



REQUEST FOR PROPOSAL

Adults and Dislocated Workers Services Provider Under the Workforce Innovation and Opportunity Act

WCCNM Procurement No. RFP 21-003

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I. INTRODUCTION

The Workforce Connection of Central New Mexico is soliciting competitive sealed bid proposals for three procurements for an effective date of July 1, 2021. Those proposals include the One-Stop Operator, the Adults and Dislocated Workers and the Youth Services Provider requests for proposals. Offerors are encouraged to bid on any one or more of the individual requests for proposals. However, Offerors must **strictly** follow the guidelines and instructions included in each procurement in order to be considered. Failure to follow the requirements of each request for proposal would constitute the Offeror's response to be considered non-responsive causing the proposal to be rejected. Below are the guidelines and instructions required for bidding on the Adults and Dislocated Workers Service Provider Request for Proposal.

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The Workforce Connection of Central New Mexico (WCCNM) seeks experienced organizations to provide workforce development services for adults and dislocated workers under the Workforce Innovation and Opportunity Act (WIOA), with the ultimate goals of helping customers obtain skills, credentials and work experience, and businesses to connect with a qualified workforce. WCCNM will evaluate all timely submissions in response to this Request for Proposal (RFP) and competitively award contracts to bidders whose submission are most responsive to the need for services described herein.

WCCNM envisions a system of seamless coordination among providers and partners in the workforce system that can connect residents, particularly those with barriers to employment, to career pathways leading to family-sustaining jobs in growing industries. The following set of policy principles reflect the priorities in WIOA to guide the selection of contractors and the allocation of funding through the RFP process. These include:

- A results-oriented system that delivers high-quality training, placements, retention, and other outcomes;
- Services and performance metrics tailored to the needs of New Mexico's population;
- Strong strategic partnerships and leveraging of other public and private funds;
- Increased and improved employer engagement, particularly through sector strategies; and
- Increased opportunities for employer-driven training.

B. BACKGROUND INFORMATION

1. Workforce Development Board - Vision, Mission and Objectives

Vision: WCCNM Business-Driven American Job Centers

A strong economic environment, growing industries, highly competitive and profitable businesses, skilled and productive workers and growing, thriving communities.

Mission: WCCNM Business-Driven American Job Centers

To deliver value-added workforce and human resource services that contribute to an economic environment in which Central Area industries are growing, businesses are highly competitive and profitable, workers are skilled and productive, and communities are growing and thriving.

Objectives and Operational Goals: WCCNM Business-Driven American Job Center Network

Deliver value-added workforce and human resource services by:

1. Establishing industry groups and/or active working relationships with existing industry groups for the purpose of developing value-added workforce and human resources services, including training and other customized services, including process for the referral of qualified job applicants;
2. Providing basic human resource services to all businesses in the Central Area;
3. Providing customized services to industries designated an economic priority;
4. Training individuals to industry standards and employer-based certifications;
5. Providing a designated Account Representative to businesses in each priority area;
6. Providing single point of contact for businesses;
7. Providing dedicated phone line for businesses;
8. Packaging services to meet the expressed requirements of the business community;
9. Eliminating duplicate business contacts; and
10. Providing value-added services, i.e., services that are relevant, valuable, reliable, customized, responsive, flexibly delivered, accessible and meet expectations.

The WCCNM vision aligns and supports the Governor's vision for "a state workforce development system which incorporates the critical need for integrating workforce development and economic development activities." This will require the local areas to design programs/pathways to ensure education and training at every level are closely aligned with jobs/industries (new and expanding) that are in demand and in high growth occupations in the Central Area.

2. LMI and Local Workforce Statistics

Albuquerque, Metropolitan Statistical Area (MSA), New Mexico – The Albuquerque MSA, located approximately in the center of the state, comprises four counties: Bernalillo, Sandoval, Torrance, and Valencia. Roughly half the people in New Mexico live in the Albuquerque area. Most of the state's major technological industries and businesses are located in this area.

The preliminary estimated total number of unemployed (seasonally adjusted) in October, 2020 for Albuquerque, MSA was 7.5% seasonally adjusted compared to the United States average of 6.9% also seasonally adjusted.

There were 16,661 job openings advertised online in Albuquerque, MSA in October, 2020.

The total number of preliminary advertised online job openings in October, 2020 for Albuquerque, MSA was 16,450.

The employers with the highest number of job openings advertised online in Albuquerque, MSA in October 2020 are Presbyterian Healthcare Services (1,069), University of New Mexico (914), Lovelace Health System (395), Ardent Health Services (397), Chalk Mountain Services of Texas (296).

The Preliminary average weekly wage for Albuquerque, MSA in 1st quarter, 2020 was \$993. This would be equivalent to \$24.83 per hour or \$51,636 per year, assuming a 40-hour week worked the year around.

The metro areas with the highest preliminary estimated average weekly wages in New Mexico for the 1st quarter, 2020 are Santa Fe, MSA, New Mexico (\$995), Albuquerque, MSA, New Mexico (\$993), Farmington, MSA, New Mexico (\$903), and Las Cruces, MSA, New Mexico (\$830).

The total civilian preliminary labor force (seasonally adjusted) for Albuquerque, MSA in October August, 2020 was 431,986, of which 399,427 were employed and 32,559 were unemployed. The unemployment rate was 7.5% percent.

The metro areas in New Mexico with the highest preliminary unemployment rate (not seasonally adjusted) in October, 2020 were Farmington, MSA, New Mexico (9.3%), Santa Fe, MSA, New Mexico (7.7%). Las Cruces, MSA, New Mexico (7.4%) and Albuquerque, MSA, New Mexico (7.4).

The total number of employees located in Albuquerque, MSA in 1st quarter, 2020 was 399,427.

The largest sector in the Albuquerque, NM MSA is Health Care and Social Assistance, employing 72,500 workers. The next-largest sectors in the region are Accommodation and Food Services (43,653 workers) and Retail Trade (42,623). High location quotients (LQs) indicate sectors in which a region has high concentrations of employment compared to the national average. The sectors with the largest LQs in the region are Professional, Scientific, and Technical Services (LQ = 1.30), Public Administration (1.28), and Health Care and Social Assistance (1.23).

In the public sector, local government was down 4,000 jobs, or 3.9 percent. Employment in state government decreased by 1,200 jobs, or 2.3 percent. Federal government reported a gain of 1,300 jobs, or 4.4 percent.

Over the year, the Albuquerque MSA shed 24,600 jobs in total nonfarm employment, representing a loss of 6.2 percent. The following private sector industries lost jobs: leisure and hospitality, down 11,200 jobs, or 24.6 percent; trade, transportation, and utilities, down 2,600 jobs, or 4.1 percent; professional and business services, down 2,100 jobs, or 3.3 percent; education and health services, down 2,000 jobs, or 3.1 percent; miscellaneous other services, down 1,500 jobs, or 12.0 percent;

manufacturing, down 1,200 jobs, or 7.2 percent; financial activities, down 900 jobs, or 4.7 percent; information, down 600 jobs, or 10.0 percent; and mining and construction, down 400 jobs or 1.6 percent. In the public sector, state government was down 1,500 jobs, or 5.7 percent, local government was down 1,100 jobs, or 2.7 percent, and federal government was up 500 jobs, or 3.5 percent.

Sectors in the Albuquerque, NM MSA with the highest average wages per worker are Professional, Scientific, and Technical Services (\$81,968), Utilities (\$79,651), and Management of Companies and Enterprises (\$73,855). Regional sectors with the best job growth (or most moderate job losses) over the last 5 years are Health Care and Social Assistance (+7,100 jobs), Construction (+4,679), and Professional, Scientific, and Technical Services (+4,280).

Over the next 1 year, employment in the Albuquerque, NM MSA is projected to contract by 247 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1.1% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (+818 jobs), Accommodation and Food Services (+116), and Construction (+92).

The largest major occupation group in the Albuquerque, NM MSA is Office and Administrative Support Occupations, employing 57,677 workers. The next-largest occupation groups in the region are Sales and Related Occupations (39,039 workers) and Food Preparation and Serving Related Occupations (38,629). High location quotients (LQs) indicate occupation groups in which a region has high concentrations of employment compared to the national average. The major groups with the largest LQs in the region are Life, Physical, and Social Science Occupations (LQ = 1.86), Architecture and Engineering Occupations (1.42), and Healthcare Support Occupations (1.25).

Occupation groups in the Albuquerque, NM MSA with the highest average wages per worker are Management Occupations (\$104,000), Architecture and Engineering Occupations (\$94,500), and Legal Occupations (\$88,000). The unemployment rate in the region varied among the major groups from 1.6% among Legal Occupations to 11.4% among Farming, Fishing, and Forestry Occupations.

Over the next 1 year, the fastest growing occupation group in the Albuquerque, NM MSA is expected to be Healthcare Support Occupations with a +1.9% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Healthcare Support Occupations (+421 jobs) and Healthcare Practitioners and Technical Occupations (+169). Over the same period, the highest separation demand (occupation demand due to retirements and workers moving from one occupation to another) is expected in Food Preparation and Serving Related Occupations (6,739 jobs) and Office and Administrative Support Occupations (6,529).

The top four occupations with the largest annual supply gap include HealthCare Practitioners and Technical Occupations, Management Occupations, Business and Financial Occupations, and Computer and Mathematical Occupations.

The population in the Albuquerque, NM MSA was 910,012 per American Community Survey data for 2014-2018.

The region has a civilian labor force of 439,635 with a participation rate of 60.7%. Of individuals 25 to 64 in the Albuquerque, NM MSA, 30.9% have a bachelor's degree or higher which compares with 32.9% in the nation.

The median household income in the Albuquerque, NM MSA is \$52,014 and the median house value is \$186,596.

The average worker in the Albuquerque, NM MSA earned annual wages of \$47,434 as of 2020Q1. Average annual wages per worker increased 3.9% in the region over the preceding four quarters. For comparison purposes, annual average wages were \$57,624 in the nation as of 2020Q1.

The Cost-of-Living Index estimates the relative price levels for consumer goods and services. When applied to wages and salaries, the result is a measure of relative purchasing power. The cost of living is 7.1% lower in Albuquerque, NM MSA than the U.S. average.

Cost of Living Information

	Annual Average Salary	Cost of Living Index (Base US)	US Purchasing Power
Albuquerque, NM MSA	\$47,434	92.9	\$51,065
New Mexico	\$46,399	92.1	\$50,394
USA	\$57,624	100.0	\$57,624

Source: JobsEQ®

Data as of 2020Q1

Cost of Living per C2ER, data as of 2020q1, imputed by Chmura where necessary.

Post COVID-19 Impact Projections - Over the next 4-year, employment in the Albuquerque, NM MSA is projected to contract by 1926 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1 (vs) +1.1% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (2853 (vs) +3,329 jobs), Accommodation and Food Services (315 (vs) +464), and Construction (255 (vs) +370)

Albuquerque, NM MSA - COVID, 2020Q1¹

NAICS	Industry	Current Empl	Current Avg Ann Wages	LQ	1-Year History		Total Demand	4-Year Forecast			
					Empl Change	Ann %		Exits	Transfers	Empl Growth	Ann % Growth
62	Health Care and Social Assistance	72,500	\$49,569	1.23	1,285	1.8%	30,019	13,390	13,776	2,853	1.0%
72	Accommodation and Food Services	43,653	\$20,867	1.18	367	0.8%	26,478	11,661	14,503	315	0.2%
44	Retail Trade	42,623	\$30,979	1.02	-781	-1.8%	20,403	9,720	12,225	-1,542	-0.9%
54	Professional, Scientific, and Technical Services	36,005	\$81,968	1.30	1,509	4.4%	12,165	4,530	7,641	-6	0.0%
61	Educational Services	31,364	\$47,160	0.94	115	0.4%	10,699	5,436	5,843	-580	-0.5%
23	Construction	28,041	\$50,843	1.19	1,217	4.5%	11,092	3,898	6,938	255	0.2%
56	Administrative and Support and Waste Management and Remediation Services	27,478	\$35,851	1.05	510	1.9%	12,215	5,249	7,129	-162	-0.1%
92	Public Administration	24,686	\$64,852	1.28	619	2.6%	8,283	3,770	5,122	-609	-0.6%
31	Manufacturing	17,613	\$56,814	0.52	737	4.4%	6,209	2,626	4,495	-911	-1.3%
81	Other Services (except Public Administration)	15,875	\$31,111	0.87	-70	-0.4%	6,639	3,171	3,770	-302	-0.5%
52	Finance and Insurance	13,528	\$66,108	0.84	297	2.2%	4,986	1,899	3,113	-27	0.0%

Post COVID-19 Impact Projections - Over the next 4-year, employment in the Albuquerque, NM MSA is projected to contract by 1926 jobs. The fastest growing sector in the region is expected to be Health Care and Social Assistance with a +1 (vs) +1.1% year-over-year rate of growth. The strongest forecast by number of jobs over this period is expected for Health Care and Social Assistance (2853 (vs) +3,329 jobs), Accommodation and Food Services (315 (vs) +464), and Construction (255 (vs) +370)

Albuquerque, NM MSA - COVID, 2020Q1¹

NAICS	Industry	Empl	Current	LQ	1-Year History		Total Demand	Exits	4-Year Forecast		
			Avg Ann Wages		Empl Change	Ann %			Transfers	Empl Growth	Ann % Growth
48	Transportation and Warehousing	13,099	\$51,757	0.70	60	0.5%	5,132	2,289	3,103	-260	-0.5%
42	Wholesale Trade	11,838	\$59,133	0.77	55	0.5%	4,416	1,829	3,027	-439	-0.9%
71	Arts, Entertainment, and Recreation	9,487	\$24,159	1.15	226	2.4%	4,702	2,182	2,643	-123	-0.3%
51	Information	6,603	\$53,598	0.82	-924	-12.3%	2,007	871	1,550	-414	-1.6%
53	Real Estate and Rental and Leasing	6,600	\$42,180	0.93	96	1.5%	2,543	1,192	1,421	-70	-0.3%
55	Management of Companies and Enterprises	3,848	\$73,855	0.62	124	3.3%	1,318	507	863	-53	-0.3%
11	Agriculture, Forestry, Fishing and Hunting	2,256	\$17,836	0.42	-18	-0.8%	881	407	549	-75	-0.8%
22	Utilities	1,561	\$79,651	0.75	-47	-2.9%	513	201	353	-41	-0.7%
21	Mining, Quarrying, and Oil and Gas Extraction	270	\$56,484	0.15	-16	-5.6%	108	35	74	-1	-0.1%
	Total - All Industries	408,928	\$47,434	1.00	5,360	1.3%	170,763	73,949	98,741	-1,926	-0.1%

Source: JobsEQ®

Data as of 2020Q1

Note: Figures may not sum due to rounding.

