



**REQUEST FOR PROPOSAL
FOR
ONE-STOP OPERATOR**

RFP NUMBER OSO-2019001

ISSUE DATE:

November 8, 2019

PROPOSAL SUBMISSION DEADLINE:

December 12, 2019

**Northern Area Local Workforce Development Board
Administrative Offices
525 Camino De Los Marquez, Suite 250
Santa Fe, New Mexico 87505**

1.0 Introduction

The Northern Area Local Workforce Development Board, herein after referred to as the NALWDB (NALWDB), is requesting proposals from qualified firms to serve as the One-Stop Operator in accordance with the Workforce Innovation and Opportunity Act of 2014 (WIOA). As defined by WIOA, this new role will require an entity with expertise, creativity and capability in creating collaborative agreements, strategies, and implementation plans between the Act's required partners: Vocational Rehabilitation, Division of Blind Services, Adult Education and Family Literacy, Migrant & Seasonal Farmworkers, Career and Technical Education, Senior Community Service Employment Program, and Youth Build programs within the 10 county service area.

This RFP is not seeking a provider of career services within NALWDBs One-Stop Centers. NALWDB and New Mexico Workforce Solutions have designated another provider as the entity to manage and provide the career services within the local operating area, including:

- **WIOA Adult, Dislocated Worker and Youth Programs**
- **Wagner-Peyser Employment Services – National Labor Exchange**
- **Local Veterans Employment Programs**
- **Disabled Veteran Outreach Programs**
- **Trade Adjustment Assistance Programs**
- **Unemployment Compensation Programs**
- **Temporary Assistance to Needy Families Programs**
- **Supplemental Nutrition and Assistance Programs**

This RFP is to engage an entity to serve as a coordinator of the required/mandatory partners within the One-Stop systems.

2.0 Background Information

The NALWDB board is one of 4 workforce boards designated by the NM Workforce Solutions department working to implement the strategic vision outlined within the Workforce Innovation and Opportunity Act (WIOA), which is focused on developing an intentional and coordinated workforce development system that is inclusive of community and mandatory partners. NALWDB is the local workforce development board serving Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe, and Taos counties.

The Workforce Innovation and Opportunity Act (WIOA), signed into law on July 22, 2014, sets forth a new vision for the workforce development systems to operate as a comprehensive, integrated, streamlined system that aligns with the needs of business and is a force in helping stimulate local economies. WIOA also sets forth a vision that local workforce development boards serve as strategic leaders developing investments that support regional economies, effective approaches to service delivery, and produce results (WIOA, Subpart C §679.300).

As part of the new law, local workforce boards are required to define the role of the One-Stop Operator and determine how to competitively procure the entity or entities (§678.600 -678.635). NALWDB procured its first One-Stop Operator by July 1, 2017, and is now moving forward to procure a different vendor due to a change in status of its current provider.

- **Mission: To educate and train our workforce to meet the changing needs of Northern New Mexico; To design and implement a locally-delivered workforce development system which**

will enable government, business, education, and labor to provide the Northern Area with a well-trained, highly-skilled and competitive workforce; and to provide a seamless, business-driven system of service delivery that enhances access for all customers.

- Board's Roles and Responsibilities- The board establish policy within the local area; in partnership with the Chief Elected Local Officials (CEO's) develop and maintain a Local Plan for submission to the Governor of the State of New Mexico; promote the partnership of the private sector employers in the state wide workforce investment system; enter in Memoranda of understanding with one-stop partners subject to approval of the CEO's; Select eligible youth service providers by awarding grants or contracts on a competitive basis; identify eligible providers of training and intensive service; develop a budget, subject to the approval of the CEO's; Provide program oversight and monitoring for the WIOA Program in the Local Area, in partnership with the CEO's; Negotiate local performance measures in conjunction with the CEO's and the Governor; Assist the State WIOA Administrative Entity n developing the statewide employment statistics system; Coordinate Local Area WIOA activities with local economic development strategies and develop employer linkages with such activities; Carry out regional planning responsibilities required under WIOA and the New Mexico Workforce Development Act and Perform any and all other duties required of the Board by the CEO's who are parties to the CEO Memorandum of Understanding or by the Governor of the State of New Mexico acting pursuant to the WIOA.
- The Northern Area Local Workforce Development Board (NALWDB) was incorporated in 2001 as a non-profit 501 (c) 3 to operate as the Administrative Entity for workforce funds in the 10 Northern Counties. which include Cibola, Colfax, Los Alamos, McKinley, Mora, Rio Arriba, San Juan, San Miguel, Santa Fe and Taos.

3.0 Provider Requirements - Eligible respondents must meet one of the following criteria:

- A single entity or multiple entities working together to form a consortium entity. If the consortium of entities is comprised of One-Stop career center partners, it must include a minimum of three One-Stop career center partners as described in 20 CFR 678.400;
- A public, private, for-profit, or non-profit organization;
- An institution of higher educations;
- A government agency;
- A community based, non-profit organization or intermediary; or
- Another interested organization or entity which may include a local chamber of commerce or other business organization or a labor organization.

Additionally, if the entity that has been disbarred, suspended or otherwise determined to be ineligible to receive funds by an action of any governmental agency; or the entity has not complied with an official order of any agency of the State of NM Workforce Solutions or the United States Department of Labor to repay disallowed costs incurred during its conducted projects or services; or the entity's previous contract(s) with NALWDB have been terminated for cause; or for any other good and just cause, the entity will not be considered and should not submit a proposal.

4.0 Contract Term

The contract term will be a one-year term, renewable for up to four years, beginning January 1, 2020.

5.0 Scope of Work

NALWDB defines the basic role of the One-Stop Operator as an entity that will coordinate the service delivery of participating One-Stop partners with the 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.

This coordination shall, at a minimum, include the following responsibilities:

- Training Board provider staff.
- Training one stop partner staff.
- Training services offered in the One Stop Center for job seekers.
- Services offered for employers at one stop centers.
- Financial and program reports required.
- Performance metric deliverables.
- One stop center workforce management services as well as activities for ongoing continuing quality improvement of deliverable services.
- Establish linkages between all One-Stop partners to review mission and value alignment.
- Facilitate conversations between partners to establish data sharing agreements and performance tracking between partners.
- Convene meetings to build relationship between and among the partners, and facilitate conversations to streamline processes and create better efficiencies and effectiveness.
- Support discussions between NALWDB and partners regarding infrastructure agreements among partners.
- Develop and assist in execution of Memorandum of Understanding or other required documents that comply with partner funding requirements, delivery models and metrics to track objectives.
- Work with NALWDB staff to conduct meetings with stakeholders to negotiate service delivery commitments.
- Serve as a facilitator between required One-Stop partners and NALWDB to operationalize program coordination activities outlined in MOU.
- Participate in NALWDB community or stakeholder strategic meetings related to partners' service delivery needs and design.
- Report quarterly to the Career Services Committee on progress and specific milestones negotiated via a service contract.

6.0 The One-Stop Operator Deliverables:

The One-Stop Operator, in collaboration with NALWDB, will:

- Facilitate the development of the required One-Stop memorandum of understanding as described in WIOA Section 121 as necessary.
- Document the objectives, delivery model, service offerings and funding streams of all participating required partners.

