



*Navajo County in conjunction with the  
Northeastern Arizona Local Workforce Development Board*

## **REQUEST FOR PROPOSALS**

**FOR**

# **WIOA TITLE I-B ADULT, DISLOCATED WORKER AND YOUTH CAREER SERVICES PROVIDER**

Navajo County, Arizona  
Contract No. B25-04-015

Published: April 23, 2025

# TABLE OF CONTENTS

NOTICE OF REQUEST FOR PROPOSALS .....	3
I. INTRODUCTION .....	4
II. BACKGROUND .....	4
III. MINIMUM QUALIFICATIONS .....	7
IV. SCOPE OF WORK .....	7
V. INSTRUCTIONS TO OFFERORS .....	12
VI. SELECTION PROCESS.....	17
VII. REQUEST FOR PROPOSAL (RFP) SUBMITTAL FORMAT AND EVALUATION CRITERIA .....	18
VIII. SPECIAL TERMS AND CONDITIONS .....	20
IX. STANDARD TERMS AND CONDITIONS .....	24
X. CONTRACT PROVISIONS FOR FEDERALLY FUNDED PROJECTS .....	36
ATTACHMENT A - PROPOSAL CHECKLIST .....	38
ATTACHMENT B – DEBARMENT CERTIFICATION .....	39
ATTACHMENT C - NON-COLLUSION AFFIDAVIT .....	41
ATTACHMENT D – BYRD ANTI-LOBBYING CERTIFICATION .....	42
ATTACHMENT E - OFFER AND ACCEPTANCE .....	43
ATTACHMENT F – STATEMENT OF ASSURANCES.....	44

# NOTICE OF REQUEST FOR PROPOSALS

## RFP NO. B25-04-015 WIOA TITLE I-B ADULT, DISLOCATED WORKER AND YOUTH CAREER SERVICES PROVIDER

Notice is hereby given that Navajo County, on behalf of the Northeastern Arizona Local Workforce Development Board, is conducting a competitive ONE-STEP process for the purpose of selecting a qualified Workforce Innovation and Opportunity Act of 2014 (WIOA) Title I-B Adult, Dislocated Worker and Youth Career Services Provider. A copy of the WIOA and regulations may be accessed via the U.S. Department of Labor website (<https://www.dol.gov/agencies/eta/wioa>). The term of this contract will be one (1) year with the option to renew up to (4) additional one-year terms.

INTERESTED OFFERORS MAY OBTAIN A COPY OF THIS SOLICITATION BY CALLING (928) 524-4100 OR MAY PICK UP A COPY OF THE PROPOSAL PACKAGE AT 100 W. PUBLIC WORKS DR., HOLBROOK, ARIZONA 86025, OR MAY DOWNLOAD THE PACKAGE AT:  
<https://www.navajocountyaz.gov/571/Procurement---Solicitations>.

All Proposals for the specified service shall be received by the Navajo County Clerk of the Board of Supervisor's Office at the location indicated, on or prior to the exact time and date indicated below. Late submittals shall not be considered. The official prevailing clock is located in the Clerk of the Board of Supervisor's Office. Proposals received by the correct time and date shall be publicly recorded. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Failure to acknowledge addendums with the solicitation response may be grounds for deeming the Proposal non-responsive.

Proposals must be submitted in a sealed envelope. The RFP number and the offeror's name and address should be clearly indicated on the outside of the envelope. Failure to clearly indicate RFP number, name and address on the outside of the package or envelope may be cause for the Proposal to be deemed invalid. All Proposal's must be completed in ink or typewritten. Questions must be in writing and addressed to the contact listed below. The last day to submit questions is May 14, 2025 at 12:00 P.M. local AZ Time.

<b>RFP NUMBER:</b>	B25-04-015
<b>RFP DUE DATE:</b>	May 21, 2025 AT 4:00 P.M. local AZ Time
<b>PUBLIC OPENING DATE:</b>	May 21, 2025 AT 4:15 P.M. local AZ Time
<b>SUBMITTAL LOCATION:</b>	Clerk of the Board of Supervisors' Office 100 East Code Talkers Drive P.O. Box 668 (USPS Mail) Holbrook, Arizona 86025

<b>DIRECT WRITTEN QUESTIONS TO:</b>	Kolton Root kolton.root@navajocountyaz.gov (928) 524-4100
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Holbrook Tribune  
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# I. INTRODUCTION

Notice is hereby given that Navajo County (hereinafter referred to as "COUNTY") on behalf of the Northeastern Arizona Local Workforce Development Board (hereinafter referred to as "LWDB"), is conducting a competitive ONE-STEP process for the purpose of selecting a qualified WIOA Title I-B Adult, Dislocated Worker and Youth Career Services Provider for the Local Workforce Development Area, which includes all non-tribal lands within Navajo, Apache, and Gila Counties. The resulting contract will require the Consultant to take affirmative steps in contracting with small and minority businesses, women's business enterprises, and labor surplus area firms as required in 2 CFR 200.321. A signed offer in response to this RFP represents the offerors intent to comply with 2 CFR 200.321.

The LWDB intends to make a final decision on award of a contract at its May 28, 2025 meeting. The period of performance will be July 1, 2025 through June 30, 2026. Upon mutual agreement, the contract will have the option to renew up to four (4) one-year terms.

In preparing a response to the Request for Proposals, emphasis should be concentrated on the Request for Proposals instructions, responsiveness to requirements, completeness and clarity of content. Elaborate and lengthy proposals are neither necessary nor desired. Offerors are encouraged to follow the sequence of the sections of this RFP as they develop their bids. Proposals will be evaluated by members of the LWDB.

# II. BACKGROUND

The Workforce Innovation and Opportunity Act (WIOA) was signed into law on July 22, 2014 and became effective July 1, 2015. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973. WIOA is designed to help both job seekers and businesses. WIOA addresses the needs of job seekers by establishing a workforce system that helps them access employment, education, training, and support services to succeed in the labor market. WIOA addresses employer needs by matching them to the skilled workers they need to compete in the global economy.

## ONE-STOP SYSTEM

ARIZONA@WORK is the branded name of the statewide one-stop system that helps employers of all sizes and types recruit, develop and retain the best employees for their needs. For job seekers throughout the state, the one-stop system provides services and resources to pursue employment opportunities. By developing the state's workforce and matching employers with job seekers, Arizona's economy is strengthened. ARIZONA@WORK Northeastern Arizona is one of 12 regional areas all working together through one organization—ARIZONA@WORK—and all sharing one mission: providing innovative workforce solutions to employers and job seekers.

The one-stop system is designed to enhance access to services and improve long-term

employment outcomes for individuals seeking assistance. The regulations define the system as consisting of one or more comprehensive, physical American Job Center(s) in a local area that provide the core services specified in WIOA.

## **LOCAL WORKFORCE DEVELOPMENT AREA**

The Northeastern Arizona Local Workforce Development Board (LWDB) is a local workforce development board established by federal law through the Workforce Innovation and opportunity Act (WIOA) in 2014 and its Final Rules as published in Federal Register Vol. 81 No. 161. It is one of 13 workforce development boards across Arizona that direct federal, state and private funding resources for educational and occupational skills programs. The LWDB is a business-led, policy-setting board that oversees workforce development initiatives in the Local Workforce Development Area (LWDA). The LWDB is composed of volunteers from business, civic, education, labor, and community leaders. The LWDA includes Navajo, Apache, and Gila Counties in Northeastern Arizona. ARIZONA@WORK Northeastern Arizona, under the purview of the LWDB, currently includes two comprehensive and two affiliate job centers.

