Northern Area Local
WORKFORCE
DEVELOPMENT
BOARD

REQUEST FOR PROPOSAL

FOR
LONG TERM OFFICE FACILITY

RFP NUMBER NALWDB 2026-001

ISSUE DATE: November 20, 2026

PROPOSAL DEADLINE: January 29, 2027

NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD

UNDER THE
WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

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

PROPOSAL SUMMARY DATES

Request for Proposal Issue Date: November 20, 2026

Publication Date: November 20, 2026

Funding Period: July 1, 2027 – June 30, 2032

Required Intent to Respond Submission Deadline: January 29, 2027

Required Bidder's Conférence: TBD at the Northern Area Local Workforce Development Board

Submit Written Questions Deadline: January 8, 2027, at 4:00 p.m. MST

Deadline for Receipt of Completed Sealed Proposal: January 29, 2027, at 4:00 p.m. MST

Proposal Evaluation – Evaluation Committee:

Successful Bidder Notification: Approximately February 26, 2027

REQUEST FOR PROPOSAL

FOR

NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD

LONG TERM OFFICE FACILITY

UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT (WIOA)

Date Issued: *November 20, 2026*

Intent to Bid Required Action*: Email: procurementofficer@nalwdb.org bid, including contact information. Should be received no later than January 29, 2027. No Proposal will be accepted unless an intent to bid has been received by this date. Potential bidders may be e-mailed more detailed information, plus the question and answers****, when the Intent to Bid is received.***

Bidders Conference	Required action. A pre-proposal Bidder's Conference To Be Determined.
Due Date for Receipt of Completed Sealed Proposal	Proposals must be RECEIVED no later than January 29, 2027 at 4:00 p.m. MST.

Hand-Deliver or Mail Completed Sealed Proposals to:
Northern Area Local Workforce Development Board
Attn: Lisa Ortiz, Procurement Officer
at the address below:

112 W. San Francisco Street, Suite 312 Santa Fe, NM 87501
or
1000 Cordova Place PMB 810, Santa Fe, NM 87505.

NOTE: Submissions

E-mail is NOT acceptable and will NOT be considered. The deadline and due date shown above is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it cannot be considered.

Scope of Services	The selected vendor will be responsible for: **1. Office Space Requirements:** Proposers must secure a fully accessible, professionally maintained office facility within Santa Fe city limits. The space shall encompass at least 1,500 square feet of finished workspace and adequately accommodate a staff of five (5) through a combination of private offices and workstations, including: • Five (5) private or semi-private workstations or offices suitable for confidential client consultations • One (1) conference room equipped with integrated audio and visual capabilities, sized for a minimum of 12 participants • A staffed reception and waiting area with ADA-compliant seating • A break room or kitchenette with standard appliances Must fully comply with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the New Mexico Accessibility Code, featuring accessible route markings, lever-style hardware, grab bars, and specified fixture heights. The proposer shall include in the lease all utilities (electricity, gas, water, and HVAC), daily janitorial services, enterprise-grade high-speed internet with redundancy, and a secure electronic access control and alarm system. The lease or sublease must be no less than five years (coextensive with the contract period, for example 1/1/2026 through 2/28/2031), include at least one renewal option on substantially identical terms, and guarantee uninterrupted occupancy throughout the agreement.
Award Period	July 1, 2027 – June 30, 2032. Lease term no less than five years
Funds Available	Projected funds available for PY ’25 (July 1, 2027-June 30, 2032) are Budget Range of $250,000 to $300,000
Eligible Bidders	Any public entity or private for-profit or non-profit entity that is eligible to operate within New Mexico.

Limitations	This RFP does not commit the NALWDB to award a contract, or to pay any costs incurred in the preparation of a proposal to this request. This RFP may be modified with the approval of the NALWDB.
Questions	Deadline for submission of written questions is January 8, 2027 at 4:00 p.m. MST. Questions should be submitted electronically to procurementofficer@nalwdb.org all Questions should note "QUESTIONS" in the subject line. All questions will be answered by e-mail

TABLE OF CONTENTS

Section I **Introduction**

Section II **Long Term Office Facility**

Section III **Scope; Long Term Office Facility Requirements**

Section IV **Available Funds**

Section V **Proposal Content**

A. Bidder's Demonstrated Experience
B. Bidder's Demonstrated Fiscal Integrity
C. Plan of Work/Project Approach
D. Cost, Budget and Fiscal Accountability Measures

Section VI **Proposal Instructions and Information**

A. Contracting Period
B. Proposal Submission & Deadline
C. Procurement Timeline
D. Required Intent to Bid
E. Proposal Requirements
F. Qualifications & Minimum Standards for Bidders
G. Conflict of Interest
H. Proposal Evaluation
I. Governing Provisions and Limitations
J. Administrative Requirements and Procedures
K. Submission Order
L. Notification of Award
M. References

APPENDICES

Appendix A - Proposal Cover Sheet
Appendix B - Proposal Checklist
Appendix C – Certification and Assurances
Appendix D – Insurance and Liability
Appendix E – Operations and Legal compliance
Appendix F - Cost with Line Item Budget
Appendix G – Campaign Contribution Disclosure Form
Appendix H – Notice of Intent to Bid
Appendix I – Lease Agreement

Section I – Introduction

On July 22, 2014, President Barack Obama signed the Workforce Innovation and Opportunity Act (WIOA) into law. WIOA is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in the global economy. WIOA provides new authorizing legislation for programs previously authorized under the Workforce Investment Act (WIA). The Act began implementation on July 1, 2015. WIOA provides a catalyst for an important transition for federally-funded workforce development programs and services in the United States.

The purpose of the WIOA Programs is to provide allowable workforce development activities to eligible clients that will increase employment retention and earnings of participants and increase occupational skill level attainment by participants. As a result, successful application of these activities will improve the quality of New Mexico workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the State.

Northern Area Local Workforce Development Board (NALWDB), has responsibility for the planning and oversight of workforce development services under Workforce Innovation & Opportunity Act in the ten (10) county Northern Area Local Workforce Development Board (Area). The Area is comprised of Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe and Taos counties. To carry out its responsibility, NALWDB is need of a long-term office facility.

The purpose of the Request for Proposal (RFP) issued by the Northern Area Local Workforce Development Board (NALWDB) is to solicit sealed proposals through a competitive process to establish qualified vendors to provide a multi-year Long Term Office Facility lease in Santa Fe New Mexico, offering stability, predictable costs and location security, improvements and renewal options. The term length typically is five years or longer, providing tenant stability and negotiating terms especially for longer commitments.

The Long-Term Office Facility Lease shall be in compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, applicable New Mexico Administrative Code (NMAC), and Code of Federal Regulations (CFR).

Northern Area Local Workforce Development Board will maintain all proposals received in response to this RFP on file for at least five (5) years. Northern Area Local Workforce Development Board reserves the right to reopen the RFP at any time.

Section II - Background

Established in 2001 as a 501(c)(3) nonprofit, NALWDB administers federal and state workforce development funds within the ten-county Northern Area region. NALWDB's mission is to foster economic self-sufficiency through strategic partnerships, targeted training programs, and comprehensive supportive services.

Key references for this procurement include:

- Workforce Innovation and Opportunity Act (WIOA) of 2014
- 2 CFR Part 200: Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards
- 20 CFR Part 683: Adult and Dislocated Worker Activities Under Title I of WIOA
- 11.2.16 NMAC: Workforce Innovation and Opportunity Act (matching NM statutes and regulations)
- 45 CFR Part 75 (as applicable): Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations

To carry out its mission, NALWDB is need of a long-term office facility. The purpose of the Request for proposal (RFP) issued by The Northern Area Local Workforce Development Board (NALWDB) is to solicit sealed proposals through a competitive process to qualified vendors to provide a multi-year Long Term Facility lease in Santa Fe New Mexico, offering stability, predictable costs and location security, improvements and renewal options. The term length typically is five years or longer, providing tenant stability and negotiating terms especially for longer commitments.

