



**Yuma County's Workforce Development Board (YCLWDB)**  
**One-Stop Operator Services**  
**Request for Proposals (RFP)**

**Schedule**

<b>ACTIVITY (All times are local Arizona time)</b>	<b>Date</b>
Issue Date	January 19, 2021
Solicitation Questions Due (4:00 p.m.)	January 27, 2021
Solicitation Questions Answered Posted on the YPIC and ARIZONA@WORK website (4:00 p.m.)	February 5, 2021
Solicitation Conference/Technical Assistance Session (2:00 – 4:00 p.m. by electronic meeting, In adherence to the current Covid-19 restriction)	February 12, 2021
Solicitation Sealed Proposal Receipt Deadline (3:00 p.m.)	March 5, 2021
Review Committee	Date and time to be determined
Tentative Award Date	April 14, 2021
Final Contract Negotiations	April 30, 2021
Contract Term:	July 1, 2021 – June 30, 2022

**Submit proposals and requests for alternate formats to:**

Alicia Huizar, Contract Manager  
 Yuma Private Industry Council, Inc.  
 3834 W. 16<sup>th</sup> Street  
 Yuma, AZ 85364  
 Telephone: 928-329-0990 (1215)  
 TTY:928-329-6466  
[OSORFP@ypic.com](mailto:OSORFP@ypic.com)

RFP websites: [www.ypic.com](http://www.ypic.com) and <https://arizonaatwork.com/locations/yuma-county>

This RFP does not commit the YCLWDB to award any agreement. All dates subject to change.

This is an Equal Opportunity Employer/Program. Auxiliary Aids and Services are Available Upon Request to  
 Individuals with Disabilities.

## TABLE OF CONTENTS

SECTION	PAGE
<b>I. GENERAL INFORMATION</b>	
A. Introduction.....	4
B. Background.....	4
<b>II. RFP PROCESS</b>	
A. Contract Term and Conditions.....	5
B. Qualifications.....	5
C. Proposer Questions and Notification.....	6
D. Solicitation Conference.....	7
<b>III. SCOPE OF WORK</b>	
A. One-Stop System Coordination.....	8
B. One-Stop Operator Responsibilities.....	8
C. One-Stop Operations.....	9
D. One-Stop Operator Staffing.....	10
E. Board Meeting Attendance and Reporting.....	10
F. Contract Oversight and Evaluation of the One-Stop Center Operator.....	11
G. Accessibility, Equal Opportunity, and Non-Discrimination.....	11
H. Confidentiality Guidelines.....	12
I. Administrative Guidelines.....	12
J. Licensure Qualifications Requirements Standard Financial Management, Participant Data System, and Other Requirements.....	13
K. Legal Authority.....	16
L. Background Check and Finger Print Clearance Card.....	17
M. Compliance with the Law.....	17
<b>IV. PROJECT TIMELINE.....</b>	<b>18</b>
<b>V. PROPOSAL INSTRUCTION.....</b>	<b>19</b>
<b>VI. PROPOSAL EVALUATION</b>	
A. Review Committee.....	21
B. Evaluation Criteria – Narrative Scope of Work.....	21
C. General Terms and Conditions of Proposal.....	22
D. Proposal Award.....	22
E. Negotiations.....	22
F. Contract Agreement.....	22
G. YCLWDB’s Reservation of Rights.....	22
H. Termination of Contract .....	22
I. YCLWDB’s Right to Disqualify for Conflict of Interest.....	23

## Appendixes

- Appendix A Proposal Cover Form
- Appendix B One-Stop Center Information Form
- Appendix C Narrative Questions; Scope of Work
- Appendix D Financial Structure and Fiscal Plan
- Appendix E Personnel Budget Form
- Appendix F Budget Narrative Form
- Appendix G Invoice Format
- Appendix H Fiscal Questionnaire Form
- Appendix I IRS W-9 Taxpayer Identification Number and Certification Form
- Appendix J Statement of Assurance Form
- Appendix K Statement of Compliance Form
- Appendix L Certificate Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreement Forms
- Appendix M Certificate Regarding Debarment, Suspension, and other Responsibility Matter Primary Covered Transaction Form
- Appendix N Drug-Free Workplace Certification Form
- Appendix O Procurement Process
- Appendix P Appeal
- Appendix Q Definition
- Appendix R References

## **SECTION I. GENERAL INFORMATION**

### **A. Introduction**

The Yuma Private Industry Council, Inc.(YPIC), on behalf of the Yuma County Local Workforce Development Board (YCLWDB), is seeking a One-Stop Operator to coordinate integrated workforce and employment services within Yuma County in compliance with all federal Workforce Innovation and Opportunity Act (WIOA) regulations.

In the event the proposer to this RFP is a current ARIZONA@WORK – Yuma County direct service provider, the proposer will be required to establish sufficient firewalls and conflict of interest policies and procedures compliant with WIOA Section 121 (d) (4) (A) and (C).

The proposer will serve as a liaison to the required one-stop system partners and manage customer flow at the job centers.

### **B. Background**

Congress passed the Workforce Innovation and Opportunity Act (WIOA) in July 2014, which became effective July 1, 2015. WIOA opens the door to states' greater use of sector partnerships and career pathway models and includes higher levels of accountability and outcome data reporting. WIOA is designed to build and support a demand-driven workforce system that helps job seekers access employment, education, training, and support services to succeed in the labor market and to match companies with the skilled workers they need to compete in the global economy. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform of the public workforce system in 15 years. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

Governor Ducey identified Arizona's 12 local workforce development areas as required under WIOA (Public Law 113-128) in June 2015. In Arizona, this public workforce system operates under the brand of ARIZONA@WORK.

The Yuma County Board of Supervisors serves as the Chief Elected Officials (CEO's) and Yuma County has been granted WIOA Local Area designation by the Governor of Arizona and certified the Yuma County Local Workforce Area by the Workforce Arizona Council (WAC). The CEO has appointed the Yuma Private Industry Council, Inc. (YPIC) to function as the YCLWDB. Incorporated as a 501(c) (3), YPIC promotes and develops a workforce system that is responsive to the needs of business and job seekers resulting in increased economic prosperity in the county. YPIC is also the fiscal agent for all local WIOA Title I Youth, Adult, and Dislocated Worker funding. The following cities and municipalities/incorporated and unincorporated areas and census designated areas:

- Cities and municipalities/incorporated: Cities of Yuma, San Luis, and Somerton
- Unincorporated Communities: Mohawk, Roll, Wellton, and Gadsden
- Census Designated Areas: Tacna, and Dateland

## SECTION II. RFP PROCESS

### A. Contract Term and Conditions

The YCLWDB intends to award a single contract for the One-Stop Operator. The initial contract term will be one year with up to three additional one-year renewal options to be exercised at the sole discretion of the YCLWDB. The proposers are responsible for reading the entire proposal and submitting any questions by 4:00 p.m. on January 27, 2021 in accordance with proposal guidelines. By submitting a proposal, each proposer agrees it will be incorporated into the contract, which may be modified by the YCLWDB before it is signed by the recommended proposer. **The contract resulting from this RFP will be a cost reimbursement contract.**

The YCLWDB and the Chief Elected Officials (CEO) reserves the right to modify, expand the scope of work to incorporate other requirements or workforce programs as deemed necessary or appropriate.

Funding is the principal support of this RFP and is subject to annual allocations based upon the amount secured by the YCLWDB. The contractual funding agreement shall be revised to decrease or increase funding as required to indicate federal funds obtain through the contract.

Proposer must indicate its ability to provide sufficient and qualified staff: maintain adequate fiscal, program, and management records, follow acceptable equal opportunity and affirmative action policies, and effectively coordinate training and employment programs.

Proposer shall comply with applicable provisions of A.R.S. §46-141 and Title 6. Article 4 – Fingerprinting, which are hereby incorporated as provisions in the contract to the extent such provisions are applicable due to statute, case law, county contract, or other legal authority.

### B. Qualifications

The following qualifications are non-negotiable:

Each proposer must have experience coordinating integrated workforce and employment services. WIOA Section 121(d) (2) (B) states that to be eligible to receive funds made available under this subtitle to operate a One-Stop Center referred to in subsection (e), an entity (which may be a consortium of entities):

- a. Shall be designated or certified as One-Stop Center Operator through a competitive process; and
- b. Shall be an entity (public, private, or nonprofit), or a consortium of entities (including a consortium of entities that, at a minimum, include 3 of the One-Stop Partners described in subsection B Chapter 1 of WIOA of demonstrated effectiveness, located in the local area, which may include:
  - An institution of higher education;
  - An employment service State agency established under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), on behalf of the local office of the agency;
  - A community-based organization, a non-profit organization, or intermediary;
  - A private for-profit entity;
  - A government agency; and

- Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization;
- Educational Institutions, such as institutions of higher education, nontraditional public secondary schools such as night schools, and area career and technical schools;
- **Exception** – Elementary schools and secondary schools shall not be eligible for designation or certification as One-Stop Center Operator. Nontraditional public secondary schools and area career and technical education schools may be eligible for such designation or certifications.

Proposer must demonstrate in its proposal that it meets the minimum qualifications and **must already be registered through the System of Award Management (SAM)**. If not registered, the proposer will be immediately disqualified. Any proposer that is suspended, debarred, or otherwise prohibited from contracting for WIOA funding will be disqualified and its proposal will be rejected.

