



Yavapai County

Workforce Development Board

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

Date	March 6, 2025
Pre-Offer Conference and Time	None
Pre-Offer Conference Location	None
Due Date and Time	April 2, 2025 at 1:30 PM MST (local time)
Opening Location and Time	Public opening of the electronic proposals received will be held virtually immediately following the deadline. Participants may use the following details to join: Meeting ID: meet.google.com/zos-oqog-zrc Join by phone: (US)+1 321-420-4829 PIN: 828 552 826# Proposals received by the correct time and date shall be opened and the name of each Offeror will be publicly read. All other information contained in the Proposal shall remain confidential until award is made.

In accordance with the Yavapai County Procurement Policy, pursuant to A.R.S. § 41-2534, competitive sealed Proposals for the materials or services specified, will be received by the County, on behalf of the Yavapai County Workforce Development Board (YCWDB), until the date and time cited. Proposals in response to this solicitation shall be submitted and received on or before the due date and time indicated above. All proposals must be written legibly in ink or typewritten. Additional instructions are provided herein for preparing a Proposal. **LATE PROPOSALS SHALL NOT BE CONSIDERED. No extension or grace period will be given for delays or incomplete proposals caused by internet connectivity problems, file uploading difficulties, or misunderstanding of the requirements or procedures for online submission. It is the responsibility of the Offeror to routinely check for Solicitation Amendments. Additional instructions for preparing a proposal are provided herein.**

One (1) electronic proposal is required. The electronic proposal must be submitted within the Bonfire portal at <https://sunnypathassoc.bonfirehub.com/opportunities> by the time cited above. **Failure to submit the electronic proposal through the Bonfire portal shall be considered non-responsive.**

The County shall not be responsible for the pre-opening of, post-opening of, or failure to open a Proposal that is not properly submitted, properly marked and/or sent to the wrong address. The County reserves the right to reject any or all proposals and to accept the proposal deemed to be in the best interest of the County and/or YCWDB.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

PROCUREMENT OFFICER:

Corey Christians

Corey Christians
Director, Yavapai County (YC)

/s/ *Jamye Rush*, Clerk of the Board of Supervisors

4TC.Pub. March 6, 7, 9 & 11, 2025

2TI.Pub. March 8 & 11, 2025

All inquiries related to this RFP shall be in writing and submitted via the "Vendor Discussions" tab within the Bonfire portal no later than 3:00 PM on March 24, 2025.

**All amendments and related solicitation documentation may be found on the County's website:
yavapai.gov/bids**



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Documents Referenced and Definitions

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A. DOCUMENTS REFERENCED

Below are documents and citations referenced within this solicitation that are available at the following websites:

Arizona Revised Statutes (A.R.S.)

www.azleg.state.az.us/ArizonaRevisedStatutes.asp

The State of Arizona Procurement Code outlined in the Arizona Administrative Code

https://apps.azsos.gov/public_services/Title_02/2-07.pdf

Code of Federal Regulations, Parts 200, 2900

<https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200>

<https://www.ecfr.gov/current/title-2/subtitle-B/chapter-XXIX/part-2900>

I.R.S W-9 Form (Request for Taxpayer I.D. Number)

www.irs.gov/pub/irs-pdf/fw9.pdf

General Services Administration, Section 508 Guidelines

<http://www.section508.gov>

Training and Employment Guidance Letter No. 15-16

<https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-15-16>

Yavapai County Procurement Policy

https://apps.azsos.gov/public_services/Title_02/2-07.pdf

Workforce Innovation and Opportunity Act of 2022

<https://www.congress.gov/bill/117th-congress/house-bill/7309>

B. DEFINITIONS

1. **One-Stop Delivery System:** A customer-focused service network combining workforce development, education, and other human services to improve access to programs and long-term employment outcomes.
2. **ARIZONA@WORK Job Centers:** Arizona's version of the One-Stop Delivery System, providing access to workforce services.
3. **Workforce Arizona Council:** Arizona's State Workforce Development Board.
4. **State Administrative Entity:** In Arizona, the Department of Economic Security (DES) oversees WIOA Title I, III, and IV funds, while the Arizona Department of Education (ADE) manages WIOA Title II funds.
5. **Service Provider:** Entities, including CBOs, educational institutions, or organizations, delivering services to WIOA participants under contract.
6. **Low Income:** Individuals or youth living in high-poverty areas or meeting specific income eligibility criteria based on federal or state assistance programs.
7. **Offender:** Adults or juveniles subject to any stage of the criminal justice process, or those needing assistance overcoming barriers to employment due to arrest or conviction records.



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8. **Allowable Cost:** Costs necessary, reasonable, and in compliance with applicable laws for program administration and services.
9. **Applicant:** Individuals seeking services who have filed a completed application and undergone eligibility determination.
10. **Assessment:** The process of collecting and analyzing data to evaluate an individual's learning or skills, using various tools and methods such as tests, portfolios, or checklists.
11. **Barriers to Employment:** Characteristics like limited education, criminal records, or substance abuse that may hinder an individual's ability to secure or advance in employment.
12. **Basic Skills:** Fundamental abilities including reading, writing, arithmetic, problem-solving, communication, and interpersonal skills necessary for success in school and the workplace.
13. **Basic Skills Deficient:** Individuals with skills below the eighth grade level or lacking essential skills to function in the workforce or society.
14. **Basic Skills Training:** Instruction designed to upgrade fundamental skills, including remedial education, GED preparation, or English for Speakers of Other Languages (ESOL).
15. **Best Practice:** Programs or methods proven to be effective through research or expert opinion based on measurable results.
16. **Career Planning:** A client-centered approach to developing employment plans, informed by labor market data, and providing ongoing job and career counseling.
17. **Citizen, U.S.:** Persons born in the U.S., born to U.S. citizen parents, or naturalized by the U.S. government.
18. **Community-Based Organization (CBO):** Nonprofit organizations representing a community or significant segment of a community, specializing in workforce investment.
19. **Credential:** A recognized degree, certificate, or license, such as a high school diploma, GED, or industry-recognized certificate.
20. **Disability:** A physical, mental, or emotional impairment that substantially hinders an individual's ability to apply for or maintain employment.
21. **Documentation:** The provision of required documents to authenticate eligibility or participation.
22. **Dropout:** An individual who has stopped attending school and has not earned a diploma or GED.
23. **Economically Disadvantaged:** Individuals whose family income is below the poverty line or 70% of the Lower Living Standard Income Level (LLSIL).
24. **Eligible or Eligibility:** An individual's qualification to participate in a program funded by WIOA or related programs.
25. **Eligible Training Provider List (ETPL):** A list of approved training providers for Individual Training Accounts under WIOA.
26. **Employability:** An individual's ability to demonstrate the skills, work behaviors, and attitudes necessary for success in the labor market.
27. **Family:** Two or more persons related by blood, marriage, or legal decree, residing in a single household.
28. **Follow-up Services:** Services provided for at least 12 months after exiting the program to ensure continued employment success.



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29. **Foster Child:** A youth aged 14-21 who is under state or local government care.
30. **GED:** The General Education Development test, which provides a high school equivalency diploma.
31. **General Assistance:** State or local benefit programs providing financial support based on need.
32. **Individual with Disability:** An individual who has a disability as defined under the Americans with Disabilities Act (ADA).
33. **Incumbent Worker Training:** Training provided to employees to upgrade skills, retain employment, or avert layoffs.
34. **Infrastructure Funding Agreement (IFA):** A financial plan agreed upon by ARIZONA@WORK partners to deliver services in the local area.
35. **In-Kind Contribution:** Non-WIOA contributions provided by a service provider to support training programs.
36. **Intake:** The process of screening and determining eligibility for services, as well as identifying appropriate training and services.
37. **Internship:** A structured work experience program that combines on-the-job training with learning goals.
38. **Job Center:** A physical or affiliate location where individuals can access workforce development services, such as ARIZONA@WORK in Pinal County.
39. **Labor Market Area:** A geographic region where individuals can live and find or change employment without relocating.
40. **Legal Alien:** A foreign national authorized to live in the U.S., though not all have work authorization.
41. **Limited English Proficiency:** Difficulty communicating in English due to a non-English native language, which may be a barrier to employment.
42. **Literacy:** The ability to read, write, and speak in English, as well as to perform basic math and problem-solving functions.
43. **Local Area:** A designated geographic area for the administration of workforce services and coordination of WIOA programs.
44. **Local Workforce Development Area (LWDA):** A geographic area in which workforce services are provided collaboratively.
45. **Local Workforce Development Board (LWDB):** Serve as the strategic leader and convener of workforce development system stakeholders in the local area (Yavapai County).
46. **Lower Living Standard Income Level (LLSIL):** Income levels, adjusted for regional and family size differences, that determine economically disadvantaged status.
47. **Low-Income Individual:** An individual whose income qualifies under specific federal or state criteria.
48. **Materials:** Property such as equipment and supplies required for service delivery, excluding land or real property.
49. **Memorandum of Understanding (MOU):** An agreement between partners regarding the operation of the One-Stop system.
50. **Monitoring:** The process of reviewing and assessing the performance and compliance of service providers.
51. **Most-In-Need:** Individuals facing significant challenges, such as ethnic, educational, or socio-economic disadvantages.



Documents Referenced and Definitions

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52. **Occupational Skills Training:** Structured training programs providing vocational skills for specific occupations.
53. **On-the-Job Training (OJT):** Employer-provided, subsidized training where participants gain skills through work experience.
54. **One-Stop Career Centers:** Locations providing integrated access to employment, training, and educational services, such as ARIZONA@WORK Pinal County.
55. **One-Stop Operator:** Entities responsible for the operations of One-Stop Centers under WIOA.
56. **One-Stop Partner:** Agencies or organizations involved in delivering services within the One-Stop system.
57. **Outcome:** A measurable result or effect of a program or service intervention.
58. **Participant:** An individual who is eligible for and receives services funded by WIOA.
59. **Potential Dropout:** A youth at risk of dropping out, based on academic deficiencies or poor performance.
60. **Poverty Level:** Income levels established by the Department of Health and Human Services to determine poverty status.
61. **Pre-Test:** A test assessing a participant's basic literacy skills before or shortly after program participation.
62. **Program Year (PY):** The fiscal year running from July 1 to June 30, during which workforce programs operate.
63. **Public Assistance:** Financial aid provided by government programs to individuals meeting specific income criteria.
64. **Qualified Staff:** Individuals with appropriate experience or education to conduct training or deliver contracted services.
65. **Registered Apprenticeship:** Industry-driven, on-the-job training combined with technical instruction, approved by the State of Arizona.
66. **Residence:** A person's primary dwelling, which may include institutionalized or incarcerated locations.
67. **Self-Sufficiency:** The ability to meet basic needs without relying on public assistance, supported by training or services.
68. **Source Documentation:** Official documents proving an individual's eligibility.
69. **State Board:** The Workforce Arizona Council, the state workforce development board.
70. **Strategic Planning:** A continuous process of decision-making and operational development to achieve future goals.
71. **Substance Abuse:** The harmful use of drugs or alcohol that causes emotional or physical disorders.
72. **Subrecipient:** A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out all or part of a Federal program; but does not include an individual that is a beneficiary of such program.
73. **Supportive Services:** Additional services such as transportation or childcare necessary for program participation.
74. **Teenage Parent:** A parent aged 14-20.
75. **Trade Adjustment Assistance (TAA):** A federal program providing aid to workers affected by increased imports.
76. **Training Services:** Programs or services funded by WIOA or partner programs to provide occupational or educational training.
77. **Wages:** Earnings paid to an individual by an employer for services performed.



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78. **Work-Based Learning Activities:** Opportunities for youth to gain exposure to the workplace and develop skills necessary for employment.
79. **Work Experience:** Structured, short-term learning experiences in a workplace, either paid or unpaid.
80. **Workforce Innovation and Opportunity Act (WIOA):** The federal law designed to streamline workforce services for youth, adults, and dislocated workers.
81. **Youth:** Individuals aged 14-24, with in-school youth between 14-21 and out-of-school youth between 16-24.
82. **Youth Committee:** A committee established to address youth workforce issues under WIOA.



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Statement of Work

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Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

1. Purpose

- 1.1 The purpose of this Request for Proposal (RFP) is to identify qualified provider(s) to serve as a One-Stop Operator, and provide Workforce Services for Youth, Adults, and Dislocated Workers, under Title 1B of the Workforce Innovation and Opportunity Act (WIOA) of 2022 for Yavapai County, in accordance with A.R.S. § 41-2534 et seq.

2. Background

2.1 Yavapai County

- 2.1.1 Yavapai County (the County) is one of the four original Arizona counties formed in September of 1864, one year after the Arizona Territory was established.
- 2.1.2 The bulk of the population and the labor force are located in the eight incorporated towns and cities which include Prescott, Prescott Valley, Chino Valley, Jerome, Clarkdale, Sedona, Cottonwood, and Camp Verde. The County's newest municipality is the Town of Dewey-Humboldt, which was incorporated in 2004. The County seat is located in the City of Prescott with an annex of County offices in the town of Cottonwood in the Verde Valley.
- 2.1.3 The Yavapai County Procurement Policy establishes uniform policies and procedures for the procurement of necessary goods and services throughout the County. This policy also outlines the authority of the Board of Supervisors, and applicable delegation of authority thereof to elected officials, directors, and administrators. All references herein to procurement authority shall be in accordance with the Policy.