The LWDB has developed the framework for the Local Workforce Development Plan and has identified the following strategies and goals for ARIZONA@WORK Northeastern Arizona, the local one-stop system:

### **Goal 1: Promote a strong economy by building Northeastern Arizona’s capacity to attract, retain, and grow thriving businesses**

- Strategy 1: Implement the Workforce Quality Initiative to increase and improve coordination between workforce, education, and economic development efforts
- Strategy 2: Convene employer collaboratives to get real-time labor market needs directly from employers.
- Strategy 3: Engage businesses to make service offerings more accessible, collaborate with economic development and community partners to make sure businesses have access to needed workers.

### **Goal 2: Create a local workforce system that is relevant to business customers through dynamic partner alignment and integration, and by building on collaborative initiatives in each of the region’s population centers.**

- Strategy 1: Implement a Business Services team throughout Northeastern Arizona and enhance collaboration with community partners to use real-time information from employers in each population center to align business services with the unique needs of employers in each community and increase and improve coordination between workforce, education, and economic development efforts.
- Strategy 2: Create a comprehensive stakeholder communication, outreach, and engagement plan to support consistency and availability of services.

### **Goal 3: Prepare Job Seekers to Defend Against Poverty (by Preparing and Matching Job Seekers to Job Creators for a Successful Career that Provides Ample)**

- Strategy 1: Implement a technology system that enhances communication, referrals, co-enrollments and quality of data tracking throughout the ARIZONA@WORK Northeastern Arizona One-Stop System.
- Strategy 2: Implement customer-centered processes to enhance customer flow through the Job Centers and between partners and track outcomes to ensure that the ARIZONA@WORK Northeastern Arizona One-Stop System is effectively serving job seekers with barriers to employment.

The role of the Adult, Dislocated Worker and Youth Career Services Provider includes the following:

1. Providing basic career services including, but not limited to, participant intake (eligibility determination for WIOA services), orientations, initial assessments, employment services, and referrals to other partners and services;
2. Providing individualized career services including, but not limited to, comprehensive and specialized assessments, case management, individual employment plans including training, career planning, and vocational counseling;
3. Coordinating with One-Stop Operator to Provide Rapid Response Services.

### **RESOURCES**

The LWDB has developed a Workforce Development Plan that contains significant information about the co-located partners at the One-Stop service delivery site, as well as labor market information about the area. The current Local Workforce Development Plan may be accessed directly at <https://arizonaatwork.com/locations/northeastern-arizona/additional-information>. Offerors should also be aware that the LWDB is currently working on a new 4-year Local Workforce Development Plan that will be implemented during the beginning of this contract period and the draft plan will be posted to the website listed above during this Request for Proposals timeframe.

### III. MINIMUM QUALIFICATIONS

- Offeror must have three years' experience providing integrated workforce and employment service delivery.
- Each offeror must demonstrate that it meets the minimum qualifications or its proposal will be disqualified as non-responsive.

### IV. SCOPE OF WORK

The LWDB seeks proposals for providing career services to Adults, Dislocated Workers and Youth Participants within the ARIZONA@WORK System of Northeastern Arizona. Career services include all WIOA Adult, Dislocated Worker, and Youth funding for staff who provide Basic and Individualized services to customers and all training and support services provided to participants.

For guidance on Adult Dislocated Worker, and Youth Basic vs. Individualized career services, please see:

- [Arizona Department of Economic Security Policy and Procedure Manual – Workforce Innovation and Opportunity Act](#)
  - [Section 100 – Adult & Dislocated Worker Program Registration, Eligibility, Enrollment, and Tracking Eligibility Policy](#)
  - [Section 200 – Adult & DW Program Career Services Policy](#)
  - [Section 300 – Youth Program](#)
  - [Section 400 – Supportive Services](#)
  - [Section 500 – Training Services](#)

For each proposal, offerors must clearly detail and describe how the organization will develop and implement career services activities within budget limitations of \$415,000. The Service Provider will deliver the Adult, DW and Youth Program Design Framework Services. This Service Provider will also provide portions of certain program elements such as work experience, internships, and job shadowing. For those specific elements, the Service Provider will identify and qualify the worksites that will be used, but the actual work experience, internship, and job shadowing will be conducted at the worksite of other public and private entities.

#### **SUB-RECIPIENT PERFORMANCE MEASURES**

Sub-recipient performance will be based on the following measures. The NEAZ LWDB reserves the right to modify and/or clarify the measures during negotiations.

## ADULT, DISLOCATED WORKER MEASURES

PERFORMANCE INDICATOR	MEASUREMENT
<b>Budget Management and Expenditures</b>	Of the direct client dollars budgeted to the Service Provider, at least 65% will be obligated each year by March 31st. Documentation sources will include budget reports submitted to NEAZWDB staff including Work Based Learning, Occupational Skills Training, Supportive Services or any other obligations by customers.
<b>Resolved Monitoring and No Disallowed Costs</b>	Absence of unresolved monitoring issues and absence of disallowed costs as evident by monitoring and/or audit by DES, OAG, DOL, LWDB and Fiscal Agent monitoring documents on or at the end of the third quarter of this contract.
<b>Work Based Learning</b>	Adults and Dislocated Workers who are enrolled in Registered Apprenticeships, On-the-Job Training, Job Shadowing and Work Experience activities. Work Based Learning activities may be progressive and built into the IEP and a progressive career pathway. Participants may enroll in a second Work Based Learning activity if it is a different activity than the first and if there is sufficient documentation to justify the opportunity is necessary to support the participant’s goals. The Service Provider will use Arizona Job Connection to validate these activities. This information will be reviewed for accuracy and performance verified by the LWDB staff.
<b>Participants Receiving Industry Recognized Credentials</b>	Measures the number of participants enrolled in Occupational Skills Training during the program year and receiving an industry recognized credential. The measure counts the number of participants who receive an industry recognized credential during the program year. Participants who receive stackable credentials may be counted multiple times in a program year. The Service Provider will provide reports from Arizona Job Connection that validate the number of participants who have received a credential. This information will be reviewed for accuracy and performance by LWDB staff.
<b>Priority and Vulnerable Populations</b>	Number of clients enrolled as priority and vulnerable populations as described in <a href="#">Sections 100 and 200 of the Arizona Department of Economic Security WIOA Title I-B Policy and Procedure Manual</a> including, veterans and eligible spouses, justice involved, dropouts, aging out of foster care, TANF recipients, homeless, older individuals -defined as individuals who are age 55 and older, individuals with disabilities etc. This will be measured by receiving a list from the Service Provider of all Adult and Dislocated Worker participants in these categories. This information will be reviewed for accuracy and performance verified by LWDB staff.

## YOUTH MEASURES

PERFORMANCE INDICATOR	MEASUREMENT
<b>New Youth Enrollments</b>	Projected number of new Youth enrollments evident through validation in Arizona Job Connection and quarterly tracking reports provided by the Service Provider and verified by LWDB staff.
<b>Work Based Learning</b>	Youth participants enrolled in Registered Apprenticeship, Pre-Apprenticeship, Job-Shadowing, On-the-Job Training and Work Experience activities to ensure the requirement that 20% of Youth funding is utilized for Work Experience Activities is met. Work Based Learning activities may be progressive and built into the IEP and a progressive career pathway. Participants may enroll in a second Work Based Learning activity if it is a different activity than the first and if there is sufficient documentation to justify the opportunity is necessary to support the participant's goals. The Service Provider will report monthly on all Work Experience Activities and 65% of the required expenditure amount will be expended by March 31 of each Program Year.
<b>Participants Receiving Industry Recognized Credentials</b>	Measures the number of Youth participants enrolled in Occupational Skills Training during the program year and receiving an industry-recognized credential. The measure counts the number of Youth participants who receive an industry-recognized credential during the program year. Participants who receive stackable credentials may be counted multiple times in a program year. The Service Provider will provide reports from Arizona Job Connection that validate the number of participants who have received a credential. This information will be reviewed for accuracy and performance by NEAZWDB staff.