### **C. Proposer Questions and Notification**

Notice of this RFP is being published in the Yuma Sun Newspaper, YPIC's website [www.ypic.com](http://www.ypic.com) and ARIZONA@WORK website <https://arizonaatwork.com/locations/yuma-county> and being distributed via email to organizations on the Bidder's List. The primary mode of communication between the YCLWDB and the potential bidders will be **ONLY** in writing electronically. Verbal questions/requests for clarification **will not** be answered over the phone or in person. Further, the YCLWDB reserves the right to reject any or all requests for clarification in whole or in part. All questions pertaining to the RFP must be received in writing electronically no later than **4:00 p.m. Wednesday, January 27, 2021**. Question can be addressed to Alicia Huizar at [OSORFP@ypic.com](mailto:OSORFP@ypic.com).

To prevent perceived or actual conflict, or undue influence over the process, **all proposers** are prohibited from contacting any YCLWDB member, committee member, or staff regarding this RFP. Contact with anyone for purposes of influencing the outcome of the procurement will result in disqualification of the prospective respondents from this competitive procurement process. Proposer shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposal bid to be rejected.

The YCLWDB anticipates posting answers to all questions by Friday, February 5, 2021. Questions and answer page will be posted on the Yuma Private Industry Council Inc. website [www.ypic.com](http://www.ypic.com) and ARIZONA@WORK website <https://arizonaatwork.com/locations/yuma-county>. It is the proposer's responsibility to check the website page frequently to stay apprised throughout the process. Only those questions directed to the above email or received at the Solicitation Conference will be answered. The Solicitation Conference is scheduled to take place on Friday, February 12, 2021, **by electronic meeting**, in adherence to the current Covid-19 restriction.

#### **D. Solicitation Conference**

Proposers are strongly encouraged to attend the Solicitation Conference meeting at the date and time listed on page one via electronic meeting. The purpose of this meeting is to review this RFP and respond to proposer questions. Please email [OSORFP@ypic.com](mailto:OSORFP@ypic.com) to register for this meeting.

### **SECTION III. SCOPE OF WORK**

The proposer to this RFP will begin serving as the One-Stop Operator starting on July 1, 2021 and end on June 30, 2022.

The One-Stop Delivery System brings together workforce development, educational, and other human resource services in a seamless customer-focused service delivery network; that enhances access to the programs' services and improves long-term employment outcomes for individuals receiving assistance. One-Stop Partners administer separately funded programs as a set of integrated streamlined services to job seeker and employer customers. (20 CFR 678.300).

The One-Stop will provide business services to local employers by offering the following events:

- Recruitments
- Job Hiring
- Workshops along with many other services for both job seekers and business partners.

The One-Stop Operator will be responsible for coordinating the ARIZONA@WORK-Yuma One-Stop Center to ensure the continuation and expansion of the workforce development system that facilitates access and co-enrollment to the full spectrum of services available through the agencies in an integrated manner. Per section 121(b) (1) of WIOA and §678.400 the following entities are required mandated partners: Title I: Youth, Adult, and Dislocated Worker Services, Title II: Adult Education and Family Literacy Act, Title III: Wagner-Peyser Act and Veterans Program, Title IV: Vocational Rehabilitation, and Title V: The Senior Community Services Employment Program (SCSEP). Other non-mandatory partners include Portable Practical Education Preparation (PPEP).

The One-Stop Delivery System requires that all core partners provide their core services on a part-time or full-time basis.

The Comprehensive One-Stop Center is located at 3826 W. 16<sup>th</sup> Street Yuma, AZ 85364. The current hours are Monday – Friday 8:00 am – 5:00 pm (one hour of administrative time per week is negotiable). Non-traditional hours can be scheduled to accommodate special needs of the local economy and community. The holidays will be negotiated with the proposer. Additional access points are available in Yuma County:

- Department of Economic Security (affiliate site): 1800 E. Palo Verde, Yuma, AZ 85364.
- Martin Luther King Center: 300 S. 13<sup>th</sup> Avenue Yuma, AZ 85364

- Mesa Heights: 2150 S. Arizona Avenue Yuma, AZ 86364
- South County Small Business Resources Center: 1453 N. Main St. Suite 5 San Luis, AZ 85349
- Somerton Resource Center: 201 N. Bingham Avenue Suite #6 Somerton, AZ 85350

### **A. One-Stop System Coordination**

ARIZONA@WORK is the statewide workforce system that assists employers and job seekers with high quality customer service and integrated resources to pursue employment opportunities.

The proposer will coordinate services in Yuma County through ARIZONA@WORK – Yuma County One-Stop Operator and System Partners through the following:

- Ensure the execution of partner responsibilities outlined in the agreed upon Memorandum of Understanding (MOU) and the Local Four (4) Year Plan
- Maintain the ARIZONA@WORK – Yuma County logos and branding standards as defined in the state branding guide. The proposer is prohibited from displaying its own name or logo on any materials associated with performing this scope of work.
- Coordinate with system partners to facilitate and participate in projects such as jobs fairs, business events, etc.
- Become knowledgeable of partner performance measures and program services to coordinate cross-training among partners.
- Coordinate and facilitate core and community partner meetings to share best practices, discuss workforce trends, and coordinate information concerning partner program services.
- Coordinate the training and access of the Client Referral System. Evaluate the effectiveness of referrals between partners. Ensure partner agency information is up to date.
- Coordinate and collaborate outreach activities with community-based, other government services, and other entities throughout the surrounding area to educate individuals that can benefit from the One-Stop Center services; and ensure a steady pipeline of participants coming into the One-Stop Center.
- Coordinate layoff aversion services and designated Rapid Response Team and other relevant partner programs to assist workers who experience dislocation from their employment.

### **B. One-Stop Operator Responsibilities**

- Ensure partners access to its program or activities through the One-Stop delivery system, in addition to any other appropriate locations.
- Ensure partners comply with Equal Employment Opportunity (EEO) provisions including coordinating staff training, and assure EEO posters and processes are in place.
- Ensure partners comply with all applicable Americans with Disabilities Act (ADA) guidelines.
- Ensure partners provide services to targeted groups including priority of service for

qualifying veterans and/or their eligible spouses, as mandated by the Department of Labor (DOL).

- Disclose any potential conflicts of interests arising from the relationships of the One-Stop Operator with any of the sub-awardees career and training service provider; if such conflict exists, appropriate firewalls must be established and disclosed.
- Refrain from establishing practices that create disincentives to providing services to individuals with barriers to employment that may require long-term services, such as individualized, training, and education services.
- Ensure the One-Stop Center meets and complies with federal, state, and local One-Stop certification requirements. One-Stop certification process is posted at the Department of Economic Security website.
- Create and maintain a partner directory to include updated name, contact information, and distributed as needed.
- Become knowledgeable with the Integrated Service Delivery System (ISDS) and the Client Referral System (CRS).
- Establish and maintain an Operations Manual that defines the operational needs and requirements.
- Ensure all walk-in customers are recorded in the AJC state system which collects and tracks participant's data; and reports service provided to job seekers and employers.

### **C. One-Stop Operations**

To ensure services are easily accessible, customer driven, personalized, and responsive to the community's needs.

- a. Manage all customers flow through a seamless service utilizing the ISDS and CRC to identify the needs of customers, providing an information orientation for direction of appropriate services; and learning the benefits of becoming an ARIZONA@WORK – Yuma County member including:
  - Assist customers with an ISDS member account, to include email account, if needed.
  - Assist customer with creating an AJC account.
  - Inform customers of public workshops, community resources, job postings and virtual/onsite hiring events.
  - Inform customers about AJC registration information to request job referrals access and access employment information.
  - Inform customers on provisions of information on non-traditional employment, in-demand occupations and sectors.
  - Provide WIOA information on available services in Spanish and English or other language upon request.
  - The One-Stop Operator will be responsible for the distribution of electronic files to the service providers as required by the awarded contract.
- b. Maintain a web-based calendar to schedule and coordinate meeting space for on-site events for Core and Community Partners.
- c. Perform internal continuous improvement efforts by:
  - Coordinating goals and objectives through huddles, observations and trainings.

- Generate ISDS reports on weekly basis to share with the co-located partners tracking customer flow and delivery of One-Stop services.
- Generate CRS reports to track number of referrals exchanged and successful outcomes of those referrals.

#### **D. One-Stop Operator Staffing**

1. Determine the number of One-Stop Operator staff needed to operate for the One-Stop Center.
2. All staff providing direct services to customers is subject to the background checks prior to any staff member providing services.
3. The proposer will provide qualified staff with the experience to effectively perform the services outlined in the Scope of Work. Preferred characteristics include staff who:
  - Maintain customer satisfaction and service as a priority; and interact productively with customers including system partners.
  - Quickly adapt to changes in service delivery.
  - Build rapport and maintain effective relationships with partners through consistent and clear communication.
  - Be sensitive to the unique needs of individuals with disabilities and train to provide necessary accommodations.
  - Coordinate staff training to ensure partners ability to perform assigned roles, have knowledge of federal, state, and local policies, procures, be cultural competent and comprehend the unique characteristics of all co-located partner programs.
  - Ensure the use of the YCLWDB's data Management Systems for client tracking and case management.
4. The proposer's staff will use the provided computers and/or laptops when working at the One-Stop Center and must complete the YCLWDB and DES mandatory Security Awareness Training prior to accessing the systems.