The Long-Term Office Facility Lease shall be in compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, applicable New Mexico Administrative Code (NMAC), and Code of Federal Regulations (CFR).

Section III – General Proposal Information

The Northern Area Local Workforce Development Board (NALWDB) authorized this Request for Proposal (RFP) to procure services and/or products as described in this package. All individuals, companies, agencies or other entities submitting proposals must be aware of the limitations stated in this section.

The NALWDB, in receiving proposals, reserves the right to withdraw this proposal at any time prior to the signing of a contract(s). The NALWDB reserves the right to cancel or reissue this RFP in part or in its entirety.

Proposals selected for review will be evaluated and may be negotiated. The NALWDB reserves the right to fund all, some, or none of the proposals received. The actual amount of any contract(s) that is written is subject to negotiation prior to the finalization of the contract(s). The proposals that are most advantageous to the NALWDB in terms of both quality and cost will be recommended for contract(s) negotiations.

Proposers may be asked for clarifying statements or other data prior to or during the review and negotiation process. These statements or data will be requested only to clarify items already included in the proposal that was submitted. The statements or data provided by the proposer will be considered to be a part of the proposal.

Proposals selected for review will be evaluated according to criteria set forth in this proposal package. Some evaluation criteria will have minimum acceptable scores that must be met. Failure to meet the minimum scores will eliminate the proposal from further evaluation and consideration. Proposals will be evaluated by a team of evaluators. The evaluation committee will make a recommendation to the NALWDB, the Chief Elected Officials (CEO) or other entity to which this responsibility has been assigned. The NALWDB will then make the final decision on the organization(s) to which a contract(s) will be awarded.

The evaluation team will only review proposals for programs that include the services requested in this proposal package. Proposers may include additional services as a part of the proposal, but the proposal must, at a minimum, contain the training and/or services that are specifically shown.

The proposals that are received will be made available, upon request, to the public. However, the proposals will be made available only after the NALWDB has made the award to a proposer and the protest period has begun.

The NALWDB has established a procedure to resolve any protests, disputes, claims, or grievances that may arise from this procurement process. A copy of this procedure will be made available to any proposer upon request. This procedure gives a proposer an opportunity to protest the award and provides for a review of the process and a determination to be issued by the individuals conducting the review. The notice of award and notice of the protest process will be provided at the time proposers are notified of the outcome of their proposal. This notice will be provided to each proposer within 5 days of the date of award of a contract(s) and may be provided via e-mail, fax, direct contact by telephone, or by regular mail. The protest process will provide for a minimum of 5 days for a

proposer to submit a protest. The notice of the protest process will provide information on the name and contact information of the individual to whom the protest must be submitted.

Proposers shall not offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the NALWDB, Chief Elected Officials, Fiscal Agent, Youth Committee, or other organization for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

Modifications to proposals that have been submitted will be accepted only under these guidelines. (1) The original proposal that was submitted must be withdrawn. The proposer must provide a written request to withdraw the original proposal; and (2) a complete new proposal must then be submitted. No changes may be made to the proposal subsequent to the deadline Date.

Proposers should be aware that funding for WIOA programs is always subject to availability and other conditions. Funding for future periods may be changed significantly if appropriations for WIOA programs change or if demographics change within the State or local workforce development area.

No employee, officer, or agent of the NALWDB, Chief Elected Officials, or other organization shall participate in the selection, award, or administration of a contract(s) supported by WIOA funds if a conflict of interest, or potential conflict, would be involved.

Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposers bid to be rejected.

The NALWDB reserves the right to contact any individual, agency, employer, or grantees listed in a proposal, to contact others who may have experience and/or knowledge of the bidder's relevant performance and/or qualifications, and to request additional information from any and all proposers. The NALWDB also reserves the right to conduct a review of records, systems and procedures, including credit and criminal background checks, of any entity selected for funding. This may occur either before or after the award of a contract(s) or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract(s) or agreement awarded.

General Procurement Statements
NALWDB is an Equal Opportunity Employer and encourages competition at all levels. Any interested and qualified Proposer is encouraged to submit a bid.

Prospective Proposers should inform NALWDB if the specifications or other proposal requirements are faulty, unnecessary, or inhibit competition. If NALWDB agrees with the Proposer, an amendment will be issued.

All prospective Proposers must adhere to the Uniform Administrative Requirements of the Office of Management and Budget.

All proposals in response to the RFP become the property of the Northern Area Local Workforce Development Board. The proposals will not be available for public viewing until after a contract with the new service provider is finalized. All information not deemed PROPRIETARY and contained in bid responses will become open for public review once a contract is signed or all bids are rejected.

This Request for Proposals does not commit NALWDB to fund any proposals submitted before execution of a contract.

NALWDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with any qualified Proposer.

No contracts will be awarded as a result of this RFP without approval of the NALWDB RFP Committee. Further, NALWDB reserves the right to withdraw from negotiations at any time before a contract is executed.

Incorporation of RFP into Contract
All conditions contained in this Request for Proposals and completed forms and any statements contained in the Request for Proposals will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection.

Section IV – Scope; Long Term Office Facility Requirements

The selected vendor will be responsible for:

1. Office Space Requirements:
Proposers must secure a fully accessible, professionally maintained office facility within Santa Fe city limits. The space shall encompass at least 1,500 square feet of finished workspace and adequately accommodate a staff of five (5) through a combination of private offices and workstations, including:

- Five (5) private or semi-private workstations or offices suitable for confidential client consultations
- One (1) conference room equipped with integrated audio and visual capabilities, sized for a minimum of 12 participants
- A staffed reception and waiting area with ADA-compliant seating
- A break room or kitchenette with standard appliances

Must fully comply with the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the New Mexico Accessibility Code, featuring accessible route markings, lever-style hardware, grab bars, and specified fixture heights.

The proposer shall include in the lease all utilities (electricity, water, HVAC), daily janitorial services, enterprise-grade high-speed internet with redundancy, and a secure electronic access control and alarm system.

The lease or sublease term must be no less than five years (coextensive with the contract period, for example 1/1/2026 through 2/28/2031), include at least one renewal option on substantially identical terms, and guarantee uninterrupted occupancy throughout the agreement.

2 .Competitive Sealed Bids

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

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

IV. AVAILABLE FUNDS

Allocations for PY 25/26 and Administration Funds

Northern Area Local Workforce Development Board

The Northern Area Local Workforce Development Board (NALWDB) is soliciting proposals from qualified vendors to provide [describe service or project] in compliance with the Workforce Innovation and Opportunity Act (WIOA) of 2014, applicable New Mexico Administrative Code (NMAC), and Code of Federal Regulations (CFR).

This project will be 100% federally funded by US Department of Labor, through Workforce Innovation Opportunity Act, Program Year 2025 $1,708,000 and FY 2026 $2,420,262. That 100% total cost will be financed with federal funds.

V. PROPOSAL CONTENT

A. Bidder's Location and accessibility – 30 Points

Describe the bidder's background including the following points:

1. Proximity office facility within Santa Fe City Limits
2. Must be ADA compliance
3. Employee Parking availability
4. Neighborhood safety requirements

B. Bidder's Building and space specifications - 15 Points

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

1. Property description, location and square footage
2. Floor Plan
3. Space shall encompass at lease 1,500 square footage of finished workspace and adequately accommodate staff of five (5)

C. Other Factors– 35 Points

Using the Scope of Work in this RFP as guidance, describe the

1. Bidder's qualifications and experience
2. Lease Terms
3. Full Lease Agreement

D. Financial Evaluation Criteria Total Costs – 20 Points

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

The cost section of the proposal shall provide a detailed budget and a budget narrative for delivery of the required scope of work including Total cost; Breakdown of lease rates and term; lease payment structure and security deposit requirements. The budget shall address the earlier identified funding sources and their utilization to meet the required scope of work.