2.2 Yavapai County Workforce Board

- 2.2.1 Congress passed the Workforce Innovation and Opportunity Act (WIOA) in July, 2014. WIOA which became effective July 1, 2015 is a landmark legislation designed to strengthen and improve our nation's public workforce system and help put Americans, especially youth, adult, dislocated workers and those with significant barriers, back to work. WIOA supports innovative strategies to keep pace with changing economic conditions and seeks to improve coordination between various Federal programs that support employment services, workforce development, adult education and literacy, and vocational rehabilitation activities.
- 2.2.2 As a grantee, Yavapai County utilizes these funds to provide workforce development services throughout all of Yavapai County. Policy direction and oversight for these services is provided by the Yavapai County local Workforce Development Board overseeing the programmatic and fiscal responsibility for WIOA services provided throughout the Yavapai County local workforce area.
- 2.2.3 Yavapai County's Title 1B Service Provider for Adult, Dislocated Workers, and Youth is 100 percent funded by the U.S. Department of Labor. The amounts listed available within this RFP are estimates based on prior year allocations and preliminary allocation information provided by the State of Arizona. The dollar amounts are subject to change upon the County's receipt of award agreements from the State of Arizona and possible funding reductions.
- 2.2.4 The Workforce Development Board's Mission as identified in the by-laws is "To fulfill the Six Purposes of WIOA."



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- 2.2.4.1 Increase opportunities for individuals with barriers
- 2.2.4.2 Support alignment of systems
- 2.2.4.3 Improve quality and relevance
- 2.2.4.4 Improve structure and delivery
- 2.2.4.5 Increase prosperity of workers and employers
- 2.2.4.6 Enhance productivity and competitiveness

2.3 The Yavapai County Workforce Development Board has determined that it is in its best interest to use electronic submission for competitive sealed proposals for this project through its procurement consultant, Sunny Path Associates, LLC. Bonfire is an electronic portal for receiving, opening, and recording bids and proposals digitally. Vendors must create a Bonfire account at no cost to submit a proposal response and submission of the proposal for this project must be uploaded using the Bonfire portal. Additional instructions are provided herein.

3. Objective

3.1 One-Stop Operator

3.1.1 The Yavapai County Workforce Development Board grantee and fiscal agent for Workforce Innovation and Opportunity Act (WIOA) funds, is seeking proposals from qualified organizations for the provision of One Stop System Operator services and activities required under the WIOA for the Yavapai Workforce Development Area. Upon approval by the YCWDB and the County's Board of Supervisors, a one (1) year contract will be developed with three (3) one-year renewal options, depending upon performance and availability of funds. All service specifications contained herein, including grant funding allocations, come under the direction and authority of the Yavapai County Workforce Development Board and Yavapai County.

3.1.2 One-Stop operators may include the following entities:

- 3.1.2.1 An institution of higher education;
- 3.1.2.2 An Employment Service State agency established under the Wagner-Peyser Act;
- 3.1.2.3 A community-based organization, nonprofit organization, or workforce intermediary;
- 3.1.2.4 A private for-profit entity;
- 3.1.2.5 A government agency;
- 3.1.2.6 A LWDB, with approval of the CEO and the Governor;
- 3.1.2.7 Another interested organization or entity, which is capable of carrying out the duties of the one-stop operator. Examples may include a local chamber of commerce or other business organization, or a labor organization.

3.1.3 Ineligible Applicants

- 3.1.3.1 Entities currently debarred, suspended, or ineligible for federal contracts
- 3.1.3.2 Entities with outstanding debts or non-compliance with past contracts



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3.2 Youth Programs

3.2.1 The WIOA Title I-B youth program provides youth development services for Out-of-School youth ages 16 through 24 and economically disadvantaged In-School youth ages 14 through 21 years of age who face barriers returning to school, staying in school, completing high school, or finding stable employment. The program provides a full range of work-readiness, employment, education, and mentoring services through various community partner agencies and contracted youth service providers. Youth services, such as internships, work experiences, training opportunities, apprenticeships, and assistance in the completion of high school or GED, are designed for youth who are in-or out-of-school.

3.3 Adult and Dislocated Worker Programs

3.3.1 The WIOA Title I-B Adult and Dislocated worker program provides career and training services to program participants and participates in Rapid Response activities as necessary for the Local Workforce Development Area (LWDA [Yavapai County]). Career services include having a qualified staff who serve job seekers working within ARIZONA@WORK Job Centers including Affiliate Sites.

3.3.2 These providers shall build upon the development and/or enhancement of collaborative relationships within the community, across ARIZONA@WORK Yavapai County programs and between workforce and technological systems, consistent with the most current version of ARIZONA@WORK Yavapai County Workforce Development Plan and Memorandum of Understanding established between the system partners and YCWDB.

3.3.3 WIOA Adult and Dislocated Worker program funds are provided by two separate funding streams. Funds are used to support career pathways in both career services and training services. There are three types of career services: basic career services, individualized career services, and follow-up services. The provision of individualized career services must be based on the employment needs of the individual as determined by the individual and the case manager and are identified through an individual employment plan (IEP). Training services include occupational skills training, and work-based learning.

4. Funding

4.1 WIOA funding is the primary support for the One-Stop Center and the allocations fluctuate annually. For planning purposes, the respondent to this RFP should assume level funding for each program year of the budget. The Workforce Development Board intends to budget between \$85,000 to \$150,000 annually for this contract. It is the responsibility of the bidder to budget what costs are necessary and allocable to this RFP and WIOA to perform the duties in the scope of services.

4.2 It will be the duty of the Offeror to include in its proposal what facility space will be needed to carry out its duties described in the proposal.



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4.3 It is understood that funds will fluctuate year-to-year. The contract agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the contract period. The successful Contractor will be awarded a cost-reimbursement contract pursuant to this RFP. The Workforce Alliance may expand the scope of the contract to include other workforce programs, funding or requirements that the Workforce Alliance deems necessary and appropriate.

4.4 All agreements are subject to the availability of funds for the One Stop Operator and Title I services.

4.4.1 WIOA Estimated FY26 Funding - Yavapai LWDA

4.4.2 Yavapai County WDB may retain up to \$175,000 to cover the costs of YCWDB staff and expenses.

Area	PY24 Allocation	PY25 Allocation	Change	PY25 Admin	Total w/o Admin
Adult Program	\$438,211.00	\$413,518.00	\$(24,693.00)	\$41,351.80	\$372,166.20
Youth	\$381,087.00	\$362,992.00	\$(18,095.00)	\$36,299.20	\$ 326,692.80
Dislocated Worker	\$393,842.00	\$360,086.00	\$(33,756.00)	\$36,008.60	\$324,077.40
Rapid Response	\$490,080.00	\$196,032.00	\$(294,048.00)		\$196,032.00
Totals	\$1,703,220.00	\$1,332,628.00	\$(370,592.00)	\$113,659.60	\$1,218,968.40

5. Services Location

5.1 The Offeror must include facility space that is needed to perform the duties outlined herein and shall be responsible for all associated costs. The following options are available for potential leasing.

5.1.1 DES Location: 3274 Bob Dr, Prescott Valley, AZ 86314

5.1.2 Yavapai College Campus – Prescott, 1100 E Sheldon St, Prescott, AZ 86301

5.1.3 DES Location in Cottonwood, 1500 E. Cherry Street, Cottonwood, AZ 86326

6. Administrative Requirements

At a minimum, all subrecipient organizations must meet the standards for financial and Program Management found at 2 CFR 200 in the OMB Uniform Guidance, as well as any regulatory requirements related to the funds. The organization's financial management system must provide for the following:

6.1 Tracking spending on multiple individual funding streams. Identification, in its accounts, of all Federal awards received and expended and the Federal program under which they were received. Federal program and Federal award identification must include, as applicable, the CFDA title and number Federal award identification number and year, name of the Federal Agency, and name of the pass-through entity.

6.2 Fiscal reporting on an accrual basis. Accurate, current, and complete disclosure of the financial results of each Federal award or program in accordance with the reporting requirements set forth in 2 CFR 200.327 Financial Reporting and 200.328 Monitoring and Reporting Program Performance.



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- 6.3 Maintaining documentation supporting all spending and assets. Records that identify adequately the source and application of funds for federally-funded activities. These records must contain information pertaining to Federal awards, authorizations, obligation, unobligated balances, assets, expenditures, income and interest and be supported by source documentation.
- 6.4 Maintaining internal controls that ensure compliance with all funding regulations. Control over, and accountability for, all funds, property, and other assets. The non-federal entity must adequately safeguard all assets and ensure that they are used solely for authorized purposes.
- 6.5 Producing a budget for actual report. Comparison of expenditures with budget amounts for each Federal award.
- 6.6 Processing payments on a reimbursement basis. Written procedures to implement the requirements of §200.305 Payment.
- 6.7 Budgeting and spending funds in allowable cost categories (i.e., direct, indirect, program, and admin costs). Written procedures for determining the allowability of costs in accordance with Subpart E Cost Principles of the part and the terms and conditions of the Federal award.

7. Fiscal Requirements

- 7.1 Contractor will submit monthly and quarterly financial reports to the County for reimbursement in a format provided by the County and no later than 25 days following the end of the month or 15 days following the end of the quarter, as applicable.
- 7.2 Reporting format and deadlines are subject to change by the County as necessary to meet grantor requirements.

8. General Description of Requested Services

8.1 Youth Programs

8.1.1 Youth Development Services

- 8.1.1.1 Provide services for both in-school (ages 14–21) and out-of-school youth (ages 16–24).
- 8.1.1.2 Address barriers to education and employment, such as school dropouts, homelessness, disabilities, and lack of work experience.

8.1.2 Comprehensive Youth Programs

8.1.2.1 Deliver the WIOA-mandated youth program elements, including:

- 8.1.2.1.1 Tutoring and academic support.
- 8.1.2.1.2 Alternative secondary school services.
- 8.1.2.1.3 Paid and unpaid work experiences (e.g., internships, OJT, summer jobs).
- 8.1.2.1.4 Occupational skills training.
- 8.1.2.1.5 Leadership development opportunities.
- 8.1.2.1.6 Supportive services (e.g., childcare, transportation).
- 8.1.2.1.7 Adult mentoring.



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- 8.1.2.1.8 Follow-up services for at least 12 months.
- 8.1.2.1.9 Guidance and counseling.
- 8.1.2.1.10 Financial literacy education.
- 8.1.2.1.11 Entrepreneurial skills training.
- 8.1.2.1.12 Labor market and career information.
- 8.1.2.1.13 Postsecondary education and workforce preparation activities.
- 8.1.2.1.14 Education combined with workforce preparation and training.
- 8.1.3 Career Pathway Development
 - 8.1.3.1.1 Assist youth in identifying career pathways aligned with local labor market demand.
 - 8.1.3.1.2 Facilitate transitions to postsecondary education or gainful employment.
- 8.1.4 Employer Connections
 - 8.1.4.1.1 Develop partnerships with employers to create meaningful work-based learning opportunities.
 - 8.1.4.1.2 Serve as the employer of record for youth engaged in short-term work experiences, internships, and OJT.

9. Youth Programs Work Requirements

- 9.1 Outreach and Recruitment
 - 9.1.1 Actively recruit in-school and out-of-school youth through community engagement, schools, and partner organizations.
 - 9.1.2 Focus on underserved and at-risk youth populations.
 - 9.1.3 Encourage participation by using incentives (e.g., stipends, transportation assistance).
 - 9.1.4 Case Management and Individualized Service Strategy (ISS)
 - 9.1.5 Conduct comprehensive assessments of academic levels, skills, and career interests.
 - 9.1.6 Develop personalized ISS plans that include academic, career, and life goals.
 - 9.1.7 Assign case managers to provide consistent support throughout program participation.
- 9.2 Work-Based Learning and Training
 - 9.2.1 Allocate a minimum of 20% of youth program funds to paid and unpaid work experiences.
 - 9.2.2 Partner with employers to ensure work experiences align with participants' career interests and skill-building goals.
 - 9.2.3 Incorporate leadership development and teamwork into work-based learning activities.
- 9.3 Education and Support Services
 - 9.3.1 Provide academic tutoring, GED prep, and alternative education support as needed.
 - 9.3.2 Deliver workshops on financial literacy, time management, and career exploration.



Yavapai County

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9.3.3 Offer wraparound services, including counseling, mentoring, and supportive services.

9.4 Compliance and Reporting

9.4.1 Ensure a minimum of 75% of program funds are spent on out-of-school youth.

9.4.2 Track performance metrics, such as credential attainment, job placements, and skill gains.

9.4.3 Submit monthly performance and financial reports to demonstrate progress and compliance with WIOA requirements.

9.5 Youth System Integration

9.5.1 Coordinate with local schools, community organizations, and workforce partners to deliver comprehensive services.

9.5.2 Ensure youth activities are integrated into the broader workforce system via the Services Website.

10. Career Services

10.1 Basic Career Services

10.1.1 Initial assessment of skills, aptitudes, and career interests.

10.1.2 Provision of labor market information and career counseling.

10.1.3 Job search assistance, including self-service options.

10.2 Individualized Career Services

10.2.1 Development of Individual Employment Plans (IEPs) tailored to participant goals.

10.2.2 Career guidance, counseling, and coaching.

10.2.3 Case management to support participants in overcoming employment barriers.

10.3 Training Services

10.3.1 Facilitate access to occupational skills training, certifications, and credentials.

10.3.2 Offer work-based learning opportunities such as internships, apprenticeships, on-the-job training (OJT), and short-term training programs.

10.4 Employment Assistance

10.4.1 Provide resume building, interview preparation, and job placement services.

10.4.2 Deliver specialized services for dislocated workers, including re-skilling opportunities.

10.4.3 Facilitate connections to high-demand industries and local employers.

10.5 Employer Engagement

10.5.1 Partner with local businesses to identify training and job opportunities.

10.5.2 Facilitate employer-led training programs and career pathway development.

10.5.3 Organize job fairs, recruitment events, and employer workshops.

10.6 Rapid Response Services

10.6.1 Support employers and workers affected by layoffs or closures with re-employment services.



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10.6.2 Provide workshops, counseling, and training opportunities for affected employees.

11. Career Services Work Requirements

11.1 Outreach and Recruitment

11.1.1 Actively promote services to adults and dislocated workers through advertisements, community partnerships, and mutual referral systems.