1. All data based upon a four-quarter moving average.
Exits and transfers are approximate estimates based upon occupation separation rates.

Priority Industry Sectors and Career Pathways

The intent of business services is to connect employers to resources with the goals of strengthening and growing the economy, supporting job creation, and meeting the hiring needs of employers. Per WIOA law, the WCCNM will lead regional sector strategies and business services, and as such, will contract with agencies through this RFP for business services staff who will work with and on behalf of the WCCNM.

Businesses identified as being first tier sector industries in Construction (Commercial), Healthcare and Green Energy. Second tier sector industries are identified in the table below:

<u>2ND TIER INDUSTRIES</u>
Call Center
Manufacturing
Retail/Service
Hi-Tech/Bio-Technology
IT/Research & Development
Agriculture
Education
Government
Aviation

C. SCOPE OF PROCUREMENT

WCCNM anticipates funding contracts for the one-year period from July 1, 2021 through June 30, 2022. Pending performance, compliance, and available funding, each contract will be renewable on an annual basis for one or two option years until June 30, 2024. Bidders are asked to submit budgets for a one-year period. WCCNM anticipates awarding a single contract for the Adults and Dislocated Workers Service for the 2021-2022 contract year, based on USDOL and NMDWS allocations. Upon recommendation and approval of the provider(s), budget negotiations will begin.

D. PROCUREMENT MANAGER

1. WCCNM has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, address, telephone number and e-mail address are listed below:

Name: Cindy Cordova, Procurement Officer
Address: German • Burnette & Associates, LLC
11728 Linn Avenue, NE
Albuquerque, NM 87123

Telephone: (505) 310-9111
Fax: (505)275-1283
Email: melanie@germanassociates.com

E. WIOA

1. Overview

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. WCCNM and its contracted service providers will play critical roles in realizing the vision of WIOA for New Mexico businesses and job-seekers. WIOA reauthorizes and reforms the federal workforce system, providing several modifications and improvements that will enable job seekers to connect to good jobs and acquire skills needed to obtain them. Specific to the services being procured through this RFP are changes intended to provide jobseekers with access to high quality training and help them acquire industry-recognized credentials for in-demand jobs. WIOA encourages focusing resources and activities on:

- Training that leads to industry-recognized credentials;
- Design and use of career pathways in priority industry sectors to provide education, training, and employment assistance to accelerate job seekers' educational and career advancement; and
- Improved customer choice and quality through multiple methods, including Individual Training Accounts (ITAs), pay for performance contracts and direct contracts with higher education providers.

Documents issued by USDOL in relation to WIOA identify seven important features of high-quality, job-driven training and employment services. WIOA partners are required to "integrate these elements into their strategic planning and program operations."

These elements include:

- Employer Engagement: Work up-front with employers, industry associations, and unions to determine local hiring needs and design responsive training and services, and seek employer commitments to provide work-based learning opportunities and to hire program graduates;
- Earn-and-Learn: Offer work-based learning opportunities such as on-the-job training (OJT) internships, and apprenticeships as training paths to employment;

- Use of Data: Gather, analyze, and make use of labor market data to inform program offerings, guide job seekers, and improve provider accountability;
- Outcome Measurement: Measure and evaluate employment and earnings outcomes to inform job-seekers and to help programs continuously improve;
- Career Pathway “Stepping Stones”: Support job-seekers’ progression from one step to another toward education, credentials, and employment goals;
- Opening Doors: Provide supportive services such as transportation, child care, financial and benefits counseling, and career guidance, as well as accommodations for persons with disabilities, to allow all individuals to benefit from workforce opportunities; and
- Regional Partnerships: Coordinate among One Stop Career Centers, employers, education and training providers, economic development agencies, labor, philanthropy, community-based organizations, and other private and public entities in order to leverage resources, design and implement sector strategies, and provide a network of employment, training, and related services.

2. New Mexico Strategic Plan

New Mexico’s Workforce System Strategies include the following:¹

- Strengthen workforce development and education linkages.
 - Improving alignment between workforce training and education and promote cross-agency planning, communication, and goal setting between the Adult Education Program and workforce system partners through State Board and State Administrative Entity partnerships; and
 - Working to improve developmental education programs and curricula by:
 - Collaborating with employers and industry organizations to ensure postsecondary and adult education curricula are relevant to the needs of growing industry sectors and credentials validated by employers;
 - Integrating remedial material directly into occupational skills training to ensure postsecondary and adult education remedial course work and curricula are relevant to the job market;
 - Improving adult education and postsecondary collaboration and curriculum alignment to better provide remediation for matriculated postsecondary students; and
 - Leveraging resources across workforce development and the Adult Education Program, when possible.
- Emphasize work-based experiences for target populations.
 - Promoting the value of occupational learning through paid work experience on the job, such as through the development of apprenticeships, paid internships, incumbent worker or customized training, and transitional jobs;

¹ New Mexico Workforce Innovation and Opportunity Act (WIOA) Combined State Plan Program Years 2020 – 2023.

- Encouraging public/private partnerships among business, education, community and civic organizations, and economic development to create work-based training opportunities that both feed career pathways for job seekers and satisfy job-driven strategies of employers and industries;
- Using skills assessments and credentialing to promote the value of job ready individuals to potential employers in developing work-based experiences; and
- Exploring the offerings of other related programs, outside of the state plan, that offer opportunities to help individuals gain increased skills and experience that can lead to potential future job opportunities and employment.
- Emphasize broader participation in career pathways and sector strategies.
 - Coordinating strategic planning efforts around high-demand sectors with local industries, community colleges, adult education and literacy programs, and workforce boards as a means to building and leveraging those partnerships;
 - Incentivizing collaboration between local boards, and education and training providers to explore career pathway models that begin in community colleges and combine classroom instruction and academic credential attainment with paid work experience, including such models that integrate basic skills instruction with postsecondary courses; and
 - Supporting the needs of regional economies by using and relying on labor market analysis and other information such as job vacancy postings:
 - To identify and capitalize on areas with growth opportunity and gaps in service where workforce development activities can be strengthened;
 - To educate businesses on the types of customized solutions that can be developed to meet their needs; and
 - To inform regional strategies and local decision making policies.
- Increase coordination efforts between employment and training activities and partner programs to improve the quality of participants' experiences and interactions with the workforce system.
 - Work to align resources to support integrated service delivery to ensure that interested partners and agencies- whether focused on education, workforce development, or human and social services – are aware of a joint commitment for improved collaboration and coordination across programs and funding sources;
 - Formalize points of contact within partner programs to provide for more seamless referral processes and more robust follow-up activities to ensure positive outcomes of participants to other partner programs;
 - Improve ability of staff in the workforce centers to assist all individuals, including individuals with disabilities and other barriers to employment by providing coordinated technical assistance and staff training and development for one-stop centers, partners, and eligible training providers on the provision of services to individuals with barriers to employment;
 - Identify and coordinate outreach efforts to shared customers, as well as the

provision of information and customized solutions to shared employers, where appropriate;

- Support universal accessibility to services and products for all customers, including special and targeted populations; i.e. dislocated workers, low-income individuals, migrants and seasonal farm workers, individuals training for nontraditional employment, veterans, public assistance recipients, and individuals with multiple barriers to employment, including older individuals, individuals with limited English-speaking proficiency and/or basic skills deficiency, and individuals with disabilities; and
- Work to continuously improve quality of services by periodically and collectively assessing common performance outcomes, customer service experiences, and the strength of collaborative efforts across partners, as a means to identify and expand the most effective workforce activities within New Mexico's workforce development system.

3. Local Requirements

- The WCCNM system will utilize all available resources to serve the increased numbers of workers in need through the use of regular formula funding and additional federal funds when available. With the availability of additional funds, an increased number of workers may be served, through regular WIOA; in addition, ETA grants received through workforce partners where referrals or co-enrollments can occur.
- Partners within our system include state and local agencies, school districts, community-based organizations, faith-based organizations, higher education, ABE, Job Corps, Division of Vocational Rehabilitation, Commission for the Blind, Ticket to Work, SL-Start, Goodwill Industries, Veterans programs, as well as other resource organizations and agencies.
- Closer coordination between the Career Development Specialists, partner and Business Unit staff, will facilitate in the preparation of our Region's under skilled adults, unemployed, dislocated workers, and other most in need populations for sustaining job opportunities and assist to gain a better understanding of labor market trends. This collaboration will result in the "supply pipeline" needed by business in high growth industries to fill job vacancies. Staff will begin to meet with the Board's re-established Business Alliance groups (Health Care, Green Jobs, and Construction) to identify gaps and ensure that the local workforce system is aligned with their local and regional efforts. The WCCNM will also strengthen employer awareness for workforce services by establishing strong business relationships with employers throughout the area, through the use of our local Business Units and the Boards' outreach efforts.
- The WCCNM adults and dislocated workers staff will thoroughly connect adults and dislocated workers and other targeted groups with a range of services and activities including quality secondary and post-secondary educational opportunities. These

opportunities will be recognized through the use of Career Services, Individual Training Accounts (ITA), intensive trainings, partner referrals, and apprenticeships, as well as needs-based payments and supportive services activities. This approach will ensure a continuum of education and training opportunities to those individuals who have been impacted by the economy. This may require the WCCNM to design programs/pathways to ensure that education and training at every level are closely aligned with jobs/industries (new and expanding) that are in demand and in high growth occupations in the Central Area.

- The Central Region has and will continue to collaborate with our local partners, through the Partner Memorandum of Understanding (MOU) and beyond, to develop workforce solutions and strategies for regional development and shared prosperity using successful and active workforce partnerships with community colleges, business and labor organizations, apprenticeships and other community organizations.

WCCNM's system priorities align and supports the Governor's vision to "Transform New Mexico into the nation's leader as a state of employability," by assisting in the development of skills gains to address and help eliminate barriers to employment. The following are a few of the system priorities that will be included in our plan:

- Target services meeting the changing needs of workers to retool their skills and re-establish themselves in viable career paths.
- Quickly respond to customer needs, reducing fragmentation, promote accountability and deliver services efficiently to engage the business community.
- Work to maximize our limited resources and ensure a high-quality workforce system for our businesses and workers.

4. Adults and Dislocated Workers Services

Specific to Adults and Dislocated Workers Services, WIOA mandates the following activities:

- Facilitation of a one-stop delivery system;
- Provision of career services for adults and dislocated workers;
- Provision of training services to adults and dislocated workers;
- Establishment and development of relationships and networks with large and small employers and their intermediaries; and
- Development, convening, or implementation of industry or sector partnerships.

Specifically, Adults and Dislocated Workers Activities include:

- Eligibility determination; outreach and intake;
- Initial assessment of skills and supportive service needs;
- Job search and placement assistance;

- Career planning and counseling;
- Provision of information on in-demand occupations and nontraditional employment;
- Recruitment and other business services for employers;
- Referrals to other One-Stop partner programs and other available programs in the community;
- Provision of labor market information;
- Information on supportive services available through other programs;
- Information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA;
- Comprehensive skills assessments;
- In depth interviewing and evaluation of barriers to employment;
- Development of an Individual Employment Plan;
- Group counseling;
- Short term prevocational services;
- Soft skills training; work experience;
- Financial literacy;
- Out of area job search assistance, training, supportive services, OJT, private sector training programs, and skill upgrading and retraining;
- Job readiness training;
- Adult education;
- Literacy activities; and
- Follow-up services.

F. DEFINITION OF TERMINOLOGY

“**Award**” means the final execution of the contract document.

“**Business Hours**” means 8:00 AM thru 5:00 PM Mountain Standard or Mountain Daylight Time, whichever is in effect on the date given.

“**Close of Business**” means 5:00 PM Mountain Standard or Daylight Time, whichever is in use at that time.

“**Confidential**” means confidential financial information concerning offeror’s organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act NMSA 1978 57-3-A-1 to 57-3A-7. See NMAC 1.4.1.45. As one example, no information that could be obtained from a source outside this request for proposals can be considered confidential information.

