



**Yuma County's Workforce Development Board (YCWDB)
Cybersecurity and Hardware/Software Assessment
Request for Proposals (RFP)**

Schedule

ACTIVITY (All times are local Arizona Time)	Date
Issue Date	November 10, 2025
Solicitation Questions Due (4:00 p.m.)	November 17, 2025
Solicitation Questions Answered Posted on the YCWDB and ARIZONA@WORK website (4:00 p.m.)	November 24, 2025
Solicitation Sealed Proposal Receipt Deadline (3:00 p.m.)	December 5, 2025
Review Committee	December 16, 2025
Tentative Award Date	January 23, 2026
Final Contract Negotiations	February 6, 2026

Submit proposals and requests for alternate formats to:

Alicia Huizar, Contract Manager
Yuma Private Industry Council, Inc.
3834 W. 16th Street
Yuma, AZ 85364
Telephone: 928-329-0990 (1215)
TTY: 7-1-1

ahuizar@ypic.com

RFP websites: www.ypic.com and <https://arizonaatwork.com/locations/yuma-county>

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

ARIZONA@WORK-Yuma County WIOA Title IB Adult, Dislocated Worker, Rapid Response, and Youth Programs, funded 100% by the U.S. Department of Labor. The funding amount for FY 25/26 is \$9,197,325. Arizona Quest Disaster Recovery Dislocated Worker Grant, funded 100% by the U.S. Department of Labor, funding amount of \$2,647,694. Forging STEM Career Literacy & Pathways Program is 100% funded by the U.S. Department of Labor/Workforce Pathways for Youth, funding amount of \$10,000.

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

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SECTION ONE

1.0 STATEMENT OF PURPOSE

The Yuma County Workforce Development Board (YCWDB) operated by the Yuma Private Industry Council, Inc. (YPIC), is seeking proposals from qualified vendors (“proposer”) interested in providing Cybersecurity and Risk Mitigation recommendations, creating a plan to identify observations/issues, and offering advice and direction for future expectations. This will also include a review of hardware and software assessments, as well as antivirus/malware, firewalls, and creating a plan to address any gaps. The proposers interested in providing this service are invited to respond to this request.

1.1 PROJECT OBJECTIVE

With this RFP, the YCWDB intends to fully assess and audit the security of all elements of the YCWDB technology environment. The goal is to have a comprehensive and detailed review of the current environment and an implementation plan to improve the overall technology security posture.

1.2 BACKGROUND

Incorporated in 1988, Yuma Private Industry Council (YPIC) serves as the Private Sector partner in the Public/Private Workforce Development Partnership with the Yuma County Board of Supervisors. The Yuma County Board of Supervisors appoints the Workforce Development Board, which is housed in the organizational framework of YCWDB. The Board draws membership from the community and is made up of representatives from all areas of the public, private, and non-profit sectors.

1.3 PROPOSER EXPECTATIONS

The expectation is that the assessment will be a combination of manual and remote assessment/activities. Functional and operational risk(s) to YCWDB and its business partner(s) shall be avoided at all costs, and YCWDB’s IT Manager will be consulted before conducting any such activities. The selected proposer shall complete the defined scope of work within the period agreed upon by both parties.

The proposer shall be responsible for securing all sensitive data collected during this engagement. Data security details must be outlined and included as an exhibit to the agreement with YCWDB. The proposer will be required to permanently destroy sensitive information (including backups) upon completion of the assessment. Additionally, the proposer shall provide an information security and data breach response plan document substantially similar to Exhibit C hereto, addressing protocols in the event of any data breach, resulting impacts to YCWDB, and liabilities of the proposer.

The proposer will provide a specific timeline from the date of the contract to completion before the start of the assessment.

1.4 MINIMUM QUALIFICATIONS

1. The proposer must be a professional cybersecurity firm whose primary line of business includes providing cybersecurity assessment services.

2. The Primary Assessor performing the services under the contract must have a minimum of ten years of experience providing cybersecurity assessment services.
3. The proposer must have all necessary permits and licenses. Liability as well as errors and omissions insurance must be in full force at the time the proposal is submitted and must be maintained for a period of 2 years after completion of the audit and the contract.
4. The proposer must provide its own work facilities, equipment, supplies, and support staff to perform the required services.

