



**COUNTY OF MOHAVE
NOTICE OF REQUEST FOR PROPOSALS
RFP NO. 23P04**

**MOHAVE COUNTY COMMUNITY SERVICES DEPARTMENT –
WORKFORCE INNOVATION AND OPPORTUNITIES ACT - ONE STOP
OPERATOR**

INTERESTED OFFERORS MAY DOWNLOAD A COPY OF THIS SOLICITATION FROM THE MOHAVE COUNTY PROCUREMENT DEPARTMENT WEB SITE AT: <http://procurementbids.mohave.gov> INTERNET ACCESS IS AVAILABLE AT ALL PUBLIC LIBRARIES. INTERESTED OFFERORS MAY ALSO OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 753-0752.

Competitive sealed proposals for the specified material or service shall be received by the Procurement Department, 700 W. Beale Street, 1st Floor East, Kingman, Arizona 86401, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded. The Mohave County Procurement Department takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit amendments with the solicitation response may be grounds for deeming the submittal non-responsive.

Proposals shall be in the actual possession of the Procurement Department, at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Mohave County Procurement Department clock.

Proposals shall be submitted in a sealed envelope. The Request for Proposal's **number, Offeror's name, and address** shall be clearly indicated **on the outside** of the envelope. All Proposals must be completed in blue or black ink, or typewritten. Written questions regarding this RFP must be received by the Procurement Department no later than **December 19, 2022**. Questions must be addressed to the Procurement Officer listed below.

RFP DUE DATE & TIME: **JANUARY 5, 2023, AT 2:00 P.M. (AZ TIME)**

PROPOSAL SUBMITTAL LOCATION: Mohave County Procurement Department
700 W. Beale Street, 1st Floor East
Kingman, Arizona 86401

PRE-PROPOSAL WEB CONFERENCE DATE: **DECEMBER 13, 2022, AT 10:00 A.M. (AZ TIME)**
Microsoft Teams Meeting

Join on your computer, mobile app or room device

[Click here to join the meeting](#)

Meeting ID: 213 543 831 027

Passcode: me6A5T

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Or call in (audio only)

[+1 623-473-7231,461432654#](#) United States, Phoenix

Phone Conference ID: 461 432 654#

QUESTIONS SHALL BE DIRECTED TO:

SELENA LEON

PROCUREMENT OFFICER

(928) 753-0752, EXT. 2

LeonSe@mohave.gov

Mohave County Department of Procurement

700 W. Beale Street, 1st Floor East

P.O. Box 7000

Kingman, Arizona 86402-7000

Publish Date(s): **DECEMBER 7 & 14, 2022**

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ACRONYMS

WIOA – *Workforce Innovation and Opportunity Act*
WIA – *Workforce Investment Act*
WDA – *Workforce Development Area*
LWDA – *Local Workforce Development Area*
RAP – *Registered Apprenticeship Program*
EO – *Equal Opportunity*
WDB – *Workforce Development Board*
OMB – *Office of Budget and Management*
RFP – *Request for Proposal*
AWJC – *ARIZONA@WORK Job Center(s)*
DOL – *Department of Labor*
LLSIL – *Lower Living Standard Income Level*
DW – *Dislocated Worker*
IEP – *Individual Employment Plan*
ITA – *Individual Training Account*
ETPL – *Eligible Training Provider List*
OJT – *On-the-Job Training*
WEX – *Work Experience*
LVER – *Local Veterans Employment Representatives*
DVOP – *Disables Veterans Outreach Program*
TANF – *Temporary Assistance for Needy Families*
MOU – *Memorandum of Understanding*
EEO – *Equal Employment Opportunity*
ADA – *Americans with Disabilities Act*
ITA – *Individual Training Account*
TABE – *Test of Adult Basic Education*
SOQ – *Statement of Qualifications*

SECTION A: OVERVIEW AND BACKGROUND

1. Overview

The Mohave/La Paz Workforce Development Board through Mohave County (“County”), the grantee and fiscal agent for Workforce Innovation and Opportunity Act (WIOA) funds, is seeking proposals from qualified organizations for the provision of One Stop System Operator services and activities required under the WIOA for the Mohave/La Paz Workforce Development Area. Upon approval by the Mohave/La Paz Workforce Development Board and the County’s Board of Supervisors, a one (1) year contract will be developed with three (3) one-year renewal options, depending upon performance and availability of funds. All service specifications contained herein, including grant funding allocations, come under the direction and authority of the Mohave/La Paz Workforce Development Board, the County, and staff to the board provided by the County’s Community Services Department.

2. Background

On July 22, 2014, President Barack Obama signed WIOA into law. The passage of WIOA provides new authorizing legislation for programs that had been authorized under the Workforce Investment Act (WIA).

WIOA is a landmark legislation designed to strengthen and improve our nation’s public workforce system and help put Americans back to work. The new legislative provisions are designed to help workers, including those with barriers to employment, access employment, education, job-driven training, support services, enhance program coordination, streamline service delivery, increase flexibility for governance, improve services to employers, align programs across common goals, and increase accountability and transparency.

WIOA recognizes the value of the One-Stop Delivery System and provides the workforce system with important tools to enhance the quality of its One-Stop Centers. WIOA strengthens the ability of State, regions, and local areas to align investments in workforce, education, and economic development to regional in-demand jobs. It places greater emphasis on achieving results for jobseekers, workers, and businesses. It reinforces the partnerships and strategies necessary for One-Stop Centers to provide jobseekers and workers with the high-quality career services, education, training, and supportive services they need to obtain good jobs and stay employed. It helps businesses find skilled workers and access other supports, including education and training for their current workforce.

The publicly funded workforce system envisioned by WIOA is quality-focused, employer-driven, customer-centered, and tailored to meet the needs of regional economies. It is designed to increase access to, and opportunities for, the employment, education, training, and support services that individuals need to succeed in the labor market, particularly those with barriers to employment. It aligns workforce development, education, and economic development programs with regional economic development strategies to meet the needs of local and regional employers, and provide a comprehensive, accessible, and high quality workforce development system. This is accomplished by providing all customers access to high-quality one-stop centers that connect them with the full range of services available in their communities, whether they are looking for jobs, building basic educational or occupational skills, earning a postsecondary certificate or degree, or obtaining guidance on how to make career choices, or are businesses and employers seeking skilled workers.

3. MOHAVE/LA PAZ Workforce Development Area Description

The Mohave/La Paz Workforce Development Area (WDA), comprised of Mohave and La Paz Counties, encompasses over 18,000 square miles in the northwest corner of Arizona. With a population of approximately 217,000, the region boasts over 1,000 miles of shoreline and is a great water sports center. This area has the longest stretch of historic Route 66 as well as two interstate highways, one designated as part of the I-11 corridor. The area is characterized as a transportation hub in that there is intersection of federal and state highways as well as rail and

air transportation options. Major urban populations in Las Vegas, Los Angeles, Phoenix and Salt Lake City can be reached round trip within one day's drive. The population centers in Mohave and La Paz counties are the communities of Kingman, Bullhead City, Lake Havasu City, Colorado City, Quartzsite, and Parker.

The Colorado River, the man-made lakes, Lake Mohave and Lake Havasu, and the Parker Strip play an important role in the economy of the region. Tourism and recreation are big business for Mohave/La Paz Counties. In addition, healthcare, manufacturing, transportation and business and professional services related jobs are growing to support the increasing population of the region.

The Mohave/La Paz Workforce Development Board (Board) is dedicated to effectively directing workforce activities in the two-county region through partnership development, information exchange and collaboration in projects. The Board supports the state's vision for the ARIZONA@WORK Job Centers Service Delivery System. Toward that, it will facilitate the alignment of workforce with economic development to ensure career path development and provision of trainings that better meet the needs of targeted growth sectors. Using labor market analysis, feedback from customers and partners, and leveraging of partner resources, sector strategies and resources will be aligned to focus on the needs of high-growth industries.

The Board and the ARIZONA@WORK partners will continue to enhance and deliver services and resources to provide an integrated system of flexible and responsive workforce activities serving regional employers, job seekers and workers. The service delivery system is built upon a work readiness model that recognizes that customers enter the Job Centers with varying degrees of job readiness. Therefore, a diverse set of programs and services must be made available based on their individual need until the individual is career-ready and in self-sustaining employment.

