

Northern Area Local  
**WORKFORCE  
DEVELOPMENT  
BOARD**



**REQUEST FOR PROPOSAL**

**FOR**

**FISCAL AGENT**

**RFP NUMBER 2020-002**

**ISSUE DATE: January 31, 2020**

**PROPOSAL DEADLINE: May 1, 2020**

**NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD**

**UNDER THE**

**WORKFORCE INNOVATION & OPPORTUNITY ACT**

Serving the Northern Area in the following 10 Counties Of:  
Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San  
Miguel, Santa Fe, Taos

## **PROPOSAL SUMMARY DATES**

**Issue Date: Request for Proposal Issue Date:** January 31, 2020

**Funding Period:** July 1, 2020 – June 30, 2021 (with three 1-year options to renew)

**Required Intent to Bid Submission:** March 2, 2020

**Required Bidder's Conference:** March 13, 2020 at 10:30 a.m. MST

**Deadline for submission of written questions:** April 10, 2020 at 4:00 p.m. MST

**Competitive Sealed Proposal Deadline:** May 1, 2020 at 4:00 p.m. MST

**Successful bidder notified:** Approximately June 15, 2020

**REQUEST FOR PROPOSAL**

**FOR**

**NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD**

**FISCAL AGENT**

***UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT***

***Date Issued:*** January 31, 2020

***Intent to Bid Required Action:*** Email: [procurementofficer@nalwdb.org](mailto:procurementofficer@nalwdb.org) bid, including contact information. Should be received no later than March 2, 2020. No Proposal will be accepted unless an intent to bid has been received by this date. Potential bidders may be e-mailed more detailed information, plus the question and answers, **when the Intent to Bid is received.**

**Bidders Conference**

Required action. A pre-proposal Bidder's Conference to provide assistance will be held on March 13, 2020 at 10:30 a.m. MST. At Northern Area Local Workforce Development Board. Attendance is required.

**Due Date**

Proposals must be RECEIVED no later than May 1, 2020 at 4:00 p.m. MST.

Deliver or mail proposals to Northern Area Local Workforce Development Board Attn: Dr. LeAnne Montoya at the address below:

525 Marquez Street, Santa Fe, New Mexico 87505 (Physical)

or

1000 Cordova Place PMB 810, Santa Fe, NM 87505 (Mailing)

NOTE: Submissions

by facsimile or e-mail are NOT acceptable and will NOT be considered.

**Scope of Services**

The successful bidder to this RFP will serve as the Fiscal Agent for the Northern Area Local Workforce Board. The successful bidder will enter into a contract agreement with Northern Area Local Workforce Development Board. The organization will receive and manage all formula WIOA funds for the Northern Area including but not limited to: Adult, Dislocated Worker, and Youth and other private, federal or state funds. The organization will provide services related to grants management, general accounting and financial services, oversight for fund integrity, annual fiscal monitoring of NALWDB contractors, and technical assistance. A specific scope of work with detailed duties will be negotiated with the successful bidder.

Direct grant draw downs, monitoring, reporting, fiscal reviews, and program operations are held to USDOL-ETA policies and procedures in addition to the guidance of WIOA. The NALWDB currently has one (1) such grant operating to serve dislocated workers. Grant staffing is contingent upon grant funds and may cover a percentage of current staffing or may be directed toward dedicated staffing to the grant requirements.

The Fiscal Agent will work closely with the SER-Jobs For Progress throughout the period of the contract who is currently identified as the NALWDB Program Provider.

The Fiscal Agent shall comply with all relevant federal and state confidentiality laws.

<b>Award Period</b>	July 1, 2020– June 30, 2021	Potential of (3) one-year extensions.
<b>Funds Available</b>	Projected funds for FY '20 <b>\$450,000</b>	(July 1, 2020-June 30, 2021) are
<b>Eligible Bidders</b>	Any public entity or private for-profit or non-profit entity that is eligible to operate within New Mexico.	
<b>Limitations</b>	This RFP does not commit the NALWDB to award a contract, or to pay  any costs incurred in the preparation of a proposal to this request. This  RFP may be modified with the approval of the Northern Area Local Workforce Development Board.	
<b>Questions</b>	Deadline for submission of written questions is April 10, 2020 at 4:00 p.m. MST. Questions should be submitted electronically to <a href="mailto:procurementofficer@nalwdb.org">procurementofficer@nalwdb.org</a> All questions should note "QUESTIONS" in the subject line. All questions will be answered by e-mail.	

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## **Section I – Introduction**

Northern Area Local Workforce Development Board (NALWDB), represented by the Officials (CEOs), has responsibility for the planning and oversight of workforce development services under Workforce Innovation & Opportunity Act in the ten (10) county Northern Area Local Workforce Development Board (Area). The Area is comprised of Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe and Taos counties.

The intent of WIOA Title I is to provide training opportunities for individuals that match the existing and future workforce needs of employers. The focus of service delivery is to provide eligible adults, dislocated workers and youth with access to career information, career assessment, career planning, and, as needed, training and other career preparation that will increase opportunities for employment. Employer services include assistance with identifying individuals to fill job openings, re-employment of laid-off workers, and provision of other services and information to help employers recruit, retain, and develop their workforce. The funding for the NALWDB and the services provided in its New Mexico Career Centers are from the U.S. Department of Labor, Employment and Training Administration.

Although the Board will not currently be providing the One-Stop Operator or Direct Services, the NALWDB may provide workshops, seminars, staff training and informational sessions at career center sites that are aimed at engaging the private sector and supporting the efforts of its contractors. The NALWDB will provide leadership, policy/guidance, professional development, technical assistance, monitoring, and any other activities to support the NALWDB contractors in achieving the policies and goals of the NALWDB.

The NALWDB's current One-Stop Operator is an entity that will coordinate the service delivery of participating One-Stop parents with a minimum of these required partners: Vocational Rehabilitation, Division of Blind Services, Family Literacy and all public Adult Education programs within the ten-county service area, Career and Technical Education, Community Services Block Grant, Senior Community Service Employment Program, and Youth Build.

Northern Area Local Workforce Development Board will maintain all proposals received in response to this RFP on file for at least three (3) years. Northern Area Local Workforce Development Board reserves the right to reopen the RFP at any time.

## **Section II - Role of the Fiscal Agent**

### **Role of the Fiscal Agent**

The selected organization will serve as the Fiscal Agent for WIOA Title I and other workforce development funds that are allocated to the local area. The Fiscal Agent shall be generally responsible for the acceptance and maintenance, disbursement, accounting, and reporting of WIOA Title I and other funding during the period of the contract. The Fiscal Agent duties and responsibilities shall be performed for the direct benefit of the NALWDB in the disbursement of funds and performed in accordance with, and governed by, applicable provisions of WIOA Title I and regulations, applicable Federal Office of Management and Budget (OMB) circulars and state policies and law. The Fiscal Agent disbursement of funds shall be performed in accordance with NALWDB policies and procedures. The NALWDB Executive Director has been identified and will fill a key role in approvals of funds disbursement and in the work with the Fiscal Agent regarding staffing for the Board.

The Fiscal Agent shall cooperate with and assist the NALWDB and Chief Elected Official (CEO) with their objectives for the Northern Area Local Workforce Development Board in conformity with WIOA Title I and regulations. The Fiscal Agent does not make decisions about who receives the money or who approves budgets. The Fiscal Agent manages accounts payable, receivables, reporting and performs fiscal monitoring annually of each NALWDB contractor. The Fiscal Agent disburses the funds at the direction of the NALWDB and its Executive Director, as long as those directives do not violate any provision of WIOA, OMB Circulars, 2 CFR Part 200, generally accepted accounting practices, or state law or policies. The NALWDB funds will pass through the Fiscal Agent. The Fiscal Agent requests cash (drawn down process) as needed from the Office of Career Development (OCD). The Fiscal Agent will provide administrative functions as required under WIOA Title I, regulations, and state and local policies and as directed by the NALWDB. The Fiscal Agent will also assist the NALWDB according to local financial policy and procedures and at the request of the Board and/or Executive Director.

In general, the Fiscal Agent is responsible for the following functions:

1. Receive funds;
2. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with OMB circulars, WIOA, corresponding Federal Regulations and State policies and requirements of funding sources, 2 CFR Part 200, as appropriate;
3. Respond to audit financial findings;
4. Maintain proper accounting records and adequate documentation;
5. Prepare financial reports; and
6. Provide technical assistance to contractors and vendors regarding fiscal and/or programmatic issues.

Additionally, at the direction of the NALWDB, the Fiscal Agent may have the following additional functions:

1. Procure contracts or obtain written agreements;
2. Conduct financial monitoring of service providers or program monitoring;
3. Ensure independent audit of all employment and training programs;
4. Inventory control and storage; records storage;
5. Provides staff support for the conducting of hearings or public forums to obtain input concerning community needs and proposed solutions; and
6. Provides clerical and other support to the NALWDB.

