

Arizona Department of Veterans' Services

Veterans' Donations Fund A.R.S. § 41-608 Proposal for VDF Grant – \$4,999.99 or Less



VDF 2023-2024 Grant Year (FY24)

APPLICANTS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

- It is recommended that VDF Proposals be submitted via email to vdf@azdvs.gov or fax to (602) 297-6687.
- All Awards are subject to availability of VDF Money.
- Notification of the Department's decision will be made within 30 days upon receipt of the completed proposal

VDF Grant Program Manager:

Natascha Orduno
602-402-1282 or 602-255-3373
Email: vdf@azdvs.gov

Arizona Department of Veterans' Services
3839 North 3rd Street Suite 209
Phoenix, AZ 85012

Applicant's Responsibilities

- It is and shall remain the responsibility of the VDF Grant Proposal applicant and proposed grantee to check the ADVS website for any amendments to this solicitation:
<https://dvs.az.gov/donation-fund>
- Respond to all contractual solicitation requirements on pages 5-9.
- Attach and wholly incorporate additional sheets as necessary to complete Grantee's VDF-RFGP.
- Identify all attachments to the VDF Grant Proposal and identify each particular VDF-RFGP requirement responded to in attachments.
- Complete and submit all of the following:
 - ✓ Attachment One – Certification and Authorization
 - ✓ Attachment Two – Organization Information
 - ✓ Attachment Three – Statement of Service – Event/Program/Project \$4,999.99 or Less
 - ✓ Attachment Four – Budget Worksheet (template available, as needed for use by Grantee)

General Instructions to VDF Applicants

1. Changes to, alterations of, or failure to complete this VDF-RFGP format, including Attachments One, Two and Three, when submitted as Grantee's VDF Grant Proposal in response to this solicitation may be grounds for the State to decline to accept the proposal or to decline to award any grant there under.
2. Failure to submit a detailed budget of requested funding constitutes an incomplete VDF RFGP.
3. No proposal for \$5,000.00 or more shall be divided into separate proposals for less than \$4,999.99 to bypass solicitation requirements.
4. Proposal submission requirements can be found on Pages 7-9.
5. Delivery of a VDF Grant Proposal alone does not mean completion, acceptance, or approval of the proposal.
6. The Department may require:
 - Written and/or oral clarification of the VDF Grant Proposal submitted by or for the proposed grantee; and
 - Information in addition to that submitted in or with Grantee's VDF Grant Proposal.
7. The name of each VDF Grant Proposal applicant and grantee will be publicly available.
8. Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the VDF grant program manager identified herein.
9. Contact (602) 234-8413 for assistance in downloading the documents from the ADVS website.

Definitions

For the purposes of this solicitation:

ADVS – Arizona Department of Veterans' Services

Applicant –the agency/organization who submits a proposal under this solicitation

Arizona competitive grant process – See A.R.S. § 41-2701 *et seq*

A.R.S – Arizona Revised Statutes

Department – ADVS

Director –the Director of ADVS

Event – Veteran service plan proposed in a submitted written VDF Grant Proposal, the performance of which is completed on the day or over a few days of performance (generally, 3 to 7 days) during the VDF Grant Year in which the VDF Grant is made by the Department

Grant – furnishing of financial or other assistance, including state funds or federal grant funds, by any state governmental unit to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life. A.R.S. § 41-2503(23) and 41-2701(1)

Grantee – any person who submits, or for whom is submitted, a written proposal which is accepted and, upon due review, consideration and determination of the VDF-RFGP by the Department, is subsequently awarded a VDF money grant by the Department based on the proposal

Grantor – ADVS

Line Item – each service or product that is to be paid for or purchased with the Grant monies and is identified and listed on a separate line

Person – any corporation, business, individual, committee, club or other organization or group of individuals. See A.R.S. § 41-2503(30) and §41-2701(2).