3.1. Funding and Oversight:

- 3.1.1 As designated Grant Recipient and Fiscal Agent for the Board, the Mohave County Board of Supervisors signs all contract and amendments for the WIOA funds for the consortium. The Finance Departments for both counties have established fiscal control and fund accounting procedures to assure the proper disbursement of and accounting for the Federal Funds. Such procedures ensure that all financial transactions are conducted and recorded in accordance to generally accepted OMB principles and WIOA financial management policies and procedures.
- 3.1.2 Staff for the Board provides a quarterly report of all grant contracts and amendments between Mohave County and Arizona Department of Economic Security. The Board and staff to Board provide oversight responsibility for the programmatic use of the WIOA funds.
- 3.1.3 The use of funds is governed by WIOA and associated federal regulations and state and local policies. The Contractor is responsible for determining financial costs and for understanding the law, regulations and policies associated with WIOA. The WIOA and Final Regulations can be found at <https://www.dol.gov/agencies/eta/wioa> and Training and Employment Guidance Letter WIOA No:4-15 <https://www.dol.gov/agencies/eta/advisories/training-and-employment-guidance-letter-no-04-15>
- 3.1.4 The Contractor should review and be familiar with the Mohave/La Paz Workforce Development Area Plan found at: <https://www.mohave.gov/ContentPage.aspx?id=114&cid=191> and the State of Arizona's Workforce Development Plan found at: <https://des.az.gov/sites/default/files/media/wioastateplanplaintext.pdf> for further information.

4. **Purpose of this Request for Proposal (RFP)**

The purpose of this RFP is to select an entity to serve as One Stop Job Center Operator for the Workforce Development Area under the Workforce Innovation and Opportunity Act of 2014 (WIOA) out of the

ARIZONA@WORK Job Center(s) (AWJC) at Comprehensive and Affiliated sites in Mohave and La Paz counties. The goal is to receive a wide variety of high-quality, innovative proposals that may include a hybrid work model which incorporates a mixture of in-office and remote work, to meet the needs of the Mohave/La Paz Workforce Development Area. Required activities are funded through the Workforce Innovation and Opportunity Act (WIOA). Qualified parties to receive federal Department of Labor (DOL) WIOA Title I funds to serve as the One-Stop Operator include:

- Individuals
- For profit organizations;
- Non-profit organizations;
- Faith-based organizations;
- Community-based organizations;
- Public agencies; and/or
- A collaboration of these organizations.

4.1 Collaboration and Responsiveness:

4.1.1 A consortium, joint venture, or collaboration of organizations with complementary skills and experience is permitted to respond to this RFP, however, the proposal must clearly demonstrate that all contractual responsibility rests solely with one legal entity serving as the fiscal agent. The fiscal agent must retain documentation, such as meeting minutes and preliminary budgets, regarding the consortium that documents the partnership(s). This documentation will be used to establish a partner relationship for procurement purposes.

4.1.2 This RFP contains the requirements that Offerors must meet in order to submit a responsive proposal. A responsive proposal is one that complies with all format and content requirements and amendments of the RFP. This RFP provides information regarding eligibility and the format requirements in which proposals must be submitted.

5. **Conflict of Interest**

The Offeror cannot be a member or staff of the Mohave/La Paz Workforce Development Board (WDB) and or have affiliation with a member of the WDB. Further, the Offeror, or any members of the proposer's organization, cannot be involved in writing, preparing or researching, any part of this proposal. In order to avoid a conflict of interest the AWJC Operator must not employ or otherwise compensate a current Mohave/La Paz Workforce Development Board member or employee who is employed or compensated by the Board or its administrative entity, fiscal agent, or grant recipient to support the Board in carrying out its duties.

6. **Funding**

Funds awarded under this sub-award are federal WIOA funds. The sub-awardee of these funds will be subject to the Federal provisions contained in 2 CFR 200 (Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards), as well as State and local policies and procedures. The Mohave/La Paz WDB and the County cannot guarantee funding from year to year. Therefore, proposers should be aware that subsequent contract amounts, if any, are subject to change from year to year based upon fluctuations in Federal awards. If funds awarded for a contract year are not fully expended by a contractor by the end of a contract year unexpended funds may revert back to the County for disposition and may or may not be available for subsequent, if any, contract year expenditures.

The Contractor should also be aware that administrative delays in Federal funding awards may result in situations where the award of operating funds is delayed and the operator may need to utilize non-awarded funds or bank line of credit to support operations until the award is made and funds are available. Further, the total estimated funds may be reduced based upon transitional activities and federal or state budgetary action and this could affect the total contract amount.

6.1 Amount of Funds:

6.1.1 Total estimated funds available for this project is \$90,000 annually.

6.1.2 The Contract will be fixed based on cost-reimbursement not to exceed the final approved budget.

7. WIOA Partners

7.1. WIOA identifies the following as “core” partner programs:

- Adult, Dislocated Worker and Youth Programs;
- Adult Education;
- Wagner-Peyser Employment Services; and
- Vocational Rehabilitation.

7.2. In addition to the core programs, WIOA also identifies the following mandated One-Stop System partner programs:

- Career and Technical Education;
- Community Services Block Grant;
- Indian and Native American Programs;
- HUD Employment and Training Programs;
- Job Corps;
- Local Veterans Employment Representatives (LVER) and Disabled Veterans Outreach Program (DVOP);
- National Farmworker Jobs Program;
- Senior Community Service Employment Program;
- Temporary Assistance for Needy Families (TANF);
- Trade Adjustment Assistance Programs;
- Unemployment Compensations Programs; and
- YouthBuild.

SECTION B: SCOPE OF WORK

1. Roles and Responsibilities of the ARIZONA@WORK One Stop Operator:

1.1. General Duties: Duties associated with the operation of the ARIZONA@WORK Job Centers include, but are not limited to:

1.1.1. General coordination of all Core Partner staff at all area Job Centers:

1.1.1.1. Evaluating whether One Stop System staff possess the appropriate training, tools and equipment needed to carry out job functions;

1.1.1.2. Working with Mohave/La Paz WDB staff to design and implement the integration of partners' staff and systems including a standardized referral form, standardized intake, case note and assessment processes and quarterly cross-training for all Core Partner Staff;

1.1.1.3. Tracking one-stop referrals and enrollments, as well as referrals and enrollments received through WIOA core programs operated by partner agencies, in furtherance of an integrated service delivery system;

1.1.1.4. Measuring one-stop effectiveness by tracking performance outcomes and process metrics that assess the quality of services provided to customers as they are guided through the workforce system; utilizing metrics such as the number of referrals made, the percent of enrollments in workforce programming, and the length of time between one-stop entrance and program enrollment to achieve a functional alignment plan;

1.1.1.5. Producing monthly narrative with trends on customers served;

1.1.1.6. Implementing Mohave/La Paz WDB-approved Internal Operational Policies for the AWJC (e.g. days/hours of operation, dress code, customer service expectations, etc.) and the customer-centric process flow to be designed as part of the Darrel Anderson Enterprises consulting training for PY2018.

1.2. Fostering partnerships within the Mohave/La Paz One Stop System (Core and Mandated Partners) to promote function as a multi-agency team, and promotion of and participation in collective accountability that recognizes system outcomes in addition to individual partner program outcomes:

1.2.1.1. Coordinating Core Partner 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. Trainings will be conducted quarterly;

1.2.1.2. Convening and facilitating monthly (at minimum) Core Partner management meetings to address issues affecting the delivery of services (e.g. partner collaboration, process improvement, improvement of customer service, development of Career Pathways, etc. and;

1.2.1.3. Convening and facilitating brief weekly information sharing meetings and longer meetings as agreed by management for all Core Partner staff.