#### **E. Board Meeting Attendance and Reporting**

The One-Stop Center Operator will be required to attend one meeting monthly or quarterly to provide reports and any other requested information as designated by the YCLWDB staff. The One-Stop Operator will report on the following:

1. Monthly
  - a. The proposer will meet with the YCLWDB staff to provide updates on the One-Stop operations and address issues as needed.
  - b. Submit written reports by the 15th of every month to include, but not limited to the following:
    - Number of customers welcomed at the One-Stop Center and type of services provided utilizing the ISDS.
    - Utilize the ISDS Customer Satisfaction Survey to determine recommended system improvements and to address any concerns identified. The survey should be accessible to all One-Stop customers and the survey outcomes should be reported on the monthly report to the YCLWDB staff.
    - Highlight success stories from employers and/or job seekers and submit to the YCLWDB staff.

- Client Referral System results.

## 2. Quarterly

- Report the number of customized recruitments and job fairs hosted and partnered with the ARIZONA@WORK – Yuma County with the date of each event, the number of job seekers in attendance business names and industry and the number of job openings for which the business is hiring.
- Partner meetings and outcomes.

## **F. Contract Oversight and Evaluation of the One-Stop Center Operator**

The One-Stop Operator will ensure compliance with WIOA regulations and local policies and procedures. The proposer will cooperate fully with the YCLWDB staff with any reviews, monitoring and/or audits (monthly, quarterly, and annually) of all activities under this RFP. This includes external audits conducted periodically by DOL, State of Arizona and any other agency that provides funds used by WIOA. The evaluation will consist of, but not limited to the following: administrative record reviews, interviews of employers, staff and/or participants, priority of service, and/or general observations of the facilities and operations. Upon the received results of the monitoring review, if any reported observation/findings are identified the proposer must create a Correction Action Plan (CAP) within 15 days. The proposer must be compliant within 30 days of receiving the finalized monitoring report and/or letter. Monitoring will include the following:

- Achievement of services and outcomes to be performed in accordance with the contract resulting from this RFP.
- Compliance with scope of work.
- Effective use of all data systems by safeguarding data integrity while maintaining compliance with user agreements and standards of work.
- Technical assistance will be provided based on observations and evaluations by the YCLWDB staff.

## **G. Accessibility, Equal Opportunity, and Non-Discrimination**

The YCLWDB is committed to services for all customers. The proposer must ensure equal opportunity to all individuals and comply with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of the WIOA of 2014
- Title VI of the Civil Rights Act of 1964, as amended
- Section 504 of the Rehabilitation Act of 1973, as amended
- The Age Discrimination Act of 1975, as amended
- Title IX of the Education Amendments of 1972, as amended

No individual shall be excluded from participation in, denied the benefits of, or subjected to discrimination under any YCLWDB funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation, or belief. The proposer is expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. The proposer must coordinate with the local EEO officer and ensure

contractors/providers and staff receive accessibility training. The proposer must ensure all written materials and communications include the statement both in English and Spanish: **“Equal Opportunity Employer/Program Auxiliary aids and services are available upon request to individuals with disabilities.” “Las ayudas y los servicios auxiliares del Programa/Empleador de igualdad de Oportunidades están disponibles a pedido para personas con discapacidades.”**

## **H. Confidentiality Guidelines**

- Personally Identifiable Information (PII) and other sensitive information must be protected at all times (TEGL 39-11).
- Maintain confidentiality when accessing or utilizing AJC and maintain computer equipment with compatible software.
- All PII documents must be disposed either by shredding or placed in the locked bin provided.
- Retain records in compliance with federal and state WIOA requirements 2 CFR 200.333 and the ARIZONA@WORK – Yuma County Records Management and Retention Policy.

## **I. Administrative Guidelines**

The proposer will also adhere to the following requirements: Comply with Federal regulations, and procurement policies, relating to the calculation of use of profits, including those at 20 CFR 683.295, the Uniform Guidance at 2 CFR chapter II, and other applicable regulations and policies.

### **1. General**

- a. Comply with the Uniform Administrative Requirements, Cost Principles and Audit Requirement for Federal Awards.
- b. Comply with WIOA's funding requirements and for any disallowed costs or illegal expenditures in accordance with Uniform Guidelines 2 CFR 200.

### **2. Compensation Method**

The YCLWDB will issue a cost-reimbursement contract. The contractor will be reimbursed for allowable actual service delivery costs on a monthly basis after submittal and approval of the payment invoice as described in the contract. Payment invoices will be due by the 15<sup>th</sup> of each month for the previous month. Invoices are to be submitted **every month** even if there is zero expenditure for the month reported.

In addition to the provisions of the RFP and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required will be included as an amendment to the contract.

The proposer shall create, collect, and maintain all records relating to One-Stop operations activities that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of labor, and/or which are necessary for determining Yuma County Workforce Board's compliance with oversight of the operator role and contract.

Any revenues generated by the One-Stop Center Operator including interest income or other program generated income must be disclosed to the YCLWDB and charged against expenses for the continued operation of the One-Stop Center **as required by the U.S. Department of Labor**. For-profit entities must negotiate profits separately with the YCLWDB. In addition, any negotiated allowable profit earned by for-profit entities will need to be reported monthly.

Any contract awarded may be terminated for fiscal necessity, convenience, or for breach as required by the United States Department of Labor by delivering a thirty (30) day written notice of intent to terminate to the other party.

Either party to this contract may elect to terminate the contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

### 3. Invoicing Requirements

The Contractor shall:

- a. Invoices must be *submitted by the 15<sup>th</sup> of each month* for any expenses incurred in the prior month. See Appendix G.
- b. The invoice shall include the following:
  - Name of Contractor
  - Invoice Date
  - Invoice Number
  - Total invoice amount
  - Reporting period represented by the invoice
  - Year-to-date reporting by category
  - Authorized signature
  - Budget column
  - Available balance by category
  - General Ledger matching invoice amount (as attachment)
  - Documentation supporting the general ledger totals.

### 4. For-Profit Entities

Pursuant to Training Employment Guidance Letter (TEGL) 15-16, For-profit entities that are recipients and Subrecipient of a Federal award, including as a One-Stop Center Operator, **shall adhere** to the Uniform Guidance at 2 CFR parts 200. Department of Labor (DOL) adoption of the Uniform Guidance at 2 CFR 2900.2 expands the definition of a non-Federal entity to include for-profit entities. As such, any private for-profit entity as well as non-Federal entities including grant recipients and Subrecipient of a DOL award must adhere to the Uniform Guidance.

### J. Licensure Qualifications Requirements Standard Financial Management, Participant Data System, and Other Requirements

1. General. The financial management system and the participant data system of each contractor and subcontractor shall provide federally required records and reports that are uniform in definition, accessible to authorized Federal and State staff, and verifiable for

monitoring, reporting, audit, program management, and evaluation purposes (Workforce Innovation and Opportunity Act Subtitle E).

An awarding agency may review the adequacy of the financial management system and participant data system of any contractor/subcontractor as part of a pre-award review or at any time subsequent to award.

2. Financial Systems. Contractors and subcontractors shall ensure that their financial systems as well as those of their subcontractors provide fiscal control and accounting procedures that meet the following minimum standards, as well as comply with Workforce Innovation and Opportunity Act Section. 185.
  - a. In accordance with generally accepted accounting principles, financial systems shall include:
    - Information pertaining to subcontract and contract awards, obligations, un-obligated balances, assets, expenditures, and income;
    - Effective internal controls to safeguard assets and assure their proper use;
    - A comparison of actual expenditures with budgeted amounts for each subcontract and contract;
    - Source documentation to support accounting records;
    - Proper charging of costs and cost allocation.
  - b. Financial systems shall be sufficient to:
    - Permit preparation of required reports;
    - Permit the tracing of funds to a level of expenditure adequate to establish that funds have not been used in violation of the applicable restrictions on the use of such funds;
    - As required by Workforce Innovation and Opportunity Act Section 185, permit the tracing of program income, potential stand-in costs, and other funds that are allowable except for funding limitations as defined in 20 CFR 667 of this Part, Audits; and
3. Applicant and Participant Data Systems. Each contractor and subcontractor shall ensure that records are maintained in the State of Arizona’s Job Connection (AJC) Management Information System:
4. Insurance: Each contractor and subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract the following type(s) and amounts of insurance: (Yuma County and YCLWDB shall be listed as an also insured on all policies)
  - General Aggregate \$2,000,000
  - Products – Completed Operations Aggregate \$1,000,000
  - Personal and Advertising Injury \$1,000,000
  - Damage to Rented Premises \$50,000
  - Each Occurrence \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the [SUBCONTRACTOR OR SUBAWARDEE].
- b. The policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the [SUBCONTRACTOR OR SUBAWARDEE].

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the [SUBCONTRACTOR OR SUBAWARDEE] with their own list of persons to be insured.)

Insurance must be from carriers acceptable to the YPIC Human Resource Department. Contractors and subcontractors shall provide the Workforce Development Board with certificates of insurance. Commercial General Liability shall name Yuma County and YPIC as an "Additional Insured". All certificates must provide for a 30-day advance notice of any modification, material change, non-renewal, or cancellation. In addition, **evidence of statutory Workers' Compensation coverage must be provided.**

The policy shall be endorsed to include the following additional insured language: "The State of Arizona and the Department of Economic Security shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor".

4. Business Automobile Liability

Bodily injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this contract.