Program/Project – a Veteran service plan proposed in a submitted written VDF Grant Proposal, the performance of which is performed and completed during the VDF Grant Year in which the VDF Grant is made by the Department or beyond such VDF Grant Year.

RFGP – request for grant proposal

State – the State of Arizona

SOS – statement of service

VDF – Veterans' Donations Fund established under A.R.S. § 41-608

VDF Grant – grant of available VDF money only

VDF Grant Process – the Arizona competitive grant process applied to A.R.S. § 41-608

VDF Grant Proposal – Grantee's written proposal submitted in response to this solicitation that is accepted by the Department for the Department's consideration under the VDF-RFGP

VDF Grant Authority

- Authority:** VDF monies, “may be used for the benefit of [Arizona Veterans]” under the Department’s administration (A.R.S. § 41-608), subject to the Arizona competitive grant process (A.R.S. § 41-2701 *et seq.*).
- Objective:** The Department intends to grant appropriated VDF money, as may be available for award through the Department’s VDF Grant Process during the given VDF grant year, for service events, programs, and projects throughout Arizona that benefit Arizona Veterans and specifically support and are compatible with the Department’s objectives determined by the Director.
- Policy:** The Department seeks to engage the community and veteran service organizations in the Department’s efforts to inform Arizona’s nearly 600,000 Veterans about veterans’ benefits and lawfully assist them in their claims for the benefits. VDF monies available during the given VDF grant year may be used for service events, programs, and projects that the Department finds will benefit Arizona’s Veterans, and which specifically support and are compatible with Department objectives determined by the Director.
- Procedure:** During the given VDF grant year, VDF-Grant Proposal applicants may propose and the Department may grant, through the VDF Grant Process, appropriated VDF monies that are available for service events, programs, and projects that benefit Arizona’s Veterans and which specifically support and are compatible with Department objectives determined by the Director. VDF grants of less than \$5,000.00 will be competitively awarded as much as practicable.
- VDF Grants:** Any grant of VDF money for this VDF-RFGP will be awarded under Applicant’s written VDF Grant Proposal, as and when such is accepted and awarded by the Department, which shall then become an enforceable VDF grant service contract by and between the State of Arizona and the Grantee. All VDF Grant Awards are subject to the availability of VDF money for the grant year.

VDF Grant Instructions

1. **Arizona Department of Veterans' Services**

ADVS' mission is to enrich and honor Arizona's veterans and their families through education, advocacy and service, subject to A.R.S. § 41-603(B). One of many ways ADVS looks to accomplish our mission is in cooperation and coordination between ADVS, the Veteran community, and veteran service organizations through the VDF Grant Process.

2. **Funding Source for VDF Grants**

A. A.R.S. § 41-608 establishes the Veterans' Donations Fund (VDF) and charges the Arizona Department of Veterans' Services with its administration. The VDF is limited to donations for Veterans and proceeds from the sale of certain Arizona license plates that are received by the Department. The standard within § 41-608 is that VDF money may be used for the benefit of Arizona Veterans.

B. Once received, all VDF monies become State funds and thus subject to applicable Arizona law. The grant of any VDF money by the Department is subject to the § 41-608 use standard and the Arizona competitive grant process under A.R.S. § 41-2701 *et seq.*

C. The Department receives, reviews, and duly considers written proposals for VDF money grants from many applicants who propose various veteran service events, programs, and projects. As VDF money is limited in amount and use and the Department is charged to provide Veteran services, among which is VDF administration, the Department is necessarily selective in its procedure to determine how VDF money may be granted and used to benefit Arizona Veterans.

3. **Money Available for VDF Grants**

A. The total VDF money available for VDF money grants will not exceed the amount appropriated under A.R.S. § 41-608. The State of Arizona, ADVS and the Director, individually and jointly, are not expressly and impliedly authorized and obligated to disburse, expend or obligate other funds or monies for any VDF grant and any VDF grant purpose and use.