1.3. Serving as the EO Officer for the LWDA. The LWDA EO Officer is responsible for ensuring EO and nondiscrimination in the administration and in the operation of programs, activities, and services within the ARIZONA@WORK system in the LWDA, which include:

- 1.3.1.1. Coordinate EO training (to include disability awareness and the use of accessibility equipment utilized in AWJC) twice per year at minimum for ARIZONA@WORK Job Center staff;
 - 1.3.1.2. Maintain Equal Employment Opportunity (EEO) compliance in the provision of and access to AWJC services;
 - 1.3.1.3. Ensuring that AWJC is in compliance with all applicable Americans with Disabilities Act (ADA) guidelines and is easily accessible to individuals with disabilities;
 - 1.3.1.4. Process and investigate discrimination complaints in the LWDA as necessary;
 - 1.3.1.5. Provide reports of all EO matters to the LWDA Director;
 - 1.3.1.6. Ensure that brochures, pamphlets, flyers, and other publications and materials, provided in written or oral form, electronic or hard copy formats, which describe any WIOA Title I funded program or activity to customers, staff or general public include the EO Tagline – “Equal Opportunity Employer/Program. Auxiliary aids and services are available upon request to individuals with disabilities”;
 - 1.3.1.7. Ensure reasonable efforts are made to provide language services, interpretation or translation, free of charge, for Limited English Proficiency (LEP) individuals;
 - 1.3.1.8. Ensure that each program or activity, when viewed in its entirety, is operated in a manner that makes it accessible to qualified individuals with a disability. This may include making a program available at an alternative accessible facility. Program accessibility also requires the provision of auxiliary aids or services, such as qualified interpreters on site or through video remote interpreting services, exchange of written notes, voice, text, and audio-based telecommunications products and systems, videotext displays, telephone handset amplifiers, assistive listening systems, or other effective aids for individuals with hearing impairments, braille materials and displays, large print materials, accessible electronic and information technology or other effective aids;
 - 1.3.1.9. Notify the State WIOA EO Officer and the Director of the WDA as necessary of any administrative enforcement actions or lawsuits filed against the LWDA alleging discrimination on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation, or belief and, for beneficiaries only, citizenship or participation in WIOA Title I financially assisted programs or activities;
 - 1.3.1.10. Maintain competency by attending EO and nondiscrimination training;
 - 1.3.1.11. Ensure that EO assurances are completed for each employer which participates in a WEX or OJT;
 - 1.3.1.12. Ensure EO monitoring reports are completed annually for each WEX or OJT employer and;
 - 1.3.1.13. Interface with the WIOA EO Compliance Program Manager, complete required quarterly reports, maintain the EO binder and coordinate requested state monitoring.
- 1.4. Implement and execute a priority of service, which includes definitions, for qualifying veterans and/or their eligible spouses for all Core Partners, as mandated by DOL

- 1.5. Leveraging Community Partner resources to augment services provided by WIOA to create true wrap-around support that enables participants to successfully complete their program goals.
 - 1.5.1. Promoting utilization of 2-1-1 Arizona but maintaining and updating Community Partner Resource Lists for each area including Kingman, Bullhead City, Lake Havasu City, and Parker;
 - 1.5.2. Attending Continuum of Care meetings and;
 - 1.5.3. Convening and facilitating quarterly Community Partner meetings quarterly in Kingman, Bullhead City, Lake Havasu City, and Parker.
- 1.6. Coordinating the development and distribution of Seven Steps to Work Readiness workshop calendars in each area including Kingman, Bullhead City, Lake Havasu City, and Parker
- 1.7. Working with WDB or designee as needed for specific projects/initiatives/data

2. Performance Measurement

Staff to the WDB and Core Partner management will meet regularly with the selected contractor to review progress toward satisfactory completion of the General Duties of the OSO as described in Exhibit 3 “OSO Review” attached herein. Each category will be rated monthly based on progress to date out the total possible score. Goals for tasks satisfactorily accomplished are set for the end of each calendar quarter per the table on the following page. These milestones must be achieved.

3. One-Stop Operator Staffing

- 3.1. The LWDB expects that the contractor will provide at least one full-time staff person to accomplish the scope of work outlined in the Scope of Work.
- 3.2. Contract is subject to the availability of funds for the One-Stop Operator.

4. Budget

- 4.1. Budget not to exceed \$90,000 annually to include salaries, benefits, travel, and training.
- 4.2. In-kind contributions, if any, should be accounted for in the budget.
- 4.3. All budget line items should be necessary, allowable, and reasonable.
- 4.4. Budget should not include office space, equipment or supplies or cell phone as these will be provided.

8. Invoice Process

- 8.1. The Contract will be cost-reimbursement. The Contractor will be reimbursed for allowable actual service delivery costs bi-weekly after submittal and approval of payment vouchers as instructed in the Contract. Contractor should plan for payments to be net 15 days, this could result in up to 30 days before expenditure is reimbursed.
- 8.2. The Contractor shall create, collect, and maintain all records relating to One-Stop operations 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. The Contractor is required to provide support for WIOA service providers, co-located and non-co-located partners to meet or exceed their goals.

INSTRUCTIONS TO OFFERORS

1. PRE-PROPOSAL WEB CONFERENCE:

The date and time of a prospective pre-proposal web conference are indicated on the cover page of this document. The purpose of this web conference will be to clarify the contents of this Request for Proposals to prevent any misunderstanding of the County's position. Any doubt as to the requirements of this Request for Proposals or any apparent omission or discrepancy should be presented to the County at this web conference. The County will then determine the appropriate action necessary, if any, and issue a written amendment to the Request for Proposals. Oral statements or instructions will not constitute an amendment to this Request for Proposals. "Persons with a disability or that are unable to physically attend may request a reasonable accommodation by contacting the responsible Procurement Officer at (928) 753-0752. Requests for accommodations must be made forty-eight (48) hours in advance of the event."

2. PROPOSAL FORMAT:

Original and 5 copies (6 total) of each proposal in hard copy format, plus one (1) electronic copy in a thumb drive that shall contain an electronic copy of Contractor's proposal response including all submitted attachments on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. **The sections of the submittal should be tabbed, clearly identifiable and shall include the signed Offer and Acceptance. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.**

3. PREPARATION OF PROPOSAL:

- 3.1. All proposals shall be on the forms provided in this RFP. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.
- 3.2. The Offer and Acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.
- 3.3. Proposals shall include all information requested in Provision 23, Required Content and Organization, and include any other required forms or certifications.
- 3.4. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.
- 3.5. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.
- 3.6. Periods of time, stated as a number of days, shall be in calendar days.
- 3.7. It is the responsibility of all offerors to examine the entire RFP and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.
- 3.8. **Page Limit:** Reference Provision 23, of the Instructions to Offerors. The Offeror shall demonstrate its ability to communicate relevant information to the WDB for objective decision-making in a clear and concise manner.

4. CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Offerors are to indicate on the Offer Page of this solicitation either "Yes" (County employee is associated with your business), or "No." If "Yes", Offerors must provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business where indicated.

5. WHERE TO SUBMIT PROPOSALS:

In order to be considered, the offeror must complete and submit their proposal to the Procurement Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The offeror's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

6. OFFER AND ACCEPTANCE PERIOD:

In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

7. INQUIRIES:

Any question related to a RFP shall be directed to the Procurement Officer whose name appears on the front side of this document. The offeror shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Procurement Officer may require any and all questions to be submitted in writing at the Procurement Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate RFP number, page and paragraph number. However, the offeror must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Amendment will be binding.

8. REQUEST FOR ADDITIONAL INFORMATION:

The County reserves the right to request additional information from Offerors for the purpose of clarifying the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

9. CONTRACT NEGOTIATIONS:

The County reserves the right to enter into negotiations with the Offeror(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive negotiations with the Offeror whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Offeror without the need to repeat the formal solicitation process.

10. AWARD OF CONTRACT:

10.1. Notwithstanding any other provision of the RFP, the County reserves the right to:

- 10.1.1. Waive any immaterial defect or informality; or
- 10.1.2. Reject any or all proposals, or portions thereof; or
- 10.1.3. Reissue the Request for Proposal.

10.2. A response to any RFP is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's RFP. Proposals do not become contracts unless and until they are executed by the County's Procurement Director or the Mohave County Board of Supervisors. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the Contract are contained in the RFP, unless any of the terms and conditions are modified by an Amendment, or by mutually agreed terms and conditions in the Contract.

11. FAMILIARIZATION OF SCOPE OF WORK:

Before submitting a proposal, the Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully review the requirements of the RFP and otherwise satisfy itself as to the expense and ability to satisfy the requirements as listed in the RFP. The submission of a Proposal will constitute a representation of compliance by the Offeror. There will be no subsequent financial adjustment, other than that provided by the Contract.

12. LATE PROPOSALS:

Late proposals will not be considered. Kingman is considered a “rural” area by many express delivery carriers and thus, they **do not** guarantee priority delivery (next day). Offerors are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals will be rejected and returned to the Offeror regardless of reason for being late.

13. WITHDRAWAL OF PROPOSAL:

At any time prior to the solicitation due date and time an offeror (or designated representative) may withdraw their Offer. Facsimile or telephone withdrawals shall not be considered.

14. SOLICITATION AMENDMENTS:

The Offeror shall acknowledge receipt of a Solicitation Amendment by signing and returning the document by the specified due time and date. Amendments may be obtained from the County's Procurement website at: <http://procurementbids.mohave.gov>. It is the Offeror's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries. Any interested offerors without internet access may obtain a copy of this solicitation by calling (928) 753-0752, or a copy may be picked up during regular business hours at the Department of Procurement, 700 W. Beale Street, First Floor East, Kingman, Arizona 86402-7000. The County of Mohave takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

15. CONFIDENTIAL INFORMATION:

If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, the Offeror must include in their Offer, as a separate document, a listing of the specific content that is being requested to be maintained as confidential with an explanation for the request. The Procurement Director will review all requests for confidentiality and provide a written determination. If the

confidential request is denied, such information will be disclosed as public information, unless the person utilizes the "Protest" provision.