The determination of whether the Sub-recipient has met or exceeded the performance items shown above will be made as of March 31st of the contract period. To be determined to have satisfactory performance, the Sub-recipient must meet 6/8 performance items listed above with no measure falling below 90%. Even though the Sub-recipient may meet or exceed the performance measures shown above the Sub-recipient must also submit a satisfactory budget for the extension period. The budget for the extension will be negotiated.

### PROGRAM AND PERFORMANCE MEASURES

The contract that results from this RFP will have certain requirements for performance. The contract may require that the Sub-recipient submit reports of expenditures, clients served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the LWDB to evaluate the

performance of the Sub-recipient. The contract may have provisions requiring minimum performance levels to be achieved before funding for remaining periods is available. The contract may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained. It is also possible to eliminate specific service areas from the contract should the Sub-recipient fail to meet minimum performance standards in each of the areas.

- **Budget** – Successful offerors must establish a budget in cooperation with the NEAZLWDB Administrative Officer. This budget must comply with state and local policies and will be finalized by the LWDB Executive Director and Chief Elected Official. Offerors are expected to adhere to the spending milestones and budget restrictions outlined in the agreement. 1<sup>st</sup> Quarter Adult PY must not be exceeded.
- **Transitioning** - The Sub-recipient will be required to continue to provide services to customers that are transitioned from the previous Sub-recipient that is providing the services included in this proposal. The new Sub-recipient must ensure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these “transitioned” or “inherited” customers must be factored into the costs that are included in the budgets for this proposal.
- **Reporting** - The Sub-recipient agrees to provide certain reports to the Board relating to the expenditures or performance of work under this contract. The Sub-recipient specifically agrees to provide a monthly determination of expenditures classified so that the LWDB can readily and accurately determine cost categories. The Sub-recipient agrees to provide reports to the LWDB, and/or Local Elected Officials regarding such items as the contract expenditures, expenditures compared to the budget, current progress toward meeting performance measures, audit reports, monitoring reports, participant counts and other reports that are determined to be necessary.

Items that may be required to be reported to LWDB on a monthly basis are:

- Number of Participants beginning education/training activities
- The types of services that were provided
- The costs of those services
- Number of Participants completing education/training activities
- Number of Participants completing education/training activities that received a credential
- Identify the types and number of credentials earned by type
- Number of Participants who completed education/training and entered unsubsidized employment
- Number of Participants who entered unsubsidized employment after training and are employment in the first and fourth quarter following the initial placement
- Number of Participants by county and expenditures

The chart shown below represents the suggested WIOA Title I-B staffing structure and positions in the ARIZONA@WORK Job Centers and/or County of the LWDA. The Sub-recipient chosen through this RFP will be expected to provide Title I services in each of these centers however has the flexibility to propose different staffing models/levels including the flexibility

to modify service delivery including utilizing staff that is focused on the delivery of either Adult and Dislocated Worker services or Youth Services.

Service provider will not exceed \$215,000 in salaries and ERE's.

**LOCATIONS OF WORKFORCE CENTERS AND CURRENT DELIVERY METHODS**

<b>COUNTY/CENTER(S)</b>	<b>DELIVERY SYSTEM</b>	<b>CURRENT STAFFING PROVIDED BY WIOA TITLE PROGRAM FUNDS</b>
<b>Gila County</b> Globe, Payson	(2) Affiliate Centers delivering Career Services and Individualized Services as needed and determined by customer flow	1.0 FT staff to provide delivery of WIOA Title I-B services.
<b>Apache County</b> Mobile Job Center	(1) Mobile Job Center with (1) additional office used as a “home-base” for staff	1.0 FT staff to provide delivery of WIOA Title I-B services.
<b>Navajo County</b> <del>Show Low</del> Pinetop- Lakeside, Winslow; Hotbrook	(1) Comprehensive Center delivering integrated services with other One-Stop Partners and (1) Affiliate Center delivering Career Services and Individualized Services as needed and determined by customer flow + Community College Satellite with a staff whose salary is shared with the community college	1.0 FT staff to provide delivery of WIOA Title I-B services + .5 FT staff to provide delivery of WIOA Title I-B services and College Academic Advising services.

**AVAILABILITY OF FUNDS**

Navajo County and the LWDB anticipate allocating approximately \$186,750 in Adult funding, \$41,500 in Dislocated Worker funding, and \$186,750 in Youth funding for this contract. Funding during the contract term is subject to change based on WIOA funding levels received by the County.

Please note that the LWDB is and will remain the responsible party for the Infrastructure Funding Agreement (IFA) for the Job Centers in the local area. The LWDB currently pays all IFA costs allocated to Title I-B programming and will continue to pay those costs. The Title I-B Program staff will be provided with hoteling and permanent office/cubicle space as based on the needs of the job center/area served. This space is subject to change as such, occupancy costs should not be included in the budget attached to this proposal.

All contracts are subject to the availability of funds.

## INVOICE PROCESS

The LWDB will use a cost-reimbursement contract. The selected offeror will be reimbursed for allowable actual service delivery costs monthly after submittal and approval of payment vouchers as instructed in the contract. Offeror should plan for payments to be net 30, this could result in up to 60 days before expenditure is reimbursed.

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

The successful offeror shall create, collect, and maintain all records relating to Adult, Dislocated Worker, and Youth Programs 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 successful offeror is required to provide support for WIOA service providers, co-located and non-co-located partners to meet or exceed their goals.

## V. INSTRUCTIONS TO OFFERORS

### 1. DEFINITION OF KEY WORDS USED IN THE SOLICITATION:

For purposes of this solicitation and subsequent contract, the following definitions shall apply:

**County:** Navajo County, Arizona, in conjunction with the Northeastern Arizona Local Workforce Development Board.

**Contract:** The legal agreement executed between the County and the Consultant.

**Consultant/Sub-recipient:** The individual, partnership, or corporation who, as a result of the competitive solicitation process, is awarded a contract by the County.

**Contract Representative:** The County employee or employees who have specifically been designated to act as a contact person or persons to the Consultant and is responsible for monitoring and overseeing the Consultant's performance under this Contract.

**Evaluation Committee:** The committee established to formally evaluate the proposals according to the evaluation criteria listed herein.

**LWDB:** The Northeastern Arizona Local Workforce Development Board, in conjunction with Navajo County, Arizona.

**IFA:** Infrastructure Funding Agreement

**Procurement Manager:** The contracting authority for the County, authorized to sign addendums, contracts and amendments thereto on behalf of the County.

**May:** Indicates something that is not mandatory but permissible.

**Offeror:** The individual, partnership, or corporation who submits a proposal in response to a solicitation.

**Shall, Will, Must:** Indicates a mandatory requirement. Failure to meet these mandatory requirements, if they constitute a substantive requirement, may, at the County's sole discretion, result in the rejection of a 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.

