



REQUEST FOR PROPOSALS

**Northern Area Local
Workforce Development Board RFP
2024-001**

Issued By: Northern Area Local Workforce Development Board

Issued Date: October 31, 2023

Proposal For: Workforce Innovation and Opportunity Act Title I

Program Type: Services for Adults, Dislocated Worker

Please note that there is an established deadline for receipt of proposals January 16, 2024. The date and time are shown in the Dates and Deadlines section of this proposal.

Provision of Services for Adults, Dislocated Workers
In the Northern New Mexico Workforce Area

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Background Information

In July 2014, the Workforce Innovation and Opportunity Act (WIOA) was signed 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. Congress passed the Act by a wide bipartisan majority; it is the first legislative reform in 15 years of the public workforce system. WIOA supersedes the Workforce Investment Act of 1998 and amends the Adult Education and Family Literacy Act, the Wagner-Peyser Act, and the Rehabilitation Act of 1973.

One of Four Local Workforce Development Areas in the state of New Mexico, Northern Area Local Workforce Development Board covers 10 counties in the Northern part of New Mexico. Those counties are: Cibola, Colfax, Los Alamos, McKinley, Mora, San Juan, Rio Arriba, San Miguel, Santa Fe, and Taos. The Board of Commissioners from each of those counties has appointed one of their own to set on the Chief Elected Officials (CEO). The CEO has appointed the Northern Area Local Workforce Development Board (NALWDB) as the Local Workforce Development Board (WDB) for the area. The CEO has selected the Northern Area Local Workforce Development Board (NALWDB) to act as their fiscal agent. NALWDB provides board staffing, fiscal agent functions, and does the contracting of WIOA service provision. Operation of the One-Stop Centers, Adult and Dislocated Worker services has been currently contracted through ResCare Workforce Services.

The purpose of the WIOA Programs is to provide allowable workforce development activities to eligible clients that will increase employment retention and earnings of participants and increase occupational skill level attainment by participants. As a result, successful application of these activities will improve the quality of New Mexico's workforce, reduce welfare dependency, and enhance the productivity and competitiveness of the State and Nation. The WIOA places an emphasis on serving within a comprehensive development approach that focuses on long-term services that provide the education, skills, work experience, and support that adult need to successfully transition to careers and productive adulthood. The WIOA Adult and Dislocated Worker funds are targeted at young people who are both in and out-of-school, to assist them in their career and educational development. However, bidders should acknowledge that in order to meet Adult & Dislocated Worker expenditure levels established in WIOA, 80 percent of all Adult and Dislocated Worker funds must be spent. Bidders are encouraged to read the Act to understand the scope of authorized activities. In general, these activities are:

- a) to provide the career services described in Section 134(c)(2) to adults and dislocated workers, respectively, through the one-stop delivery system in accordance with such paragraph;
- b) to provide training services described in Section 134 (c) (3) to adults and dislocated workers, respectively, described in such paragraph;
- c) to establish and develop relationships and networks with large and small employers and their intermediaries; and
- d) to develop, convene, or implement industry or sector partnerships.”

Adult and Dislocated Worker Activities include:

1. Provide outreach and intake which will include eligibility determination and an initial assessment of skills.
2. Provide career counseling which includes comprehensive skills assessment, labor market information, development of an individual employment plan, information on financial literacy and other services potentially available from other workforce partners.
3. Provide information on training opportunities, including their eligibility for potential financial aid to pursue occupational training, on-the-job training openings, transitional jobs and apprenticeships.
4. Provide job search and placement assistance, which can include completion of work readiness training, resume preparation, use of on-line job boards and application completion.
5. Provide information on resources available through the workforce system both in centers and from partner organizations.

NALWDB, in coordination with the CEO, is seeking to establish and build a partnership with an organization which can demonstrate that it can provide a positive and measurable impact on adults and dislocated workers while building a network of employment and training service providers in the Northern Area Local Workforce Development that will assist eligible adults, dislocated workers in securing in-demand occupations (high-demand, high-wage and high-skill occupations as defined per the NALWDB Demand Occupation List).

Purpose of Proposal

The purpose of this RFP is to solicit proposals from qualified entities to provide the WIOA Adult, Dislocated Worker for the Northern Area Local Workforce Development Board. The proposal which, in the opinion of the awarding body, best provides for establishing a workforce system of services in the Northern Area Local Workforce Development Board will be invited to enter into contract negotiations. Resulting contracts will be negotiated with respect to cost, scope, and content in a manner that achieves the establishment of this System in the best interest of the Local Area. The successful bidder's program will be required to provide services to adults, dislocated workers. The period of performance will be July 1, 2024 through June 30, 2025. Any contracts entered into as a result of this RFP may be extended for two (2) additional one-year periods, if agreeable to both parties.

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 Adult and Dislocated 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.
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.

Dates and Deadlines

The timeline shown below is an estimated schedule of the RFP process.