1.5 YCWDB'S RIGHT TO DISQUALIFY PROPOSALS

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

1.6 SCOPE OF PROFESSIONAL SERVICES REQUIRED

The selected proposer will perform cybersecurity, Hardware, and Software Assessment, including, but not limited to:

a. Cybersecurity

i. Risk Assessment

1. Determine cybersecurity risk
2. All YPIC Network
3. All agencies using the YPIC Network
4. Identify and provide evidence of a potential insider threat
5. Identify processes to help remediate the items found
6. Define short and long-term measurements for remediation
7. Provide an executive summary of the findings

ii. Audit

1. IT General Controls Audits of the financial system
2. Identify the process to help remediate the items found
3. Define short and long-term measurements for remediation
4. Provide an executive summary of the findings

iii. Vulnerability Assessment

1. Assess, identify, and provide evidence of potential vulnerabilities with the network endpoints
2. Produce report(s) with details of potential vulnerabilities as well as the risk and severity levels
3. Identify remote users, devices, and 3rd party resources
4. Assess, identify, and provide evidence of potential vulnerabilities with remote users, devices, and infrastructure (such as network, etc.)
5. Identify the process to help remediate the items found
6. Define short and long-term measurements for remediation

b. Hardware and Software Assessment

1. Determine if the current computer systems meet the software and hardware requirements
2. Determine if current computer systems can be upgraded with new hardware and software
3. Suggest upgrading and/or replacing computer systems that do not meet requirements
4. Determine the time it will take to upgrade systems
5. Determine the cost of upgrading/replacing PC systems with up-to-date hardware
6. Provide an executive summary of the findings

c. Mitigation

1. Determine if limited access should be granted to employees, providers, and partners
2. Determine if back-up is conducted on a daily, weekly, and/or monthly basis
3. Determine if the restoration plan is in place

d. Professional service after a breach

1. Determine if expert aid is in place
2. Determine if legal counsel is in place post-breach
3. Determine if insurance (Error and Omission) coverage for breach is in place

e. Internal Users

1. Determine if policies are in place
2. Review policies to ensure completeness, currency, and recommend updates
3. Determine if basic security awareness is in place

f. Third Parties

1. Determine if external policies are in place
2. Determine if a confidentiality agreement is in place
3. Breach containment
 - i. Professional service after a breach:
 1. Determine if Expert aid is in place
 2. Determine if Legal counsel is in place
 3. Determine if Insurance (Error and Omission) is in place
4. Legal counsel

g. Additional Emerging Cybersecurity Areas

To address evolving digital threats and enhance overall protection, the proposer shall also include the following:

1. AI-Generated Phishing Simulation & AI Usage Audit

- a. Conduct phishing simulations using AI-generated emails to assess staff awareness and identify vulnerabilities
- b. Perform an audit to detect unauthorized or risky use of AI tools (e.g., ChatGPT, Gemini) where sensitive agency information may have been entered or exposed
- c. Provide detailed reporting on staff performance and offer targeted remediation training

2. Social Engineering Testing

- a. Test physical and behavioral security awareness through unannounced exercises, including:
 - i. Attempting to gain unauthorized physical access to facilities.
 - ii. Observing and reporting if staff leave computers unlocked or unattended
- b. Report findings with recommendations for improving social engineering defenses

3. Mobile/BYOD (Bring Your Device) Security Review

- a. Review agency practices regarding the use of personal mobile devices, tablets, and USB drives for work purposes
- b. Identify risks related to unprotected endpoints and recommend security policies or controls to safeguard agency data on personal devices

4. Shadow IT and Unauthorized Cloud Application Usage Scan

- a. Conduct scans and assessments to detect unsanctioned use of third-party applications and services (e.g., Dropbox, Google Drive, Canva) by staff
- b. Provide a risk analysis of any unapproved applications found and recommend mitigation strategies to reduce data loss and security breaches

5. Zero Trust Readiness Evaluation

- a. Assess the agency's maturity against key Zero Trust security principles, including:
 - i. Verification of identity (e.g., use of Multi-Factor Authentication).
 - ii. Least-privilege access control policies
 - iii. Device security verification before network access
 - iv. Re-authentication and segmentation of access for sensitive applications
- b. Deliver a readiness score and roadmap for full Zero Trust model adoption

SECTION TWO

2.0 NOTICES

This RFP is a competitive solicitation method used by the YCWDB to maximize the likelihood of selecting highly qualified providers (contractors).

Notice of this RFP is being published in the Yuma Sun newspaper, YPIC's and ARIZONA@WORK websites www.ypic.com and <https://arizonaatwork.com/locations/yuma-county>, and is being distributed via email to organizations on the bidder's list. Upon its release, the RFP and all accompanying attachments will be posted on YPIC's and ARIZONA@WORK websites.