11.1.2 Target underserved populations and individuals with significant barriers to employment.

11.2 Case Management and Follow-Up

11.2.1 Assign dedicated case managers to participants for continuous support.

11.2.2 Monitor progress through regular check-ins and update IEPs as necessary.

11.2.3 Provide follow-up services for 12 months to ensure job retention and career advancement.

11.3 Data Management and Reporting

11.3.1 Maintain accurate records of participant activities and outcomes in the appropriate management system.

11.3.2 Track key performance metrics, including employment rates, credential attainment, and measurable skill gains.

11.3.3 Submit detailed monthly reports highlighting successes, challenges, and areas for improvement.

11.4 Compliance

11.4.1 Ensure all activities comply with WIOA requirements and federal, state, and local laws.

11.4.2 Meet expenditure thresholds for work-based learning and training services.

11.5 Workforce System Integration

11.5.1 Collaborate with partners, including education providers, community organizations, and other WIOA programs, to deliver seamless services.

11.5.2 Participate in regional initiatives to address labor market needs and workforce challenges.

12. Projected RFP Schedule

Below are the anticipated activities and dates related to this RFP. Note these are tentative and subject to change to meet the needs of the YCWDB, County and/or the evaluation committee.

Activity	Date (Tentative)
12.1 Release of RFP	March 6, 2025
12.2 Pre-Offer Conference	None
12.3 Questions Due via "Vendor Discussions" in Bonfire	No later than 3:00 PM on March 24, 2025



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12.4	Due Date and Time for Proposals	No later than 1:30 PM on April 2, 2025
12.5	Short Listed Firms	April 2025
12.6	Best and Final Offer, if applicable	April 2025
12.7	Yavapai County Workforce Development Board / Yavapai County Board of Supervisors – Contract Award	April / May 2025



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Special Terms and Conditions

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Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

1. Authority

- 1.1 This solicitation as well as any resulting contract is issued under the authority of the Board of Directors for the Yavapai County. No alteration or any resulting contract may be made without the express written approval of the Yavapai County Workforce Development Board in the form of an official contract amendment signed by both parties. Any attempt to alter any contract without such approval is a violation of the contract, corresponding Yavapai County Procurement Rules, and applicable law. Any such action is subject to legal and contractual remedies available to the YCWDB inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
- 1.2 Any changes, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials that are unauthorized by written contract amendment(s) shall be void and without effect, and the Contractor shall not be entitled to any claim based on any unauthorized changes.

2. Contract Type

- 2.1 "Cost-reimbursement" shall mean the Contractor will be reimbursed for allowable actual service delivery costs after submittal and approval of reports and invoice for completed work.

3. Term of Contract

- 3.1 The term of the resultant Contract shall be effective the date specified on the Offer and Award or Signature page, duly signed by the authorized representative of both parties, and that has been approved by the YCWDB Board of Directors and/or the Yavapai County Board of Supervisors. This term shall remain in effect for one year (1) year, unless terminated, cancelled, or amended as otherwise provided herein. The contract shall have an option to renew for up to three (3) additional one-year extensions, not to exceed a term of four (4) years in total.

4. Contract Award

- 4.1 The award of a Contract shall be in accordance with the Yavapai County Procurement Policy and Arizona Procurement Code. Any attempt to represent any material and/or service not specifically awarded as being under contract with the YCWDB is a violation of the Contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the YCWDB inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

5. Subrecipient Designation

- 5.1 The awardee of this award will be a subrecipient. A subrecipient is a non-Federal entity that receives a subaward from a pass-through entity to carry out all or part of a Federal program; but does not include an individual that is a beneficiary of such program. A subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency (2 CFR §200.93 Subrecipient). A subrecipient must comply with all applicable uniform administrative requirements, cost principles and audit requirements. In this situation, the pass-through agency of the funds has a responsibility to monitor the subrecipient to ensure the grant funds are being used for authorized purposes and as required by the grant agreement and applicable regulations.

6. Additional Agreements

- 6.1 An additional agreement(s), sales order, order form or related shall not supersede the Contract Order of Precedence outlined in the Uniform Terms and Conditions, unless mutually agreed in writing through Best and Final Offer and Contract Award or subsequent Contract Amendment. Otherwise, all other additional agreements shall be without force.



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7. Pricing and Costs

- 7.1 Initial Contract Term. Prices shall be firm for the initial term of the contract. Prices as stated must be complete for the requested items and shall include all associated costs.
- 7.2 Price Adjustment. The YCWDB may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The YCWDB shall determine whether the requested price increase or an alternate option is in the best interest of the YCWDB. A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.

8. Non-Exclusive Contract

- 8.1 Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the YCWDB. The YCWDB reserves the rights to obtain like goods or services from other sources.

9. Authorization for Services

- 9.1 The Contractor shall not perform any work pursuant to this Contract without the specific prior agreement of the designated representative of the YCWDB. No claim for services or products provided by the Contractor not specifically provided for in this Contract, or not specifically agreed to in advance will be honored by the YCWDB.
- 9.2 Authorization for the purchase of services shall be made only upon the issuance of a Purchase Order that is signed by an authorized agent. The Purchase Order will indicate the contract number and the dollar amount of funds authorized. The Contractor shall only be authorized to perform services up to the amount on the Purchase Order. The YCWDB shall not have any legal obligation to pay for services in excess of the amount indicated on the Purchase Order. No further obligation for payment shall exist unless:
 - 9.2.1 the Purchase Order is changed or modified with an official Change Order; and/or
 - 9.2.2 an additional Purchase Order is issued for purchase of materials or services under this Contract.

10. Change Order

- 10.1 YCWDB may wish or need to request changes to the Specification, and Contractor may request changes to the Specifications in writing to the Procurement Officer or their designee. Firm shall provide a price estimate if applicable for review. No change(s) that materially impact cost, functionality, scope of work, or payment schedules shall be made without written approval from the YCWDB in the form of a Contract Amendment for the approved Change Order.
- 10.2 Contractor shall not be entitled to recover for any work or services performed outside the express scope of this Contract without a Contract Amendment fully executed by both parties.

11. Invoicing

- 11.1 All invoices shall reference this Solicitation number. All invoices submitted must contain the following information at minimum:
 - 11.1.1 Service or software name.
 - 11.1.2 Description of services billed with corresponding dates.
 - 11.1.3 Sequential Invoice Number.
 - 11.1.4 Amount of Invoice.



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11.1.5 Completed on a prescribed form by grantor.

11.1.6 Include all backup data to justify billed amounts.

11.2 Invoices must be remitted to the following address:

Yavapai County Finance Department

ATTN: Assistant Director

1015 Fair Street

Prescott, AZ 86305

12. Payment Reimbursement

12.1 The awarded subrecipient will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of payment vouchers as instructed in the contract. Subrecipient should plan for payments to be Net 30, which could result in up to 60 days that an expenditure could be unreimbursed.

13. Payment Procedures

13.1 Contractor Payment

13.1.1 The YCWDB will not make payments to any Entity, Group or individual other than the Contractor with the Federal Employer Identification (FEI) Number identified in the contract. Contractor invoices requesting payment to any Entity, Group or individual other than the contractually specified Contractor shall be returned to the Contractor for correction. The Contractor shall review and ensure that the invoices for services provided show the correct Contractor name prior to sending them for payment.

13.1.2 If the Contractor Name and FEI Number change, the Contractor shall provide a formal request for an "Assignment and Agreement" form transferring contract rights and responsibilities to the new Contractor. The YCWDB shall indicate consent on the form. A written Contract Amendment shall be signed by both parties and a new W-9 form shall be submitted by the new Contractor prior to any payments being made to the new Contractor.

14. Insurance

14.1 Contractor agrees to maintain such insurance as will fully protect Contractor and the YCWDB from any and all claims under any workers' compensation statute or unemployment compensation laws, and from any and all other claims of any kind or nature for damage to property or personal injury, including death, made by anyone, that may arise from work or other activities carried on, under, or facilitated by this Contract, either by Contractor, its employees, or by anyone directly or indirectly engaged or employed by Contractor. Contractor agrees to maintain such automobile liability insurance as will fully protect Contractor and the YCWDB for bodily injury and property damage claims arising out of the ownership, maintenance or use of owned, hired or non-owned vehicles used by Contractor or its employees, while providing services to the YCWDB. Policy shall contain a waiver of subrogation against the YCWDB and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. Contractor will be required to provide proof of and maintain the following coverages and YCWDB shall be named as an additional insured party in the Certificate of Insurance that includes:

14.1.1 Comprehensive General Liability Insurance with a limit of not less than \$2,000,000 per occurrence and \$4,000,000 aggregate coverage;

14.1.2 Comprehensive Automobile Liability Insurance and Worker's Compensation Insurance as required by law.



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- 14.1.3 Commercial Umbrella Insurance with limits not less than \$2,000,000 for each occurrence and \$4,000,000 General Aggregate.
- 14.1.4 Technology Errors and Omissions Insurance not less than \$5,000,000 per occurrence and \$5,000,000 aggregate coverage.
 - 14.1.4.1 Such insurance shall cover any and all errors, omissions, or negligent acts in the delivery of products, services, and/or licensed programs under this contract.
 - 14.1.4.2 In the event that the Tech E & O insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- 14.1.5 Professional Errors and Omissions (when applicable) shall be for minimum amounts of \$1,000,000 per claim and \$2,000,000 annual aggregate.
- 14.2 The form of any insurance policies and forms must be acceptable to the YCWDB. The YCWDB reserves the right to terminate any contract if the Contractor fails to maintain such coverage.
- 14.3 Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.
- 14.4 The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The YCWDB in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

15. Warranties

- 15.1 Conformity to Requirements. Contractor warrants that, unless expressly provided otherwise elsewhere in the Contract, the Materials and Services will for 1 (one) year after acceptance and in each instance: (1) conform to the requirements of the Contract, which by way of reminder include without limitation all descriptions, specifications, and drawings identified in the Scope of Work and any Contractor affirmations included as part of the Contract; (2) be free from defects of material and workmanship; (3) conform to or perform in a manner consistent with current industry standards; and (4) be fit for the intended purpose or use described in the Contract. Mere delivery or performance does not substitute for express acceptance by YCWDB. Where inspection, testing, or other acceptance assessment of Materials or Services cannot be done until after installation, the forgoing warranty will not begin until YCWDB's acceptance.
- 15.2 Contractor Personnel. Contractor warrants that its personnel will perform their duties under the Contract in a professional manner, applying the requisite skills and knowledge, consistent with industry standards, and in accordance with the requirements of the Contract. Contractor further warrants that its key personnel will maintain any certifications relevant to their work, and Contractor shall provide individual evidence of certification to YCWDB's authorized representatives upon request.
- 15.3 Intellectual Property. Contractor warrants that the Materials and Services do not and will not infringe or violate any patent, trademark, copyright, trade secret, or other intellectual property rights or laws, except only to the extent the Specifications do not permit use of any other product and Contractor is not and cannot reasonably be expected to be aware of the infringement or violation.



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- 15.4 Licenses and Permits. Contractor warrants that it will maintain all licenses required and all required permits valid and in force. It shall be the obligation of the Contractor to apply for, pay for, and obtain all government permits and/or licenses required, including any required third-party software licenses for all hardware and software provided by the Contractor.
- 15.5 Operational Continuity. Contractor warrants that it will perform without relief notwithstanding being sold or acquired; no such event will operate to mitigate or alter any of Contractor's duties hereunder absent a consented delegation under Assignment and Delegation that expressly recognizes the event.
- 15.6 Performance in Public Health Emergency. Contractor warrants that it will:
 - 15.6.1 have in effect promptly after commencement a plan for continuing performance in the event of a declared public health emergency that addresses, at a minimum: (a) identification of response personnel by name; (b) key succession and performance responses in the event of sudden and significant decrease in workforce; and (c) alternative avenues to keep sufficient product on hand or in the supply chain; and
 - 15.6.2 provide a copy of its current plan to the YCWDB within 3 (three) business days after YCWDB's written request. If Contractor claims relief under Force Majeure for an occurrence of force majeure that is a declared public health emergency, then that relief will be conditioned on Contractor having first implemented its plan and exhausted all reasonable opportunity for that plan implementation to overcome the effects of that occurrence or mitigate those effects to the extent that overcoming entirely is not practicable.
- 15.7 For clarification of intent, being obliged to implement the plan is not of itself an occurrence of force majeure, and Contractor will not be entitled to any additional compensation or extension of time by virtue of having to implement it. Furthermore, failure to have or implement an appropriate plan will be a material breach of contract.
- 15.8 Survival of Warranties. All representations and warrants made by Contractor under the Contract will survive the expiration or earlier termination of the Contract.

16. Lobbying

- 16.1 Contractor warrants that:
 - 16.1.1 it will not engage in lobbying activities, as defined in 40 CFR part 34 and A.R.S. § 41-1231, et seq., using monies awarded under the Contract, provided that, the foregoing does not intend to constrain Contractor's use of its own monies or property, including without limitation any net proceeds duly realized under the Contract or any value thereafter derived from those proceeds; and
 - 16.1.2 upon award of the Contract, it will disclose all lobbying activities to YCWDB to the extent they are an actual or potential conflict of interest or where such activities could create an appearance of impropriety.
 - 16.1.3 Contractor shall implement and maintain adequate controls to assure compliance with (a) above.
 - 16.1.4 Contractor shall obtain an equivalent warranty from all Subcontractors and shall include an equivalent no-lobbying provision in all Subcontracts.
- 16.2 EXCEPTION. This paragraph does not apply to the extent that the Services are defined in the Contract as being lobbying for YCWDB's benefit or on YCWDB's behalf.