Publication of Legal Notice	10/31/2023
Proposal Date	10/31/2023
Mailing/E-mailing RFP to Proposers	10/31/2023
Deadline to submit Questions	12/18/2023
Deadline for Submission of Completed Proposals	01/16/2024
Proposal Evaluation (Evaluation Committee)	01/23/2024
Selection of Finalists	01/26/2024
Contract(s) Written	02/20/2024
Contract(s) Performance Begins	07/01/2024
Contract(s) Performance Ends	06/30/2025
Protest Deadline (15 days after proposal date)	

Note: The deadline shown above January 16, 2024, at 4 pm) is extremely important. The completed proposal must have been physically received on or prior to that deadline. If you plan to have your proposal delivered other than by personal delivery, please remember that even though the proposal may be postmarked prior to the deadline, if it is not received by the deadline time and date, it absolutely cannot be considered.

The proposal should be delivered or mailed to:

Lisa Ortiz, Executive Director
Northern Area Local Workforce Development Board, Inc.
525 Camino de Los Marquez, Suite 250
1000 Cordova Place, PMB 810
Santa Fe, NM 87505
procurementofficer@nalwdb.org
(505)986-0363

General Proposal Information

This proposal may make references to the WIOA Grant Recipient and/or WIOA Fiscal Agent. For this RFP, those references are for the same entity. The WIOA Fiscal Agent is the entity designated by the Chief Elected Officials Consortium and in this workforce development area it is the Northern Area Local Workforce Development Board (NALWDB).

This proposal also makes references to the Workforce Development Board (NALWDB). For this workforce development area this is the Northern Area Local Workforce Development Board. The proposer should note that the roles of various parties in the WIOA system are flexible and may vary from one workforce investment area to another. Even within one workforce development area the roles of the NALWDB, WIOA Fiscal Agent, and other entities may vary from time to time depending upon changes in

the roles as determined by the appropriate governing entities. These changes should not affect the sub-recipient(s) in carrying out the tasks required in the contract(s).

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

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

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

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

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

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

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

The NALWDB has established a procedure to resolve any protests, disputes, claims, or grievances that may arise from this procurement process. A copy of this procedure will be made available to any proposer upon request. This procedure gives a proposer an opportunity to protest the award and provides for a review of the process and a determination to be issued by the individuals conducting the review. The notice of award and notice of the protest process will be provided at the time proposers are notified of the outcome of their proposal. This notice will be provided to each proposer within 5

days of the date of award of a contract(s) and may be provided via e-mail, fax, direct contact by telephone, or by regular mail. The protest process will provide for a minimum of 5 days for a proposer to submit a protest. The notice of the protest process will provide information on the name and contact information of the individual to whom the protest must be submitted.

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

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

Pre contract(s) costs and the costs of preparing this proposal are not allowable costs and cannot be included in the proposal budget nor in any resulting contract(s) budget.

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

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

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

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

The sub-recipient(s) will be monitored by the Fiscal Agent and/or NALWDB monitors and must have an annual audit included in the contract(s). Other monitors, auditors or reviewers from State and/or Federal agencies may also monitor or audit the sub-recipient(s) and must be provided access to all records and documents associated with the performance of this contract(s).

The sub-recipient(s) that is selected through this RFP is expected to be familiar or become familiar with the WIOA Act and Regulations and applying them in developing the response to the RFP. The NALWDB and/or WIOA Fiscal Agent will, after the contract(s) has been awarded, provide technical assistance to the sub-recipient(s).

The Contract(s) That May Result from This RFP

Winning bidders must be willing to ensure services are available to be delivered in all 10 counties without regard to whether there is a permanent presence in any one county.

Interaction with the business community in the entire area is a necessity. This means any sub-recipient(s) must have staff that can assist the business community member as well as eligible participants; this may be done by making direct contact or relying on a partner member to initiate contact with businesses. The resulting contacts often mean that staff must be ready to provide quality referrals to employment to aid companies actively recruiting new employees. This process requires that staff in work in unison with not only the Board, but also partners. The primary objective of the Board is to place its business customers in a more competitive position than prior to receiving our services. This can mean ensuring the appropriate jobseekers are referred to fill open positions, clients are afforded the opportunity of increasing their job skills in order to make them more competitive and both our jobseekers and businesses become more profitable as a result of being engaged with the workforce system in Northern New Mexico.

The staff provided to the workforce centers may, on a temporary or permanent basis, be assigned to work in other positions within the centers or travel to other areas to provide services. Changes in staff assignments may be made from time to time as determined necessary. In some instances, staff working in a functional unit may be supervised by staffs who are employed by an entity other than the sub-recipient(s). However, for matters such as payroll, personnel, travel, disciplinary actions, etc. staff provided by the sub-recipient(s) will be responsible to their employer, the sub-recipient(s).

Eligible Bidders

An eligible bidder under this RFP may be any public or private entity; including but not limited to: a post-secondary educational institution, a community based organization, non-profit agency, unit of government, faith-based organization or a private for-profit business.

Successful bidders must demonstrate current or future service delivery capabilities to provide effective services to adults, dislocated workers that reside in Northern New Mexico Workforce Area. In addition, the provider of WIOA Adult, Dislocated Workers is a mandated partner in the One-Stop System, the successful bidder will deliver the respective WIOA program services through sites as identified in the workforce development area. It is also incumbent on the winning sub-recipient(s) that services be available to be delivered in all 10 counties.

Any proposer with whom the Local Workforce Development Board (LWDB) executes a contract for the provision of the services described in this Request for Proposals shall be a sub recipient pursuant to applicable federal laws and regulations and shall be required to comply with 2 CFR Part 200, as well as the Workforce Innovation and Opportunity Act and all other applicable federal and state laws and regulations.