Describe the bidder's background and provide the following:

1. Provide one (1) copy of the two (2) most recent audit reports.
2. Provide one (1) copy of the conflict of interest policy or ethics policy held by the agency.

3. Indicate if any staff member has been charged or convicted of any wrongdoing regarding use of funds or conflict of interest.

The original leased budget period should include July 1, 2027 – June 30, 2032. The NALWDB may evaluate the contractor activities and extend the lease period for up to five (5) years after an annual evaluation of the original lease period and its successor year. Cost negotiations of the lease amount will occur with each succeeding year of the lease period.
July 1, 2027 – June 30, 2028
July 1, 2028 – June 30, 2029
July 1, 2029 – June 30, 2030
July 1, 2030 – June 30, 2031
July 1, 2031 – June 30, 2032

Section VI – Proposal Instructions and Information

A. Leasing Period

The initial leasing period for the provided Scope of Work will be July 1, 2027 – June 30, 2032. The lease may be extended an additional five (5) year period to be determined on an annual basis with a satisfactory performance evaluation to be determined by the NALWDB Executive Committee and/or NALWDB Full Board.

Lease term July 1, 2027 – June 30, 2032

B. Proposal Submission & Deadline

The deadline for receipt of proposals is January 29, 2027, at 4:00 p.m. MST. Proposals must be officially received by this deadline to be reviewed and considered. Proposals may be mailed via regular U.S. Mail, express delivery or hand delivered to the following address:

Northern Area Local Workforce Development Board
112 W. San Francisco Street, Suite 312 Santa Fe, NM 87501
or
1000 Cordova Place, PMB 810
Santa Fe, NM 87505
Attn: Procurement Officer Brittany Valencia

Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Long-Term Facility RFP NALWDB 2026-001. Submissions by facsimile or e-mail are NOT acceptable and will NOT be considered. Appropriate consideration of this timeframe should be considered with U.S. Mail delivery as all mailed proposals must still meet the required receipt deadline.

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

C. Procurement Timeline

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

Deadline for Intent to Bid Submission:	No later than January 8, 2027, at 4:00 p.m. MST. Required
Bidders Conference:	TBD at Northern Area Local Workforce Development Board 112 W. San Francisco Street, Suite 312 Santa Fe, NM 87501. Required attendance.
Responses to Questions from Bidders:	Any questions from bidders will be answered via email to all parties who have expressed an intent to bid, no later than January 29, 2027 at 4:00 p.m. MST.
Deadline for Submission of Questions:	January 8, 2027, 4:00 p.m. MST
Competitive Sealed Proposal Due Date	January 29, 2027, at 4:00 p.m. MST
Bidders Oral Presentations (if requested)	To Be Determined & Will Be Notified if Needed
Successful Bidder Selected and Notified:	Approximately February 2027
Lease Start Date:	July 1, 2027

D. Required Intent to Bid

Notify Procurement Officer by email at procurementofficer@nalwdb.org with an intent to bid statement including electronic contact information and physical contact information. Intent to bid shall be received no later than January 8, 2027, 4:00 p.m. MST. No proposal will be accepted unless an intent to bid has been received by this date.

E. Proposal Requirements

1. **Format:** Proposals must be typed, suggested single-spaced, and must be submitted on 8 ½ by 11-inch plain white paper. Font size no smaller than 11 point, approximately 1 inch side margins. Each page of the proposal should be numbered as "page __ of __", with the name of the bidder on each page. There is a suggested submission order in the instructions.
2. **Page Limit:** The proposal narrative must be no more than thirty five pages (35) pages. This page limitation does not include the specified required attachments stated in the proposal or the audit report.
3. **Number of copies: One complete original**, marked "original", with original signatures of the authorized signatory, plus one (1) complete copy. The Bidder must also include one (1) portable USB Flash Storage Device copied with their bid package which includes an electronic copy of the proposal on the device. Any proposal lacking paper or electronic copies may be considered non-responsive. Completeness of all copies is the sole responsibility of the bidder. The bidder will need to submit two (2) years of your most recent audit report with the proposal package.
4. **Responsiveness:** Bidders that fail to follow the requirements set forth in this document regarding page limits, number of copies may be considered non-responsive. The NALWDB reserves the right to reject any or all proposals at their sole discretion. Proposals should be concise and avoid unnecessary detail.
5. **Budget Information:** The cost section of the proposal shall address cost under a specifically identified section of the narrative that shall include a detailed line item budget and a supporting detailed narrative. This is a cost reimbursement lease. All proposed costs of the Long – Term Facility must be reasonable, necessary and allocable. The line-item budget shall include the following line items: Rental Fees.

   The original budget period should include July 1, 2027 – June 30, 2032.
6. **Proposal Contact Information:** Bidders will be required to provide contact information for the individual who can respond to questions regarding the proposal. The contact person should be the individual who is knowledgeable of the proposal and who is authorized to provide information on behalf of the bidder. If necessary, this contact may be asked to clarify points in the proposal.

F. Qualifications and Minimum Standards for Bidders

1. **Eligible Bidders**: Types of entities that may bid on leased office space include:
   a. Real estate investment trusts
   b. Large commercial landlords and individual property owners
   c. Commercial Real estate brokers
   d. Government agencies
   e. Another interested organization capable of providing availability of leased office space.

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

2. **Office Space Requirements**: Proposers must secure a fully accessible, professionally maintained office facility within Santa Fe city limits. The space shall encompass at least 1,500 square feet of finished workspace and adequately accommodate a staff of five (5) through a combination of private offices and workstations, including:

    • Five (5) private or semi-private workstations or offices suitable for confidential client consultations
    • One (1) conference room equipped with integrated audio and visual capabilities, sized for a minimum of 12 participants
    • A staffed reception and waiting area with ADA-compliant seating
    • A break room or kitchenette with standard appliances

3. **Must fully comply**: With the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and the New Mexico Accessibility Code, featuring accessible route markings, lever-style hardware, grab bars, and specified fixture heights.

    The proposer shall include in the lease all utilities (electricity, water, HVAC), daily janitorial services, enterprise-grade high-speed internet with redundancy, and a secure electronic access control and alarm system.

The lease or sublease term must be no less than five years (coextensive with the lease period, for example 1/1/2027 through 2/28/2032), include at least one renewal option on substantially identical terms, and guarantee uninterrupted occupancy throughout the agreement.

4. **Authorized Signatory Authority:** The bidder's authorized signatory authority must sign all signature documents in the proposal. This individual should typically be the director, president or chief executive officer of the organization, or any individual who has the authority to negotiate and enter into and sign leases on behalf of the bidder's organization or a consortium.

5. **Subcontracting:** Intent to subcontract must be clearly identified in the proposal narrative and approval must be provided by the NALWDB prior to lease execution. If the bidder currently subcontracts certain functions/activities and intends to do so as part of this proposal, the potential subcontractor must be identified. An original signed letter from the subcontractor attesting to this agreement to the terms of the proposal and any resulting contract must be included in the proposal response.

    Bidders who intend to use established subcontractor(s) to provide services must include original letters from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract along with a copy of all documentation required in

this RFP to substantiate the proposed subcontractor's qualifications. The NALWDB must approve any subcontract arrangements.

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

G. Conflict of Interest

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

H. Proposal Evaluation

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

1. **Minimum standards:**
   Standards are outlined in Section F above and are required.

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

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

   It is possible that the Workforce Board staff will request that bidders make an oral presentation to the representatives of the review panel and/or others. If the Review Panel elects to request oral presentations, bidders will be notified of date, time and place. Time

limits will be placed on the presentations with questions/answers by the Review Panel following the time-limited presentations.

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

Bidders should note that Northern Area Local Workforce Development Board may award a lease with or without price negotiation.

