

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

| Schedule | | | |
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| ACTIVITY (All times are local Arizona time | Date | | |
| Issue Date | December 13, 2024 | | |
| Solicitation Questions Due (4:00 p.m.) | December 20, 2024 | | |
| Solicitation Questions Answered Posted on the YPIC and ARIZONA@WORK website (4:00 p.m.) | January 10, 2025 | | |
| Solicitation Conference/Technical Assistance Session (2:00 – 4:00 p.m.) by electronic meeting, | January 17, 2025 | | |
| Solicitation Sealed Proposal Receipt Deadline (3:00 p.m.) | February 7, 2025 | | |
| Review Committee | February 14, 2025 | | |
| Tentative Award Date | March 12, 2025 | | |
| Final Contract Negotiations | April 30, 2025 | | |
| Contract Term: | July 1, 2025 – June 30, 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 OSORFP@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 and Youth Programs, funded 100% by the U.S. Department of Labor. The funding amount for FY 24/25 is \$10,080,107.

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

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SECTION ONE

1.1 Introduction

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

In the event the Sub-recipient to this RFP is a current ARIZONA@WORK – Yuma County direct service provider, the Sub-recipient will be required to establish sufficient firewalls and conflict of interest policies and procedures compliant with WIOA Section 121 (d) (4) (A) and (C), §678.615.

The Sub-recipient will serve as a liaison to the required one-stop system partners and manage customer flow within the One-Stop Delivery system.

1.2 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.

The Governor of Arizona identified 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 by the Workforce Arizona Council (WAC). YPIC is also the fiscal agent for all local WIOA Title I, Adult, Dislocated Worker and Youth 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, and Town of Wellton
- Unincorporated Communities: Mohawk, Roll
- Census Designated Areas: Tacna and Dateland

1.3 Legal Authority

The WIOA requires that one-stop operators be chosen through a competitive process in Section 121(d)(2)(A) and the Uniform Administrative Guidance set out at 2 CFR 200.318

through 200.326, State and local procurement law. A One-Stop Center operator is different than a service provider and is an entity responsible for the management functions of a One-Stop Center. YCWDB is responsible for conducting the competitive procurement for the selection of a One-Stop Operator. Once YCWDB has competitively selected a One-Stop Operator, YCWDB will execute a legally binding agreement which will take the form of a written contract with the One-Stop Operator.

1.4 Purpose of Request for Proposal

The YCWDB is soliciting proposals for an entity to serve as the One-Stop Operator (OSO) as described in the Workforce Innovation Opportunity Act (WIOA).

1.5 Qualifications

The following qualifications are non-negotiable:

Each Applicant 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 a 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 Operators. Nontraditional public secondary schools and area career and technical education schools may be eligible for such designations or certifications.

Sub-recipient 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 Applicant will be immediately disqualified. Any Sub-recipient that is suspended, debarred, or otherwise prohibited from contracting for WIOA funding will be disqualified and its proposal will be rejected.

The applicant must have the expertise to work with individuals with disabilities (See the 4 Year Plan 2025-2028).

1.6 Contract

The contract will also be subject to any changes in the legislation, regulations, or policies promulgated by the funding sources. The YCWDB may expand the scope of the contract to incorporate other funding, requirements, or workforce programs that the YCWDB deems necessary or appropriate.

Federal funding is the principal support for the Adult, Dislocated Worker and Youth programs. Funding is subject to annual allocation based upon the amount secured by the YCWDB. The contractual funding agreement shall be revised to decrease or increase funding as required to indicate federal funds awarded by the State of Department of Labor. The sub-recipient will be awarded a "cost-reimbursement contract" pursuant to this RFP. Optional one-year contracts may be granted based on meeting successful contract please see the link https://www.acquisition.gov/far/subpart-16.3

The awarded sub-recipient will be required to submit copies of Level 1 Fingerprint Clearance cards and background checks with the Arizona Child Safety Department.

1.6.1 Reason for Disqualification:

All conditions, appendices, and statements contained in this RFP must be completed. Failure of the contracting organization to accept these obligations may result in the disqualification.

The YCWDB reserves the right to disqualify any proposal 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 sub-recipient 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.

The sub-recipient shall not be subject to disbarment or suspension from receipt of Federal, State, or local funds; nor have a record of substandard performance in conducting training and employment programs.

1.6.2 Period of Performance:

The YCWDB staff intends to award a single contract for the services identified herein with renewable options on a yearly basis not to exceed a total of three years. *The Contract period shall start on July 1, 2025, and end on June 30, 2026.*

1.7 Scope Of Work

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).