“**Contract**” means any agreement for the procurement of items of tangible personal property, services or construction.

“**Contractor**” means any business having a contract with a state agency or local public body.

“Determination” means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.

“Desirable” means the terms "may", "can", "should", "preferably", or "prefers" identify a desirable or discretionary item or factor.

“Electronic Version/Copy” means a digital form consisting of text, images or both readable on computers or other electronic devices that includes all content that the Original and Hard Copy proposals contain. The digital form may be submitted using a compact disc (cd) or USB flash drive. The electronic version/copy can NOT be emailed.

“Evaluation Committee” means a body appointed to perform the evaluation of Offerors’ proposals.

“Evaluation Committee Report” means a report prepared by the Procurement Manager and the Evaluation Committee for contract award. It will contain written determinations resulting from the procurement.

“Finalist” means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee.

“IT” means Information Technology.

“Mandatory” means the terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor will result in the rejection of the Offeror’s proposal.

“Offeror” is any person, corporation, or partnership who chooses to submit a proposal.

“One-Stop Operator” is a managing partner of the workforce system responsible for coordinating and leading partnership engagement, staff development to ensure comprehensive access to workforce services and supports.

“Procurement Manager” means any person or designee authorized by a state agency or local public body to enter into or administer contracts and make written determinations with respect thereto.

“Request for Proposals (RFPs)” means all documents, including those attached or incorporated by reference, used for soliciting proposals.

“Responsible Offeror” means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

“Responsive Offer” means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.

“Staff” means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.

“State (the State)” means the State of New Mexico.

“State Agency” means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the purchasing division of the general services department and the state purchasing agent but does not include local public bodies.

“Statement of Concurrence” means an affirmative statement from the Offeror to the required specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal. (E.g. “We concur”, “Understands and Complies”, “Comply”, “Will Comply if Applicable” etc.)

“Unredacted” means a version/copy of the proposal containing all complete information including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.

“Written” means typewritten on standard 8 ½ x 11 inch paper. Larger paper is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in the electronic version of this document through your own internet connection or by contacting the Procurement Manager and scheduling an appointment. The library contains information listed below:

Procurement Regulations and Request for Proposal – RFP instructions are available on the internet at: <https://www.mrcog-nm.gov/354>;

Workforce Innovation & Opportunity Act (NM Combined State Plan for Program Years 2020 – 2023: <https://www.mrcog-nm.gov/354/workforce>;

Workforce Innovation & Opportunity Act (WIOA): <https://dol.gov/agencies/eta/wioa>.

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule, description and conditions governing the procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	WCCNM	January 31, 2021
2. Acknowledgement of Receipt Form	Potential Offerors	February 5, 2021
3. Pre-Proposal Conference	N/A	N/A
4. Deadline to submit Written Questions	Potential Offerors	February 12, 2021
5. Response to Written Questions	Procurement Manager	February 19, 2021
6. Submission of Proposal	Potential Offerors	No later than 3:00 pm MST/MDT April 2, 2021
7. Proposal Evaluation	Evaluation Committee	April 12, 2021
8. Selection of Finalists	Evaluation Committee	April 12, 2021
9. Best and Final Offers	Agency/Finalist Offerors	April 26, 2021
10. Oral Presentation	Agency/ Finalist Offerors	April 26, 2021
11. Finalize Contractual Agreement	WCCNM/Finalist Offerors	May 3, 2021
10. Contract Awards	Agency/ Finalist Offerors	May 17, 2021
11. Protest Deadline	Protest Manager	May 11, 2021

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the sequence of events shown in **Section II. A.**, above.

1. Issuance of RFP

This RFP is being issued on behalf of the WCCNM on **January 31, 2021**. Copies of the RFP may be obtained by downloading off the following websites:

<https://www.mrcog-nm.gov/354/workforce;>
<https://www.mrcog-nm.gov/bids.aspx;>
[https://www.mrcog-nm.gov/;](https://www.mrcog-nm.gov/)
www.wccnm.org.

2. Acknowledgement of Receipt

Potential Offerors may hand deliver, return via email, by facsimile or registered or certified mail to the Procurement Manager the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, **APPENDIX A**, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement manager by 5:00 pm MST or MDT on **February 5, 2021**.

The procurement distribution list will be used for the distribution of written responses to questions. Failure to return the Acknowledgement of Receipt form may constitute a presumption of receipt and rejection of the RFP, and the potential Offeror's organization name shall not appear on the distribution list.

3. Pre-Proposal Conference

A Pre-Proposal Conference will not be held under this RFP.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM, **February 12, 2021**. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in **Section I.D**. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in **Section II.B.2** before the deadline through **February 19, 2021**. All questions and answers will be posted to: <https://www.mrcog-nm.gov/354;> [https://www.mrcog-nm.gov/;](https://www.mrcog-nm.gov/) and <https://www.mrcog-nm.gov/bids.aspx>.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER

THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON APRIL 2, 2021. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be addressed and delivered to the Procurement Manager at the address listed in **Section I.D.1**. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Adults and Dislocated Workers Service Provider of the Workforce Connection of Central New Mexico Procurement No. RFP 2021-003. Proposals submitted by facsimile, or other electronic means, will not be accepted.

A public log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to NMSA 1978, § 13-1-116, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposal. Awarded in this context means the final required WCCNM and/or State Agency signature(s) on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in the sequence of events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule **Section II. A.**, Sequence of Events or as soon as possible.

9. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule **Section II. A.**, Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation and demonstration.

10. Oral Presentations

Finalist Offerors may be required to conduct an oral presentation at a location to be determined as per schedule **Section II. A.**, Sequence of Events or as soon as possible. Whether or not oral presentations will be held is at the discretion of the Evaluation Committee.

11. Finalize Contractual Agreements

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule Section II. A., Sequence of Events or as soon thereafter as possible. This date is subject to change at the discretion of the WCCNM Procurement Manager or State Agency Procurement Office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the WCCNM or the State Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

After review of the Evaluation Committee Report and the signed contractual agreement, the WCCNM or State Agency Procurement Agent will award as per the schedule in **Section II. A.**, Sequence of Events or as soon as possible thereafter. This date is subject to change at the discretion of the WCCNM or State Agency Procurement Office.

The contract shall be awarded to the Offeror (or Offerors) whose proposals are most advantageous to the WCCNM, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to WCCNM and/or State Agency approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, **ONLY** protests delivered directly to the Protest Manager **in writing** and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15-calendar day protest period shall begin on the day following the award of contracts and will end at 5:00 pm Mountain Standard Time/Daylight Time on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Jason M. Burnette, Protest Manager
German • Burnette & Associates LLC
11728 Linn Avenue NE Albuquerque, NM 87123
Telephone: (505) 292-9676
jason@germanassociates.com

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Potential Offerors must indicate their acceptance of the Conditions Governing the Procurement section in the letter of transmittal (**APPENDIX C**). Submission of a proposal constitutes acceptance of the Evaluation Factors contained in **Section V** of this RFP.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Eligible Bidders

All 501(c)3 non-profit organizations, public or private educational institutions, government units, public agencies, or private for-profit organizations properly organized in accordance with Federal, State, and local law and in business for at least one year are eligible for funding. A bidder may submit only one proposal in response to this RFP.

Bidders must exhibit desired qualifications, including the experience, demonstrated track record, and current capacity to:

- Align service models with WIB/WDB goals and strategies;
- Deliver workforce services for adults and dislocated workers that lead to skill gains, credential attainment, and/or employment;
- Deliver high-quality services resulting in high customer satisfaction;
- Work effectively with adults and dislocated workers in New Mexico, and in particular with the priority populations identified in this RFP;
- Partner with local school districts;
- Manage contracts to achieve objectives and meet or exceed WIOA performance standards;
- Maintain appropriate and auditable records;
- Self-monitor for contract and regulatory compliance;
- In the case of a collaborative proposal, manage and demonstrate results as the lead in a collaborative service delivery model;
- Make available accounting records for past and current performance on workforce development contracts;
- The ability to partner with other local or state organizations/offices to ensure the highest quality of service; and
- Respond to Board Directives.

4. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a state agency which may derive from this RFP. The WCCNM and/or the State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

5. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval in writing from the agency awarding any resultant contract before any subcontractor is used during the term of this agreement.

6. Amended Proposals

An Offeror may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. The WCCNM personnel will not merge, collate, or assemble proposal materials.

7. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations.

8. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

9. Disclosure of Proposal Contents

A. Proposals will be kept confidential until negotiations and the award are completed by the WCCNM and/or the State Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or

make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - 1. confidential financial information concerning the Offeror's organization;
 - 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.
 - 3. PLEASE NOTE: The price of products offered or the cost of services proposed **shall not be designated** as proprietary or confidential information.

If a request is received for disclosure of data for which an Offeror has made a written request for confidentiality, the WCCNM Procurement Manager shall examine the Offeror's request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of confidential data.

10. No Obligation

This RFP in no manner obligates the WCCNM or the State of New Mexico to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

11. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the WCCNM or the State Agency determines such action to be in the best interest of the WCCNM and/or the State of New Mexico.

12. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending written notice to the contractor. The WCCNM or the State Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

13. Legal Review

The WCCNM requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

14. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico and the policies of the WCCNM.

15. Basis for Proposal

Only information supplied, in writing, by the WCCNM through the Procurement Manager or in this RFP should be used as the basis for the preparation of Offeror proposals.

16. Contract Terms and Conditions

The contract between the WCCNM, the State Agency and a contractor will follow the format specified by the WCCNM and/or the State Agency will contain the terms and conditions set forth in the **Sample Contract APPENDIX G**. However, the WCCNM and/or the State Agency reserves the right to negotiate provisions in addition to those contained in this RFP (Sample Contract) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The WCCNM and the State Agency discourage exceptions from the contract terms and conditions as set forth in the RFP Sample Contract. Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the WCCNM or the State Agency (and its evaluation team), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Sample Contract (**APPENDIX G**) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The WCCNM and/or the State Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Sample Contract are not acceptable to the WCCNM and /or State Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. Failure to propose alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror) is an **explicit agreement** by the Offeror that the contractual terms and conditions contained herein are **accepted** by the Offeror.

17. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the WCCNM. Please see **Section II.C.16** for requirements.

18. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the WCCNM and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

19. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a responsive offer as defined in NMSA 1978, § 13-1-83 and 13-1-85.

20. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities. The Evaluation Committee also reserves the right to waive mandatory requirements provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

21. Change in Contractor Representatives

The WCCNM or the State Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the WCCNM, adequately meeting the needs of the WCCNM.

22. Notice of Penalties

The Procurement Code, NMSA 1978, § 13-1-28 through 13-1-199, imposes civil, misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

23. WCCNM Rights

The WCCNM, in agreement with the Evaluation Committee, reserves the right to accept all or a portion of a potential Offeror's proposal.

24. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the WCCNM written approval prior to the release of any information that pertains to the potential work or activities covered by this procurement and/or WCCNM contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

25. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the WCCNM and/or the State of New Mexico.

26. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the WCCNM.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the WCCNM's written permission.

27. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See **Section II.B.5**, Response to Written Questions).

28. New Mexico Employees Health Coverage

A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenemexico.state.nm.us/>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror **must** complete, sign, and return the Campaign Contribution Disclosure Form, **APPENDIX B**, as a part of their proposal. This requirement applies regardless of whether a covered contribution was made or not made for the positions of Governor, Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in **APPENDIX C** which must be completed and signed by an individual person authorized to obligate the company. The letter of transmittal **MUST**:

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section II. C.1;
 - b. **Explicitly** indicate acceptance of Section IV of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.

8. Be signed by the person identified in part 2 above.

31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.
- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, offer will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

32. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;

- b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
- 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
- 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the WCCNM Procurement Manager to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.
- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.

- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the WCCNM, the State Agency or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the WCCNM or the State Agency may terminate the involved contract for cause. Still further the WCCNM or the State Agency may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the WCCNM or State Agency.

33. NEW MEXICO PREFERENCES

This RFP includes the use of federal funds. Therefore, New Mexico preferences will not apply because the expenditures for this RFP includes federal funds. (See NMSA § 13-1-21 J).

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section III.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical/cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** – One (1) ORIGINAL, five (5) HARD COPIES of the original, and one (1) electronic copy of the proposal containing ONLY the Technical Proposal. The ORIGINAL and the five hard copies shall be in separate labeled binders. **The electronic version/copy can NOT be emailed, it must accompany the original.**
 - Proposals containing confidential information **must** be submitted as two separate binders:
 - **Unredacted** version for evaluation purposes
 - **Redacted** version (information blacked out and not omitted or removed) for the public file.
2. **Cost Proposals** – One (1) ORIGINAL, five (5) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed, it must accompany the original.**

The electronic version/copy of the proposal **must** mirror the physical binders submitted (i.e., One (1) **unredacted cd/usb**, one (1) **redacted cd/usb**). **The electronic version can NOT be emailed.**

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

Hard copies must be typewritten on standard 8 ½ x 11-inch paper (larger paper is permissible for charts, spreadsheets, etc.) and placed within binders with tabs delineating each section.

Organization of folders/envelopes for hard copy proposals and electronic copy proposals submitted.

1. Proposal Content and Organization

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material should be minimal. The proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated.