At the direction of the NALWDB, the Fiscal Agent may have additional administrative or program support functions.

Recognizing local organizations may often function simultaneously in a variety of roles, including Fiscal Agent, NALWDB staff, one-stop operator, and direct provider of career services or training services, any organization that has been elected or otherwise designated to perform more than one of these functions must develop a written agreement with the NALWDB and CLEO to clarify how the organization will carry out its responsibilities while demonstrating compliance with WIOA Title I and corresponding firewall regulations, relevant OMB circulars and the state's conflict of interest policy.

### **Section III – Scope of Work**

The successful bidder to this RFP will serve as the Fiscal Agent for the Northern Area Local Workforce Board. The successful bidder will enter into a contract agreement with Northern Area Local Workforce Development Board. The organization will receive and manage all formula WIOA funds for the Area including but not limited to: Adult, Dislocated Worker, and Youth and other private, federal or state funds. The organization will provide services related to grants management, general accounting and financial services, oversight for fund integrity, annual fiscal monitoring of NALWDB contractors, and technical assistance. A specific scope of work with detailed duties will be negotiated with the successful bidder.

Northern Area Local Workforce Development Board direct grant draw downs, monitoring, reporting, fiscal reviews, and program operations are held to USDOL-ETA policies and procedures in addition to the guidance of WIOA. The NALWDA currently has one (1) such grant operating to serve dislocated workers. Grant staffing is contingent upon grant funds and may cover a percentage of current staffing or may be directed toward dedicated staffing to the grant requirements.

The Fiscal Agent will work closely with the SER-Job for Progress throughout the period of the contract who is currently identified as the Provider.

The Fiscal Agent shall comply with all relevant federal and state confidentiality laws.

- 1. NALWDB Funds** The Fiscal Agent will manage all funds in compliance with the applicable state, federal, and NALWDB policy and any funding specific regulations including managing internal controls to maintain fiscal integrity. Proper cash needs projections are required to manage cash on hand. The Fiscal Agent will work to develop an annual budget in coordination with the NALWDB and the Chief Local Elected Officials/Consortium. Annual programmatic and fiscal monitoring shall occur.
- 2. Disbursement of Funds** The Fiscal Agent shall disburse funds at the direction of the NALWDB and in accordance with the WIOA, the WIOA Final Regulations and Commonwealth grant specifications. The Fiscal Agent will adhere to the cost principles from Office of Management and Budget (OMB) circulars, 2 CFR 200 - Uniform Administrative Requirements, Cost Principles, and Requirements for Federal Awards. The NALWDB and/or their Executive Director shall approve all fund disbursements.
- 3. Accounting of Funds** The Fiscal Agent will ensure that all financial procedures are in compliance with Generally Accepted Accounting Procedures (GAAP), OMB circulars, Code of Federal Regulations (CFR), Federal Acquisition Regulations (FAR) and any other federal/state regulations. The Fiscal Agent shall maintain an accounting system and policies to identify all revenues, expenditures, program income and credits by funding stream. The Fiscal Agent will implement invoice systems or procedures deemed necessary by the NALWDB and/or the Commonwealth. The Fiscal Agent will establish procedures for payables with proper documentation for monitoring and audit purposes.

The Fiscal Agent will establish procedures to ensure all receivables are collected and recorded on a timely basis. The Fiscal Agent shall maintain appropriate accounting software to record all financial transactions, allocations, and expenditures for the local area. Any required cost allocation plan will be developed by the Fiscal Agent.

- 4. Financial & Grant Reporting** The Fiscal Agent will support the oversight role of the NALWDB by preparing appropriately formatted financial reports to identify funds, expenditures, revenues, balances and obligations, by funding stream and by contractors/vendors. This information will need to be developed for use by the NALWDB, the Workforce Consortium, Career Center Services, Federal, Commonwealth, and One-Stop Operator. Reporting shall be on an accrual basis. Annual grant closeouts plus monthly/quarterly financial reports will be required. The Fiscal Agent will provide appropriate budget and spreadsheet detail for Career Center Services and the One-Stop Operator planning/review purposes.
- 5. Recovery/Reimbursement** The Fiscal Agent will assist in the recovery of funds that are deemed to be disallowed. The Fiscal Agent will be responsible for any theft or misappropriation of funds and is required to carry, at its own cost, liability and fidelity bonds that meet NALWDA funding levels/requirements. The Fiscal Agent shall reimburse the NALWDB and/or the Commonwealth for any funds paid to a contractor and subsequently disallowed, to the extent that such disallowed funds are recovered from the contractor.
- 6. Administrative Functions** The NALWDB may request the Fiscal Agent to include the following services, but not limited to the following services: specified staffing with Human Resources and benefit administration; serve as civil rights compliance and grievance officer for the WIOA services and One-Stop Operator; be versed in Title I laws, regulations, local organizational documents, direct service providers and the One-Stop system; provide a facility, office and technology resources/support to staff and the LWDB; manage and coordinate lease agreements for outside office space; and technology agreements for access to email, internet, and website resources, also provide necessary and appropriate office equipment, technology equipment and supplies, office furnishings; and provide audit activities.
- 7. NALWDB Support** The Fiscal Agent shall provide NALWDB support in the areas identified by the Board and to the level of support requested by the Board. Identified staff shall develop and maintain all announcements, governing documents, agendas, minutes, correspondence, and information as part of the documentation of the NALWDB functions

and activities. The Fiscal Agent staff shall assist with the conflict of interest and other acknowledgement/disclosure processes including reports on this to the Board Chairperson. Staff shall assist the Board Chairperson, Committee Chairs, and Members in gaining appropriate orientation and informational knowledge to support them in the role of a successful member as well as to support the NALWDB in a position to become a successful Board. Staff shall develop appropriate reports, plans, and local/state data for the NALWDB and its committees. The Fiscal Agent shall maintain a records retention program and an inventory system in accordance with Federal and State law. The Fiscal Agent shall also develop, maintain, and deliver orientation and training materials to new staff. The Fiscal Agent staff in program support shall always address regional planning and collaboration as a goal in its actions. The NALWDB may desire the Fiscal Agent to perform other support duties as requested.

- 8. Deliverables** The Fiscal Agent shall be responsible for the prompt and professional performance of administrative and NALWDB support functions. The successful bidder must participate in NALWDB meetings, Direct Service Provider and One-Stop Operator meetings and other local meetings as the NALWDB deems appropriate. The successful bidder must work with the Board and the LEO Workforce Consortium in regard to One-Stop Certification and Operations. The Fiscal Agent shall also be expected to participate in statewide fiscal or administrative meetings. The Fiscal Agent shall be responsible for the processing of invoices, accounting of grant funds by funding stream and cash management/cash requests to the Commonwealth, as necessary. The successful bidder shall exhibit a prompt resolution of audit and/or monitoring findings. Submission of monthly, quarterly and/or annual reports as requested or required. The successful bidder must cooperate with the NALWDB, the LEO Workforce Consortium, and the CLEOs in achieving the goals and objectives of the Northern Area Local Workforce Development Board. The Fiscal Agent shall provide professional leadership and knowledgeable management for their overall workforce operation including staffing, organizing, and financial management.

## **9. Current Contracts and Staffing**

### **a. Current Obligations/Providers/Vendors**

- Listing of Current Operating Contracts:

Program Support and Operations/Administration: Adult, Dislocated Worker, Rapid Response Additional Assistance, Local Rapid Response, Trade Rapid Response Additional Assistance, Trade, Youth, Workforce Innovation & Opportunity Act Transition: (5 Subcontracts: Fiscal Area Development District, Direct Services (2) Purchase Area Development District & Workforce Essentials, One Stop Operator-Purchase Area Development District, )

- Youth Funds - Subcontracts and Work Experience: insert info)
- Individual Training Agreements (ITA): 150 total ITAs
- On-the-Job Training (OJT) Master Contracts: 20 Master Agreements/40 On-the-Job Training Agreements)
- Northern Area Local Workforce Development Board Direct Costs: Contracts Totaling: approximately \$4.4 million (includes WIOA Allocations & USDOL Direct Contracting)

NOTE: Contracted funds that have expired within the current year are not included

From time to time throughout the year, the local area may be awarded additional funds within these categories or may be awarded new grants from the State or Federal level or local services. Therefore, the number of contracts may fluctuate within the year. Staff numbers and/or charges may also fluctuate to match this contract need.