1.7.1 Required ARIZONA@WORK Delivery System 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, §678.400 and Workforce Arizona Council (WAC) Policy the entities responsible for administering the following programs and activities in the local area are required one-stop delivery system partners:

- 1. Program authorized under Title I of WIOA, including Adults, Dislocated Workers, Youth, Job Corps, YouthBuild, Native American programs, and migrant and seasonal farm workers programs (20 CFR §678.400) The one-stop partner entity for the Native American Program and Migrant and Seasonal Farmworker programs is the grantee of those respective programs. The one-stop partner entity for Job Corps is the Job Corps Center. (20 CFR 678.415 (d));
- 2. Employment services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.).;
- 3. Adult education and literacy activities authorized under Title II of WIOA. For Title II of WIOA, the sole entity or agency in the state or outlying area responsible for administering or supervising policy for adult education and literacy activities in the State or outlying area in the one-stop partner entity. The state-eligible entity may delegate its one-stop partner responsibilities to one or more eligible providers or a consortium of eligible providers. (20 CFR 678.415b);
- 4. The Vocational Rehabilitation program authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C. 720 et seq.). For the Vocational Rehabilitation program, the one-stop partner entity is the designated State agencies or designated State units specified under sec. 101(a)(2) of the Rehabilitation Act that is primarily concerned with vocational rehabilitation, or vocation and other rehabilitation, of individuals with disabilities (678.415 (c));
- 5. The Senior Community Service Employment Program authorized under Title V of the Older American Acts of 1965 (42 U.S.C. 3056 et seq.);
- 6. Career and Technical Education programs at the post-secondary level authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C 2301 et seq.). For the Carl D Perkins Career and Technical Education Act of 2006, the state-

eligible agency is the one-stop partner entity. The State eligible agency may delegate its one-stop partner responsibilities to one or more State agencies, eligible recipients at the postsecondary level, or consortia of eligible recipient at the post-secondary level;

- 7. Trade Adjustment Assistance activities authorized under Chapter 2 of Title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.);
- 8. Jobs for Veterans State Grants programs authorized under chapter 41 of title 38, U.S.C.;
- 9. Employment and training activities carried out under the Community Services Block Grant (42 U.S.C. 9901 et seq.);
- 10. Employment and training activities carried out by the Department of Housing and Urban Development; Programs authorized under State unemployment compensation laws (in accordance with applicable Federal law);
- 11. Program authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532); and
- 12. Temporary Assistance for Needy Families (TANF) authorized under part A of Title IV of the Social Security Act (42 U.S.C. 601 et seq.), unless exempted by the Governor.

1.7.2 Optional One-Stop Partners

The Local Board and CEOs may approve other entities that carry out a workforce development program, including Federal, State, or local programs and programs in the private sector, as additional partners in the one-stop system including:

- Employment and training programs administered by the Social Security Administration, including the Ticket to Work and Self-Sufficiency Program established under sec 1148 of the Social Security Act (42 U.S.C. 1320B-19); Employment and training programs carried out by the Small Business Administration;
- 2. Supplemental Nutrition Assistance Program (SNAP) Employment and training programs, authorized under sections 6(d)(4) and 6(o) of the Food and Nutrition Act of 2008 (7 U.S.C. 2015(d)(4));
- 3. Client Assistance Program authorized under section 112 of the Rehabilitation Act of 1973 (29 U.S.C 732); Programs Authorized under the National and Community Service act of 1990 (42 U.S.C 12501 et seq.); and
- 4. Other appropriate Federal, State or local programs, including employment, education, and training programs provided by public libraries or in the private sector.

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^{th} Street Yuma, AZ 85364. The current hours are Monday – Thursday 8:00 am - 5:00 pm and Friday from 9:00 am - 5:00 pm (one hour of administrative time per week is negotiable). Non-traditional hours can be scheduled to accommodate the special needs of the local economy and community. Additional access points and partner resources are available in Yuma County:

- Goodwill Career Resource, 3097 S. 8th Avenue Yuma, AZ 85364
- Yuma County Library, 2951 S. 21st Dr., Yuma, AZ 85364
- Somerton Branch Library, 240 W. Canal St. Friends of the Library, Somerton, AZ 85350
- San Luis Library, 1075 6th Avenue, San Luis, AZ 85349
- Yuma County Housing Authority City of Yuma, 420 South Madison Avenue in Yuma, AZ 85364
- Portable Practical Educational Preparation Incorporated, 210 N. Bingham Avenue Somerton, AZ 85350
- Western Arizona Council of Governments, 1235 S. Redondo Center Dr. Yuma, AZ 85365
- Small Business Resource Center, 1453 North Main Street, Suite 5, San Luis, AZ 85349
- Housing Authority of the city of Yuma Mesa Heights, 2150 S. Arizona Avenue, Yuma, AZ 85364
- Yuma County Adult Probation, 405 S. Main St., Yuma, AZ 85364
- City of Wellton Library, 28790 San Jose Avenue, Wellton, AZ 85356
- Arizona Western College Downtown Center, 1351 S. Redondo Dr. Yuma, AZ 85364
- Wellton Manufacturing Training Center, 28851 County 12th Street, Wellton, AZ
- Department of Economic Security, 1800 E. Palo Verde, Yuma, AZ 85364

The YCWDB is committed to creating an environment where everyone benefits from opportunity, mutual respect, and a sense of belonging. The Sub-recipient must ensure that equity, diversity, and inclusion are a priority when delivering services.

1.7.3 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 Sub-recipient 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 Sub-recipient is prohibited from displaying its own name or logo on any materials associated with performing this scope of work.
- Become knowledgeable of partner performance measures and program services to coordinate cross-training among partners.
- Coordinate and facilitate 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 who can benefit from the One-Stop Center services; and ensure a steady pipeline of participants coming into the One-Stop Center.
- Coordinate co-case management for individuals with disabilities (See the 4 Year Plan 2025-2028).

