

## REQUIRED CERTIFICATIONS AND DOCUMENTS INFORMATION

Answer the questions as they apply to your organization. Circle the correct response, fill in the blank or place an "x" in the blank(s) as appropriate. Additional explanation(s) may be attached to this page, citing the item being referenced.

1. Is the organization owned or controlled by a parent company? (Not applicable to a public entities)  
**YES NO N/A**
2. Federal Employer's ID Number (FEIN) \_\_\_\_\_ New Mexico UI NO.
3. Is the organization a: \_\_\_ public agency, \_\_\_ corporation \_\_\_ sole proprietorship, \_\_\_ profit or \_\_\_ not for profit?
4. Is the organization a: \_\_\_ small and/or \_\_\_ minority/female-owned business. (Not applicable to public entities.)
5. Is the organization registered with state or local licensing authorities? **YES NO N/A**
6. What is the name of the person(s) who can bind the organization contractually and/or is authorized to negotiate on behalf of the organization?  
NAME: \_\_\_\_\_ TITLE: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_
6. Is your organization bound by federal, state, or local affirmative action/EEO rules?  
**YES NO N/A**  
(Note: a statement to abide by all affirmative action guidelines will be attached to contracts)
8. Is your organization a Drug Free Workplace? **YES NO**
9. Is your organization now, or has it ever been debarred or suspended under federal and/or state rulings from participating in receipt of funds under a contract? **YES NO**
10. Do you certify that your organization will not enter into contracts with subcontractors who are debarred or suspended from federal and/or state transactions? **YES NO**
11. The organization agrees not to use contract funds to lobby. **YES NO**
12. Does the organization have the financial capacity and accounting systems necessary for the project? **YES NO**

13. Does the organization carry worker's compensation coverage for its employees?  
**YES NO N/A**
14. Are you able to provide audits, financial statements and/or other proof of fiscal accountability and stability to the Eastern Area Workforce Development Board? **YES NO**. If "no" attach explanation.
15. Does the organization have any **financial relationship** with any member of the Board of Directors, its standing committees and/or staff of the Eastern Area Workforce Development Board. **YES NO**  
If "yes" attach an explanation.

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SIGNATURE

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TITLE:

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DATE

CERTIFICATION ON DEBARMENT, SUSPENSION AND OTHER MATTERS

The proposer certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a Federal department or agency.
2. Have not within a three-year period preceding this proposal been convicted or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) within commission of any of the offense enumerated in paragraph (1)(B) of this certification;
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
5. Where the proposer is unable to certify to any of the statements in this certification, such prospective participant shall attach a written explanation to this certification.

Signature: \_\_\_\_\_

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

Date: \_\_\_\_\_

DRUG-FREE WORKPLACE CERTIFICATION

We will provide a Drug Free Workplace in compliance with the Drug Free Workplace Act of 1988. The unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited on the premises of the \_\_\_\_\_(proposing organization) or any of its facilities. Any employee who violates this prohibition will be subject to disciplinary action with this policy.

\_\_\_\_\_  
Signature of Signatory Authority

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

FINANCIAL CAPABILITY CERTIFICATION

1. Does the organization have a financial management system capable of tracking and accounting for funds received and disbursed?  
\_\_\_\_\_YES \_\_\_\_\_NO

If No, explain: \_\_\_\_\_

2. Does the organization have the fiscal capability of providing services pending payment or reimbursement? \_\_\_\_\_YES \_\_\_\_\_NO

If No, explain \_\_\_\_\_

3. Has the organization had finding with disallowed costs from prior monitoring or audit reviews: \_\_\_\_\_YES \_\_\_\_\_NO

If Yes, Explain (Attach additional sheet if necessary): \_\_\_\_\_

4. Have all findings from prior audits been resolved? \_\_\_\_YES \_\_\_\_NO \_\_\_\_NA

Explain the resolution (Attach additional page if necessary) \_\_\_\_\_

I certify that the above answers are true and represent an accurate picture of this organization's financial capability.