**WIOA:** Workforce Innovation and Opportunity Act.

2. **PRE-SUBMITTAL CONFERENCE:** There is no pre-submittal conference scheduled for this work.
3. **INQUIRIES:** Any request for explanation of the meaning or interpretations of the Request for Proposals shall be submitted no later than **12:00 p.m. M.S.T. on May 14, 2025**. If the Department determines interpretations or explanations are warranted, the response will be issued as an addendum to the Request for Proposals and will be posted to the Navajo County website at: <https://www.navajocountyaz.gov/571/Procurement---Solicitations> by end of day **May 16, 2025**. Written request(s) shall be directed to the contact identified in the “Notice of Request for Proposals.” An offeror shall not contact or ask questions of the department for whom the requirement is being procured. Oral interpretations or clarifications will be without legal effect.
4. **REQUEST FOR PROPOSALS ADDENDUMS:** It is the Offeror’s responsibility to obtain a copy of any addendum relevant to this Solicitation. Navajo County takes no responsibility for informing recipients of changes to the original solicitation document. Addendums can be obtained by calling (928) 524-4100 or checking the website at: <https://www.navajocountyaz.gov/571/Procurement---Solicitations>.
5. **FAMILIARIZATION OF SCOPE OF WORK:** Before submitting a Proposal, each Offeror shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting contract performance. All prospective offerors must adhere to the applicable Office of Management and Budget (OMB) circulars and any applicable LWDB policies and regulations. The Offeror shall be responsible for fully understanding the requirements of the subsequent Contract and otherwise satisfy itself as to the expense and difficulties accompanying the fulfillment of contract requirements. 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 subsequent Contract, for lack of such familiarization.
6. **PREPARATION OF PROPOSALS:**
  - A. All submittals shall be on the forms provided in this Request for Proposals package. It is permissible to copy these forms as required. For responses where a designated form has not been provided, submissions should be typed and should be submitted on 8 ½ by 11-inch plain white paper in 12-point Times New Roman font with 1-inch margins. Double-sided submissions are acceptable. Facsimiles or electronic mail proposals shall not be considered.
  - B. At a minimum, your proposal should include the signed Offer form, acknowledgement of any solicitation addendums and your response to all evaluation criteria.
  - C. The Offer page shall be signed by a person authorized to submit an offer. An authorized signature on the Offer Page, proposal checklist, or cover letter accompanying the submittal documents shall constitute an irrevocable offer to sell the good and/or service specified herein. Offeror shall submit any additional

requested documentation, signifying intent to be bound by the terms of the agreement.

- D. The authorized person signing the submittal should initial erasure, interlineations or other modifications on the submittal.
  - E. It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may be unclear, faulty, unnecessary, or inhibit competition, and to check all responses for accuracy before submitting a response. Negligence in preparing a submittal confers no right of withdrawal after due date and time.
  - F. The County shall not reimburse the cost of developing, presenting, submitting or providing any response to this solicitation.
  - G. Offeror must list any Subconsultants to be utilized in the performance of the services specified herein. For each Subconsultant, details on respective qualifications must be included.
7. **SUBMITTAL FORMAT: An original and 2 copies (3 total)** should be submitted on the forms and in the format specified in the solicitation. The original copy of the proposal should be clearly labeled "Original", single-sided and unbound. The material should be in sequence and related to the solicitation. **The sections of the submittal should be tabbed and clearly identifiable.** Offerors should also submit one electronic copy of the proposal on a jump drive in pdf format. Any confidential information shall be submitted in a separate file. Failure to include the requested information may have a negative impact on the evaluation of the offeror's proposal.

The County will not provide any reimbursement for the cost of developing or presenting the submittals in response to this solicitation. Failure to include any requested information may have a negative impact on the evaluation and/or may result in the rejection of the offeror's submittal.

8. **EXCEPTIONS TO CONTRACT PROVISIONS:** A response to any Request for Proposals (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 work 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. These should be identified and submitted with the RFP response. The provisions of the RFP cannot be modified without the express written approval of the Procurement Manager or his/her designee. Exceptions will be addressed during contract negotiations.
9. **PUBLIC RECORD:** All proposals submitted in response to this Request for Proposals shall become the property of the County and shall become a matter of public record available for review subsequent to the award notification.
10. **CONFIDENTIAL INFORMATION:** Navajo County is obligated to abide by all public Information laws. If an Offeror believes that any portion of a submittal, offer, specification, protest or correspondence contains information that should be withheld, a statement advising the Contract Officer of this fact should accompany the submission

and the information shall be so identified wherever it appears. The County shall review all requests for confidentiality and may provide a written determination to designate specified documents confidential or the request may be denied. If the confidential request is denied, such information shall be disclosed as public information, unless the offeror submits a formal written objection.

11. **CERTIFICATION:** By signature on the Offer page, proposal checklist, or cover letter accompanying the submittal documents, Offeror certifies:
  - A. The submission of the offer did not involve collusion or other anti-competitive practices.
  - B. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal or State law.
  - C. The Offeror has not given, offered to give, nor intends to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, meal or service to a public servant in connection with the submitted offer.
  - D. The Offeror hereby certifies that the individual signing the submittal is an authorized agent for the Offeror and has the authority to bind the Offeror to the Contract.
  
12. **WHERE TO SUBMIT PROPOSALS:** In order to be considered, the Offeror must complete and submit its proposal to Navajo County Board of Supervisors at the location indicated, prior to or at the exact date and time indicated on the Notice of Request for Proposals. The Offeror's submittal shall be submitted in a sealed envelope. The words "SEALED SUBMITTAL" with the REQUEST FOR PROPOSALS TITLE, REQUEST FOR QUALIFICATIONS NUMBER, SUBMITTAL DUE DATE AND TIME and OFFEROR'S NAME AND ADDRESS shall be written on the envelope.
  
13. **LATE SUBMITTALS:** Late submittals will be rejected.
  
14. **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 submittal due date and time.
  
15. **WITHDRAWAL OF SUBMITTAL:** At any time prior to the specified solicitation due date and time, an offeror may formally withdraw the submittal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
  
16. **CONTRACT NEGOTIATIONS:** At the completion of the evaluation process, the County may enter into negotiations with the top ranked Offeror to determine fees, and to negotiate any other portion of the Contract deemed by the County to be necessary. In the event that the County is not able to negotiate successfully with the top ranked Offeror, the County shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that the County is not able to negotiate successfully with the next ranked Offeror, the County shall cease negotiations with that Offeror and either begin

negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to the County

17. **AWARD OF CONTRACT:** Notwithstanding any other provision of the Request for Proposals, the County reserves the right to:
  - (1) waive any immaterial defect or informality; or
  - (2) reject any or all proposals, or portions thereof; or
  - (3) reissue the Request for Proposals.

A response to this solicitation is an offer to enter into negotiations and contract with the County based upon the terms, conditions, and specifications contained in the County's solicitation. Submittals do not become contracts unless and until they are approved by the LWDB and executed by the County's Board of Supervisors. All of the terms and conditions of the solicitation shall be incorporated in the Contract, unless any of the terms and conditions are modified by a solicitation addendum, a contract amendment, or by mutually agreed terms and conditions in the final contract documents

18. **SUBMITTAL RESULTS:** Submittal results will not be available for public inspection until after a contract is awarded.
19. **PROTESTS:** A protest shall be in writing and shall be filed with the Procurement Manager. A protest of a Proposal shall be received at the Department of Procurement not less than five (5) working days before the Request for Proposal due date. A protest of a proposed award or of an award shall be filed within ten (10) days after issuance of notification of award or issuance of a notice of intent to award, as applicable. A protest shall include:
  - A. The name, address, and telephone number of the protestant;
  - B. The signature of the protestant or its representative;
  - C. Identification of the Request for Proposal 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.