B. The Director, or his or her designee expressly designated in writing signed and dated by the Director, determines:

(1) The term of any VDF grant year or other period;

(2) The total amount of appropriated VDF money available for grant during the given VDF grant year or other period; and

(3) The amount, if any, of available VDF grant money to be awarded to each VDF proposal duly reviewed and considered during the given VDF grant year or other period.

C. The State of Arizona, ADVS and the Director, individually and jointly, are not expressly and impliedly obligated to award the VDF grant money so made available for the given VDF grant year or other period. VDF grant monies available for a given VDF grant year or other period that are not awarded during that time are not obligated for award in subsequent VDF grant years or other periods.

D. Proposed competitive VDF grants of \$5,000.00 or more will be separately issued and reviewed and considered by ADVS for award one time during the given VDF Grant Year. Proposed VDF grants for \$4,999.99 or less may be awarded at any time during the VDF Grant Year. A.R.S. § 41-2706(B)(9) provides that the Arizona competitive grant process under A.R.S. § 41-2701 *et seq.* does not apply to VDF grants of less than five thousand dollars if the Department adopts rules or policies governing these grants that encourage as much competition as practicable.

4. **Eligibility for VDF Grants**

Grantee must be a 501(c) charitable organization. Preferable to ADVS, Grantee has a primary mission of providing benefits to Arizona's veterans and Applicant supports, and is compatible with, ADVS' objectives determined by the Director.

5. **Notice of Award or Notice of Declination of Award to VDF-REGP Grantee**

A. The Director, or designee, will notify the Applicant of the Department's decision to either award or decline all or part of Grantee's VDF proposal.

B. Notice of the Department's decision to Grantee will be made by letter to Grantee at Grantee's street address and by e-mail to Grantee's e-mail address provided in Grantee's written proposal. Notice will be as prescribed herein.

C. Should the Grantee disagree in whole or in part with the Department's decision in this matter, Grantee may submit a written request for reconsideration to the Director. Such writing must be submitted to and received by the Director not later than the Department's close of business on the fourteenth business day after the date

VDF Grant Instructions, continued

of notice, and must provide reasons which support the request for reconsideration. The Director shall have not less than 14 business days to reply to Grantee's request for reconsideration. Such reply shall constitute the Director's final decision in the matter.

D. The Grantee may appeal the Director's final decision under A.R.S. § 41-2704.

6. **VDF-RFGP Preparation and Submission Instructions and Requirements**

A. VDF-RFGP Proposal Submittal

- (1) Proposal Submission: Grantee's proposal shall be submitted via e-mail to vdv@azdvs.gov or faxed to (602) 297-6687.
- (2) Failure to include the requested information may have a negative impact on the evaluation of the proposal.

B. Evaluation

- (1) The proposal has three (3) attachments to be completed and submitted by the Grantee for evaluation.
 - Attachment One – Certification and Authorization
 - Attachment Two – Organization Information
 - Attachment Three – Statement of Service (SOS) of Event/Program/Project
 - This attachment identifies substantive and verifiable information about the proposed service event, program, or project. The SOS must provide a clear and concise description of Grantee's proposed service of event, program, or project including how performance and completion of the proposed service event, program or project, in compliance with the VDF Grant, would benefit Arizona Veterans, and how it would specifically support and be compatible with Department objectives determined by the Director. Grantee's SOS shall include, at a minimum, the information requested in Attachment Three. Please provide the information in the order presented in Attachment Three.
 - Attachment Four – Budget Worksheet (template provided for use as needed by Grantee)
 - This worksheet is being provided to Grantee for use. Spreadsheets of a similar format by Grantee will also be accepted. Budget worksheets submitted should show line-item breakdown of all revenue and expenses for which organization is applying for VDF grant.
 - VDF Grant request revenue over expenses should equal zero.
 - Administrative costs requested may not exceed 12.5% of total VDF grant request.
- (2) VDF proposals submitted and accepted accordingly will be reviewed and considered according to the VDF grant process and grant requirements under A.R.S. § 41-2702. Grantee's completed Attachment Three, as submitted and received, will be used as the basis to evaluate Grantee's proposal and determine: (i) whether or not the proposed event, program, or project meets the minimum requirements for grant award and (ii) award all, part, or none of the grant amount proposed.