- Establish a process that defines how the One-Stop partners will coordinate services to refer
 - customers share data and define common metrics to track the success of the efforts of the One-Stop delivery system.
- Establish a process between partners to articulate continuous improvement principles of plan, do, check, and adjust (PCDA) for the joint efforts identified.
- Participate in NALWDB partner strategic meetings relating to program delivery needs and design to ensure the operational delivery of identified strategies.
- Produce monthly reports to include actions taken with respect to each of the deliverables highlighting the metrics, accomplishments, challenges. The One-Stop Operator will meet with NALWDB’s designee monthly to review activities, plan efforts, and coordinate operational activities to partner efforts.
- Attend annual NM Workforce Solutions Development Professional Trainings to become acquainted with useful resources offered to help Workforce systems move forward with WIOA. The trainings will provide a full array of workshops specially selected to help all workforce staff at every level of their organization. Participants will gain a better understanding of how best to perform One-Stop Operator role. The conference also provides opportunities to collaborate on best practices adopted by other One-Stop Operators throughout the state of NM Workforce Solutions.
- One-Stop Operator Continuing Education Training Requirements- Hours required and hours completed.

7.0 One-Stop Operator Qualifications

NALWDB seeks an entity that meets the following qualifications:

- Possesses a strong business acumen and professional presence.
- Ability to work with various demographics in the ten-county region, Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe, and Taos counties.
- Knowledge of workforce development, the Workforce Innovation and Opportunity Act.
- Demonstrated experience in facilitation of distinct groups whose goals and objectives may be similar but do not directly align.
- Proven mediation or negotiation experience.
- Knowledge of the local ten county region that include demographic, economic, and social factors.

8.0 Instructions to Proposers

This RFP is a solicitation and not an offer to contract. Interested parties desiring to provide proposal for services as described in this RFP must submit responses to NALWDB Northern Area Local in the following manner:

- Inquiries regarding this RFP should be submitted electronically to: Procurementofficer@nalwdb.org Please type **“INQUIRY: One-Stop Operator”** in the **subject line**.
- Submit your proposal electronically by attaching documents in PDF format in version compatible to Acrobat PDF. Documents should clearly marked with the respondent’s business name and address.
- **Please type “BID: One-Stop Operator” in the subject line.**

- Proposals **must** be submitted via email no later than 5:00 PM (MST), on **December 12, 2019**. Proposals **must** be addressed to procurementofficer@nalwdb.org
- To maintain integrity of the process, proposers must only submit its questions and proposal to email addresses stated above. Proposers are not to copy or blind copy any other NALWDB officials, employees or board members. Violating these conditions may render a submitted proposal disqualified and subject to no further review.
- Responses by telephone, or fax will not be accepted. Such responses will be rejected as non-responsive, regardless of when such responses are received. Respondents are cautioned that they are responsible for delivery to the specific email address cited above.
- Any proposal may be withdrawn until the date and time set above for final submission of proposals. Any proposals not so withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the services set forth in this RFP, or until one or more of the proposals have been awarded. Preparation costs for responses to this RFP are solely those of the respondent, and NALWDB assumes no responsibility for any of such costs.

9.0 Procurement Timeline

Date	Activities/Events
November 8, 2019- December 8, 2019	<p>RFP will be made available at the NALWDB Northern Area Local Workforce Development Board website:</p> <p>www.northernboard.org</p>
December 9, 2019	<p>Bidders' conference at Northern Area Local Workforce Development Board Offices at 1:00 p.m.</p> <p>Conference Address: 525 Camino de Los Marquez, Suite 250, Santa Fe, NM 87505</p>
December 10, 2019	<p>Final Clarifying/Technical questions concerning the RFP must be received by 3:00 p.m. on 12/10/19 via email at: procurementofficer@nalwdb.org Please type "INQUIRY: One-Stop Operator" in the subject line.</p> <p>Response to all questions will be made available on the NALWDB website: www.northernboard.org</p>

December 11, 2019	Electronic RFP responses are to be submitted in PDF format version compatible Acrobat PDF. Email containing proposal must be received by 5:00 PM MST.
December 11, 2019	Responses reviewed and scored
December 11, 2019	Recommendation to Finance Committee
December 12, 2019	Approved by Board of Directors

10.0 Signature

The proposal shall be signed by a fully authorized individual or official of an organization. For proposals from organizations, the proposal shall also provide the following information: name, title, address, and telephone number of individual(s) with authority to negotiate and contractually bind the Proposer, and the name of the person who may be contacted during the period of proposal evaluation if different from the signatory official.

11.0 Format for preparing the proposal

Proposals in response to this RFP shall adhere to format outlined below:

All proposal must be complete and signed using the provided proposal documents. NALWDB will not return proposals to proposers. All proposals become the property of NALWDB and will be a matter of public record subject to the provisions of chapter 119, NM Workforce Solutions Statutes.

Attachment "A" – Proposal form consists of the following documents.

- Part 1 – Cover Sheet
- Part 2 – Cost/Price Proposal Form

Attachment "B" - Relationship Disclosure Form

Attachment "C" - Vendor General Provisions, Certifications and Assurances

Provided Attachments "A", "B" and "C" must be completed and submitted.

No proposal will be considered that is not:

- a) Complete - If sections or mandated attachments are missing, the proposal will not be considered.
- b) Compatible - The proposal must be compatible with the goals and objectives of this request.

Proposer's submittal shall include a narrative. Information presented within narrative will be used by NALWDB as criteria for evaluating all responses submitted in response to this RFP. The following consideration must be addressed with the narrative:

- 1) Provide statement with a description on how each deliverable will be accomplished and must include the following elements:
 - A review of current memorandums of understanding and address key areas such as data sharing, common metrics and continuous improvement efforts between partners
 - Proposed process for developing a participant referral system for each One-Stop partner
 - Facilitation of ongoing One-Stop partner meetings
 - Articulated strategy of how the WIOA requirements will be accomplished
2. Provide statements of knowledge of WIOA and must include the following elements:
 - Identifies other projects, assignment or work that involved WIOA
 - Provides information on past involvement of one or more required partner programs
 - Has conveyed an understanding of federal guidance and resources available
 - Proven understanding of WIOA intention to collaborate and increase efficiency
 - Articulated comprehension of state and federal metrics
3. Provide statement of the company's qualifications and includes the following elements:
 - Identifies examples of facilitation of distinct groups to gain consensus
 - States how the proposer will work with all five counties
 - Provides expertise of various demographics in the local operation area
 - Skill in mediation or negotiation

4. In addition to Attachment "A" Part 2 – Cost/Price Proposal Form, provide statement describing your company's qualifications in the area of experience, skills, abilities, education and references including the following elements:

- Proposer's cost
- Proposer's background is clearly identified
- If proposer is a for-profit entity, profit is separately stated
- Proposer is agreeable to potential negotiation.
- Proposer has provided at least two (2) references for each key personnel member on similar projects.

12.0 Evaluation Criteria

All complete proposals will be evaluated according to the guidelines set forth in this RFP. All bids will be evaluated based on responsiveness to this RFP.