Notices to the proposer shall be made by the YCWDB staff to the person indicated on the proposal and acceptance form submitted by the contractor unless otherwise stated in the contract. Notices to YCWDB staff required by the contract shall be made by the proposer to the solicitation contact person indicated on the solicitation cover sheet, unless otherwise stated in the contract. An authorized contract manager and an authorized proposer representative may change the respective person to whom notice shall be given by written notice to the other, and an amendment to the contract shall not be necessary.

2.1 YCWDB RESERVATION OF RIGHTS

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

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

2.2 TERMINATION

If the YCWDB reasonably determines that the Contractor has breached any of the restrictions or obligations, the YCWDB may immediately terminate the contract without notice or opportunity to cure.

2.3 LOSS OF FUNDING

The YCWDB 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 regulations 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.

2.4 RFP QUESTIONS AND REQUESTS FOR CLARIFICATION

The primary mode of communication between the YCWDB and the potential proposer will be ONLY in writing electronically. Verbal questions/requests for clarification will

not be answered over the phone or in person. Further, the YCWDB 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., Monday, November 17, 2025**, to Alicia Huizar, Contract Manager at ahuizar@ypic.com.

To prevent perceived or actual conflict or undue influence over the process, **all proposers** are prohibited from contacting any YCWDB member, committee member, or staff regarding this RFP. Contact with anyone for purposes of influencing the outcome of the procurement will result in the disqualification of the prospective respondents from this competitive procurement process. The 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 YCWDB anticipates posting answers to all questions by **Monday, November 24, 2025**. The questions and answers page will be posted on the Yuma Private Industry Council Inc. website www.ypic.com and the 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.

2.5 PROPOSAL INSTRUCTIONS

Submit a sealed proposal no later than 3:00 p.m. Arizona Time on **Friday, December 5, 2025**, at 3834 W. 16th Street, Yuma, AZ 85364. The proposal(s) can be submitted electronically, by mail, or delivered in person. Please ask for a proposal receipt, which will have the date and time stamped on it. Mailed proposals must be received by the deadline. All documents submitted by sub-recipients shall be the property of the YCWDB 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.**

The 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 ahuizar@ypic.com.

Proposals are limited to 30 letter-size pages, excluding appendices. All pages must be numbered. Responses should be typed in 12-point font, New Times Roman, with one-inch margins, and double-spaced.

Failure to complete any questions or request for information, in whole or in part, or any deliberate attempt by the proposer to mislead YCWDB, may disqualify the proposer. Each Proposal shall provide the following in addition to describing its qualifications and commitment to providing the required scope of services.

2.6 SOLICITATION PROVISIONS

1. YCWDB reserves the right to make technical corrections or additions to this RFP. Such corrections or additions shall be sent to each applicant who registers at the Technical Assistance Conference.

2. This RFP does not commit the YCWDB to accept any proposal, nor is the YCWDB responsible for any costs incurred by the proposer in the preparation of responses to this RFP.
3. The YCWDB reserves the right to reject any or all proposals, to accept or reject any or all items in the proposal, and to award the sub-award in whole or in part as is deemed to be in the best interest of the YCWDB.
4. The YCWDB 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 YCWDB.

2.7 SCORING AND EVALUATION CRITERIA

The proposal will be judged on completeness and quality of content. YCWDB is seeking to contract with a proposer(s) that has the appropriate qualifications using appropriate methodology to ensure delivery of a quality product, and that has extensive demonstration experience with, and an understanding of, similar projects.

YCWDB reserves the right to determine the best-qualified proposer and negotiate a final scope of service and cost, negotiate a contract with another proposer if an agreement cannot be reached with the selected proposer, or reject all proposals. The selected proposer(s) will be required to enter into a contract agreement with YCWDB, which will incorporate the scope of services as part of the agreement.

2.8 YCWDB REVIEW PROCESS

The Review Committee will consist of five (5) panel members to review the proposals. Each proposal will be scored independently by using the evaluation criteria rubric. Committee members are encouraged to make comments when rating each proposal. The 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 members' ranking forms will be identified by number, not by name, and will be distributed upon request.

Note: The YCWDB 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.