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 - 1. Organizational Experience
 - 2. Organizational References
 - 3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 - 4. Performance Surety Bond
 - 5. Signed Campaign Contribution Form
 - 6. New Mexico Preferences (If applicable)
- G. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

- 1. Completed Cost Response Form

Within each section of the proposal, Offerors should address the items in the order indicated above. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of the proposal. All discussion of proposed costs, rates or expenses must occur only in Binder #2 on the cost response form.

The proposal summary may be included by potential Offerors to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal.

IV. SPECIFICATIONS

Offerors should respond in the form of a thorough narrative to each specification, unless otherwise instructed. The narratives, including required supporting materials will be evaluated and awarded points accordingly.

A. DETAILED SCOPE OF WORK [ADULTS AND DISLOCATED WORKERS]

Bidders must describe the service model or models that they propose to deliver under contract with the WCCNM. Proposals may include services under a single service model or under several service models. Bidders are encouraged to refer to effective and evidence-based practices in designing their approach to the service model or models. Several of these practices are referenced in the RFP as examples; bidders are not limited to inclusion of these practices and are encouraged to justify their selection of these and other practices in the proposed service design. Bidders are also encouraged to involve youth, parents, and other community members in program design.

The WCCNM seeks experienced organizations to:

- Provide workforce development services to adults and dislocated workers to minimize duplication and promote seamless integrated service delivery that is in alignment with the State of New Mexico WIOA Combined State Plan and local four-year plan.

Bidders responding to this RFP must offer the following services to WIOA Title I eligible Adults and Dislocated Workers per WIOA Section 134(c)(2)(A):

1. Basic Career Services;
2. Eligibility determination for Title I Adults and Dislocated Workers Program services;
3. Outreach, intake, and orientation to the information and other services available through the one-stop delivery system;
4. Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities and supportive service needs;
5. Labor exchange services including job search and placement assistance;
6. Referrals to and coordination of activities with other programs and services within the one-stop delivery system;
7. Provision of workforce and labor market information;
8. Provision of performance and program cost information;
9. Provision of information on supportive services including referrals to those services;
10. Provision of information and assistance regarding filing claims for unemployment compensation; and
11. Assistance in establishing eligibility for programs of financial aid assistance.

Individualized Career Services must be made available if determined to be appropriate in order for an individual to obtain or retain employment and case management services.

1. Comprehensive and specialized assessments of the skill levels and service needs;
2. Development of an individual employment plan;
3. Supportive services including information and coordination with community resources;
4. Career planning and individual and group counseling;
5. Short-term pre-vocational services;
6. Internships and work experiences that are linked to careers;
7. Workforce preparation;
8. Financial literacy services;
9. Access to internships, work experience, OJT;
10. Out of area job search;
11. English language acquisition and integrated education and training programs;
12. Follow-up services following job placement; and
13. Provision of training services such as apprenticeships, occupational skills training, customized training.

1. Overview 5 Points

- Provide an overview of the entire proposal including a summary of the understanding of the program and proposed scope of work.

2. Experience and Qualifications 20 Points

- Provide an overview of the organization including: primary location, type of organization, years in business, and mission statement;
- Provide evidence of program success consisting of past program performance and integration of principles and practices in program design of program success;
- Describe the organization's knowledge, expertise and experience working with young adults, adults and dislocated workers and the challenges within the workforce development industry;
- Describe the internal monitoring system and demonstrates how it effectively used to assure quality and corrective action procedures, quality improvement protocols, and plans to ensure continuous improvement of service delivery and participant outcome achievement; and
- Describe the resources the organization brings to the workforce system that will assist in the coordination and delivery of services and how the organization will support the work of staff and programs.

3. Program Design/Service Delivery Plan 30 Points

- Describe strategies to provide services via technology and other means in rural communities;
- Outline a suite of strategies and services models tailored according to different age groups;
- Describe the sector(s)/ industries that will be the focus of program services, and why these sectors were selected;
- Describe how the organization will ensure appropriate job placement in quality, in-demand occupations;
- Describe how the education/training programs will lead to jobs with livable wages;
- Describe what supportive services will be used to address barriers;
- Outline a strategy to leverage and coordinate community and public resources for lay-offs promoting a seamless delivery of services to affected workers;
- Describe the eligibility, assessment, case management, and counseling services that will be provided to adults and dislocated workers in an integrated system;
- Define the process for in-depth assessment which documents the need for training for participants who have demonstrated an inability to attain self-sufficiency and interested in and capable of training in in-demand occupations;
- Describe creative, innovative and successful methods to ensure communication with program participants after exit; and
- Describe how the availability of services to adults and dislocated workers will be marketed in all communities within the Region as well as how recruitment of these populations will be conducted;

4. Required and Recommended Partnerships 20 Points

Successful respondents will demonstrate the ability to “Leverage resources and eliminate duplication which calls for the alignment of community, regional and state organizations and agencies in order to provide adults and dislocated workers the support they need to achieve education and employment success” as outlined in the Governor’s vision.

All service models solicited under this RFP are enriched by collaboration, and bidders are encouraged to secure and demonstrate extensive and meaningful partnerships that will benefit participating young adults, adults and dislocated workers. Partnerships may be for the purposes of

outreach and recruitment; identification of targeted populations, cross-referrals to address the comprehensive service and training needs; facilitation of enrollment in appropriate education and training; co-location of services at accessible venues; wrap-around support services for participants in training and other workforce services; and continuity of services and supports following exit from WIOA.

Partnerships may enable the services provider to effectively leverage resources to better serve eligible participants, and to align with regional sector and career pathway strategies. Participants should experience a fully-integrated, single-point-of-contact system of WIOA programs and services. This requires high levels of coordination and teamwork across partners, as well as consistently high customer services standards. Bidders are encouraged to propose collaborative service models that demonstrate these standards.

Some examples of partner entities include:

- School Districts;
- Community Colleges;
- Employment and training programs administered by Social Security Administration, Small Business Administration, Supplemental Nutrition Assistance Program (SNAP), and other federal programs;
- Industry Associations;
- Labor CBOs, particularly those that address the needs of WIOA and EAWDB priority populations;
- Targeted-sector businesses and industry associations;
- Targeted-sector training and education providers;
- Targeted-sector unions and labor-management education funds;
- Targeted-sector pre-apprenticeship and apprenticeship programs; and
- Regional targeted-sector initiatives.
- Describe initial ideas for implementing career pathways and partnering with educational institutions.
- Describe any sector partnerships and suggest any additional sectors that could be explored based on the labor market.
- Describe the relationship and commitments of other agencies providing program services and provides evidence of established relationship and commitments of cooperating entities.
- Complete the Service Elements Delivery Plan here. A Word version to be completed is located in **APPENDIX E**.

5. Performance Measurement 20 Points

Contracted providers will be responsible for providing client and program data under policies and guidelines established by WIOA, the WCCNM, the State of New Mexico and the federal government, and administered by [Insert Entity]. The contractors will be required to:

- Engage in continuous quality improvements to ensure that performance measurement is coordinated in a way that allows partners to review relevant information and take action to improve the system;
- Utilize NMWCOS, an internet-based system used throughout the State of New Mexico, as the system of record for WIOA and Wagner-Peyser, Migrant Seasonal Farmworkers, Veterans, and Trade programs. The system is also used for data collection and reporting for all partners located in comprehensive and affiliate centers. NMWCOS has established both user access and data sharing agreements to support access to information and information sharing between the partners as allowed by authorizing law and regulation. The system also provides access to labor market information to support business and job seekers in need of training or employment assistance;
- Ensure complete, accurate and timely data entry in compliance with WIOA;
- Gather and maintain all required participant eligibility documentation, which will be subject to ongoing local and State monitoring and verification;
- Report program participant information, including WIOA tracking and follow-up data;
- Prepare monthly and quarterly performance reports as required by WIOA and as may be requested by WCCNM staff and committees; and
- Prepare monthly financial and training expenditure reports, along with supporting documentation as required by the WCCNM.

File Documentation

Contractors will maintain a case file for each WIOA-enrolled participant. Case files must include all required documentation, including documentation of program eligibility, assessments, NMDWS printed forms and case notes, training paperwork, attendance records, follow-up printouts, copies of verification documentation on items that count toward performance measures such as paystubs, postsecondary and advanced training enrollment, high school diploma/GED, etc., as appropriate. It will be the contractor's responsibility to ensure on-going staff expertise and cooperation. Case file documentation will also be maintained in the NMWCOS System, per local and state requirements.

Monitoring

WCCNM staff will monitor, audit, and evaluate program activities throughout the funding period. Services providers must allow WCCNM, local, state, and federal monitors access to all files and records relating directly to WIOA funds, including participant case files, fiscal documents and other related records.

Performance Outcomes

The Bidder shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the WCCNM. The board expects the successful Bidder will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. Therefore, Bidders should plan to build programs and strategies to achieve the best possible WIOA performance Program Year 2017.

Evaluating performance at target intervals is helpful in determining success. However, tracking performance at interim intervals will also provide for real-time feedback and continuous quality improvement. The chart below lists performance measures to be tracked in real time and through NMWCOS reports provided.

Indicators for Adults and Dislocated Workers Participants and Exiters

WIOA Measure			Target	Performance Indicator	How will Offeror Meet Measure and Promote Continuous Improvement
Employment rate			Q-2 after exit	Employment status	
Employment rate			Q-4 after exit	Employment status	
Median earnings			Median earnings Q-2 after exit	Median earnings at placement	
Credential rate			Credential attainment within 4 quarters after exit	Enrolled in/completed/attained certification in education or training	
Measurable skills gain				Enrolled in/completed/attained certification in education or training	

- Describe how you intend to manage performance outcomes during the program.
- Describe the relationship between WIOA performance measures addressed and program services.

6. COST 5 Points

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

7. Logic Model 5 points

For 5 points, applicants may submit a logic model that visually represents your organization's vision for service delivery. A logic model is a description of a program/process that includes a conceptual framework showing what is being used and how to achieve relevant outcomes. It provides an overview of a program/process and identifies key components of the process, product,

strategy, or practice (i.e. the active “ingredients” that are expected to be critical to achieving the relevant outcomes).

As shown below, from left to right you might start by identifying the goals of your proposed program or initiative. Next, you determine what resources or inputs are available. The inputs inform the types of activities and services that you can provide. These activities lead to outputs and outcomes. Outputs and outcomes are particularly important in a logic model because they make evident cause and effect relationships. All of this leads to you being able to map the desired impact of your work. The process of developing a logic models involves thinking about the relationships between these key components. Ideally, it is a fairly intense process of problem solving and design work.

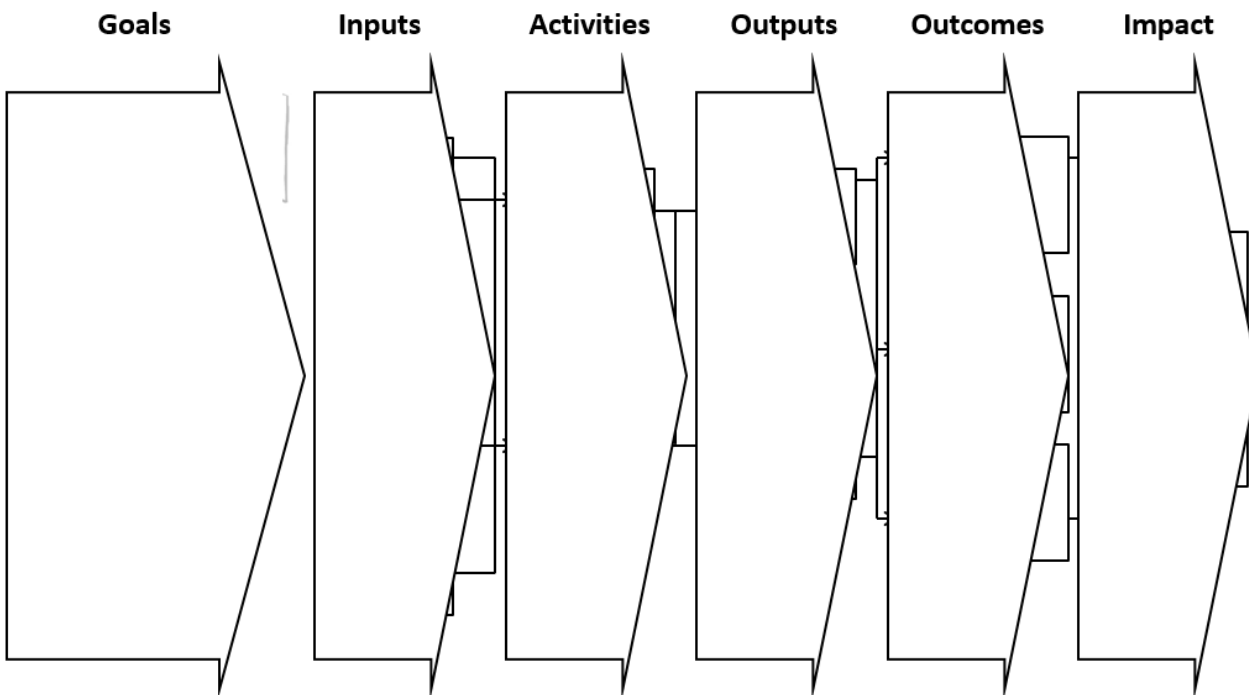
Developing a logic model can be useful for a variety of reasons. Programs use them as planning tools and as visual aids in communicating with stakeholders - especially funders. Because logic models are illustrations—they can take the form of maps, flowcharts, even hand-drawn graphics—they can communicate a lot of information in a clear and concise way.