Negotiations will be started with the bidder(s) whose proposal(s) has been judged most appropriate with regard to all factors, including product quality, cost, and lease-factor ratio. The lowest-priced proposal will not necessarily be selected, as cost is only one of the factors that will be considered. Quality, warranty, and support are other very important considerations. An established history of past satisfactory experience in doing business in NM Workforce Solutions as confirmed by positive evaluations by references, product evaluations from web and print resources, and comparison of the vendor's service proposals will contribute to the selection.

The following criteria will form the basis upon which NALWDB will evaluate proposals. Proposals that meet the mandatory (complete and compliant) requirements, as stated above, will be evaluated with the following:

Criteria	Points
<p><i>Proposer identified a clear strategy on how they will sufficiently address expected One-Stop Operator deliverables</i></p> <p>Considerations:</p> <p>Proposer statement regarding how they will accomplish each deliverable Includes the following elements:</p> <ul style="list-style-type: none"> ❖ A review of current memorandums of understanding and address key areas <ul style="list-style-type: none"> such as data sharing, common metrics and continuous improvement efforts between partners. ❖ Proposed process for developing a participant referral system for each One-Stop partner ❖ Facilitation of ongoing One-Stop partner meetings ❖ Articulated strategy of how the WIOA requirements will be accomplished 	30
<p><i>Proposer sufficiently addressed their demonstrated knowledge of WIOA, operation of state or federal workforce programs, and one or more required partners</i></p> <p>Considerations:</p> <p>Proposer statement of knowledge of WIOA includes the following elements:</p> <ul style="list-style-type: none"> ❖ Identifies other projects, assignment or work that involved WIOA ❖ Provides information on past involvement of one or more required partner programs ❖ Has conveyed an understanding of federal guidance and resources available ❖ Proven understanding of WIOA intention to collaborate and increase efficiency ❖ Articulated comprehension of state and federal metrics 	30
<p><i>Proposer has sufficient qualifications to conduct the scope of services and satisfy all requested requirements to fulfill the role of a One-Stop Operator</i></p> <p>Considerations:</p> <p>Proposer statement of company qualifications includes the following elements:</p>	20

<ul style="list-style-type: none"> ❖ Identifies examples of facilitation of distinct groups to gain consensus ❖ States how the proposer will work with all five counties ❖ Provides expertise of various demographics in the local operation area ❖ Skill in mediation or negotiation 	
<p><i>Proposer compensation is reasonable according to their qualifications in the area of experience, skills, abilities and education.</i></p> <p>Considerations:</p> <p>Proposer statement on compensation includes the following elements:</p> <ul style="list-style-type: none"> Proposer's cost Understanding of proposer's background is clearly identified If proposer is a for-profit entity, profit is separately stated Proposer is agreeable to potential negotiation. Proposer has provided at least two (2) references for each key personnel member on similar projects. 	<p>20</p>
<p><i>Proposer business status is a certified minority-owned, women-owned, veteran-owned business and/or proposer's business is located/operated in a labor surplus designated area.</i></p>	<p>5</p>
<p>TOTAL</p>	<p>105</p>

References

Please refer to the Department of Labor Employment & Training Administration, Training And Employment Letter, WIOA 15-16 that provides information on the requirements to designate a One- Stop Operator found on worldwide web at:

https://wdr.doleta.gov/directives/attach/TEGL/TEGL_15-16_Acc.pdf

13.0 Conditions and limitations of this RFP

The following conditions are applicable to all proposals:

This RFP does not commit or obligate NALWDB to award a contract, to commit any funds identified in this RFP document, to pay any costs incurred in the preparation or presentation of a proposal to this RFP, to pay for any costs incurred in advance of the execution of a contract, or to procure or contract for services or supplies.

NALWDB reserves the right to reject any and all proposals in whole or in part, to waive any informalities or irregularities in the proposals received, and to accept any proposal that is deemed most favorable to NALWDB at the time and under the conditions stipulated in the specifications of this request.

Non-conforming proposals will be considered non-responsive and NALWDB reserves the right to waive informalities and minor irregularities in proposals received. NALWDB reserves the right to request additional information for clarification from potential candidates, or to allow corrections for errors or omissions.

All proposals are subject to negotiation by NALWDB.

NALWDB reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the individual or firm of the conditions contained in this solicitation, unless clearly and specifically noted in the proposal/quote submitted and confirmed in the contract between NALWDB and the individual or firm selected.

NALWDB may require the selected proposer to participate in negotiations, and to submit price, technical, or other revisions for the proposals in writing, which may result from negotiations.

14.0 Important Notice to All Respondents

NALWDB is funded entirely by federal grants. Accordingly, all sums due and payable by NALWDB are subject to ongoing congressional appropriation and actual funding from the U.S. Department of Labor, the U.S. Department of Health and Human Services, the U.S. Department of Agriculture, and the NM Workforce Solutions Department of Economic Opportunity.

15.0 Minority/Women/Veteran Business Enterprises/Labor Surplus Designated Areas

Proposers that qualify as minority-owned, women-owned, veteran-owned enterprises or those operating within a labor surplus designated areas under a federal, state or local government or public authority certification process (**M/W/VETBE/LSA**) are encouraged to submit proposals and to identify themselves as M/W/VETBE/LSA respondents. Any vendor or firm wishing to be considered as such must provide evidence of certified M/W/VETBE/LSA status (such as a copy of the certification letter, etc.).

16.0 Applicability of Sunshine Laws

The Open Meetings Act (OMA) is a state law, which provides the statutory guidelines for conducting public meetings. The Attorney General has the statutory authority to enforce OMA and to ensure that those public meetings covered by OMA are in compliance with state law. In order to assist the public and those that are covered by OMA we have a full printable copy of NM's [OMA Compliance Guide](#) online. The respondents acknowledge that NALWDB is subject to NM's Public Records and Sunshine Laws. Accordingly, materials produced by the respondents under this RFP, as well as certain meetings and other communications, are subject to such laws.

17.0 Appeal Procedure for Procurement Actions

All proposers have the right to appeal the process. Parties wishing to challenge the process may submit their objections in writing to the Chair/ CEO within three business days after the date of notification of intent to award to selected vendors of NALWDB. Appeals must state the specific reason for appeal, and must be based on one or more of the following criteria:

- A clear and substantial error or misstated facts by the rating team upon which the decision was made.
- Unfair competition or conflict of interest in the decision-making process.
- Any illegal or improper act or omission in connection with the solicitation or selection of the proposer.
- Other grounds that may substantially alter NALWDB's award decision.

The NALWDB Chair/CEO will review the appeal and respond within ten days after receipt of the letter from the aggrieved proposer. Failure to file a protest within three business days after the date of notification of intent to award the contract will constitute a waiver of the proposer's right to appeal.