Resources

NALWDB is a 10-county area that is part of a 33-county regional planning area. However, information concerning the existing local plan, regional plan and current operational policies may be accessed at www.northernboard.org

State of New Mexico WIOA and one-stop policies may be found at www.northernboard.org Proposers must be knowledgeable of the statutes, regulations, rules, and policies for the funding streams identified in the chart in section II.C. A copy of the Workforce Innovation and Opportunity Act and regulations may be found on the U.S. Department of Labor web page at www.dol.gov

Technical Assistance

An explanation or clarification of this RFP and to answer other questions will be provided on the Northern New Mexico Workforce Development Board's website located at www.northernboard.org

To assist in this process, proposers are asked to submit their questions via e-mail prior to the close of business on December 18, 2023. This will allow the appropriate individual sufficient time to prepare an answer and have the question and answer available to all who are considering presenting a proposal. Questions may be submitted electronically until December 18, 2023 at 4:00 pm. All questions and their answers will be posted at www.northernboard.org.

Questions via e-mail should be submitted to:

www.northernboard.org
procurementofficer@nalwdb.org

General Procurement Statements

1. NALWDB is an Equal Opportunity Employer and encourages competition at all levels. Any interested and qualified Proposer is encouraged to submit a bid.
2. Prospective Proposers should inform NALWDB if the specifications or other proposal requirements are faulty, unnecessary, or inhibit competition. If NALWDB agrees with the Proposer, an amendment will be issued.
3. All prospective Proposers must adhere to the Uniform Administrative Requirements of the Office of Management and Budget.

4. All proposals in response to the RFP become the property of the Northern Area Local Workforce Development Board. The proposals will not be available for public viewing until after a contract with the new service provider is finalized. All information not deemed **PROPRIETARY** and contained in bid responses will become open for public review once a contract is signed or all bids are rejected.
5. This Request for Proposals does not commit NALWDB to fund any proposals submitted before execution of a contract.
6. NALWDB reserves the right to accept or reject any or all proposals received or to negotiate terms of the proposal with any qualified Proposer.
7. No contracts will be awarded as a result of this RFP without approval of the NALWDB RFP Committee. Further, NALWDB reserves the right to withdraw from negotiations at any time before a contract is executed.

Availability of Funds

Funding for each program year is determined by the US Department of Labor based on an established formula for WIOA State Formula Funds awarded to States by no later than June of each year. For planning purposes, the respondent to this RFP should understand that level funding for each program year is approximately \$4,500,000 in combined Adult and Dislocated Worker funds. PY2024 amounts are subject to change, based upon the actual amount allocated to the region and available carry-over funds, if any, allocated by the New Mexico Department of Workforce Solutions. PY 2023 funds are to provide for the entire cost of operations including but not limited to; Board staff and support, fiscal agent, One-Stop Operator, Service Provider staff and supplies as well as money for all direct client cost payments. NALWDB and the fiscal agent is responsible for providing system support.

It is understood that funds will fluctuate from year-to-year. The contract agreement shall be modified to increase or decrease funding as needed to reflect actual federal funds received during the contract period. The successful sub-recipient will be awarded a cost-reimbursement contract with the possibility of a negotiated profit margin for those eligible entities. The Board may expand the scope of the contract to include other workforce programs, funding, or requirements that the Board deems necessary and appropriate.

All agreements are subject to the availability of funds to the Northern New Mexico Workforce Area.

Incorporation of RFP into Contract

All conditions contained in this Request for Proposals and completed Forms and any statements contained in the Request for Proposals will be incorporated into any contract regarding this matter. Failure of the contracting organization to accept these obligations may result in the cancellation of the selection. The sub-recipient shall

assume responsibility for all services offered in their bid proposal whether or not they were produced. The sub-recipient will be responsible for all material errors and omissions in the performance of the contract.

Payment Process

The Board will use a cost-reimbursement contract which may or may not include a pay for performance piece as well as potential profit for eligible entities. The selected sub-recipient will be reimbursed for allowable actual service delivery costs on a

monthly basis after submittal and approval of payment vouchers as instructed in the contract.

In addition to the provisions of this Request for Proposals and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

The Board values high performance, continuous improvement and responsiveness to Board and system customer needs. The Board understands that a for-profit entity may be selected through this process. If so negotiations for arriving at a methodology for rewarding exceptional performance in the form of profit will be finished before the start date of the contract.

The successful bidder may only serve eligible individuals using WIOA funds as defined by the WIOA and is responsible for all WIOA participant enrollments in the Northern New Mexico Workforce Area. The successful bidder shall create, collect, and maintain all records relating to One-Stop operations and WIOA service provision activities that are required to be made by applicable federal or state laws or regulations, made relevant by guidance from the U.S. Department of Labor, and/or which are necessary for determining the Northern New Mexico Workforce Area's attainment of the local levels of performance negotiated with the Governor and the chief elected official of the Northern New Mexico Workforce Area. Reimbursement for program costs will be made on a monthly basis providing that these performance standards are being met. Performance Standards will be reviewed on a monthly basis.

For examples of past and current Performance Standards see also Section III.B.3 Program Outcomes and Deliverables of this RFP.