1.7.4 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 ensure 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 interest arising from the relationships of the One-Stop Operator with any of the sub-awardee's career and training service providers; 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. The One-Stop certification process is posted at the Department of Economic Security website.
- Create and maintain a partner directory to include updated name, and contact information, and distribute as needed.
- Become knowledgeable with the Integrated Service Delivery System (ISDS) and the Client Referral System (CRS) to document the interaction with the individual.
- 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.
- Orientation services must be delivered in partnership with the One-Stop Operator and the service provider.

1.7.5 One-Stop Operations

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

- a. Manage all customer flow through a seamless service utilizing the ISDS and CRS to identify the needs of customers, providing an information orientation for the direction of appropriate services; and learning the benefits of becoming an ARIZONA@WORK Yuma County member including:
 - Assist customers creating an ISDS member account, including an email account, if needed.
 - Assist customers 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 of 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 training.
 - Generate ISDS reports on a weekly basis to share with the co-located partners tracking customer flow and delivery of One-Stop services.
 - Generate CRS reports to track the number of referrals exchanged and the successful outcomes of those referrals.

1.7.6 One-Stop Delivery System Electronic Access

In addition to providing access to services through the mandatory comprehensive physical one-stop center and any affiliated sites or specialized centers, required onestop partner programs, must provide access to programs, services, and activities through electronic means, where applicable and practicable.

- The provision of programs and services by electronic methods such as websites, telephones, or other means must improve the efficiency, coordination, and quality of one-stop partner services.
- Electronic delivery must not replace access to in-person services at comprehensive one-stop centers or be a substitute for making services available at an affiliated site if the partner is participating in an affiliated site.
- Electronic delivery systems must be in compliance with nondiscrimination and equal opportunity.

1.7.7 One-Stop Operator Staffing

- 1. Determine the number of One-Stop Operator staff needed to operate the One-Stop Center.
- 2. All staff providing direct services to customers are subject to background checks before any staff member provides services.
- 3. The Sub-recipient 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 productivity 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 partner's ability to perform assigned roles, have knowledge of federal, state, and local policies, procure, be culturally competent, and comprehend the unique characteristics of all co-located partner programs.
 - Ensure the use of the YCWDB's data Management Systems for client tracking and case management.
- 4. The Sub-recipient's staff will use the provided computers and/or laptops when working at the One-Stop Center and must complete the YCWDB and DES mandatory Security Awareness Training prior to accessing the systems.

1.7.8 Board Meeting Attendance and Reporting

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

- a. The Sub-recipient will meet with the YCWDB 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 YCWDB staff.
 - Adult and Dislocated Workers Enrollments results
 - Number of orientations conducted
 - Outreach/Recruitment results
 - Client Referral System results
 - 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.

1.8 Contract Oversight and Evaluation of the One-Stop Operator

The One-Stop Operator will ensure compliance with WIOA regulations and local policies and procedures. The Sub-recipient will cooperate fully with the YCWDB 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, the State of Arizona, and any other agency that provides funds used by WIOA. The evaluation will consist of, but not be limited to the following: administrative record reviews, interview of Partners, 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 Sub-recipient will be subject to a Correction Action Plan (CAP). The Sub-recipient must be compliant within 30 days of receiving the finalized monitoring report and/or letter.

1.9 Accessibility, Equal Opportunity, and Non-Discrimination

The YCWDB is committed to services for all customers. The Sub-recipient 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 YCWDB-funded program or activity because of race, color, religion, sex, national origin, age, disability, English proficiency, sexual orientation, political affiliation, or belief. The Sub-recipient is expected to demonstrate full compliance with the Americans with Disabilities Act Amendments Act of 2008 (ADAAA) and all other equal opportunity laws. The Sub-recipient must coordinate with the local EEO officer and ensure Sub-recipients/providers and staff receive accessibility training. The Sub-recipient 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."

The subrecipient is responsible for covering the costs associated with providing accommodations including sign language support to participants.

1.10 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 of 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 <u>ARIZONA@WORK Yuma County Records Management and Retention Policy.</u>
- The sub-recipient staff will use the provided computers and/or laptops and must complete the following mandatory Training prior to accessing data from internal management systems:
 - DECAP15 Address Confidentiality Program
 - Security Awareness Training
 - DE5110 AJC NextGen Title IB-WIOA
 - DE5113 AJC NextGen Systems Getting Started
 - DE5114 AJC NextGen Systems Search
 - DE5115 AJC NextGen Adding Information
 - DE5116 AJC NextGen Enrollments
 - DE5129 Title 1-B Program in the Workforce System
 - DE5130 Adult and Dislocated Worker Programs
 - DE5132 WIOA Performance Indicators.
 - DE5502 WIOA Laws and Regulation
 - DE5503 DERS Disability Awareness