C. Multiple Awards

In order that any ensuing VDF grant will allow ADVS to fulfill its objectives determined by the Director, ADVS reserves the right to award available VDF grant money to multiple grantees during any given VDF grant year.

D. Costs of Grant Proposals

The State and ADVS as Grantor will not pay or reimburse for the costs of preparing and submitting any VDF grant proposal. Applicant is responsible for all such costs.

VDF Grant Contract Terms and Conditions and Scope of Work

1. Contract Terms and Conditions

- A. **Contract Amendments:** Any change in this VDF Grant (the Contract), including its Scope of Work, shall only be accomplished by a formal, written Contract Amendment, signed and dated by ADVS. Any such amendment shall be within the scope of the Contract and shall specify the change; any increase or decrease in Contract amount and the effective date of the change. The VDF 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 to the Contract.
- B. **Term of Contract:** The term of the Contract shall commence upon signature of Award of Grant and shall continue for one (1) year, unless sooner terminated as provided below.
- C. **Termination:** Notwithstanding anything contained in section B to the contrary, this Contract may be terminated as follows:
(1) Mutual Contract. By mutual written agreement of the parties at any time.
(2) Without Cause. By either party, upon not less than (30) days prior written notice to the other party.
(3) Pursuant to subsection I, Availability of Funds for the Next State Fiscal Year or subsection J, Availability of Funds for the Current State Fiscal Year.
- D. **Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, ADVS may cancel the Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of ADVS is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to the Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Grantee receives written notice of the cancellation unless the notice specifies a later time.
- E. **Arbitration.** The parties to the Contract agree to resolve all disputes arising out of or relating to the Contract 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 (A.R.S. Title 41).
- F. **Compliance with Applicable Laws.** The materials and services supplied under the Contract shall comply with all applicable Federal, state and local laws, and the Grantee shall maintain all applicable licenses and permit requirements.
- G. **Non-Discrimination.** The 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.
- H. **Suspension or Debarment Status.** An Applicant who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall be rejected. If any such preclusion from participation from any public procurement activity is currently pending, the Applicant shall fully explain the circumstances relating to the pending preclusion in the application. The Applicant shall include a letter with the application setting forth the name and address of the governmental unit considering the preclusion from procurement, the possible effective date and duration of the suspension or debarment, and the relevant circumstances relating to the pending suspension or debarment.
- I. **Availability of Funds for the Next State Fiscal Year.** Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of ADVS for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.
- J. **Availability of Funds for the Current State Fiscal Year.** Should the legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, ADVS may take any of the following actions:
(1) Accept a decrease in grant amount offered by the Grantee;
(2) Cancel the Contract; or
(3) Cancel the Contract and re-solicit the VDF-RFGP.
- K. **Audit.** Pursuant to A.R.S. § 35-214, all Grantee's books, accounts, reports, files and other records relating to performance and completion of the Contract shall be subject at all reasonable times to inspection and audit by the State and/or ADVS and, where applicable, the Federal Government, at any time during performance of the Contract and five (5) years after completion of the Contract. Grantee shall retain all such books, accounts, reports, files and other records for five (5) years after completion of the Contract. Should the Grantee not desire to retain the audit documentation in its entirety for a period of five (5) years from the date of the audit report, they shall be given to the Arizona Auditor General for safekeeping.
- L. **Accounting Requirements.** All Grantee's books, accounts, reports, files and other records relating to performance and completion of the Contract shall be prepared and maintained in accordance with Generally

VDF Grant Contract Terms and Conditions and Scope of Work, continued

Accepted Accounting Principles. Grantee's Contract financial records shall accurately record and track all expenditures of VDF grant money to the Contract.