Invoicing of most contracts occur to the local area on a monthly basis and payments to invoices to outside contractors normally occur on a monthly basis. Payments are normally made every two (2) weeks via an electronic payroll card for work experience and other work-based learning where individuals receive a payment. Narrative/Management Information System Data reports are required from the Workforce Board on a monthly basis and/or quarterly basis or as requested. There is an annual data and narrative report required. There is an annual financial close out and report required. Annual on-site program and financial monitoring reports of all contracts are required.

b. Suggested Staffing Levels

Suggested Direct Charged Staff Positions:

- Northern Area Local Workforce Development Board Staff 7 FTE
  - Executive Director
  - Administrative Assistant
  - Operations Coordinator
  - Financial Specialist
  - Operations Assistant
  - Program Specialist
  - Program Monitor

Any staff positions funded under “Shared Costs” are not included in this suggested total of direct workforce staff:

The above represents suggested staffing FTEs (Full Time Equivalencies) to meet the overall administrative duties and activities plus the program development, planning and support. The current office location of the NALWDB Executive Director is 525 Camino De Los Marquez Suite 250 Santa Fe, NM 87505 and administrative duties are centered at the site of the Executive Director. Staffing activities are defined as administrative or programmatic based on the definitions as found and applied per the Workforce Innovation and Opportunity Act. The Executive Director’s position is largely charged to administration, but programmatic funds may be utilized based upon the activity of the position. Administrative/Financial Staff may be direct charged to administration: one (1) direct charged finance/administrative position is located in the and it is strongly encouraged that a direct staff position of this function be maintained. Other programmatic, planning, Business Services, and support staff would normally be charged to program costs. In no event, can total administrative costs exceed 10%.

The Executive Director of the Workforce Board has been selected by the Board to perform direct support activities with the Board and act on behalf of the Board. This position is directed by the board and attached to the Fiscal Agent for payroll/benefit purposes only. The individual identified is Dr. LeAnne Salazar-Montoya. She will be responsible for working directly with the successful bidder for the services during implementation and/or transition.

Direct services, career center services staff, and operator staff services are not being bid under this request for proposal release.

Contractor staff are expected to attend State and Local level training activities plus provide training to sub-contractors. Staff are encouraged to expand their knowledge and skills by attending USDOL events, as well as National and Regional conferences focusing on training, i.e. Southeastern Employment and Training Association, National Association of Workforce

Development Professionals. Staff are encouraged to be members of such regional and national organizations for staff development.

## 10. Transition

Northern Area Local Workforce Development Board currently has a contract with Zlotnick Laws Sandoval PC, as the Fiscal Agent of staff to the NALWDB. The current fiscal agent, Zlotnick Laws Sandoval PC, will work with the winning bidder to transition the systems, processes and procedures established in the Area to successfully carry out the Fiscal Agent and Board Staff functions under the contract.

## 11. Competitive Sealed Bids

The proposed procurement method is competitive sealed proposals. This method may only be used for professional services or when the state purchasing agent, central purchasing office, or a designee of either “makes a written determination that the use of competitive sealed bidding for items of tangible personal property or services is either not practicable or not advantageous to the state agency or a local public body[.]” NMSA 1978, § 13-1-111(A). Accordingly, here, the appropriate official/office or designee should:

- Make a written determination that the use of competitive sealed bidding for services is either not practicable or not advantageous; **and/or**
- That the services to be procured constitute professional services. NMSA 1978, § 13-1-76 (defining professional services as “services of architects, archeologists, engineers, surveyors, landscape architects, medical arts practitioners, scientists, management and systems analysts, certified public accountants, registered public accountants, lawyers, psychologists, planners, researchers, construction managers and other persons or businesses providing similar professional services, **which may be designated as such by a determination issued by the state purchasing agent or a central purchasing office**”)

#### **IV. AVAILABLE FUNDS**

##### **Allocations for FY 19/20 and Administration Funds**

Northern Area Local Workforce Development Board

There are strict limits of 10% for administrative costs under the federal WIOA. The Fiscal Agent cost will be allocated to either program funds or administrative funds based upon the definition of WIOA Services. These definitions are found in the referenced WIOA legislation. Note: the costs are not limited to administrative cost as function may also be programmatic in nature and acceptable program costs (20 CFR 683.205 & 20 CFR 683.215).

The chart below represents the actual FY 19 WIOA Allocation for the Northern Area Local Workforce Development Board. FY 20 funding represents the projected Dislocated Workers, Adult and Youth funding.

<b>Workforce Innovation and Opportunity Act</b>	<b>PY 19 Allocation July 1, 2019-June 30, 2020</b>	<b>PY 20 Allocation July 1, 2020-June 30, 2021</b>
Adult/Dislocated Worker	\$3,600,000.00	\$3,600,000.00
Youth	\$925,000.00	\$925,000.00
Additional Youth Provider	\$925,000.00	\$925,000.00
One-Stop Operator (10%)	\$150,000.00	\$150,000.00
One-Stop Operator (10%)	\$100,000.00	\$100,000.00
Administration (10%)	\$948,475.00	\$948,475.00
<b>TOTAL</b>	<b>\$6,648,475</b>	<b>\$6,648,475</b>

## **V. PROPOSAL CONTENT**

### **A. Bidder's Demonstrated Experience – 30 Points**

Describe the bidder's background including the following points:

1. Description of entity including number of years in operation and a brief history of the organization. Must be registered to conduct business in New Mexico (provide a statement in narrative). For a consortium, this description should include the lead agency as well as the partner agencies.
2. Legal Status.
3. Website address or statement that the organization has no website.
4. Knowledge of the needs of the ten (10) county area and current career center sites.
5. State any overall experience in areas your organization has operated/performed related to this responsibility in workforce.
6. Describe any experience with federal contracting including specifically any experience with USDOL-ETA or WIOA Title 1 and its programs. Also, include overall experience with workforce programs.
7. Provide a list of any legal action taken against your organization, including lawsuits, injunctions or court orders in the last five (5) years. For a consortium, this would apply to identified lead agency.
8. If the entity has a board, identification of board members (this may be expressed as a link to a website that identifies board members).
9. Estimate what percentage of the overall organization's funding would be represented by this contract.
10. Review and complete all forms including: Proposal Cover Sheet; Assurances, Debarment Certification; and Non-Collusion Affidavit. An individual authorized to sign on behalf of the bidder or consortium; must sign and date all forms.

### **B. Bidder's Demonstrated Fiscal Integrity - 15 Points**

The bidder should point to actions which support the fiscal integrity of the financial staff and the organization.

1. Provide three references including at least one current contracted agency. Note how these contacts are familiar with the bidder's organization and the nature of the work performed. In a consortium submission, this would apply to the lead entity.
2. Review of provided audit copies required in item C below.
3. Statement regarding any unresolved audit findings and any demonstrated actions of prevention to bring to evaluators attention.
4. Any unresolved state or federal monitoring findings/reports and current actions to address these finding.
5. Statement regarding financial staffing status from any pending legal charges or accusations.

### **C. Plan of Work/Project Approach – 35 Points**

Using the Scope of Work in this RFP as guidance, describe the Fiscal Agent services and a statement of work to be provided that will ensure compliance with all federal and state statutes, regulations, policies, and generally accepted accounting principles. Describe methods and processes.

1. Deliverables under Fiscal Agent. See Section III.
2. Transition to Fiscal Agent.
3. Identify functions that may or will be subcontracted and if the subcontractor has been identified provide the background, qualifications and staffing information for the subcontractor similar to what is required above by the contractor. If a subcontractor is not identified yet, describe the qualifications that will be sought to fill the function. The NALWDB discourages subcontracting key positions but will consider such plans.
4. Provide a statement of the approach, why this was chosen and its anticipated benefits.
  - a. For a single entity - A current overall organizational chart that shows workforce related staffing/agency information on the overall organization.
  - b. If a current position(s) is vacant, describe the qualifications that will be sought to fill the position.
5. Provide brief bios or full resume on individual(s) to assume staffing role(s) that are currently not in a Workforce Board staffing position or other current local workforce position.

### **D. Cost, Budget, and Fiscal Accountability Measures – 20 Points**

This funding can vary significantly based on federal allotments to the states and state allocations to the regions. In addition, other grants and awards to the regions from the U.S. Department of Labor, and other public and private entities can further change the amount of funding that falls under the responsibility of the Fiscal Agent.

The cost section of the proposal shall provide a detailed budget and a budget narrative for delivery of the required scope of work including personnel, travel, staff development and operating expenses. The budget shall address the earlier identified funding sources and their utilization to meet the required scope of work. The line-item budget shall include the following line items: Personnel and Benefits, Office Expenses, Staff Travel/Per Diem, Professional Fees, Board Travel/Per Diem, Committee Expense, Board Expense, Dues & Subscriptions, Youth Council, Facility Improvements, One-Stop Payments, One-Stop Admin Fee, Sub-Grantee Payments.

Describe the bidder's background and provide the following:

1. Provide one (1) copy of the two (2) most recent audit reports.
2. Provide one (1) copy of the conflict of interest policy or ethics policy held by the agency.
3. Indicate if any staff member has been charged or convicted of any wrongdoing regarding use of funds or conflict of interest.

The original budget period should include July 1, 2020 – June 30, 2021. The NALWDB may evaluate the contractor activities and extend the contract period for up to three (3) years after an annual evaluation of the original contract period and its successor year. Cost negotiations of the contract amount will occur with each succeeding year of the contract period.