**Trainings are subject to change.

SECTION TWO

2.0. PROJECT TIMELINES

Proposal Review Process and Contract Award Schedule

| December 13, 2024 | RFP Process Opens: Applicants may pick up RFP packages including attachments beginning at 8:00 a.m. at Yuma Private Industry Council, 3834 W. 16th Street, Yuma, AZ 85364, or may download from the website: <u>www.ypic.com</u> and <u>https://arizonaatwork.com/locations/yuma-county</u> . |
|-------------------|--|
| December 20, 2024 | Solicitation Questions Due by 4:00 pm. |
| January 10, 2025 | Solicitation Questions Answered Posted on the YPIC and ARIZONA@WORK website by 4:00 pm. |
| January 17, 2025 | Solicitation Conference/Technical Assistance Session: Scheduled for 2:00 - 4:00 pm by virtual meeting . It is recommended that applicants who have general questions regarding the RFP process be present at this session. |
| February 7, 2025 | Proposal Receipt Deadline: Proposals must be received by 3:00 p.m. at Yuma Private Industry Council, 3834 W. 16th Street Yuma, AZ 85364. Late submissions will not be considered. |
| February 14, 2025 | Proposal Review Committee: Date and time to be determined |
| March 12, 2025 | Workforce Development Board Approval of Recommended Sub-Recipient(s) |
| April 30, 2025 | Final Contract Negotiations |
| July 1, 2025 | Program Start Date |

**All dates are subject to change.

2.1 Notices

Notices to the applicant shall be issued by the YCWDB staff to the individual listed on the proposal. Notices to YCWDB staff required by the contract shall be made by the sub-recipient to the solicitation contact person indicated on the solicitation cover sheet unless otherwise stated in the contract. An authorized contract manager and an authorized sub-recipient 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.

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 #7 – Conflict of Interest Policy.

YCWDB retains the right to decline any sub-recipient staff member, whether an employee, sub-recipient, or volunteer to perform services under this contract if YCWDB deems that the staff member could negatively impact participants or the program. This would include any situation where the sub-recipient staff member is related to a YPIC employee and the said employment by the sub-recipient could be deemed or viewed as nepotism or a conflict of interest.

2.2 YCWDB Reservation of Rights

The YCWDB reserves the right to:

- Reissue, delay, reject, amend, modify, or cancel any or all proposals at any time without prior notice;
- Negotiate with any qualified sub-recipient;
- Extend the deadline for proposals;
- Request additional information from any or all sub-recipients; and/or
- Renew contracts up to three additional one-year terms without reissuing an RFP.
- Accept or reject any or all of the proposals received and cancel in part or in its entirety this request if it is in the best interest of the YCWDB to do so.
- Negotiate necessary adjustments in proposed funding levels and program activities.
- Direct sub-recipients to implement changes in accordance with State directives in order to comply with WIOA and applicable regulations.

2.3 Termination of Contract

a. Failure to Perform

If through any cause, the sub-recipient 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 sub-recipient will receive technical assistance from the YCWDB staff. The sub-recipient must comply with corrective action requirements in a timely manner as specified by the YCWDB staff. If the sub-recipient 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 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. At the time of contract termination by either party for whatever reason, the sub-recipient is only entitled to costs incurred prior to the time of contract termination. The subrecipient is responsible for liability of accrued vacation, sick leave, and paid time off (PTO).

2.4 RFP Questions and Requests for Clarification:

To prevent perceived or actual conflict, or undue influence over the process, applicants are prohibited from contacting any YCWDB member, committee member, or staff regarding this RFP. Contacting anyone for the purpose of influencing the outcome of the procurement will result in disqualification. Applicants 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 Friday, January 10, 2025. Questions and answer page will be posted on the Yuma Private Industry Council Inc. website <u>www.ypic.com</u> and ARIZONA@WORK website <u>https://arizonaatwork.com/locations/yuma-county</u>. It is the sub-recipient'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, January 17, 2025, **by virtual meeting.**

Sub-recipients are strongly encouraged to attend the solicitation conference meeting at the date and time listed on page one. The purpose of this meeting is to review this RFP and respond to sub-recipient questions. Please email ADWRFP@ypic.com to register for this meeting.

2.5 PROPOSAL INSTRUCTIONS

Submit sealed proposal no later than 3:00 pm Arizona Time on February 7, 2025, at 3834 W. 16th Street, Yuma, AZ 85364. The proposal(s) can be submitted electronically, by mail or can be 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.**

Submit 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.

Sub-recipients 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.

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.

Sub-recipient must submit proposal package in the proper layout and sequence as noted on 2.15.

2.6 SOLICITATION PROVISIONS

- 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.
- This RFP does not commit the YCWDB to accept any proposal, nor is the YCWDB responsible for any costs incurred by the respondent in the preparation of responses to this RFP.
- 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.
- 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 RFP 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. The RFP Review Committee members ranking forms will be identified by number, not by name, and will be distributed upon request. Applicants may request in writing their individual rating forms after the contract has been awarded; these are intended to assist the applicants in determining their areas of strength and weakness in responding to the RFP. **Note: The YCWDB retains the right to request additional information or request oral presentations from applicants. If no response adequately addresses the services and outcomes requested, the committee may recommend that no awards be made.**

Responses to this RFP will be evaluated by the **RFP Review Committee** to recommend One-Stop service providers to be awarded contracts. The proposal should present innovative and creative strategies that enhance a customer's ability to move into selfsustaining employment, resulting in an upwardly mobile career path and potentially higher earnings, All WIOA-funded services must be delivered in accordance with WIOA rules and regulations, guidance from the U.S. Department of Labor (USDOL), the State of Arizona and policies set forth by ARIZONA@WORK. The sub-recipient will be selected based upon its demonstrated ability to serve customers within Yuma County including past performance, collaboration, experience, successful outcomes, partnerships, and cost-effective service delivery.

| 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 |
| Financial Structure and Fiscal Plan – Fiscal Narrative Questions | 125 |
| Total | 1000 |

Evaluation Criteria – NARRATIVE: SCOPE OF WORK

2.8 Contract Award

Funding recommendations shall be made by the proposal RFP Review Committee to the YCWDB staff.