Any revenues above costs generated by any not-for-profit organization through use of these funds, including interest income or other program generated income, must be reported, and then returned to the NALWDB. Any return of revenues to the provider for use to extend the contract or provide additional services will be at the sole and absolute discretion of NALWDB.

Proposers may not charge individuals eligible for workforce programs a fee for any service; however, if the proposal intends to charge fees for non-eligible individuals and/or businesses, the service and fee structure must be fully described in the narrative. The Board reserves the right to retain a portion of the income generated from such activities.

The sub-recipient will be responsible for all benefits (vacation, health insurance, etc.) and withholdings as any staff of the sub-recipient will remain staff of the sub-recipient and will not become employees of NALWDB. The contract will be solely for personnel, professional development, and training and supportive service funds for eligible clients. NALWDB will only reimburse personnel costs for time worked, and reasonable vacation, sick leave, and holidays as provided for in the bidder's personnel policies and earned during the contract term. No other paid leaves of absence will be reimbursed by NALWDB nor should they be part of the negotiated sub-recipient price.

Subcontracting

The NM Department of Workforce Solutions acknowledges the need to form viable partnerships that will help to enhance the delivery of Adult, Dislocated Workers workforce development activities identified in the State Plan throughout the Northern New Mexico local workforce area. Proposals utilizing specialized services to deliver such activities may include sub-recipients and/or vendors. Any subcontracting must be clearly identified in the proposal narrative and the Board prior to contract execution must provide approval. If the proposer currently subcontracts certain functions or activities and intends to do so as part of this proposal, the sub-recipient/vendor must be identified, and a certification included from the sub-recipient/vendor attesting to their agreement to the terms of the proposal and any resulting contract.

Interview Rights to Jobs Created

The successful proposer for WIOA Adult, Dislocated Workers and must agree to interview all incumbent program operations staff who applies for employment with the new provider. Incumbent staff will be granted consideration for experience in lieu of education requirements for any position for which they are otherwise qualified. In the event of a transition and a reduction of staff, the Board shall carefully oversee the process to ensure that there is no loss of service or reduction of quality.

Contract Provisions

The contract(s) will have provisions regarding the provision of services being delivered in a functional delivery system. This may require the sub-recipient(s) to provide some services that are traditionally delivered by other entities that are none-the-less allowable services. In functional delivery system, other entities may also be required to deliver some of the services that are included in the statement of work of this contract(s).

The contract(s) may also have provisions which are not described in this RFP. Those provisions may be necessary due to changes in applicable laws or regulations, provisions added or changed to reflect negotiations made subsequent to the issuance of this RFP, requirements not known at the time of the issuance of this RFP, or other reasons.

Contract(s) Based Costs

All costs that are approved in a contract(s) must be reasonable and necessary to carry out the planned functions. The costs must be allowable and allocable to the proper grants and cost categories. If the sub-recipient(s) is a public entity or non-profit entity, the contract(s) will not include a provision for profit. Profit margins with for-profit organizations may be negotiated. Profit margins must be reasonable and cannot be based on a percentage of actual costs. Profit margins will be based upon meeting and/or exceeding standards. It is anticipated that a higher profit margin may be negotiated for exceeding negotiated performance goals. Profit will be paid on a quarterly basis depending on meeting negotiated standards.

The sub-recipient will be reimbursed for actual travel expenses required for travel within the region as well as for meetings and conferences provided by NALWDB, as applicable to WIOA. Other out of area travel must be approved in advance by the Board's Executive Director and the sub-recipient must have the funds in their budget to support the requested travel.

Proposers should note that they are not required to provide rent, utilities, telephone service and telephones, internet service, janitorial services, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One Stop Center and Satellite offices. All these items will be provided by the WIOA Fiscal Agent for the workforce area. The selected sub-recipient(s) will be responsible for all Adult, DLW, such as training, work experience, supportive services, etc.

Criminal History Reports

The contract(s) that results from this RFP may contain a requirement that the contract(s) or provide a current (within the past 12 months) and satisfactory criminal history report on all individuals working in any manner for the sub-recipient(s) if the individual will be providing services to workforce Clients. The criminal history report shall be deemed to be satisfactory if it contains no history of criminal offences which would be considered crimes which present a danger to Clients. These reports, if required, must be submitted to the WIOA Fiscal Agent not less than 10 days prior to the scheduled beginning date of performance under the contract(s). If the reports are not submitted by that deadline, the contract(s) will be declared to be void and no payments will be made to the sub-recipient(s). The cost of the criminal history reports will be paid by the sub-recipient(s) and cannot be included in the contract(s) costs.

Program and Performance Measures

The contract(s) that results from this RFP will have certain requirements for performance. The contract(s) may require that the sub-recipient(s) submit reports of

expenditures, Clients served, goals versus actual performance reports, WIOA performance reports, audits, reviews made by other entities, or other information that is necessary for the NALWDB to evaluate the performance of the contract(s) or. The contract(s) may have provisions requiring minimum performance levels to be achieved

before funding for remaining periods is available. The contract(s) may have a provision to reduce or eliminate funding for future periods if that minimum performance level is not attained. Sub-recipient Performance will be based on the following measures:

Adult – Dislocated Worker Measures

Performance Outcomes

The Bidder shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the NALWDB. 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 2022.