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17. General Provisions for Services

- 17.1 Additional Services. The YCWDB at its discretion may modify the scope of the Contract by Contract Amendment to include additional services or service categories that are within the general scope of the ones originally covered by the Contract if it determines that doing so is in its best interest. Once the Contract Amendment is fully executed, Contractor shall then update all applicable price lists and make them available to all affected entities at no additional cost. Either party may make the request to add services to the Contract; regardless of who makes the request, the parties shall negotiate in good faith a fair price for any additional services, but YCWDB may elect not to add some or all of the services in question if no agreement is reached on pricing in a timely manner. Contractor's request or proposal in response to YCWDB's request must include documentation demonstrating that the proposed price for the additional services is both fair and reasonable and comparable to the original ones. YCWDB shall not be responsible for payment for any additional products, services, or service categories unless such additional products, services, or service categories are agreed to in advance by way of Contract Amendment signed by both parties.
- 17.2 Off-Contract Services. Contractor shall ensure that the design and/or procedures for the Services ordering method prevents Orders for off-contract or excluded services. Notwithstanding that YCWDB might have its own internal administrative rules regarding off contract or excluded service ordering, and endeavors to prevent such orders from occurring, Contractor is responsible for not accepting any such Orders. YCWDB may, at its discretion, cancel any such Order without obligation. As used above, "off-contract service" refers to any service not included in the scope of the Contract and for which no price or compensation has been established contractually, and "excluded service" refers to any service expressly excluded from the scope of the Contract.
- 17.3 Removal of Personnel. Notwithstanding that Contractor is in every circumstance responsible for hiring, assigning, directing, managing, training, disciplining, and rewarding its personnel, YCWDB may at its discretion and without the obligation to demonstrate cause instruct Contractor to remove any of its personnel from YCWDB's facilities or from further assignment under the Contract. In such cases, Contractor shall promptly replace them with other personnel having equivalent qualifications, experience, and capabilities.
- 17.4 Transitions. During commencement, Contractor shall attend transition meetings with any outgoing Contractors to coordinate and ease the transition so that the effect on YCWDB's operations is kept to a minimum. YCWDB may elect to have outgoing Contractors complete some or all of their work or orders in progress to ease the transition as is safest and most efficient in each instance, even if that scope is covered under the Contract. Conversely, YCWDB anticipates having a continued need for the same materials and services upon expiration or earlier termination of the Contract. Accordingly, Contractor shall work closely with any new (incoming) Contractor and YCWDB to ensure as smooth and complete a transfer as is practicable. YCWDB's representative shall coordinate all transition activities and facilitate joint development of a comprehensive transition plan by both Contractor and the incoming Contractor. As with the incoming transition, YCWDB may permit Contractor (outgoing) to complete work or orders in progress to ease the transition as is safest and most efficient in each instance.
- 17.5 Accuracy of Work. Contractor is responsible for the accuracy of the Services and shall promptly make all necessary revisions or corrections resulting from errors and omissions on its part without additional compensation. Acceptance by YCWDB will not relieve Contractor of responsibility for correction of any errors discovered subsequently or necessary clarification of any ambiguities.



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- 17.6 Requirements at Services Location. Contractor personnel shall perform their assigned portions of the Services at the specific location indicated in the Order (if applicable). Contractor acknowledges that the location might be inside an industrial building, institutional building, or one of various office types and classes. Additionally, if performing the Services requires Contractor personnel to work inside a secured perimeter at certain institutional facilities such as prisons where prior clearances are required, Contractor shall contact the facility directly to confirm its most-current security clearance procedures, allowable hours for work, visitor dress code, and other applicable rules. YCWDB will neither allow extra charges for wait time, comebacks, or the like nor excuse late performance if Contractor has failed to make the confirmation or comply with the applicable conditions.
- 17.7 Services Acceptance. YCWDB has the right to make acceptance of Services subject to acceptance criteria. YCWDB may apply as acceptance criteria conformity to the Contract, accuracy, completeness, or other indicators of quality or other matter for which the Contract or law states a requirement, whether stated directly or by reference to another document, standard, reference specification, etc. YCWDB will not owe Contractor any payment for un-accepted Services; and YCWDB may, at its discretion, withhold or make partial payment for any rejected Services if Contractor is still in the process of re-performing or otherwise curing the grounds for YCWDB's rejection.
- 17.8 Corrective Action Required. Notwithstanding any other guarantees, general warranties, or particular warranties Contractor has given under the Contract, if Contractor fails to perform any material portion of the Services, including failing to complete any contractual deliverable, or if its performance fails to meet agreed-upon service levels or service standards set out in or referred to in the Contract, then Contractor shall perform a root-cause analysis to identify the source of the failure and use all commercially reasonable efforts to correct the failure and meet the Contract requirements as promptly as is practicable.
- 17.8.1 Contractor shall provide to YCWDB a report detailing the identified cause and setting out its detailed corrective action plan promptly after the date the failure occurred (or the date when the failure first became apparent, if it was not apparent immediately after occurrence).
- 17.8.2 YCWDB may demand to review and approve Contractor's analysis and plans, and Contractor shall make any corrections YCWDB instructs and adopt YCWDB's recommendations so far as is commercially practicable, provided that YCWDB may insist on any measures it determines within reason to be necessary for safety or protecting property and the environment.
- 17.8.3 Contractor shall take the necessary action to avoid any like failure in the future, if doing so is appropriate and practicable under the circumstances.

18. Mutual Waiver Of Consequential Damages

- 18.1 Notwithstanding anything to the contrary, on behalf of themselves, their governing officers and employees, the Parties waive all claims against each other for consequential losses or damages, and punitive damages, whether arising in contract, warranty, tort (including negligence), strict liability or otherwise, including but not limited to losses of use, excess construction costs, alternative construction means or methods, or losses of funding.

19. Section 508 Compliance

- 19.1 Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this Contract shall comply with A.R.S. § 18-131 and § 18-132 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.



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Uniform Terms and Conditions

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Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

1. Contract Interpretation

- 1.1 Arizona Law.** The laws of Arizona apply to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona, Arizona Revised Statutes (A.R.S.) § 41-2534, and its implementing rules, and Arizona Administrative Code (A.A.C.) Title 48, Chapter 24, Article 1. Legal proceedings pertaining to this Contract shall be brought only in the Yavapai County Superior Court, Prescott, Arizona.
- 1.2 Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.
- 1.3 Contract Order of Precedence.** In the event of a conflict in the provisions of the Contract, as accepted by the YCWDB and as they may be amended, the following shall prevail in the order set forth below:
 - 1.3.1** Incorporation of RFP into Contract. All conditions contained in this RFP and completed Appendices and any statements contained in the RFP will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection. The contractor shall assume responsibility for all services offered in their bid proposal whether or not they were produced. The contractor will be responsible for all material errors and omissions in the performance of the contract.
 - 1.3.2** The executed Agreement entered into pursuant to the Solicitation in a format in accordance with the Specimen Contract.
 - 1.3.3** Special Terms and Conditions
 - 1.3.4** Uniform Terms and Conditions
 - 1.3.5** Statement or Scope of Work
 - 1.3.6** Specifications
 - 1.3.7** Attachments
 - 1.3.8** Exhibits
 - 1.3.9** Documents referenced or included in the Solicitation
 - 1.3.10** Offeror's Response.
- 1.4 Relationship of Parties.** The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract. All persons employed to furnish services hereunder are employees of Contractor and not of the YCWDB. Further, the YCWDB shall not be liable for any of Contractor's acts or omissions performed under this Contract or other agreements to which Contractor is a party.
- 1.5 Severability.** If any provision(s) of this Contract is/are invalid, illegal, or unenforceable for any reason, all other Contract provisions shall nevertheless remain in full force and effect. If any provision(s) is/are inapplicable to any person or circumstance, the same provision(s) shall nevertheless remain applicable to all other persons and circumstances.
- 1.6 No Parole Evidence.** This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.
- 1.7 No Waiver.** No action or failure to act by the parties constitutes a waiver of any right or duty under this Contract, nor does the action or failure to act constitute approval of or acquiescence in a breach of the Contract, unless the waiving party memorializes the waiver or approval in writing and signs it. Either party's failure to insist on strict performance of any term or condition of the Contract 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.



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2. Contract Administration and Operation

- 2.1 Records.** Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the YCWDB at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.
- 2.2 Non-Discrimination.** The Contractor shall comply with Arizona State Executive Order 2009-09, which mandates that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities, and all other applicable State and Federal employment laws, rules and regulations, including the Americans with Disabilities Act. The Contractor shall take affirmative action to ensure that applicants for employment and employees are not discriminated against due to race, creed, color, religion, sex, national origin, or disability.
- 2.3 Audit.** Pursuant to A.R.S. § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the YCWDB and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.
- 2.4 Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The YCWDB shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the YCWDB determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the YCWDB for testing and inspection.
- 2.5 Inspection and Payments Do Not Constitute Waiver of Contract Provisions.** Neither the Inspection by any inspector or other YCWDB representative, nor any payment of money, nor acceptance of any part or whole of the System by the YCWDB or its agents shall operate as a waiver of any provision of this Contract.
- 2.6 Notices.** Notices to the Contractor required by this Contract shall be made by the YCWDB to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the YCWDB required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 2.7 Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise, or promote information for commercial benefit concerning this Contract without the prior written approval of the YCWDB. This shall be on a case-by-case basis and consent at one time does not constitute consent to all advertising.
- 2.8 Property of the YCWDB.** Any materials, including reports, computer program and other deliverables, created under this Contract are the sole property of the YCWDB. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the YCWDB.



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- 2.9 Ownership of Intellectual Property.** Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the YCWDB shall be considered the creator of such Intellectual Property. The YCWDB shall own the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the YCWDB, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor(s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the YCWDB and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the YCWDB. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the YCWDB without the express written authorization of the YCWDB.
- 2.10 Federal Immigration and Nationality Act.** The contractor 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 contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The YCWDB shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the YCWDB determine that the contractor and/or any subcontractors be found noncompliant, the YCWDB may pursue 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 contractor.
- 2.11 E-Verify Requirements.** In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A.
- 2.12 Offshore Performance of Work Prohibited.** Any services that are described in the specifications or scope of work that directly serve the YCWDB and involve access to secure or sensitive data or personal YCWDB 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 contract. This provision applies to work performed by subcontractors at all tiers.
- 2.13 Business Standing.** In accordance with A.R.S. § 10-1501, a Contractor whose business structure requires that documents be filed regularly with the Arizona Corporation Commission (ACC) must remain in good standing with the ACC during the term of the Contract. An out-of-state firm should file necessary documents with the ACC as doing business in Arizona for Contract award eligibility or may be considered non-responsive.

3. Costs and Payments

- 3.1 Payments.** Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the YCWDB within thirty (30) days.
- 3.2 Delivery.** Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- 3.3 Applicable Taxes.**
- 3.3.1 Payment of Taxes.** The Contractor shall be responsible for paying all applicable taxes.



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3.3.2 State and Local Transaction Privilege Taxes. The YCWDB is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the Contractor to remit. Failure to collect such taxes from the YCWDB does not relieve the Contractor from its obligation to remit taxes. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall require all subcontractors to hold the YCWDB harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the County harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

3.3.4 IRS W-9 Form. In order to receive payment, the Contractor shall have a current I.R.S. W-9 Form on file with the Yavapai County Finance Department, unless not required by law.

3.4 Availability of Funds for the Next YCWDB Fiscal Year. Funds may not presently be available for performance under this Contract beyond the current YCWDB fiscal year. No legal liability on the part of the YCWDB for any payment may arise under this Contract beyond the current YCWDB fiscal year until funds are made available for performance of this Contract.

3.5 Availability of Funds for the Current Fiscal Year. If the YCWDB Board of Directors reduce the appropriations for any reason, the YCWDB may take any of the following actions: accept a decrease in price offered by the Contractor; cancel the Contract; or cancel the Contract and resolicit the requirements.

4. Contract Changes

4.1 Amendments. The Contract will be issued under the authority of the Board of Directors of the YCWDB and Yavapai County. The Contract may be modified only through a Contract Amendment within the scope of the Contract and signed by the parties. Changes to the Contract, 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 procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

4.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the proposal. It is expressly understood that all persons employed by the Contractor, either directly or indirectly, shall be considered employees or agents of the Contractor and not the YCWDB. Nothing contained in any contract or joint venture contract shall create or establish any contractual relationships or privity of contract between any subcontract and the YCWDB, nor shall the same create any obligation on the part of the YCWDB to pay any subcontract. The Subcontract shall incorporate by reference the terms and conditions of this Contract.



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- 4.3 Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. Contractor is prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this Contract without the prior written consent of the Library Network Manager of the YCWDB except as provided in this Contract. YCWDB shall not unreasonably withhold approval.
- 4.4 Third Party Beneficiaries.** Nothing in this Contract shall be deemed to create any right in any person not a party hereto other than a permitted successor or assignee and this Contract shall not be construed in any respect to be a contract in whole or in part for the benefit of a third party, except for any YCWDB active member Library or other third-party contractors' product which the YCWDB has purchased or may purchase in the future.

5. Risk and Liability

- 5.1 Risk of Loss.** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

5.2 Indemnification.

- 5.2.1** Contractor shall indemnify, defend, save, and hold harmless Yavapai County, its officers, officials, employees, agents, volunteers, successors and assigns, its Board of Supervisors, and members, employees, and agents of the "YCWDB" ("indemnified group") 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 collectively as the "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused (including property of the County), 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 indemnified group shall, in all instances except for Claims arising solely from the negligent or willful acts or omissions of the indemnified group, 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 the Contract, Contractor agrees to waive all rights of subrogation against the County for losses arising from the work performed by Contractor for YCWDB.
- 5.2.2** Contractor shall not prejudice the indemnified group's right to recover against third parties for any loss, destruction, or damage to YCWDB property, and shall at the YCWDB's request and expense, furnish reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the YCWDB in obtaining recovery. In any instance where the Contractor has accepted a tender from the YCWDB, the Contractor agrees to update the YCWDB during the course of the litigation and to timely notify the YCWDB of any issues that may involve the independent negligence of the YCWDB that is not covered by the tender.
- 5.2.3** The indemnified group assumes no liability for actions of the Contractor and shall not indemnify or hold the Contractor or any third-party harmless for claims based on this Contract or use of the Contractor provided supplies or services. Neither party shall be liable for incidental special or consequential damages. indemnified group's total liability for damages for fault or negligence shall be limited to one million dollars (\$1,000,000.00) or the initial contract amount, whichever is less.