Funding of any and all proposals is subject to fund availability and level of funding by the US Department of Labor.

Proposal Award

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

• <u>Negotiations</u>

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

• <u>Contract Agreement</u>

The Contract Manager will send the final contract to the awarded sub-recipient. The awarded sub-recipient 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 sub-recipient within thirty (3) calendar days, the YCWDB may consider awarding the agreement to the next highest-ranked sub-recipient.

2.9 Compensation Method

The YCWDB will issue a cost-reimbursement contract. The Sub-recipient will be reimbursed for allowable actual service delivery costs on a monthly basis after the submission and approval of the payment invoice as described in the contract. Payment invoices will be due by the 12th 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 Sub-recipient 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 YCWDB 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 YCWDB. 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.

2.10 Subcontracting

The sub-recipients must identify any sub-recipient and the activities such sub-recipient will undertake in the proposal narrative. If the sub-recipient currently subcontracts certain functions or activities and intends to do so as part of its response to this RFP, the subrecipient must be identified and certification must be included from the sub-recipient attesting to its agreement to the terms of the proposal and any resulting contract. The subrecipients are subject to the same terms, conditions, and covenants contained with this RFP, including the insurance requirement, and subject to the Central Registry Background Check. The sub-recipients will be primarily liable for the provisions of all deliverables under the contract and will monitor any approved sub-recipients to ensure all requirements under the contract are being met.

2.11 Invoicing Requirements

- 1. Invoices must be *submitted by the 12th of each month* for any expenses incurred in the prior month. See Appendix G.
- 2. The invoice shall include the following:
 - Name of Sub-recipient
 - 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.

2.12 For-Profit Entities

Pursuant to Training Employment Guidance Letter (TEGL) 15-16, For-profit entities that are recipients and sub-recipient 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 in addition to states, local government, Indian tribes, institutions of higher education (IHE), and nonprofit organizations (CFR 910.122). As such, any private for-profit entity as well as non-Federal entities including grant recipients and Sub-recipient of a DOL award must adhere to the Uniform Guidance.

2.13 Licensure Qualifications Requirements Standard Financial Management, Participant Data System, and Other Requirements

 <u>General</u>. The financial management system and the participant data system of each Sub-recipient 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-Administration).

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

- 2. <u>Financial Systems</u>. Sub-recipients shall ensure that their financial systems as well as those of their Sub-recipients provide fiscal control and accounting procedures that meet the following minimum standards, as well as comply with the 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, unobligated 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. <u>Applicant and Participant Data Systems</u>. Each Sub-recipient shall ensure that records are maintained in the State of Arizona's Job Connection (AJC) Management Information System:
- 4. <u>Insurance</u>: Each Sub-recipient 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 YCWDB shall be listed as and 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, officients, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by or on behalf of the [SUBSUB-RECIPIENT 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 [SUBSUB-RECIPIENT OR SUBAWARDEE].

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

Insurance must be from carriers acceptable to the YPIC Human Resource Department. Sub-recipients 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 Sub-recipient".

5. 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, officiers, officials, agents, and employees as additional insured with respect to liability arising out of the activities performed by, or on behalf of, the [SUBSUB-RECIPIENT 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 {SUBSUB-RECIPIENT OR SUBWARDEE}.

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

6. Worker's 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 |

- a. 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 subawardee.
- b. This requirement shall not apply to each Subawardee that is exempt under A.R.S. §23-901, and when such Subawardee or Subawardee executes the appropriate waiver form (Sole Proprietor or independent subawardee).
- 7. <u>Regulations and Cost Principles</u>: In addition, each Sub-recipient must comply, if and to the extent applicable, with the following regulations and cost principles, including any subsequent amendments:
 - a. Uniform Administrative Requirements:

- CFR 200, for State/Local Governments and Indian Tribes, or
- 2 CFR 215, for Institutions of Higher Education, Hospitals and other Non-Profits
- b. Cost Principles
 - 2 CFR 225 for State, Local and Indian Tribes Governments,
 - 2 CFR 220, for Institutions of Higher Education, or
 - 2 CFR 230, for Non-Profit Organizations
- c. Other Requirements
 - CFR 501, Single Audit Act
 - 2 CFR 450, Lobbying Certification
 - 2 CFR 180, Debarment and Suspension; Drug-Free Workplace
 - 29 CFR 38, Nondiscrimination and Equal Opportunity Requirements

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.