Evaluating performance at target intervals is helpful in determining success. However, tracking performance at interim intervals will also allow for real-time feedback and continuous quality improvement. The NALWDB is seeking a vendor to implement 3 interim performance measures. The chart below lists target and interim performance measures to be tracked in real time.

Real-Time Indicators for Adult and Dislocated Worker Participants and Exit's

WIOA Measure	Target	Real Time Interim Indicator	
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	

File Documentation

Contractors will maintain an electronic case file for each WIOA-enrolled participant. Case files must include all required documentation, including documentation of program eligibility, assessments, required forms and case notes, training documents, attendance records, follow-ups, 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 training, cross training, expertise, and cooperation.

Monitoring

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

The determination of whether the sub-recipient(s) has met or exceeded the performance items shown above will be made as of June 30 of each year. To be determined to have satisfactory performance, the Sub-recipient(s) must meet or exceed the performance items in 5 of the 7 Adult and Dislocated Worker measures shown above, with no measure falling below 70 percent of the negotiated rate. Sub-recipient(s) will complete the Projected Performance Form included in the RFP.

Contract(s) Renewal and Extension

The contract(s) that results from this RFP may have a provision for extension. The terms and lengths of any extension will be established by the NALWDB and will be included in the contract(s) provisions. All extensions must be documented in a modification to the contract(s). Each extension must be for not more than one year and a maximum of two extensions is permitted. Extensions will be contingent upon established performance in the above-mentioned measures.

Transitioning

The selected sub-recipient(s) will be required to continue to provide services to Clients that are transitioned from the previous sub-recipients that is providing the services included in this proposal. The new sub-recipient(s) must assure that the original plan of services for the customer will be followed with no interruptions in service to the customer. Costs for these "transitioned" or "inherited" Clients must be factored into the costs that are included in the budgets for this proposal.

Early Terminations

The contract(s) that results from this RFP will have provisions for termination of the contract(s) for failure to satisfactorily perform the tasks that are required, (for cause). The contract(s) that results from this RFP may also have provisions which allow the contract(s) parties to cancel the contract(s) at any time by providing reasonable advance notice to other contract(s) parties, (for convenience). The contract(s) will also provide for termination of the contract(s) for lack of funds, (funding).

Modifications

The contract(s) will have a provision for modifying the contract(s). Modifications may be necessary to incorporate changes required by Federal or State laws and policies. Modifications may be necessary to increase funds to the Contract(s) or if funds become

available through National Emergency Grants, Trade Adjustment Assistance, or other sources. Since there are two distinct areas of performance measures, it may be necessary to modify the contract(s) to eliminate one or more of the services being provided by the Sub-recipient(s) and solicit new providers. Should the Sub-recipient(s) fail to meet performance measures in both areas the contract(s) will not be extended.

Assignment and Subcontracting

A part of the proposal evaluation is based upon the previous experience of the proposer and its staff. The contract(s) will contain a provision that prohibits subcontracting or assigning the work to be performed without the written permission of the NALWDB.

Indemnification

The contract(s) will include an indemnification clause. The indemnification clause will state that the proposer (sub-recipient(s)) shall indemnify and hold harmless the State of New Mexico, the U. S. Department of Labor, the Northern Area Local Workforce Development Board, the Northern New Mexico Workforce Board officers, agents, and employees and the WIOA Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (sub-recipient(s)) or any of its employees, agents, volunteers, sub-recipients, or representatives.

Dispute Resolution - The contract(s) will have a provision for dispute resolution. This provision will require the Contract(s) or to use administrative processes and negotiation in attempting to resolve disputes arising from this contract(s). The

contract(s) will require the sub-recipient(s) to continue to provide services while the dispute process is ongoing.

Audit Rights

The contract(s) will have a provision which will allow The Fiscal Agent, the State of New Mexico, the U. S. Department of Labor, the Comptroller General of the United States, any of their duly authorized representatives, or others with statutory audit rights to perform audits after reasonable advance notice to the Contract(s) or at any time during the contract(s) period or within five (5) years from the date of final payment of this contract(s). At any time during normal business hours and as often as Fiscal Agent or any of the above parties may deem necessary, the Contract(s) or shall make available to their duly authorized representatives for examination, all its records with respect to all matters covered by this contract(s). The Fiscal Agent, the State of New Mexico, the U. S. Department of Labor, the Comptroller General of the United States, or any of their duly authorized representatives shall have authority to audit, examine, and make excerpts or transcripts from, any books, documents, papers, and records of the Contract(s) or which are directly pertinent to this Contract(s), including all contract(s), invoices, materials, payrolls, personnel records, conditions of employment, and other data relating to all matters covered by this contract(s).

Access to Records and Records Retention

The contract(s) will have a provision relating to Records Retention. That provision will require the Sub-recipient(s) to maintain all records pertinent to this contract(s), including financial, statistical, property, client records, and supporting documentation. These records shall be preserved and made available to the Fiscal Agent and its agents for a period of five (5) years after the date of final closeout of this contract(s). However, in the event of an audit, records shall be kept by Sub-recipient(s) until the audit is completely resolved. This may require a retention period longer than 5 years. If the Sub-recipient(s) is unable to retain the necessary Fiscal Agent client and financial records for the required period, the Sub-recipient(s) shall transfer such records to Fiscal Agent. Such records shall be transmitted to Fiscal Agent for acceptance in an orderly fashion with documents properly labeled and filed, and in an acceptable condition for storage.