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- 5.3 Indemnification – Patent and Copyright.** To the extent permitted by law, Contractor shall defend, indemnify, and hold harmless the indemnified group against any liability, including costs and expenses, for infringement of any patent, trademark, or copyright arising out of Contract performance or use by the indemnified group of materials furnished or work performed under the Contract. The County or YCWDB shall reasonably notify Contractor of any claim for which it may be liable under this paragraph.
- 5.4 Force Majeure.**
- 5.4.1** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract 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.
- 5.4.2** Force Majeure shall not include the following occurrences:
- 5.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 5.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 5.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- 5.4.3** 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 Contract 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 Contract.
- 5.4.4** 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.
- 5.5 Third Party Antitrust Violations.** The Contractor assigns to the YCWDB any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

6. Warranties

- 6.1 Liens.** The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 6.2 Quality.** Unless otherwise specifically stated in a document of higher precedence according to the Order of Precedence of Documents regarding a specific material item supplied under this contract, the Contractor warrants that, for one year after acceptance the YCWDB of the materials, they shall be:



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- 6.2.1** Of a quality to pass without objection in the trade under the Contract description;
- 6.2.2** Fit for the intended purposes for which the materials are used;
- 6.2.3** Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 6.2.4** Adequately contained, packaged and marked as the Contract may require; and
- 6.2.5** Conform to the written promises or affirmations of fact made by the Contractor.
- 6.3 Fitness.** The Contractor warrants that any material supplied to the YCWDB shall fully conform to all requirements of the Contract and all representations of the Contractor and shall be fit for all purposes and uses required by the Contract.
- 6.4 Inspection/Testing.** The warranties set forth in subparagraphs 1 through 3 of this section are not affected by inspection or testing of or payment for the materials or services by the YCWDB.
- 6.5 Compliance with Applicable Laws.** The materials and services supplied under this Contract shall comply with all applicable Federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements. The parties shall comply with all laws, statutes, ordinances, codes, rules and regulations, and applicable orders of public authorities, in performing this Contract, including but not limited to, environmental laws.
- 6.6 Survival of Rights and Obligations after Contract Expiration or Termination.**
 - 6.6.1 Contractor's Representations and Warranties.** All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the YCWDB is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
 - 6.6.2 Purchase Orders.** The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

7. YCWDB's Contractual Remedies

- 7.1 Right to Assurance.** If the YCWDB in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the YCWDB's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.
- 7.2 Stop Work Order.**
 - 7.2.1** The YCWDB may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the YCWDB after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor 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.



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

7.3 Non-exclusive Remedies. The rights and the remedies of the YCWDB under this Contract are not exclusive.

7.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the YCWDB may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code or pursue any other right or remedy available to it.

7.5 Right of Offset. The YCWDB shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the YCWDB, or damages assessed by the YCWDB concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages, including when such property is the responsibility of or in the custody of the Contractor, its employees or subcontractors.

8. Contract Termination

8.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the YCWDB may cancel this 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 the YCWDB 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 this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time.

8.2 Gratuities. The YCWDB may, by written notice, terminate this Contract, in whole or in part, if the YCWDB determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the YCWDB for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The YCWDB, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three (3) times the value of the Gratuity offered by the Contractor.

8.3 Suspension or Debarment. The YCWDB may, by written notice to the Contractor, immediately terminate this Contract if the YCWDB determines that the Contractor 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 contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the YCWDB.

8.4 Termination for Convenience. The YCWDB reserves the right to terminate the Contract, in whole or in part at any time when in the best interest of the YCWDB, without penalty or recourse. Upon receipt of the written notice, which shall be provided no less than 90 days, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the YCWDB. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the YCWDB upon demand. The Contractor 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. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.



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8.5 Termination for Default.

- 8.5.1** In addition to the rights reserved in the Uniform Terms and Conditions, and contract, the YCWDB may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 8.5.2** Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the YCWDB on demand.
- 8.5.3** The YCWDB may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the YCWDB for any excess costs incurred by the YCWDB in procuring materials or services in substitution for those due from the Contractor.

8.6 Cancellation for Lack of Appropriation. The YCWDB may cancel the Contract if the Board of Directors at any time fails to appropriate funds necessary for the performance of the Contract.

8.7 Termination / Return of Licensed Software. Either party shall have the right to terminate this Contract if the other party:

- 8.7.1** Assigns this Contract or any of its rights hereunder without obtaining the prior written consent of the other party, except as provided for in this Contract, where Contractor may assign this Contract and all of its rights and obligations hereunder, without the approval of the YCWDB, to a successor by operation of law, or by reason of the sale or transfer of all or substantially all of its stock or assets to another entity;
- 8.7.2** Neglects or fails to perform or observe any of its existing or future obligations under this Contract;
- 8.7.3** Makes an assignment for the benefit of creditors, or a receiver, trustee in bankruptcy, or similar officer is appointed to take charge of all or part of its property;
- 8.7.4** Is adjudged as bankrupt; or
- 8.7.5** Commits a non-remedial breach of the Contract terms, including if the YCWDB's distribution or use is in violation of this Contract.
- 8.7.6** If any of the above condition(s) are not remedied within thirty (30) days after written notice thereof has been given to the other party, the Contract may be cancelled.
- 8.7.7** In the event of cancellation and/or termination as set forth above, the YCWDB shall pay Contractor for the services rendered through the effective date of cancellation and/or termination based on the prevailing hourly billing rates on that date.

8.8 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.



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8.9 Services Upon Termination. Upon termination of the Contract by either party, or upon conclusion of the Term, Contractor shall be obligated within thirty (30) days of notification of termination, to assist the YCWDB in extracting all YCWDB-owned data from the system acquired by the YCWDB. Such assistance shall include personnel time and the contractor's best efforts, provision of non-proprietary documentation regarding the format and contents of the extracted data, verification that extracted data is complete and, in an industry,- standard format selected by Contractor and approved by the YCWDB, and other assistance necessary for the extraction of data. These services shall be performed at Contractor's then current fees for such services, which shall not exceed those fees charged to similar customers for such similar services.

8.10 The data shall include all the contents of all files created, maintained, and owned by the YCWDB, including all bibliographic data, holdings data, patron data, in-process transaction data associated with circulation control, cataloging, acquisitions, serials control, electronic journal holdings, and any other recoverable data. Wherever standards such as MARC exist for the format of that data, Contractor will furnish such data in that standard format or in the format requested the YCWDB.

8.11 These services will not be delayed or withheld by the Contractor in the event of any legal proceeding initiated.

9. Terrorism Country Divestments. Per A.R.S. § 35-392, the YCWDB is prohibited from purchasing from a company that is in violation of the Export Administration Act.

10. Israel Boycott Divestments. Pursuant to A.R.S. §35-393.01, public entities are prohibited from entering into contracts "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 goods or services from Israel." Certification does not include boycotts prohibited by 50 United States Code Section 4842 or a regulation issued pursuant to that section. Refer to A.R.S. §35-393.03.

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

(a) Based in part on the fact that the entity does business in Israel or in territories controlled by Israel.

(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 an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, limited liability company or other entity or business association, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate, that engages in for-profit activity and that has ten or more full-time employees.

11. Forced Labor of Ethnic Uyghurs in the People's Republic of China

11.1 Pursuant to A.R.S. §35-394, unless exempt, the Contractor must certify that it does not use, and agrees not to use during the term of the contract, any of the following:

a. Forced labor of ethnic Uyghurs in the People's Republic of China;

b. Any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; or

c. Any Contractors, Subcontractors, or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

d. Contractor is exempt from this certification requirement if Contractor is a sole proprietorship, Contractor has fewer than 10 employees, or Contractor is a non-profit organization.



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- 11.2** If Contractor becomes aware during the contract term that it is not in compliance with this certification, Contractor shall notify the District within five business days after becoming aware of the noncompliance. Contractor's failure to provide written certification to the District that it has remedied the noncompliance within one hundred eighty days of its notice to the District shall automatically terminate the contract if the contract has not already been terminated.

12. Contract Claims

- 12.1 Claim Resolution.** Notwithstanding any law to the contrary, all contract claims or controversies under the Contract are to be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9, and rules adopted thereunder, including judicial review under A.R.S. § 12-1518.
- 12.2 Mandatory Arbitration.** In compliance with A.R.S. § 12-1518, the parties agree to comply in a judicial review proceeding with any applicable, mandatory arbitration requirements.
- 12.3 Alternative Dispute Resolution.** No provision of any resultant contract shall require arbitration upon the YCWDB except by the YCWDB's express written consent given subsequent to the execution of the Contract. However, if both parties agree, disputes may be resolved through arbitration as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section. The parties expressly covenant and agree that in the event of a dispute arising from this Contract, each of the parties hereto waives any right to a trial by jury.
- 12.4** This Contract shall be governed by, and construed and enforced, in accordance with the laws of the State of Arizona. Any action or claim arising from, under, or pursuant to this Contract shall be brought in the courts, state or federal, within the State of Arizona, and the Parties expressly waive the right to bring any legal action or claim in any other court. The Parties hereby consent to venue in Yavapai County for all purposes in connection with any action or proceeding commenced between the Parties hereto in connection with or arising from this Contract.

13. Federal Requirements

- 13.1** By signing Attachment 1, Offer and Acceptance Form, Offeror certifies acknowledgement, understanding and adherence to Federal guidelines referenced in this section, and further agrees that Offeror-awarded contracts pursuant to this Contract are bound and governed by the same guidelines:
- 13.2** Title I of the Workforce Innovation and Opportunity Act (WIOA) of 2014, (Pub. L. 113-128); WIOA Final Regulations, 20 CFR Part 678 Description of the One-Stop System Under Title I of the WIOA; 20 CFR Part 679, 680, and 681; 2 CFR 200, TEGL 15-16, Uniform Guidance for Federal Financial Assistance, as applicable.
- 13.3** Audit Rights. In accordance with applicable Federal and State law, contract vendor's and subcontractor's books and records related to this contract may be audited at a reasonable time and place, for five years after completion of this Contract.
- 13.4** Breach of Contract Terms. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Pursuant to Federal Rule (A), when a Contracting Entity expends federal funds, it reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.



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- 13.5** Buy America. The Contracting Entity has a preference for domestic end products for supplies acquired for use in the United States when spending federal funds (purchases that are made with non-federal funds or grants are excluded from the Buy America Act). Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act.
- 13.6** Civil Right Compliance. In accordance with Federal civil rights law, any entity receiving Federal funds is prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded with federal dollars.
- 13.7** Clean Air Act. The Offeror - and its subcontractors - will comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, Executive Order 11738 and Environmental Protection Agency regulations which prohibit the use, under nonexempt federal contracts, grants or loans to facilities included on the EPA List of Violating Facilities.
- 13.8** Contract Work Hours and Safety Standards Act. The Offeror shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR Part 5). (Only applies to contracts over \$100,000).
- 13.9** Contractor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The Contracting Agency must report all suspected or reported violations to the Federal awarding agency. Pursuant to Federal Rule (D), when the School District expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.
- 13.10** Debarment. The Offeror shall certify that they have not been debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive order 12549 and 12689. The Offeror shall comply with regulations implementing Office of Management and Budget Guidance in Non-procurement Debarment and Suspension codified at 2 CFR Part 180 and 2 CFR Part 417. These regulations restrict transactions with certain parties that are debarred, suspended or otherwise excluded from, or ineligible for, participation in Federal assistance programs or activities. (Only applies to contracts over \$25,000).
- 13.11** Equal Opportunity Employer. The Offeror shall comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
- 13.12** E-Verify. The Offeror warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, Subsection A. (That subsection reads: After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.)
- 13.13** General Statement on Patents, Copyrights, etc. Offeror must follow all applicable Federal requirements and regulations, including those related to reporting, patent rights, copyrights, data rights and those mandated by federal agencies making awards of federal funds.
- 13.14** Independent Price Determination. The Offeror guarantees that all prices in this Proposal have been arrived at independently, without consultation, communication or agreement with other Offerors for the purpose of restricting competition.
- 13.15** Licenses and Permits. The Offeror shall maintain in current status all federal, state and local licenses and permits required for the operation of the business conducted by the Offeror.



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- 13.16** Lobbying. Pursuant to Byrd Anti-Lobbying Amendment 31 USC 1352, the Offeror must disclose lobbying activities in connection with any regulative body that oversees activities related to or involved with this solicitation. If there are material changes after the initial filing, updated reports must be submitted on a quarterly basis. 7CFR § 3018.100 (Only applies to contracts over \$100,000)
- 13.17** Pursuant to 31 USC 1352, the Offeror must submit a certification regarding lobbying which conforms in substance with the language provided in 2 CFR Part 200.450. No appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress.
- 13.18** Negotiation. In the event only one proposal is received, or no other price comparison is available for review, 2 CFR 200.323 (b) shall apply. It states the non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and, in all cases, where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work. Contracting Entity shall not conduct other negotiations outside of this requirement.
- 13.19** Prohibition on certain Telecommunication Devices. Contract vendor and its subcontractors shall comply with provisions as described in CFR 200.216 and Public Law 115-232, section 889 for prohibition on certain telecommunications and video surveillance services or equipment to procure or obtain, extend or renew or enter into a contract to procure or obtain equipment, services or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as a critical technology as part of any system as described in Public Law 115-232, section 889.
- 13.20** Termination Clause. The Contracting Entity may terminate the contract for cause and for convenience. (Appendix II to 2 CFR Part 200) in the event Contractor fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. (Only applies to contracts over \$10,000)



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1. Pre-Offer Conference

- 1.1. A Pre-Offer Conference will not be held.