16. SUBCONTRACTORS:

Offeror must list any subcontractor/s that will be utilized in the performance of services herein. For each subcontractor, detail on respective qualifications must be included.

17. UPON NOTICE OF INTENT TO AWARD:

The apparent successful offeror shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the Contract.

18. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to any RFP is an offer to contract with the County based upon the contract provisions contained in the County's RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his designee, the contract provisions contained in the County's RFP will prevail.

19. PROPOSAL RESULTS:

Proposal results **are not** provided in response to telephone inquiries. A tabulation of proposals received is on file in the Procurement Department and available for review after official contract award.

20. VENDOR APPLICATION:

Prior to the award of a contract, the successful Offeror shall have a completed vendor application on file with the Department of Procurement. The Vendor Application may be downloaded off of the Procurement Department website at: procurementregistration.mohave.gov Internet Access is available for use at all County public libraries.

21. EVALUATION SCORING CRITERIA

21.1. Evaluation of each offer received under this RFP that is deemed compliant with the proposal requirements specified herein, shall be based upon the following scoring criteria listed in their relative order of importance:

21.1.1. Demonstrated Ability and Past Performance - 70 Points

21.1.2. Fiscal Narrative and Budget - 30 Points

21.1.3. Total Points Available - 100 Points

21.2. The proposal review and evaluation process will be conducted utilizing a fair and objective process that adheres to Mohave County's Procurement Policy and all other applicable state and federal regulations.

- 21.3. All proposals will be evaluated by impartial evaluators and scored using a scoring rubric. Proposals receiving an overall rating of 75 points or above will be considered as qualified to receive an award. Proposals will be scored based on an assessment by the Evaluation Committee. Priority may be given to those proposals that illustrate the most comprehensive range of services for the target population.
- 21.4. The Evaluation Committee may select a proposal based on the initial information received without modification; however, the committee reserves the right to request additional data and conduct oral interviews, and/or conduct a management review of the evaluation process prior to making a recommendation of an award to Mohave/La Paz WDB and the Mohave County Board of Supervisors.
- 21.5. Offerors will be evaluated on their demonstrated ability to provide services for the targeted population as described in this RFP as well as:
- 21.5.1. Successfully completing the review process to determine that the minimum eligibility requirements have been met. Ineligible Offerors will be notified in writing;
 - 21.5.2. Participating in an oral interview if requested by the Evaluation Committee. Results of the oral interview may be considered when determining final funding recommendations;
 - 21.5.3. A site inspection and/or telephone conference if requested by Evaluation Committee;
 - 21.5.4. The successful submission and review of proposal
- 21.6. **Note:** Offers may be rejected if it is determined to be in the best interest of the County and/or the Mohave/La Paz WDA.

22. AWARD PROCESS

- 22.1. Each Offeror will be notified in writing of the award determination. Formal notification to award contract/s and the execution of a contract are subject to the following conditions:
- 22.1.1. Approval by the applicable committee, The Mohave/La Paz WDB, and the Mohave County Board of Supervisors;
 - 22.1.2. Receipt of WIOA funds from federal and state administering agencies; and
 - 22.1.3. Continued availability of WIOA funds.
- 22.2. If the Evaluation Committee determines, based on a review of the offer, that the Offeror may not be able to fulfill contract expectations, the County reserves the right not to enter into contract with the organization, regardless of the ranking and/or approval of the applicant's proposal.
- 22.3. Once the contract is awarded and approved by the BOS the County may require selected service providers to participate in negotiations and modify their proposals based on the outcome of those negotiations. The County may decide not to fund part, or all, of a proposal even though it is found to be in the competitive range if in the opinion of Mohave/La Paz WDB the services proposed are not needed, the goals of the proposal do not align with goals of Mohave/La Paz WDB, or the costs are higher than Mohave/La Paz WDB finds reasonable in relation to the overall funds available.
- 22.4. Upon contract award and approval Mohave/La Paz WDB and the County reserve the right to modify or alter the requirements and standards as set forth in this RFP based on program requirements

mandated by state or federal agencies. In such instances, the County or the Mohave/La Paz WDB will not be held liable for provisions in the RFP package that become invalid.

22.5. Offerors are encouraged to utilize evidence-based, promising practices, best practices and/or research in developing their program designs. Activities and services described in the Offeror may be provided by a lead agency or through partnerships.

23. REQUIRED CONTENT and ORGANIZATION

23.1. The Offer shall clearly demonstrate the Offeror’s ability to provide the services as described in this RFP. A responsive offer must comply with the format and content requirements of the RFP. The RFP provides information regarding the following:

- 23.1.1. Format of submitted offers,
- 23.1.2. Requirements that must be met to be eligible for consideration,
- 23.1.3. Offeror’s responsibilities, and
- 23.1.4. Required documents to be included in the Offer.

23.2. Required submission documents should be included as an attachment and organized as follows:

Proposal Content: Title Page	Form 1 – Title Page
Table of Contents	Required with page numbers included.
Executive Summary	One page summary that must include an organizational overview related to qualifications.
Proposal Narrative	Staffing & Implementation/Organizational Background & Capacity/Experience. The total cannot exceed 20 pages (excluding the executive summary, required attachments, and budget). Additional pages immediately following the 20th page will be removed prior to evaluation. Tables and graphs are not allowed in this section. Label each section and applicable subsection with the section number and title. If applicable: PROVIDE A HYBRID WORK SCHEDULE. (This does not count toward the 20-page narrative limit.)
Letters of Support/MOUs	Include letters of support or memorandums of understanding detailing partner roles, responsibilities, and resources provided. (This does not count toward the 20-page narrative limit.)
Resumes/Job Descriptions/Org. Chart	Include resumes or job descriptions of all staff, funded in whole or in-part, for this project, as well as an organizational chart. (This does not count toward the 20-page narrative limit.)
Funder References	References from previous funders for similar activities

Proposal Affirmation	Form 3 – Proposal Affirmation Certification
Conflict of Interest	Form 4 -- Conflict of Interest
Assurances to Comply with Federal, State and Local Ordinances	Form 5 -- Statement of Assurances
Service Provider References	Form 6 -- Service Provider References
Certificate of Lobbying Activities	Form 7 -- Certificate of Lobbying Activities

23.3. Proposal Format Requirements:

Font	12 Point – Times New Roman
Pages	Single-Sided
Spacing	Double-Spaced
Footer	The name of the organization submitting the proposal and the page number on each page.

24. DEMONSTRATED ABILITY AND PAST PERFORMANCE (70 Points):

24.1. STAFFING & IMPLEMENTATION: Offerors shall provide a description of how they will accomplish the tasks and goals outlined in the Scope of Work.

24.1.1. **If applicable, HYBRID PROPOSED WORK SCHEDULE:** Provide a flexible, hybrid workplace schedule that supports a blend of in-office and remote work.

24.2. ORGANIZATIONAL BACKGROUND AND CAPACITY: Offerors shall describe why they are the best choice to act as the Mohave/La Paz WDA One-Stop Operator. They must provide a summary of their financial management capacity. Also, they should include the relevant experience of coordination among WIOA partners.

24.2.1 Describe your organization and detail why you or your organization are in the best position to deliver the requested services.

24.2.2 What experience do you have in working with WIOA partners or within the WIOA system?

24.2.3 If a consortium is responding to this RFP, describe the makeup of your group: who is included, how decisions will be made, how duties will be divided, how payments will be directed, and what happens in the event of a disagreement amongst consortium members.

24.2.4 Provide a description of the financial management capabilities of your or your organization.

24.3. EXPERIENCE:

- 24.3.1 Describe and provide examples of relevant experience providing similar service and past experience if any with One Stop Service delivery model under WIOA (or similar programs).
- 24.3.2. Provide three references with which you or your organization has worked within the last five years. Include: Name of organization, name of contact person, address, phone number, e-mail address, how this contact is familiar with your work, the nature of work performed, and the start/end dates of the work delivered.

24.4. **IMPLEMENTATION:** Describe the plan to accomplish the activities listed under General Duties associated with the OSO.