- M. **Advertisement Restrictions.** Applicants will provide a copy of all printed or broadcast media or any other materials developed using funds awarded under this VDF Grant to ADVS for approval. Media and/or printed materials will adhere to the required wording as follows: *"Funded in part by the Arizona Department of Veterans Services as made available through the Arizona Veterans' Donations Fund."* The ADVS logo should be included on printed materials.
- N. **Indemnification.** Grantee shall indemnify, defend, save and hold harmless ADVS, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee 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 Grantee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Grantee from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Grantee agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Grantee for the State of Arizona. *This indemnity shall not apply if the Grantee or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- O. **Federal Immigration Laws, Compliance by State Grantees.** By entering into the Contract, the Grantee warrants compliance with Federal Immigration and Nationality Act (FINA) and all other federal immigration laws and regulations related to the immigration status of its employees. The Grantee shall obtain statements from its subcontractors certifying compliance and shall furnish statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Grantee and its subcontractors shall also maintain Employment Eligibility Verifications forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download from the U.S. Citizenship and Immigration Services Website.
- P. **Compliance.** ADVS may request verification of compliance with the VDF Grant in any form and by any manner from any Grantee or subcontractor performing work under the Contract. The Grantee or subcontractor so requested shall provide such requested verification or verifications of compliance to ADVS. Should ADVS suspect or find that the Grantee or any of its subcontractors are not in compliance, ADVS may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Grantee. All costs necessary to verify compliance are the responsibility of the Grantee.
- Q. **Bond.** ADVS as grantor may require Grantee to post a bond, satisfactory to ADVS, for performance and completion of the VDF Grant.
- R. **Disbursement of VDF Grant Money.** ADVS will disburse all available VDF grant money awarded under this Contract in the form of check made payable to the Grantee named herein only.
- S. **Incremental Disbursements.** ADVS, at its discretion as Grantor, may at any time during the term of this Contract disburse available VDF grant money awarded in increments to be established by ADVS. ADVS may require from Grantee proof of performance and completion, satisfactory to ADVS, of increment requirements established by ADVS prior to disbursement or further disbursement of VDF grant money.
2. **Scope of Work**
- A. **Statement of Service.** Grantee must submit a written Statement of Service (SOS) (*see Attachment Three*). The SOS is a necessary and integral part of the Contract. Grantee's SOS must tell ADVS:
- (1) How the proposed event, program, or project will benefit Arizona Veterans and specifically support and are compatible with ADVS' objectives determined by the Director; and
 - (2) What Grantee intends to do with the grant money.
- B. **Budget.** The VDF Grant Proposal must include a written budget for use and expenditure of the grant funds. The budget must identify:
- (1) Line Items;

VDF Grant Contract Terms and Conditions and Scope of Work, continued

- (2) Amount expected to be expended for each Line Item;
- (3) Expected date or dates of expenditures for each Line Item; and
- (4) Expected completion date of each Line Item.

C. Deliverables.

Grantee shall deliver the following to the Department.

- (1) Prior to starting the project/program/event, the names and phone numbers of Grantee's organization staff who will perform and complete the event or project.
 - (2) Results of the event, program, or project to include quantitative and other details on achievement of the event, program, or project purpose and digital photos, social media, broadcast or other electronic media examples of results.
 - (3) Within 90 days of completion of the project/program/event, a written report of expenditures to include:
 - Cost statement, which must show and compare actual expenditures to expenditures projected in the budget submitted with Grantee's proposal using a form provided by ADVS; and
 - Explanation for differences between projected and actual Line Item expenditure amounts.
 - (4) Grantee must provide or be ready and able to show to ADVS all original written receipts or other written and verifiable proofs of grant money expenditures that are acceptable to ADVS.
 - (5) Grantee must return to ADVS all VDF Grant money awarded that is not expended for the event, program, or project purpose.
- D. **Contract Completion.** Completion of the Contract shall be determined by the entirety of the Contract.