\_\_\_\_\_

Signature \_\_\_\_\_ Date: \_\_\_\_\_

Typed Name: \_\_\_\_\_ Title: \_\_\_\_\_

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned to any person for influencing or attempting to influence an officer or employee of an agency, a member of congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any non-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 cooperating agreement, the undersigned shall complete a submit Standard Form-LL “ Disclosure Form to Report Lobbying,” in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all 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 the same accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, US Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

SIGNATURE \_\_\_\_\_

Title \_\_\_\_\_

Typed Name \_\_\_\_\_

Date: \_\_\_\_\_

NON-DISCRIMINATION AND EQUAL OPPORTUNITY CERTIFICATION

As a condition of award of this contract, the applicant assures, with respect to operation of the program or activity and all agreements or arrangements to carry out the program or activity, that it will comply full with the nondiscrimination and equal opportunity provisions of Title IV, Part A of the Social Security Act as amended by the Balanced Budget Act of 1997, The Workforce Investment Act of 1998, including Title IV of the Civil Rights Act of 1964, as amended; the non-traditional Employment for Women Act of 1973 as amended; the Age Discrimination Act of 1975, as amended; title IX of the Education Amendments of 1972 as amended; and with all applicable requirements imposed by or pursuant to regulations implementing those laws, including but not limited to 29 CFR Part 34.

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Date

## ASSURANCES

I recognize that I must give assurance for each item below. If I cannot, this proposal will be automatically rejected. These assurances are:

1. I am authorized by my Board of Directors, Trustees or other legally qualified officer, or the owner of this agency or business to submit this proposal.
2. We are not currently on any Federal, State of New Mexico or local debarment list.
3. We will provide records to show that we are fiscally solvent, if needed.
4. We have, or will have, all of the fiscal control and accounting procedures needed to ensure that WIA funds will be used as required by law and contract.
5. We have additional funding sources and will not be dependent on WIA funds alone.
6. We will meet all applicable Federal, State and local compliance requirements. These include but are not limited to:
  - a. Records accurately reflect actual performance.
  - b. Maintaining record confidentially, as required.
  - c. Reporting financial participant and performance data as required.
  - d. Comply with Federal, State non-discriminatory provisions.
  - e. Meeting requirements of Section 504 of the Rehabilitation Act.
  - f. Meeting all applicable labor law, including Child Labor Law standards.

We will not:

7. Place a youth in a position that will displace a current employee.
8. Use WIA money to assist, promote or deter union organizing.
9. Use funds to employ or train a person in sectarian activities.
10. Use funds for youth in the construction, operation or maintenance of any part of a facility to be use for sectarian instruction or religious worship.
11. Use WIA funds for activities that would interfere with or replace regular academic requirements for eligible youth who are not dropouts.
12. Use WIA funds to carry out programs funded under the School-to-Work Opportunities Act of 1994.

The subrecipient warrants that:

It shall establish and maintain a separate book of accounts, which identifies any/all EAWDB funds received.

1. No WIA funds received shall be co-mingled with any of the Subrecipient's non-WIA funding.
2. It shall establish and maintain a separate book of accounts for expended WIA funds including "program income."
3. The cost of pricing data submitted, either directly or indirectly in writing to the EAWDB is accurate, complete and current as of the date of this Agreement.

I hereby assure that all of the above are true.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

STANDARD GENERAL PROVISIONS AND ASSURANCES

A. OUTREACH AND RECRUITMENT

The subrecipient shall have final responsibility for outreach and recruitment of eligible participants for the services to be delivered pursuant to this Agreement and to ensure that an adequate number of participants are enrolled for the performance of such services.

