



2012 Arizona Commerce Authority (ACA)

Tribal Economic Development Grant Program

Program Summary

January 2012



Title of Opportunity: Tribal Economic Development Grant Program

State Agency Name: Arizona Commerce Authority

Dates: Completed proposals must be submitted **no later than 4:00 PM, March 2nd, 2012.**

Additional overview information: The Tribal Economic Development Grant Program supports tribal communities with active economic development programs. This competitive grant is offered to **tribal entities** and **non-profits assisting tribal economic development** efforts with an emphasis on creating successful economic strategies to attract, grow and develop business enabling job creation. Successful Proposals will be aligned with these Program goals and will describe Projects that involve innovative and cost effective methods of achieving them. The grant will utilize a competitive Proposal process, with each Proposal comprehensively analyzed by a scoring committee.



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PART I.

AWARD INFORMATION

A. *Award Period of Performance*

The period of performance for grants under this Program is 12 months.

B. *Available Funding*

The total amount of funds available for distribution under the **Tribal Economic Development Grant Program** will be \$250,000.

C. *Project Examples*

The following is a list of possible Projects. This list is not all inclusive of possible projects.

- Incubators
- Business Accelerators
- Commercial Job Creation Projects
- Infrastructure Studies
- Marketing Analyses
- Needs Assessment
- Computer Hardware/Software
- Industrial Park Planning
- Website Design
- Strategy Planning
- Labor Force Surveys
- Transportation Studies
- Prospecting Trips



PART II.

ELIGIBILITY INFORMATION

A. Eligible Applicants

The Program is open to any Arizona tribal community or Non-Profit organization working with a tribal entity or entities.

Each applicant submitting a Proposal "Applicant" may submit only one Proposal.

B. Cost Sharing

There is no required cost sharing, matching, or cost participation for the **Tribal Economic Development Grant Program**; however, financial participation and leveraging of other financial resources and/or in-kind contributions are strongly encouraged and may impact scoring of Proposals.

C. Restrictions

Please see Part III.C. for Management & Administration (M&A) limits and allowable/unallowable costs guidance.



PART III.

PROPOSAL SUBMISSION INFORMATION

A. Content and Form of Proposal

1. Proposal. The Proposal should not exceed five pages, plus attachments where permitted under the guidelines below, and must include the following required components:

- Executive summary of the Project outlined in the proposal, including the applicants name and contact information, the Project name and a brief, one page description
- Qualifications of Applicant's management team to include consultants and/or organizations providing a service for a fee. (not to exceed 1 page narrative + resumes of key management, staff, and partners)
- Expectations and Applications to include performance measures and six month milestones (not to exceed 1 page)
- Project timeline with identifiable milestones (not to exceed 1 page)
- Project budget narrative and detail (not to exceed 1 page)

B. Submission Dates and Times

The Program will be advertised on the ACA's website from 1/20/2012 to 3/1/2012. Completed Proposals must be received by the ACA **no later than 4:00 PM, March 2nd, 2012**. Proposals will be received by the ACA either via E-mail (by the designated ACA contact person named herein) or at the ACA offices at 333 North Central Avenue, Phoenix, Arizona 85004. It is the Applicant's responsibility to ensure that the Proposal is received by the ACA by the date and time above; delivery problems with Proposals- such as not but limited to E-mail that is undelivered due to mailbox constraints or lost physical mail - do not excuse lateness.



C. Funding Restrictions

1. **Management and Administrative (M&A) Costs.** Reasonable project management costs are allowable up to 5% of the total grant amount but indirect or general overhead costs are not.
2. **Allowable Costs.** Specific types of costs are to be grouped into the following six budget categories:
 - **Personnel Cost**
 - **Professional and Outside Services**
 - **Operating Expenses**
 - **Capital Outlay (Including Equipment and Supplies)**
 - **Other**
3. **Unallowable Costs.** The Program is prohibited from using funds for, among other things, the following:
 - **Paying down past debt**
 - **Municipal impact fees and sales tax**
 - **Maintenance of systems, equipment, or facilities**



PART IV.

PROPOSAL REVIEW INFORMATION

A. Review Criteria for Tribal Economic Development Grant Program

This section summarizes the core process and priorities used to assess Proposals submitted under the **Tribal Economic Development Grant Program**. The grant will look to fund those Applicants whose Proposals are determined in writing to be the best value to the ACA based upon the evaluation criteria listed below in relative order of importance:

1. Local Capacity Building
2. Capital Investment
3. Sustainability of the Program/Project
4. Cost Effectiveness
5. Leveraged Dollars
8. Management and Administrative Capacity
9. Past Performance

B. Review Process

All Proposals will first be reviewed by ACA staff for completeness. In ACA's sole and absolute discretion. ACA may work with Applicants to resolve omissions before the Proposal moves further through the review process. Each Proposal will then be reviewed by ACA to analyze each Proposal to ensure that they align with the purposes outlined in this Program Summary.