ATTACHMENT "A" – Proposal Form

Part 1 – Cover Sheet

Name of Respondent: :

Business Address:

Phone:

Fax:

Years in Business:

DUNS Number:

FEIN Number:

Name, title and contact information of person authorized to answer any questions about the proposal, negotiate the contract terms and contractually bind the respondent:

Name and Title:

Phone: ()

Fax: ()

Email:

I do hereby certify that this proposal is submitted in accordance with the provisions and conditions outlined, that this firm, acknowledges and accepts the terms and conditions of this RFP/RFQ by tendering an offer to the Northern Area Local Workforce Development Board ; that all the information is complete and accurate, and that this proposal represents a firm and fixed offer to provide the requested services. This offer shall remain valid for a minimum of 90 days. I also certify that the fees in the proposal have been arrived at independently, without consultation, communication, or agreement with any other bidder or with any other competitor for the purpose of restricting competition, as to any matter relating to such fees; and no attempt has been made or will be made by the bidder to induce any other person or organization to submit or not submit a proposal for the purpose of limiting or restricting competition. I further certify that this organization can and will provide and make available, at a minimum, all services described in the proposal.

Signature of Authorized Representative

Date

Printed Name and Title

Proposer's Name:

Part 2 – Cost/Price Proposal Form

Provide all-inclusive flat rate fee for all labor, including associated applicable expenses such as health insurance, workman compensation, materials, equipment, and travel expenditures etc. required to perform One-Stop Operator services in accordance with scope of work (see section 5.0). Profit is not allowed in the delivery of services under awarded contract.

Proposed Flat Rate Fee \$ _____*

Proposed Hours per Week _____

*If proposer is a for profit entity, profit must be stated separately.

ATTACHMENT "B"

Relationship Disclosure Form

Relationship Disclosure Form

The purpose of this form is to document any personal or business relationships between the Respondent (defined below) and any one or more of the following: Joseph Weathers Board Chair & CEO Henry Roybal of NALWDB Northern Area Local; (ii) NALWDB current board of directors; and (iii) an employee of NALWDB. A listing of NALWDB board may be found here:

<https://northernboard.org/board-members>

QUESTIONS AND ANSWERS ABOUT THE RELATIONSHIP DISCLOSURE FORM

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the Respondent and his/her or personal or business relationship, if any, with any NALWDB staff or board member.

In particular, Respondents must disclose whether any of the following relationships exist: (1) Respondent is a relative of a NALWDB staff or board member; (2) a NALWDB member is an employee of Respondent; (3) Respondent is an employee of NALWDB; or (4) Respondent is a business associate of any NALWDB board member.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Respondent means the individual(s) or firm making any proposal pursuant to this RFP/RFQ (and, if Respondent is a law firm, all partners and other equity-level lawyers of the law firm).

Business associate means any person or entity engaged in or carrying on a business or commercial activity with any other person who is a NALWDB staff or board member, whether as an independent contractor, co-owner, partner, member, trustee or beneficiary, joint venture, vendor, consultant, service provider, officer, director or shareholder (excluding shares traded on a regulated national or regional securities exchange).

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors.

Relative means an individual who is related to a NALWDB staff or board member as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great-grandchild, step-grandparent, step-great-grandparent, step-grandchild,

step-great-grandchild, person who is engaged to be married to a NALWDB Principal or who otherwise holds himself or herself out as or is generally known as the person whom a NALWDB Northern Area Local Principal intends to marry or with whom the NALWDB Principal intends to form a household, or any other natural person having the same legal residence as the NALWDB Principal.

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes until a vendor is selected.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record, and may therefore be inspected by any interested person. Also, the information will be made available to the Executive Committee and the Chair /CEO of NALWDB.

This form must be completed by the Respondent. In the event any information provided on this form should change, the Respondent must file an amended form on or before the date the item is considered by NALWDB.

Part I

INFORMATION ON RESPONDENT:

Legal Name of Respondent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone ()

Facsimile ()

Part II

IS RESPONDENT A RELATIVE OF ANY NALWDB NORTHERN AREA LOCAL PRINCIPAL?

YES NO

IS ANY NALWDB PRINCIPAL AN EMPLOYEE OF RESPONDENT?

YES NO

IS RESPONDENT AN EMPLOYEE OF ANY NALWDB PRINCIPAL?

YES NO

IS RESPONDENT A BUSINESS ASSOCIATE OF ANY NALWDB PRINCIPAL?

YES NO

If you responded "YES" to any of the above questions, please state with whom and explain the relationship:

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to the date on which NALWDB awards an agreement. I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty may be guilty of a misdemeanor.

Signature of Respondent _____ Date _____

Print name, title of person, and organization name of individual completing this form:

ATTACHMENT "C"

SUB-RECIPIENT ASSURANCES

NALWDB will not award a contract where Contractor has failed to accept the SUB-RECIPIENT ASSURANCES contained in this section. In performing its responsibilities under this Cost Reimbursement Agreement, Contractor hereby certifies and assures that it will fully comply with the following:

By signing the Agreement, Contractor is providing the assurances and certifications as detailed below:

I. SUB-RECIPIENT ASSURANCES

A. General Agreement

Sub-recipient shall provide services and/or training within the sub-award period and in accordance with the Statement of Work and within the parameters of the Agreement of Payment.

B. Laws and Regulations

1. The Sub-recipient warrants that all its activities and those of its subcontractors under this sub-award shall be conducted in conformance with the Workforce Innovation and Opportunity Act (WIOA), Public Law 113-128, and NM Workforce Solutions's Workforce Innovation Act 2000, Chapter 2000-165, NM Workforce Solutions related laws, and any subsequent amendments; the Statement of Work and all other terms of this sub-award; all applicable Federal, State and local laws, regulations, directives, policies, and instructions as they pertain to this sub-award which are in effect at the inception of this sub-award, or as may be promulgated or amended during its life; and other laws, ordinances, regulations, and licensing requirements including state and federal safety, health, and personal protective equipment requirements. When determining applicability, all programs and activities funded, or otherwise financially assisted, in whole or part, under WIOA and/or NM Workforce Solutions's Workforce Innovation Act 2000, are considered to be programs and activities receiving federal financial assistance.
2. Sub-recipient shall comply fully with non-discrimination and equal opportunity provisions of the following laws:
 - a. Section 654 of the Omnibus Budget Reconciliation Act of 1981 as amended, 42 U.S.C. 9849, which prohibits discrimination on the basis of race, creed, color, national origin, sex, handicap, political affiliation or beliefs;
 - b. The Americans with Disabilities Act of 1990, P.L. 101-336, 42 U.S.C 12181 et seq., which prohibits discrimination on the basis of disability and requires reasonable accommodation for persons with disabilities;
 - c. Executive Order 11246, Equal Employment Opportunity, as amended by EO 11375, and as supplemented in Dept. of Labor regulation 29 CFR parts 33 and 37 as well as 41 CFR part 60, and 45 CFR part 80, if applicable;
 - d. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d et. Seq., which prohibits discrimination on the basis of race, color, and national origin;
 - e. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of disability;
 - f. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et. Seq., which prohibits discrimination on the basis of sex in educational programs;
 - g. the Age Discrimination Act of 1975, as amended, 42 U.S.C. 6101 et seq., which prohibits discrimination on the basis of age;
 - h. Section 188 of the Workforce Innovation and Opportunity Act (WIOA) 29 CFR Part 38, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title I financially-assisted program or activity.