B. SELECTION OF PARTICIPANTS

1. The subrecipient shall select participants for its program from among individuals who have met WIA's eligibility requirements and who meet the eligibility requirements set forth in the Statement of Work.
2. Participant selections shall be in conformance with the non-discrimination provisions of these General Provisions.
3. If, in the opinion of the Eastern Area Workforce Development Board (EAWDB), the subrecipient fails to conform in the selection of participants to the provisions of this Agreement, the EAWDB may require the Subrecipient to establish and conform to a corrective action plan for the selection of participants, or may revoke the Subrecipient's privilege to select participants for the program(s) operated by the subrecipient..
4. The subrecipient shall have final responsibility for the selection of participants in accordance with the referral criteria in the Workforce Investment Act, and holds harmless the EAWDB for any non-conformance therewith; and further releases the EAWDB and from any and all damages causes as a result of such non-compliance.

C. BOOKS OF ACCOUNT, CO-MINGLING OF FUNDS, PROGRAM INCOME AND DEFECTIVE COST OR PRICING DATA

1. The Subrecipient warrants that:
  - a. It shall establish and maintain a separate book of accounts which identifies any and all EAWDB funds received;
  - b. No WIA funds received shall be co-mingled with any of the subrecipient's non WIA funding;
  - c. It shall establish and maintain a separate book of accounts for expended WIA funds including "program income."
  - d. The cost or pricing data submitted, either actually or indirectly in writing to the EAWDB are accurate, complete and current as of the date of this Agreement.
2. Revenues received and properly earned by non-profit entities under this Agreement that are in excess of actual costs shall be treated as "program income" pursuant to 20 CFR 627.
3. "Program Income" shall be repaid to the EAWDB within thirty (30) days after the end of this Agreement.

4. In the event the Subrecipient fails to properly report “program income” and the EAWDB later determines that such income was earned, the EAWDB reserves the right to withhold any payments currently or subsequently due until such time as the amount of reimbursement due is fully paid.
5. If any price, including profit or fee, negotiated in connection with this Agreement, or any cost reimbursable under this agreement was increased by any significant amount because (1) a subcontractor of the subrecipient furnished cost of pricing data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data (2) a subcontractor or prospective subcontractor furnished the Subrecipient cost or pricing data that were not complete, accurate and current as certified in the Certificate of Current Cost or Pricing Data; or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced as specified in paragraph 6 and the Agreement shall be amended to reflect the reduction.
6. Any reduction in the contract price under paragraph 5 above due to defective data from a prospective subcontractor that was not subsequently awarded, the subrecipient shall be limited to the amount, plus applicable overhead and profit markup by which (1) the actual subcontract or the actual cost to the Subrecipient, if there was no subcontract less than the cost estimate submitted by the subrecipient, provided that the actual subcontract cost was not itself affected by the defective cost or pricing data.
7. If the EAWDB determines that a price or cost reduction should be made, the Subrecipient agrees not to raise the following matters as a defense:
  - a. The Subrecipient or its subcontractor was a sole source supplier or otherwise was in a superior bargaining position and thus the price of the contract would not have been modified even if accurate, complete and current cost or pricing data had been submitted.
  - b. The EAWDB should have known that the cost or pricing data in issue were defective even though the Subrecipient or its subcontractor took no affirmative action to bring the character of the data to the attention of the EAWDB.
  - c. The contract was based on an Agreement about the total cost of the contract and there was no agreement about the cost of each item procured under the contract.
  - d. The Subrecipient or its subcontractor did not submit a Certificate of Current Cost or Pricing Data.

#### D. EQUIPMENT

Any equipment purchased by the service provider with WIA funds in excess of five hundred (\$500.00) becomes the property of the EAWDB.

#### E. MUTUAL TERMINATION FOR CONVENIENCE BY THE PARTIES

The parties may agree to a mutual termination of the Agreement in whole or in part when both parties agree that continuation would not produce beneficial results commensurate with the purpose of the Workforce Investment Act (WIA).

