agency chief procurement officer shall make one of the following written determinations:

1. The designated information is confidential and the agency chief procurement officer shall not disclose the information except to those individuals deemed by the agency chief procurement officer to have a legitimate state interest;

2. The designated information is not confidential; or

3. Additional information is required before a final confidentiality determination can be made.

D. If an agency chief procurement officer determines that information submitted is not confidential, a person who made the submission shall be notified in writing. The notice shall include a time period for requesting a review of the determination by the state procurement administrator.

E. An agency chief procurement officer may release information designated as confidential under subsection (A) if:

1. A request for review is not received by the state procurement administrator within the time period specified in the notice; or
2. The state procurement administrator, after review, makes a written determination that the designated information is not confidential.

All materials submitted as part of a response to a solicitation/contract are subject to Arizona public records law and will be disclosed if there is an appropriate public records request at the time of or after the award of the contract. Recently legislation has been enacted to prohibit the state from contracting with companies currently engaged in a boycott of Israel. To ensure compliance with A.R.S. §35-393.01 This form must be completed and returned with the response to the solicitation/contract and any supporting information to assist the State in making its determination of compliance.

As defined by A.R.S. §35-393.01:

1."Boycott" means engaging in a refusal to deal, terminating business activities or performing other actions that are intended to limit commercial relations with Israel or with persons or entities doing business in Israel or in territories controlled by Israel, if those actions are taken either:

(a) In compliance with or adherence to calls for a boycott of Israel other than those boycotts to which 50 United States Code section 4607(c) applies.

(b) In a manner that discriminates on the basis of nationality, national origin or religion and that is not based on a valid business reason.

2. "Company" means a sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, and includes a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate.

3. "Direct holdings" means all publicly traded securities of a company that are held directly by the state treasurer or a retirement system in an actively managed account or fund in which the retirement system owns all shares or interests.

4."Indirect holdings" means all securities of a company that are held in an account or fund, including a mutual fund, that is managed by one or more persons who are not employed by the state treasurer or a retirement system, if the state treasurer or retirement system owns shares or interests either:

(a) together with other investors that are not subject to this section.

(b) that are held in an index fund.

5.”Public entity" means this State, a political subdivision of this STATE or an agency, board, commission or department of this state or a political subdivision of this state.

6. ”Public fund" means the state treasurer or a retirement system.

7. "Restricted companies" means companies that boycott Israel.

8. "Retirement system" means a retirement plan or system that is established by or pursuant to title 38.

# All offerors must select one of the following:

 [ ]  My company **does not** participate in, and agrees not to participate in during the term of the contract a boycott of Israel in accordance with A.R.S. §35-393.01. I understand that my entire response will become public record in accordance with A.A.C. R2-7-C317.

 [ ]  My company **does** participate in a boycott of Israel as defined by A.R.S. §35-393.01. :

By submitting this response, proposer agrees to indemnify and hold the State, its agents and employees, harmless from any claims or causes of action relating to the State’s action based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by the State in defending such an action.

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|   |  |   |
| Company Name |  | Signature of Person Authorized to Sign |
|   |  |   |
| Address |  | Printed Name |
|   |  |  |  |   |
| City | State | Zip |  | Title |