Copyrights and Rights to Data

The contract(s) will have a provision relating to Copyrights and Data. That provision requires the Sub-recipient(s) to agree that the Fiscal Agent, the State of New Mexico, and the U. S. Department of Labor shall have unlimited rights to any data first produced or delivered under the contract(s).

Pre-Agreement Cost Clause

The contract(s) will have a provision relating to Pre-Agreement Costs. That provision will state that in the event any signatures on the contract(s) are made subsequent to the beginning date of the contract(s), allowable expenditures of funds between the beginning date of this contract(s) and the actual signature date of the contract(s) will be

allowed for no more than 30 calendar days prior to the actual signature dates of the contract(s).

De-obligations

The contract(s) that results from this RFP will contain clauses regarding availability of funds. Those clauses will allow the NALWDB to decrease or eliminate funding to the sub-recipient(s) if funding made available to the NALWDB is not sufficient to allow for full payment of the contract(s).

At the time the contract(s) is written, the actual funding amounts provided to the workforce investment area may not be available. The contract(s) may be modified prior to or subsequent to the beginning of the year to reflect changes that are necessary due to actual funding amounts received. If the contract(s) is extended after the first term, any budget amounts remaining from budgets at the end of the year may not be carried over and expended in the extended period. The carry-over of any funds is an item that must be negotiated with the NALWDB and/or Fiscal Agent for the workforce development area.

Price Adjustment

The contract(s) will have a provision relating to Price Adjustment. That provision will state that if the contract(s) was negotiated in reliance upon cost data supplied by the Contract(s) or; the Fiscal Agent can adjust the price to exclude any significant sum by which the price was increased because the Contract(s) or had submitted cost data in the original proposal which was not accurate, complete, or current.

Insurance

The contract(s) that results from this RFP will have certain requirements for insurance. There is no requirement that proof of insurance be submitted with the proposal, but evidence of insurance must be provided prior to beginning the performance of work under the contract(s). The WIOA Fiscal Agent for the workforce development area has a policy regarding insurance that is required of it and sub-recipient(s). Those requirements will be included in the contract(s). Those requirements may include general liability coverage, fire/theft insurance on property, insurance for motor vehicles used by employees of the sub-recipient(s), workers compensation, and blanket bond coverage.

EEO Requirements

The contract(s) will have provisions requiring the proposer (sub-recipient(s) to comply with the EEO requirements contained in 29 C.F.R. §38.25. No person in the United States shall be, on the grounds of race, color, religion, sex, national origin, age, handicap, political affiliation, belief, or marital status be excluded from participation in, be denied the benefits of, be subject to discrimination under, or be denied employment in the administration or in connection with any program or activity funded in whole or in part with funds made available under this agreement.

Client Grievances

The contract(s) will include a provision that requires the Sub-recipient(s) to adopt procedures for hearing and resolving grievances and complaints arising out of this contract(s), in conformity with NALWDB/Fiscal Agent's established policies.

The Sub-recipient(s) agrees that any customer grievances initiated as a result of this contract(s) and left unsettled by Sub-recipient's grievance procedures shall be received and resolved in accordance with NALWDB/Fiscal Agent's Grievance Procedure. The Sub-recipient(s) shall abide by Final Determinations issued under NALWDB/Fiscal Agent's grievance procedures.

The Sub-recipient(s) agrees to inform all sub-recipient(s), including OJT employers, of the availability of Sub-recipient(s)' grievance procedures, for use by the sub-recipient(s) in the event the sub-recipient(s) have no grievance procedures of its own.

Duplicate Funding

The contract(s) will have a provision requiring the sub-recipient(s) to agree that any sub-recipient(s) costs which are already allocated to other sources may not be included in the cost of the contract(s). The sub-recipient(s) must inform the NALWDB/Fiscal Agent if the sub-recipient(s) applies for or receives funds which affect the cost or performance of work under this contract(s) and how the sub-recipient(s) plans to allocate duplicated funds. The local NALWDB/Fiscal Agent must have the right to renegotiate the contract(s) relative to the changed cost. This provision will notify the sub-recipient(s) that NALWDB federal funds can be used only to supplement training resources available through Education Assistance Programs.

Client Rights

The contract(s) will have a provision concerning client rights. That provision will state that at a minimum:

1. Employment Terms, Benefits, and Working Conditions

All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and to the same extent as other employees working a similar length of time and doing the same type of work, except that no funds available under this contract(s) may be used for contributions on behalf of any trainee to retirement systems or plans.

2. Orientation

All clients enrolled under this contract(s) shall be orientated by Sub-recipient(s) or its agent sufficient that they understand who will be providing services, what support services are available and what the client must do to be successful in the program.

3. Disciplinary Action

Sub-recipient(s) shall notify the appropriate NALWDB staff member as far in advance as possible of work or training related problems involving WIOA clients. NALWDB shall be offered every reasonable opportunity to work with the site supervisor and the client to resolve the problem. When client suspension or termination appears to be necessary, the site supervisor shall give the Fiscal Agent office advance notice by telephone. In extreme cases, the site may immediately suspend a client for dangerous or outrageous behavior but in no case shall the client be terminated without advance notice by telephone to the appropriate Fiscal Agent office.