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

3. **Evaluation Criteria:**
   The proposal will be evaluated based on the bidder's responses to the information requested in Section V.

EVALUATION CRITERIA	Possible Points
A. Location and Accessibility • Proximity Office facility within Santa Fe City limits • Must fully comply with Americans with Disabilities Act (42. U.S.C 12101 et seq) And the New Mexico Accessibility code, featuring accessible route, lever-style hardware, grab bars and specified fixture heights • Employee parking (Five staff members) • Neighborhood safety requirements	**30**
B. Building and space specifications • Property Description, location and square footage • Floor plan • Space shall encompass at least 1, 500 square feet of finished workspace and Adequately accommodate staff of five (5)	**15**
C. Other Factors • Bidder's qualifications and experience • Lease terms • Full Lease agreement	**35**
D. Financial Evaluation Criteria • Total Cost • Breakdown of lease rates and term • Lease payment structure	**20**

• Security Deposit requirements	
Total	**100**

I. Governing Provisions and Limitations

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

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

1. Bidders shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of Northern Area Local Workforce Development Board, for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.

2. No employee, officer, or agent of Northern Area Local Workforce Development Board shall participate in the selection, award or administration of a lease supported by workforce funds, if a conflict of interest, or potential conflict, would be involved as defined by the local NALWDB.
3. Bidders shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a bidder's proposal to be rejected.
4. Bidders are prohibited from contacting or soliciting support from Northern Area Local Workforce Development Board, NALWDB Executive Director or regional elected officials regarding their intent to bid on this work. Such contacts will result in immediate disqualification and rejection of their bid.

J. Administrative Requirements and Procedures

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

1. It is Northern Area Local Workforce Development Board's intent to award only one (1) lease under this RFP.

2. The successful bidder will be required to maintain automated and paper records for fiscal management, policies and procedures, monitoring results, internal and external evaluations. In the event the lease is not renewed or is terminated, the current lessor agrees to provide all of the identified records to the NALWDB.

3. The successful bidder agrees to comply with all applicable federal and state confidentiality laws and to keep and hold all Proprietary Information disclosed by Northern Area Local Workforce Development Board, affiliates, customers, or vendors of the NALWDB in strict confidence and trust. Proprietary Information being that information of a confidential or secret nature, which includes, but is not limited to, marketing plans, product plans, business strategies, financial information, forecasts, human resource information, and customer lists.

4. The successful bidder acknowledges that for any product and/or deliverable provided as part of the lease, the successful bidder warrants that it created said product/deliverable and that the successful bidder has full power and authority to transfer ownership of same without the consent of any other party and that any product and/or deliverable is delivered free of any rightful claim of any third party by way of infringement or otherwise, arising from or related to the claimed rights in any product and/or deliverable.

5. Proposals not selected for funding may be appealed only with respect to any fault or violation of law or regulation regarding the review process. Appeals must be filed with Northern Area Local Workforce Development Board Executive Director within ten (10) calendar days of the notification of the non-award document. Appeals must be in writing and sent to the NALWDB at the following address:

Northern Area Local Workforce Development Board
Attention: Procurement Officer
112 W. San Francisco Street, Suite 312 Santa Fe, NM 87501
Or
1000 Cordova Place, PMB 810
Santa Fe, NM 87505

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

Upon receipt of a complete and properly submitted appeal, the NALWDB Executive Director will arrange for a meeting with the appealing organization's representatives (not to exceed three (3) persons), and the NALWDB's representatives. The Executive Committee of the NALWDB shall serve as the Board's representative in hearing the appeal. The Executive Committee will evaluate the appeal and respond to the appealing organization within thirty (1) calendar days via certified mail to the representative of the organization filing the appeal. Protests of the NALWDB decision of the appeal can occur and such protests must be filed in writing via certified mail within ten (10) calendar days of the initial receipt of the resolution by the NALWDB Executive Committee. This communication should contain a thorough explanation of the reason for the protest of the NALWDB's decision and the response from the Executive Committee. The Executive Committee will report this action to the NALWDB at its next regularly scheduled meeting. The protest shall not be brought before the full board nor addressed to it by the appealing organization. All discussions shall take place with the Board's Executive Committee. The Board's disposition of the protest will be provided to the organization's lead representative in writing via certified mail, and will be final.

K. Submission Order

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

Proposal Cover Sheet – Appendix A

Part A: Proposal Narrative

1. Location and Accessibility
2. Building and Space Specifications
3. Cost:
4. Other Factors:

Part B: Assurances

1. Contractor qualifications and experience (Appendix C)
2. Insurance and Liability (Appendix D)
3. Operations and legal compliance (Appendix E)
4. Campaign Contribution Form (Appendix F)

L. Notification of Award

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

M. References

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

Workforce Innovation and Opportunity Act (WIOA): https://www.dol.gov/agencies/eta/wioa

Final WIOA Regulations: https://www.govinfo.gov/content/pkg/FR-2016-08-19/pdf/FR-2016-08-19.pdf

US Department of Labor: https://www.dol.gov/agencies/eta

New Mexico Department of Workforce Solutions: https://www.dws.state.nm.us/en-us/

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance) at 2 CFR part 200, including the Department of Labor specific requirements at 2 CFR part 2900: https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=2d88f88d16f88d2ff2f2af52e0bcf8bc&ty=HTML&h=L&mc=true&n=pt2. 1.2900&r=PART

APPENDIX A – PROPOSAL COVER SHEET

REQUEST FOR PROPOSAL
NORTHERN AREA LOCAL WORKFORCE DEVELOPMENT BOARD
LONG – TERM FACILITY
UNDER THE WORKFORCE INNOVATION & OPPORTUNITY ACT

Northern Area Local Workforce Development Board 112. W. San Francisco Street, Suite 312 Santa Fe, NM 87501 Or 1000 Cordova Place, PMB 810 Santa Fe, NM 87505 505-986-0363	FOR INTERNAL USE ONLY Rec'd by_____ Date_____ Time_____ Meets Technical Requirements Y/N
Name of Bidder/Address	Type of Organization ( ) Private Nonprofit Corp ( ) Private for Profit Corp ( ) Other Specify
FEIN#:	DUNS#:
Proposal Contact Person (Bidder)	Telephone
Requested Cost	Email address

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

_____ _____

Authorized Signer's Name Printed Authorized Signature

_____ _____

Authorized Signer's Title Date Signed

APPENDIX B - Proposal Checklist

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

- ❑ Typewritten on 8 ½ by 11 unruled paper, single sided
- ❑ Font size no smaller than 11 point
- ❑ 1 inch side margins and single spaced
- ❑ Pages numbered consecutively at the bottom of the page (page _of _) with bidders name on each page
- ❑ Proposal Cover Sheet – Appendix A
- ❑ Proposal Content

a. Location and Accessibility
b. Building and Space specifications
c. Other Factors
d. Cost

- ❑ Contractor qualifications and experience – Appendix C
- ❑ Insurance and Liability - Appendix D
- ❑ Operations and legal compliance - Appendix E
- ❑ The original proposal and all signature forms are signed by the bidder's authorized signatory authority and one (1) copy in addition to the original.
- ❑ Where the use of an established subcontractor(s) is proposed, original letter from each subcontractor attesting to their agreement to all terms of the proposal and any resulting contract.
- ❑ Line Item Budget and supporting detailed narrative for the operation period July 1, 2027 – June 30, 2031 to include expenses for the following: Base Rent; Utilities; Insurance; Common Area Maintenance (CAM); Variable and miscellaneous costs and other costs (Appendix F)
- ❑ Campaign Contribution Form (Appendix G)

APPENDIX C – Certification and Assurances

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

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

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

- **Relevant experience**: Request a description of the lessor experience with similar projects, including any governmental agencies or corporations they have served.
- **Staff qualifications**: Require a list of the specific staff members who will work on the project and their relevant experience and qualifications.
- **Client history**: Ask for a list of comparable clients served in the past two years and the duration for which the lessor has been retained by them.