#### F. DEFAULT

Should the Subrecipient default in the performance of any of its obligations under this Agreement as determined by the EAWDB, the EAWDB may, at its option take any or all of the following actions:

1. Establish a corrective action plan to be agreed to by the Subrecipient and complied with within the time established therein
2. Terminate this agreement immediately upon receipt of written notice by the Service Provider for fraud, misrepresentation, criminal acts, misappropriation of funds, non-compliance with the law, substantial breach of contract, violation of code of conduct or failure to respond to a corrective action plan.
3. Seek recovery of any monetary damages sustained as a result of the default.
4. Seek specific performance of this Agreement and any other remedy that may be available at law, in equity or under this Agreement.
5. Withhold payment for invoices properly submitted, until such time that a determination is made on the acceptability of the Subrecipients' corrective action plan relative to the default.

#### G. GRIEVANCE PROCEDURES

1. The Subrecipient shall establish and maintain procedures to informally resolve grievances or complaints from and provide counseling to, participants in programs operated under this Agreement.
2. The Subrecipient shall inform participants of such procedures as outlined in the State WIA EEO Grievance/non EEO non-criminal procedure.

#### H. NOTICE OF TERMS OF AGREEMENT

The Subrecipient shall take such steps as necessary to assure knowledge and understanding of the terms of this Agreement by all training, administrative and other staff, agents and subcontractors of the Subrecipient engaged in the provision of services under this Agreement, including but not limited to obtaining a signed statement from each person that he/she has read this Agreement in its entirety and understands its terms. Such statements shall be retained on file with the Subrecipient and a copy forwarded to the EAWDB.

#### I. CERTIFICATION OF CONDUCT

1. The Subrecipient represents and warrants that to the best of their knowledge its officers, agents, employees and subcontractors have not offered or given, and will not offer or give, any gratuity to any officer, employee, Board member or agent of the EAWDB with the purpose or intent of securing an agreement or securing favorable treatment with respect to the awarding or

amending of an agreement or the making of any determination with respect to the performance of an agreement. The Subrecipient further represents and warrants that to the best of their knowledge it has not made and will not make any material representations or omission in the course of submission of a proposal for, negotiation of, or maintenance in effect of this Agreement.

2. The Subrecipient shall not hire a person in an administrative capacity, staff position, or on-the job-training funded position funded under this agreement if any member of the individual's immediate family is employed in an administrative capacity with the Subrecipient. A Subrecipient's staff person shall not appoint, employ, promote or advance, or advocate for appointment, employment, promotion, or advancement in or to a position in the organization over which the staff person exercises jurisdiction or control over any individual who is a member of the individual's immediate family. An individual may not be appointed, employed, promoted or advanced in or to a position in the WIA funded organization if such appointment, employment, promotion or advancement has been advocated by a staff person serving in or exercising jurisdiction or control over the entity who is also a member of the individual's immediate family.

#### J. LIABILITY, ATTORNEY'S FEES, COSTS AND EXPENSES

1. If the Subrecipient is not a political subdivision of the State of New Mexico: The Subrecipient shall, at its own expense, protect and defend the EAWDB from all claims, damages, costs, lawsuits and expenses, including but not limited to all costs from administrative proceedings, court costs and reasonable attorney fees, which the EAWDB may incur as a result of any direct or indirect activities of the Subrecipient, its contractors, employees, participants, agents or servants.

2. If the Subrecipient is a political subdivision of the State of New Mexico: In the event that the EAWDB suffers loss or damages as a direct or indirect result of the Subrecipients' breach of this Agreement, the Subrecipient agrees, that in addition to any other remedies at law, in equity or pursuant to this Agreement, it shall be liable for any damages, including any costs and expenses of suit and reasonable attorney's fees sustained by the EAWDB by virtue of any breach by the Subrecipient of this Agreement.

3. Should the EAWDB be obligated to obtain counsel or to initiate litigation in order to enforce any term, provision or undertaking hereunder or to remedy any breach or default thereof, the EAWDB shall be entitled to reimbursement of all reasonable attorney fees and costs by the Subrecipient.

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

Typed Name: \_\_\_\_\_ Date: \_\_\_\_\_