YCWDB shall have the sole right and option to use whatever evaluation and selection criteria it deems appropriate in selecting a proposal; however, the following criteria will be strongly considered during such evaluation and selection:

EVALUATION ITEMS	Maximum Points
Evaluation Criteria – Narrative: Scope of Work	
Project Overview/Executive Summary	20
General Qualifications	20
Professional Staff Qualified and Experienced	15
Potential Conflicts	5
Legal Situations	5
Fee Schedule	15
References	10
Attachment Proposals	10
Total	100

2.9 CONTRACT AWARD

Proposals

The YCWDB shall hold all proposals submitted in confidence pending completion of awards. Following the award process, proposals will be available to the public after execution of the contract.

Award Process

The Review Committee will recommend the proposer to the YCWDB who is considered most qualified to implement the research analysis.

Negotiations

The Review Committee may require the selected proposer to participate in negotiations following the award process and request a revision to the proposal, as needed.

Contract Agreement

The Contract Manager will send the final contract to the awarded proposer upon the approval of the YCWDB. The awarded proposer must sign and submit the final document to the Contract Manager within ten (10) business 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 10 business days, the YCWDB may consider awarding the agreement to the next highest-ranked proposer.

Contract Requirements

The proposer(s) must be covered by Workers' Compensation Insurance. In addition, the proposer(s) must also submit documents addressing general liability insurance, errors and omissions, fiduciary liability, cyber liability, automobile liability, and an indication that there is no conflict of interest on the part of the proposer's submission of a proposal for the services being solicited under this RFP. The proposer(s) shall demonstrate willingness and ability to provide Certificates of Insurance within five (5) days of the Notice of Contract Award.

Funds Available

The maximum funding available for this project is **\$35,000.00**. All proposed budgets must be reasonable, necessary, and aligned with the scope of work outlined in this RFP. The funding amount is subject to final approval and the availability of funds.

Project Execution Timeline

The total estimated duration of the engagement is approximately **3 to 4 weeks**. The project is expected to begin on or about **February 6, 2026**, with all deliverables completed no later than **March 6, 2026**. The final timeline will be determined during the contract negotiation phase.

2.10 INSURANCE

Insurance

Each Contractor and subcontractor shall obtain and maintain at its own expense, during the entire term of this Contract, the following types (s) and amounts of insurance:

Commercial General Liability – Occurrence Form

- 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

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

Workers' Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employer's Liability
 - Each accident \$1,000,000
 - Disease-Each Employee \$1,000,000
 - Disease-Policy Limit \$1,000,000

Professional Liability (Errors & Omissions)

Professional Liability (Error & Omissions) insurance with limits of not less than \$1,000,000 each occurrence, \$2,000,000 aggregate. Such insurance will cover all Work performed by or on behalf of the Contractor and its subcontractors.

Contractor's Employee Dishonesty Insurance

Contractor's Employee Dishonesty Insurance will be endorsed with a Client Property Endorsement (or equivalent to protect the assets and property of the YCWDB with limits of not less than \$2,000,000 per claim. If the Contractor has property of the YCWDB in its care, custody, or control away from YCWDB premises, the Contractor will provide bailee coverage for the cost of the property.

Cyber Liability Insurance

Cyber Liability Insurance with limits of not less than \$2,000,000 for each wrongful act. This policy must cover:

- Liability for network security failures or privacy breaches, including loss or unauthorized access, use, or disclosure of YCWDB data, whether by Contractor or any of the subcontractors or cloud service providers used by Contractor;
- Costs associated with a privacy breach, including notification of affected individuals, customer support, forensic, crisis management / public relations consulting, legal services of a privacy attorney, credit monitoring, and identity fraud resolution services for affected individuals.
- Expenses related to regulatory compliance, government investigations, fines, feed assessments, and penalties;
- Liability for technological products and services;
- PCI fines, fees, penalties, and assessments;
- Cyber extortion payment and response costs;
- First and Third-Party Business Interruption Loss resulting from a network security failure;
- Liability for technological products and services;
- Costs of restoring, updating, or replacing data; and
- Liability losses connected to network security, privacy, and media liability.

APPENDIX A

Proposal Cover Form

Cybersecurity and Hardware/Software Assessment	
The legal name of the entity submitting this proposal:	
Address:	
Telephone Number:	Fax Number (if applicable):
Name of the contact person for this proposal:	
Contact person telephone number:	Contact person's fax number (if applicable):
Contact person's email address:	
Typed name of President or owner:	
President or owner signature:	Date signed:

Appendix B

NARRATIVE RESPONSE

A complete Proposal shall include the following elements.

Section 1: Executive Summary. Introduction and statement of understanding: an overall introduction to the proposal response, including a state of the proposer's understanding of the project.