c. Assure all employees a safe work place or training facility, and assure that where participants are engaged in activities not covered under the Occupational Safety and Health Act of 1970 (https://www.osha.gov/), as amended, they shall not be required or permitted to work, be trained, or receive services in buildings or surroundings or under working conditions which are unsanitary, hazardous, or dangerous to the participant's health and safety.

d. Assure compliance with the First Party's Methods of Administration, as amended, Nondiscrimination and Equal Opportunity Assurance and any other Nondiscrimination and Equal Opportunity Requirements of WIOA including but not limited to:

1. Will comply with the nondiscrimination clauses of this lease or with any of the said rules, regulations, or orders. Furthermore, in the event the stated parties' Nondiscrimination and Equal Opportunity Requirements statistical analysis, as required by the First Party's Methods of Administration, indicates possible noncompliance, OET and NALWDB have the authority to inspect any and all of the stated parties' documents regardless of physical form and to impose or recommend corrective action.
2. Will include the provisions of paragraphs (1) through (7) of Section 202 of Executive Order No. 11246 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor, issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and Executive Order 13672 of July 21, 2014, and as supplemented in Department of Labor regulations (41 C.F.R. chapter 60) as amended, so that such provisions will be binding upon each subcontractor or vendor.
3. Will comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, and national origin and all applicable federal and state laws and regulations pertaining to the recognition and protection of the civil rights of persons to whom services are rendered and to applicants for such services during the performance of this Contract**.**
4. Will comply with the provisions of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C.A. §794 et seq., and applicable federal regulations relating thereto prohibiting discrimination against otherwise qualified individuals with disabilities under any program or activity receiving federal financial assistance.
5. Will comply with the provisions of the Americans with Disabilities Act of 1990, 42 U.S.C.A. §12101, et seq. and applicable federal regulations.
6. As a condition to the award of financial assistance under the WIOA from the Department of Labor, the grant applicant assures, with

respect to operation of the WIOA-funded programs or activities and all agreements or arrangements to carry out the WIOA-funded programs or activities, that it will comply fully with the nondiscrimination and equal opportunity provisions of the WIOA, as amended, including Title VI of

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

7. Will comply fully with the nondiscrimination and equal opportunity provisions of Section 188 of the WIOA, which prohibits discrimination against all individuals in the United States on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief, and against beneficiaries on the basis of either citizenship/status as a lawfully admitted immigrant authorized to work in the United States or participation in any WIOA Title 1--financially assisted program or activity;
8. Will comply fully with the nondiscrimination and equal opportunity provisions of The Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; and
9. Will comply fully with the nondiscrimination and equal opportunity provisions of Title IX of the Education Amendments of 1972, as amended, which prohibits discrimination on the basis of sex in educational programs or activities.

e. Will also comply with all regulations implementing the laws listed above. This assurance applies to the operation of the WIOA Title 1-financially assisted program or activity, and to all agreements made to carry out the WIOA Title 1-financially assisted program or activity. The stated parties understand that the United States has the right to seek judicial enforcement of this assurance. The stated parties agree to require each subcontractor to include the above assurances in applications for sub-grants and to include the assurances in all sub-grant agreements under this Contract.

f. Certification on Lobbying: Certify that for the preceding lease period, if any, and for this current Contract period:

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds, other than federally appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal contract, grant, loan, or cooperative

agreement, the undersigned shall complete and submit standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions.

1. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed under section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000.00 and not more than $100,000.00 for such failure.

a. Certify the following regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, and Lower Tier Covered Transactions.
    1. That neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in this transaction by any federal department or agency.
    2. Where the prospective recipient of federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall submit an explanation to the First Party.

h. Agree to comply with provisions of the Drug-Free Workplace Act of 1988, 41 U.S.C.§702 et seq., and 2 CFR 182 in providing a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment.

i. Access to and Maintenance of Records:
    1. Agree that the NALWDB and/or the federal granter agency, the Comptroller General of the United States and/or the Kentucky Auditor of Public Accounts, and/or any of their duly authorized representatives or agents including independent auditors, shall have immediate access to any and all books, documents, papers, photographs, cards, tapes, disks, diskettes, recordings, records, and other documentary materials, regardless of physical form (hereinafter "records") of the stated parties which are directly pertinent to this Contract or activities thereby for the purpose of making audit, examination, investigations, excerpts, and transcriptions and for monitoring and evaluation purposes.
    2. Agree to permit staff of the First Party, persons acting for the First Party, and/or staff designated by appropriate federal agencies, to monitor and evaluate any services or functions being performed pursuant to this agreement. The stated parties also agree to submit any and all records and documentation of service provisions regardless of

physical form in regard to subcontracted services when requested for monitoring purposes.

3. Agree to assure the confidentiality of all information pursuant to law, whether written or verbal, provided by or about any client seeking or receiving services under this agreement except as approved and

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

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

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

5. Agree to maintain written personnel procedures and policies including salary, conditions of employment, and job descriptions relative to all personnel including those whose services are contracted for or otherwise secured by process other than direct employment. Time sheets are required for all staff and participants and shall be kept in accordance with retention schedule requirements for records.

6. Agree that the stated parties shall use a financial system to report financial data related to any WIOA Formula grants, Incentive grants, National Dislocated Worker grants, and any other WIOA discretionary resources that flow through the NALWDB designed to facilitate the uniform-compilation and reporting, monitoring, and evaluating

purposes. It shall report program outlays (expenditures) on an accrual basis in accordance with the Uniform Guidance and 2 CFR §200.34(c).

j.

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

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

Agreement by a program operator to implement priority of service is a condition of receipt of DOL funds. States are required to provide assurances that they will comply with the Veterans' Priority of Service Provisions in 38 USC 4215 and Training and Employment Guidance Letter (TEGL) No. 10-09 (issued November 10, 2009). TEGL No. 10-09 is available at https://www.dol.gov/sites/dolgov/files/ETA/advisories/TEGL/2012/TEGL_2_12.pdf

9. Buy American Notice Requirement: None of the funds made available under Titles I or II of WIOA (Public Law 113-128) or under the Wagner-Peyser Act (29 U.S.C. 49 et seq.) may be expended by an entity unless the entity agrees that in expending the funds it will comply with sections 8301 through 8303 of title 41, United States Code (commonly known as the "Buy American Act"). See WIOA Section 502-Buy American Requirements.
10. Salary and Bonus Limitations: Under Public Law 113-235, Section 105, none of the funds appropriated under the heading "Employment and Training" shall be used by a recipient or subrecipient of such funds to pay the salary of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II. The Executive Level II salary may change yearly and is located on the OPM.gov website https://www.opm.gov/policy-data-oversight/
    This limitation shall not apply to contractors providing goods and services as defined in 2 CFR 200.330. Where States are recipients of such funds, States may establish a lower limit for salaries of those receiving salaries from subrecipients of such funds, taking into account factors including the relative cost-of-living in the State, the compensation levels for comparable State or local government employees, and the size of the organizations that administer Federal programs involved including Employment & Training Administration programs.
    The payment of any type of incentive, bonus, award, or other financial payment above and beyond salary is prohibited.

11. Prohibition on Contracting with Corporations with Felony Criminal Convictions: The stated parties are prohibited from entering into a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interests of the Government.

12. Prohibition on Contracting with Inverted Domestic Corporations: No funds made available under a Federal Act may be used for any contract with any foreign incorporated entity which is treated as an inverted domestic corporation under section 835(b) of the Homeland Security Act of 2002 (6 U.S.C. 395(b) or any subsidiary of such an entity. Waivers to this prohibition may be granted by the Secretary of Labor if the Secretary determines that the waiver is required in the interest of national security.
13. Profit: Pursuant to 2 CFR 200.400(9), non-Federal entities may not earn or keep any profit resulting from Federal financial assistance, except as authorized by WIOA Section 121(d) for One-Stop operators or service providers which are for-profit entities.
14. Prohibition on Contracting with Corporations with Unpaid Tax Liabilities: Stated parties may not enter a contract, memorandum of understanding, or cooperative agreement with, make a grant to, or provide a loan or loan guarantee to, any corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless a Federal agency has considered suspension or debarment of the corporation and has made a determination that this further action is not necessary to protect the interest of the Government.