Developing logic models can be challenging—because many important decisions need to be made in order to complete them. But this process can be very rewarding as it tends to help staff and partners “get on the same page.” Using logic models can also help to accelerate implementation because in the design phase, so many important decisions are made early and collaboratively.



Logic Model Components

4



Goals define the vision for your program. Goals identify what you hope to achieve and how you will achieve them.

Example Goals:

- Provide seamless workforce development services to adults and dislocated workers;
- Expand the availability and quality of online training and distance learning opportunities;
- Enhance the use of real-time market information when designing programs; and
- Increase employment opportunities for at-risk young adults.

Inputs are resources that programs use to carry out activities and services, e.g. funding, staffing, and volunteers, etc.

Examples Inputs:

- Program staff with experience providing services to hard-to-reach population;
- Flexible funding to design services that address barriers to employment;
- Volunteer tutors to work with young adults; and
- Safe and appealing facility with flexible hours.

Activities are the work that programs do to support program participants, e.g., employment and training program, basic skills remediation. These activities should directly lead to the outcomes that you identify.

Example Activities:

- Vocational skills training (construction, technology, health-related occupations);
- Basic skills remediation, GED, credit recovery;
- Subsidized internships; and
- Supportive services (substance abuse counseling, childcare referrals, housing referrals)

Outputs are the direct and immediate results of your program.

Example Outputs:

- Number of new online training programs;
- Number of dislocated workers enrolled in credentialed programs;
- Number of workforce development staff trainings; and
- Number of young adults enrolled in GED classes.

Outcomes are the specific attitudes, behaviors, knowledge or skills that may be affected by the program, and that typically are measured after at least some program participation. Examples could include employment, increased earnings, GED attainment, among others.

Example Outcomes:

- Participants obtained employment;
- Dislocated workers obtained credentials in high-growth industries;
- Young adults obtained GEDs and high school diplomas; and
- Participants enrolled in post-secondary education.

Impacts are the differences in outcomes between those who participated in your project and what they would have achieved in the absence of your project.

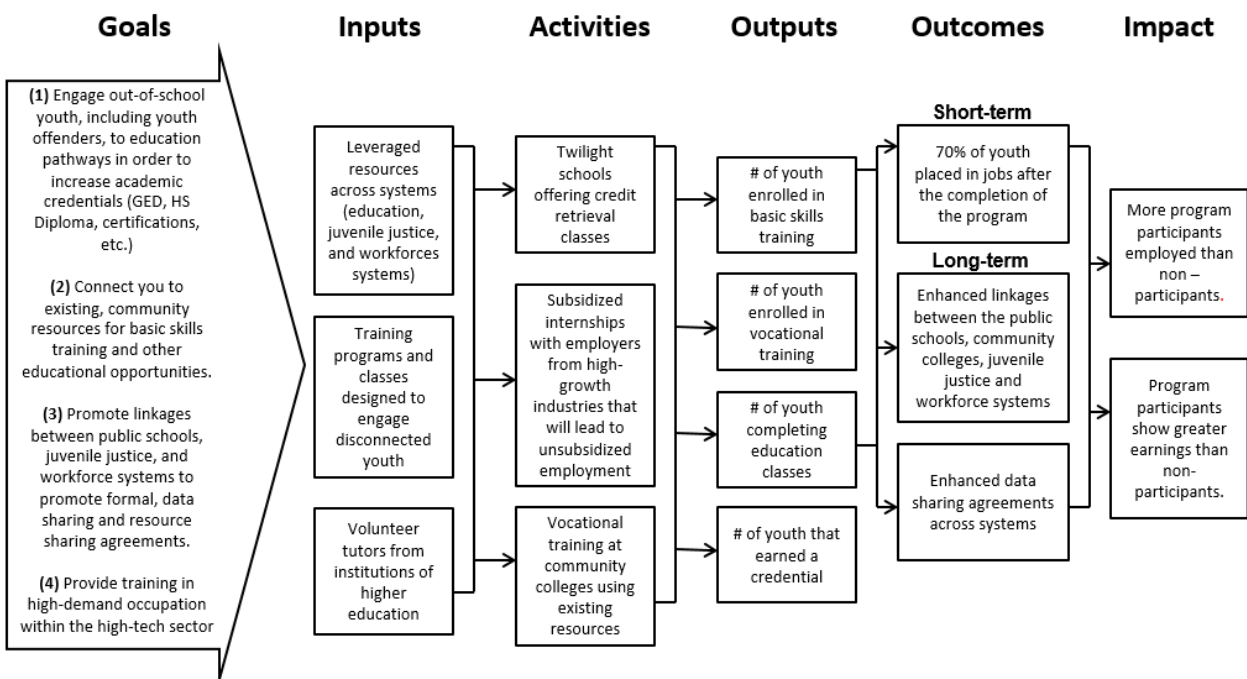
Example Impacts:

- Percent of program participants getting their GED within one year;
- Percent of control group getting their GED within one year; and
- Impact = the % difference between the program and control groups.



Sample Logic Model

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Adapted from W.K. Kellogg Foundation's Logic Model Development Guide

For more information on logic models, visit the following resources:

USDOL- Fully Articulating Your Vision: Using Logic Models to Support Innovation

_Grant Craft - Mapping Change

Annie E. Casey Foundation - Theory of Change Toolkit

W.K. Kellogg Foundation Theory of Change Toolkit

8. Innovation 5 Points

Please describe how you are planning to introduce innovative practices into your service delivery model for adults and dislocated workers and what evidence you can provide that the innovation that you are proposing leads to improved outcomes.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offerors **must**:

- a) Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of Adults and Dislocated Workers Services. Adults and Dislocated Workers services provided to the private sector will also be considered;
- b) Describe at least two project successes and failures of an Adults and Dislocated Workers Service contract engagement. Include how each experience improved the Offeror's services.
- c) Identify the qualifications that brings them to this federally funded program.
- d) The proposal should provide an overview of its organizational structure and qualifications to provide Adults and Dislocated Workers Services. The proposal must describe its strengths that uniquely qualify it to serve the local populations and/or its history in providing comparable services.
- e) The proposal must provide an organizational chart, resumes of proposed staff, and a description of roles and responsibilities with emphasis on the key positions charged with facilitating and overseeing operations.
- f) The proposal must describe the organization's hiring policies, and clearly define the qualifications of the staff proposed to fill positions, including those who will have fiscal accountability for this program.

g) All proposed key program personnel, including subcontractor staff, must be identified in the proposal. Each person's role is to be identified and documented in the following format:

- Name;
- Position with company;
- Role in the program;
- Experience with the specific tasks being proposed; and
- Work history on similar programs.

h) The proposal must describe progressive experience:

- Ensuring programmatic availability to a large volume of participants on a daily basis;
- Working closely with WCCNM, the State Agency and federally funded workforce development partners to ensure implementation of a high quality, timely, and effective program;
- Preparing regular and timely reports;
- Collecting, analyzing, and reporting program data; and
- Facilitating partnership meetings and staff to ensure quality programming and accurate and timely reporting.

The WCCNM reserves the right to approve or disapprove any change in the successful vendor's assembly of staff whose participation is specifically offered in the proposal. This is to assure that persons with vital experience and skill are not arbitrarily removed from the Program by the successful offeror.

If an offeror has had a contract terminated due to non-performance or poor performance during the past five years, all such incidents must be described, including the other party's name, address and telephone number. If no such terminations have been experienced by the vendor in the past five years, so indicate.

Each Offeror shall include a statement indicating whether or not the organization or any of the individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict. The WCCNM reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor. The WCCNM determination regarding any questions of conflict of interest shall be final.

2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX D, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I.D.** It is the Offeror's responsibility

to ensure the completed forms are received on or before **March 19, 2021** for inclusion in the evaluation process.

Organizational References that are not received or are not complete may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the WCCNM reserves the right to consider any and all information available to it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per **Section II, C.19.**

Offerors shall submit the following Business Reference information as part of Offer:

- a) Client name;
- b) Project description;
- c) Project dates (starting and ending);
- d) Technical environment (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);
- e) Staff assigned to reference engagement that will be designated for work per this RFP; and
- f) Client project manager name, telephone number, fax number and e-mail address.

3. Oral Presentation

If selected as a finalist, Offerors agree to provide the Evaluation Committee the opportunity to interview proposed staff members identified by the Evaluation Committee, at the option of the WCCNM and/or the State Agency. The Evaluation Committee may request a finalist to provide an oral presentation of the proposal as an opportunity for the Evaluation Committee to ask questions and seek clarifications.

4. Mandatory Specification

Offerors should provide information to the following additional areas, describing overall management experience and approach:

A. Management Approach

Describe the Program management approach including:

- Planned approaches/methods to providing Adults and Dislocated Workers Services;
- Planned management organizational structure including reporting levels and lines of authority to ensure effectiveness and quality;

- Planned job-seeker, employer, partner and staff communications to ensure effectiveness as well as satisfaction with Adults and Dislocated Workers Services.
- How will you manage the process for addressing center grievances (internal and external)?
- Provide an overview of how you will facilitate discussions to address staff development and training. How will staff development plans be created and managed?
- Offerors in-depth knowledge of state and federal regulations with strong background in financial and audit procedures and clear understanding of federal reporting requirements, compliance and accounting processes.

B. Program Control

Describe the approach to Program control, including details of the methods used in controlling Program activities and evaluating overall effectiveness. Describe quality improvement approaches and plans to engage ALL partners in continuous quality improvement for One-Stop operations.

C. Program Reporting

Describe reporting methodology planned to describe Adults and Dislocated Workers Services, including details of planned written and oral progress reporting.

D. Risk Management

Identify the potential risks and problems, which may occur in the implementation of Adults and Dislocated Workers Services. Identify potential steps to be taken to avoid or mitigate these problems.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements and the most current 10K, as well as financial statements for the preceding three years, if they exist. The submission must include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g., Dun & Bradstreet (D & B) rating report) to enable the Evaluation Committee to assess the financial stability of the Offeror.

2. Performance Surety Bond

Not applicable under this RFP.

3. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in **APPENDIX C**. The form **must** be completed and must be signed by the person authorized to obligate the company.

4. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (**APPENDIX B**).

5. Budget/Cost

Offerors must complete the Budget/Cost Response Form in **APPENDIX F**. All charges listed in **APPENDIX F** must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference

This RFP includes the use of federal funds. Therefore, the New Mexico preferences will not apply because the expenditures for this RFP include federal funds. (**See NMSA § 13-1-21 J**).

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals by sub-category.

Table 1

Factors – correspond to section IV A, IV B and IV C	Points Available
A. Detailed Scope of Work (Adults and Dislocated Workers)	100
B. Technical Specifications	Points must be assigned and defined for all factors (must total 100% of available points)
B. 1. Organizational Experience	300
B. 2. Organizational References	150
B. 3. Oral Presentations	N/A
B. 4. Mandatory Specification	250
B. 5. Desirable Specification	N/A
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	N/A
C.3. Letter of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	200
TOTAL	1,000
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	N/A
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	N/A

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

1. **A. Scope of Work (100 Points).** See point rating in Detailed Scope of Work above.

2. B.1. Organizational Experience (300 points)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Evaluation of the performance and management capability of the proposing entity/entities will include:

- Experience participating in adults and dislocated workers service system or comparable systems with a history of serving diverse populations and a demonstrated ability to meet the needs of individuals served;
- Experience in tracking and reporting performance data, including experience with the New Mexico On-Line workforce system and/or internet-based case management and reporting systems;
- Demonstrated ability to meet goals (e.g., placements, retention and wages) in the delivery of adults and dislocated workers services or comparable services;
- Demonstrated knowledge of the business community in the Central region consisting of four counties: Bernalillo, Sandoval, Torrance and Valencia;
- Experience in tracking and reporting performance data;
- Biographies/resumes of key staff and a history of providing workforce services;
- Demonstrated administrative ability including the necessary organizational and operational controls and a performance management system incorporating continuous improvement;
- Demonstrated experience in forming and sustaining partnerships, collaborations and employer networks;
- Ability to adapt to changes in the work volume or approaches by events like labor market changes, new grants or programs, pilot projects, new technologies, revised priorities, etc.;
- Satisfactory financial and technical resources; and
- Satisfactory record of integrity, business ethics and fiscal accountability.

A primary consideration in selecting an organization to deliver adults and dislocated workers services will be an evaluation of the applicant's experience in providing the same or similar services as those being requested in this RFP. Key factors in this evaluation will include the applicant's:

- Ability to attain track, and report performance;
- Experience in collaboration and integration of services;
- Facilitation of workgroups to meet a goal or objective or to plan and implement a workforce strategy;
- History of achieving high performance outcomes; and
- Ability to provide follow-up and supportive services and report results accurately.

3. B.2. Organizational References (150 points)

Points will be awarded based upon an evaluation of the responses to a series of questions as per **APPENDIX D**. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

4. B.3. Oral Presentation (N/A)

Oral Presentations are not required under this RFP.