Combined Single Limit (CSL) - \$1,000,000

- a. The policy shall be endorsed, as required by this written agreement, to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by, or on behalf of, the [SUBCONTRACTOR OR SUBAWARDEE] involving automobiles owned, hired and/or non-owned by the subawardee.
- b. The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the {SUBCONTRACTOR OR SUBWARDEE}.



Operator, YCLWDB will execute a legally binding agreement which will take the form of a written contract with the One-Stop Operator.

#### **L. Background Check and Finger Print Clearance Card**

Personnel providing direct services to children and vulnerable adults must clear a *Background Check with the Arizona Department of Child Safety Central Registry*. The release of annual allocation funds to the YCLWDB's fiscal agent depends upon meeting the outlined criteria. The YCLWDB will maintain records of all staff employed by the Proposer to ensure compliance.

The proposer's personnel shall not be authorized access to the AJC system prior to completing the required certification.

For all new employees of the contractor the following needs to be submitted to YPIC's Human Resource on the first day of employment.

- Record of submittal of the direct service position certification form.
- Record of submittal of the Central Registry Background Check to Arizona DES. The contractor will submit the proof of Central Registry Background Clearance Form to YPIC Human Resource within 30 days.

The contractor must submit a copy of the record of application of each employee's fingerprint card to YPIC's Human Resource within the first 7 days of employment.

- Copy of Level One Finger Print Clearance card application confirmation receipt.
- The original card will be provided to the YPIC Human Manager Resource for processing.
- For all new employees of the contractor the following needs to be submitted to YPIC's Human Resource: Record of fingerprint application within seven (7) days of employment.

#### **M. Compliance with Law**

Proposals shall comply with all federal, state, and local laws, rules, regulations, standards, and Executive Orders, including but not limited to:

- The Workforce Innovation and Opportunity Act;
- The State Workers Compensation Act, as amended, 1992;
- Fair Labor Standards Act;
- Titles VI and VII of the Civil Rights Act of 1964;
- The Age Discrimination in Employment Act;
- Section 504 of the Rehabilitation Act of 1973;
- State Executive Order 75-5. (Equal Employment Opportunity).
- American Disabilities Act
- Non-Traditional Employment for Women Act
- Veteran's Policy
- State Workforce Policy #8 – Conflict of Interest Policy
- ARIZONA@WORK One-Stop Center Operator and Service Provider Selection Policy #4

Any such applicable legal authority, including but not limited to the provisions of the Workforce Innovation and Opportunity Act of 2014 (WIOA) and regulations adopted under the act, shall be incorporated into the agreement by reference and, to the extent inconsistent with any provision of this RFP or the contract, shall supersede and be substituted for the inconsistent contractual provision.

#### IV. PROJECT TIMELINES

##### Proposal Review Process and Contract Award Schedule

January 19, 2021	<b>RFP Process Opens:</b> Proposers may pick up RFP packages beginning at 8:00 a.m. Arizona Time at Yuma Private Industry Council, 3834 W. 16th Street, Yuma, AZ 85364, or may download from the website: <a href="http://www.ypic.com">www.ypic.com</a> and <a href="https://arizonaatwork.com/locations/yuma-county">https://arizonaatwork.com/locations/yuma-county</a> . The primary mode of communication between the YCLWDB and the successful proposer will be <b><u>ONLY</u></b> in writing electronically. Questions <b><u>will not</u></b> be answered over the phone or in person.
February 12, 2021	<b>Solicitation Conference/Technical Assistance Session:</b> Scheduled for 2:00 – 4:00 pm Arizona Time, <b>by electronic meeting</b> , in adherence to the current Covid-19 restrictions. It is recommended that proposers who have general questions regarding the RFP process be present at this session. All questions pertaining to the RFP must be received in writing via email no later than 4:00 pm Wednesday, January 27, 2021. Questions will not be accepted after this date. Any changes or additional information regarding the RFP, as well as all questions and answers, will be faxed and/or emailed to those who attended the Technical Assistance Session. Solicitation questions will be answered and posted at YPIC and ARIZONA@WORK website at 4:00 pm on February 5, 2021.
March 5, 2021	<b>Proposal Receipt Deadline:</b> Proposals must be received by 3:00 p.m. Arizona Time at Yuma Private Industry Council, 3834 W. 16th Street Yuma, AZ 85364. <b>Late submissions will not be considered.</b>
March 2021	<b>PROPOSAL REVIEW COMMITTEE:</b> Date and time to be determined
April 14, 2021	<b>WORKFORCE DEVELOPMENT BOARD APPROVAL OF RECOMMENDED PROVIDERS</b>
April 30, 2021	<b>FINAL CONTRACT NEGOTIATIONS</b>
July 1, 2021	<b>PROGRAM START DATE</b>

## V. PROPOSAL INSTRUCTIONS

Submit sealed proposal no later than 3:00 p.m. Arizona Time on March 5, 2021, at 3834 W. 16th Street, Yuma, AZ. Please ask for a proposal receipt which will have the date and time stamped on it. Mailed proposals must be received by the same time and date. All documents submitted by proposers shall be the property of the YCLWB and become a matter of public record available for review pursuant to Arizona law. **Proposals received after the deadline will be disqualified as non-responsive.**

Submit one original and two (2) copies of the entire proposal and appendix. (Must include financial audits for the past 5 years and documented findings of waste, fraud and abuse (if applicable). Please submit an electronic copy of the proposal on a thumb drive.

Proposers are cautioned and advised that proposals must be accurate and complete, addressing each of the RFP sections. Deadlines will be enforced fully, and failure to comply with any requirements of this RFP may result in the proposal's disqualification and removal from any further consideration.

The proposers must submit questions to the Contract Manager in writing at [OSORFP@ypic.com](mailto:OSORFP@ypic.com).

Proposals are limited to 30 letter-size pages, excluding appendixes and the audits for the past five (5) years. All pages must be numbered. Responses should be typed in 12-point font, New Times Roman, with one-inch margins, and double spaced. Each copy should be clipped together. Please do not staple your proposal copies.

Proposer must provide the following items.

1. **Appendixes A – D**
2. Qualifications summary
  - Proposer must provide documentation that they meet the qualifications as outlined in **section I(B)** and qualified to perform the scope of work described in this RFP.
3. Narrative questions of Scope of Work - Answer the questions on **Appendix C**.
4. Proposed Budget Instructions

In this section, proposer must complete and provide the following:

  - The application cover form provided in **Appendix A** must include the total amount requested.
  - Budget Forms (**Appendix E and F**), to show funds requested by cost categories. Include your rationale for allocating cost principal cited below which must conform to the Uniform Guidance for allowable costs stated in 2 CFR Part 200.

### **Budget Categories**

Use the appropriate budget narrative form in **Appendix E and F** and attach it to the budget form showing a detailed cost analysis of each line item. Indicate sources for committed matching funds if applicable.

- Personnel Cost: Salaries
- Personnel Benefits: Related fringe benefits (i.e. health insurance, retirement, leave, etc.).
- Professional & Outside Services: Other skilled or trained professionals who are not officers or employees (i.e. contractors and tax accountants)
- In-State Travel: Indicate the amount requested for staff travel. For domestic travel to be an allowable cost, it must be necessary, reasonable, allocable conform to the non-Federal entities written policies and procedures. The YCLWDB will not reimburse for travel not related to job relevancy and in excess of the State-approved rate.
- Out-of-State Travel: Indicate the amount requested for staff travel. For domestic travel to be an allowable cost, it must be necessary, reasonable, allowable and conform to the non-Federal entities written policies and procedures. The YCLWDB will not reimburse for travel not related to job relevancy and in excess of the State-approved rate.
- Other Operating Expenses: Daily working capital, general expenses for day to day operations not defined in any other section (i.e. pens, folders, copy paper, cleaning supplies, etc.).
- Indicate all indirect costs, and provide a percentage. A narrative explaining the proposer's methodology for determining proposed budget to be negotiated.
- Total Amount

The YCLWDB will provide the following resources for daily operations:

One-Stop Center Facility	Copiers
Current Computers	Current Desks
Internet	Other Equipment
Telephone	Rent
Current Printers	Technology Services
Waste Disposal	Electricity
Alarm Service	Water and Sewer
Pest Control Services	Maintenance of Copiers
Fire Sprinklers Maintenance	Building Repairs
Fire Equipment Maintenance	Cleaning Services

## VI. PROPOSAL EVALUATION

Proposals will be reviewed for documentation of minimum qualifications, completeness, and compliance with the RFP requirements.

- YCLWDB reserves the right to make technical corrections or additions to this RFP.
- This RFP does not commit the YCLWDB to accept any proposal, nor is the YCLWDB proposer for any costs incurred by the respondent in the preparation of responses to this RFP.

- The YCLWDB reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the contract in whole or in part as is deemed to be in the best interest of the YCLWDB.
- The YCLWDB reserves the right to negotiate with any respondent after proposals are reviewed if such action is deemed to be in the best interest of the YCLWDB.

**Funding, if awarded, is contingent upon the information provided in this proposal. The YCLWDB reserves the right to withdraw funding if significant changes are made to the scope of work, key staff, or other elements of the proposal.**

Additionally, the submittal of a Proposal in answer to this RFP does not guarantee funding to any proposer.