2.14 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 #7 Conflict of Interest Policy
- ARIZONA@WORK One-Stop Center Operator and Service Provider Selection Policy #3
- ARIZONA@WORK Job Center Structure of One-Stop Delivery System Policy #2

2.15 SUBMISSION FORMAT CHECKLIST

Submission of packaged documents consists of Appendixes A - N

- \Box 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 For | 'n | |
|--|--------------------|------------------|
| 2025-2026 Workforc | e Innovation and | Opportunity Act |
| One-Stop Center | | |
| The legal name of the entity submitting th | is proposal: | |
| | | |
| Address: | | |
| | | |
| | | |
| Telephone Number: | Fax Numbe | er: |
| | | |
| Name of the contact person for this propo | sal: | |
| Contact norson talenhone number | Contact ma | wan far numban |
| Contact person telephone number: | | rson fax number: |
| Contact person email address: | | |
| eontaet person eman address. | | |
| | | |
| | | |
| Total WIOA funds requested: | | |
| • | | |
| To the best of my knowledge and belief, a The governing body of the Sub-recipient h comply with the attached assurances if fur | has authorized the | |
| Typed name of President or Chief Executi | ive Officer: | |
| | | |
| President or Chief Executive Officer signation | ature: | 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: | | |
| Unique Entity Identifier (UEI): | | |
| Cage Code: | | |
| Type of Organization: | □ Educational | Institute |
| | □ Private Non- | |
| | \Box Private for P | |
| | Unit of Gove | ernment |
| | □ Other | |
| | | |
| | A 11 | |
| Address – Administrative Office | Address: | |
| Address – Administrative Office | City, State, | |
| | Zip: Web Site | |
| | URL: | |
| Address of Service Location – | Address: | |
| This is the location where the | nduress. | |
| Services described in this | City, State, & | |
| application will be provided | Zip | |
| | Web Site | |
| | URL | |
| Principal of the Agency – | Name: | |
| CEO/Executive Director/President | Title: | |
| | Email | |
| | Address: | |
| | Phone | |
| | Number: | |
| | Name: | |
| Programmatic Contact Person | 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 evidencebased. 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, including:

- outreach to target adult and dislocated workers, individuals with disabilities, and other underserved 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 of WIOA One-Stop services.
- 4. Provide examples of how your organization will be innovative, flexible, and creative in the 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 and/or quarterly partner meetings to exchange information on services being offered.
- 3. Design a customer flow chart to support and oversee the integrated delivery of services to encourage efficiency and excellent customer service.
- 4. Coordinate staff development and training opportunities for the One-Stop partners (i.e., Americans with Disabilities Act (ADA), Equal Employment Opportunity (EEO), Veterans Priority, dress code, and customer service).
- 5. Coordinate customer access to all services, training, programs, and activities provided by all WIOA One-Stop partners and service providers.
- 6. How would you ensure that partners are engaged in the operations of the one-stop, to include non-traditional hours to accommodate the special needs of the local economy and community?
- 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 and ADA compliance within the One-Stop Center.
- 9. How would you coordinate co-enrollment meetings to service individuals with disabilities and special needs as described in the 4 year Plan?
- 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 all management systems for client tracking and case management.
- 12. Coordinate with community-based organizations, government services, and other entities to educate them on the benefits of the One-Stop services (referral of clients, leveraging resources, etc.)
- 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. 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?
- 15. Establish pro-active practices that provide access to individuals with barriers to employment.

- 16. Report the status of workforce delivery services provided by the core partners to the YCWDB staff.
- 17. Distribute electronic files as required by the awarded contract.

18. Describe your experience in working with special populations such as:

- <u>Adults and Dislocated Workers:</u> WIOA eligible Adults and Dislocated Workers ages 18 and older, refer to TEGL 19-16 for more amplified information.
- <u>Veterans and Spouses of Veterans:</u> WIOA eligible Veterans and Spouses of Veterans, refer to TEGL's 19-16 and 19-13, Chang 2 for more amplified information.
- <u>Youth:</u> WIOA eligible Youth aged 16-24, refer to TEGL 21-16, Change 1 for more amplified information.

19. Describe how you would ensure partners are providing the following services and tracking the below information on a monthly basis:

- a. Partner activity/outreach
- b. Number of co-enrollments
- c. Number of referrals and outcomes
- d. Customer Satisfaction
- e. Number of participants visiting the One-Stop Career Center, Somerton, and San Luis Resources Centers in person and virtually
- f. Number of Orientations
- 20. How will customers be monitored to ensure services are provided successfully while visiting the One-Stop Center?

E. Marketing

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

F. <u>Customer Satisfaction:</u>

- 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. <u>Note:</u> 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.
 - a. Provide the organization's total annual budget.
 - b. 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 3rd 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? How many hours will each employee devote to the Adult or Dislocated Program

- 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 <u>MUST</u> 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 <u>MUST</u> 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: Budget Guidance (For reference only. Do not submit with the package.)

- Use the appropriate budget narrative, in **Appendix F** and attach it to the budget form showing a detailed cost analysis of each line item. State sources for committed matching funds. Include your rationale for allocating any shared costs, per cost principals cited above.
- Personnel & Benefits: Salaries, 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. sub-recipients 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, and allocable to conform to the non-Federal entities written policies and procedures. The YCWDB will not reimburse mileage costs not related to job relevancy 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 YCWDB will not reimburse mileage costs not related to job relevancy 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, ADA accommodations etc.).
- Indicate all indirect costs, and provide a percentage.
- Total amount

Appendix F: Personnel Budget Form

| Item Expenditures | Total | Other Funding | WIOA Share | WIOA % of |
|---------------------------------|--------------|----------------|------------|------------|
| | Program Cost | shares of Cost | of Cost | Total Cost |
| Personnel Salaries and Benefits | | | | |
| Professional & Outside Services | | | | |
| In-State Travel | | | | |
| Out-Of-State Travel | | | | |
| Other Operating Expenses | | | | |
| Indirect costs | | | | |
| Total: | | | | |

Appendix G: Budget Narrative Form

| Category | Budget Narrative | Total |
|------------------------------------|------------------|-------|
| Personnel Salaries and Benefits | | |
| | | |
| Professional & Outside Services | | |
| In-State Travel | | |
| Out-Of-State Travel | | |
| Other Operating Expenses | | |
| Indirect costs | | |
| | | |
| Total: | | |

Appendix H: Invoice Format

Sub-recipient Names

Address Line #1 Address Line #2

Bill to: Yuma Private Industry Council, Inc.