3. Clean Air and Water Act: When applicable, if this sub-award is in excess of \$100,000, Sub-recipient shall comply with all applicable standards, orders, or regulations issued under the Clean Air Act as amended (42 USC 7401), et seq., and the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., as amended.
4. Sub-recipient agrees to comply with the Pro-Children Act of 1994, 20 U.S.C. 6083 (P.L. 103-277), which requires that smoking not be permitted in any portion of any indoor facility used for the provision of federally funded services including health, day care, early childhood development, education or library services on a routine or regular basis, to children up to age 18.
5. Sub-recipient shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State of NM Workforce Solutions's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201).
6. Sub-recipient will comply with the Solid Waste Disposal Act as amended by the Resource Conservation and Recovery Act (42 USC 6962).
7. Sub-recipient will comply with environmental standards which may be prescribed pursuant to the following:
 - a. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;
 - b. Notification of violating facilities pursuant to EO 11738;
 - c. Protection of wetlands pursuant to EO 11990;
 - d. Evaluation of flood hazards in flood plains in accordance with EO 11988;
 - e. Assurance of projected consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 US 1451 *et seq.*);
 - f. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 USC 7401 *et seq.*);
 - g. Protection of underground sources of drinking water under the State Drinking Water Act of 1974, as amended (P.L. 93-523);
 - h. Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
9. Sub-recipient will comply with the Davis-Bacon Act as amended (40 U.S.C. 276a to a-7) and as supplemented by Dept. of Labor (DOL) regulations 29 CFR Part 5; the Copeland Anti-Kickback Act (40 U.S.C. 276c and 18 U.S.C. 874) as supplemented by DOL regulations 29 CFR Part 3; and the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333) as supplemented by DOL regulations 29 CFR Part 5 regarding labor standards for federally assisted construction sub-agreements.
10. Sub-recipient is aware that federal funds may not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement of any building or facility. If any property has been constructed or substantially renovated through the unlawful use of state or federal funds, the federal government shall be entitled to a lien against said property.
11. Sub-recipient shall comply with the provisions of the Hatch Act (5 U.S.C. 1501-1508 and 7328) limiting the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.
12. Lobbying and Religious Activity
No funds made available under this sub-award shall be used for lobbying of federal, state or local legislatures to influence legislation or appropriations; or to raise funds or to promote, assist, or deter union organizing – Byrd Anti-Lobbying Amendment (31 USC 1352), 29 CFR Part 93, and 45 CFR Part 93.

The employment or training of any customer in sectarian activities is prohibited. In addition, no customer shall be employed to carry out the construction, operation or maintenance of any part of any facility that is or will be used for sectarian instruction or as a place for religious worship.
13. Equal Treatment for Faith-Based Organizations
Sub-recipient must comply with the regulations identified in 29 CFR 2, Subpart D.
14. Debarment and Suspension
EO No. 12549 and 12689, Debarment and Suspension, Sub-recipient certifies that they are not on the list of entities on the federal debarment and suspension list and agrees to execute the Debarment and Suspension certification.

15. Drug Free Workplace
Sub-recipient shall comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 701 et seq. and all state and federal implementing regulations.
16. If any part of this sub-award utilizes Welfare Transition (WT) funds, Sub-recipient shall comply with 45 CFR 98, the Temporary Assistance for Needy Families (TANF) Program, 45 CFR parts 260-265, and other applicable federal regulations and policies promulgated thereunder.
17. Sub-recipient agrees that it shall comply with 2 CFR 200 – Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards.
18. Sub-recipient will comply with the Veterans Priority of Service Provisions, 20 CFR 1010, implementing priority of service in qualified job training programs for covered persons as authorized by section 2(a)(1) of JVA 38 U.S.C. 4215.
19. Sub-recipient agrees that it will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing the programs associated with this sub-award.

C. Audits and Monitoring

1. Audit Requirements

A non-Federal entity that expends \$750,000 or more during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with UG § 200.514, Scope of Audit, except when it elects to have a program-specific audit conducted in accordance with § 200.507, Program-specific audits.

2. Monitoring

Sub-recipient shall institute a system for monitoring fiscal and program activities for compliance with this sub-award. Sub-recipient will maintain documentation to verify completion of monitoring activities. The Sub-recipient shall respond in writing to NALWDB monitoring reports and requests for corrective action plans within ten (10) business days after the receipt of the monitoring report from NALWDB.

3. Reports

- a. Sub-recipient shall submit a copy of their independent audit report within thirty (30) calendar days after its receipt by the Sub-recipient, and not later than nine (9) months after the end date of this sub-award.
- b. If an official audit or monitoring report identifies unacceptable accounting practices and/or records management, NALWDB reserves the right to withhold any or all reimbursement from any future payments to the Sub-recipient until such time as the accounting practices and/or records management are improved to the satisfaction of NALWDB.

D. Record Keeping

Sub-recipient shall be responsible for maintaining all financial records, statistical records, property records, customer records, supporting documentation, and any other documents (including electronic storage media) pertinent to this sub-award for a period of five (5) years from the date of the final payment of this sub-award, or until all audits are complete and findings on all claims have finally been resolved, whichever is longer. Records for equipment shall be maintained beyond the prescribed period if necessary to ensure that they are retained for five (5) years after final disposition of the property.

Sub-recipient will cooperate with NALWDB to facilitate the duplication and/or transfer of any said records or documents during the required retention period. If the Sub-recipient is unable to retain the records for the required period, the Sub-recipient will notify NALWDB in writing and request instructions. Sub-recipient shall not dispose of any records without the prior written consent of NALWDB.

E. Access to Records

1. **At any time during the term of this Agreement, or at any time during the record retention period following termination of this Agreement, Sub-recipient shall make all contracts, invoices, payroll records, personnel files, and any and all other records relating to the program, funded by this Agreement, available and shall permit the Secretary of Labor, Comptroller General, the Governor, NALWDB Northern Area Local or their designated representatives to conduct on site evaluations, audits, investigations, and monitor program performance to ensure compliance with the terms of the Agreement and amendments hereto.**
2. **Sub-recipient shall make original and/or certified copies of any statements, records, reports, plans, information, documents, maps or other data used, produced, or developed by Sub-recipient pertaining to any program funded by this Agreement or amendment hereto, available to NALWDB, the Comptroller, General of the United States, the federal government and/or the Governor or their designated representatives at any time upon reasonable notice and at no cost for the purpose of auditing, monitoring, reviews, investigation, survey or examination, even though, the Sub-recipient may at the time of the request no longer be operating programs for NALWDB or be a Sub-recipient of NALWDB.**

3. **Sub-recipient must make all records described in this Agreement available to NALWDB, the State or the Federal government in Orange County, NM Workforce Solutions.**
4. **Sub-recipient shall assure that program and fiscal records are available to the monitors at the time of the start of all monitoring visits. NALWDB shall provide Sub-recipient with a schedule of the monitoring visits.**
5. Sub-recipient agrees that when requested, Sub-recipient shall furnish any requested records to NALWDB within ten (10) days of the request. Failure to comply may result in NALWDB's withholding any Sub-recipients until such time that the Sub-recipient until such time that the Sub-recipient complies with the request.