C. Anticipated Announcement and Award Dates

ACA will evaluate and act on Proposals in a timely fashion and will make a funding decision within six weeks of receipt with the goal of having all funding allocated on or before March 16th, 2012.



PART V.

AWARD ADMINISTRATION INFORMATION

A. NOTICE of AWARD

Upon selection of the Proposal, an award letter/agreement ("Grant Agreement") will be forwarded to the successful Applicant ("Grantee"). This Grant agreement must then be signed and returned to ACA.

B. TERM OF AGREEMENT/ EFFECTIVE DATE

The period of performance of this grant is 12 months.

C. CONTRACT TYPE

Cost Reimbursement Grant.

D. PROGRAMMATIC AND FINANCIAL REPORTS; OUTCOMES TRACKING

- i. The Grantee shall provide a monthly program activity report to ACA that provides updates on milestones and performance measures outlined in the original Proposal. This report is due to ACA by the 15th of each month for the previous month. The Grantee shall use the forms provided by the Grantor (ACA) to submit monthly program activity reports. The report shall contain such information as deemed necessary by the ACA. The forms will be sent to the Grantee upon receipt of the signed Agreement. Based on program activity reports, as well as any independent investigation ACA may elect to undertake. ACA will track Program outcomes relative to Program goals. Proposal criteria and the outcomes outlined in Proposals.

E. FINANCIAL REIMBURSEMENT

- i. The grantee 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 bi-weekly and no less than quarterly for those items submitted and approved in the budget inclusively. Draw down schedules will be provided upon award. Grantee 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. ACA will conduct a six month performance evaluation against



identified milestones to determine whether or not continued financial support for the Project is warranted. All expenses must be liquidated prior to the final reimbursement request. Request for reimbursement received later than forty-five (45) days after the contract termination will not be paid.

- ii. Notwithstanding any other payment provision to this contract, failure of the Grantee to submit required reports when due, or failure to perform or deliver required work, supplies or services, will result in withholding of payment under the agreement unless such failure arises due to causes beyond the control and without the fault of negligence of the Grantee.

F. MANNER OF FINANCING

- i. Payment made by the Grantor to the Grantee will be on a reimbursement basis only and is conditioned upon receipt of applicable, accurate and complete reimbursement documents to be submitted by the Grantee. Final payment will be contingent upon receipt of all fiscal and programmatic reports required of the Grantee under this Agreement.
- ii. Requested reimbursement must be submitted in an all-inclusive basis.
- iii. Travel expenses shall be at State rates (see website www.gao.az.gov/travel/default.asp for rates) and reimbursable at cost.

G. FUND MANAGEMENT

- i. The Grantee must maintain funds received under this contract in separate ledger accounts and cannot mix these funds with other sources.
- ii. The Grantee must maintain adequate business systems. The business systems that must be maintained are:

Financial Management

Procurement

Personnel

Property

Travel



- iii. A system is adequate if it is: 1) written; 2) consistently followed - it applies in all similar circumstances; and 3) consistently applied – it applies to all sources of funds. The ACA reserves the right to review all business systems policies.

H. FISCAL RESPONSIBILITY

- i. It is understood and agreed that the total amount of the funds used under this Agreement shall be used for the project(s) outlined in the Proposal. Therefore, should the Project not be completed, be partially completed, or be completed at a lower cost than the original budget called for, the amount reimbursed to the Grantee shall be for only the amount of dollars actually spent by the Grantee. For any funds received under this Agreement for which expenditure is disallowed by an audit exception by the State, the Grantee shall reimburse said funds directly to the Grantor immediately, but not later than fifteen (15) business days, exclusive of state holidays.



PART VI.

GRANT TERMS AND CONDITIONS

A. GRANTEE'S OBLIGATION REGARDING CONFIDENTIALITY

Due to the sensitive nature of the information maintained by ACA, the grantee acknowledges that all information disclosed to it concerning the ACA'S operations during performance of this Grant shall not be disclosed to third parties without ACA'S prior written consent. All proprietary information and all copies thereof shall be returned to ACA upon completion of the work for which it was obtained or developed.

B. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be construed as a waiver or relinquishment for the further performance of such provision.

C. DUNS/CCR

The Grantee is required to provide a Dun and Bradstreet Data Universal Numbering System (DUNS) number for the fiscal agent; and proof of current registration in the Central Contractor Registration (CCR) database.

D. NOTIFICATION REGARDING CHANGES

The Grantee shall notify ACA in writing, with immediate notice, of any changes in their Proposal that will directly affect service delivery under the terms of the Grant Agreement.

No changes shall be implemented without the prior written approval of a formal contract amendment issued by ACA.

E. KEY PERSONNEL

It is essential that the Grantee provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Grantee must assign specific individuals to the key programmatic and fiscal positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of ACA. The fiscal person is



considered a key person for this grant.