July 1, 2020 – June 30, 2021

July 1, 2021 – June 30, 2022

July 1, 2022 – June 30, 2023

## **Section VI – Proposal Instructions and Information**

### **A. Contracting Period**

The initial contracting period for the provided Scope of Work will be July 1, 2020 – June 30, 2021. The contract may be extended an additional three (3) year period to be determined on an annual basis with a satisfactory performance evaluation to be determined by the NALWDB Executive Committee and/or NALWDB and the Chief Elected Officials (CLEOs). Cost negotiations of the contract amount will occur with each succeeding year of the contract period.

July 1, 2020 – June 30, 2021

July 1, 2021 – June 30, 2022

July 1, 2022 – June 30, 2023

### **B. Proposal Submission & Deadline**

The deadline for receipt of proposals is May 1, 2020 at 4:00 p.m. MST. Proposals must be officially received by this deadline to be reviewed and considered. Proposals may be mailed via regular U.S. Mail, express delivery or hand delivered to the following address:

Northern Area Local Workforce Development Board  
525 Camino de Los Marquez, Suite 250 (Physical)  
1000 Cordova Place, PMB 810 (Mailing)  
Santa Fe, NM 87505  
Attn: Dr. LeAnne Montoya

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Fiscal Agent RFP 2020-002. Submissions by facsimile or e-mail are NOT acceptable and will NOT be considered. Appropriate consideration of this timeframe should be considered with U.S. Mail delivery as all mailed proposals must still meet the required receipt deadline.

Proposals delivered by hand will be provided a receipt upon request.

### C. Procurement Timeline

The timeline for soliciting proposals, review, selection, and negotiation is presented below. The dates are tentative and may be changed at the CEO's or NALWDB's discretion.

Deadline for Intent to Bid Submission:	No later than March 2, 2020 at 10:00 a.m. MST. Required
Bidders Conference:	March 13, 2020 at 10:30 a.m. MST at Northern Area Local Workforce Development Board 525 Camino de Los Marquez, Suite 250 Santa Fe, NM 87505. Required attendance.
Responses to Questions from Bidders:	Any questions from bidders will be answered via email to all parties who have expressed an intent to bid, no later than April 10, 2020 at 4:00 p.m. MST.
Deadline for Submission of Questions:	April 10, 2020, 4:00 p.m. MST
Competitive Sealed Proposal Due Date	May 1, 2020 at 4:00 p.m. MST
Bidders Oral Presentations (if requested)	To Be Determined & Will Be Notified if Needed
Successful Bidder Selected and Notified:	Approximately June 15, 2020
Contract Start Date:	July 1, 2020

### D. Required Intent to Bid

Notify Dr. LeAnne Salazar-Montoya by email at [procurementofficer@nalwdb.org](mailto:procurementofficer@nalwdb.org) with an intent to bid statement including electronic contact information and physical contact information. Intent to bid shall be received no later than March 2, 2020 10:00 a.m. MST. No proposal will be accepted unless an intent to bid has been received by this date.

### E. Proposal Requirements

1. **Format:** Proposals must be typed, suggested single-spaced, and must be submitted on 8 ½ by 11-inch plain white paper. Font size no smaller than 11 point, approximately 1 inch side margins. Each page of the proposal should be numbered as "page \_\_ of \_\_", with the name of the bidder on each page. There is a suggested submission order in the instructions.
2. **Page Limit:** The proposal narrative must be no more than thirty five pages (35) pages. This page limitation does not include the specified required attachments stated in the proposal or the audit report.
3. **Number of copies:** One complete original, marked "original", with original signatures of the authorized signatory, plus one (1) complete copy. The Bidder must also include one (1) portable USB Flash Storage Device copied with their bid package which includes an electronic copy of the proposal on the device. Any proposal lacking paper or electronic copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder. The bidder will need to submit two (2) years of your most recent audit report with the proposal package.

4. **Responsiveness:** Bidders that fail to follow the requirements set forth in this document regarding page limits, number of copies may be considered non-responsive. The NALWDB reserves the right to reject any or all proposals at their sole discretion. Proposals should be concise and avoid unnecessary detail.
5. **Budget Information:** The cost section of the proposal shall address cost under a specifically identified section of the narrative that shall include a detailed line item budget and a supporting detailed narrative. This is a cost reimbursement contract. All proposed costs of the fiscal agent must be reasonable, necessary and allocable. The line-item budget shall include the following line items: Personnel Services & Benefits, Office Expense, Staff Travel/Per Diem, Professional Fees, Board Travel/Per Diem, Committee Expense, Board Expense, Dues & Subscriptions, Youth Council, Facility Improvements, One-Stop payments, One-Stop Admin Fee, Sub-Grantee Payments.

The original budget period should include July 1, 2020 – June 30, 2021.

6. **Proposal Contact Information:** Bidders will be required to provide contact information for the individual who can respond to questions regarding the proposal. The contact person should be the individual who is knowledgeable of the proposal and who is authorized to provide information on behalf of the bidder. If necessary, this contact may be asked to clarify points in the proposal.

#### **F. Qualifications and Minimum Standards for Bidders**

1. **Eligible Bidders:** Types of entities that may be a Fiscal Agent include:
  - a. A community-based organization, non-profit organization, or workforce intermediary
  - b. A private for-profit entity
  - c. A government agency
  - d. Another interested organization or entity capable of carrying out the duties of the Fiscal Agent and licensed to do business in New Mexico.

NOTE: The Workforce Board is prohibited from awarding a contract to a party “excluded from Federal procurement or non-procurement programs” by the U.S. General Services Administration or the U.S. Department of Labor Secretary.

2. **Bidder Competency:** Bidders must be knowledgeable of the WIOA and implementing statutes, regulations, rules and policies for the federal funds. A copy of the WIOA and proposed regulations may be found on the U.S. Department of Labor web page at <http://www.doleta.gov/WIOA/>.
3. **Workforce Policies:** Copies of other pertinent workforce policies and regulations may be found through the Northern Area Local Workforce Development Board web page at <https://northernboard.org/>
4. **Successful Bidder:** The NALWDB will provide an orientation on any NALWDB-specific documents, policies and procedures, as necessary, to the successful bidder. Additional information about the NALWDB may be obtained at the NALWDB’s web page at <https://northernboard.org>

5. **Authorized Signatory Authority:** The bidder's authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization, or any individual who has the authority to negotiate and enter into and sign contracts on behalf of the bidder's organization or a consortium.
6. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the NALWDB prior to contract execution. If the bidder currently subcontracts certain functions/activities and intends to do so as part of this proposal, the potential subcontractor must be identified. An original signed letter from the subcontractor attesting to this agreement to the terms of the proposal and any resulting contract must be included in the proposal response.

Bidders who intend to use established subcontractor(s) to provide services must include original letters from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract along with a copy of all documentation required in this RFP to substantiate the proposed subcontractor's qualifications. The NALWDB must approve any subcontract arrangements.

7. **Proposal Requirements:** Proposals must meet the following requirements. Any proposal not meeting these requirements may be considered non-responsive.
  - Date/Time of Submission
  - Intent-to-bid notification
  - Page limitations
  - Executive Summary (not to exceed 2 pages and not in page limitations)
  - Required copies: One original with signatures, one copy and one (1) portable USB Flash Storage Device with copy
  - Prior Audits Submitted from 2 years
  - Regional Attachment certification and copies

## **G. Conflict of Interest**

The proposal applicant **must include a statement** on conflict of interest that discloses any potential conflict of interest that could arise from its relationship with other providers, partners, or NALWDB Board members or staff. Conflict of interest shall be avoided by all proposers in compliance with 20.CFR 627.420(c) for all issues regarding this RFP. No employee or Board member of a proposer shall cast a vote on, nor participate in any decision-making capacity on the provision of services by such employee or Board member of a proposer, or any organization that the employee or Board member of a proposer directly represents. No employee or Board member of a proposer shall vote on, nor participate in any decision making capacity on any matter that would provide direct financial benefit to that employee or Board member of a proposer, or to any organization which that employee or Board member of a proposer, or to any organization which that employee of Board member of a proposer directly represents. Northern Area Local Workforce Development Board will reject proposals of those proposers who violate this condition.

## **H. Proposal Evaluation**

The proposal criteria identified herein is a guideline for Bidders and reviewers; however, the final decision for contract award rests with the NALWDB. The NALWDB is not required to contract with the entity receiving the highest ranking as a result of the proposal review process or an entity that submits the lowest cost. Proposals that do not meet minimum standards may be considered non-responsive.

### **1. Minimum standards:**

Standards are outlined in Section F above and are required.

### **2. Evaluation process:**

The NALWDB strives to conduct procurement in a manner providing full and open competition. An award will only be made to the proposer who can provide demonstrated ability to perform successfully.