Section 2: General Qualifications:

- i. Organizational structure of the proposer, including organizational charts.
- ii. Length of time the proposer has been performing cybersecurity audits.
- iii. Number of full-time IT cybersecurity assessors employed by the proposer.
- iv. Discuss the proposer's competitive advantage over the firms in providing cybersecurity services.
- v. For the proposer's office that will be assigned to YCWDB, complete Attachment B, listing cybersecurity audits.
- vi. Describe the proposer's systems controls, security, and resources utilized to ensure the confidentiality and integrity of client data and information.

Section 3: Professional Staff Qualified and Experienced:

- i. List the name, title, and office location of the primary individual(s) who would be responsible for YPIC's account.
- ii. Provide biography/profile/resume for each person identified above.
- iii. Describe what role the lead cybersecurity assessor will play in providing the required services.
- iv. For the lead cybersecurity assessor, list their assignments for the last five (5) years. Include for each assignment the date of the final report, whether the cybersecurity assessor was the primary or secondary, and the client's name.

Section 4: Potential Conflicts:

- i. Provide details of any potential conflicts of interest related to any other client relationships, YCWDB affiliates, or YCWDB's staff if awarded the engagement.

Section 5: Legal Situations:

- i. Has any officer or principal of your organization been involved in litigation or legal proceedings related to any cybersecurity auditing or other consulting activities? If so, provide a brief explanation and indicate the current status of proceedings.
- ii. Has your firm, or the Primary Assessor, within the last ten (10) years been censured, decertified, prosecuted or fined? If so, please indicate the dates and describe the situation.
- iii. Has your firm, within in the last ten (10) years, every experienced a cybersecurity breach? If so, please indicate the dates and describe the situation

Section 6: Fee Schedule:

- i. YCWDB anticipates awarding an agreement to perform cybersecurity services. Please propose your fee per Exhibit A and include it as an attachment (per section 9).

- ii. The fee must be all-inclusive, as no additional charges will be allowed. There will be no additional reimbursement for travel time or expenses, telephone costs, copying costs, etc.
- iii. For additional services requested by YCWDB that are included with the scope of work outlined in this RFP, please indicate your hourly time charges.

Section 7: References:

- i. The proposer shall provide at least one former client reference for which the proposer performed cybersecurity auditing services, similar to those described in the RFP, within the last three (3) years.
- ii. The proposer shall provide at least three (3) current client references for which the proposer performs cybersecurity auditing services, similar to those described in this RFP, within the last three (3) years.
- iii. The proposer shall provide the following information for the references' names in i and ii above:

Entity Name	
Entity Address	
Website	
Nature of Business	
Primary Contact Name, Title, Telephone Number, and email	
Nature and Length of Relationship	
Description of Services Provided	

YCWDB reserves the right to contact any of the individuals/agencies provided.

Section 8: Attachments to Proposal:

The following is a list of required Attachments to the proposal:

- i. Proposer's Financial Information or Audited Financial Statements
- ii. Example Cybersecurity Report
- iii. Fixed Fee Scheduled – Exhibit A
- iv. Listing of Cybersecurity Audit Project – Attachment B
- v. Information Security and Data Breach Response
- vi. Certificate regarding Debarment, Suspension, and other responsibilities matters primarily covered transaction
- vii. Certification Regarding Lobbying
- viii. Additional Material – material and information not specifically requested, but which the proposer wishes to submit
- ix. Copy of Error and Omission Insurance

Appendix C

Yuma County's Workforce Development Board (YCWDB) Cybersecurity Assessment and Hardware/Software Assessment Request for Proposals (RFP)

FIXED FEE PROPOSAL

Name of Proposer

Fees must be submitted in U.S. dollars in the format prescribed below. The proposed fixed fee must include all costs and expenses related to providing cybersecurity auditing services as described in this RFP. The proposed fixed fee must be guaranteed for the term of the contract.

Contract Term	Proposed Fixed Fee	Evaluation Time	Line
		Start Date	End date
Risk Assessment	\$		
Audit	\$		
Vulnerability Assessment	\$		
Hardware and Software Assessment	\$		
Mitigation	\$		
Professional service after a breach	\$		
Internal Users	\$		
Third Parties	\$		
Additional Emerging Cybersecurity areas	\$		
Total			

Signature

Date

Print Name

Title

Appendix D

**Yuma County's Workforce Development Board (YCWDB)
Cyber Security, Hardware/Software Assessment
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LISTING OF CYBERSECURITY PROJECTS

Name of Proposer

For the proposer's office that will be assigned to ARIZONA@WORK-Yuma County, list cybersecurity audit projects the proposer deems similar to the scope of work described in this RFP.