F. Data Sharing (Non-Disclosure) and Confidentiality

All sub-recipients, and any subsequent sub-contractors and their employees or agents (who are) granted access to confidential data, agree to maintain the confidentiality of employer, employee, claimant, and participant identity and all related information, pursuant to State and Federal regulations, unless such information has been exempted from non-disclosure for business purposes in accordance with State or Federal law, or a lawful and proper authorization has been obtained from the employer, employee, claimant or participant. Proper authorization and disclosure shall include requirements and limitations established by law specified in 20 CFR 603, and sections: 443.1715 and 443.171(5), NM Workforce Solutions Statutes.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents who have access to confidential information are required to sign and comply with an Individual Non-Disclosure and Confidentiality Certification. Sub-recipient or agents granted access to electronic data systems used in the delivery of services must also sign a confidentiality access agreement for systems access privileges. Sub-recipient must inform NALWDB immediately of any employees who are terminated or are no longer in need of system access.

Sub-recipients, and any subsequent sub-contractors, and their employees or agents, are not to make copies of confidential documents or to access, allow access to, and/or use any confidential information for personal intent or any purpose other than in performance of their official public duties according to federal and state laws.

All documents, papers, computer files and other electronic media such as discs, thumb drives, laptops, and letters or other materials made, copied, or received in conjunction with this sub-award are subject to the applicable legal requirements for maintaining confidentiality and security of data in conformance with Federal, State, and local laws. Public access to records – unless covered by confidentiality rules – shall be in accordance with Chapter 119.021, NM Workforce Solutions Statutes, regarding custodial requirements, and all other applicable laws or regulations.

Information may be made available to other NALWDB partners to affect the appropriate delivery of services to the customer.

G. Internal Financial Control

1. Sub-recipient shall be responsible for implementing procedures and internal financial controls governing the management and utilization of the funds provided hereunder. Sub-recipient shall maintain its books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by NALWDB under this sub-award.
2. Sub-recipient shall track costs in sufficient detail to determine compliance with applicable laws and regulations and to ensure that the funds have not been unlawfully spent. All expenditures must be in accordance with Uniform Guidance.
3. Sub-recipient shall maintain separate accounting records for funds received and expended under this sub-award.
4. Salary Cap: Sub-recipient shall comply with Public Law 109-234, Section 7013 regarding Salary Cap as it pertains to individuals employed under this sub-award with NALWDB. Annual certification will be required for submission with documentation during the contract period.

H. Invoices and Contract Close-out

All invoices and the contract close-out report shall be submitted to NALWDB Northern Area Local (NALWDB), 525 Camino de Los Marquez; Santa Fe, NM 87505, including, but not limited to:

1. **Invoice: In order to receive payment Sub-recipient shall submit an accrual by the tenth (10th) calendar day following the end of each month, and an invoice to NALWDB by the twentieth (20th) calendar day following the end of each month. Invoices are generally paid within thirty (30) days of receipt. The invoice shall be for allowable costs as described in Sub-recipient's budget and as governed by the rules applicable to the funding streams and grants awarded to Sub-recipient. The invoice must be accompanied by all documentation necessary to substantiate the expenses for which is seeking reimbursement, including but not limited to supporting documentation deemed acceptable by NALWDB. Invoices containing costs not supported by the proper documentation or items not detailed in Sub-recipient's line item budget shall be paid minus the expenditures lacking the documentation or not included**

with the submission of the invoice. Accuracy and timeliness of the invoices shall be a factor in recommendations for future renewals made to NALWDB's governing boards.

2. Invoices must be submitted no later than the twentieth (20th) calendar day following the end of the month for which Sub-recipient is seeking reimbursement. Invoices submitted more than fifteen (15) calendar days following the termination of NALWDB program year, which is June 30 of each year, will be honored at NALWDB's discretion. If accrual or invoice due date occurs on a weekend, then the due date occurs on a weekend, then the due date shall be the Friday prior.
3. Sub-recipient agrees to maintain and provide the following documentation to NALWDB, along with Sub-recipient's invoice for payment. Sub-recipient understands that invoices submitted without the below described documentation will not be honored.
 - a. Original and completed monthly Invoice, reflecting the appropriate time period and signed by an authorized Sub-recipient.
 - b. General or Accounting Ledger accurately reflecting all amounts billed; OR copies of paid invoices and copies of canceled checks for reimbursement of supplies, equipment, travel, expenditures). For mileage reimbursement requests, Sub-recipient shall use the NALWDB mileage form or their own form which contains the same information. Mileage from home to work will not be reimbursed. Sub-recipient is limited to the NALWDB rate when reimbursing its staff for mileage. Supporting explanations and/or calculations must be included to sufficiently verify ledger entries and to reconcile ledger line items to corresponding line items on the Request for Payment. All costs billed must be incurred and paid.
 - c. For payroll costs, payroll ledger/register reflecting allocation of staff time among cost categories and signed by an authorized Sub-recipient official for reimbursement of salaries and benefits and signed by employee as well as immediate supervisor and time and attendance sheets for each person billed under the Agreement. Time sheets and payroll ledger should be submitted in a timely manner and coincide with payroll processing dates. For those persons not working solely for the purpose outlined in the contract, a timesheet must be submitted indicating actual hours worked as billed. Hours cannot be based on percentage of time or based on budget; Supporting explanations and/or calculations sufficiently verifying ledger entries, and reconciled ledger line items to the corresponding line items on the Request for Payment.
 - d. Sub-recipient will submit supporting detail for fringe benefits billed upon request by NALWDB. Amounts billed for fringe benefits will be limited to actual costs.
 - e. Detailed tapes and/or highlighted numbers on the invoices to support amounts listed on the payment requests must be included.
 - f. For proprietary materials such as books and supplies, Sub-recipient shall provide signed receipts from students acknowledging delivery of the materials for which NALWDB is being charged.
 - g. For reimbursement of rental and utility charges (if applicable), Sub-recipient shall provide a copy of the lease and, as appropriate, a copy of the entire phone bill, utility bill, and/or rental Agreement.
 - h. For reimbursement of participant activities Sub-recipient shall provide participant attendance records and/or time sheets, participant payroll records, if applicable, participant competency tests, and any other documentation deemed necessary by NALWDB.
 - i. Any changes to the budget above a 10% variance in line items will require a contract modification.
 - j. The Sub-recipient, upon final payment of amounts due under this Agreement, less any credits, refunds, or rebates due to NALWDB, hereby releases and discharges NALWDB from any financial claims arising from this Agreement.

The Sub-recipient shall comply with all provisions of NALWDB's Contract Closeout Procedures.

4. Program Income Report: Program Income is defined as any revenues generated through activities funded under a sub-award in excess of costs.

In a cost reimbursement sub-award with holdback, any sub-award revenues in excess of expenditures shall constitute program income and shall be spent on program related activities within the sub-award period or returned to NALWDB as part of the sub-award closeout.