5. B.4. Mandatory Specifications (250 points)

Points will be awarded based on the thoroughness and clarity of the response of the engagements cited and the perceived validity of the response. Evaluation of the performance and management capability of the proposing agency(s) will include:

- Description of planned approaches and methods for planning and implementing Adults and Dislocated Workers Services;
- Planned management organizational structure including reporting levels and lines of authority to ensure effectiveness and quality;
- Planned job-seeker, employer and partner and staff communications to ensure effectiveness as well as satisfaction with Adults and Dislocated Workers Services;
- Process planned for addressing center grievances (internal and external);
- Description of how discussions to address staff development and training will be conducted and evaluated; and
- Strategies planned for staff and partner development and coordination.

6. B.5. Desirable Specifications (N/A)

7. C.1. Financial Stability (See Table 1)

Pass/Fail only. No points assigned.

8. C.2. Performance Bond (N/A)

9. C.3. Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

10. C.4. Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

11. C.5. Cost (200 points)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offer Bid}}{\text{This Offeror's Bid}} \times \text{Available Award Points}$$

12.C.6. New Mexico Preferences

Percentages will be determined based upon the point-based system outlined in NMSA 1978, § 13-1-21 (as amended).

A. **New Mexico Business Preference - this section is not applicable for this RFP.**

B. **New Mexico Resident Veterans Business Preference - this section is not applicable for this RFP.**

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration;
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in **Section II.B.7**;
3. The Evaluation Committee may use other sources to perform the evaluation; and
4. Responsive proposals will be evaluated on the factors in **Section IV**, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the WCCNM and the State Agency taking into consideration the evaluation factors in **Section IV** will be recommended for award (as specified in **Section II.B.8**). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

Adults and Dislocated Workers Service Provider

RFP#: 2021-003

ACKNOWLEDGEMENT OF RECEIPT FORM

In acknowledging the receipt of this Request for Proposal, the undersigned agrees that he/she has received a complete copy, beginning with the title page and table of contents, and ending with **APPENDIX G**.

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **February 5, 2021**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive email copies of all Offeror written questions and written responses to those questions as well as RFP amendments, if any are issued.

FIRM:

REPRESENTED	_____	TITLE:	_____
BY:	_____		
PHONE NO.	_____	FAX	_____
		NO.	_____
EMAIL:	_____		
ADDRESS:	_____		
CITY/STATE/ZIP	_____		
CODE:	_____		
SIGNATURE:	_____	DATE:	_____
	_____		_____

This name and address will be used for all correspondence related to the Request for Proposal.

Firm ☐ does ☐ does not (**check one**) intend to respond to this Request for Proposal.

Return to: Cindy Cordova, Procurement Manager
German • Burnette & Associates, LLC
11728 Linn Avenue, NE, Albuquerque, NM 87123
Phone: 505-310-9111; Fax: 505-275-1283
E-mail: melanie@germanassociates.com

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

Pursuant to NMSA 1978, § 13-1-191.1 (2007), 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(s) of Applicable Public Official(s): _____

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 C

LETTER OF TRANSMITTAL FORM

APPENDIX C
Letter of Transmittal Form
RFP# 2021-003

Offeror Name: _____ **FED ID#:** _____

Items #1 to #7 EACH MUST BE COMPLETED IN FULL Failure to respond to all seven items
WILL RESULT IN THE DISQUALIFICATION OF THE PROPOSAL!

1. Identity (Name) and Mailing Address of the submitting organization:

2. For the person authorized by the organization to contractually obligate on behalf of this Offer:

Name: _____

Title: _____

E-Mail Address: _____

Telephone Number: _____

3. For the person authorized by the organization to negotiate on behalf of this Offer:

Name: _____

Title: _____

Email Address: _____

Telephone Number: _____

4. For the person authorized by the organization to clarify/respond to queries regarding this Offer:

Name: _____ Title: _____

Email Address: _____

Telephone Number: _____

5. Use of Sub-Contractors (Select one)

____ No sub-contractors will be used in the performance of any resultant contract OR

____ The following sub-contractors will be used in the performance of any resultant contract:

(Attach
extra sheets, as needed)

**6. Please describe any relationship with any entity (other than Subcontractors listed in (5) above)
which will be used in the performance of any resultant contract.**

(Attach extra sheets, as needed)

**7. ____ On behalf of the submitting organization named in item #1, above, I accept the Conditions
Governing the Procurement as required in Section II. C.1.**

____ I concur that submission of our proposal constitutes acceptance of the Evaluation Factors
contained in Section V of this RFP.

____ I acknowledge receipt of any and all amendments to this RFP.

_____, 2021
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

APPENDIX D

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The Workforce Connection of Central New Mexico, as a part of the RFP process, requires Offerors to submit a minimum of three (3) business references as required within this document. The purpose of these references is to document Offeror's experience relevant to the scope of work in an effort to establish Offeror's responsibility.

Offeror is required to send the following reference form to each business reference listed. The business reference, in turn, is requested to submit the Reference Form directly to:

Name: Cindy Cordova, Procurement Manager
Address: German • Burnette & Associates, LLC
11728 Linn Avenue NE
Albuquerque, NM 87123

Telephone: (505) 310-9111
Fax: (505) 275-1283
Email: melanie@germanassociates.com

for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. Business references provided may be contacted for validation of content provided therein.

RFP # 2021-003
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Workforce Connection of Central New Mexico, via facsimile or e-mail at:

Name: Cindy Cordova Procurement Manager
German • Burnette & Associates. LLC
Address: 11728 Linn Avenue, NE
Albuquerque, NM 87123

Telephone: (505) 292-9676
Fax: (505) 275-1283
Email: melanie@germanassociates.com

no later than **MARCH 19, 2021**, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact the WCCNM Procurement Officer listed above. When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

Company providing reference:	
Contact name and title/position	
Contact telephone number	
Contact e-mail address	
Project description;	
Project dates (starting and ending);	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with this vendor in the past?

COMMENTS:

2. How would you rate this firm's knowledge and expertise?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

1. How would you rate the vendor's flexibility relative to changes in the project scope and timelines?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

4. What is your level of satisfaction with hard-copy materials produced by the vendor?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?

____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

7. How satisfied are you with the products developed by the vendor?
_____ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?

COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?

COMMENTS:

10. Would you recommend this vendor's services to your organization again?

COMMENTS:

APPENDIX E

ADULTS AND DISLOCATED WORKERS

SERVICE ELEMENTS DELIVERY PLAN

**Adults and Dislocated Workers
Service Elements Delivery Plan
RFP: 21-003**

Element	Check if your agency is directly providing this element.	If your agency is NOT directly providing this element, identify who you will be partnering with to provide you this required element.	Check if formal linkage agreement is in place.
Basic Career Services			
Eligibility determination for Title I Adults and Dislocated Workers Program services			
Outreach, intake, and orientation to the information and other services available through the one-stop delivery system.			
Initial assessment of skill levels (including literacy, numeracy, and English language proficiency) aptitudes, abilities and supportive service needs.			
Labor exchange services including job search and placement assistance.			
Referrals to and coordination of activities with other programs and services within the one-stop delivery system.			
Provision of workforce and labor market information.			
Provision of performance and program cost information.			
Provision of information on supportive services including referrals to those services.			
Provision of information and assistance regarding filing claims for unemployment compensation.			

Assistance in establishing eligibility for programs of financial aid assistance.			
Activities that help young adults prepare for and transition to post-secondary education and training.			
Services that provide labor market and employment information about in-demand sectors and occupations.			
Individualized Career Services			
Comprehensive and specialized assessments of the skill levels and service needs;			
Development of an individual employment plan.			
Supportive services including information and coordination with community resources.			
Career planning and individual and group counseling.			
Short-term pre-vocational services.			
Internships and work experiences that are linked to careers.			
Workforce preparation.			
Financial literacy services.			
Access to internships, work experience, OJT.			
Out of area job search.			
English language acquisition and integrated education and training programs.			
Follow-up services following job placement.			
Provision of training services such as apprenticeships, occupational skills training, customized training.			

APPENDIX F

BUDGET/COST TEMPLATE

Workforce Connection of Central New Mexico

BUDGET SUMMARY

Agency/Organization Name _____

Budget Line Items	1st Half	2nd Half	3rd Half	4th Half	Total
Fixed Costs					
1. Administration Costs					
Indirect					-
2. Program Costs					-
Personnel Wages & Salaries					-
Personnel Fringe Benefits					-
Travel-In State					-
Facilities Rental					-
Materials & Supplies					-
Insurance					-
Professional Svcs. (Audit; Website)					-
Telephone (cell)					-
Dues, Fees, Memberships					-
Software					-
Postage/Shipping					-
Vehicle Expense					-
Maintenance					-
I.T. Services					-
Total	-	-	-	-	-

*Costs associated with these items will become a part of the Resource Sharing Agreement and Cost Allocation Plan.

WIOA PROGRAM COSTS

WORKFORCE INNOVATION AND OPPORTUNITY ACT STAFF COSTS

P-1 STAFF COSTS

Position Title	Salary x Hourly	% of Time on Program	Number Annually	Total Amount
TOTAL-Staff Salaries and Wages (Budget P-1)				\$ -

P-2 COST OF FRINGE BENEFITS FOR STAFF

TYPE OF BENEFIT	PERCENT	TIMES	AMOUNT (IN DOLLARS)	TOTAL COST
		X		
		X		
		X		
		X		
		X		
		X		
TOTAL Cost of fringe benefits for staff (Budget Item P-2)				\$ -

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM
IN/OUT-OF-STATE STAFF TRAVEL EXPENSES**

P-3 IN-STATE STAFF TRAVEL EXPENSES				
MILEAGE DATA				
No. of Miles Traveled	Cost per Mile	No. of Weeks	Destination	TOTAL In-State Staff Mileage Expense
				-
				-
				-
PER DIEM AND ACTUAL COST DATA				
No. of Days of Per Diem Used	Cost per Day	Actual Cost (In Lieu of Per Diem)	Destination	TOTAL In-State Per-Diem Expenses
TOTAL - In-State Mileage & Per-Diem Cost (Budget Item P-3)				\$ -

P-3 OUT OF STATE STAFF TRAVEL EXPENSES				
MILEAGE DATA				
No. of Miles Traveled	Cost per Mile	No. of Weeks	Destination	TOTAL Staff Mileage Expense
PER DIEM AND ACTUAL COST DATA				
No. of Days of Per Diem Used	Cost per Day	Actual Cost (In Lieu of Per Diem)	Destination	TOTAL Staff Mileage Expense
TOTAL -Out-of-State Mileage & Per-Diem Cost (Budget Item P-4)				

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM
MATERIALS, SUPPLIES AND PROPERTY COSTS**

P-5 MATERIALS AND SUPPLIES

List below all materials and supplies that are estimated as necessary for performance of this program:

ITEM	QUANTITY	UNIT PRICE	TOTAL
TOTAL-Material and Supplies (Budget Item P-5)			-
Comments:			

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM
FACILITY RENTAL AND MISCELLANEOUS COSTS**

P-6 FACILITY RENTAL

Type of Facility	Location	No of Staff Housed	No. Sq. Feet	Times	Rates/Sq Ft./Yr.	Total Rent
Utilities/Custodial Services (if not included in rent) Premises Expense						
TOTAL - Facility Rental Cost (Budget Item P-7)						0

Comments:

P-7 MISCELLANEOUS COSTS

TYPE OF SERVICE	AMOUNT PER MONTH	TIMES	NO. OF MONTHS	TOTAL
		X		
		X		
		X		
		X		
		X		
		X		
		X		
		X		
TOTAL - Miscellaneous Cost (Budget Item P-8)				\$ -

Comments:

**WORKFORCE INNOVATION AND OPPORTUNITY ACT
PROGRAM
PROFESSIONAL SERVICES AND INDIRECT COSTS**

P -8 PROFESSIONAL SERVICES		
List below professional services costs that are estimated as necessary for performance of this program (e.g., accounting, audit, other).		
TYPE OF SERVICE	JUSTIFICATION	COST
TOTAL - Professional Services Cost (Budget Item P-9)		\$ -

P-9 INDIRECT COST			
List below the indirect cost that is estimated as applicable for performance of this program. If indirect costs are included, the provider must attach an approved indirect cost negotiation agreement and an explanation of how the amount was derived			
Total Direct Costs	Times	Approved Indirect Cost Rate	TOTAL INDIRECT COST
	X		-
TOTAL-Indirect Cost (Budget Item P-10)			-
Comments:			
TOTAL WIOA PROGRAM COSTS			\$ -
WORKFORCE INVESTMENT AREA:			

Total Budget:

\$ -

APPENDIX G
SAMPLE CONTRACT

PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

This Agreement (the "Agreement") made and entered into on the date last entered below, by and between the **Workforce Connection of Central New Mexico** (hereafter "WCCNM") and (XYZ Company) (hereafter "Contractor").

In consideration of the premises and mutual obligations herein, the parties hereto do mutually agree as follows:

Section 1. Miscellaneous Representations.

A. The Contractor is licensed or otherwise authorized to conduct the business activities described in this Agreement by all governmental agencies having jurisdiction over Contractor, and Contractor has the experience and expertise to perform the work or services required in this Agreement; and

B. WCCNM has the right and power to enter into this Agreement.

Section 2. Scope of Services.

The Contractor shall personally perform the following services (hereinafter referred to as the "Services") in a satisfactory and proper manner, and shall provide all necessary personnel, material, and facilities and perform all matters necessary or incidental to the Services as determined by WCCNM:

A. Contractor shall provide professional services to the WCCNM as described in the Scope of Work attached hereto as **Exhibit A**.