## VI. SELECTION PROCESS

1. This is a **One-Step – Request for Proposal (RFP) process**. A qualified committee will evaluate the Proposal's submitted and determine the offeror(s) most qualified to enter into negotiations for a contract.
2. **Shortlist:** The County reserves the right to shortlist the offerors on the stated criteria. However, the County may determine that shortlisting is not necessary.
3. **Interviews:** The County reserves the right to conduct interviews with some or all of the offerors at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The County shall not reimburse the offeror for the costs associated with the interview process.
4. **Additional Investigations:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a proposal.
5. **Prior Experience:** Experiences with the County and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

## VII. REQUEST FOR PROPOSAL (RFP) SUBMITTAL FORMAT AND EVALUATION CRITERIA

All submittals shall include any and all forms provided in this solicitation package. It is permissible to copy these forms as required. The offer form shall be submitted with a signature by the person authorized to sign the submittal. Erasures, interlineations, or other modifications in the submittal should be initialed by the person authorized to sign the submittal. Periods of time, stated as a number of days, shall be in consecutive calendar days. It is the responsibility of all offerors to examine the entire solicitation package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before sending in a submittal. Negligence in preparing a submittal confers no right of withdrawal after due date and time.

1. **SUBMITTAL FORMAT:** Submittal for the projects shall be limited to the items listed below. Firms are advised to follow guidelines and submit only the requested information:

PART	FORMAT CONTENT	MAXIMUM POINTS	TOTAL NUMBER OF PAGES
Part A	Executive Summary		1
Part B	Evaluation Criteria: 1. Implementation 2. Organizational Background and Capacity 3. Past Performance History 4. Budget	50 15 15 20	<del>10</del> 15
Part C	Attachments (Required but shall not count toward page limit) 1. Key Personnel Resumes Only: Identified in the proposal (each resume should not exceed 2 pages each) 2. Organizational Chart		
Part D	Proposal Checklist (Attachment A – 1 page) Debarment Certification (Attachment B – 2 pages) Non-Collusion Affidavit (Attachment C – 1 page) Byrd Anti-Lobbying Certification (Attachment D – 1 page) Offer Page (Attachment E – 1 page) Statement of Assurances (Attachment F – 1 page)		1 2 1 1 1 1
	<b>TOTALS</b>	<b>100</b>	<del>18</del> 23

2. **EVALUATION CRITERIA:** The proposal will be reviewed and scored based on the responses to the information requested. Follow the format and number responses to each category and subcategory exactly as they are listed below:

**PART A – Executive Summary**

A letter introducing the consulting firm and expressing interest in the project. Please address your experience regarding the Minimum Qualifications in Section III.

**PART B – Evaluation Criteria**

**1. Implementation (Maximum 50 Points)**

- a. Describe how you plan to perform those services listed in the Scope of Work (20 points).
- b. Describe how you will staff and include assessment of current participant caseloads and immediate training needs (20 points).
- c. Describe your ability to immediately begin providing the services beginning July 1, 2025 (10 points).

**2. Organizational Background and Capacity (Maximum 15 Points)**

- a. Describe your organization and detail why your organization is in the best position to deliver the requested services (4 points)
- b. Describe how your organization’s goals align with those of the WIOA workforce system (3 points).
- c. What experience do you have in working with WIOA partners or within the WIOA system (5 points)?
- d. Describe the makeup of your group (individual, public, private, nonprofit, or consortium of entities): 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 key personnel (2 point)?
- e. Provide a description of the financial management capabilities of your organization (1 point).

**3. Past Performance History (Maximum 15 Points)**

- a. Provide examples of relevant experience providing similar services (5 points).
- b. Describe past experience, if any, with the one-stop service delivery model under WIOA (or similar programs) (5 points).
- c. Provide performance data for any WIOA program services provided during the most recent two program years (3 points).
- d. Provide three references with which your organization has worked within the last five years. Include: Name of the 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. Offeror’s references will be checked prior to award recommendation. Substantial negative feedback may be reason for vendor’s bid to be deemed not responsible therefore rejected from further evaluation or award (2 points).

**4. Budget (Maximum 20 Points)**

- a. Provide a budget clearly outlining the funds needed (budget limitation of \$415,000) (6 points).
  - b. Include a budget narrative that describes the funds' purpose in performing the requested services. Include job descriptions and estimated hours per week for any staff positions (6 points).
  - c. In-kind contributions, if any, should be on the budget and described in the budget narrative (3 points).
  - d. All budget line items should be necessary, allowable, and reasonable (5 points).
3. **ADDITIONAL INVESTIGATIONS:** The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any offeror submitting a response.

## VIII. SPECIAL TERMS AND CONDITIONS

1. **PROJECT AWARD:** At the completion of the evaluation process, Navajo County may enter into negotiations with the top ranked Offeror to determine payment terms, and to negotiate any other portion of the Contract deemed necessary. In the event that Navajo County is not able to negotiate successfully with the top ranked Offeror, the County shall cease negotiations with that Offeror and either begin negotiations with the next ranked Offeror or may choose to cancel the solicitation in its entirety. In the event that Navajo County is not able to negotiate successfully with the next ranked Offeror, the County shall cease negotiations with that Offeror and either begin negotiations with the third ranked Offeror or may choose to cancel the solicitation in its entirety. Award shall be made to the Offeror whose submittal and subsequent negotiation is most advantageous to Navajo County.

The County shall not reimburse consultants for the cost of proposal preparation. The consultant shall not begin any work prior to receipt of Notice to Proceed

2. **INSURANCE:** The Consultant agrees to:
- A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this contract. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage in any policy.
  - B. The Commercial General Liability Insurance and Commercial Automobile Liability Insurance policies will include the County as an additional insured with respect to liability arising out of the performance of this contract. Such additional insured shall be covered to the full limits of liability purchased by the Consultant, even if those limits of liability are in excess of those required by this Contract. The Consultant agrees that the insurance hereunder will

be primary and that any insurance carried by the County will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

COVERAGE	LIMITS OF LIABILITY
<b>I. Commercial General Liability:</b>	
Policy shall include Bodily Injury, Property Damage, Personal Injury and Broad Form Contractual Liability	
Each Occurrence	\$1,000,000
General Aggregate Per Project	\$2,000,000
Products & Completed Operations Aggregate	\$2,000,000
Personal and Advertising Injury	\$1,000,000
Blanket Contractual Liability	\$1,000,000
<b>II. Commercial Automobile Liability</b>	
Policy shall include Bodily Injury and Property Damage, for any owned, Hired, and/or Non-owned vehicles used in the operation, installation and maintenance of facilities under this agreement.	
Combined Single Limit	\$1,000,000
<b>III. Workers' Compensation (applicable to the State of Arizona) *</b>	
Per Occurrence	Statutory
Employer's Liability	\$1,000,000
Disease Each Employee	\$1,000,000
Disease Policy Limit	\$1,000,000
<b>IV. Professional Liability (Errors &amp; Omissions) - In addition to I, II, III</b>	
Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

\*<sup>1</sup> Sole Proprietor/Independent Consultant designation is given to those who desire to waive their rights for workers' compensation coverage and benefits as outlined in ARS§ 23-901 and specifically ARS § 23-961(0). If applicable, please request the Sole Proprietor/Independent Consultant form from the Contract Officer listed in the solicitation.

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

- (1) A waiver of subrogation endorsement in favor of Navajo County, for losses arising from work performed by or on behalf of the Consultant.
- (2) The insurance afforded the Consultant shall be primary insurance and that any insurance carried by Navajo County and its agents, officials or employees shall be excess and not contributory.
- (3) Coverage provided by the Consultant shall not be limited to the liability assumed under the indemnification provisions of this Contract.