I. Disallowed Costs/Return of Funds

1. Sub-recipient shall be liable to NALWDB for any disallowed or questioned costs that Sub-recipient or NALWDB incurs as a result of Sub-recipient expending funds in violation of this Agreement or in violation of the appropriate federal, state or local statutes, regulations, rules, policies, or procedures.
2. Disallowed or questioned costs may be identified through a monitoring report, investigation, review, or audit. Disallowed or questioned costs shall be refunded and promptly repaid to NALWDB by Sub-recipient within thirty (30) days of the issuance of the report.
3. If this or any other Agreement is in effect at the time of the identification of a questioned or disallowed cost, or a credit that is due NALWDB, NALWDB may deduct the amount disallowed/ questioned from any reimbursements or payments due Sub-recipient.

J. Insurance

The Sub-recipient shall maintain during the term of this Agreement, the insurance and bonding specified below in addition to providing insurance coverage for all property purchased with NALWDB funds in the event of loss or damage and shall list NALWDB as the named insured with regard to such property.

1. **Third Party Liability:** Insurance on a negligence basis, including injuries and accidental death to any person in an amount not less than three hundred thousand dollars (\$300,000.00) and subject to the same limit for more than one (1) person in an amount not less than one hundred thousand dollars (\$100,000.00) on account of one (1) accident.
2. **Fidelity Bond:** Sub-recipient shall secure Fidelity Insurance to provide coverage under this contract or in the event that Sub-recipient has several contracts with NALWDB. The fidelity bond shall be equal to the highest monthly advance or reimbursement expected to be received by the Sub-recipient. The policy shall name the officers, directors and those employees in positions allowing for access to or control of program funds provided for by this Agreement. The Sub-recipient agrees to reimburse NALWDB for any loss incurred by NALWDB under this Agreement. Sub-recipient shall be liable for any sums not covered and/or paid by their insurer.
3. **Property Damage:** Sub-recipient shall maintain property damage insurance in an amount not less than one hundred thousand dollars (\$100,000.00) for damage on account of any one (1) accident and in an amount not less than fifty thousand dollars (\$50,000.00) for damages on account of all accidents.
4. **Non-Owner Coverage:** Sub-recipient shall maintain non-owner vehicle insurance coverage and shall name NALWDB as an additional insured.
5. **Directors and Officers, Employment Practice Liability and Errors and Omission Coverage:** Non-governmental Sub-recipients shall maintain Directors and Officers Liability Insurance, which shall include Employment Practice Liability and Errors and Omission Coverage. Errors and Omission Coverage may not be paid for with WIOA funds. Coverage shall be in the amount of at least one million dollars (\$1,000,000.00) and shall name NALWDB as an additional insured.
6. **Certificates of Insurance:** The Sub-recipient shall make available to NALWDB upon request, Certificates of Insurance and Bonding prior to commencing any operations under this Agreement with such certificates clearly indicating that the Sub-recipient has obtained insurance and bonding in the amounts, type and classifications specified in this section and naming NALWDB as an additional insured.
7. **Addition of NALWDB Northern Area Local as a Named Insured:** All insurance coverage required by NALWDB under this Agreement shall cite NALWDB as an additional insured under the policy. In the event the policy is cancelled NALWDB shall have the right to cancel this Agreement.
8. **Failure to Maintain Insurance:** Sub-recipient shall not cancel, materially change, or not renew insurance coverage's affecting this contract before final payment by NALWDB is made to the Sub-recipient. Sub-recipient shall notify NALWDB in writing, of any material reduction or exhaustion of aggregate limits. Any exposure realized as a result of being underinsured will be covered by the Sub-recipient with non-federal funds. Failure to maintain the insurance coverages required herein, may result in termination of the contract.

K. Purchasing

All purchasing of goods and services must be in compliance with NALWDB procurement guidelines or Sub-recipient's procurement policy, if the Sub-recipient's policy is approved in advance. Records must be maintained to document procurement efforts to comply with this requirement.

L. Equipment

The use of sub-award funds to purchase equipment, as defined in Uniform Guidance, is prohibited without prior written approval of NALWDB.

Equipment or products approved for purchase must comply with the Buy American Act as defined in P. L. 103-335, § 507.

M. Use of Supplies

Any consumable supplies purchased under this sub-award, or provided by NALWDB for use in delivering the services under this sub-award, shall be used exclusively for program purposes unless an "other-use" agreement has been made part of this sub-award.

N. Copyrights, Patent Rights and Rights to Data

Sub-recipient agrees that NALWDB, the State, and the federal government shall have a royalty free, nonexclusive and irrevocable license to reproduce, publish or otherwise use a copyright or patent or rights in data in any work developed in whole or in part with contract funds.

Sub-recipient agrees that NALWDB, the State, and the federal government shall have a royalty free and nonexclusive and irrevocable license to reproduce, publish, or otherwise use the copyright or patent or rights in data for any copyright, patent or rights in data that Sub-recipient purchases with contract funds.

NALWDB may utilize products as described above in conjunction with fee for service activities developed or operated by NALWDB.

Sub-recipient agrees to comply with this section regardless of whether or not a copyright or patent has been secured or applied for in connection with the materials, products, rights in data, intellectual property or other similar materials or part thereof developed in whole or in part with funds made available under this Agreement.

Any breach of this section shall entitle NALWDB to damages at least equal to the fair market value of the materials, products, rights in data, intellectual property or other similar materials or part thereof and such other damages including punitive damages as a court may award.

Curriculum materials developed and copyrighted with non-contract funds but which may be used for this project are not subject to this section.

O. Public Records

To the extent Sub-recipient is acting on behalf of NALWDB:

- 1. Keep and maintain public records required by NALWDB to perform the services under this Agreement.**
- 2. Upon request from NALWDB's custodian of public records, provide NALWDB with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost allowed by law.**
- 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Agreement term and following completion of the Agreement if the Sub-recipient does not transfer the records to NALWDB.**
- 4. Upon completion of the Agreement, transfer, at no cost, to NALWDB all public records in possession of Sub-recipient or keep and maintain public records required by NALWDB to perform the service. If the Sub-recipient transfers all public records to NALWDB upon completion of the Agreement, the Sub-recipient shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Sub-recipient keeps and maintains public records upon completion of the Agreement, the Sub-recipient shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to NALWDB, upon request from NALWDB's custodian of public records, in a format that is compatible with the information technology systems of NALWDB.**

If the Sub-recipient fails to provide the public records to NALWDB within a reasonable time the Sub-recipient may be subject to penalties allowable by the law. Further, NALWDB may exercise any remedies at law or in equity, including, without limitation, the right to (i) impose sanctions and assess financial consequences, (ii) withhold and/or reduce payment, and (iii) terminate this Agreement in accordance with the terms hereof.

IF THE SUB-RECIPIENT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, NM WORKFORCE SOLUTIONS STATUTES, TO THE SUB-RECIPIENT PROVIDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT NALWDB'S CUSTODIAN OF PUBLIC RECORDS (Dr. LeAnne Montoya, Executive Director), Contact Information: (505)986-0363, procurementofficer@nalwdb.org or 525 Camino de Los Marquez, Suite 250, Santa Fe, NM 87505.