B. Staffing. WCCNM designates its Chair, as Project Manager. The Contractor shall keep the Project Manager fully informed on all aspects of its performance of the Services. The Project Manager will review and approve Contractor's invoices prior to payment. In the absence of the Project Manager, the WCCNM's Executive Board or its designee shall serve as Project Manager. Contractor designates XYZ Company as Contractor's Project Manager. Contractor's Project Manager shall transmit all work products and invoices to WCCNM's Project Manager and shall attend meetings as requested by WCCNM.

Section 3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 2 hereof, WCCNM agrees to pay Contractor a total of Amount (\$000,000) for the PYXX year. Contractor shall not expend any amount in a budget expenditure line item or category to pay any other budget line item or category without the prior written consent of the WCCNM Project Manager in each instance. WCCNM shall have the right to decrease or increase the amount provided during the term of this Agreement based on utilization of funds, the Contractor's performance and the availability of funding.

B. Expenses. The amounts to be paid in paragraph A. of this section shall include any applicable gross receipts taxes and shall constitute full and complete compensation for Contractor's Services under this Agreement, including all expenditures made and expenses incurred by Contractor in performing the Services.

C. Method of Payment. Amounts due Contractor shall be paid to Contractor upon receipt by WCCNM of properly documented invoices for payment as determined by the budgetary and fiscal guidelines of WCCNM and upon receipt of payment by WCCNM from the federal Workforce Investment Act administered by the Department of Workforce Solutions.

D. Verification of Invoices. WCCNM shall be entitled to verify the personnel time charges and other costs charged to WCCNM pursuant to the provisions of Section 9 of this Agreement.

Section 4. Independent Contractor.

Neither Contractor nor its employees are considered to be employees of WCCNM for any purpose whatsoever. Contractor is an independent contractor at all times in the performance of the Services described in Section 2. Contractor further agrees that neither it nor its employees are entitled to any benefits from WCCNM under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of WCCNM.

Section 5. Personnel.

A. Contractor represents that it has, or will secure at its own expense, all personnel required in performing all of the Services required under this Agreement. Such personnel shall not be employees of nor have any contractual relationship with WCCNM.

B. All the Services required hereunder will be performed by Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under state and local law to perform such Services.

C. None of the work or the Services covered by this Agreement shall be subcontracted without the prior written approval of WCCNM. Any work or Services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.

Section 6. Insurance.

A. General Requirements. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, such insurance as is required in this Agreement. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and policies of insurance shall be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. When requested by the WCCNM, Contractor shall provide to the WCCNM copies of any or all policies of insurance for the insurance coverage required in this Section. Policies of insurance shall be procured for all required coverage limits of such policies of insurance and shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts, except as provided hereinafter.

If the Contractor sublets, or assigns or otherwise transfers any interest in any part of this Agreement, the Contractor shall include any or all transferees in the Contractor's insurance policies or require such transferees to secure insurance to cover all hazards enumerated in this Agreement that are not covered by the Contractor's insurance policies.

The Contractor shall not violate the terms or prohibitions of insurance policies required to be furnished by the Contractor. The Contractor shall promptly notify the WCCNM of any claim or loss exceeding the amount of the deductible under such insurance policies, and certify that proper notice has been given the appropriate insurance carrier.

The Contractor shall furnish the WCCNM with certificates of insurance and shall deliver said certificates to the Project Manager at the WCCNM office. All insurance certificates shall provide that thirty (30) days written notice be given to the Project Manager before a policy is canceled, materially changed, or not renewed. Various types of required insurance may be written in one or more policies. A certificate or policy which states that the failure to give WCCNM notice imposes no liability or obligation on the insurer shall not be in compliance with this Section. For instance, certificates or policies stating that the insurance company shall "endeavor to notify" and that "failure to give such notice imposes no obligation" on the insurance company are unacceptable to WCCNM. The form of Certificates of Insurance shall be substantially the same as **Exhibit B** attached hereto. Documents establishing the continuation or replacement of insurance shall be received by the WCCNM no less than 30 days prior to the expiration of the insurance coverage.

B. Approval of Insurance. Even though a "notice to proceed" may have been given, neither the Contractor nor any contractors, assignees or other transferees of the Contractor shall begin any operations pursuant to this Agreement until the required insurance has been obtained and proper certificates of insurance delivered to the Project Manager. Neither approval nor failure to disapprove insurance certificates of insurance by the WCCNM shall relieve the Contractor or any transferees of full responsibility to maintain the required insurance in full force and effect.

C. Commercial General Liability Including Automobile. The Contractor shall procure and maintain policies of insurance for commercial general liability insurance and vehicle liability insurance for all vehicles used in its operation, as further described below. All such policies of insurance shall have liability limits in amounts not less than One Million Dollars

(\$1,000,000) single limit liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include coverage for premises (if applicable), operations, the Contractor's contractual liability to the WCCNM hereunder, and claims arising out of or from the Contractor's performance of this Agreement. Contractual liability coverage shall specifically insure the indemnification provision of this Agreement. The insurance policies shall contain "products" and "completed operations" coverage (if applicable) and shall not be written on a "claims made" form. The insurance policies shall include coverage for all use of, activities on, or operations with respect to WCCNM premises, coverage for the use of all owned, non-owned, hired automobiles, vehicles, and other equipment, both on and off work. WCCNM reserves the right to review and modify the limits stated above at one-year intervals to give effect to the changing risk management environment and inflationary trends.

D. Increased Limits. If, during the term of this contract, the legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (Sections 41-4-1 through 41-4-27, NMSA 1978) to an amount greater than that required for commercial general liability including auto above, the WCCNM may require Contractor to increase the limits of any insurance required herein to an amount equal to such increased Tort Claim Act maximum limits of liability.

E. Additional Insured. The WCCNM shall be named as an additional insured on each insurance policy required for commercial general liability including auto above.

F. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the New Mexico Workers' Compensation Act, the Subsequent Injury Act, and the New Mexico Occupational Disease Disablement Law. The Contractor shall procure and maintain during the term of this Agreement complete Workers' and Employer's Liability Insurance in accordance with New Mexico laws and regulations. Such insurance shall include coverage permitted under Section 52-1-10, NMSA 1978, for safety devices. With respect to Workers' Compensation Insurance, if the Contractor elects to be self-insured, the Contractor shall comply with the applicable requirements of law. If any portion of the work is to be sublet, the Contractor shall require the subtenants similarly to provide such coverage (or qualify as a self-insured) for all the latter's employees to be engaged in such work. The Contractor hereby covenants and agrees that the WCCNM, its officers, or employees will not be liable or responsible for any claims or actions occasioned by the Contractor's failure to comply with the provisions of this subparagraph and that the indemnification provision of this Agreement shall apply to this paragraph. It is expressly agreed that the employees of Contractor are not WCCNM employees for any purpose.

G. Self-Insurance Retention/Deductibles. In the event any of the insurance policies required in this Section 6 (except as allowed by New Mexico law regarding Workers' Compensation) contain a self-insurance retention provision (whether or not in the form of a deductible), for each such amount, the Contractor shall post a bond or an irrevocable letter of credit made exclusively for the benefit of the WCCNM and held by a bank authorized to do business in New Mexico which is acceptable to WCCNM.

H. Contents Insurance. Contractor shall be solely responsible for obtaining insurance policies that provide coverage for losses of Contractor owned property. Such property insurance

shall include adequate IT insurance coverage to protect the WCCNM and the State Agency management data base from being hacked and to preserve the integrity of the data. WCCNM shall not be required to provide such insurance coverage or be responsible for payment of Contractor's cost for such insurance.

Section 7. Reports and Information and Ownership of and Use of Documents.

A. Reports and Information. During the performance of this Agreement and upon the completion or earlier termination of the services required under this Agreement, Contractor shall furnish to WCCNM such statements, records, reports, data and information as requested by WCCNM pertaining to matters covered by this Agreement.

B. Release of Information. Contractor shall not release any data, reports or other information of any nature whatsoever to any entity or person other than to WCCNM unless specifically authorized to do so in writing in advance by WCCNM.

C. Ownership and Use of Documents. Contractor's work product produced pursuant to this Agreement shall become the sole property of the WCCNM. Such work product shall include but not be limited to reports, background data, drawings, calculations, technical data, data related specifically to this Agreement, specifications, manuals and/or related documents.

D. Computer Program Licensing Agreements. WCCNM shall have the option to require (at WCCNM's cost) that the Contractor provide any and all computer licensing agreements necessary to permit WCCNM to use computer programs and data related to the services performed by Contractor under this Agreement.

E. Future Use. WCCNM's use of computer programs and computer stored data developed under the requirements of this Agreement for purposes other than the services required of Contractor as specified in this Agreement shall be at WCCNM's risk, and Contractor shall be held harmless for such use. Contractor does not represent that the computer programs and computer data developed under this Agreement are suitable for reuse under different conditions. This paragraph shall not apply to the performance of this Agreement nor in instances where the Contractor is retained to perform subsequent services using the work product developed pursuant to this Agreement.

F. Publication, Reproduction and Use of Materials. No materials or documents produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The WCCNM shall have the unrestricted authority and right to copyright, publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other materials (hereafter "Materials") prepared under this Agreement. Contractor may use materials created under this Agreement as reference and research materials and as representations of the services performed under this agreement only after the materials are completed and accepted by WCCNM, provided that such materials shall not include the WCCNM's confidential or proprietary information, to the extent the WCCNM provides Contractor with notice that such materials are considered confidential or proprietary by the WCCNM. The WCCNM shall provide

professional credit for Contractor in promotional materials for services rendered pursuant to this Agreement, if so requested in writing by Contractor.

Section 8. Establishment and Maintenance of Records.

Contractor shall maintain records in accordance with applicable law and requirements prescribed by WCCNM with respect to all matters covered by this Agreement. Except as otherwise authorized by WCCNM, such records shall be maintained for a period of five (5) years after receipt of final payment under this Agreement or as required by law.

Section 9. Audits and Inspections. At any time during normal business hours and as often as WCCNM may deem necessary, there shall be made available to WCCNM for examination all of Contractor's records with respect to all matters covered by this Agreement. Contractor shall permit WCCNM to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to all matters covered by this Agreement. Contractor shall maintain such records at its office and provide them to the WCCNM at the WCCNM offices in Albuquerque, New Mexico, within fifteen days after receiving a written request for such records by the WCCNM. In the event Contractor does not wish to make its books and records available at the WCCNM offices, then Contractor shall pay reasonable travel and accommodation expenses for the WCCNM staff or its duly authorized representatives to travel to Contractor's offices to conduct the audit.

Section 10. Changes. WCCNM may, from time to time, request changes in the Services to be performed hereunder. Such changes, including any increase or decrease in the amount of Contractor's compensation, that are mutually agreed upon by and between WCCNM and Contractor shall be incorporated in written amendments to this Agreement.

Section 11. Suspension

A. Suspension of Work. WCCNM shall be entitled at any time to suspend, delay, or interrupt all or any part of the Services required of Contractor by this Agreement. Such order shall be in writing and identified as a "Suspension of Work Order". Contractor shall incur no further costs allocable to the Services during the period of suspension, delay, or interruption. Contractor shall be reimbursed for all services performed up to the time of its receipt of the Suspension of Work Order, to the extent such services are accepted pursuant to Section 3 of this Agreement.

B. Resumption of Work. In the event WCCNM cancels a Suspension of Work Order, Contractor shall resume performing the Services in a timely manner and shall be entitled to an equitable adjustment in compensation but only if WCCNM determines that the Suspension of Work Order resulted in additional costs to Contractor in its performance of the Services and Contractor asserts a claim for such additional costs within thirty days after the cancellation of the Suspension of Work Order.

Section 12. Termination.

A. Unless this Agreement is otherwise terminated, the term of this Agreement is for one year with the availability of three one-year extensions.

B **Termination by WCCNM for Cause, Ten Days' Notice.** If through any cause Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if Contractor shall violate any of the covenants, agreements or stipulations of this Agreement, WCCNM shall thereupon have the right to terminate this Agreement by giving written notice to Contractor of such termination and specifying the effective date thereof at least ten (10) days before the effective date of such termination.

Notwithstanding the above, Contractor shall not be relieved of liability to WCCNM for damages sustained by WCCNM by virtue of any breach of this Agreement by Contractor, and WCCNM may withhold any payment to Contractor for the purposes of set-off until such time as the exact amount of damages due WCCNM from Contractor is determined.

C **Termination by WCCNM: 20 Days' Notice.** WCCNM may terminate this Agreement at any time by giving at least twenty (20) days' notice in writing to Contractor. The twenty (20) days shall run from the day on which Contractor received such notice of termination. In the event this Agreement is terminated by WCCNM as provided herein, the Contractor shall be paid an amount that bears the same ratio to the total compensation as the Services actually performed bear to the total Services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 12B hereof, relative to termination, shall apply.

D **Work Product.** In the event of termination under the provisions of Section 12, all finished or unfinished documents, data, maps, studies, surveys, drawings, models, photographs and reports prepared by Contractor under this Agreement shall, at the option of the WCCNM, become the property of the WCCNM, and Contractor shall deliver such work product to WCCNM within thirty (30) days of receipt of the request of the WCCNM.