25. FISCAL NARRATIVE AND BUDGET (30 Points)

- 25.1. Budget and Budget Narrative: Offeror is required to submit a budget that includes a descriptive narrative for all outlined expenses.
- 25.2. The One-Stop Operator staff will be provided with office/cubicle space in the Mohave County Community Services Department, as well as, equipment, supplies and cell phone. As such, occupancy costs should not be included in the One-Stop Operator budget proposal.
- 25.3. Sub contracts: All subcontracts must be procured according to Mohave County's procurement requirements and approved by Mohave/La Paz WDB. An award of funds or approval of a budget does not exempt procurement requirements.
- 25.4. Provide a budget clearly outlining the funds needed (not to exceed \$90,000 annually) to include salaries, benefits, travel, and training.
- 25.5. Include a budget narrative that describes the funds' purpose in performing the requested services. Include job descriptions and number of hours per week estimated for any staff positions.
- 25.6. In-kind contributions, if any, should be on the budget and described in the budget narrative.
- 25.7. All budget line items should be necessary, allowable, and reasonable.

SPECIAL TERMS AND CONDITIONS

1. INSURANCE REQUIREMENTS:

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The insurance requirements herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, his agents, representatives, employees or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

1.1. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage and broad form contractual liability coverage. The policy shall be endorsed to include the following additional insured language: "The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor".

- General Aggregate \$2,000,000
- Products – Completed Operations Aggregate \$1,000,000
- Personal and Advertising Injury \$1,000,000
- Each Occurrence \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: "**The County of Mohave shall be named as an additional insured with respect to liability arising out of the activities performed by, or on behalf of the Contractor**".
- b. Policy shall contain a **waiver of subrogation** against the County of Mohave

1.1.2. Worker's Compensation and Employers' Liability

- Workers' Compensation Statutory
- Employers' Liability
- Each Accident \$1,000,000
- Disease – Each Employee \$1,000,000
- Disease – Policy Limit \$1,000,000

1.1.2.1.1.1.1.1. Policy shall contain a waiver of subrogation against the County of Mohave.

1.2. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1.2.1. On insurance policies where the County of Mohave is named as an additional insured, the County of Mohave shall be an additional insured to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by this Contract.

1.2.2. The Contractor's insurance coverage shall be primary insurance and non-contributory with respect to all other available sources.

1.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

1.3. NOTICE OF CANCELLATION:

Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage or endorsed to lower limits except after thirty (30) days prior written notice has been given to the County. Such notice shall be sent directly to **(County of Mohave Department Representative's Name & Address)** and shall be sent by certified mail, return receipt requested.

1.4. ACCEPTABILITY OF INSURERS:

Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the state of Arizona and with an "A.M. Best" rating of not less than B+ VI. The County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

1.5. VERIFICATION OF COVERAGE:

Contractor shall furnish the County with certificates of insurance (ACORD form or equivalent approved by the County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(County Department Representative's Name and Address)**. The County project/contract number and project description shall be noted on the certificate of insurance. The County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

1.6. SUBCONTRACTORS:

Contractors' certificate(s) shall include all subcontractors as additional insureds under its policies **or** Contractor shall furnish to the County separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

1.7. APPROVAL:

Any modification or variation from the insurance requirements in this Contract shall be made by the County Attorney, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

2. CONTRACT TYPE, TERM AND RENEWAL:

2.1. **Contract Type:** All costs will be firm, fixed and fully loaded to include all incidental and associated costs necessary to provide all specified services herein and be paid on cost reimbursement basis. Contract amount may be adjusted due to agreed-upon transitional activities, federal or state action affecting the WIOA funds received by the County. County will not be liable for any reduction in funding. Offeror's submitted pricing proposal must be able to stand alone in the event that County, under its option(s) to amend or terminate any contract resulting from this solicitation, opts to terminate contracted services provision.

- 2.2. **Contract Term and Renewal:** The term of the Contract shall commence upon award or the date negotiated based upon the transition plan, as negotiated after award, and shall remain in effect for a period of **one (1) year** thereafter, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for three (3) **additional one-year renewal periods or portions thereof upon expiration of the initial contract term**. In the event that the County exercises such rights, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be agreed upon.
- 2.3. **Performance Based Contracting:** Contract renewal will be performance based with funding linked to defined performance outcomes, including those under the Workforce Innovation and Opportunity Act. Thus, each contract renewal will be dependent upon funding availability, contractors' satisfactory performance, and other factors.

3. RATE ADJUSTMENTS:

- 3.1. The County will review **fully documented** requests for rate adjustments after services have been successfully provided for a one (1) year period. Rate adjustments **will only be considered at the time of contract renewal** and will be a factor in the renewal review process.

Contractor shall furnish written price adjustment figures, keyed to industry and changes, at least ninety (90) days prior to the contract expiration date to substantiate any claim for increase. County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will become effective upon approval by the County's Board of Supervisors on the effective date of the contract renewal and shall remain in effect during the renewal period. **If the parties to the contract cannot agree on renewal terms, it is hereby understood that the County shall re-bid the Contract.**

- 3.2. Beginning with the first one-year renewal option, and each subsequent renewal term thereafter, the following documentation shall be supplied by Contractor for all rate adjustment requests:

3.2.1. The Consumer Price Index (CPI) from the Bureau of Labor Statistics, specifically for the Western Region, Phoenix-Mesa, Arizona for the most recent 12-month data series available. Go to: <http://www.bls.gov/cpi/>;

3.2.2. **Please Note:** Should the specified CPI Index as well as significant industry changes occur wherein price adjustments support a rate decrease, as supported, and substantiated by County's documentation, County reserves the right to request and negotiate a rate decrease.

4. CONFIDENTIALITY OF RECORDS:

The Contractor shall establish and maintain procedures and controls, that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.

5. KEY PERSONNEL:

It is essential that Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. Contractor must agree to assign specific individuals to the key positions. **Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without ten (10) days prior written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days or**

are expected to devote substantially less effort to the work than initially anticipated, Contractor shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

6. EXCEPTIONS TO CONTRACT PROVISIONS:

A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County’s RFP, including but not limited to, the specifications, scope of services and any terms and conditions. Offerors who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the RFP cannot be modified without the express written approval of the Procurement Director or his/her designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Procurement Director or his/her designee, the contract provisions contained in the RFP shall prevail.

7. CERTIFICATES AND LICENSES:

The successful offeror shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

8. QUALITY OF WORK:

Contractor shall be responsible for the professional quality and technical accuracy of the services provided under this contract. Contractor shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.

9. NEW PRODUCTS OR SERVICES:

Mohave County, at its sole discretion may allow new products or services, or expansion of existing services identified by the Contractor or Mohave County to be incorporated. The request may be submitted at any time during the Contract period. The requested products or services shall align with the current Scope of Work.

10. TRANSITION ACTIVITIES:

There shall be a transition of services for a period determined by Mohave County. During this period, the new Contractor shall work closely with Mohave County personnel and/or staff to ensure a smooth and complete transfer of duties and responsibilities. An authorized representative from Mohave County shall coordinate all transition activities. A transition plan will be developed with the new Contractor to implement the transfer of duties.

All records, electronic or otherwise, shall be preserved and provided to Mohave County or the new Contractor at no cost in a format/medium approved by and within the timeframe established by Mohave County for any future transition of services.

STANDARD TERMS AND CONDITIONS

- 1. CERTIFICATION:** By signature in the offer section of the Offer and Acceptance page, offeror certifies:
 - A. The submission of the offer did not involve collusion or other anti-competitive practices.
 - B. The proposer shall not discriminate against any employee or Offeror for employment in violation of Federal Executive Order 11246, or A.R.S. § 31-1461, et seq.
 - C. The proposer has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer.
 - D. The proposer submitting the offer hereby certifies that the individual signing the proposal is an authorized agent for the company and has the authority to bind the proposer to the contract.

- 2. TERMINATION OF CONTRACT:** This contract may be terminated at any time by mutual written consent, or by the County, with or without cause, upon giving thirty (30) days written notice to you. The County at its convenience, by written notice, may terminate this contract, in whole or in part. If this contract is terminated, the County shall be liable only for payment under the payment provisions of this contract for services rendered and accepted material received by the County before the effective date of termination.

The County reserves the right to cancel the whole or any part of this contract due to failure of contractor to carry out any term, promise, or condition of the contract. The County will issue a written ten (10) day notice of default to contractor for acting or failing to act as in any of the following:

In the opinion of the County, contractor provides personnel that do not meet the requirements of the contract;

In the opinion of the County, contractor fails to perform adequately the stipulations, conditions or services/specifications required in this contract;

In the opinion of the County, contractor attempts to impose on the County personnel or materials, products or workmanship, which is of an unacceptable quality.