Name of Entity	Nature of Business	Years of Engagement	Scope of Work	Date(s) Completed

Appendix E

INFORMATION SECURITY AND DATA BREACH RESPONSE

- i. **Security incidents and/or Data Breaches.** If the proposer knows of an activity or practice of the proposer that constitutes a material breach or violation of the proposer's obligation, the proposer must take reasonable steps to cure the breach or end the violation.
- ii. **Discover and Notification of Security Incidents and/or Security Breaches.** The proposer shall notify YCWDB IT Manager immediately by telephone call and by email upon the discovery of the security incident and/or security breach affecting the security of data if the data was, or is reasonably believed to have been acquired by an unauthorized person, or there is an intrusion, potential loss, actual loss, or unauthorized use or disclosure of the data or is in violation of this RFP, or applicable state or Federal law.
 - a. The proposer shall take:
 - i. Prompt corrective action to mitigate the risks or damages involved with the security incident and/or breach and to protect the operating environment.
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and state laws and regulations.
- iii. **Investigation of Information Security Incidents and/or Security Breaches.** The proposer shall promptly investigate such security incidents and/or security breaches. YCWDB shall have the right to participate in the investigation of such security incidents and/or security breaches. YCWDB shall also have the right to conduct its own independent investigation, and the proposer shall cooperate fully in such investigations.
- iv. **Updates on Investigation.** The proposer shall provide regular (at least once a week) email updates on the progress of the security incident and/or security breach investigation to YCWDB's IT Manager until they are no longer needed, as mutually agreed upon between the proposer and YCWDB's IT Manager.
- v. **Written Report.** The proposer shall provide a written report of the investigation to the YCWDB IT Manager within 24 hours of the discovery of the security incident and/or security breach. To the extent the proposer has such information, the report shall include, but not limited to, the following:
 - a. The proposer's point of contact information;
 - b. Description of what happened, including the date of the security incident and/or security breach and the date of the discovery of the security incident and/or security breach, if known;
 - c. Description of the types of data that were involved and the extent of the information involved in the security incident and/or security breach;
 - d. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed data;
 - e. A description of where the data is believed to have been improperly transmitted, sent, or utilized;
 - f. A description of the probable causes of the improper use or disclosure;
 - g. Pursuant to Ariz. Rev. Stat. §18-551 and 18-552 or any other Federal or state laws requiring individuals' notification of breaches that are triggered; and
 - h. Full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Incident and/or Breach.

6. **Cost of Investigation and Remediation.** The proposer shall be responsible for all costs incurred by YCWDB due to security incidents and/or security breaches resulting from proposer's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. The proposer shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state law and other obligations set for in Ariz. Rev. Stat. §18-551 and 18-552; (3) a credit monitoring services required by State (or Federal) law; (4) a website or a toll-free number and call center for affected individuals required by state law; and (5) complete all corrective actions as reasonably determined by the service provider based on root cause.
7. **Contact Information.** To direct communications to the above-referenced staff, the proposer shall initiate contact as indicated herein. YCWDB reserves the right to make changes to the contact information below by giving written notice to the proposer. Said changes shall not require an amendment to this RFP.

YCWDB IT Manager

Fernando Sanchez

3834 W. 16th Street

Yuma, AZ 85364

Email: fsanchez@ypic.com

Phone: (928) 329-0990 Ext. 2912

By signing below, I hereby acknowledge that I have completely read and fully understand the information provided in the *Information Security and Data Breach Response* document.

Proposers Signature

Date

Proposer Name

Appendix F

NON-DISCLOSURE AGREEMENT

THIS NON-DISCLOSURE AGREEMENT (this “Agreement”) is effective as _____, 2025, and is entered into by and between the Yuma Private Industry Council, Inc. _____ (“Disclosing Party”) and _____ (“Recipient”).

Whereas, the Yuma Private Industry Council, Inc. (be referred to as the Disclosing Party) is the owner of confidential and proprietary information (collectively referred to as “Confidential Information”).

Whereas, _____ (to be referred to herein as “Recipient”) has entered into an agreement with Company, which will require the compilation and exchange of Confidential Information between Company and Client and Client's employees and/or agents.

Whereas, the Parties have formed this Agreement to protect the Company’s Confidential Information from unauthorized disclosure, while the parties have another agreement in place.