E. **NOTICE OF COVERAGE MODIFICATIONS:** Any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to Navajo County. Such notice shall be sent directly to the Department of Procurement.

- F. **ACCEPTABILITY OF INSURERS:** Consultants insurance shall have an "A.M. Best" rating of not less than A- VII. Navajo County in no way warrants that the required minimum insurer rating is sufficient to protect the Consultant from potential insurer insolvency.
- G. **VERIFICATION OF COVERAGE:** Consultant shall furnish Navajo County with certificates of insurance (ACORD form or equivalent approved by Navajo County) as required by this Contract. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements are to be received and approved by Navajo County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work and remain in effect for the duration of the contract and two (2) years after completion. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal upon the County's request, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the Department of Procurement.

Navajo County project/contract number and project description shall be noted on the certificate of insurance. Navajo County reserves the right to require complete copies of all insurance policies required by this Contract at any time.

- H. **SUBCONSULTANTS:** Consultants' certificate(s) shall include all Subconsultants as insureds under its policies **or** Consultant shall furnish to Navajo County separate certificates and endorsements for each Subconsultant. All coverages for Subconsultants shall be subject to the minimum requirements identified above.
  - I. **EXCEPTIONS:** In the event the Consultant or Subconsultant(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self- Insurance
  - J. **PROFESSIONAL LIABILITY** insurance carried by the consultant must cover all elements of the project including professional services performed by Subconsultants. If the consultant's professional liability insurance does not provide coverage for work performed by Subconsultants, separate project insurance will be required to comply with the professional liability insurance requirement. The County may require a copy of the professional liability insurance policy to verify coverage.
3. **CONTRACT TERM AND RENEWAL:** The term of this contract shall commence upon July 1, 2025 and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. Upon mutual agreement, this contract may be renewed up to (4) additional one-year terms or portions thereof. In the event that the parties exercise 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 price and minor scope additions and/or deletions.

4. **RATE ADJUSTMENT:** The County will review fully documented requests for rate adjustment after any contract has been in effect for one (1) year. Any rate adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The County will determine whether the requested rate adjustment or an alternate option, is in the best interest of the County. Any rate adjustment will be effective upon the effective date of the contract extension.
5. **COOPERATIVE PURCHASING:** Navajo County has entered into various cooperative purchasing agreements with other Arizona government entities, including the Strategic Alliance for Volume Expenditures (“SAVE”) cooperative. This Contract may be extended for use by other municipalities, counties, school districts, and government agencies in the State of Arizona (“entities”). Any such usage by other entities must be in accordance with the statutes, codes, ordinances, charter and/or procurement rules and regulations of the respective entities. Orders placed or services received by the other entities and payment thereof will be the sole responsibility of that entity. Navajo County shall not be responsible for the contract or any disputes arising out of the transactions made by another entity.
6. **KEY PERSONNEL:** It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The County encourages the Consultant to hire or subcontract if necessary, in order to provide the best personnel. The Consultant must agree to assign specific individuals to the key positions.

The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant 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.

7. **INVOICING:** The County will pay the Consultant following the submission of an itemized invoice(s). Each itemized invoice must be authorized by a County representative confirming the services for which payment is requested. The invoice shall be submitted based upon work completed and direct costs incurred. Upon completion of the project to the satisfaction of the County and acceptance of the work, final payment shall be made. 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**.
8. **SMALL AND MINORITY BUSINESSES, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS:** Consultant must take affirmative steps in contracting with small and minority businesses, women's business enterprises, and labor surplus

area firms as required in 2 CFR 200.321. A signed offer in response to this RFP represents the offerors intent to comply with 2 CFR 200.321.

9. **LIMITATIONS:**

- The LWDB reserves the right to award a contract for any services solicited via this RFP in any quantity the LWDB determines is in its best interest.
- The LWDB may award more or fewer dollars to any budget proposal, unless the bidder qualifies its proposal by specific limitations. All awards are contingent upon fund availability.
- No employee, officer, or agent of the LWDB shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.
- A contract with the selected offeror may be withheld, at the LWDB's sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The LWDB may withdraw award of a contract if the resolution is not satisfactory to the LWDB.

10. **EQUAL OPPORTUNITY STATEMENT:** Navajo County is an Equal Opportunity Employer and operates equal opportunity programs and encourages competition at all levels. Any interested and qualified offeror is encouraged to submit a bid.

## IX. STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Consultant shall not advertise or publish information concerning this Contract without prior written consent of the County's Procurement Manager.
2. **ADVICE AND CONSULTATION:** The Consultant shall be available to the County for advice and consultation on the interpretation of the plans and specifications on questions which may arise during the course of this Contract.
3. **AFFIRMATIVE ACTION:** Firm, your sub Firm(s) and supplier(s) agree to adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, promote and upgrade the position of employees regardless of race, color, religion, ancestry, sex, age, disability, national origin, sexual orientation, gender identity, familial status, or marital status.

Specifically, the Consultant agrees to submit the following reports to the County's Office of Equal Opportunity Programs before contract award:

Part A. Employment Information Report

Part B. Equal Employment Opportunity/Affirmative Action Policy Plan;

Part C. Employer Equal Employment Opportunity (EEO) Workforce Profile All such

reports on file with the Equal Employment Opportunity Office will be updated at least annually. The Equal Employment Opportunity Office may for good cause recommend to the County's Procurement Manager that failure to comply with the requirements of this

subsection be waived and that the submittal be accepted contingent upon receipt of the required reports before a notice to proceed is issued

4. **AMERICANS WITH DISABILITIES ACT:** The Consultant shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
5. **APPLICABLE LAW:** This Contract shall be governed, and the County and Consultant shall have all remedies afforded to each, by the Navajo County Procurement Policy and the law of the State of Arizona. State law claims shall be brought only in Navajo County Superior Court. Federal law claims shall be brought only in Federal courts in the State of Arizona.
6. **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, if both parties agree, disputes may be resolved through arbitration. The dispute shall be resolved as provided for in A.R.S. Sec. 12-1501, et seq. Consultant shall continue to render the services required by this Contract without interruption, notwithstanding the provisions of this section.
7. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Consultant without prior written permission of the County, and no delegation of any duty of the Consultant shall be made without prior written permission of the County's Procurement Manager. The County shall not unreasonably withhold approval and shall notify the Consultant of the County's position by written notice.
8. **CHILD/SWEAT-FREE LABOR POLICY:** The Consultant shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any Subconsultant involved in the provision of goods to the County, are in compliance.
9. **CLEAN UP:** The Consultant shall at all times keep the contract area, including storage areas used by the Consultant, 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 Consultant shall leave the work and premises in clean, neat and workmanlike condition.
10. **COMMENCEMENT OF WORK:** The Consultant is cautioned not to commence any billable work or provide any material or service under this Contract until Consultant receives purchase order or is otherwise directed to do so, in writing, by the County.
11. **CONFIDENTIALITY OF RECORDS:** The Consultant 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. Information pertaining to individual persons shall not be divulged other than to employees or officers of Consultant as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the County.

12. **CONFLICT OF INTEREST:** Subconsultants who design and/or develop specifications for materials for this project will be precluded from contract award for that item if a solicitation is issued for the item.
13. **CONTRACT AMENDMENTS:** The Procurement Department has the sole authority to:
  - A. Amend the contract or enter into supplemental verbal or written agreements;
  - B. Grant time extensions or contract renewals;
  - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Consultant and may not be eligible for payment by the County.