A Review Panel selected jointly from the local Workforce Board and the CLEOs will independently evaluate each submitted proposal that is determined to meet the minimum submission requirements. The individuals on the Review Panel will score each proposal. The scores will be aggregated with the average score recorded per proposal. Northern Area Local Workforce Development Board will then rank the proposals based on the Review Panel's recommendation and average score. The Review Panel may request additional information for clarification and consideration during their review process.

It is possible that the CLEOs and/or the Workforce Board representatives will request that bidders make an oral presentation to the representatives of the review panel and/or others. If the Review Panel elects to request oral presentations, bidders will be notified of date, time and place. Time limits will be placed on the presentations with questions/answers by the Review Panel following the time-limited presentations.

The Workforce Board Executive Committee or Full Board and the Chief Local Elected Officials shall determine the successful proposal from the Panel's recommendation. The highest point total bid, may or may not, be the selected bidder based on the judgment of

the review panel and the Chief Local Elected Officials. Bidders should note that Northern Area Local Workforce Development Board may award a contract with or without price negotiation.

All bidders will be notified of the Review Panel meeting(s) and their results.

**3. Evaluation Criteria:**

The proposal will be evaluated based on the bidder's responses to the information requested in Section V.

<b>EVALUATION CRITERIA</b>	<b>Possible Points</b>
<p><b>A. Experience</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Background, performance and organizational stability</li> <li><input type="checkbox"/> Bidder demonstrates evidence of ability to perform the functions described in its project plan</li> <li><input type="checkbox"/> Quality of response and demonstrated achievements/results</li> <li>Strength of experience</li> <li><input type="checkbox"/> Met overall qualifications expected of a bidder</li> </ul>	<b>30</b>
<p><b>B. Bidder's Demonstrated Fiscal Integrity</b></p> <ul style="list-style-type: none"> <li>Exhibits fiscal integrity with previous Partners/Subcontractors</li> <li><input type="checkbox"/> No unresolved audit findings &amp; demonstration to prevent findings</li> <li><input type="checkbox"/> No pattern of failure to implement solutions to monitoring reviews</li> </ul>	<b>15</b>
<p><b>C. Plan of Work/Project Approach</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Detailed Plan of activities and deliverables</li> <li><input type="checkbox"/> Method of services detailed</li> <li>Timeline</li> <li>Transition</li> <li><input type="checkbox"/> Staffing Information &amp; Chart</li> </ul>	<b>35</b>
<p><b>D. Cost, Budget &amp; Fiscal Accountability</b></p> <ul style="list-style-type: none"> <li>Cost is detailed</li> <li>Cost noted is reasonable</li> <li><input type="checkbox"/> Supporting detailed narrative provided</li> <li><input type="checkbox"/> Trained and experienced fiscal staff</li> </ul>	<b>20</b>
<b>Total</b>	<b>100</b>

## **I. Governing Provisions and Limitations**

1. Northern Area Local Workforce Development Board is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. Northern Area Local Workforce Development Board reserves the right to accept or reject any or all proposals received, to cancel or to reissue this RFP in part, or its entirety.
3. Northern Area Local Workforce Development Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity Northern Area Local Workforce Development Board determines is in its best interest.
4. Northern Area Local Workforce Development Board reserves the right to correct any error(s) and/or make modifications to this solicitation as it deems necessary.
5. Northern Area Local Workforce Development Board reserves the right to negotiate the final terms of any and all contracts or agreements with bidders selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce development area.
6. Northern Area Local Workforce Development Board reserves the right to contact any individual, organization, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all bidders.
7. Northern Area Local Workforce Development Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not available or received from the U.S. Department of Labor, or other funding sources, or due to legislative changes.
8. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the bidder to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to the successful bidder as a basis for the release of proposed services at the stated price/cost.
9. A contract with the selected bidder may be withheld, at Northern Area Local Workforce Development Board's sole discretion until such issues are satisfactorily resolved (ex: issues of contract or questions of non-compliance). Northern Area Local Workforce Development Board may withdraw award of a contract if the resolution is not satisfactory to Northern Area Local Workforce Development Board.

### **Violation of any of the following provisions may cause a proposal to be rejected:**

1. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of Northern Area Local Workforce Development Board, the CLEOs, or the fiscal agent for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
2. No employee, officer, or agent of Northern Area Local Workforce Development Board or CLEOs shall participate in the selection, award or administration of a contract supported by workforce

funds, if a conflict of interest, or potential conflict, would be involved as defined by the local NALWDB or the Commonwealth.

3. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's proposal to be rejected.
4. Bidders are prohibited from contacting or soliciting support from Northern Area Local Workforce Development Board, CEOs, the fiscal agent, NALWDB Executive Director or regional elected officials regarding their intent to bid on this work. Such contacts will result in immediate disqualification and rejection of their bid.

#### J. Administrative Requirements and Procedures

The following administrative requirements and procedures should be carefully reviewed prior to development of a proposal.

1. It is Northern Area Local Workforce Development Board's intent to award only one (1) contract under this RFP.
2. The successful bidder will be required to maintain automated and paper records for fiscal management, policies and procedures, monitoring results, internal and external evaluations, and audits. In the event the contract is not renewed or is terminated, the current contractor agrees to provide all of the identified records to the NALWDB.
3. The successful bidder agrees to comply with the NALWDB policies and procedures related to the service they provide to the 10 Northern Counties in New Mexico.
4. The successful bidder agrees to comply with all applicable federal and state confidentiality laws and to keep and hold all Proprietary Information disclosed by Northern Area Local Workforce Development Board, affiliates, customers, or vendors of the NALWDB in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, human resource information, and customer lists.
5. The successful bidder acknowledges that for any product and/or deliverable provided as part of the contract, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same without the consent of any other party and that any product and/or deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any product and/or deliverable.
6. Proposals not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed with Northern Area Local Workforce Development Board Executive Director within ten (10) calendar days of the notification of the non-award document. Appeals must be in writing and sent to the NALWDB at the following address:

Northern Area Local Workforce Development Board  
Attention: LeAnne Salazar-Montoya, Executive Director  
525 Camino De Los Marques Suite 250  
Santa Fe, NM 87505

The appeal must include at a minimum, the following information: 1) a description of the NALWDB action being appealed, 2) a citation of the law or regulation allegedly violated that forms the basis for the appeal, 3) a thorough explanation of the appeal, and 4) an original signature by the appealing organizations authorized representative. Appeals submitted by way of fax or e-mail will not be accepted. If the appeal does not include the minimum required information, the appealing organization will be notified and requested to respond accordingly before the deadline arrives in order for the appeal to proceed. The filing of the complete appeal with the required time frame is a condition precedent. **NO EXCEPTION WILL BE MADE TO AN APPEALING ORGANIZATION THAT DOES NOT FILE THEIR APPEAL WITHIN THE PUBLISHED DEADLINE.**

Upon receipt of a complete and properly submitted appeal, the NALWDB Executive Director will arrange for a meeting with the appealing organization's representatives (not to exceed three (3) persons), and the NALWDB's representatives. The Executive Committee of the NALWDB shall serve as the Board's representative in hearing the appeal. The Executive Committee will evaluate the appeal and respond to the appealing organization within thirty

(30) calendar days via certified mail to the representative of the organization filing the appeal. Protests of the NALWDB decision of the appeal can occur and such protests must be filed in writing via certified mail within ten (10) calendar days of the initial receipt of the resolution by the NALWDB Executive Committee. This communication should contain a thorough explanation of the reason for the protest of the NALWDB's decision and the response from the Executive Committee. The Executive Committee will report this action to the NALWDB at its next regularly scheduled meeting. The protest shall not be brought before the full board nor addressed to it by the appealing organization. All discussions shall take place with the Board's Executive Committee. The Board's disposition of the protest will be provided to the organization's lead representative in writing via certified mail, and will be final.

**K. Submission Order**

The proposal should be submitted in the order listed below. A proposal checklist is included as **Appendix B** to assist Bidders in submitting a complete sealed proposal; however, it should not be submitted. The cover page and any required/requested attachments do not count toward the proposal thirty-five (35) page limit.

**Proposal Cover Sheet – Appendix A**

**Part A: Proposal Narrative**

1. Demonstrated Experience of Quality Service Delivery
2. Plan of Work/Project Approach
3. Cost & Fiscal Accountability: Budget form with Cost Line Item/Budget Narrative
4. References – Minimum of three (3) Agencies or Groups

## **Part B: Assurances**

1. Certifications and Assurances (Appendix C)
2. Debarment Certification (Appendix D)
3. Non-Collusion Affidavit (Appendix E)
4. Brief Bios or Full Resumes of the Assigned Staff (Appendix G-staffing information to be developed by the bidder)
5. Campaign Contribution Form (Appendix F)

## **L. Notification of Award**

All responders to the RFP will be notified by the NALWDB of the decision of award. The proposer who is selected as the Fiscal Agent will receive a letter of intent to contract for services. This proposer will be requested to complete any pre-award documents and negotiate any remaining issues to move the contract into place. The successful completion of the pre-award activity and any subsequent negotiations will be the finalization of the contract.