**A. Review Committee**

The Review Committee will consist of five (5) panel members to review the proposals. Each Proposal will be scored independently by using the below evaluation criteria rubric. Committee members are encouraged to make comments when rating each proposal. Proposer may request in writing their individual rating forms after the contract has been awarded. These are intended to assist proposers in determining their areas of strength and weakness in responding to the RFP. The Review Committee individual ranking forms identifying Review Committee members by number, not by name, will be distributed upon request. **Note: The YCLWDB retains the right to request additional information or request oral presentations from proposers. If no response adequately addresses the services and outcomes requested, the committee may recommend that no awards be made.**

**B. Evaluation Criteria – NARRATIVE: SCOPE OF WORK**

EVALUATION ITEMS	Maximum Points
One-Stop Overview/Executive Summary	50
Organization Structure and Capacity	100
Staffing Plan and Qualifications	100
Service Deliverables	500
Marketing	25
Customer Satisfaction	100
Fiscal Accountability and Budget	100
Audits, Tax Info, and IRS Status	25
Total	1000

**C. General Terms and Conditions of Proposal**

With respect to the selection of the proposer, the Executive Director and/or Operations Director will continue the past practice of exerting no undue influence on the process. In all solicitations of bids and proposals, any direction on the selection from the Executive Director and/or Operations Director (or representative) to the evaluation panel or selecting authority must be provided in writing to all prospective proposers.

**D. Proposal Award**

The YCLWDB shall hold all proposals submitted in confidence pending completion of awards. YCLWDB will review the recommendations made by the Review Committee. Funding recommendations shall be made by the Review Committee and/or YCLWDB staff.

**E. Negotiations**

The Contract Manager and the Review Committee may require the selected proposer to participate in negotiations following the award process. Funding of any and all proposals is subject to fund availability and level of funding by the US Department of Labor.

**F. Contract Agreement**

The Contract Manager will send the final contract to the awarded proposer. The awarded proposer must sign and submit the final document to the Contract Manager within thirty (30) calendar days from the date the contract is sent. If the Contract Manager does not receive the signed agreement and all other required documentation from the awarded proposer within 30 calendar days, the YCLWDB may consider awarding the agreement to the next highest-ranked proposer.

**G. YCLWDB's Reservation of Rights**

The YCLWDB reserves the right to take any course of action as the YCLWDB deems appropriate at the YCLWDB's sole and absolute discretion, which may include:

- Reserves the right to reissue, delay, reject, amend, modify, or cancel any or all proposals at any time without prior notice;
- Negotiating with any qualified proposer;
- Extending the deadline for proposals;
- Requesting additional information from any or all proposers; and/or
- The YCLWDB is not responsible for any costs incurred by the proposer in preparation of responses to this RFP.

**H. Termination of Contract**

**a. Failure to Perform**

If through any cause, the contractor fails to perform in accordance with the terms of the contract in a timely and proper manner and/or violates any requirements of the contract, the contractor will receive technical assistance from the YCLWDB staff. The contractor must comply with corrective action requirements in a timely manner as specified by the YCLWDB staff. If the contractor does not comply, then the contract may be terminated, in whole, or in part, by either party to the contract. In this event, the aggrieved party shall provide written notification at least 10 working days in advance to the other party specifying the performance failure and the intent to terminate.

**b. Without Cause**

Either party to this contract may elect to terminate the contract without cause by delivering a ninety (90) day written notice of intent to terminate to the other party.

**c. Funding**

The YCLWDB may terminate, renegotiate or modify this contract at any time if its federal, or state grants are suspended, reduced, or terminated before or during the contract

period, or if federal or state grant terms and regulation change significantly. In the event of early contract termination initiated by either party for whatever reason, the contractor is only entitled to costs incurred prior to the time of contract termination.

**I. YCLWDB'S Right To Disqualify For Conflict Of Interest**

The YCLWDB reserves the right to disqualify any proposer that fails to provide information or data requested herein or that provides materially inaccurate or misleading information or data. The YCLWDB reserves the right to disqualify any proposer on the basis of any real or apparent conflict of interest that is disclosed by the proposals submitted or any other data available to the YCLWDB. This disqualification is at the sole discretion of the YCLWDB.

## **SUBMISSION FORMAT**

### **One-Stop Center Checklist**

All proposals must be organized and assembled as described in this Section. Please submit proposals in this order:

- Proposal Cover Form – **Appendix A**
- One-Stop Center Information Form – **Appendix B**
- Executive Summary
- Narrative Scope of Work/Agency Capacity Responses– **Appendix C**
- Organizational Chart
- Summaries of Key Personnel/Job Descriptions/Resumes
- Financial Structure and Fiscal Plan Responses – **Appendix D**
- Personal and Business Credit Report
- Personnel Budgets and Budget Narratives Forms – **Appendix E and F**
- Invoice Format – **Appendix G**
- Fiscal Questionnaire Form – **Appendix H**
- IRS W-9 for Taxpayer Identification Number and Certification Form – **Appendix I**
- Tax Exemption Certificate
- Most recent IRS Forms 990 (non-profit tax return)
- Copy of 5 years of financial audits
- Cost Allocation Plan (CAP)
- Determination Letter from IRS verifying the organization is exempt from federal income tax under section 501(c)(3) – If applicable
- Three Letters of References
- Certificate of Good Standing
- Statement of Assurance Form – **Appendix J**
- Statement of Compliance Form– **Appendix K**
- Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements Form – **Appendix L**
- Certificate Regarding Debarment, Suspension, and Other Responsibility Matter Primary Covered Transaction Form – **Appendix M**
- Drug-Free Workplace Certification Form– **Appendix N**
- One-Stop Center Checklist

## APPENDIXES

### Appendix A: Proposal Cover Form

<b>2021-2022 Workforce Innovation and Opportunity Act One-Stop Center Operator Request for Proposal</b>	
The legal name of the entity submitting this proposal:	
Address:	
Telephone Number:	Fax Number:
Name of the contact person for this proposal:	
Contact person telephone number:	Contact person fax number:
Contact person e-mail address:	
Total WIOA funds requested:	
To the best of my knowledge and belief, all of the information in this proposal is true and correct. The governing body of the proposer has authorized the document and the proposer will comply with the attached assurances if funding is awarded.	
Typed name of President or Chief Executive Officer:	
President or Chief Executive Officer signature:	Date signed:

## Appendix B: One-Stop Center Information Form

Legal Name of Applicant Agency:		
Proposed One-Stop Center:		
Number of Years in Business:		
FEIN Number:		
DUNS Number:		
Type of Organization:	<input type="checkbox"/> Educational Institute <input type="checkbox"/> Private Non-for-Profit <input type="checkbox"/> Private for Profit <input type="checkbox"/> Unit of Government <input type="checkbox"/> Other  _____	
Address – Administrative Office	Address:	
	City, State, Zip:	
	Web Site URL:	
Address of Service Location – This is the location where the Services described in this application will be provided	Address:	3826 W. 16 <sup>th</sup> Street
	City, State, & Zip	Yuma, Arizona 85364
	Web Site URL	
<b>Principal of the Agency</b> – CEO/Executive Director/President	Name:	
	Title:	
	Email Address:	
	Phone Number:	
Programmatic Contact Person	Name:	
	Title:	
	Email Address:	
	Phone Number:	

## **Appendix C – Narrative Questions: Scope of work**

Please respond to the following questions in detail using specific examples that are evidence-based. Response is limited to a maximum of 30 pages, not including attachments.

### **A. One-Stop Overview/Executive Summary**

In the Executive Summary (**1 page only**), provide a high-level overview of the organizations' qualifications, incardinating proposed services to target adult and dislocated workers and other populations, the total amount of funding requested, and what makes your proposal effective and unique.

### **B. Organizational Structure and Capacity:**

1. Provide a concise description of your organization including the following:
  - a) The legal status of the organization;
  - b) The governance/management structure;
  - c) Mission and vision statement
2. Provide a current organizational chart for the operating entity showing the following:
  - a) Size and structure of the organization; and
  - b) How the One-Stop Center would be integrated into the rest of the organization.
3. Describe your organization's knowledge with WIOA One-Stop services.
4. Provide examples of how your organization will be innovative, flexible, and creative in WIOA delivery of services.

### **C. Staffing Plan and Qualifications:**

1. Please describe your ideal staffing plan for the One-Stop.
2. Include job descriptions for all positions.
3. Include resumes for designated staff to fill proposed positions (if applicable).
4. Identify the annual staff turnover rate for the last five (5) years.

### **D. Services and Deliverables:**

Describe how you will provide the services and generate the deliverables in this RFP. Include a description of each task listed below and how they will be accomplished.

1. Coordinate and implement strategies to meet requirements stipulated in the partner's MOU under the documents referenced in this RFP.
2. Conduct and manage monthly/quarterly partner meetings to exchange information of services being offered.