2. Inquiries

- 2.1. All questions related to this solicitation shall be in writing and submitted via the "Vendor Discussions" tab in the Bonfire portal, no later than 3:00 PM on March 24, 2025.
- 2.2. Offerors shall not contact or ask questions of the YCWDB, any library staff person or any other related party regarding this procurement. As outlined in the Uniform Instructions to Offerors, timeliness is expected, and any inquiry received after the deadline may not be answered.

3. Preparation of Proposals

- 3.1. Electronic Documents. This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the YCWDB shall take precedence. As outlined in the Uniform Instructions to Offerors, Offerors are responsible for clearly identifying any changes or modifications to any solicitations document upon submission to the YCWDB.
- 3.2. Attachment Formats. All attachments shall be submitted in a format acceptable to the YCWDB. Acceptable formats include .doc (Microsoft Word document), .xls (Microsoft Excel spreadsheet), and .pdf (Adobe Acrobat portable document format). Prospective offerors that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.
- 3.3. Confidential Information. If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (price is not confidential and will not be withheld). Such material shall be identified as confidential wherever it appears. The County, pursuant to A.A.C. R2-7-103, shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
 - 3.3.1. 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.
 - 3.3.2. Until a final determination is made, the procurement officer shall not disclose information designated as confidential under except to those individuals deemed by the procurement officer to have a legitimate County interest.
 - 3.3.3. Upon receipt of a submission, the procurement officer shall make one of the following written determinations:
 - 3.3.3.1. The designated information is confidential and the procurement officer shall not disclose the information except to those individuals deemed by procurement officer to have a legitimate County interest;
 - 3.3.3.2. The designated information is not confidential; or
 - 3.3.3.3. Additional information is required before a final confidentiality determination can be made.



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3.3.3.4. If the 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 Yavapai County Attorney's Office.

3.3.4. A procurement officer may release information designated as confidential if:

3.3.4.1. A request for review is not received by the Yavapai County Attorney's Office within the time period specified in the notice; or

3.3.4.2. The Yavapai County Attorney's Office, after review, makes a written determination that the designated information is not confidential.

3.4. Contract Payment Terms. Offerors must indicate the prompt payment terms that they will offer to the YCWDB (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, offeror's payment terms shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days.

3.5. Duty to Examine. Contractor is expected to examine all instructions, forms, terms, and specifications included in the solicitation. Failure to furnish all information required by the solicitation or submitting an offer that is not substantially responsive to the solicitation may result in the rejection of the offer. If the offer is not substantially responsive, it may be rejected and may not subsequently be made responsive by the contractor correction of the nonconformity.

3.6. Offer Format. One (1) electronic Proposal shall be submitted.

3.6.1. Offer shall be submitted on the forms and in the format as outlined in the solicitation.

3.6.2. The electronic proposal must be submitted in the Bonfire portal at <https://sunnypathassoc.bonfirehub.com/opportunities>.

4. Submission of Proposal

4.1. Offer Submission, Due Date, and Time. In accordance with Uniform Instructions to Offerors, 4.1, Sealed Envelope or Package, proposals in response to this solicitation shall be submitted in a sealed package and electronically and received on or before the due date and time found on the Solicitation cover sheet. Proposals received after the due date and time shall not be considered.

4.2. Sealed Proposal Package. Offeror shall submit the following Attachments. Failure to follow any instructions may result in rejection of the Proposal.

4.2.1. **Attachment 1, Offer and Acceptance.** Offeror shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form must be signed with an original signature by the authorized company representative submitting the Proposal and shall be submitted within the Proposal package no later than the due date and time listed. Failure to include an Offer and Acceptance Form shall result in rejection of the Offer.

4.2.2. **Attachment 2, Questionnaire.** Offeror must include this Attachment, which includes the Company Profile, Company Structure, Financial Stability, Management and Operations and References information. The Questionnaire is represented electronically in Excel format and shall be used for electronic upload. Failure to provide the Questionnaire shall result in rejection of the Offeror.



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- 4.2.2.1. Company Profile. Legal business name, address and primary contact person, website information, number of years in business, as well as the date established, ownership information is requested. An out-of-state firm should include a certificate of good standing from their applicable jurisdiction or may be considered non-responsive. Legal matters and contract termination disclosures are also included in this section.
- 4.2.2.2. Financial Stability. Confirmation that the firm has the financial resources to fulfill the contract requirements, also taxes information and bankruptcy information is requested.
- 4.2.2.3. Management and Operations. Details concerning management and operations such as insurance, and additional agreements, if applicable, are requested. Acceptable agreements shall include: a non-appropriate clause; governed by the laws of the State of Arizona; and net payment is thirty (30) days.
- 4.2.2.4. References. Provide at least three (3) references for projects that are similar to this Scope of Work completed for similar entities. The YCWDB may, at its sole discretion, contact additional customers who are not presented as references.
- 4.2.2.5. Statement of Work. Offerors are asked to confirm understanding of the Statement of Work and related information outlined. This section provides firms with an opportunity to provide further information and clarity supporting the narrative proposal.
- 4.2.3. **Attachment 3, Budget Cost Form.** Offeror must include this Attachment. Offeror must use the electronic Excel form provided in the RFP. The YCWDB requests separate budgets for each service area for evaluation: One-Stop Operator; Youth; Adults; and Dislocated Workers. All costs must be identified to provide services outlined herein and for which funding will be requested for reimbursement. All included costs must be reasonable, allowable, necessary, and allocable among the stated cost categories, and based on cost principles from 2 CFR 200 and CFR 2900. For a One-Stop Operator and workforce services, the primary cost categories include "administrative costs" related to managing the operation and "program costs" directly associated with delivering services to job seekers and employers, with further breakdowns often including personnel, facility costs, technology, training, and outreach activities depending on the specific services provided.
- 4.2.4. **Attachment 4, Non-Collusion Affidavit.** Offeror shall include a signed and notarized form to attest there was no collusion or any related impropriety, as outlined in the Uniform Instructions to Offerors.
- 4.2.5. **Attachment 5, Conformance and Disclosure Statements.** shall include a signed form indicating conformance and disclosures related to confidential information, conflict of interest, Israel Boycott Divestments, and Forced Labor of Ethnic Uyghurs in the People's Republic of China certifications.



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- 4.2.5.1. **Confidential/Proprietary Information.** Proposals submitted in response to this solicitation are subject to Arizona public records law. Any portion of the bid that is considered confidential in nature shall be denoted on the form and separated into a Confidential Information section in the bid. This section is not required. Any confidential information within it cannot be removed once the bid has been submitted. The YCWDB shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.
- 4.2.5.2. **Deviations and Exceptions.** Offeror shall submit any deviation or exception for any item listed in the solicitation. The page, section and item shall be clearly indicated. Any deviation /exception or inability of the offeror to deliver or produce a particular item, material or service must be clearly and fully stated. Failure to show specific deviations indicates full compliance with the solicitation.
- 4.2.5.3. **Conflict of Interest Disclosure.** Offeror shall include signed disclosure to identify any conflicts of interest between any County officials, employees and suppliers as outlined.
- 4.2.5.4. **Boycott of Israel Disclosure.** Offeror shall include certification regarding the boycott of Israel in accordance with A.R.S. §35-393 et seq.
- 4.2.5.5. **Forced Labor of Ethnic Uyghurs in the People's Republic of China.** Offeror shall include certification regarding the use of forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China in accordance with A.R.S. §35-394 et seq.
- 4.2.6. **Attachment 6, IRS W-9 Form.** Offeror should include a current IRS W-9 form. As indicated in the Uniform Instructions to Offerors, this form is required to be on file with the YCWDB in order to receive payment, unless not required by law.

5. Responsibility, Responsiveness and Acceptability

- 5.1. In accordance with A.R.S. §41-2534(G), A.A.C. R2-7-C312 and R2-7-C316, the YCWDB shall consider the following in determining offeror's responsibility as well as the responsiveness of proposals submitted in response to the solicitation.
- 5.2. Offerors may not be considered responsible if they have been debarred from the practice of their profession that would otherwise be necessary in the provision of goods and services under any resulting contract.
- 5.3. Offerors may not be considered responsible if they have had a contract with the YCWDB, within the last three (3) years, that was terminated for cause, due to breach or similar failure to comply with the terms of any such contract. Offerors may also not be considered responsible if there is factual evidence of their frequent and reoccurring failure to satisfy the terms of their agreements and contractual relationships, both with the YCWDB or other government entities. Factual evidence shall consist of any documented vendor performance reports, customer complaints and/or negative references.



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5.4. Proposals may not be considered responsive if they are not submitted in the requested format; if they include significant exceptions to any requirements, terms or conditions that render the proposal unacceptable; or do not contain sufficient contents with which to evaluate the proposal, e.g., method of approach, key personnel, references, prices or pricing, other requested information.

5.5. Determinations of non-responsibility and/or non-responsiveness shall be made in writing and shall set forth the basis for the determination. Proposals determined to be non-responsible or proposals determined to be non-responsive, may be set aside at the time of the determination without further evaluation. Offerors will be notified if their offer is set aside for either of these reasons.

6. Opening

6.1. Proposals received by the correct time and date shall be opened and the offeror's pricing shall be publicly read. All other information contained in the offer shall remain confidential until award is made. Proposals will not be subject to public inspection until after contract award.

7. Clarifications

7.1. Upon receipt and opening of proposals submitted in response to this solicitation, and in accordance with A.A.C. R2-7-C313 the YCWDB may request clarifications for the sole purpose of information gathering or for eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarification means communication with Offeror for the sole purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the Offer. It is achieved by explanation or substantiation, either in a written response to an inquiry from the YCWDB or as initiated by Offeror. Clarifications shall not afford Offerors the opportunity to alter or change their offer.

8. Oral Presentations

8.1. The YCWDB may request oral presentations. If requested, the Offeror shall be available for oral presentations with no more than ten (10) business days advance notice. Participants in the oral presentations should include the Offeror's key personnel assigned to this project. Such oral presentations shall not otherwise afford an Offeror the opportunity to alter or change its Offer.

9. Evaluation

In accordance with A.R.S. § 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the County based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance. Exceptions to the Terms and Conditions, as stated in the Uniform Instructions to Offerors, Section 3.5, may impact an Offeror's susceptibility for award.

Criteria	Points
Method of Approach	480
Capacity of the Responder	220
Budget	200
Conformance	100
Total Points	1000
Company Financial Stability	Pass/Fail
Demonstrations/Interviews – Only short-listed Responders are eligible to receive points	250 pts



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10. Discussions

- 10.1. After the initial receipt of proposals, pursuant to A.A.C. R2-7-C314, the YCWDB reserves the option to conduct discussions with those Offerors who submit Proposals determined by the YCWDB to be reasonably susceptible of being selected for award.

11. Best and Final Offers

- 11.1. If discussions are conducted pursuant to A.A.C. R2-7-C315, the YCWDB may issue a written request for Best and Final Offers. If Offerors do not submit a notice of withdrawal or a Best and Final Offer, the immediate previous offer will be construed as the Best and Final Offer. Best and final offers shall be requested only once, unless the YCWDB makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

12. Contract Award

- 12.1. Contract award will be made based on the evaluation criteria set forth in the solicitation to the most responsive and responsible Offeror whose offer is determined to be the most advantageous to the YCWDB. The contract shall be awarded to the offeror whose proposal is determined to be most advantageous to the YCWDB based on the factors set forth in the Request for Proposal. No other factors or criteria may be used in the evaluation. The procurement file shall contain the basis on which the award is made. It is tentatively anticipated that an award will be made at the Yavapai County Board of Supervisors meeting in April 2025 but may be changed if deemed advantageous by the YCWDB.



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1. Definition of Terms

In addition to the definitions specified in A.A.C. R2-7-101, the terms listed below are defined as follows:

- 1.1. **"Attachment"** means any item the Solicitation requires an Offeror to submit as part of the Offer.
- 1.2. **"Contract"** means the combination of the executed Agreement entered into pursuant to this Solicitation in a format in accordance with the Specimen Contract, the Solicitation, including the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work, the Offer, any Clarifications, and any Best and Final Offers; and any Solicitation Amendment or Contract Amendments.
- 1.3. **"Contract Amendment"** means a written document signed by the Procurement Officer issued for the purpose of making changes in the Contract.
- 1.4. **"Contractor"** means any person who has a Contract with a governmental unit in Yavapai County.
- 1.5. **"Days"** means calendar days unless otherwise specified, and time measured in days in which an act is required to be done shall be computed according to A.R.S. §1-243.
- 1.6. **"Exhibit"** means any document or object labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7. **"Gratuity"** means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
- 1.8. **"Materials"** means all property, including equipment, supplies, software, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9. **"Offer"** means a response to a solicitation.
- 1.10. **"Offeror"** means a vendor who responds to a Solicitation.
- 1.11. **"Procurement Officer"** means the person, or his or her designee, duly authorized by the YCWDB to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.12. **"Responsible Offeror"** means the Offeror who has the capability to perform the contract requirements and the integrity and reliability to assure complete and good faith performance.
- 1.13. **"Responsive Offeror"** means the Offeror who submits an offer that conforms in all material respects to this Solicitation, including the Instructions, Term and Conditions, Plans and Specifications, which are incorporated herein by this reference.
- 1.14. **"Services"** means as defined in A.R.S. § 41-2503(35), which, for convenience of reference only, is "... the furnishing of labor, time, or effort by [the] [C]ontractor or [S]ubcontractor which does not involve the delivery of a specific end product other than required reports and performance [but] does not include employment agreements or collective bargaining agreements." Services includes Building Work and the service aspects of software described in Materials.
- 1.15. **"Solicitation"** means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), a Request for Qualifications ("RFQ"), or any other invitation or request issued by the purchasing agency to invite a person to submit an offer.
- 1.16. **"Solicitation Amendment"** means a change to the Solicitation issued by the Procurement Officer.
- 1.17. **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.