Billing Address: 3834 W. 16th Street

Yuma, AZ 85364

Program Name: _____

Contract Number: _____

Contract Term: 07/01/2025 - 06/30/2026

Billing for the Month of: Month and Year

Invoice number: _____

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

Total Amount Due:

By signing this report, I certify that to the best of my knowledge and believe that the report is true, complete, and accurate and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the federal award. I am aware that any faults, fictitious, or fraudulent information or omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).

Authorized Signature

Date

Appendix I: Fiscal Questionnaire Form

| Is the agency a not-for-profit or a for-profit entity? | □Not-For- Profit | □For-Profit |
|---|-------------------------|-------------|
| Is the agency subject to the 29 CFR Part 96 Single Audit 1 (Federal funding of \$750,000 or more effective with fisca starting January 1, 2025, and forward)? | | □No |
| Does the agency do its own accounting? If no, indicate the | The name and \Box Yes | □No |
| address of the accounting firm below. | | |
| Name: | | |
| Address: | | |
| Contact Person: | | |
| Phone Number: | | |
| Email: | | |
| | | |
| Does the agency have a current financial procedure manual | al? Yes | 🗆 No |
| If yes, how often is it reviewed and updated? | | |
| Does the agency have a written cost allocation plan? If ye | s, please \Box Yes | 🗆 No |
| submit. If yes, what allocation methodology is used? | | |
| Does the agency have a policy? If yes, please submit | | |
| Does the agency have the ability to issue paychecks and ta | ake out 🛛 🗌 Yes | |
| taxes? | | |
| Does the agency have the ability to be an employer of rec | | |
| work experience participants? | | □ No |
| | | |
| | | |
| How often is the trial balance | | |
| prepared? | | |
| A coounting System Dichurgemen | t/Deconciliation | |
| Accounting System Disbursemen | | |
| Are all disbursements made by check or EFT? | | |
| Are all checks pre-numbered? | | |
| Who is authorized to sign the checks? | | |
| Please indicate the name and title(s). | | |
| How often is the bank reconciliation | | |
| prepared? | | |
| A accurting System Dichurgen and | /Deconciliation | |
| Accounting System Disbursement Name: | / Neconcination | |
| Address: | | |
| | | |
| Contact Person: | | |
| Phone Number: | | |
| Email: | | |
| Length of Engagement: | | |

Appendix J: IRS W-9 Taxpayer Identification Number and Certification Form

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

Appendix K: 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 Sub-recipient 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

Appendix L: 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 YCWDB 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 YCWDB 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

Appendix M: 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 Congress

in 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 Congress

in 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 Sub-recipients, 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

Appendix N: 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

Appendix O: 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 Sub-recipient'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 Sub-recipient's policy statement;
- 4. Notifying the employees in the Sub-recipient'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 Sub-recipient 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 Sub-recipient'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

Appendix P: Procurement Process

Procurement Process

The YCWDB 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., 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.
- 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.
- Per 2 CFR Part §215.42, "Code of Conduct". Sub-recipients and Sub-recipients 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 Sub-recipients 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;
 - \cdot his or her partner; or
 - a person or organization which employs, or is
 - about to employ any of the above.
- a. Violate any State or Federal conflict of interest law or regulation.

Appendix Q: Appeal

Purpose: To provide a process for a prospective Sub-recipient 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 Sub-recipient 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 <u>OSORFP@ypic.com</u> 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 <u>OSORFP@ypic.com</u> 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 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.

Appendix R: Definitions

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

A. Definitions

Adult The term "adult" means an individual who is 18 or older.

<u>Affiliate Site(s)</u> 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.

<u>American Job Centers/One-Stop Centers/Job Centers</u> — 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.

<u>Arizona Job Connection (AJC)</u> — 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.

<u>Barriers to Employment</u> 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.

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.

<u>Contract</u> 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.

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.

<u>Disability</u> 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.