3. Assist with the design of a customer flow chart to support and oversee integrated delivery of services to encourage efficiency and excellent customer services.
4. Coordinate staff development and training opportunities to One-Stop partners.
5. Coordinate customer access to career services programs and activities carried out by all WIOA One-Stop partners.
6. Coordinate days/hours of operation, dress code, and customer service expectations, etc., to include non-traditional hours to accommodate special needs of the local economy and community. The holidays will be negotiated.
7. Ensure all partners co-located at the One-Stop Center implement and execute a priority of service for qualifying veterans and/or their eligible spouses, as mandated by the DOL.
8. Ensure EEO compliance within the One-Stop Center.
9. Ensure ADA compliance within the One-Stop Center.
10. Coordinate staff training to ensure the ability to adequately perform assigned roles, functional knowledge of the policies, procedures, and unique characteristics of all co-located partner programs, and cultural competency.
11. Ensure the proper use of the all Management systems for client tracking and case management.
12. Coordinate with community-based, other government services, and other entities to educate individuals that can benefit from the One-Stop services.
13. Coordinate regular outreach activities and develop recruitment strategies to inform the community of services available and ensure a steady pipeline of participants coming to the center.
14. Coordinate outreach to employers to ensure understanding of employer needs in collaboration with the Employer Engagement staff.
15. Comply with all policies governing the operation of a one-stop center.
16. Disclose any potential conflicts of interest arising from the One-Stop Operator with training and service providers. If so, how will you set the necessary firewalls?
17. Avoid establishing practices that create disincentives for providing services to individuals with barriers to employment that may require longer-term career and training services.

18. Report the status of workforce delivery services provide by the core partners at the YCLWDB meetings.
20. Equally distribute electronic files as required by the awarded contract.
21. Describe your experience in working with special populations such as:
  - Adults and Dislocated Workers:  
WIOA eligible Adults and Dislocated Workers ages 18 and older, refer to TEGL 19-16 for more amplified information.
  - Veterans and Spouses of Veterans:  
WIOA eligible Veterans and Spouses of Veterans, refer to TEGL’s 19-16 and 19-13 for more amplified information.
  - Youth:  
WIOA eligible Youth age 16-24, refer to TEGL 21-16 for more amplified information.
22. Describe and document monthly how you will ensure partners are providing the following services:
  - a. Partner activity/outreach
  - b. Number of co-enrollments
  - c. Number of referrals and outcomes
  - d. Success stories
  - e. Customer demographics.
  - f. Number of job orders posted
  - g. Number of participants visiting the one-stop center in person and virtually.

**E. Marketing**

- a. Describe your experience with developing marketing plans.
- b. How will social media be utilized (i.e. Facebook, Twitter, Instagram)

**F. Customer Satisfaction:**

- a. How will you utilize the positive and negative customer feedback?
- b. How will you make continuous improvements to services?

## Appendix D: Financial Structure and Fiscal Plan

### Fiscal Narrative Questions

1. Identify an average unit cost per participant and provide an explanation to justify this unit cost.
2. If the entity is for-profit, identify the profit percentage built into the proposed budget, and describe the risk and other factors taken into consideration to arrive at this percentage. **Profit must be a separate item from the proposed budget and negotiated separately.**
3. Will the proposing agency use leveraged funds (non-WIOA) to contribute to this project?
  - a. **If yes**, please describe these leveraged funds. This can include cash contributions, staff effort, space, fee-for-service, or other revenue generation and in-kind contributions. In answering, list each source of leveraged resources, the dollar value, and the function of each leveraged resource; for example to spread operating costs to broaden the scope of services. **Note: The budget must support this information with a breakdown of the funding from each source as it is utilized in the program.**
  - b. **If not**, please put Not Applicable.
4. Agency's fiscal capacity:
  - a. Describe any other current grants over \$100,000 that are available to the proposing agency.
  - b. Provide the organization's total annual budget.
  - c. Provide the amount of retained earnings on hand.
5. Does the agency provide its own Accounting Department?
  - a. **If yes**,
    1. Provide the respondent's accounting /financial procedures
    2. Describe the system of oversight
    3. Describe internal controls
  - b. **If not**, indicate the name, address, contact person, phone number, and email address of the accounting firm.
  - c. Describe the type of accounting software being utilized by either the agency or by the contracted 3<sup>rd</sup> party.
6. Describe the agency's payroll system.
7. Describe your agency's internal controls for accuracy and validity.
8. What is the method for documenting employee time?

9. Describe how the agency will ensure that costs charged to the programs are reasonable, allocable, allowable, and necessary as required by the 2 CFR 200 (OMB Circular)
10. If staff or other costs charged to this budget will be shared between more than one funding source, please detail the overall cost allocation plan for sharing costs, including the method of allocating shared costs.
11. Please attach a copy of the agency's current Cost Allocation Plan (CAP). For guidance on preparing a cost allocation plan, please refer to the **OMB Circular** 2 CFR 200
12. How will financial information be made available for monitoring and auditing purposes?
13. Describe your organization's previous experience administering federal, state, and private grants.
14. Describe your experience with cost-reimbursement contracts.
15. Describe how you will financially support the costs of doing business until an invoice can be submitted and paid.
16. Attach a copy of the agency's audited financial statements and management letter for the last five years and federal and state tax returns including single audits and documented findings of waste, fraud and abuse (if applicable).
17. For audits, indicate what action has been taken in regard to the following:
  1. Auditor's opinions or recommendations regarding internal controls.
  2. Cost disallowances and any other charges the agency has undertaken in response to audit findings (if applicable).
  3. Reported findings
18. Tax Information, and IRS status
  1. All Respondents **MUST** provide a complete IRS W-9 Request for Taxpayer Identification Number and Certification. This form can be downloaded at <https://www.irs.gov/uac/about-form-w9>.
  2. Non-governmental entities **MUST** also provide the following:
    - a. If applicable, submit a letter from the IRS verifying the organization is exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, IRS Department of Treasury; additionally, please submit a copy of the most recently filed IRS Form 990.
19. How will you comply with Federal regulations, and procurement policies, relating to the calculation of use of profits, including those at 20 CFR 683.295, the Uniform Guidance at 2 CFR chapter II, and other applicable regulations and policies (**if applicable**)?

## Appendix E: Personnel Budget Form

<b>Item Expenditures</b>	<b>Total Program Cost</b>	<b>Other Funding shares of Cost</b>	<b>WIOA Share of Cost</b>	<b>WIOA % of Total Cost</b>
Personnel Costs				
Personnel Benefits				
Professional & Outside Services				
In-State Travel				
Out-Of-State Travel				
Other Operating Expenses				
Indirect costs				
Total:				

## Appendix F: Budget Narrative Form

Category	Budget Narrative	Total
Personnel Costs		
Personnel Benefits		
Professional & Outside Services		
In-State Travel		
Out-Of-State Travel		
Other Operating Expenses		
Indirect costs		
<p style="text-align: right;">Total:</p>		

## Appendix G: Invoice Format

### Contractor Names

Address Line #1

Address Line #2

Bill to: **Yuma Private Industry Council, Inc.**

Billing Address: 3834 W. 16<sup>th</sup> Street  
Yuma, AZ 85364

Program Name: \_\_\_\_\_

Contract Number: \_\_\_\_\_

Contract Term: 07/01/20xx – 06/30/20xx

Billing for the Month of: **Month and Year**

Invoice number: \_\_\_\_\_

	<b>Total</b>	<b>Expenditures</b>	<b>Expenditures</b>	<b>Balance</b>
<b>Expense Category</b>	<b>Budget</b>	<b>This Month</b>	<b>Year-to-Date</b>	<b>Available</b>
Personnel – Salaries				
Personnel – Taxes and Benefits				
In-Stat-Travel				
Out-of Stat Travel				
Other Operating Expense				
Indirect Cost Rate (xx%)				
(if applicable)				
<b>Total</b>				

**Total Amount Due:** \$

I certify that to the best of my knowledge this request is complete and is for the purpose set forth in the contract agreement.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Date

## Appendix H: Fiscal Questionnaire Form

Is the agency a not-for-profit or a for-profit entity?	<input type="checkbox"/> <b>Not-For-Profit</b>	<input type="checkbox"/> <b>For-Profit</b>
Is the agency subject to the 29 CFR Part 96 Single Audit Requirement (Federal funding of \$750,000 or more effective with fiscal years starting January 1, 2015, and forward)?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Does the agency do its own accounting? If no, indicate the name and address of the accounting firm below.	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Name:		
Address:		
Contact Person:		
Phone Number:		
Email:		
<b>Does the agency have a current financial procedure manual? If yes, how often is it reviewed and updated?</b>		
	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Does the agency have a written cost allocation plan? If yes, please submit. If yes, what allocation methodology is used?</b>		
	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Does the agency have a _____ policy? If yes, please submit.</b>		
	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Does the agency have the ability to issue paychecks and take out taxes?</b>		
	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>Does the agency have the ability to be an employer of record for work experience participants?</b>		
	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
<b>How often is the trial balance prepared?</b>		
<b>Accounting System Disbursement/Reconciliation</b>		
Are all disbursements made by check?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Are all checks pre-numbered?	<input type="checkbox"/> <b>Yes</b>	<input type="checkbox"/> <b>No</b>
Who is authorized to sign the checks? Please indicate the name and title(s).		
How often is the bank reconciliation prepared?		
<b>Accounting System Disbursement/Reconciliation</b>		
Name:		
Address:		
Contact Person:		
Phone Number:		
Email:		
Length of Engagement:		

## **Appendix I: IRS W-9 Taxpayer Identification Number and Certification Form**

Download W-9 Form from <http://www.irs.gov/pub/irs-pdf/fw9.pdf>

## Appendix J: Statement of Assurance Form

The undersigned party acknowledges and assures that (Provider Name) \_\_\_\_\_ and all of its employees responsible for providing the services for which it has applied will abide and comply fully with all state, federal, and local, laws, ordinances, rules, regulations and/or executive orders, including but not limited to provisions of the laws listed below:

- WIOA Section 188, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I-financially assisted program or activity;
- Title VII of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin;
- Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination against qualified individuals with disabilities;
- The Americans with Disabilities Act (ADA) of 1990 which prohibits discrimination against qualified people with disabilities based on disability;
- The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age;
- Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs;
- Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR § 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.52; and
- 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.