15. Legal, Accountant, and Consultant Fee limitations: All legal, accountant and consultant fees shall be in accordance with 2 CFR part 200 section 200.435.

k. Further agree to:

1. Adhere to the U.S. Department of Labor's requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of, or under, this contract.

2. Adhere to 29 C.F.R. § 97.34 if any copyright material is developed in the course of or under this contract. The Federal Government reserves a paid-up, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use for federal purposes: i) the copyright in all products developed under the grant, including a subgrant or contract under the grant or subgrant; and ii) any rights of copyright to which the grantee, subgrantee or contractor purchases ownership under an award (including but not limited to curricula, training models, technical assistance products, and any related materials). Such uses include,

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

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

1. Comply with applicable Codes of Conduct and Conflict of Interest Provisions and the Procurement Standards in 29 C.F.R. § 95.42 and 29 C.F.R. § 97.36. The Second Party also ensures compliance with the conflict of interest provisions in 29 USCA §3122(h).
2. Comply with the Federal Funding Accountability and Transparency Act of 2006 Pub. L. 109-282 as amended by section 6202 of Pub. L. 110-252 ("FFATA") in a manner by having necessary processes and systems to support the NALWDB's reporting requirements of FFATA. See Training and Employment Guidance Letter (TEGL) No. 11-10 (issued November 15, 2010) http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-1Oacc.pdf.

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

_____

Name and Title of Authorized Representative

_____

Signature Date

_____

Name of Applicant Organization

Appendix D – Insurance and Liability

- **General liability**: Specify the need for comprehensive general liability insurance, often on a claims-made basis.
- **Workers' compensation**: Require proof of workers' compensation coverage, including a process for the state to verify payment.
- **Professional liability**: Specify professional liability insurance, especially if the facility requires specific medical or professional services.
- **Additional insured status**: Mandate that the requesting organization be named as an additional insured on all relevant policies.
- **Evidence of insurance**: Require a method for the contractor to provide and update proof of insurance, such as endorsement pages and certificates of insurance.
- **Specific coverage**: Include coverage for unique risks, such as physical or sexual abuse and evacuation expenses.

_____

Name and Title of Authorized Representative

_____

Signature Date

Appendix E – Operations and legal compliance

- **Legal and regulatory compliance**: Require the contractor to comply with all applicable federal, state, and local laws and regulations.
- **Long-term guarantees**:
    - **Guaranteed renewable**: If the RFP is for insurance, require the policy to be guaranteed renewable as long as premiums are paid.
    - **Long-term capital investments**: If the project involves capital investments, require assurances that services can be provided over the useful life of the asset, or that the investment is part of a long-term, comparable duration plan.
- **State-specific requirements**: Include any state-specific assurances, such as requirements for health insurance for employees working over a certain number of hours per week or a certain dollar value threshold.
- **Property and facility use**: If applicable, require that the property and its use cannot be disposed of or modified without the awarding agency's permission and instructions.
- **Covenants**: Specify that any real property acquired with federal assistance will have a covenant in the title to assure non-discrimination during the project's useful life.
- **Construction supervision**: For construction projects, assure that competent and adequate engineering supervision will be maintained to ensure conformance with approved plans.

Signature of Authorized Representative

Print or Type Name

_____

Name of Applicant Organization

Appendix F – Cost Line Item Budget

LONG – TERM FACILITY

BUDGET FORM

JULY 1, 2027- JUNE 30, 2032

Item of Expenditure	**Requested Funding ($)**
Base Rent	
Utilities	
Insurance	
Common Area Maintenance (CAM)	
Variable and Miscellaneous Costs	
Other Costs	
TOTAL	

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

Appendix G – Campaign Contribution Disclosure Form

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

"Campaign Contribution" means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is

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

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Name of Applicable Public Official: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

_____ _____

Signature Date

Title (position)

OR—

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

_____ _____

Signature Date

_____

Title (Position)

Appendix H

PROPOSAL INTENT RESPONSE FORM

RFP Title:

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

Attn: Procurement Officer
112 W. San Francisco Street, Suite 312 Santa Fe, NM 87501 (Physical)
1000 Cordova Place, PMB 810 (Mailing)
Santa Fe, New Mexico. 87505
ProcurementOfficer@nalwdb.org

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

_____ Do intend to submit a proposal
_____ Do Not intend to submit a proposal

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

_____

Please provide the following contact information:

Name (First, Middle Initial, Last):

Title:

Organization:

E-mail:

ITEM # _____

LEASE AGREEMENT BETWEEN
THE Northern Area Local Workforce Development Board "NALWDB" and
XXXXXXXXX

This LEASE AGREEMENT ("Lease Agreement") is made and entered into as of the date of the last signature ("Effective Date"), by and between the NALWDB, a non-profit organization ("Lessor") and XXXXX, a New Mexico corporation ("Lessee"), collectively the "Parties".

WHEREAS, the NALWDB desires to lease a portion of the City-owned building known as the _____, located at _____, Santa Fe, NM (Premises) for the purpose of _____.

WITNESSETH:

In consideration of the Lessee's promises herein, Lessor hereby gives Lessee a Lease Agreement, revocable and terminable as hereinafter provided, to enter on, make use of, (and develop) the real property of Lessor as follows:

[Purpose of the lease]

1. **PREMISES**

Lessor allows Lessee to use, occupy, (and develop), subject to the terms and conditions of this Lease Agreement, a certain parcel of land known as (enter legal description and cite recordation information of plat or survey) (the "Premises"), as shown on **Exhibit A** of this Lease Agreement. *(Attach the legal document as an exhibit)*

Lessee accepts the Premises in its present state and agrees that it is in good condition, without any representation or warranty by Lessor as to the condition of the Premises.

2. **LEASE TERM**

a. Initial Term. The initial term of this Lease Agreement shall commence at 12:00 a.m. on the Effective Date. The term of this Lease Agreement shall consist of an "Initial Term" of July 1, 2027 (5) years. with XX (X) "Option Terms" of XX (X) years each.

b. Option Term. Lessee's exercise of any Option Term is contingent upon compliance with this Lease Agreement and with proper written notice by Lessee to Lessor at least ninety (90) days prior to the expiration of the Initial Term and approval or denial of any Option Term shall be at Lessor's sole discretion. All terms, covenants and conditions of this Lease Agreement, excepting the amount of rent to be paid, shall remain in full force and effect during any extension of the term.

c. Hold Over. In the event Lessee remains in possession of the Premises after the expiration of the Term of this Lease Agreement, such possession may, at the sole option of Lessor, be continued as a month-to-month tenancy. During any such month-to-month tenancy, the Rent due shall be prorated and payable on a monthly basis, and the terms and conditions of the Lease Agreement shall be otherwise applicable.