14. **CONTRACT:** The Contract shall be based upon the Request for Proposals issued by the County and the Offer submitted by the Consultant in response to the Request for Proposals. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposals. The County reserves the right to clarify any contractual terms with the concurrence of the Consultant; however, any substantial non-conformity in the offer, as determined by the County's Procurement Manager, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between Navajo County and the Consultant relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.
15. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Consultant shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
16. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the County, the Consultant shall ensure that, whenever practicable, all printed materials produced by the Consultant in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.

17. **EQUAL EMPLOYMENT OPPORTUNITY:** The following Equal Opportunity Clause set forth in Section 202; Executive Order No. 11246 shall be made a part of this Contract.

During the performance of this Contract, the Consultant agrees as follows:

- A. The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, or disability. The Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, creed, color, national origin, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- B. The Consultant will, in all solicitations or advertisements for employees placed by or in behalf of the Consultant, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, national origin, or disability.
- C. The Consultant will send to each labor union or representatives of workers, with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Consultant's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965 and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- D. The Consultant will comply with all provisions of Executive Order No. 11246 of September 24, 1965 and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Consultant will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965 and by the rules, and regulations, and order of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Consultant's noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Consultant may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order No. 11246 of

September 24, 1965 and such other actions may be imposed and remedies involved as provided in Executive Order No. 11246 of September 24, 1965 or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

- G. The Consultant will include the provisions of Paragraph a. through g. in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965 so that such actions with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event the Consultant becomes involved in, or is threatened with, litigation with a subconsultant or vendor as a result of such direction by the contracting agency, the Consultant may request the United States to enter such litigation to protect the interests of the United States.
18. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of Navajo County and shall not be used or released by the Consultant or any other person except with prior written permission by the County.
19. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Consultant warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all Subconsultants under this Contract. Consultant acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The County retains the legal right to audit the records of the Consultant and inspect the papers of any employee who works for the Consultant to ensure compliance with this warranty and the Consultant shall assist in any such audit. The Consultant shall include the requirements of this paragraph in each contract with Subconsultants under this Contract.

If the Consultant or Subconsultant warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A), the Consultant or Subconsultant shall be deemed to be in compliance with this provision. The County may request proof of such compliance at any time during the term of this Contract by the Consultant and any Subconsultant.

20. **FORCE MAJEURE:** Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of Force Majeure. The term "Force Majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Force Majeure shall not include late performance by a Subconsultant unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

If either party is delayed at any time in the progress of the work by Force Majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

21. **GRATUITIES:** The County may, by written notice to the Consultant, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Consultant or any agent or representative of the Consultant, 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 terminated 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 Consultant the amount of the gratuity.
22. **INDEMNIFICATION:** To the fullest extent permitted by law, Consultant, its successors, assigns and guarantors, shall pay, defend, indemnify and hold harmless Navajo County, its agents, representatives, officers, directors, officials and employees from and against all allegations, demands, proceedings, suits, actions, claims, damages, losses, expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, related to, arising from or out of or resulting from any actions, acts, errors, mistakes or omissions caused in whole or part by Consultant relating to work or services in the performance of this Contract, but only to the extent caused by negligence, recklessness or intentional wrongful conduct including but not limited to, any Subconsultant or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable and any injury or damages claimed by any of Consultant's and Subconsultant's employees, provided, however, that this duty to indemnify, hold harmless and defend shall not include losses, damages, claims, liabilities, costs and expenses to the extent arising from the acts or omissions of the County. If Consultant or any of Consultant's employees are certified to receive a premium tax credit or cost sharing reduction which triggers a §4980H (a) or (b) penalty against the County, the Consultant shall indemnify the County from and shall pay any assessed tax penalty.
23. **HUMAN RELATIONS:** Consultant agrees to abide by the provisions of the Navajo County Procurement Code relating to provisions against discrimination required in all County contracts.
24. **INDEPENDENT CONSULTANT:** It is 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.

The Consultant shall not be entitled to compensation in the form of salaries, holidays, paid vacation, sick days, or pension contributions by the County will not provide any insurance coverage to the Consultant, including Worker's Compensation coverage. The Consultant is advised that taxes, social security payments, and other withholdings shall not be withheld from a County payment issued under this Contract and that Consultant should make arrangements to directly pay such expenses. Consultant is responsible for compliance with the Affordable Care Act for Consultant and any of Consultant's employees.

25. **INSPECTION AND 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 the Consultant's risk and may be returned to the Consultant. If returned, all costs are the responsibility of the Consultant. Noncompliance may be deemed a cause for possible Contract termination.
26. **INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be 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 the Contract. Acceptance or consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.
27. **PROHIBITION OF BOYCOTT OF ISRAEL:** Consultant certifies that neither it nor its Subconsultants are currently or will be engaged in, for the duration of this Contract engage in, a boycott of Israel as defined by A.R.S. § 35-393 et seq. Violation of this certification may result in an action by the County up to and including termination of the Contract.
28. **WRITTEN CERTIFICATION PURSUANT TO A.R.S. §35-394:** Pursuant to A.R.S. § 35-394, Consultant certifies that it is not currently using, and agrees for the duration of this Agreement to 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 Consultants, Subconsultants, or suppliers that use the forced labor of ethnic Uyghurs in the People's Republic of China. The Subrecipient further acknowledges and agrees that (1) if the Subrecipient becomes aware during the term of this Agreement that it is not in compliance with this certification that the Subrecipient will notify the County within five (5) business days after becoming aware of the noncompliance; and (2) if the Subrecipient does not provide the County with a written certification that the Subrecipient has remedied the noncompliance within one hundred eighty (180) after giving notice thereof, the same shall constitute a material breach of this Agreement, which shall then terminate automatically, except that if the Agreement termination date occurs before the end of

the remedy period, this Agreement terminates on the Agreement's termination date. The County retains the legal right to inspect the records of the Consultant and all Subconsultants to ensure compliance with this certification for the duration of this Agreement.

29. **LICENSES:** Consultant shall maintain in current status all Federal, State, and local licenses and permits required for the operation of the business conducted by the Consultant as applicable to this Contract.
30. **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. Security interest shall extinguish upon full payment made by the County. Upon the County's request, the Consultant shall provide a formal release of all liens.
31. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.
32. **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 Navajo County. The County reserves the right to obtain like goods or services from another source when necessary.
33. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The County maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Consultant hereby assigns to the County any and all claims for such overcharges as to the materials or services used to fulfill the Contract.
34. **PATENT INFRINGEMENT:** The Consultant and the surety shall defend any suit or proceeding brought against the procuring agency, during the prosecution or after the completion of the work, based on a claim that manufacture, sale, or use of any method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, furnished or used under this Contract constitutes an infringement of any patent, trademark or copyright and the Consultant shall pay all damages and costs awarded therein, against the procuring agency and any affected third party or political subdivision. If manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or any part thereof, is in such suit held to constitute infringement and if manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, is enjoined, the Consultant shall, at its own expense, either procure for the procuring agency the right to continue manufacture, sale, or use of said method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part thereof, or replace same with non-infringing method, process, machine, technique, design, living thing, genetic material, or composition of matter, or part, or modify It so it becomes non-infringing.

If appropriate, the Consultant shall furnish the County Contract Representative satisfactory evidence of patent licenses or patent releases covering County-specified proprietary materials, equipment, devices or processes, as the case may be.

35. **PAYMENT:** The County will issue a Purchase Order and, in some cases, either provide a credit card for payment at the time of ordering or pay subsequent invoices by credit card upon receipt of goods or services in good order. However, not all County employees will possess a credit card and, therefore, the County reserves the right to make payment by check as it deems necessary.

Unless payment is made by credit card at time of order or point of sale, a separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

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.

The Consultant's payment terms shall apply to all purchases and to all payment methods.