P. Assignment and Subcontracts

Sub-recipient shall not subcontract, assign, or transfer any rights or responsibilities under this sub-award, or any portion thereof, without the prior written approval of NALWDB, unless otherwise authorized by this sub-award. Sub-recipient shall submit a written subcontract to NALWDB for approval prior to its execution. Including the names of potential subcontractors in a response to a request for proposal does not relieve the Sub-recipient from obtaining this written approval.

NALWDB reserves the right to reject the subcontracting of certain services or training and the use of particular subcontractors.

In no case shall such approval from NALWDB relieve the Sub-recipient from its obligation under this sub-award, or change the terms of this sub-award. The Sub-recipient shall ensure that all applicable provisions of this sub-award are binding upon all approved subcontractors. It is understood that NALWDB shall not be liable to any subcontractor(s) for any expense or liabilities incurred under the subcontract.

Q. Conflict of Interest

Sub-recipient asserts and assures that they did not solicit, pay, or offer some other form of consideration to any NALWDB Board Member, NALWDB staff person, or other elected official or public officer in order to obtain this contract award.

Sub-recipient asserts and assures that it is in compliance with the WIOA and other federal and state applicable conflict of interest restrictions.

Sub-recipient agrees to abide by NALWDB's Code of Conduct or with its own organizational Code of Conduct so long as it meets the minimum standard set forth within NALWDB's own Code of Conduct.

Neither Sub-recipient nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Sub-recipient's loyal and conscientious exercise of judgment related to performance under this Agreement.

Sub-recipient agrees that none of its officers or employees shall during the term of this Agreement serve as an expert witness against NALWDB, the NALWDB Consortium of Elected Officials, in any legal or administrative proceeding in which he or she is not a party unless compelled by court process, nor shall such persons give sworn testimony or issue a report or writing as an expression of his or her expert opinion which is adverse or prejudicial to the interests of NALWDB in connection with any such pending or threatened legal or administrative proceeding. The limitations of this section shall not preclude such persons from representing themselves in any action or in any administrative or legal proceeding.

In the event Sub-recipient is given written authorization from NALWDB to utilize subservice providers to perform any services required by this Agreement. Sub-recipient agrees to prohibit such subservice providers by written contract, from having any conflicts as within the meaning of this section.

R. Indemnification

Indemnification Applicable to State Agencies and Governmental Entities:

If Sub-recipient is a state agency as defined by NM Law, NM Workforce Solutions Statutes, Sub-recipient agrees to be fully responsible for acts and omissions of its agents or employees to the extent permitted by law. Nothing herein is intended to serve, as a waiver of sovereign immunity as applicable. Nothing herein shall be construed as consent by Sub-recipient as a political subdivision of the State of NM Workforce Solutions to be sued by third parties in any matter arising out of this or any other contract, this Agreement or any part thereof. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by NALWDB any sums due Sub-recipient under this Agreement may be retained by NALWDB until all of NALWDB's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of NALWDB.

Indemnification Applicable to Private-For-Profit, Public-Not-for-Profit and Private-Not-for-Profit Entities:

Sub-recipient shall at all times hereafter indemnify, hold harmless and, at NALWDB's option, defend or pay for an attorney selected by the Chair & CEO to defend NALWDB, its officers, agents, servants, and employees against any and all claims, losses, liabilities, and expenditures of any kind, including attorney's fees, court costs, and expenses, caused by a negligent act or omission of Sub-recipient, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. The provisions of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by NALWDB any sums due Sub-recipient under this Agreement may be retained by NALWDB until all of NALWDB's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved; and any amount withheld shall not be subject to interest payments on the part of NALWDB.

S. Health and Safety

Health and safety standards, including Child Labor Laws, established under state and federal law, otherwise applicable to working conditions of employees shall be applicable to working and training conditions of customers served under this sub-award. Where customers or employees covered under this sub-award are engaged in activities not covered under the Occupational Health and Safety Act of 1970, 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 their health or safety.

T. Grievance and Complaint Procedures

Sub-recipient agrees to provide program participant's access to the NALWDB grievance procedures for participants in NALWDB funded programs with respect to a non-criminal grievance or complaint arising in connection with WIOA programs operated by Sub-recipient other than civil rights complaints. Sub-recipient agrees to be bound by any decision arrived at as a result of taking part in the procedure. With respect to WIOA participants, the final resolution of the grievance must be within sixty (60) days of the filing of the formal grievance or complaint as per the WIOA Regulations.

Sub-recipient agrees to comply with the grievance procedures applicable to Providers in the event of a grievance with respect to NALWDB.

Whenever NALWDB forwards or notifies Sub-recipient of customer complaints about the workforce system received from the State or other external sources Sub-recipient shall assist NALWDB in investigating the complaint in a timely manner, and agrees to take appropriate action to resolve the complaint as shall be determined by NALWDB.

Hearings regarding grievances in which a finding is made in Sub-recipient's favor are subject to state and federal approval and Agreement. If the State and/or federal oversight entity does not agree with the finding, whether it is regarding a participant complaint or a questioned or disallowed cost as a result of a monitoring or audit finding, Sub-recipient shall comply with the State or federal determination and in the event of a questioned or disallowed cost Sub-recipient shall be liable to NALWDB for repayment of the cost

which has been questioned or disallowed.

U. Sponsorship: Public Announcements and Advertising

Sub-recipient shall not publicize, advertise, or describe the training and/or services funded under this contract, without prior approval from NALWDB. The Sub-recipient agrees to use the NALWDB brand name, and will adhere to all marketing strategies implemented by NALWDB. Sub-recipient agrees that when issuing statements, press releases, request for proposals, bid solicitation, and other documents describing the project or programs funded in whole or in part under this Agreement, Sub-recipient shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money under this Agreement and (2) the dollar amount of Federal funds for the project or program in accordance with P.L. 103 – 333 § 508.

V. Knowledge of Terms of this Contract

The Sub-recipient shall take such actions as are necessary to ensure the knowledge and understanding of the terms of this sub-award by all staff of the Sub-recipient and any subcontractor(s).

W. Code of Conduct

Sub-recipient shall maintain written standards of conduct governing the performance of its employees engaged in the award and administration of this sub-award as identified in 29 CFR 95.42.

X. Incident Reporting

Known or suspected incidents of fraud, program abuse or criminal conduct shall be reported to NALWDB immediately.

Y. Enforcement of Contract Provisions

The failure of NALWDB to strictly enforce any of the provisions of this sub-award, or to require strict performance by the Sub-recipient of any provision herein, shall in no way be construed to be a waiver of such provisions or the validity of this sub-award or any part hereof, or waive the right of NALWDB to thereafter enforce each and every provision herein.

Z. Warranty

The Sub-recipient covenants and warrants:

1. It is lawfully organized and constituted under all federal, state and local laws, ordinances and other authorities of its domicile and otherwise in full compliance with all legal requirements of its domicile;
2. It is possessed of the legal authority and capacity to enter into and perform this contract;
3. It is duly authorized to operate and do business in the State of NM Workforce Solutions; and,
4. It has no present interest, nor shall it acquire any interest, which would conflict in any manner with its duties and obligations under this sub-award.

Name and Title of Authorized Representative

Signature of Authorized Representative

Organization/Business Name

Date