4. Confidentiality Standards

If disclosure of trainee records is requested by the public, current State of New Mexico confidentiality standards and Title 5, USC 552, commonly known as "The Privacy Act", pertaining to records of clients in NALWDB WIOA programs, shall apply.

5. Client Safety – The contract(s) will require that conditions of employment and training shall be appropriate and reasonable in light of such factors as the type of work, geographical region, and proficiency of the trainee.

Trainees enrolled under the contract(s) shall be adequately supervised during training hours and be provided with safe training conditions that, at a minimum, shall conform to the health and safety regulations established by the State of New Mexico.

Compliance with Law

The contract(s) will have a provision requiring the Sub-recipient(s) to maintain compliance as follows:

In rendering the performance hereunder, Sub-recipient(s) shall comply with the requirements of the Workforce Innovation and Opportunity Act (WIOA) Public Law 113-128, with the regulations promulgated there under, and with the following:

1. Applicable Federal Laws and appropriate OMB Circulars
2. Laws of the State of New Mexico
3. WIOA Policies as adopted by the New Mexico Office of Workforce Development
4. Local Laws
5. The Northern Area Local Workforce Development Board's WIOA Plan
6. NALWDB Policies and Procedures
7. U. S. Department of Labor Statement 29 CFR 37.20 Regarding the Non-Discrimination and Equal Opportunity
8. Provisions of the Workforce Innovation and Opportunity Act of 1998.

In the event of a conflict between such laws and regulations and the terms of this agreement, precedence shall be given to the laws and regulations.

Reporting

The contract(s) that results from this RFP may have a requirement that the sub-recipient(s) make regular presentations to the NALWDB, Chief Elected Officials, or other similar groups. These reports may include information on Clients, customer needs identified, services being provided for Clients, employer needs, reports on progress that has been made on meeting the real time performance metrics, and

similar types of information. While these reports may contain information not included in the performance measures previously mentioned, they are metrics required by NALWDB and important to the successful management of the WIOA programs.

The sub-recipient(s) or will also be required to provide to the NALWDB any narrative, statistical, and financial reports related to the elements of the contract(s) in the forms and at such times as required by the NALWDB.

Program Income

The contract(s) will have a provision relating to Program Income. That provision will state that if the sub-recipient(s) receives any program income as a result of activities funded under this contract(s), the income must be properly accounted for and cannot be spent without advance Fiscal Agent approval. Program income must be accounted for according to the requirements of OMB Uniform Administrative Requirements, policies of the WIOA Fiscal Agent, State of New Mexico, and/or the WIOA Act and Regulations.

Property/Capital Expenditures

The contract(s) will have a provision relating to Property/Capital Expenditures. That provision will state that the Sub-recipient(s) shall follow their normal procedures in purchasing, renting, or leasing any property described in the Project Budget. Procurement procedures must be in compliance with the policies of the State of New Mexico for WIOA as outlined in the policy guidance provided by the Northern Area Local Workforce Development Board Office. The provision will stipulate that the property must be handled in accordance with the Property policies of the State of New Mexico. However, it is anticipated that the successful bidders will not be required to make any property or capital expenditures.

Corrective Action

The contract(s) will have provisions describing processes relating to corrective actions. This provision will describe notices to the sub-recipient(s), corrective action steps, corrective action plans, timeframes, and similar provisions.

Patent Rights

The contract(s) will have a provision relating to Patent Rights. That provision will state that if products are produced under this contract(s) to which a patent is granted, the patent rights shall belong to Fiscal Agent, the State of New Mexico, or the U. S. Department of Labor. This provision shall not apply to products produced by the sub-recipient(s) other than this contract(s) and which are used in the performance of the work required by this contract(s).

Recruitment of Clients

The contract(s) will have a provision concerning the recruitment of clients. The sub-recipient(s) will be responsible for recruitment of clients in sufficient numbers and types

so that a sufficient level of local WIOA expenditures can be maintained. (The New Mexico Office of Workforce Development has required that forty percent of adult and dislocated worker programmatic expenditures must be on training) The contract(s) will explain that if a sufficient number of clients are not recruited and enrolled, the contract(s) funding levels may be negotiated to adjust staffing levels funded through the contract(s).

Disallowed Costs

The contract(s) that results from this RFP will have certain provisions regarding disallowed costs and audit/monitoring findings. The contract(s) will have provisions that require the sub-recipient(s) to repay any expenditure that is found to be unallowable. The contract(s) will have provisions requiring the sub-recipient(s) to remedy any deficiencies found in audits or monitoring reports prior to additional expenditures or additional receipts of funds.

Contract(s) Administration

The contract(s) that results from this RFP will have certain requirements for contract(s) administration. The contract(s) or will be required to comply with appropriate OMB Circulars, State of New Mexico policy guidance, and applicable local policy guidance from the NALWDB and/or WIOA Fiscal Agent. The proposer must have the technical competence and expertise in management and administration to properly administer the contract(s).