The parties to this Non-Disclosure Agreement have agreed to the following terms governing the confidentiality of certain information company may disclose to the recipient.

1. **Purpose of Disclosure and Responsible Agents.** The Disclosing Party and the Recipient wish to exchange information to evaluate a potential business relationship relating to the Yuma Private Industry Council, Inc. Cybersecurity Assessment (the “Purpose”). The Disclosing Party will disclose and receive information through its agent, Fernando Sanchez, IT Manager. The Recipient will disclose and receive information through its agent, [need client's name representative]. Both parties acknowledge that certain information disclosed by the Company may be confidential and, if so, must be protected by the recipient to the extent allowed by applicable law.
2. **Definition of Confidential Information.** For purposes of this Agreement, “Confidential Information” means all information, drawings, data, software, documentation, business plans and know-how relating to the Purpose that is disclosed by one Party (the “Disclosing Party”) to the other Party (the “Recipient”) that in any way relates or pertains to the Disclosing Party, its research, technology, personnel, operations or business and: (a) if disclosed in written, electronic or other tangible form is conspicuously marked as “confidential,” or other similar designation; (b) if disclosed in oral or visual form or observed while on the premises of the disclosing party, is identified in writing as confidential at the time of disclosure or within thirty (30) days of such disclosure.
3. **Exceptions.** Confidential Information does not include any information that: (a) at the time of the disclosure, is generally available to the public or thereafter becomes generally available to the public through no act or omission of the Recipient; (b) is developed by Recipient independently of and without use of or access to the Confidential Information; (c) is disclosed to Recipient by a third party who has a right to make such disclosure; (d) was already in Recipient’s rightful possession before the time of receipt from the Disclosing

Party, as evidenced by Recipient's written records; or (e) is required to be disclosed to a third party by applicable laws or court actions.

4. **Ownership.** The Recipient acknowledges and agrees that: (a) all right, title and interest in and to all Confidential Information is and will remain the exclusive property of the Disclosing Party; (b) nothing in this Agreement will be deemed to convey to the Recipient any rights to or license of any intellectual property rights possessed by the Disclosing Party; and (c) nothing in this Agreement will be deemed to grant to the Recipient any rights to modify, revise or alter the Disclosing Party's Confidential Information.
5. **Non-Use and Non-Disclosure.** The Recipient will treat as confidential and will not, directly or indirectly: (a) use any Confidential Information other than for the Purpose; (b) divulge or disclose any Confidential Information to any third party; or (c) permit any Confidential Information to be divulged or disclosed to or examined or copied by any third party. Without limitation of the previous sentence, the Recipient agrees not to divulge or disclose any Confidential Information to, or to permit any Confidential Information to be divulged or disclosed to or examined or copied by, any of its employees, agents, representatives, except on a "need to know" basis (each such person, a "Permitted Disclosee"). The Recipient will (i) inform each Permitted Disclosee of the requirements of this Agreement, and (ii) ensure that each Permitted Disclosee complies with each of the Recipient's obligations as outlined in this Agreement.
6. **Return of Materials.** Upon request by the Disclosing Party, the Recipient will immediately return to the Disclosing Party all Confidential Information, including all documents and copies of documents in its possession containing Confidential Information. The Recipient may keep a copy for archival purposes.
7. **Injunctive Relief.** The Recipient acknowledges and agrees that if the Recipient or any Permitted Disclosee breaches any of the Recipient's obligations outlined in this Agreement: (a) the Disclosing Party will suffer severe and irreparable injury; (b) the Disclosing Party's remedy at law for damages will be inadequate; and (c) the Disclosing Party will be entitled to seek an injunction to restrain any threatened or continuing breach by the Recipient or any Permitted Disclosee. In addition to such injunctive relief, the Disclosing Party will be entitled to any and all court-awarded damages, costs, and expenses, including, without limitation, reasonable attorneys' fees, incurred in connection with the enforcement of this Agreement, in addition to any other rights and remedies it may have at law or in equity.
8. **Term.** The term of this Agreement (the "Term") will commence on the Effective Date and end on the earlier of (a) the first anniversary of the Effective Date, or (b) thirty days after one Party gives the other Party written notice of termination. The Parties' obligations outlined in this Agreement will survive for three years after termination of this Agreement.
9. **No Obligation.** Nothing in this Agreement shall obligate either party to proceed with any transaction between them or to disclose any specific Confidential Information.
10. **NO WARRANTY.** All Confidential Information Is Provided "As Is." Neither Party Makes Any Warranty, Express, Implied, Or Otherwise, Regarding Its Accuracy or Completeness or Any Other Matter.
11. **Governing Law and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Arizona. The Parties agree that all actions and proceedings arising from or related to this Agreement will be litigated in local, state, or Federal courts located in

Yuma County, Arizona. The Parties hereby acknowledge that this Agreement may be subject to arbitration in accordance with applicable law and court rules.