## **M. References**

Interested parties may obtain additional information about the Workforce Innovation and Opportunity Act, including the law, proposed regulations, policies and other documents and resources through the following websites:

Workforce Innovation and Opportunity Act (WIOA):

<http://www.doleta.gov/WIOA/docs/BILLS-113hr803enr.pdf>

WIOA Final Rules: <https://www.doleta.gov/wioa/final-rules.cfm>

2 CFR 200 Uniform Administrative Requirements <https://www.govinfo.gov>

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, including the Department of Labor specific requirements at 2 CFR part 2900: <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=2d88f88d16f88d2ff2af52e0bcf8bc&ty=HTML&h=L&mc=true&n=pt2.1.2900&r=PART>

**APPENDIX A – PROPOSAL COVER SHEET**

**REQUEST FOR PROPOSAL  
NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD  
FISCAL AGENT  
UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT**

Northern Area Local Workforce Development Board  525 Camino De Los Marquez Suite 250  1000 Cordova Place, PMB 810  Santa Fe, NM 87505  505-522-7832	FOR INTERNAL USE ONLY  Rec'd by _____  Date _____ Time _____  Meets Technical Requirements Y/N
Name of Bidder/Address	Type of Organization <input type="checkbox"/> Private Nonprofit Corp  <input type="checkbox"/> Private for Profit Corp  <input type="checkbox"/> Other Specify
FEIN#:	DUNS#:
Proposal Contact Person (Bidder)	Telephone
Requested Cost	Email address

Bidder Statement of Certification: This proposal was prepared independently without consultation, agreement or cooperation with any other bidder or party to determine a competitive cost for the services offered. This proposal has been duly authorized by the governing body of the bidder.

\_\_\_\_\_ Authorized Signer's Name Typed

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

\_\_\_\_\_ Authorized Signer's Title

\_\_\_\_\_ Date Signed

## **APPENDIX B - Proposal Checklist**

All proposals must meet the following technical specifications. Use this as a guide for assembling your proposal. Do not submit this with your proposal. A technical review will be performed by DWI to determine compliance before the evaluation committee reads and rates the proposals.

- ❑ Typewritten on 8 ½ by 11 unruled paper, single sided
- ❑ Font size no smaller than 11 point
- ❑ 1 inch side margins and single spaced
- ❑ Pages numbered consecutively at the bottom of the page (page \_of \_) with bidders name on each page
- ❑ Proposal Cover Sheet – Appendix A
- ❑ Proposal Content
  - o Executive Summary (2 page limit)
  - o Bidder’s Demonstrated Experience of Quality Service Delivery of Bidder’s Fiscal Integrity Plan of Work
  - o Cost – Line Item Budget & Supporting Narrative (Appendix F)
  - o References – minimum of 3
- ❑ One copy of the of the most recent two years audit reports - two (2) reports total
- ❑ Certifications and Assurances (signed) – Appendix C
- ❑ Debarment Certification – (signed) - Appendix D
- ❑ Non-Collusion Affidavit – (signed and notarized) - Appendix E
- ❑ The original proposal and all signature forms are signed by the bidder’s authorized signatory authority and one (1) copy in addition to the original.
- ❑ Where the use of an established subcontractor(s) is proposed, original letter from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract.
- ❑ Line Item Budget and supporting detailed narrative for the operation period July 1, 2019 – June 30, 2020 to include expenses for the following: Personnel, Fringe, Travel, Indirect Costs, Office Supplies, Printing and Copying and Other Costs (Appendix F)
- ❑ Brief Bios or Full Resumes of the Assigned Staff - staffing information to be developed by the bidder. (Appendix G)

## **APPENDIX C – Certifications and Assurances**

I/we make the following certifications and assurances as a required element of the proposal to which it is attached, understanding that the truthfulness of the facts affirmed here and the continuing compliance with these requirements are conditions precedent to the award or continuation of the related contract(s).

I/we hereby assures and certifies compliance with each of the requirements where applicable.

I/we recognize that I/we must give assurance for each item listed below:

1. I/we declare that all answers and statements made in the proposal are true and correct.
2. The prices and/or cost data have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition. However, I/we may freely join with other persons or organizations for the purpose of presenting a single proposal.
3. The attached proposal is a firm offer for a period of 60 days following receipt, and Northern Area Local Workforce Development Board may accept it without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 60-day period.
4. I/we understand that Northern Area Local Workforce Development Board will not reimburse me/us for any costs incurred in the preparation of this proposal. All proposals become the property of the Workforce Development Area, and I/we claim no proprietary right to the ideas, writing, items or samples, unless so stated in this proposal.
5. Unless otherwise required by law, the prices and/or cost data that have been submitted have not been knowingly disclosed by the bidder and will not be knowingly be disclosed by his/her prior to opening, directly, or indirectly to any other bidder or to any competitor.
6. I/we agree that submission of the attached proposal constitutes acceptance of the solicitation contents and the attached general terms and conditions. If there are any exceptions to these terms, I/we have described those exceptions in detail on a page attached to the proposal.
7. No attempt has been made or will be made by the Proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
8. The following certifications and assurances will be required to be met by the Bidder. Any contractor with the awarded entity will have to meet the following assurances and certifications. Please review and be prepared to sign:

Acknowledge the NALWDB will not award a grant where the stated parties have failed to accept the ASSURANCES AND CERTIFICATIONS contained in this section. In performing its responsibilities under this contract, the stated parties hereby certify and assure that they will fully comply with all the following:

- a. Use of funds provided through this grant will be in accordance with the WIOA, applicable regulations, and any amendments thereto, and other federal or state authority as set forth in Section A of this Contract. Services will not be denied on the basis of residence to eligible participants.
- b. Will conduct at least once annually a comprehensive review and verification of financial management, procurement systems, participant data, and sub-recipient monitoring procedures, and systems for the project operator.

- c. Assure all employees a safe work place or training facility, and assure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (<https://www.osha.gov/>), as amended, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health and safety.
- d. Assure compliance with the First Party's Methods of Administration, as amended, Nondiscrimination and Equal Opportunity Assurance and any other Nondiscrimination and Equal Opportunity Requirements of WIOA including but not limited to:
  - 1. Will comply with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders. Furthermore, in the event the stated parties' Nondiscrimination and Equal Opportunity Requirements statistical analysis, as required by the First Party's Methods of Administration, indicates possible noncompliance, OET and NALWDB have the authority to inspect any and all of the stated parties' documents regardless of physical form and to impose or recommend corrective action.
  - 2. Will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order No. 11246 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, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and Executive Order 13672 of July 21, 2014, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60) as amended, so that such provisions will be binding upon each subcontractor or vendor.
  - 3. Will comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin and all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this Contract.
  - 4. Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794 et seq., and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.
  - 5. Will comply with the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101, et seq. and applicable federal regulations.
  - 6. As a condition to the award of financial assistance under the WIOA from the Department of Labor, the grant applicant assures, with respect to operation of the WIOA-funded programs or activities and all agreements or arrangements to carry out the WIOA-funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, as amended, including Title VI of

the Civil Rights Act of 1964, as amended; the Age Education Amendments of 1972, as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws. The United States has the right to seek judicial enforcement of this assurance.

7. Will comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of the WIOA, 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 1--financially assisted program or activity;
  8. Will comply fully with the nondiscrimination and equal opportunity provisions of The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
  9. Will comply fully with the nondiscrimination and equal opportunity provisions of Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs or activities.
- e. Will also comply with all regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title 1-financially assisted program or activity, and to all agreements made to carry out the WIOA Title 1-financially assisted program or activity. The stated parties understand that the United States has the right to seek judicial enforcement of this assurance. The stated parties agree to require each subcontractor to include the above assurances in applications for sub-grants and to include the assurances in all sub-grant agreements under this Contract.
- f. Certification on Lobbying: Certify that for the preceding contract period, if any, and for this current Contract period:
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 any 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 federally 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 of Lobbying Activities," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
  4. 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 under section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for such failure.
- g. Certify the following regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, and Lower Tier Covered Transactions.
1. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
  2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the First Party.
- h. Agree to comply with provisions of the Drug-Free Workplace Act of 1988, 41 U.S.C. §702 et seq., and 2 CFR 182 in providing a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.
- i. Access to and Maintenance of Records:
1. Agree that the NALWDB and/or the federal grantor agency, the Comptroller General of the United States and/or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized representatives or agents including independent auditors, shall have immediate access to any and all books, documents, papers, photographs, cards, tapes, disks, diskettes, recordings, records, and other documentary materials, regardless of physical form (hereinafter "records") of the stated parties which are directly pertinent to this Contract or activities thereby for the purpose of making audit, examination, investigations, excerpts, and transcriptions and for monitoring and evaluation purposes.
  2. Agree to permit staff of the First Party, persons acting for the First Party, and/or staff designated by appropriate federal agencies, to monitor and evaluate any services or functions being performed pursuant to this agreement. The stated parties also agree to submit any and all records and documentation of service provisions regardless of physical form in regard to subcontracted services when requested for monitoring purposes.
  3. Agree to assure the confidentiality of all information pursuant to law, whether written or verbal, provided by or about any client seeking or receiving services under this agreement except as approved and

authorized in writing by the client, or as otherwise authorized by law including the provisions of WIOA, Privacy Act of 1974 or regulations implementing that section, P.L. 93-579, (5 USC 552a), KRS 1518.280, and 787 KAR 2:020. The stated parties must recognize and safeguard Personally Identifiable Information (PII) except where disclosure is allowed by prior written approval of the First Party or by court order. Disclosure of any information covered under this agreement to any party not authorized by the Kentucky Education and Workforce Development Cabinet to receive said information or due to court order may result in termination of this agreement and any and all other relevant and applicable penalties and sanctions to the disclosing party. The stated parties acknowledge the "Unlawful Access to a Computer" provisions of KRS 434.840 to 434.860. The stated parties will comply with KRS 61.870-61.884 regarding the release of public records in their possession and KRS 61.805-61.848 regarding open meetings.