3. **RENT**

a. Base Rent. Lessee shall pay first year **Monthly rent** of **$4,196.28** which is due on the Effective Date and thereafter due in full on the first day of each month during the Term

without notice or demand and without deduction or offset for any cause whatsoever; the total first year annual rent is $50,355.36. Lessee shall make payments to; **Address**

b. Optional Terms Rent. The amount of rent to be paid during each exercised Option Term shall be the then-prevailing fair market rental value of the Premises (less the value of Lessee's improvements and inventory on the Premises), as determined by Lessor, and in no event shall the amount of annual rent be less than the amount of annual rent paid during the previous year.

c. Penalty for Late Rent Payment. If money payable to Lessor as a condition of this Lease Agreement is not paid in full when due, a penalty of 10% of the amount due and unpaid shall be added to the amount due, and the total sum of the then-due rental payment plus penalty shall become immediately due and payable to Lessor. A further penalty of 10% of the amount due and unpaid, including previously assessed penalties, shall be added for each additional month that said amount remains unpaid. The assessment and collection of the 10% penalty is in addition to any other rights of Lessor, if Lessee does not faithfully perform the terms, covenants and conditions of this Lease Agreement.

d. Increase in Rent. Rent shall be increased annually, effective on the first anniversary of the Rent Commencement Date and annually thereafter. Annual increases in Rent shall be based on the Rent Schedule below.

e. Rent Schedule. In consideration of this Lease Agreement, City and Lessee agree to the Rent Schedule attached as Exhibit B.

4. USE OF PREMISES

a. Conditions of Use. Lessee shall use the Premises solely for the purpose of operating the "----- subject to the following conditions:

i. (Insert conditions and/or requirements)

ii.

b. Improvement of the Premises. Lessee may, with the prior written consent of Lessor and at no cost to Lessor, make improvements to the Premises which are required to comply with the City of Santa Fe Land Use Code, which includes the Historic District Development Rules, the State of New Mexico Construction Industries Code and all other applicable local, state and federal regulations. Lessee shall upon Lessor's request, remove all such improvements made to the Premises at the termination of this Lease Agreement.

c. Trade Fixtures. All trade fixtures installed by Lessee after the Effective Date of this Lease Agreement shall remain the property of Lessee, who may remove the same upon termination of this Lease Agreement, provided that removal shall be done in such a manner as not to injure or damage the Premises. In the event that Lessee fails to remove said trade fixtures after receipt of notice from Lessor to do so, Lessor may remove and dispose of the same as it sees fit and Lessee agrees to sell, assign, transfer and set over to Lessor all of Lessee's right, title and interest in and to said trade fixtures and any personal property not removed by Lessee. Lessee further agrees that should Lessor remove said trade fixtures pursuant to this paragraph. that Lessee shall pay Lessor upon demand the cost of such removal, plus the cost of transportation and disposal thereof.

d. Compliance with Laws. Lessee's use of the Premises shall at all times be in compliance with the City of Santa Fe Municipal Code and other applicable local, state and federal regulations including but not limited to compliance with the City of Santa Fe Integrated Pest Management Policy (§ 1 0-7 SFCC 1987) (the Pest Management Policy).

5. REPAIRS & MAINTENANCE

a. During the term of this Lease and any extension or renewal thereof, Lessee shall not cause or permit any waste, damage or injury to the Premises or to any improvements made to the Premises.
b. During the term of this Lease and any extension or renewal thereof, Lessee shall, at its sole expense, keep and maintain the Premises in good and clean condition at all times and shall be responsible for the costs of any and all required repairs, replacements, and capital improvements that arise during the Term of this Lease Agreement.
c. Repairs and replacements required to be made by the Lessee shall be made promptly as and when necessary and shall be at least equal in quality of materials and workmanship to that originally existing in the Premises.
d. During the term of this Lease and any extension or renewal thereof, Lessee shall maintain the landscaping and plants between the building and the sidewalk along the entire perimeter of the building.
e. Lessee shall at all times During the term of this Lease and any extension or renewal thereof, and in a timely manner, provide a safe Premises by eliminating conditions caused by, including and not limited to, snow, ice, debris, mold and standing water.
f. Lessor reserves the right to inspect the Premises at any time during the Term of this Lease Agreement to verify Lessee's compliance with this Section 5. In the event Lessee fails to maintain the Premises at a standard acceptable to the Lessor, as determined in Lessor's sole discretion, Lessor may terminate this Lease Agreement in accordance with Section 13 herein.
g. Repair and maintenance shall be to the sole satisfaction of Lessor, and if Lessee fails to fulfill any duty imposed under this Section 5 within a reasonable period of time, City may, and is not required to, perform those duties at Lessee's sole cost. Lessee shall promptly cooperate with Lessor if Lessor undertakes to perform such duties. No action by Lessor taken pursuant to this Section 5 shall constitute a waiver of Lessee's obligations. Lessee's obligations under this Section 5 shall survive the expiration or termination of this Lease Agreement.

6. UTILITIES & SERVICES

Lessee, at Lessee's sole cost and expense, agrees to provide the following:
a. All gas, electricity, water, sanitary sewer service and refuse deposal services; and
b. Janitorial supplies and services; and
c. Pest control services; and
d. Snow removal services.

7. TAXES

Lessee shall pay all taxes levied and assessed, if any, upon any personal property, fixtures and improvements belonging to Lessee and located upon the demised Premises, and all leasehold and possessory interest taxes levied or assessed by any proper taxing authority.

8. SUBLEASE, ASSIGNMENT OR TRANSFER

Lessee shall not sublet, assign or otherwise transfer this Lease Agreement, without the prior written consent of Lessor, which Lessor may withhold for any or no reason. Any such actions taken by Lessee without Lessor's consent shall result in the immediate termination of this Lease Agreement.

9. INSURANCE

Lessee shall at all times maintain and provide adequate insurance coverage which includes, without limitation, each of the following:

a. Property Insurance. Lessee shall carry and maintain in full force and effect during the term of this Lease Agreement casualty insurance ("extended coverage" and "additional extended coverage") as may be available for all improvements to the Premises in an amount sufficient to restore and replace existing structures and improvements if lost or damaged by any form of casualty. Lessee shall cause the City of Santa Fe to be named as an additional insured on such policy of insurance.

Commercial General Liability Insurance which shall be written on an occurrence basis and be at least as broad as the latest version of ISO form CG 00 01 with limits of not less than $1,000,000 per occurrence and $2,000,000 in the aggregate for claims against bodily injury, personal and advertising injury, and property damage. Such policy shall include Broad Form Contractual Liability coverage and shall be endorsed to include the City, its, directors, officials, officers, employees, agents, and volunteers as additional insureds on all primary and excess policies for ongoing and completed operations performed by, or behalf of Contractor. Such additional insured coverage shall be as broad as that provided by ISO form CG 2010 (ongoing operations) and CG 20 37 (completed operations).

Workers' Compensation Insurance with statutory limits, and **Employer's Liability insurance** with limits of not less than $1,000,000 per accident or disease. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City, its directors, officials, officers, employees, agents, and volunteers.

b. Certificates of Insurance. Prior to the Effective Date of this Lease Agreement, and thereafter at any time during the Term of this Lease Agreement that Lessor requests, Lessee shall provide Lessor with certificates of insurance for each policy evidencing that the coverage required hereunder is current. Such policy shall provide that the coverage evidenced thereby shall not be terminated or modified for any reason without thirty (30) days prior written notice to the Lessor. A certificate or policy which states that failure to give such notice imposes no obligation on the part of the insurer shall be unacceptable to Lessor, and Lessee shall be responsible for removing such language from such certificate or policy.

10. INDEMNIFICATION

Lessee shall indemnify, hold harmless and defend Lessor from all losses, damages, claims or judgments, including payment of all attorney's fees and costs, on account of any suit, judgment, execution, claim, action or demand whatsoever arising from damages occurring on the Premises and Lessee's use of the Premises hereunder, including use of the Premises by Lessee's employees, agents, representatives, contractors, agents, guests, invitees or permitted assigns.

Lessee shall cause any and all agreements that Lessee enters into with any of the above parties to contain language indemnifying Lessor as provided in this Section.

11. NEW MEXICO TORT CLAIMS ACT

Any liability incurred by Lessor in connection with the Lease Agreement is subject to the immunities and limitations of the New Mexico Tort Claims Act, Section 41-4-1, et seq. NMSA 1978, as amended. The City and its "public employees" as defined in the New Mexico Tort Claims Act, do not waive sovereign immunity, do not waive any defense, and do not waive any limitation of liability pursuant to law. No provision of this License modifies or waives any provision of the New Mexico Tort Claims Act.