Contractor fails to furnish the required service and/or product within the time stipulated in the contract;

In the opinion of the County, contractor fails to make progress in the performance of the requirements of the contract and/or give the County a positive indication that contractor will not or cannot perform to the requirements of the contract.

Each payment obligation of the County created hereby is conditioned upon the availability of County, State and Federal funds which are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continuance of service herein contemplated, the contract period for the service may be terminated by the County at the end of the period for which funds are available. The County shall notify contractor at the earliest possible time which service will or may be affected by a shortage of funds. No penalty shall accrue to the County in the event this provision is exercised, and the County shall not be obligated or liable for any future payments due or for any damages as a result of termination under this paragraph.

- 3. RECORDS:** Internal control over all financial transactions related to this contract shall be in accordance with sound fiscal policies. The County may, at reasonable times and places, audit the books and records of you or any and all of your subcontractors. Said audit shall be limited to this contract and its scope of services.

- 4. ARBITRATION:** It is understood and agreed that no provision of the contract relating to arbitration or requiring arbitration shall apply to or be binding upon the County except by the County's express written consent given subsequent to the execution of the contract. However, at the County's sole option, or by other means expressly approved by the County, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. § 12-1501, et seq. Contractor shall continue to render the services required by this contract without interruption, notwithstanding the provisions of this section.
- 5. INDEPENDENT CONTRACTOR:** It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date. Mohave County will not provide any insurance coverage to the Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.
- 6. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the County. The County reserves the right to obtain like goods or services from another source when necessary.
- 7. PATENT INFRINGEMENT:** The procuring agency should advise the Contractor of any impending patent suit and provide all information available. The Contractor shall defend any suit or proceeding brought against the procurement agency based on a claim that any equipment, or any part thereof, furnished under this contract constitutes an infringement of any patent, and the Contractor shall pay all damages and costs awarded therein, excluding incidental and consequential damages, against the procuring agency. In case said equipment, or any part thereof, is in such suit held to constitute infringement and use of said equipment or part is enjoined, the Contractor shall, at its own expense and at its option, either procure for the procuring agency the right to continue using said equipment or part, or replace same with non-infringing equipment, or modify it so it becomes non-infringing.
- 8. AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and applicable federal regulations under the Act.
- 9. CONFIDENTIALITY OF RECORDS:** The Contractor shall establish and maintain procedures and controls that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- 10. SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the cancellation clause set forth within this document.
- 11. GRATUITIES:** The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the County amending, or the making of any

determinations with respect to the performing of such contract. In the event this contract is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity.

- 12. APPLICABLE LAW:** This contract shall be governed by, and the County and Contractor shall have all remedies afforded each by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in laws pertaining specifically to the County. This contract shall be governed by the law of the State of Arizona, and suits pertaining to this contract shall be brought only in Federal or State courts in the State of Arizona.
- 13. CONTRACT:** The contract shall be based upon the RFP issued by the County and the offer submitted by the Contractor in response to the RFP. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the RFP. The County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the County's Procurement Director, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
- 14. LEGAL REMEDIES:** All claims and controversies shall be subject to the Mohave County Procurement Code.
- 15. CONTRACT AMENDMENTS:** This contract shall be modified only by a written contract amendment signed by persons duly authorized to enter into contracts on behalf of the County of Contractor.
- 16. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the contract shall forthwith be physically amended to make such insertion or correction.
- 17. SEVERABILITY:** The provisions of this contract are severable in the sole discretion of the County to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
- 18. PROTECTION OF GOVERNMENT BUILDINGS:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Contractor fails to do so and damages such buildings, equipment and vegetation, the Contractor shall replace or repair the damage at no expense to the County, as directed by the Procurement Director. If the Contractor fails or refuses to make such repair or replacement, then the Contractor shall be liable for the cost thereof, which may be deducted from the contract price.
- 19. INTERPRETATION - PAROL EVIDENCE:** This contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this contract. Acceptance or acquiescence in a course of performance rendered under this contract shall not be relevant to determine the meaning of this contract even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.
- 20. ASSIGNMENT - DELEGATION:** No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County's Procurement Director. The County shall not unreasonably withhold

approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.

- 21. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Director. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within fifteen (15) days of receipt of written notice by the Contractor.
- 22. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.
- 23. PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Director. A protest of a RFP shall be received at the Procurement Office before the RFP opening date. A protest of a proposed award or of an award shall be filed within ten days after the protestor knows or should have known the basis of the protest. A protest shall include:
- A. The name, address, and telephone number of the protestor;
 - B. The signature of the protestor or its representative;
 - C. Identification of the RFP or contract number;
 - D. A detailed statement of the legal and factual grounds of protest including copies of relevant documents; and,
 - E. The form of relief requested.
- 24. WARRANTIES:** Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.
- 25. INDEMNIFICATION:** To the fullest extent allowed by law, Contractor must indemnify, defend, and hold harmless Mohave County, and its officers, officials, agents, supervisors, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury (including death), personal injury, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such Contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee must, in all instances, except for Claims arising solely from the negligent or willful misconduct of the Indemnitee, be indemnified by Contractor from and against any and all

claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this Contract, the Contractor agrees to waive all rights of subrogation against Mohave County, its officers, officials, agents, supervisors, and employees for losses arising from the work performed by the Contractor for Mohave County.

The scope of this indemnity will not be limited by the Insurance Requirements contained herein. This indemnification paragraph shall survive the termination of this Agreement.

(Approved by Risk Management 07/08/2022)

- 26. RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation with this contract.
- 27. ADVERTISING:** Contractor shall not advertise or publish information concerning this contract without prior written consent of the County.
- 28. RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 29. FORCE MAJEURE:** Except for payment of sums due, neither party is liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means a major occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure will not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.
- 29.1. If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party must immediately notify the other party in writing of such a delay at the commencement thereof, and further specify the causes of the delay in the notice. Such notice must be hand-delivered, mailed certified-return receipt, or emailed and must make a specific reference to this article, thereby invoking its provisions. The delayed party must make all reasonable efforts to overcome conditions causing delay as soon as practicable and must notify the other party in writing when it has done so. The time of completion will be extended by contract modification for a period of time equal to the time required to overcome the Force Majeure or the time required to overcome the effects of the Force Majeure that delayed the party from performing in accordance with this Contract.
- 30. INSPECTION & ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the County. Material or service failing to conform to the specifications of this contract shall be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Noncompliance shall conform to the cancellation clause set forth in this document.
- 31. EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports, and other deliverables which may be created under this contract are the sole property of the County and shall not be used or released by the Contractor or any other person except with prior written permission by the County.
- 32. TITLE AND RISK OF LOSS:** The title and risk of loss of material or service shall not pass to the County until the County actually receives the material or service at the point of delivery, unless otherwise provided within this contract.

- 33. DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the County, shall constitute breach of the contract as a whole. Noncompliance shall conform to the cancellation clause set forth within this document.
- 34. LIENS:** All materials, services, and other deliverables supplied to the County under this contract shall be free of all liens other than the security interest held by the Contractor until payment in full is made by the County. Upon request of the County, the Contractor shall provide a formal release of all liens.
- 35. PAYMENT:** In consideration of the performance of the services described in the Scope of Services, the County shall pay the Contractor in accordance with the negotiated contract rates, and the Contractor shall charge the County only in accordance with those same rates.

The County will pay the Contractor following the submission of itemized invoice(s). Each itemized invoice must bear a written certification by an authorized County representative confirming the services for which payment is requested.

When submitting invoices for payment, vendors are to include the applicable Purchase Order number on the invoice. The invoice should not be submitted until you have supplied the materials and/or services covered by the purchase order bearing the same number. If the vendor is unable to fulfill all of the purchase order, submit an invoice for the portion of the order supplied, or service completed. Once the backordered/uncompleted portion of the purchase order is shipped/completed, a new invoice is required. Vendors are requested to submit invoice(s) within 30 days of delivery and/or date of service.

The County shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 36. LICENSES:** Contractor shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 37. COST OF PROPOSAL PREPARATION:** The County shall not reimburse the cost of developing, presenting, or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically providing adequate information in a straightforward and concise manner.
- 38. PUBLIC RECORD:** All proposals submitted in response to this request shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification. Any information or materials deemed proprietary must be specifically designated as such and may be maintained as a confidential record in the discretion of the County.
- 39. SUBSEQUENT EMPLOYMENT:** The County may cancel this contract without penalty or further obligation pursuant to A.R.S. § 38-511 if any person significantly involved in initiating, negotiating, securing, drafting, or creating the contract, on behalf of the County is or becomes, at any time while the contract or any extension of the contract is in effect, an employee of, or a contractor to any other party to this contract with respect to the subject matter of the contract. Such cancellation shall be effective when written notice from the Procurement Director is received by the parties to this contract, unless the notice specifies a later time.

40. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

Shall, Will, Must: Indicates a mandatory requirement. Failure to meet these mandatory requirements may result in the rejection of proposal as non-responsive.

Should: Indicates something that is recommended but not mandatory. If the offeror fails to provide recommended information, the County may, at its sole option, ask the offeror to provide the information or evaluate the proposal without the information.

May: Indicates something that is not mandatory but permissible.

For purposes of this contract and Scope of Work, the following definitions shall apply:

- "County"** Mohave County, Arizona
- "Contractor/Consultant"** The individual, partnership, or corporation who, as a result of the competitive proposal process, is awarded a contract by Mohave County.
- "Contract"** The legal agreement executed between Mohave County, AZ and the Contractor/Consultant.
- "Contract Representative"** The County employee or employees who have specifically been designated to act as a contact person or persons to the Contractor, and responsible for monitoring and overseeing the Contractor's performance under this contract.
- "Procurement Director"** The contracting agent for Mohave County, Arizona.

- 41. CLEAN UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the County. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
- 42. SCRUTINIZED BUSINESSES:** In accordance with **A.R.S. § 35-391.06** and **A.R.S. § 35-393.06**, the Contractor hereby certifies that it does not have any scrutinized business operations in Sudan or Iran.
- 43. LEGAL ARIZONA WORKERS ACT COMPLIANCE:** To the extent applicable, pursuant to the provisions of **A.R.S. § 41-4401**, the contractor hereby warrants that it is in material compliance with all federal immigration laws and regulations that relate to its employees and with the E-verify requirements set forth in **A.R.S. § 23-214 (A)**.
- 44. MOHAVE COUNTY SEAL USE:** Pursuant to **A.R.S. §11-251.17**, a firm or individual is NOT permitted to use, display or otherwise employ a copy or other resemblance of the Mohave County seal without obtaining approval from Mohave County Board of Supervisors.
- 45. SUSPENSION OR DEBARMENT CERTIFICATION:** By signing the Offer section of the Offer and Acceptance page, the Offeror certifies that the firm, business or person submitting the Offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any federal, State or local government. Signing the Offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the Offer or cancellation of a contract. The State also may exercise any other remedy available by law.
- 46. ISRAEL BOYCOTT CERTIFICATION:** Written Certification Pursuant to **A.R.S. § 35-393.01**. If **VENDOR** engages in for-profit activity and has 10 or more employees, and if this Agreement has a value of \$100,000 or more, **VENDOR** certifies it is not currently engaged in, and agrees for the duration of this Agreement to not engage in, a boycott of goods or services from Israel. This certification does not apply to a boycott prohibited by 50 U.S.C. § 4842 or a regulation issued pursuant to 50 U.S.C. § 4842.

47. FORCED LABOR OF ETHNIC UYGHURS CERTIFICATION: Pursuant to A.R.S. §35-394, Contractor certifies that Contractor does not currently, and agrees for the duration of the contract that it will not, use:

- 1) the forced labor of ethnic Uyghurs in the People's Republic of China;
- 2) any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China; and
- 3) any contractors, subcontractors or suppliers that use the forced labor or any goods or services produced by the forced labor of ethnic Uyghurs in the People's Republic of China.

If Contractor becomes aware during the term of the contract that the company is not in compliance with the written certification, the Contractor shall notify Mohave County within five business days after becoming aware of the noncompliance. If the Contractor does not provide Mohave County with a written certification that the Company has remedied the noncompliance within 180 days after notifying Mohave County of the noncompliance, this Contract terminates, except that if the contract termination date occurs before the end of the remedy period the Contract terminates on the Contract termination date.

OFFER FORM

TO MOHAVE COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

CONFLICT OF INTEREST:

For purposes of determining any possible conflict of interest, all Offerors **must disclose** if any current Mohave County employee is also an owner, corporate officer, or employee of your business. Indicate either "Yes" (County employee is associated with your business), or "No." If yes, provide the name(s) of the County employee(s) and the position(s) County employee(s) hold within your business (reference "Instructions to Offerors", Item #4 herein).

_____ Yes _____ No

If "YES", please provide the current Mohave County employee and position (include additional pages if necessary)

CONTACT:

FOR CLARIFICATION OF THIS OFFER:

Signature of Person Legally Authorized to Sign on Behalf of Company

Name (First, Middle Initial, Last)

Printed Name and Title

Printed Name and Title

Company Address

Direct Telephone (Including Area Code)

City / State / Zip Code

Mobile Telephone (Including Area Code)

Telephone Number (Including Area Code)

Email Address

Email Address

Company Web Address

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

Services Provider is now bound to provide the services and/or materials specified herein in RFP No. 23P04, including all terms, conditions, specifications, amendments, etc., and Services Provider's Offer as accepted by Mohave County.

Services Provider has been cautioned not to commence any billable work or to provide any service and/or material under this contract until Services Provider receives this signed sheet, or a written notice to proceed.

Awarded this _____ day of _____, 2023.

Travis Lingenfelter, Chairman, Mohave County Board of Supervisors

FORM 1 – TITLE PAGE

Service Provider:

Please submit all information requested herein

Organization / Agency / Company Name: _____

Contact Person’s Name: _____

Contact Person’s Title: _____

Contact Telephone (include Area Code): _____

Contact Email Address: _____

Mailing Address: _____

Street Address if different from Mailing Address: _____

Organization / Agency / Company Website: _____

Applying As (check one of the following):

_____ Individual _____ Single Agency

_____ Consortium of Partners _____ Number of Consortium Partners

Consortium Partner(s) Name(s): _____

FORM 2 - Conflict of Interest

AFFIRMATION & CERTIFICATION

I affirm that the information within this proposal is true and accurate to the best of my knowledge. I acknowledge that I have read and understood the specifications and requirements of the Request for Proposal (RFP), and that my organization is prepared to deliver the proposed activities as described herein. Further, I certify that I am duly authorized to submit this proposal on behalf of my organization. I also understand that by signing any contract initiated as a result this proposal, my organization is responsible for meeting each deliverable objective set forth in this RFP and/or established federal, state and local Workforce Investment Act directives. I fully affirm and understand that failure to deliver on the objectives set forth in this RFP and my organization’s proposal may result in my organization’s contract being terminated.

CONFLICT OF INTEREST

I also affirm that I, or any members of my organization, were not involved in writing, preparing or researching, any part of this proposal and are not members of MOHAVE/LA PAZ Workforce Development Board (WDB) or staff currently serving the MOHAVE/LA PAZ WDB. I fully certify that the organization listed below has no such conflict of interest as stated here and in the RFP.

In order to avoid a conflict of interest the AWJC Operator must not employ or otherwise compensate a current Mohave/La Paz Workforce Development Board member or employee who is employed or compensated by the Board or its administrative entity, fiscal agent, or grant recipient to support the Board in carrying out its duties.

(Please Print)

Name of Organization: _____

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

FORM 3 - Certifications

Mohave / La Paz Workforce Development Equal Opportunity and Nondiscrimination Assurances

As a condition to award of financial assistance from the Department of Labor under Title I of WIOA, as defined in Title 29 of the Code of Federal Regulations Part 38, the employer/recipient must include the following assurances:

As a condition to the award of financial assistance from DOL under Title I of WIOA, the grant Offeror assures that it will comply fully with the nondiscrimination and equal opportunity provisions of the following laws:

- Section 188 of WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex (including pregnancy, childbirth and related medical conditions, transgender status, and gender identity), national origin (including limited English proficiency), 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 VI 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 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; and
- The Offeror also assures that, as a recipient of WIOA Title I financial assistance, it will comply with 29 CFR part 38 and all other regulations implementing the laws listed above. This assurance applies to the Offeror's operation of the WIOA Title I financially assisted program or activity, and to all agreements the Offeror makes to carry out the WIOA Title I financially assisted program or activity. The Offeror understands that the United States has the right to seek judicial enforcement of this assurance.

The assurance is considered incorporated by operation of law in the grant, cooperative agreement, contract or other arrangement whereby Federal financial assistance under Title I of WIOA is made available, 29 CFR Subpart B §38.25 (a)(2).

Name of Organization: _____

Name: _____

Title: _____

Authorized Signature: _____

Date: _____

FORM 4 - Statement of Assurances

Statement of Assurances

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 12549.52.1
- 29 CFR Part 38 and all other regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title I-financially assisted program or activity, and to all agreements the contractor makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands the United States has the right to seek judicial enforcement of this assurance.