36. **PROTECTION OF GOVERNMENT PROPERTY:** The Consultant shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on County property. If the Consultant fails to do so and damages such property, the Consultant shall replace or repair the damage at no expense to the County, as determined and approved by the County's Procurement Manager. If the Consultant fails or refuses to make such repair or replacement, the County will determine a cost and the Consultant shall be liable for the cost thereof, which may be deducted from the Contract price.

37. **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 be amended to make such insertion or correction.

38. **PUBLIC HEARINGS:** The Consultant shall upon request, attend any public hearing on matters related to the scope of professional services set forth in this Contract.

39. **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 the Consultant and/or any Subconsultants. Said audit shall be limited to this Contract.

Consultant shall maintain all pertinent files, records, and documents which relate to the

delivery of the services provided in this Contract. Supporting documents, files, and records shall be retained by Consultant for at least five (5) years after the termination of this Contract.

40. **RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, 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 the other party's intent not to perform and as a cause for possible Contract termination.
41. **RIGHT TO INSPECT:** The County may, at reasonable times, and at the County's expense, inspect the place of business of a Consultant or Subconsultant which is related to the performance of any Contract as awarded or to be awarded.
42. **RIGHTS AND REMEDIES:** No provision in this document or in the Consultant'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, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
43. **SEVERABILITY:** The provisions of this Contract are severable 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 valid provision or application.
44. **SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
45. **SUBCONTRACTS:** No subcontract shall be entered into by the Consultant with any other party to furnish any of the material/service specified herein without the advance written approval of the County's Procurement Manager. 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 Subconsultant were the Consultant referred to herein. The Consultant is responsible for contract performance whether or not Subconsultants are used.
46. **SUBSEQUENT EMPLOYMENT:** The County may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 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 Consultant to, any other

party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the County's Procurement Manager is received by the parties to this Contract, unless the notice specifies a later time.

**47. SUSPENSION OF WORK:**

- A. The County may order the Consultant, in writing, to suspend, delay, or interrupt all or any part of the work under this Contract for the period of time that the County determines appropriate for the convenience of the County.
- B. The Consultant agrees that no charges or claims for damages shall be made against the County for any delays or hindrances during the progress of this Contract. Such delays or hindrances, if any will be covered by an extension of time for such reasonable period as mutually agreed upon between the parties. It is agreed and understood, however, that permission to proceed with the Contract after the established completion date, shall not be construed as a waiver by the County of any of the rights herein.

**48. 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. 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 terminate the whole or any part of this Contract due to the failure of the Consultant to carry out any term or condition of the Contract. The County will issue a written ten (10) day notice of default to the Consultant for acting or failing to act as specified in any of the following:

In the opinion of the County, the Consultant provides personnel that do not meet the requirements of the Contract;

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

In the opinion of the County, the Consultant attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Consultant fails to furnish the required service and/or product within the time stipulated in the Contract;

In the opinion of the County, the Consultant fails to make progress in the performance of the requirements of the Contract;

The Consultant gives the County a positive indication that the Consultant will not or

cannot perform to the requirements of the Contract.

Each payment obligation of the County created by this Contract is conditioned upon the availability of County, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the County and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the County at the end of the period for which funds are available. The County will endeavor to notify the Consultant in the event that continued service will or may be affected by non-appropriation. 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.

49. **TIME RECORDS:** The Consultant shall maintain complete, current and daily records covering all hours actually worked on this project by the various classes of workers. The County shall have the right to audit and/or examine such records at any time during the progress of this Contract and shall withhold payment if such documentation is found by the County to be incomplete or erroneous.
50. **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.
51. **WARRANTIES:** Consultant 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 Consultant or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

## **X. CONTRACT PROVISIONS FOR FEDERALLY FUNDED PROJECTS**

1. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). All prime construction contracts in excess of \$2,000 must be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors are required to pay wages not less than once a week. The decision to award a contract or subcontract is conditioned upon the acceptance of the wage determination. The County will report all suspected or reported violations to the Federal awarding agency.
2. Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The County will report all suspected or reported violations to the Federal awarding agency.
3. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all federally funded contracts in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
4. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401,

“Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

5. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations will be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required **Appendix C**. 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 award. Such disclosures are forwarded from tier to tier up to the non-Federal award



# ATTACHMENT B – DEBARMENT CERTIFICATION

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## CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS PRIMARY COVERED TRANSACTIONS

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This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 13 CFR Part 145. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211). Copies of the regulations are available from local offices of the U.S. Small Business Administration.

### (BEFORE COMPLETING CERTIFICATION, READ INSTRUCTION ON NEXT PAGE)

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

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Business Name

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Date

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Name of Authorized Representative

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Title of Authorized Representative

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**Signature of Authorized Representative**

## INSTRUCTIONS FOR CERTIFICATION OF SBA FORM 1623 (10-88)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is submitted for assistance in obtaining a copy of those regulations (13 CFR Part 145).
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the ineligibility of its principals. Each participant may, but is not required to, check the Non-procurement List.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instruction, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may termination this transaction for cause or default.

# ATTACHMENT C - NON-COLLUSION AFFIDAVIT

STATE OF ARIZONA            )  
  )ss.  
COUNTY OF NAVAJO        )

**TO:   NAVAJO COUNTY:**

The undersigned, in submitting a proposal for the **WIOA Title I-B Adult Dislocated Worker and Youth Career Services Provider, RFP No. B25-04-015** to Navajo County, being first sworn, states that (s)he has not, either directly or indirectly, entered into any action in restraint of free competitive bidding in connection with this Contract.

\_\_\_\_\_  
Signature Of Offeror

\_\_\_\_\_  
Printed/Typed Name of Offeror

\_\_\_\_\_  
Title/Position of Offeror

\_\_\_\_\_  
Business Name

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Business Address)

# ATTACHMENT D – BYRD ANTI-LOBBYING CERTIFICATION

*(To be submitted with each bid or offer exceeding \$100,000)*

The undersigned, \_\_\_\_\_ of \_\_\_\_\_ (the “Company”) hereby certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Company certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Consultant understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

\_\_\_\_\_  
**Signature of Company Authorized Official**

\_\_\_\_\_  
Name and Title of Company Authorized Official

\_\_\_\_\_  
Date

# ATTACHMENT E - OFFER AND ACCEPTANCE

## TO NAVAJO COUNTY:

The Undersigned hereby offers and shall furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and addendums in the Request for Proposals which is incorporated by reference as if fully set forth herein.

For clarification of this offer, contact:

_____ Company Name	_____ Name
_____ Address	_____ Phone
_____ City                      State                      Zip	_____ Email

### Signature of Person Authorized to Sign

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ACCEPTANCE OF OFFER

The offer is hereby accepted.

The Vendor is now bound to provide the materials or services listed in **WIOA Title I-B Adult, Dislocated Worker and Youth Career Services Provider, RFP No. B25-04-015** including all terms, conditions, specifications, addenda's, etc., and the Vendor's Offer as accepted by Navajo County.

The Vendor has been cautioned not to commence any billable work or to provide any material or service under this contract until Vendor receives this signed sheet, or written notice to proceed.

Awarded this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
**Navajo County Authorized Signature**

# ATTACHMENT F – STATEMENT OF ASSURANCES

The undersigned party acknowledges and assures that \_\_\_\_\_  
(*Provider Name*) 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 (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. 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.
- CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189)
- 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 consultant makes to carry out the WIOA Title I-financially assisted program or activity. The undersigned understands that the United States has the right to seek judicial enforcement of this assurance.

Name and Title of Authorized Representative

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title