Dislocated Worker - The term "dislocated worker" mean an individual who:

(A)(i) has been terminated or laid off, or who has received a notice of termination or layoff, from employment, including separation notice from active military service (under other than dishonorable conditions);

(ii) (I) is eligible for or has exhausted entitlement to unemployment compensation; or

(II) has been employed for a duration sufficient to demonstrate, to the appropriate entity at a one-stop center referred to in section 121(e), attachment to the workforce, but is not eligible for unemployment compensation due to insufficient earnings or having performed services for an employer that were not covered under a State unemployment compensation law; and

(iii) is unlikely to return to a previous industry or occupation;

(B) (i) has been terminated or laid off, or has received a notice of termination or layoff, from employment as a result of any permanent closure of, or any substantial layoff at, a plant, facility, military installation or enterprise;

(ii) is employed at a facility at which the employer has made a general announcement that such facility will close within 180 days; or

(iii) for purposes of eligibility to receive services other than training services described in section 134(c)(3), career services described in section 134(c)(2)(A)(xii), or supportive services, is employed at a facility at which the employer has made a general announcement that such facility or military installation will close; (C) was self-employed (including employment as a farmer, a rancher, or a fisherman) but is unemployed as a result of general economic conditions in the community in which the individual resides or because of natural disasters; (D) is a displaced homemaker; or (E) (i) is the spouse of a member of the Armed Forces on active duty (as defined in section 101(d)(1) of title 10, United States Code), and who has experienced a loss of 4 employment as a direct result of relocation to accommodate a permanent change in duty station of such member; or (ii) is the spouse of a member of the Armed Forces on active duty and who meets the criteria described in paragraph (16)(B).

<u>Integrated Service Delivery System (ISDS)</u> — 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.**

<u>Literacy</u> 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.

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

<u>Memorandum of Understanding (MOU)</u> 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.

<u>Monitoring</u> 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.

<u>One-Stop Operator</u> 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

<u>One-Stop Partner</u> 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.

<u>Outcome</u> 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.

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

<u>Sub-recipient</u> means any entity that has a contract with the Yuma Private Industry Council, Inc.

<u>Service Provider</u> 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")

<u>Targeted Populations</u> — Individuals with barriers to employment, including displaced homemakers; low-income individuals; persons with disabilities; older workers; exoffenders; 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.

YCWDB means a Yuma County Local Workforce Development Board

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

END OF DEFINITIONS

Appendix S: References

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

Arizona Department of Economic Security Employment Services <u>https://des.az.gov/services/employment</u>

Arizona Job Connection www.azjobconnection.gov

ARIZONA@WORK Job Center Structure of One-Stop Delivery System Policy #2 https://arizonaatwork.com/sites/default/files/2023-06/02%2520ARIZONA%2540WORK%2520Job%2520Center%2520Structure%2520of%25200 ne%2520Stop%2520Delivery%2520System_2.pdf

ARIZONA@WORK One-Stop Center Operator and Service Providers Selection Policy – State Workforce Policy #3 <u>https://arizonaatwork.com/sites/default/files/2023-</u> 06/03%2520ARIZONA%2540WORK%2520One%2520Stop%2520Operator%2520and%2520S ervice%2520Provider%2520Selection%2520Policy.pdf

Conflict of Interest – State Workforce Policy #7 https://arizonaatwork.com/sites/default/files/2023-06/07%2520Conflict%25200f%2520Interest%2520Policy_0.pdf

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

Performance Accountability https://www.doleta.gov/performance/reporting/eta_default.cfm

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

Protected Personal Identifiable Information (PII) Policy <u>https://arizonaatwork.com/sites/default/files/2023-</u> 08/Protected%2520Personally%2520Identifiable%2520Information%2520Policy.pdf

Senior Community Service Employment Program (SCSEP) https://www.dol.gov/agencies/eta/seniors

State of Arizona WIOA Unified Workforce Development Plan <u>https://arizonaatwork.com/sites/default/files/2024-</u>

<u>06/Arizona%20State%20Plan%20PY%202024-2027%20-%20Conditionally%20Approved.pdf</u> State Vocational Rehabilitation Services Program; State Supported Employment Services Program; Limitations on Use of Subminimum Wage; Final Rule <u>https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-15980.pdf</u>

The National Farmworker Jobs Program (NFJP) Portable Practical Educational Preparation, Inc. <u>https://www.ppep.org/programs/adult-employment-training-education/the-national-farmworker-jobs-program-nfjp/</u>

Training and Employment Guidance Letter No. 10-09 https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-10-09

Training and Employment Guidance Letter No. 15-16 https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-15-16

Training and Employment Guidance Letter No. 16-16 Change 1 https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2017/TEGL_16-16_Change_1.pdf

Training and Employment Guidance Letter No. 19-13 Change 2 https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2015/TEGL_19-13_Change2.pdf

Training and Employment Guidance Letter WIOA No. 19-16; https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2017/TEGL_19-16.pdf

Training and Employment Guidance Letter No. 21-16 Change 1 https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2021/TEGL_21-16_Change_1.pdf

Training and Employment Guidance Letter No. 39-11 https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2012/TEGL_39_11.pdf

Workforce Innovation and Opportunity Act, Public Law 113-128 https://www.govinfo.gov/content/pkg/PLAW-113publ128/pdf/PLAW-113publ128.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 <u>https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/2016-15975.pdf</u>

Workforce Innovation and Opportunity Act, Miscellaneous Program Changes; Final Rule <u>https://www.gpo.gov/fdsys/pkg/FR-2016-08-19/pdf/2016-16046.pdf</u>

Yuma County - Arizona Workforce Development Plan Four Year Plan 2025-2028 https://arizonaatwork.com/locations/yuma-county Yuma County Memorandum of Understanding (MOU) https://arizonaatwork.com/sites/default/files/2024-02/MOU%202023-2026.pdf

It is the responsibility of all Sub-recipients 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.