Name and Title of Authorized Representative

Signature

Date

Form 5 - Services Provider References

SERVICES PROVIDER'S REFERENCES

Reference #1

Agency Name: _____

Contract Dates: _____

Agency Address: _____

Contact Name and Title: _____

Telephone Number with Area Code: _____

Business Email Address: _____

Average Number of Persons receiving services each month of contract: _____

Reference #2

Agency Name: _____

Contract Dates: _____

Agency Address: _____

Contact Name and Title: _____

Telephone Number with Area Code: _____

Business Email Address: _____

Average Number of Persons receiving services each month of contract: _____

Reference #3

Agency Name: _____

Contract Dates: _____

Agency Address: _____

Contact Name and Title: _____

Telephone Number with Area Code: _____

Business Email Address: _____

Average Number of Persons receiving services each month of contract: _____

Please provide two (2) references wherein an organization terminated Services Provider’s services to them and the reason(s) why services were terminated.

Past Reference #1

Agency Name: _____

Contract Dates: _____

Agency Address: _____

Contact Name and Title: _____

Contract Initiation Date and Date of Termination: _____

Telephone Number with Area Code: _____

Business Email Address: _____

Average Number of Persons receiving services each month of contract: _____

Reasons for Contract Termination:

Past Reference #2

Agency Name: _____

Contract Dates: _____

Agency Address: _____

Contact Name and Title: _____

Contract Initiation Date and Date of Termination: _____

Telephone Number with Area Code: _____

Business Email Address: _____

Average Number of Persons receiving services each month of contract: _____

Reasons for Contract Termination:

Form 6 - Certificate of Lobbying Activities

Certificate of Lobbying Activities

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal entity. Such disclosures are forwarded from tier to tier up to the grantee or sub-grantee/non-Federal entity. Complete and attach the Certificate of Lobbying Activities (SF-LLL):
<https://www.whitehouse.gov/sites/default/files/omb/grants/sfillin.pdf>

EXHIBIT 1

HOLIDAY SCHEDULE



HOLIDAY SCHEDULE-CALENDAR YEAR 2022
THE FOLLOWING DAYS SHALL BE OBSERVED HOLIDAYS

<u>Holiday</u>	<u>Day Observed</u>
New Year's Day	Friday, December 31, 2021
Martin Luther King/Civil Rights Day	Monday, January 17, 2022
Lincoln/Washington/President's Day	Monday, February 21, 2022
Memorial Day	Monday, May 30, 2022
Independence Day	Monday, July 04, 2022
Labor Day	Monday, September 05, 2022
Columbus Day	Monday, October 10, 2022
Veteran's Day	Friday, November 11, 2022
Thanksgiving Day	Thursday, November 24, 2022
Christmas Day* (observed)	Monday, December 26, 2022
New Year's Day* (observed)	Monday, January 2, 2023

Mohave County recognizes ten (10*) paid Holidays per year with an additional holiday, known as Floating Holiday, wherein employees may request to be scheduled off and receive holiday pay for:

The day after Thanksgiving, **Friday, November 25, 2022**

OR

The day preceding the Christmas Day Holiday, **Friday, December 23, 2022** will be treated as the Floating Holiday.

OR

The day preceding the New Year's Holiday, **Friday, December 30, 2022** will be treated as the Floating Holiday.

*Please refer to Mohave County Personnel Policies and Procedures Section 2.6 & section C. When a holiday falls on a Saturday

EXHIBIT 2

SERVICES PROVIDED THROUGH THE ONE STOP DELIVERY SYSTEM

The Workforce Investment Act Section 121(e) identifies the programs, services, and related activities that must be provided through the ARIZONA@WORK One-Stop delivery system.

(e) ESTABLISHMENT OF ONE-STOP DELIVERY SYSTEM.—

(1) IN GENERAL.—There shall be established in each local area in a State that receives an allotment under section 132(b) a one-stop delivery system, which shall—

- (A) provide the career services described in section 134(c)(2);
- (B) provide access to training services as described in section 134(c)(3), including serving as the point of access to training services for participants in accordance with section 134(c)(3)(G);
- (C) provide access to the employment and training activities carried out under section 134(d), if any;
- (D) provide access to programs and activities carried out by one-stop partners described in subsection (b); and
- (E) provide access to the data, information, and analysis described in section 15(a) of the Wagner-Peyser Act (29 U.S.C. 491–2(a)) and all job search, placement, recruitment, and other labor exchange services authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.).

(2) ONE-STOP DELIVERY.—The one-stop delivery system—

- (A) at a minimum, shall make each of the programs, services, and activities described in paragraph (1) accessible at not less than 1 physical center in each local area of the State; and
- (B) may also make programs, services, and activities described in paragraph (1) available—
 - (i) through a network of affiliated sites that can provide 1 or more of the programs, services, and activities to individuals; and
 - (ii) through a network of eligible one-stop partners—
 - (I) in which each partner provides 1 or more of the programs, services, and activities to such individuals and is accessible at an affiliated site that consists of a physical location or an electronically or technologically linked access point; and
 - (II) that assures individuals that information on the availability of the career services will be available regardless of where the individuals initially enter the statewide workforce development system, including information made available through an access point described in subclause (I);
- (C) may have specialized centers to address special needs, such as the needs of dislocated workers, youth, or key industry sectors or clusters; and
- (D) as applicable and practicable, shall make programs, services, and activities accessible to individuals through electronic means in a manner that improves efficiency, coordination, and quality in the delivery of one-stop partner services.

EXHIBIT 3 – OSO Review

OSO Review

Date:

One Stop Operator Goals- Calendar Year 2022
The One Stop Operator is required to meet 80% of the total possible points, or a score of 3, to meet the performance requirements on the matrix of 1 to 5. Scoring 90%+ will be a 5, 85%+ will be a 4, 80% will be a 3, 75% will be a 2 and 70% will be a 1. This will be calculated on a quarterly basis

QUARTER	POSSIBLE POINTS	POINTS SCORED	PERCENTAGE	MATRIX SCORE
1				
2				
3				
4				

GENERAL DUTIES CATEGORIES	TOTAL POSSIBLE SCORE	MONTHLY SCORE	REQUIRED BY 3/31/2022	REQUIRED BY 6/30/2022	REQUIRED BY 9/30/2022	REQUIRED BY 12/21/2022
Coordinate cross training of all Core Partner Staff at all area Job Centers	100%					
PERCENTAGE COMPLETE	100 or N/A					
Fostering partnerships within the Mohave/La Paz One Stop System (Core, Mandated and Community Partners) to promote function as a multi-agency team	100%					
PERCENTAGE COMPLETE	100 or N/A					
Serving as the ED Officer for the LWDA	100%					
PERCENTAGE COMPLETE	100 or N/A					
Implement and execute Veterans priority of service for One Stop System	100%					
PERCENTAGE COMPLETE	100 or N/A					
Leveraging Community Partner resources to augment services provided by WIDA to create true wrap-around support that enables participants to successfully complete their program goals.	100%					
PERCENTAGE COMPLETE	100 or N/A					
Workshop Calendars	100%					
PERCENTAGE COMPLETE	100 or N/A					
Update ARIZONA@WORK website	100%					
PERCENTAGE COMPLETE	100 or N/A					
Coordinate annual Construction Day to educate youth about careers and make them aware of local opportunities	100%					
PERCENTAGE COMPLETE	100 or N/A					
Coordinate Program Sector organizations with Business Services	100%					
PERCENTAGE COMPLETE	100 or N/A					
Coordinate with Business Services to expand local apprenticeship programs.	100%					
PERCENTAGE COMPLETE	100 or N/A					
Coordination of services offered consistently in all area Job Centers	100%					
PERCENTAGE COMPLETE	100 or N/A					
Referral process expansion & tracking	100%					
PERCENTAGE COMPLETE	100 or N/A					

EXHIBIT 4 – PERFORMANCE MEASURES

Agreed Levels	WIOA Adults
70.0%	Employed 2nd quarter after exit
66.0%	Employed 4th quarter after exit
\$5,568	Median Wage
69.5%	Credential
59.5%	Measurable Skills Gain
	WIOA Dislocated Worker
77.0%	Employed 2nd quarter after exit
73.0%	Employed 4th quarter after exit
\$8,646	Median Wage
74.5%	Credential
65.0%	Measurable Skills Gain
	WIOA Youth (14-24)
71.5%	Employed, in education, or in Occupation Skills Training 2nd quarter after exit
69.0%	Employed, in education, or in Occupation Skills Training 4th quarter after exit
\$4,607	Median Wage
57.0%	Credential
62.0%	Measurable Skills Gain