4. Retention requirement for records: Pursuant to 2 CFR 200.333, Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a subrecipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities with the following exception:

If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken. Additional exceptions to the three-year requirement are noted in the above-cited CFR.

5. Agree to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel including those whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and participants and shall be kept in accordance with retention schedule requirements for records.
6. Agree to maintain records, including case notes, in the Kentucky Enterprise Exchange (KEE Suite & Salesforce (KIBES) or any other system approved by the First Party, sufficient to identify the results of the service provided each individual and for use in evaluating the effectiveness of the total program, enabling verification that negotiated performance standards have been met as required. In addition, the stated parties will ensure all required data and case notes related to the responsibilities under this agreement are entered into KEE Suite or any other system approved by the First Party at the time of service, or within ten (10) business days and shall submit programmatic, financial and

other reports as required by the First Party.

7. Agree that the stated parties shall use a financial system to report financial data related to any WIOA Formula grants, Incentive grants, National Dislocated Worker grants, and any other WIOA discretionary resources that flow through the NALWDB designed to facilitate the uniform-compilation and reporting, monitoring, and evaluating purposes. It shall report program outlays (expenditures) on an accrual basis in accordance with the Uniform Guidance and 2 CFR §200.34(c).
8. Agree the KEE Suite, or any other system approved by the First Party, shall be the exclusive electronic repository of documented WIOA activities including referrals for federal and state reporting requirements in accordance with guidelines prescribed by the Governor, designed to facilitate the uniform compilation and reporting, monitoring, and evaluation purposes. Access to KEE Suite, or any other system approved by the First Party, shall be given at the sole discretion of the OET in accordance with KRS 151B.280.
9. Agree that Focus Career and Focus Talent shall be the exclusive entry point for Labor Exchange activities and that funds awarded under this contract will not be used to purchase a competitive job matching system.

j. Agree that performance of this Contract shall comply with:

1. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).
2. The Copeland "Anti-Kickback" Act (18 U.S.C.A § 874) as supplemented in Department of Labor regulations (20 C.F.R. Part 3).
3. The Davis-Bacon Act (40 U.S.C.A. § 3148 (formerly cited as 40 U.S.C.A. § 276a-7)) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.A § 327-330) as supplemented by Department of Labor regulations (29 C.F.R. Part 5).
5. Notice of awarding agency requirements and regulations pertaining to reporting.
6. All applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C.A. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C.A. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 C.F.R. Part 15).
7. Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163, 89 Stat. 871).
8. Veterans' Priority Provisions: This program, funded by the U.S. Department of Labor is subject to the priority of service requirements of 38 USC 4215 and 20 CFR Part 1010. Section 4215 of Title 38 requires that priority of service be provided to veterans and spouses of certain service members and veterans for the receipt of employment, training,

and placement services in any job training program directly funded, in whole or in part, by DOL. In circumstances where a grant recipient must choose between two qualified candidates for a service, one of whom is a veteran or eligible spouse, the veterans priority of service provisions require that the grant recipient give the veteran or eligible spouse priority of service by first providing him or her that service. To obtain priority of service, a veteran or spouse must meet the program's eligibility requirements. Recipients must comply with DOL guidance on veterans' priority.

Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. States are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions in 38 USC 4215 and Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009). TEGL No. 10-09 is available at [http://wdr.doleta.gov/directives/corr\\_doc.cfm?DOCN=2816](http://wdr.doleta.gov/directives/corr_doc.cfm?DOCN=2816) .

9. Buy American Notice Requirement: None of the funds made available under Titles I or II of WIOA (Public Law 113-128) or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502-Buy American Requirements.
10. Salary and Bonus Limitations: Under Public Law 113-235, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website (<http://www.opm.gov/policy-data-oversight/pay-leave/salaries-wages/2015/executive-senior-level>) . This limitation shall not apply to contractors providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries of those receiving salaries from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs.  
The payment of any type of incentive, bonus, award, or other financial payment above and beyond salary is prohibited.
11. Executive Order 13333: This agreement may be terminated without penalty, if the stated parties or any subgrantee, or the contractor or any subcontractor engages in "(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative

- agreement; or (iv) acts that directly support or advance trafficking in persons." (22 U.S.C. § 7104(g))
12. Requirements for Conference and Conference Space: Conferences sponsored in whole or in part by stated parties are allowable if the conference is necessary and reasonable for the successful performance of the Federal Award under this Contract. Stated parties are urged to use discretion and judgment to ensure that all conference costs charged to the grant are appropriate and allowable. For more information on the requirements and allowability of costs associated with conferences, refer to 2 CFR 200.432. The NALWDB retains the right to obtain any and all records regardless of physical form from the stated parties about any conference that is funded in whole or in part with WIOA funds.
  13. Seat Belts: Pursuant to Executive Order (EO) 13043 (April 16, 1997), Increasing the Use of Seat Belts in the United States, recipients are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating vehicles, whether organizationally owned or rented or personally owned. In addition, the stated parties must comply with KRS 189.125 "Requirements of use of seat belts, child restraint systems, and child booster seats - Exceptions."
  14. Executive Order 13513: Sec. 4. Text Messaging While Driving by Government Contractors, Subcontractors, and Recipients and Subrecipients. Contractors, subcontractors, and recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government, and to conduct initiatives of the type described in section 3(a) of the Executive Order. In addition, the stated parties must comply with KRS 189.292 "Use of personal communication device prohibited while operating motor vehicle in motion on traveled portion of roadway."
  15. Executive Order 12928: The stated parties are strongly encouraged to provide subcontracting/subgranting opportunities to Historically Black Colleges and Universities and other Minority Institutions such as Hispanic-Serving Institutions and Tribal Colleges and Universities; and to Small Businesses Owned and Controlled by Socially and Economically Disadvantaged Individuals.
  16. Executive Order 13166: Improving Access to Services for Persons with Limited English Proficiency, dated August 11, 2000, and resulting agency guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, stated parties must take reasonable steps to ensure that LEP persons have meaningful access to programs in accordance with DOL's Policy Guidance on the Prohibition of National Origin Discrimination as it affects persons with Limited English Proficiency

[5/29/2003] Volume 68, Number 103, Page 32289-32305. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. Stated parties are encouraged to consider the need for language services for LEP persons served or encountered both in developing budgets and in conducting programs and activities. For assistance and information regarding the parties' LEP obligations, go to <http://www.lep.gov>.