---

Name of Organization

---

Typed/Printed Name of Signatory

---

Signature of Authorized Official

Title

Date

## Appendix K: Statement of Compliance Form

As the authorized signatory official for: \_\_\_\_\_

I hereby certify:

- That the above-named respondent is legally authorized to submit this application requesting funding under the Workforce Innovation and Opportunity Act;
- That the above-named respondent does hereby agree to execute all work related to this application in accordance with the Workforce Innovation and Opportunity Act, U.S. Department of Labor, Local Workforce Development Board policies and guidelines, and other administrative requirements issued by the Governor of the State of Arizona. The vendor shall notify the YCLWDB within 30 calendar days after issuance of any amended directives if it cannot so comply with the amendments; and
- That the above-named respondent will ensure special efforts to prevent fraud and other program abuses, such as but not limited to, deceitful practices, intentional misconduct, willful misrepresentation, and improper conduct which may or may not be fraudulent; and
- That the contents of the application are truthful and accurate and the above-named respondent agrees to comply with the policies stated in this application and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above-named respondent is in agreement that the YCLWDB reserves the right to accept or reject any proposal for funding; and that the above-named respondent has not been debarred or suspended from receiving federal grants, contracts, or assistance; and that the above-named respondent waives any right to claims against the members and staff of the Local Workforce Development Board.

\_\_\_\_\_  
Typed Name of Authorized Representative

\_\_\_\_\_  
Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Date

## Appendix L: Certification Regarding Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements Form

The undersigned certifies to the best of his/her knowledge and belief that:

- (1) No Federal appropriated funds have been paid or will be paid by on or behalf of the undersigned to any person for influencing or attempting to influence:
  - (a) an officer or employee of any agency,
  - (b) a Member of Congress,
  - (c) an officer or employee of Congress, or
  - (d) an employee of a Member of Congressin connection with awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence:
  - (a) an officer or employee of any agency,
  - (b) a Member of Congress,
  - (c) an officer or employee of Congress, or
  - (d) an employee of a Member of Congressin connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with instructions.
  
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontractors, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into or made. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

Name and Title of Authorized Representative

---

Organization

---

Signature of Authorized Official

---

Date

## Appendix M: Certification Regarding Debarment, Suspension, and Other Responsibility Matters Primary Covered Transaction Form

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's Responsibilities. The regulations were published as Part VII of the Federal Register dated May 26, 1988, (pages 19160-19211).

- (1) The prospective primary participant certifies to the best of his/her knowledge and belief that he/she and the organization's principals:
  - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or Agency;
  - (b) Have not, within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for:
    - (1) Commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; or
    - (2) Violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation.

---

Name and Title of Authorized Representative

---

Organization

---

Signature of Authorized Official

---

Date

## Appendix N: Drug-Free Workplace Certification Form:

This certification is required by the Federal Regulations, Implementing Section 5150-5160 of Drug-free Workplace Act, 41, U.S.C. 701; for the Department of Agricultural (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Part 85, 688, and 682), Department of the Health and Human Services (45 CFR Part 76).

The Undersigned applicant certifies that it shall provide a drug-free workplace by:

1. Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the consequence of any such action by an employee;
2. Establishing an ongoing drug-free awareness program to inform employees of the dangers of drug abuse in the workplace, the Contractor's policy of maintaining a drug-free workplace, the availability of counseling, rehabilitation, and employee assistance programs, and the penalties may be imposed on employees for drug abuse violation in the workplace;
3. Providing each employee with a copy of the Contractor's policy statement;
4. Notifying the employees in the Contractor's policy statement that as a condition of employment under this contract, employees shall abide by the terms of the policy statement and notify the Contractor in writing within five (5) days after any conviction for a violation by the employee of a criminal drug statute in the workplace;
5. Notifying the Yuma County Local Workforce Development Board within ten (10) days of Contractor's recipient of a notice of a conviction of an employee; and,
6. Taking appropriate personnel action against an employee for violating a criminal drug statute or require such employee to participate in drug abuse assistance or a rehabilitation program.

These certifications are material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction.

Certified by:

---

Name of Organization

---

Typed/Printed Name of Signatory

---

Signature of Authorized Official

Title

Date

## Appendix O: Procurement Process

### Procurement Process

The YCLWDB procurement process complies with:

- Subject to the provisions of Sections 122 and 184 of the Workforce Innovation and Opportunity Act, recipients and sub-recipients shall administer procurement systems that reflect applicable State and local laws, rules, and regulations as determined by the Governor.
- Purchases of contractual services by the Yuma Private Industry Council, Inc., YCLWDB shall be based on competitive bids where appropriate. The content and issuance of invitations and specifications and basis of awards and rejection of bids shall comply with ARS Section 11-254.01.
- The YCLWDB reserves the right to reject the bid/proposal response of any persons or corporations who have previously defaulted on any contract with Yuma County or who have engaged in conduct that constitutes a cause for debarment or suspension.
- Per 2 CFR Part §215.42, "Code of Conduct". Contractors and subcontractors shall avoid conflicts of interest, real or apparent by observing the following requirements:

No officer, employee, or agent shall –

- a. Solicit or accept gratuities, favors, or anything of monetary value from suppliers or potential suppliers, including subcontractors under recipient contracts; or
- b. Participate in the selection, award, or administration of procurement supported by Department of Labor (DOL) funds where, to the individual's knowledge, any of the following has a financial or other substantive interest in any organization which may be considered for the award:
  - the officer, employee, or agent;
  - any member of his or her immediate family;
  - his or her partner; or
  - a person or organization which employs, or is about to employ any of the above.
- c. Violate any State or Federal conflict of interest law or regulation.

## Appendix P: Appeal

**Purpose:** To provide a process for prospective bidder who is allegedly aggrieved in connection with a solicitation or award of a contract to protest to the Executive Director.

**Policy:** This policy allows a prospective bidder the opportunity to appeal a solicitation or award of a contract if they feel that there is an alleged grievance. The protest shall be submitted in writing to the Executive Director within five (5) working days after notification of the recommendation of award.

**The decision of the Executive Director:** The Executive Director shall issue a written decision within ten (10) working days after receipt of the protest. The decision shall:

- (a) State the reason for the action taken;
- (b) Inform the protestant that a request for further administrative appeal of an adverse decision must be submitted in writing electronically to the Clerk of the Workforce Development Board at [OSORFP@ypic.com](mailto:OSORFP@ypic.com) within five (5) working days after the receipt of the decision made by the Executive Director.

**Protests and appeals to the Workforce Development Board:** The decision of the Executive Director may be appealed to the Workforce Development Board. Protests and appeals to the Workforce Development Board must be filed no later than seven (7) working days after the date of the decision being protested or appealed. Any appeal or protest shall be filed in writing electronically with the Clerk of the Workforce Development Board at [OSORFP@ypic.com](mailto:OSORFP@ypic.com) and shall state, as appropriate the following:

- (a) A determination or interpretation is not in accord with the purpose of these procedures;
- (b) There was an error or abuse of discretion;
- (c) The record includes inaccurate information; or
- (d) A decision is not supported by the record.

In the event of a timely appeal before the Workforce Development Board, the Board shall not proceed further with the solicitation or with the award of the contract until the appeal is resolved unless the Executive Director makes a written determination that the award of the contract without delay is necessary to protect a substantial interest of the workforce development system.

### Protests and appeals Procedure:

- (a) All appeals must be in writing, filed with the Contract Manager listed on page one, and include all of the following:
  1. Name of the RFP challenged;
  2. Name, address and telephone number of the protester;
  3. Detailed statement of the legal and factual grounds of the protester including copies of the relevant documents;
  4. Form of the relief requested; and
  5. The signature of the protester or its legal representative.

- (b) **Hearing Date:** A hearing before the YCLWDB shall be scheduled within thirty days of the Board's receipt of a protest or appeal unless the protestor and County both consent to a later date.
- (c) **Notice and Public Hearing:** The hearing shall be a public hearing. Notice shall be mailed or delivered to the protestor not later than ten days before the scheduled hearing date.
- (d) **Hearing:** At the hearing, the YCLWDB shall review the record of the process or decision, and hear oral explanations from the protestor and any other interested party.
- (e) **Decision and Notice.** After the hearing, the YCLWDB shall affirm, modify, or revise the original decision. When a decision is modified or reversed, the YCLWDB shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of the YCLWDB decision. Such notice shall be mailed to the protestor within five working days after the date of the decision, and any other party requesting such notice.
- (f) A decision by the YCLWDB shall become final on the date the decision is announced to the public.

## Appendix Q: Definitions

The YCLWDB provides the following definitions and references as a courtesy. Each proposer is responsible for conducting all necessary research to prepare its proposal.

### A. Definitions

Affiliate Site(s) An affiliated site, or affiliate one-stop center, is a site that makes available to jobseeker and employer customers one or more of the one-stop partners' programs, services, and activities. Affiliated sites are access points in addition to the comprehensive one-stop center(s) in each local area used to supplement and enhance customer access to services.