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2. Inquiries

- 2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting an Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time nor shall it give rise to any Contract claim.
- 2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation, shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.
- 2.3. Submission of Inquiries. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number, page, and paragraph and must be submitted in writing. Do not place the Solicitation number on the outside of the envelope containing the inquiry since it may then be identified as an Offer and not be opened until after the Offer Deadline. Offerors are prohibited from contacting any YCWDB employee other than the Procurement Officer concerning the procurement while the solicitation and evaluation are in process.
- 2.4. Timeliness. Any inquiry or exception to the Solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the YCWDB. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal or Electronic Mail Responses. An Offeror shall not rely on verbal or electronic mail responses to inquiries. A verbal or electronic mail reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment. Each Amendment should be acknowledged by the person signing the Offer. Failure to acknowledge a Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment may result in rejection of the Offer.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under the Solicitation, the date, time and location shall appear on the Solicitation cover. Offerors should raise any questions about the Solicitation at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a Solicitation Amendment.
- 2.8. Persons with Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Procurement Officer. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Electronic Documents. The Solicitation is provided in an electronic format. Offerors are responsible for clearly identifying any and all changes or modifications to any Solicitation documents. Any unidentified alteration or modification to any Solicitation, attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. Offeror's electronic files shall be submitted in a format outlined in the solicitation. Acceptable formats include .doc and .docx (Microsoft Word), .xls and .xlsx (Microsoft Excel), .ppt and .pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat). Offerors wishing to submit files in any other format shall submit an inquiry to the Procurement Officer.
- 3.2. Forms: No Facsimile or Electronically Submitted Offer. An offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation will be legible and contain the same information requested on the form. A facsimile or electronically submitted Offer shall be rejected unless otherwise outlined.



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- 3.3. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer must be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.4. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of an intent to be bound, such as a signature, shall result in rejection of the Offer.
- 3.5. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the YCWDB as a part of any resulting Contract.
- 3.6. Subcontractors. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.7. Cost of Offer Preparation. The YCWDB will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.8. Solicitation Amendments. Unless otherwise stated in the Solicitation, each Solicitation Amendment shall be signed with an original signature by the person signing the Offer and shall be submitted no later than the Offer due date and time. Failure to return a signed copy of a material Solicitation Amendment or to follow the instructions for acknowledgement of the Solicitation Amendment shall result in rejection of the Offer.
- 3.9. Federal Excise Tax. YCFLDs/public entities are exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be prepared upon request.
- 3.10. Provision of Tax Identification Numbers. Offerors are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance form.
- 3.11. Identification of Taxes in Offer. YCFLDs are subject to all applicable state and local transaction privilege taxes. If Arizona resident Offerors do not indicate taxes on a separate item in the Offer, the YCWDB will conclude that the price(s) offered includes all applicable taxes. At all times, payment of taxes and the determination of applicable taxes and rates are the sole responsibility of the Offeror.
- 3.12. Disclosure. If the firm, business, or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state, or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer 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 the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above must be provided.
- 3.13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
 - 3.13.1. Amendments;
 - 3.13.2. Special Terms and Conditions;
 - 3.13.3. Uniform Terms and Conditions;
 - 3.13.4. Statement or Scope of Work;



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- 3.13.5. Specifications;
 - 3.13.6. Attachments;
 - 3.13.7. Exhibits;
 - 3.13.8. Special Instructions to Offerors; and
 - 3.13.9. Uniform Instructions to Offerors.
- 3.14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all delivery and unloading at the destination(s).
- 3.15. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The YCWDB may, at its sole discretion, require evidence of compliance during the evaluation process. Should the YCWDB request evidence of compliance, the Offeror shall have five days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the Offer not being considered for contract award.
- 3.16. Offshore Performance of Work Prohibited. Any services that are described in the specifications or scope of work that directly serve the YCWDB 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 contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the Offer.

4. Submission of Offer

- 4.1. Sealed Envelope or Package. Offerors responding to the solicitation must submit the offer electronically through the Bonfire e-procurement system. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of the Bonfire portal, not received by the County or those that are received after the due date and time shall be rejected.
- 4.2. Offer Due Date and Time. Offers shall be received before the due date and time stated in the solicitation. Offers that are received after the due date and time shall not be considered.
- 4.3. Offer and Acceptance. Offers shall include a signed Offer and Acceptance form. The Offer and Acceptance form shall be signed with a signature by the person authorized to sign the Offer and shall be submitted in the sealed offer package no later than the Solicitation due date and time. Failure to return an Offer and Acceptance form may result in rejection of the Offer.
- 4.4. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.
- 4.5. Public Record. Under applicable law, all Offers submitted and opened are public records and must be retained by the YCWDB. Offers shall be open and available to public inspection after Contract award, except for such Offers deemed to be confidential by the YCWDB pursuant to A.A.C. R2-7-C317. If an Offeror believes that information in its Offer contains confidential trade secrets or other proprietary data not to be disclosed as otherwise required by A.R.S. §39-121, a statement advising the YCWDB of this fact shall accompany the submission and the information shall be so identified wherever it appears. Contract terms and conditions, pricing, and information generally available to the public are not considered confidential information under this Section.
- 4.6. Non-collusion, Employment, and Services. By signing the Offer and Acceptance form or other official contract form, the Offeror certifies that:



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- 4.6.1. The prices have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Offeror or with any competitor; the prices which have been quoted have not been nor will not be disclosed directly or indirectly to any other Offeror or to any competitor; nor attempt has been made or will be made to induce any person or firm to submit or not to submit, an Offer for the purpose of restricting competition. Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and
- 4.6.2. It does not discriminate against any employee, applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with all applicable federal, state, and local laws and executive orders regarding employment, Federal Executive Order 11246 and A.R.S. §41-1461 through 1465; and
- 4.6.3. Offeror warrants that it and all proposed subcontracts will maintain compliance with Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and § 23-214, and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program; and all other laws and regulations; and
- 4.6.4. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law; and
- 4.6.5. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; and
- 4.6.6. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal Contract, grant, loan or cooperative agreement; and
- 4.6.7. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act; and
- 4.6.8. The Offeror warrants that it and all proposed subcontracts are not currently engaged in and agrees for the duration of this Contract that it will not engage in, a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 4.6.9. The Offeror warrants that it and all proposed subcontracts are not currently engaged in, and agrees for the duration of this Contract that it does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China, in accordance with A.R.S. § 35-394.



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5. Additional Information

- 5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.
- 5.2. Taxes. The amount of any applicable transaction privilege or use tax will not be a factor when determining lowest bidder.
- 5.3. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.
- 5.4. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its Offer rejected.
- 5.5. Offer Acceptance Period. An Offeror submitting an Offer under the Solicitation shall hold its Offer open for the number of days from the Offer due date that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for Proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.
- 5.6. Payment. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment within thirty (30) days.
- 5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the YCWDB reserves the right to:
 - 5.7.1. Waive any minor informality;
 - 5.7.2. Reject any and all Offers or portions thereof; or
 - 5.7.3. Cancel the Solicitation.

6. Award

- 6.1. Number of Types of Awards. Where applicable, the YCWDB reserves the right to make multiple awards multiple awards or to award a Contract by individual line items or alternatives, by a group of line items or alternatives, or by designated regions or locations, or incrementally or an aggregate award, whichever is deemed most advantageous to the YCWDB. If the Procurement Officer determines that an aggregate award to one Offeror is not in the YCWDB's interest, "all or none" Offers shall be rejected.
- 6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in writing by the Yavapai County Board of Supervisors and execution by both the Offeror and the Yavapai County Workforce Development Board of Supervisors of a negotiated contract arising from the received Offer. A notice of award or of the intent to award shall not constitute acceptance of the Offer.
- 6.3. Effective Date. The effective date of the Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

- 7.1. A protest of this Solicitation or an Award may be made by an interested party as defined by law. Protests shall be in writing and be filed with the Clerk of the Yavapai County Board of Supervisors (where the initial Offer was submitted). A protest based on alleged improprieties that are apparent before the Offer Deadline must be delivered to the Clerk of the Yavapai County Board of Supervisors before the Offer Deadline. A protest of this Solicitation or an Award for any other reason must be delivered to the Clerk of the Yavapai County Board of Supervisors within ten (10) days after County makes the procurement file available for public inspection, unless County finds good cause for the delay of the interested party. The County will make the procurement file available for public inspection when an award is made.



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Solicitation No: RFP #26-30-YCWDB-001

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- 7.2. A protest shall include:
 - 7.2.1. The name, addresses, and telephone number of the interested party;
 - 7.2.2. The signature of the interested party or its representative;
 - 7.2.3. Identification of the soliciting entity and the Solicitation Number;
 - 7.2.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
 - 7.2.5. The form of relief requested.
- 7.3. The interested party shall supply any other information requested by the Yavapai County Workforce Development representative within 10 days of the request.
- 7.4. Protests based upon alleged improprieties in a solicitation that are apparent before the due date and time for responses to the Solicitation, shall be filed before the due date and time for responses to the Solicitation.
- 7.5. In cases other than those covered above in 7.2 of the section, the interested party shall file the protest within 10 days after the YCWDB makes the procurement file available for public inspection.
- 7.6. The interested party may file a written request for an extension of the time limit for protest filing. The written request for an extension shall be filed with the YCWDB Representative before the expiration of the time limit and shall set forth good cause as to the specific action or inaction of the YCWDB that resulted in the interested party being unable to file the protest within the 10 days. The YCWDB representative shall approve or deny the request in writing, state the reasons for the determination, and, if an extension is granted, set forth a new date for submission of the filing.



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Proposal Format

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

- **One (1) electronic proposal is required. Electronic documents must be uploaded using the Bonfire portal at: <https://sunnypathassoc.bonfirehub.com/opportunities>.**
- The YCWDB will not assume responsibility for any costs related to the preparation or submission of the proposal. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal. All items stated or referred to in this section should be provided. Each proposal should be submitted on the forms and in the format specified in the RFP.
- Proposal responses should provide straightforward, concise information that satisfies the requirements outlined herein. Emphasis should be placed on conformity to the specifications, and terms and conditions, as well as the completeness and clarity of the submittal content. All information contained in the Proposal shall be current and factual.

The Proposal shall include at a minimum:

1. Method of Approach

The Offeror must provide a narrative response, in no more than fifteen (15) pages, to describe the following, as related to the Scope of Work

- 1.1. Overview. Provide a summary of the proposed provider offering and how it meets the requirements of the solicitation. Include all necessary details.
- 1.2. Approach and Timeline. Describe the firm's overall philosophy and approach to this specific project, including any perceived difficulties or challenges. Include details on how to ensure a smooth transition and implementation process.
- 1.3. Provide a brief narrative regarding the program(s), as outlined in the Statement of Work, Pages 8-16, and supported by the responses in Attachment 2, Questionnaire. Include a description of your ability to provide introductory training on-site to YCWDB and YCWDB staff at the time of implementation.

2. Capacity of the Responder

The Offeror must provide a narrative response, in no more than five (5) pages for each area listed, to describe the following, as related to the Scope of Work:

- 2.1. Qualifications and Experience. Describe the qualifications and experience of the key personnel to be assigned to the YCWDB. Describe your proposed project management structure for the implementation, and related activities, including the dedicated staff and related credentials.
- 2.2. Key Personnel. Include Name, Title, areas of expertise related to the Scope of Work, years within the firm and contact details. The proposed role, including functions and tasks for which they will have prime responsibilities, should also be included if not identified above.
- 2.3. Subcontractors and Consultants. Firm shall detail all services that will be performed with any subcontractors or consultants. All subcontractors and consultants proposed for this Contract shall be included in this section, including Name, Address, and relevant contact details.



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Proposal Format

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

- 2.4. Questionnaire. **Attachment 2, Questionnaire** is represented in Excel format and this file shall be used for electronic upload of the required information for evaluation purposes. **This information shall support the narrative proposal response.** This Questionnaire provides the Company Profile, which provides Company Structure, Financial Stability, Management & Operations and References information. It also includes confirmation of understanding of the Statement of Work. Failure to provide the Questionnaire shall be considered non-responsive.

3. Cost

- 3.1. Provide a Budget Narrative that describes and breaks down all expenses in the Attachment 3, Budget Cost Form, including sufficient details to enable assessment of cost reasonableness. The following items should be included in the Budget Narrative:
- A. Leveraged funds from your organization with an explanation of how funds will support proposed OSO and/or Title I services.
 - B. Description of specific in-kind resources and donated time from your organization with explanation of how these resources will support proposed OSO and/or Title I services.
 - C. Any additional expenses related to the proposed FTE, such as travel costs, benefits, staff training, supplies, equipment rental, and any other expenses that may apply.
- 3.2. **Attachment 3, Budget Cost Form** is represented in Excel format. The form shall be used for electronic upload of the requested cost information. Failure to provide the Cost Form shall be considered non-responsive.

4. Other Required Forms

- **Signed Offer and Acceptance form (Attachment 1)**
- Budget Cost Form **PDF version (Attachment 3)**
- **Notarized Non-Collusion Affidavit (Attachment 4)**
- Conformance and Disclosure Statements (**Attachment 5**)
- IRS W-9 Form (**Attachment 6**)
- ALL **Amendment(s)**, if applicable, signed and dated.
- Any other type of agreement the Firm requests shall be included.

5. Confidential/Proprietary Information (if applicable)

- 5.1. All information or sections requested for confidential/proprietary, or trade secret consideration and review shall be included in this area in accordance with A.A.C. R2-7-C317.



Yavapai County

Workforce Development Board

Attachment 1 Offer and Acceptance Form

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

The Undersigned hereby offers and agrees to furnish the products, services and/or construction in compliance with the Solicitation indicated above and our Offer indicated by the authorized signature below.