F. RECORDS

At any time during the term of this contract, and at any time within five (5) years after the closing of the federal grant, the Grantee's or any subcontractor's books and records shall be subject to an audit by the State, to the extent that the books and records relate to the performance of the contract or subcontract. 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.

G. AUDIT TRAILS

Grantee shall maintain proper audit trails for all reports related to this contract. The ACA reserves the right to review all program records.

H. ASSIGNMENT AND DELEGATION

Grantee may not assign any rights hereunder without the express, prior written consent of both parties.

I. AMENDMENTS

Any change in the contract, including material changes to the Grant Agreement including the Grantee's Proposal referenced therein, must be accomplished by a written agreement amendment signed and approved by and between the duly authorized representatives of the Grantee and ACA. ACA may approve or reject any amendment, at its discretion. Grantee 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.

J. SUBCONTRACTORS

The Grantee agrees and understands that no subcontract which the Grantee enters into with respect to performance under this contract shall in any way relieve the Grantee of any responsibility for performance of its duties. It is highly recommended by ACA that a Memorandum of Understanding or some other type of contract is in place between the Grantee and a Subcontractor for services to be performed, and in which a payment amount has been negotiated and approved, so as to avoid any misunderstanding between both parties.



K. CANCELLATION

- i. ACA reserves the right to cancel the whole or any part of the contract due to failure of the Grantee to carry out any term, promise, or condition of the contract. ACA will issue a written ten (10) day notice of default to the Grantee for acting or failing to act as in any of the following:
- ii. The Grantee provides personnel that do not meet the requirements of the agreement.
- iii. The Grantee fails to perform adequately the services required in the agreement.
- iv. The Grantee submits deliverables required under the Grant Agreement that are of an unacceptable quality.
- v. The Grantee fails to furnish the required product within the time stipulated in the agreement.
- vi. The Grantee fails to make satisfactory progress in meeting the requirements of the agreement and/or gives ACA a positive indication that the Grantee will not, or cannot meet the requirements of the agreement.
- vii. If the Grantee does not correct the above problem(s) within ten (10) days after receiving the notice of default, ACA may cancel the Grant Agreement. If ACA cancels the Grant Agreement pursuant to this clause, the State reserves all rights or claims to damage for breach of Grant Agreement.

L. CANCELLATION FOR CONFLICT OF INTEREST

ACA may, by written notice to the Grantee, immediately cancel the Grant without penalty or further obligation pursuant to A.R.S. §38-511 if any person significantly involved in initiating, negotiating, securing, drafting or creating of the Grant Agreement on behalf of ACA is an employee or agent of any other party in any capacity or a consultant to any other parties to the Grant Agreement with respect to the subject matter of the Agreement. Such cancellation shall be effective when the parties to the Agreement receive written notice from ACA, unless the notice specifies a later time.

M. FORCE MAJEURE

If either party hereto is delayed or prevented from the performance of any act required in this Agreement by reason of acts of God, strikes, lockouts, labor disputes, civil disorder, or other causes without fault and beyond the control of the party obligated, performance of or payment for such act will be excused for the period of the delay.



N. OWNERSHIP OF INFORMATION

ACA reserves the right to review and approve any publications funded or partially funded through this contract.

O. PRINTED MATERIAL

It is agreed that any report or printed matter completed as a part of this Agreement is a work for hire and shall not be copyrighted by the Grantee. Any publicly printed material under this Agreement shall state "This project was supported by the Arizona Commerce Authority."

P. PARTIAL INVALIDITY

Any term or provision of this Agreement that is hereafter declared contrary to any current or future law, order, regulation or rule, or which is otherwise invalid, shall be deemed stricken from this Agreement without impairing the validity of the remainder of this Agreement.

Q. GOVERNING LAW

This Agreement shall be governed and interpreted by the laws of the State of Arizona. The venue for any proceedings, actions, or suits arising from this Agreement shall be in Maricopa County, Arizona.

R. INDEMNIFICATION CLAUSE

Grantee shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees 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) for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees or subcontractor.

S. 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.



T. SUSPENSION OR DEBARMENT STATUS

If the firm, business or person submitting this bid or offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, state or local government, the applicant must include a letter with its Proposal setting forth the name and address of the governmental unit, the effective date of the suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. Failure to supply the letter or to disclose in the letter all pertinent information regarding a suspension or debarment shall result in rejection of the bid or offer or cancellation of a contract. ACA also may exercise any other remedy available by law.

U. AUTHORITY to EXECUTE this AGREEMENT

Each individual executing the Grant Agreement on behalf of the Grantee represents and warrants that he or she is duly authorized to execute the Grant Agreement.

V. E-VERIFY

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 A.C.C. Section A.R.S. §23-214, Subsection A.

ACA Contact:

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