12. **Entire Agreement; No Modification.** This Agreement contains the entire agreement between the parties with respect to the subject matter hereof. Except as otherwise expressly agreed in writing, this Agreement supersedes any other agreement or provision relating to the subject matter hereof, regardless of whether such agreement was entered into before, after, or contemporaneously with this Agreement. This Agreement may not be modified or amended except by a writing signed by both Parties.
13. **No Waiver.** No waiver by either Party of any provision of this Agreement, waiver of any default under this Agreement or failure to insist on strict performance under this Agreement will affect the right of such Party thereafter to enforce such provision or to exercise any right or remedy in the event of any other default, whether or not similar.
14. **Assignment.** This Agreement will be binding upon and enforceable by the Parties, their respective successors and permitted assigns. Neither Party may assign or transfer any interest in or obligation under this Agreement without the prior written consent of the other Party.
15. **Compliance with Laws.** The Parties agree to be bound by applicable state and Federal rules governing equal employment opportunity, nondiscrimination, and immigration.
16. **Enforcement of NDA.** The Parties acknowledge and agree that breach of this NDA may constitute a material breach of the related Agreement, which may be grounds for termination of the Agreement between the Parties. The Parties agree to notify the other of any suspected authorized disclosure and take reasonable action to remedy that disclosure.
17. **Signatures.** The Parties agree that any xerographically or electronically reproduced copy of this fully-executed Agreement shall have the same legal force and effect as any copy bearing original signatures of the parties.

IN WITNESS WHEREOF, each Party to this Agreement has caused it to be executed by its duly authorized officer or representative as of the Effective Date.

YUMA PRIVATE INDUSTRY COUNCIL, INC. ARIZONA AUTHORIZED SIGNATORY

By: _____	By: _____
Name: <u>Patrick Goetz</u>	Name: _____
Title: <u>Operations Directors</u>	Title: _____
Date: _____	Date: _____

Appendix G

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTION

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

Date

Appendix H

CERTIFICATION REGARDING LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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 or on 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 the 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

Date

Appendix I

W-9 for Taxpayer Identification Number and Certification

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

Appendix J

Conflict of Interest Certification

1. The proposer certifies that:
- a. They have not offered or caused to have offered or provided any gratuities, favors, or anything of monetary value to any member or individual employed by the YCWDB or Chief Elected Officials for the purpose of influencing the selection of their proposal or any other proposal submitted hereunder.
 - b. They have not engaged in any activity to restrict or eliminate competition.
 - c. No manager, employee, or paid consultant of the proposer's company or spouse or child of any manager, employee, or paid consultant is a member of the YCWDB or Chief Elected Officials.
 - d. They have disclosed any interest, fact, or circumstance that does or may present a potential conflict of interest below:

- e. If the answer to any of the above certifications is yes, the proposer has disclosed the relationship or action below:

2. Violation of this provision may cause a proposer's bid to be rejected. This does not preclude partnerships, consortiums, or subcontracts.

I _____

(Name)

(Title)

of _____

(Name of proposer's entity)

I am authorized to make the above Certifications and to submit this proposal on behalf of

(Name of Proposer's Entity)

Signature

Date

Appendix K

Procurement Process

The YCWDB procurement process complies with:

1. 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.
2. Purchases of contractual services by the Yuma Private Industry Council, Inc., YCWDB, 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.
3. The YCWDB 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.
4. 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 that employs, or is
 - about to employ any of the above.
- c. Violate any State or Federal conflict of interest law or regulation.

Appendix L

Appeal Process

Purpose. To provide a process for a 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 Contract Manager at ahuizar@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 Contract Manager at ahuizar@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 YCWDB shall be scheduled within thirty days of the Board's receipt of a protest or appeal unless the protestor and the 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 YCWDB 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 YCWDB shall affirm, modify, or revise the original decision. When a decision is modified or reversed, the YCWDB shall state the specific reasons for modification or reversal. The Clerk of the Board shall mail notice of the YCWDB 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 YCWDB shall become final on the date the decision is announced to the public.