American Job Centers/One-Stop Centers/Job Centers — means Job Centers/One-Stop Centers (in Yuma County known as the ARIZONA@WORK – Yuma County) offer customer-focused services to employers and job-seekers and include easy access to integrated and comprehensive employment, training, and education services.

Arizona Job Connection (AJC) — AJC is the required statewide participant tracking and data collection system for recording and reporting services provided to job seeking and employer customers. AJC also provides a labor exchange function where job seekers and employers can connect with each other.

Barriers to Employment means characteristics that may hinder an individual's hiring, promotion, or participation in the labor force for example single parents, displaced homemakers, youth, public assistance recipients, older workers, substance abusers, teenage parents, veterans, ethnic minorities, and those with limited English speaking ability or a criminal record or with a lack of education, work experience, credentials, child care arrangements, transportation or alternative working patterns.

Board of Supervisors means the contracting authority for the County. They serve as the Chief Elective Officials (SEO's) and Yuma County has been granted WIOA Local Areas designation by the Governor of Arizona.

Client Referral System (CRS) — The Client Referral System (CRS) is a central component for referring customers between partners. The system is internet based to ensure that all partners are allowed to utilize the system to improve overall system effectiveness. The referral process provides timely and effective support that ensures that an appropriate plan of action for clients is initiated and properly tracks the client's referrals to community partners. **The CRS system has been developed by the Yuma Private Industry Council which reserves the right to make necessary universal modifications. The CRS will be available for use for the designated One-Stop Center Operator.**

Contract means the combination of the Solicitation, including the Uniform and Special Instructions to Responders, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers;

and any Solicitation Addendums or Contract Amendments.

Contractor means any entity who has a contract with the County.

Cost Reimbursement Contract means a contract format, which provides for the reimbursement of allowable costs, which have been identified and approved in the contract budget, and incurred in the operation of the program. Detailed documentation is required to justify payments made under this type of contract.

Days means calendar days unless otherwise specified.

Disability means physical or mental impairment that substantially limits one or more of the major life activities of the individual; a record of such an impairment and being regarded as having such an impairment.

Integrated Service Delivery System (ISDS) — The ISDS allows staff to track customer navigation through the system. The database also provides detailed reports of customer visits to the center and partner agencies co-located in the center. It is an important internal support tool that complements the Arizona Job Connection (AJC) System for partner staff co-located at the One-Stop center. This shared database greatly reduces the duplication of services. In addition, the ISDS has a User Manual for the ISDS Self-Registration Kiosk via touch screen. The manual explains the features, provides a general overview of the system and establishes the ISDS Self-Registration Kiosk as an *integral* component of the Integrated Service Delivery System. The ISDS has been developed and will be available for use for the designated One-Stop Center Operator. **The ISDS has been developed by the Yuma Private Industry Council which reserves the right to make necessary universal modifications.**

Literacy means an individual's ability to (1) read, write, and speak in English, and (2) compute and solve problems, at levels of proficiency necessary to function on the job, in the family, and society.

Local Performance Measure means local indicators of performance that include indicators of performance and customer satisfaction measures as required under WIOA.

Memorandum of Understanding (MOU) means an agreement developed and executed between the Local Workforce Development Board and all WIOA-mandated Business and Career Center partners relating to the operation of the One-Stop system in the local area; may be developed as a single umbrella MOU or individual agreements with partners.

Monitoring means the process of observing and/or reviewing program, fiscal, EO, and performance, which may include on-site observation, review of documents and electronic files, interviews with staff, employers and participants, telephone conversation, and formal evaluation of compliance elements or tools.

Offer means bid, proposal, or quotation.

Offer Due Date means the exact date and time offers are due.

One-Stop Operator means one or more entities designated or certified under section 121(d) of WIOA. The operator is charged with coordinating the service delivery among partner agencies in One-Stop

One-Stop Partner means an entity described in WIOA section 121(b)(1); and an entity described in section 121(b)(2) that is participating, with the approval of the local board and chief elected official, in the programmatic services of the one-stop delivery system.

Outcome means the documented effect or impact of a service or intervention on an individual. Outcomes are what the program efforts are designed to achieve. Proposed outcomes must be stated in terms of measurable indicators.

Program Year (PY) means the 12-month period beginning July 1, and ending, on June 30, in the fiscal year for which the appropriation is made.

Proposer means a vendor who responds to a Solicitation.

Public Assistance means financial cash payments made by federal, state, or local programs to individuals who meet specific income criteria.

Service Provider means an entity such as an educational institution, a nonprofit organization, or a commercial organization that delivers services to WIOA participants under a contract.

Solicitation means a Request for Proposals (“RFP”)

Targeted Populations — Individuals with barriers to employment, including displaced homemakers; low-income individuals; persons with disabilities; older workers; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; English Language Learners; low literacy levels; or those who face substantial cultural barriers; Temporary Assistance for Needy Families (TANF); single parents (including pregnant women); and long-term unemployed individuals as well as veterans, veterans spouses, and priority of services.

Workforce Innovation and Opportunity Act (WIOA) of 2014 (Pub. L. 113-128) The federal legislation designed to coordinate and streamline all components of the nation’s workforce development system, including employment, job training, education, and vocational rehabilitation services for youth (ages 14-24), adults, and dislocated workers.

YCLWDB means a Yuma County Local Workforce Development Board

Yuma County Local Workforce Development (YCLWD) means the designated geographic area in which collaborative members will provide workforce services.

## Appendix R: References

This RFP references the following documents that can be found online utilizing the following links:

Workforce Innovation and Opportunity Act, Public Law 113-128

<https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.pdf>

Yuma County Memorandum of Understanding (MOU)

<https://arizonaatwork.com/sites/default/files/media/Yuma%20County%20MOU-IFA.pdf>

State of Arizona WIOA Unified Workforce Development Plan

<https://des.az.gov/sites/default/files/media/wiostateplanfinal.pdf>

Yuma County - Arizona Workforce Development Plan Four Year Plan July 1, 2020 – June 30, 2023

<https://arizonaatwork.com/sites/default/files/Arizona%20Workforce%20Development%20Plan%202020-2023.pdf>

Workforce Innovation and Opportunity Act; Joint Rule for Unified and Combined State Plans, Performance Accountability, and the One-Stop System Joint Provisions; Final Rule

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15977.pdf>

Workforce Innovation and Opportunity Act; Department of Labor Only; Final Rule

<https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf>

State Vocational Rehabilitation Services Program; State Supported Employment Services Program; Limitations on Use of Subminimum Wage; Final Rule

<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15980.pdf>

Senior Community Service Employment Program (SCSEP)

<https://www.dol.gov/agencies/eta/seniors>

Arizona Department of Economic Security Employment Services

<https://des.az.gov/services/employment/job-seekers/employment-service>

The National Farmworker Jobs Program (NFJP) Portable Practical Educational Preparation, Inc.

<https://www.ppep.org/programs/adult-employment-training-education/the-national-farmworker-jobs-program-nfjp/>

Workforce Innovation and Opportunity Act, Miscellaneous Program Changes; Final Rule

<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16046.pdf>

Programs and Activities Authorized by the Adult Education and Family Literacy Act (Title II of the Workforce Innovation and Opportunity Act); Final Rule

<https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16049.pdf>

Performance Accountability

[https://www.doleta.gov/performance/reporting/eta\\_default.cfm](https://www.doleta.gov/performance/reporting/eta_default.cfm)

Office of Management and Budget's Uniform Administrative Requirements, Cost Principles and Audit requirement for Federal Awards final rule ( 2 CFR Part 200)

[http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200\\_main\\_02.tpl](http://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl)

Training and Employment Guidance Letter No. 10-09

<https://wdr.doleta.gov/directives/attach/TEGL/TEGL10-09.pdf>

Training and Employment Guidance Letter No. 15-16

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_15-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16.pdf)

Training and Employment Guidance Letter No. 16-16

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_16-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_16-16.pdf)

Training and Employment Guidance Letter No. 19-13

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19\\_13.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19_13.pdf)

Training and Employment Guidance Letter No. 19-16

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_19-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_19-16.pdf)

Training and Employment Guidance Letter No. 21-16

[https://wdr.doleta.gov/directives/attach/TEGL/TEGL\\_21-16.pdf](https://wdr.doleta.gov/directives/attach/TEGL/TEGL_21-16.pdf)

Arizona Job Connection

[www.azjobconnection.gov](http://www.azjobconnection.gov)

ARIZONA@WORK Job Center Structure of One-Stop Delivery System Policy #3

<https://arizonaatwork.com/sites/default/files/media/03-2016%20Structure%20of%20One-Stop%20Delivery%20System%20Policy%20Adopted%2002%2016%2017.pdf>

ARIZONA@WORK One-Stop Center Operator and Service Providers Selection Policy – State Workforce Policy #4

<https://arizonaatwork.com/sites/default/files/media/SWP%20%234%20OSO%20and%20Service%20Provider%20Selection%20Policy%2006%2005%2019.doc.pdf>

Conflict of Interest – State Workforce Policy #8

<https://arizonaatwork.com/sites/default/files/media/Conflict%20of%20Interest%20Policy%20Adopted%20022819.pdf>

It is the responsibility of all proposers to be familiar with the compliance aspects of the Uniform Guidance (2 CFR 200) if awarded a contract, comply with the Workforce Innovation and Opportunity Act, and applicable state and federal regulations, as they currently exist or may be hereafter modified or supplemented.