12. EASEMENTS

Lessor reserves the exclusive right to grant access, utility or other easements on or through the Premises. Lessor shall notify Lessee in writing prior to Lessor's grant of any easement through the Premises.

13. TERMINATION

a. Lessor may terminate this Lease Agreement upon Lessee's failure to comply with any provisions contained herein. Prior to termination, Lessor shall hand deliver or mail notice to Lessee via certified or registered mail specifying:
   i. the breach;
   ii. the action required to cure the breach;
   iii. a date, not less than fifteen (15) days from the date the notice is hand delivered or mailed to Lessee, by which such breach must be cured; and
   iv. that failure to cure such breach on or before the date specified in the notice will result in termination of the Lease Agreement.
b. Lessee may terminate this Lease Agreement with written notice to Lessor at least thirty (30) days prior to the termination date.
c. At the termination of this Lease Agreement Lessee shall surrender the Premises in the condition in which they were at the inception of this Lease Agreement, excepting:
   i. Deterioration caused through reasonable use and ordinary wear and tear;
   ii. Alterations, improvements or conditions made with Lessor’s written approval.

14. NOTICE

Any required notice will be deemed delivered, given and received (i) when personally hand delivered, or (ii) five days after the same are deposited in the United States mail, postage prepaid, registered, addressed to the applicable party at the address indicated below for such party, or at such other address as may be designated by either party in a written notice to the other party:

To Lessor:
Attn.

To Lessee: Name
Attn.
Address
City, St Zip

With a copy to:
Attn. Asset Development Manager

15. NO WAIVER

No waiver of a breach of any of the provisions contained in this Lease Agreement shall be construed to be a waiver of any succeeding breach of the same or any other provisions.

16. SEVERABILITY

In the event that one or more of the provisions contained in this Lease Agreement or any application thereof shall be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and any other application thereof shall not in any way be affected or impaired thereby.

17. ENTIRE AGREEMENT

The foregoing constitutes the entire Lease Agreement between the Parties, represents their entire understanding, and defines all of their respective rights, title, and interests as well

as all of their duties, responsibilities and obligations. Any and all prior lease agreements and understandings between the Parties related to the Premises, if any, are merged herein. This Lease Agreement shall not be modified or amended except by a written document signed by the Parties.

18. BINDING EFFECT

This Lease Agreement shall be binding upon and insure to the benefit of the Parties hereto and their respective successors and permitted assigns.

19. LITIGATION EXPENSE

In the event of litigation between the Parties, Lessee shall pay any necessary costs, including reasonable attorney's fees, expenses and other costs of collection or otherwise, which Lessor shall incur in enforcing this Lease Agreement or in recovering any and all damages caused to the Premises by Lessee, or Lessee's contractors, agents, employees or permitted assigns.

20. HEADINGS

The section headings contained in this Lease Agreement are for reference purposes only and shall not affect the meaning or interpretation of this Lease Agreement.

21. APPLICABLE LAW; VENUE

In any action, suit or legal dispute arising from this Lease Agreement, Lessee agrees that the laws of the State of New Mexico shall govern. The Parties agree that any action or suit arising from this Lease Agreement shall be commenced in a federal or state court of competent jurisdiction in New Mexico. Any action or suit commenced in the courts of the State of New Mexico shall be brought in the First Judicial District Court.

22. AMENDMENT

This Lease Agreement shall not be altered, changed or modified except by an amendment in writing executed by the Parties hereto.

23. <u>SECURITY DEPOSIT</u>

Lessee shall deposit with City, upon execution hereof, the Security Deposit of one month's rent as security for Lessee's faithful performance of its obligations under this Lease Agreement. If Lessee fails to pay Rent, or otherwise defaults under this Lease Agreement, City may use, apply or retain all or any portion of said Security Deposit for the payment of any amount due City or to reimburse or compensate City for any liability, expense, loss or damage which City may suffer or incur by reason thereof. If City uses or applies all or any portion of the Security Deposit, Lessee shall within 10 days after written request therefor deposit monies with City sufficient to restore said Security Deposit to the full amount required by this Lease Agreement. If the Base Rent increases during the term of this Lease Agreement, Lessee shall, upon written request from City, deposit additional monies with City so that the total amount of the Security Deposit shall always bear the same proportion to the increased Base Rent as the initial Security Deposit bore to the initial Base Rent. Should the Agreed Use be amended to accommodate a material change in the business of Lessee or to accommodate a sublessee or assignee, City shall have the right to increase the Security Deposit to the extent necessary, in City's reasonable judgment, to account for any increased wear and tear that the Premises may suffer as a result thereof. If a change in control of Lessee occurs during this Lease Agreement and following such change the financial condition of Lessee is, in City's reasonable judgment, significantly reduced, Lessee shall deposit such additional monies with City as shall be sufficient to cause the Security Deposit to be at a commercially reasonable level based on such change in financial condition. City shall not be required to keep the Security Deposit separate from its general accounts. Within 30 days after

the expiration or termination of this Lease Agreement, if City elects to apply the Security Deposit only to unpaid Rent, and otherwise within 60 days after the Premises have been vacated, City shall return that portion of the Security Deposit not used or applied by City. No part of the Security Deposit shall be held in trust, to bear interest or to be prepayment for any monies to be paid by Lessee under this Lease Agreement.

24. *(for leases where lessee will construct substantial improvements)* **CONSTRUCTION OF IMPROVEMENTS**

a. Construction Assurance. Prior to the commencement of any construction or work of improvement on the Premises ("Improvements"), Lessee shall furnish to Lessor evidence that sufficient monies will be available to complete the Improvements. Such evidence shall represent at least the total estimated cost of construction and such evidence may take on of the following forms:
   i. Performance Bond - To be supplied by Lessee's contractor(s) and issued jointly to Lessee and Lessor as Obligee; or
   ii. Irrevocable Letter of Credit – or other form of banker's assurance issued to Lessor from a financial institution licensed to do business in the State of New Mexico and covered by Federal Depository Insurance which shall remain in effect until Lessor acknowledges satisfactory completion of construction of Improvements.

b. Turnover or Removal of Improvements.
   i. Turnover of Improvements – If Lessor directs that the Improvements be turned over to Lessor at the expiration of this Lease Agreement, they shall be turned over in a state of good condition and repair.
   ii. Removal of Improvements – If Lessor directs that the Improvements be removed, all or in part, prior to the expiration or termination of this Lease Agreement, Lessee shall remove all Improvements from the Premises, at Lessee's sole cost. Lessee shall restore the portions of the Premises from which it removes any Improvements, as nearly as reasonably possible, to a level graded condition at Lessee's sole cost. If Lessee has not removed the Improvements in a reasonable amount of time after the expiration or termination of this Lease Agreement, then Lessor may, at its option, declare the Improvements to be Lessor-owned real property, use or dispose of the remaining personal property pursuant to applicable law, and otherwise restore the Premises at Lessee's sole cost.
   iii. Removal of Hazardous Materials – All hazardous on the Premises used or stored by Lessee must be removed prior to the expiration or termination of this Lease Agreement, whether or not the Improvements remain on the Premises.

[REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY]

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have executed this Lease Agreement as of this _____ day of _____, 20___.

LESSOR:

_____

DATE: _____

LESSEE: **LESSEE NAME**

_____

LESSEE NAME, TITLE

DATE: _____

ATTEST:

_____

APPROVED AS TO FORM FOR LEGAL SUFFICIENCY:

_____

APPROVED AS TO FINANCE:

_____

[*REMAINDER OF THIS PAGE LEFT BLANK INTENTIONALLY*]

Exhibit A ***Add Premises Exhibit***

Exhibit B ***Add Rent Schedule***