Company Name		Contact and Printed Name of Person Authorized to Sign Offer:
Arizona Transaction (Sales) Privilege Tax License No.		Title:
Federal Employer Identification No.		
Street Address		Phone
City		E-mail
State	Zip	Signature

CERTIFICATION

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

1. The submission of the Offer did not involve collusion or other anti-competitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, [Arizona] State Executive Order 2009-9, and 2023-01, or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted Offer. Failure to provide a valid signature affirming the stipulations required by this clause may result in rejection of the Offer. Signing the Offer with a false statement shall void the Offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror warrants that it and all proposed subcontractors will maintain compliance with the Federal Immigration and Nationality Act (FINA), A.R.S. § 41-4401 and A.R.S. § 23-214 and all other Federal immigration laws and regulations related to the immigration status of its employees which requires compliance with Federal immigration laws by employers, contractors, and subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.
5. In accordance with A.R.S. § 35-392, the Offeror is in compliance and shall remain in compliance with the Export Administration Act.
6. In accordance with A.R.S. § 35-393, the Offeror is not currently engaged in, and agrees for the duration of the contract to not engage in, a boycott of Israel.
7. In accordance with A.R.S. § 35-394, the Bidder does not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China and for the duration of the contract.
8. By submission of this Offer, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
9. By submission of this Offer, that no Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a Cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

ACCEPTANCE OF OFFER (To be executed by the YCWDB)

The Offer is hereby accepted. Contractor is now bound to sell the materials and/or services offered to and accepted by the Yavapai County, in accordance with Solicitation No. RFP #26-30-YCWDB-001, including all terms, conditions, specifications, and amendments. Contractor must not commence any billable work or provide any materials or services under this Contract unless and until authorized in writing. This Contract shall be referred to as **RFP #26-30-YCWDB-001 One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers** and effective the award date unless otherwise noted.

Awarded this ____ day of _____, 20____

Effective Date _____, 20____

AUTHORIZED SIGNATURE _____



Yavapai County

Workforce Development
Board

Attachment 2 Questionnaire

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

Attachment 2, Questionnaire (Q-26RS) is represented electronically in Excel format and shall be used for upload into the Bonfire portal. This form provides the Company Profile, including Company Structure, Financial Stability, Management & Operations and References. It also includes confirmation of understanding of the Statement of Work. **Failure to provide this Attachment electronically as requested in Bonfire shall result in rejection of the Proposal.**



Yavapai County

Workforce Development Board

Attachment 3 Budget Cost Form

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

Attachment 3, Budget Cost Form (BT-58OU) is represented electronically in Excel format and shall be used for upload of costs into the Bonfire portal. **Failure to provide Attachment 3 electronically as requested in Bonfire shall result in rejection of the Proposal. This form does not count towards the 15-page Proposal Narrative limit.**

- Sections for each service area are represented: One Stop Operator, Youth, Adults and Dislocated Workers.** All costs must be identified to provide services outlined herein and for which funding will be requested for reimbursement. All included costs must be reasonable, allowable, necessary, and allocable among the stated cost categories, and based on cost principles from 2 CFR 200 and CFR 2900.

For a One-Stop Operator and workforce services, the primary cost categories include "administrative costs" related to managing the operation and "program costs" directly associated with delivering services to job seekers and employers, with further breakdowns often including personnel, facility costs, technology, training, and outreach activities depending on the specific services provided.

- Personnel Costs:** Salaries and benefits for staff involved in case management, career counseling, job search assistance, employer outreach, administrative support, and leadership roles.
- Facility Costs:** Rent or lease payments for the One-Stop center space, utilities, maintenance, and office supplies.
- Technology Costs:** Software subscriptions for job matching systems, client management databases, online training platforms, and website maintenance.
- Training Costs:** Staff training on new workforce development programs, compliance requirements, and best practices.
- Outreach and Marketing Costs:** Advertising campaigns to promote services, community events, and partnerships with other organizations.
- Administrative Costs:** Costs related to managing the overall operation, including accounting, budgeting, reporting, compliance oversight, and quality assurance.

- Important Considerations to include in the Budget Cost Form and Narrative**

A Budget Narrative is required that describes and breaks down all expenses outlined in Attachment 3, Budget Cost Form. This must include sufficient details to enable assessment of cost reasonableness. Consideration of the following should be included in the development of the Budget Cost Form and Narrative.

- Direct vs. Indirect Costs:** Costs can be further categorized as direct (directly attributable to a specific program or service) and indirect (overhead costs shared across multiple programs).
- Partner Organizations:** When a One-Stop Operator collaborates with other agencies, the cost breakdown may need to include cost-sharing arrangements with partners providing specific services.
- Leveraged funds from your organization with an explanation of how funds will support proposed OSO and/or Title I services.
- Description of specific in-kind resources and donated time from your organization with explanation of how these resources will support proposed OSO and/or Title I services.
- Any additional expenses related to the proposed FTE, such as travel costs, benefits, staff training, supplies, equipment rental, and any other expenses that may apply.



Yavapai County

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Attachment 4 Non-Collusion Affidavit

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

State of _____ County of _____

)
) ss.
)

_____, affiant,
(Print Name of Person Authorized to Sign Offer)

the _____
(Title)

(Company Name)

the persons, corporation, or company who makes the accompanying Proposal, having first been duly sworn, deposes and says:

That such Offer is genuine and not sham or collusive, nor made in the interest of, or behalf of, any persons not herein named, and that the Offeror has not directly or indirectly induced or solicited any other Offeror to put in a sham Offer, or any other person, firm or corporation to refrain from offering, and that the Offeror has not in any manner sought by collusion to secure for itself an advantage over any other Offeror; and

That Offeror has taken steps and exercised due diligence to ensure that Offeror has not offered, conferred, or agreed to confer any personal gift or benefit on a person who supervises or participates in contracts, purchases, payments, claims or other financial transactions, or on a person who supervises or participates in planning, recommending, selecting or contracting for materials, services, goods, construction or construction services of the YCWDB.

~~(Signature of Person Authorized to Sign Offer)~~ _____

~~(Title)~~ _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

~~Signature of Notary Public in and for the~~ _____

State of _____

County of _____



Yavapai County

Workforce Development Board

Attachment 5 Conformance and Disclosure Statements

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

1. In accordance with A.A.C. R2-7-C317, Confidential/Proprietary Information:

- ☐ This response does not contain confidential/proprietary or trade secret information. I understand that my entire response will become public record.
- ☐ This 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.

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 are proprietary or a trade secret, a process is set out in A.A.C. R2-7-103, 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).

NOTE: 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. YCWDB may make its own determination on materials in accordance with A.A.C. R2-7-103.

If YCWDB agrees with Offeror'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, Offeror 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. Offeror agrees to indemnify and hold YCWDB, its agents and employees, harmless from any claims or causes of action relating to YCWDB's withholding of information based upon reliance on the above representations, including the payment of all costs and attorney fees incurred by YCWDB in defending such an action.

The appropriate supporting information shall be included to assist the County in making its determination as to whether any of the materials submitted as part of your Offer should be designated confidential because the material is proprietary or a trade secret and therefore not subject to disclosure.

2. In accordance with the Scope of Work, Terms and Conditions and Instructions:

Firm acknowledges and accepts all terms and conditions of the Solicitation, except as expressly noted below or in the additional pages attached hereto. As outlined on this form, "terms and conditions of Solicitation" means all terms, conditions, specifications, certifications and warranties set forth in the documents that comprise the Solicitation, including the Uniform and Special Instructions for Offerors, Uniform and Special Terms and Conditions, Scope of Work, Specifications and Solicitation Amendments (if any).

- ☐ Firm takes no exceptions, deviations or modifications to any sections or information found within the RFP. (Note: If none are listed on or attached to this form, it is understood that no exceptions/deviations are taken.)
- ☐ Firm requests the exceptions or modifications set forth below and/or attached. Describe exceptions taken (attach additional pages if needed):



Yavapai County

Workforce Development Board

Attachment 5 Conformance and Disclosure Statements

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

All requested exceptions/deviations must be clearly explained. The specific language including page, section and item shall be listed for consideration. The exception/deviation must be fully listed including any proposed alternative language or terms. Unacceptable exceptions shall not be consideration for award. The County shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.

3. In accordance with A.R.S. § 38-511, Conflict of Interest:

As a public institution and political subdivision of the State of Arizona, Yavapai County (the County) has established policies and procedures for reviewing and addressing conflicts of interest between County officials/employees and suppliers and otherwise ensuring compliance with Arizona Revised Statute 38-502 et seq., regarding conflict of interest.

As part of this process, you, the Supplier, are asked to disclose any and all potential conflicts of interest to the County for appropriate review and disposition. Examples include, without limitation, a County official/employee having an ownership interest in your business, your business being owned by a relative of a County official/employee, and your business sponsoring engagements or other activities with which the County officials or employees are involved.

Your failure to complete and return this disclosure form may result in a delay of payment, the termination of your contract and/or suspension of your status as a responsive and responsible provider of goods or services to the County.

Your obligation with regard to the disclosure of conflicts of interest is ongoing; therefore, we ask that you promptly notify the County should you become aware of any potential conflict following the submission of this form. At the County's discretion you may be asked to update this information periodically.

One of the following must be selected:

- ☐ **I AM NOT** aware of any relationship between the Supplier and a County official/employee which could result in potential personal gain for the County official/employee or which could enable the County official/employee to influence the Supplier relationship for perceived personal gain.
- ☐ **I AM** aware of a relationship between the Supplier and a County official/employee which could result in potential personal gain for the County official/employee or which could enable the County official/employee to influence the Supplier relationship for perceived personal gain.

Official/Employee Name	Nature of Relationship



Yavapai County

Workforce Development Board

Attachment 5 Conformance and Disclosure Statements

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

By signing this form, you represent and affirm that you have proper authority to act on behalf of the Supplier and that the foregoing statements are true and correct to the best of your knowledge. The Undersigned has read and understands the above and agrees to be bound by the statements, rules and principles represented herein and in accordance with the provisions of the Arizona State Statutes and Yavapai County Procurement Rules regarding personnel, conflict of interest, confidentiality, and procurement.

4. **Per A.R.S. §35-393.01, the Contractor hereby certifies that it is not currently engaged in and will not, for the duration of this Contract, engage in a boycott of Israel as defined by A.R.S. §35-393.01.**
5. **Per A.R.S. §35-394 et seq., the Contractor hereby certifies to not use forced labor, or any goods or services produced by the forced labor, of ethnic Uyghurs in the People's Republic of China.**

NON-CONFORMANCE (NOTE: additional details required.)

- ☐ This response does contain confidential/proprietary or trade secret information because of the reasons(s) listed below and/or attached.
- ☐ Firm requests the exceptions or modifications set forth on this form and/or attached.
- ☐ The following Conflict(s) of Interest exists listed on this form and/or attached.
- ☐ The firm does not certify compliance with A.R.S. §§35-393.01 and/or 35-394.

Please note that failure to attach an explanation may result in a determination that the information does not meet the statutory confidential and/or trade secret definition. Any deviations, exceptions or modifications to the request may be considered non-responsive.

If the YCWDB agrees with the offeror's designation of 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.

Company Name

Authorized Representative Signature

Address

Printed Name

City

State

Zip

Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.



Yavapai County

Workforce Development Board

Exhibit A Electronic Submission Instructions

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

The YCWDB will utilize an online public portal known as Bonfire for electronic submission of competitive sealed Proposals for the evaluation of this solicitation. Bonfire is an electronic portal for receiving, opening, and recording bids and proposals digitally. Vendors must create a Bonfire account at no cost to submit a proposal response, and submission of the proposal for this project must be uploaded using the Bonfire portal. Vendors are fully responsible for reviewing the solicitation in its entirety and including all requested and applicable information. *The YCWDB will not assume responsibility for any costs related to the preparation or submission of the Proposal.*

1. Prepare proposal submission materials.

Requested Information	File Type	# Files	Required
1. Method of Approach	PDF	1	YES
2. Capacity of the Responder	PDF	1	YES
3. Attachment 2, Questionnaire (Q-26RS) <i>The Response Template for this Questionnaire is provided in Excel format.</i>	EXCEL Questionnaire	1	YES
4. Attachment 3, Budget Cost Form (BT-58OU) <i>The Budget Cost Form for this Bid Table is provided in Excel format.</i>	EXCEL BidTable	1	YES
5. Other Required Forms	PDF	1	YES
6. Confidential/Proprietary Information	PDF	<i>Multiple</i>	<i>Optional</i>

- Note the format or type and number of files allowed. The maximum upload file size is 1000 MB.
- Do not embed any documents within your uploaded files, as they will not be accessible.
- Text fields have a limit of 2000 characters.

2. Upload your proposal submission at <https://sunnypathassoc.bonfirehub.com/opportunities>.

- Proposals must be uploaded, submitted, and finalized prior to the Closing Time of:

APRIL 2, 2025 1:30 PM MST (LOCAL, ARIZONA TIME)

- It is strongly recommended that sufficient time is allotted and at least ONE (1) day before Closing Time to begin the uploading process and to finalize.



Yavapai County

Workforce Development
Board

Exhibit A Electronic Submission Instructions

Solicitation No: RFP #26-30-YCWDB-001

Description: One-Stop Operator and Workforce Services for Youth, Adults, and Dislocated Workers

3. Important Notes

- Uploading large documents may take significant time, depending on the size of the file(s) and Internet connection speed.
- An email confirmation receipt will be sent with a unique confirmation number once a submission is finalized.
- Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled.

4. Technical Assistance

- A. Contact Bonfire at **Support@GoBonfire.com**.
- B. Visit the help forum at **<https://bonfirehub.zendesk.com/hc>**.
- C. Call by phone at 1.800.354.8010 Ext. 2. Hours are limited to 5:00 AM-5:00 PM MST (local time)

**The electronic Proposal must be uploaded into the areas outlined using the Bonfire portal via:
<https://sunnypathassoc.bonfirehub.com/opportunities>**