17. Health Benefit Coverage: Stated parties must ensure that use of these funds for health benefits coverage complies with 506 and 507 of Division G of Public Law 113-235, the Consolidated and Further Continuing Appropriations Act, 2015.
18. Flood Insurance: The Flood Disaster Protection Act of 1973, as amended, 42 U.S.C. 4001 et seq., provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within 1 year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DOL support. Lists of flood-prone areas that are eligible for flood insurance are published in the Federal Register by FEMA.
19. Architectural Barriers: The Architectural Barriers Act of 1968, 42 U.S.C. 4151 et seq., as amended, the Federal Property Management Regulations (see 41 CFR 102-76), and the Uniform Federal Accessibility Standards issued by GSA (see 36 CFR 1191, Appendixes C and D) set forth requirements to make facilities accessible to, and usable by, the physically handicapped and include minimum design standards. All new facilities designed or constructed with grant support must comply with these requirements.
20. Hotel-Motel Fire Safety: Pursuant to 15 USC 2225a, the stated parties must ensure that all space for conferences, meetings, conventions or training seminars funded in whole or in part with federal funds complies with the protection and control guidelines of the Hotel and Motel Fire Safety Act (P.L. 101-391, as amended). Stated parties may search the Hotel Motel National Master List at <http://www.usfa.dhs.gov/applications/hotel/> to see if a property is in compliance, or to find other information about the Act.
21. Prohibition on Contracting with Corporations with Felony Criminal Convictions: The stated parties are prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

22. Prohibition on Contracting with Inverted Domestic Corporations: No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b) or any subsidiary of such an entity. Waivers to this prohibition may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
  23. Prohibition on Providing Federal Funds to ACORN: These funds may not be provided to the Association of Community Organizations for Reform Now (ACORN), or any of its affiliates, subsidiaries, allied organizations or successors.
  24. Profit: Pursuant to 2 CFR 200.400(9), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators or service providers which are for-profit entities.
  25. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: Stated parties may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.
  26. Legal, Accountant, and Consultant Fee limitations: All legal, accountant and consultant fees shall be in accordance with 2 CFR part 200 section 200.435.
- k. Further agree to:
1. Adhere to the U.S. Department of Labor's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this contract.
  2. Adhere to 29 C.F.R. § 97.34 if any copyright material is developed in the course of or under this contract. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include,

but are not limited to, the right to modify and distribute such products worldwide by any means, electronically or otherwise. Federal funds may not be used to pay any royalty or license fee for use of a copyrighted work, or the cost of acquiring by purchase a copyright in a work, where the NALWDB has a license or rights of free use in such work. If revenues are generated through selling products developed with grant funds, including intellectual property, these revenues are program income. Program income is added to the grant and must be expended for allowable grant activities. If applicable, the following needs to be on all products developed in whole or in part with grant funds:

"This workforce product was funded by a grant awarded by the U.S. Department of Labor's Employment and Training Administration. The product was created by the grantee and does not necessarily reflect the official position of the U.S. Department of Labor. The Department of Labor makes no guarantees, warranties, or assurances of any kind, express or implied, with respect to such information, including any information on linked sites and including, but not limited to, accuracy of the information or its completeness, timeliness, usefulness, adequacy, continued availability, or ownership. This product is copyrighted by the institution that created it. Internal use by an organization and/or personal use by an individual for non-commercial purposes is permissible. All other uses require the prior authorization of the copyright owner."

3. Comply with applicable Codes of Conduct and Conflict of Interest Provisions and the Procurement Standards in 29 C.F.R. § 95.42 and 29 C.F.R. § 97.36. The Second Party also ensures compliance with the conflict of interest provisions in 29 USCA §3122(h).
  4. Comply with the Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 ("FFATA") in a manner by having necessary processes and systems to support the NALWDB's reporting requirements of FFATA. See Training and Employment Guidance Letter (TEGL) No. 11-10 (issued November 15, 2010)  
<http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10acc.pdf>.
- I. Indemnify the First Party and its agents and employees from any and all loss, claims, expenses, actions, causes of action, costs, damages, and obligations, arising from any and all acts of the stated parties, their agents, employees, licensees, or invitees that result in injury to persons, corporations, partnerships, or any other entities. Also, the stated parties agree to indemnify the First Party and its agents and employees from any and all liability, loss, or damage that the First Party may suffer resulting therefrom.  
Provided, however, in the event the stated parties are a state agency or subcontracts from services with a state agency subject to the jurisdiction of the Board of Claims pursuant to KRS 44.070 through KRS 44.160, the state agency's tort liability may be limited to an award from the Board of Claims up to the jurisdictional amount. In the event the Second Party is legally prohibited

from entering into an indemnity agreement, the Second Party shall hold the First Party and its agents and employees harmless from all loss, liability, claims, expenses, actions, causes of action, costs, damages and obligations arising from any and all acts of the Second Party, its agents, employees, licensees, invitees, or participants that result in injury to persons, damage to property, or loss arising from performance of this sub grant agreement.

The undersigned hereby assures and certifies that if selected the bidder's organization is in compliance with all of the Assurances and Certifications where applicable.

---

Name and Title of Authorized Representative

---

Signature

Date

---

Name of Applicant Organization

**Appendix D – Debarment Certification**

**Certification Regarding Debarment, Suspension, and Other Responsibility  
Matters Primary Covered Transactions**

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**Applicant**

**Organization**

---

**Applicant Organization Address**

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

1. The prospective primary participant (i.e. One-Stop Operator) certifies to the best of its knowledge and belief, that it and its principles:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency;
  - b. have not within a three-year period preceding this renewal 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 also statements, or receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of the offenses enumerated in paragraph (1)(b) of this certification; and
  - d. have not within three-year period preceding this application/renewal had one or more public transactions (federal, state or local) terminated for cause or default.
  
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this application/renewal package.

---

Name and Title of Authorized Representative

---

Signature

Date

**Appendix E - Non-Collusion**

**Non-Collusion Affidavit**

Commonwealth of New Mexico

County of \_\_\_\_\_

The respondent is hereby giving oath that it has not, in any way, directly or indirectly, entered into any arrangement or agreement with any other respondent or with any officer of Northern Area Local Workforce Development Board whereby it has paid or will pay to such other respondent or officer or employee any sum of money or anything of real value whatever; and has not, directly or indirectly, entered into any arrangement or agreement with any other respondent or respondents which tends to or does lessen or destroy free competition in the letting of the agreement sought for by the attached response; that no inducement of any form or character other than that which appears on the face of the response will be suggested, offered, paid, or delivered to any person whomsoever to influence the acceptance of the said response or awarding of the agreement, nor has this respondent had any agreement or understanding of any kind whatsoever, with any person whomsoever, to pay, deliver to, or share with any other person in any way or manner any of the proceeds of the agreement sought by this response.

The undersigned certifies that no representative of the corporation has exerted any undue influence on the procurement process, or violated any federal or state procurement, conflict of interests or ethics law in seeking funding under this Request for Proposals:

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print or Type Name

\_\_\_\_\_  
Name of Applicant Organization

Subscribed and sworn to me this \_\_\_\_ day of \_\_\_\_\_

Notary Public \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_  
Commission Expiration Date

**Appendix F – Cost Line Item Budget**

FISCAL AGENT

BUDGET FORM

JULY 1, 2019- JUNE 30, 2020

<b>Item of Expenditure</b>	<b>Requested Funding (\$)</b>
Personnel	
Fringe Benefits	
Travel	
Indirect Costs	
Office Supplies, Printing, and Copying	
Other Costs	
TOTAL	

**Required narrative:** Please explain each line item in detail including any method of calculation.

## **Appendix G – Campaign Contribution Disclosure Form**

### **Campaign Contribution Disclosure Form**

Pursuant to NMSA 1978, § 13-1-191.1 (2006), any person seeking to enter into a contract with any state agency or local public body for professional services, a design and build project delivery system, or the design and installation of measures the primary purpose of which is to conserve natural resources must file this form with that state agency or local public body. This form must be filed even if the contract qualifies as a small purchase or a sole source contract. The prospective contractor must disclose whether they, a family member or a representative of the prospective contractor has made a campaign contribution to an applicable public official of the state or a local public body during the two years prior to the date on which the contractor submits a proposal or, in the case of a sole source or small purchase contract, the two years prior to the date the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor, a family member or a representative of the prospective contractor to the public official exceeds two hundred and fifty dollars (\$250) over the two year period.

Furthermore, the state agency or local public body shall void an executed contract or cancel a solicitation or proposed award for a proposed contract if: 1) a prospective contractor, a family member of the prospective contractor, or a representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or 2) a prospective contractor fails to submit a fully completed disclosure statement pursuant to the law.

**THIS FORM MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.**

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law.

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Person” means any corporation, partnership, individual, joint venture, association or any other private legal entity.

“Prospective contractor” means a person who is subject to the competitive sealed proposal process set forth in the Procurement Code or is not required to submit a competitive sealed proposal because that person qualifies for a sole source or a small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Name of Applicable Public Official: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s) \_\_\_\_\_

(Attach extra pages if necessary) \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (position)

OR—

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title (Position)

## Appendix H

### PROPOSAL INTENT RESPONSE FORM

**RFP Title:**

Please review the Request for Proposal (RFP). Furnish the information requested below and return this page to the Northern Area Local Workforce Development Office Procurement Official identified below:

Attn: Dr. LeAnne Salazar Montoya  
525 Camino de Los Marquez, Suite 250 (Physical)  
1000 Cordova Place, PMB 810 (Mailing)  
Santa Fe, New Mexico. 87505  
ProcurementOfficer@nalwdb.org

Your expression of intent is not binding but will greatly assist us in planning for proposal evaluation. Choose one of the following Options:

- Do intend to submit a proposal  
 Do Not intend to submit a proposal

If you are not responding to this RFP, please provide your reason(s):

---

Please provide the following contact information:

Name (First, Middle Initial, Last): \_\_\_\_\_

Title: \_\_\_\_\_

Organization: \_\_\_\_\_

E-mail: \_\_\_\_\_