E **Termination by Contractor: 30-Days' Notice.** The Contractor shall be entitled to terminate this Agreement in the event of a default by the WCCNM in the performance of any covenant or agreement herein required to be performed by the WCCNM and the failure of the WCCNM to remedy such default for a period of thirty (30) days after receipt from the Contractor of written notice to remedy the same; provided, however, that no notice of termination, as above provided, shall be of any force or effect if the WCCNM shall have remedied the default prior to receipt of the Contractor's notice of termination.

F **Non-Funding.** The performance of this Agreement is contingent upon the State Office of Workforce Training making the appropriations and authorizations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement may be terminated by WCCNM by giving notice to Contractor. Such event shall not constitute an event default by WCCNM. All payment obligations of the WCCNM shall cease upon the date of termination. The WCCNM's decision as to whether sufficient appropriations are available or sufficient shall be binding on Contractor and shall be final. The date of termination

issued pursuant to this paragraph shall be the date a notice of termination is received by Contractor.

Section 13 General Conditions.

A. Contract Interpretation.

1) **Separability.** In the event any covenant, condition or provision herein is held to be invalid, illegal, or unenforceable by any court of competent jurisdiction, such covenant, condition or provision shall be deemed amended to conform to applicable laws so as to be valid or enforceable or, if it cannot be so amended without materially altering the intention of the parties, it shall be stricken. If stricken, all other covenants, conditions and provisions of this Agreement shall remain in full force and effect provided that the striking of such covenants, conditions or provisions does not materially prejudice either the WCCNM or the Contractor in its respective rights and obligations contained in the valid covenants, conditions, or provisions of this Agreement.

2) **Waiver.** No provision of this Agreement shall be deemed to have been waived by either party unless such waiver is in writing, signed by the party making the waiver and addressed to the other party, nor shall any custom or practice which may evolve between the parties in the administration of the terms of this Agreement be construed to waive or lessen the right of either party to insist upon the performance of the other party in strict accordance with the terms of this Agreement. Further, the waiver by any party of a breach by the other party or any term, covenant, or condition hereof shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, or condition thereof.

3) **Gender, Singular/Plural.** Words of any gender used in this Agreement shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

4) **Captions and Section Headings.** The captions, section headings, and table of contents contained in this Agreement are for convenience of reference only, and in no way limit, define, or enlarge the terms, scope, and conditions of this Agreement.

5) **Entire Agreement.** This Agreement represents the entire contract between the parties and, except as otherwise provided herein, may not be amended, changed, modified, or altered without the written consent of the parties hereto. This Agreement incorporates all of the conditions, agreements, and understandings between the parties concerning the subject matter of this contract, and all such conditions, understandings and agreements have been merged into this written Agreement. No prior condition, agreement, or understanding, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this written Agreement.

6) **Relationship of Contract Documents.** All documents attached to this Agreement or incorporated into this Agreement are complementary, and any requirement of one contract document shall be as binding as if required by all.

7) **Exhibits Certificates, Documents Incorporated and Attachments.** **Incorporation by Reference.** All certificates, documents, exhibits, attachments, riders, and addenda referred to in this Agreement are hereby incorporated into this Agreement by reference and made a part hereof as though set forth in full in this Agreement to the extent they are consistent with its conditions and terms.

8) **Applicable Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of New Mexico, and the laws, rules and regulations of WCCNM.

9) **Successors.** All covenants, stipulations and agreements in this Agreement shall extend to and bind the legal representatives, successors, and assigns of the respective parties hereto.

10) **Governmental Rights and Powers.** Nothing in this Agreement shall be construed or interpreted as limiting, relinquishing, or waiving any rights of ownership enjoyed by WCCNM, or waiving or limiting the WCCNM's control over the management, operations, or maintenance of its property, except as specifically provided in this Agreement, or impairing, exercising or defining governmental rights and the police powers of the WCCNM.

B. Discrimination Prohibited.

1) **General.** In the use and occupation of the WCCNM owned or leased premises, the Contractor shall not discriminate against any person or class of persons by reason of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap.

2) **Civil/Human Rights Laws.** In the operation and use of the WCCNM owned or leased premises, the Contractor shall not on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts 21 and 23 of the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act, NMSA 1978 § 28-1-1 through 28-1-15 (2005) (NMHRA). Without limiting the generality of the foregoing, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. Such action shall include, but not be limited to: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

3) The Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, does hereby covenant and

agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the WCCNM facilities (when applicable) in compliance with all other requirements imposed by, or pursuant to, the NMHRA, and 49 CFR Parts 21 and 23, and as said regulations may be amended.

4) Contractor's violation of this Section shall be deemed a material breach of this Agreement.

5) Contractor shall include the provisions of this Section 13B in every subcontract, including procurement of materials and leases of equipment (unless exempt by the above referenced regulations or orders of instructions issued pursuant thereto), in the performance of this Agreement.

C. **Indemnification Agreement.**

1) **General Indemnification.** The Contractor agrees to defend, indemnify and hold the WCCNM and its officers and employees harmless from and against all suits, actions, proceedings, claims, demands, fines, liabilities, settlements, costs, damages, and expenses (including but not limited to Contractor's fees, attorney's fees court costs and litigation expenses) of whatever kind or nature, known or unknown, contingent or otherwise, brought against the WCCNM because of any injury, including death, at any time resulting from bodily injury, damages for care and loss of services, or damages received or sustained by any person, persons, or property from any source that may arise out of the Contractor's use or occupancy of any portion of the WCCNM, or on account of any matter arising from the services performed by Contractor under this Agreement, if caused by an act or omission of the Contractor, its officers, employees, servants or agents.

2) **Insurance.** The indemnity required herein shall not be limited by the specification of insurance coverages in this Agreement.

3) **Survives the Term.** This indemnification agreement shall survive the term of this Agreement.

4) **Scope of Indemnification.** With respect to any claims, actions, suits, damages or judgments caused by or resulting from acts, omissions, or operations of Contractor, its agents, servants, or employees, Contractor shall: (a) investigate or cause the investigation of such claims, actions, or suits, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the WCCNM and on behalf of the WCCNM, (c) and satisfy judgments finally establishing the liability of the WCCNM in all actions defendant by Contractor pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against WCCNM in any legal proceeding defended or caused to be

defended by Contractor as required above, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by WCCNM for investigation, negotiation, and defense, including but not limited to expert witnesses' and attorneys' fees incurred, should Contractor fail to provide the defense and indemnification required herein.

5) Miscellaneous. WCCNM shall, promptly upon receipt, give Contractor every demand, notice, summons, or other process received in any claim or legal proceeding for which Contractor is required to indemnify and defend WCCNM. In the event WCCNM fails to give Contractor notice of any such demand, notice, summons, or other process received by WCCNM, and such failure to give said notice shall result in prejudice to Contractor in its defense of any action or legal proceeding in which Contractor is required to indemnify and defend the WCCNM, then such failure or delay shall release Contractor of its liability as set forth in this Indemnification Agreement, but only insofar as the particular claim or legal proceeding is concerned, and only to the extent of such prejudice. Nothing in this subsection shall be deemed a change or modification in any manner whatsoever of the method or conditions of preserving, asserting, or enforcing any claim or legal liability against the WCCNM. This section shall not be construed as a waiver of the WCCNM's immunity. The provisions of this section shall not be construed to prohibit Contractor from seeking contribution or indemnity from any third party which may have caused or contributed to the event for which Contractor indemnifies the WCCNM.

D. Assignment and Subletting. The Contractor shall not assign or otherwise transfer, in whole or in part, any of the rights granted in this Agreement without the prior written approval of the WCCNM. The WCCNM shall not be required to approve any assignment or other transfer of this Agreement that would result in the Services required in this Agreement being performed by any other person or entity than the Contractor.

E. Ethics.

1) Conflict of Interest. Upon execution of this Agreement, or within five (5) days after the acquisition of any interest described in this section during the term of this Agreement, the Contractor shall disclose in writing to the WCCNM whether any member of the WCCNM Board of Directors, officer, or employee of the WCCNM has or hereafter acquires any direct, indirect, legal, or beneficial interest in the Contractor or in any contract, lease, or agreement between the WCCNM and the Contractor, or in any franchise, concession, right, or privilege of any nature granted by the WCCNM to the Contractor in this Agreement or otherwise.

2) Fair Dealing. The Contractor covenants and warrants that the only person or firm interested in this Agreement as principal (or principals) are named in this Agreement and that no other person or firm has any interest in this Agreement, and this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, shall be, offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the WCCNM with a view toward securing this Agreement or for securing more

favorable treatment with respect to making any determinations with respect to performing this Agreement. The state Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

F. Approvals, Consents and Notices.

1) All notices, consents, and approvals required by this Agreement shall be in writing and shall be given by registered or certified mail by depositing the same in the U.S. mail in the continental United States, postage prepaid, return receipt requested, or by personal delivery, or by facsimile transmission to the "FAX" number given below, provided that the completed transmission is electronically verified. Either party shall have the right, by giving written notice to the other, to change the address at which its notices are to be received. Until any such change is made, notices shall be delivered as follows:

WCCNM:	Workforce Connection of Central New Mexico
Certified Mail:	Jerry Schalow or Successor
	809 Copper Ave. NW
	Albuquerque, New Mexico 87120

Personal Delivery:	Same as above
Telephone:	(505)724-3636
E-Mail Address:	jerryabq@gmail.com

Contractor:
Contractor Official:
Certified Mail:

Personal Delivery:
Telephone:
E-Mail Address:

2) If notice, consent or approval is given in any other manner or at any other place, it shall also be given at the place and in the manner specified above.

3) The effective date of such notice, consent, or approval shall be the date of the receipt as shown by the U.S. Postal Service Return Receipt, or the date personal delivery is certified, or the date of electronic verification of the facsimile transmission, unless provided otherwise in this Agreement.

G. Non-Liability of Agents and Employees. No member, officer, agent, director, or employee of WCCNM or Contractor shall be charged personally or held contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of their execution or attempted execution of this Agreement.

H. No Partnership or Agency. Nothing contained in this Agreement is intended or shall be construed in any respect to create or establish any relationship other than that of owner and contractor, and nothing herein shall be construed to establish any partnership, joint venture or association or to make Contractor the general representative or agent of WCCNM for any purpose whatsoever.

I. Force Majeure. Except as expressly provided in this Agreement, neither WCCNM nor Contractor shall be deemed to be in default hereunder if either party is prevented from performing any of the obligations, other than payment of rentals, fees and charges hereunder, by reason of strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of the public enemy, weather conditions and the results of acts of nature, riots, rebellion, sabotage, or any other similar circumstances for which it is not responsible or which are not within its control.

J. Forum Selection. Any cause of action, claim, suit, demand, or other case or controversy arising from or related to this Agreement shall only be brought in a state district court located in Bernalillo County, New Mexico or in a federal district court located in New Mexico. The parties irrevocably admit themselves to, and consent to, the jurisdiction of either or both of said courts. The provisions of this section shall survive the termination of this Agreement.

K. Compliance with Law. The Contractor shall comply with all applicable laws, ordinances, regulations and procedures of federal, state, and local governments, including, but not limited to WCCNM rules. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. Section 12101) and federal regulations promulgated there under (28 C.F.R. Parts 35, 36, and 37).

L. Patents and Trademarks. Contractor represents that it is the owner or fully authorized to use any and all services, processes, machines, articles, marks, names or slogans used by it in its performance under this Agreement. Contractor agrees to defend, indemnify and hold harmless the WCCNM, pursuant to the Indemnification Agreement above, from any loss, liability, expense, suit, or claim for damages in connection with any actual or alleged infringement of any patent, trademark, copyright, trade secret or proprietary right, or arising from any alleged or actual unfair competition or other similar claim arising out the performance of this Agreement by Contractor. In the event a claim is made that the use of materials is such an infringement, the Contractor shall either procure for WCCNM the right to continue using such materials, make modifications resulting in the elimination of the infringement (and continue to meet the requirements of this Agreement) or replace such material with non-infringing materials of a like functionality that meet the requirements of this Agreement.

M. Savings. WCCNM and Contractor acknowledge and agree that they have thoroughly read this Agreement, including all exhibits thereto, and have sought and received whatever competent advice and counsel was necessary for them to form a full and complete understanding of all rights and obligations herein. WCCNM and Contractor further acknowledge that the Agreement is the result of negotiations between them and that this Agreement shall not be construed against either party by reason of that party's preparation of all or part of this Agreement.

N. **Administration of Agreement.** The Chair of the WCCNM, or his authorized representative, shall administer this Agreement for the WCCNM.

O. **Approval of Agreement.** This Agreement shall not become effective or binding until signed by the WCCNM's Chair and appropriate state agency, if applicable.

IN WITNESS WHEREOF, the WCCNM has caused this Agreement to be executed by its Chair and the Contractor has caused the same to be executed by its appropriate and authorized officer.

WCCNM

By: _____ Date: _____
Jerry Schalow, WCCNM Board Chair

By: _____ Date: _____
Gregory D. Hull, Chief Elected Official - Designee

CONTRACTOR:

By: _____ Date: _____

APPROVED AS TO FORM:

Jason M. Burnette Esq. – Board Legal Counsel

New Mexico State Taxation and Revenue

Taxpayer I.D. Number: _____

Federal Taxation I.D. Number: _____