Sub-recipient(s) Self-Monitoring

The contract(s) that results from this RFP will have certain requirements for self-monitoring. The sub-recipient(s) will be required to periodically conduct this self-monitoring to ensure compliance with WIOA and local policies, budgets, performance measures, and similar measures. The NALWDB as the WIOA Fiscal Agent will require the sub-recipient(s) to submit periodic reports on its self-monitoring efforts.

Contract(s) Type

The successful proposer may be offered a standard cost reimbursement and/or a performance-based contract(s) with the potential of profit, depending on the type of entity that is offered a contract(s). The successful proposer(s) will be a sub-recipient(s)

of the NALWDB. The sub-recipient(s) chosen will be reimbursed for costs on a monthly basis. In the case of for-profit entities, profit will be paid on a quarterly basis.

Adult and Dislocated Worker Service Delivery

All Staff are to be trained to be expert at providing the full array of services available in the workforce centers. Each staff member provides the services they are trained to provide to whoever wants and needs those services, this includes Adults, Dislocated Workers. Staff will be trained to provide services to all Clients and not only to certain categories of Clients. There are two basic tenets in staff working in workforce centers; (1) Clients who want and need a high level of intervention and service can get it

(2) Clients who don't want a lot of service don't have to have it provided to them. Tracking a customer is not a customer service. The sub-recipient(s) will furnish staff that has the skills necessary to provide good customer service which are not the same as the skills used to record and track those services. While the Board accommodates funding rules and regulations in our procedures, we don't design our processes around them. The sub-recipient(s) will provide a variety of services:

1. Career Services Section 134 (c)(2):

Career services for Adult and DLW Clients start at the front door. They are available to any person who wants or needs these services. They may be provided electronically or by staff. Career services are designed to help residents get a job, keep a job, or get a better job. Career services include, but are not limited to the following:

- Eligibility Determination
- Outreach, Intake, Orientation to one-stop delivery system
- Initial assessment of skill levels
- Labor exchange services
- Recruitment for Businesses
- Referrals to other services
- Labor market information
- Information about supportive services
- Comprehensive assessments
- Individualized Employment Plan
- Counseling
- Follow-up services

Recruiting Clients or providing outreach to inform potential Clients of the benefits of working with Northern Area Local Workforce Development Board another of career services. Often there are special efforts to provide recruitment to aid businesses looking for new employees. It is also crucial that we attract Adult and Dislocated Worker that are about to graduate from high school and are beginning to make career decisions. Keeping recent college graduates in the area is another key for Northern New Mexico's ability to grow and staff will be required to ensure contacts with local colleges and universities are cultivated to aid in this process.

Sub-recipient(s) will be responsible for assuring quality career services are delivered to all Participants. Managers may do this by closely supervising the service delivery process and directly serving Clients. Since each customer may choose from an array of the services to help meet her individual employment goals, each step of the service process must build on the step before it with some value added. It is the responsibility of the Northern Area Local Workforce Development Board Service Provider Staff to assure the customer is always aware of their next step in the process. All staff must be competent and able to provide core services.

2. Training Services Section 134 (c)(3):

Training services are offered to those clients who need additional occupational training to find employment that will provide for them and their family. Candidates for training must show that they are interested in entering a career that is on the Northern Area Local Workforce Development Board's list of demand occupations, able to benefit and finish the necessary training in order to go to work in that

occupation and sometimes must fall within the Board's Priority of Service Policy, which is impacted by the number of training dollars available. Clients that meet the definition of Dislocated Worker are not required to come under the Priority of Service Guidelines. When it is determined that we have a customer that needs to receive training and in an occupation that is on our demand list, then staff must work with that customer to determine the most appropriate training institution that has the specific occupation on the approved training provider list. Staff will work with the customer and institution to ensure that everything for enrollment gets completed on time and that the customer has a very short waiting period. Staff will have already made certain through the assessment process that the customer is able to complete the course. Staff will also ensure that the customer possesses the same attributes shown by people who are successful in this chosen occupation.

After the customer has started training, it is imperative that staff maintain contact with them to provide counseling and encouragement. Staff's job is to ensure that if any barriers to successful completion of the training arise that they are in a position to work with the customer and overcome those barriers. Successful completion and employment in that occupation is the outcome we are looking for. Most of the training services that staff will be engaged in are traditional occupational training at an educational institution. However, that is not the only training service that is available to Clients.

3. On the Job Training (OJT):

The Board is in the process of establishing a benchmark for On-the-Job-Training (OJT). Staff will need to be familiar with this training as well. This is where a customer lacks certain experience that a company normally demands of its new employees but is willing to take on a client with the aid of an OJT to cover the cost of extraordinary training. The benefit of this approach is that a customer is hired in order to start the training period and two goals have been accomplished

– an individual who gets training and enters employment. Staff will be required to work with businesses directly in order to facilitate this type of training.

Special Projects Proposed

Proposers may wish to present information on any special projects that the proposer believes will be of benefit to workforce customers. Should these special projects require an additional expenditure of funds, the proposer should include an estimate of the additional amount needed. If the proposal requires staff to provide WIOA services in a location other than in a workforce center, the reasoning for that type of proposal needs to be completely explained. The cost of such a project including the overhead involved in not being located in a workforce center should be completely itemized. The inclusion of any special projects in a proposal that is ultimately funded does not commit the NALWDB to fund the special projects. Proposals that involve services provided in a non-workforce center will be graded in the same manner as all other proposals.

National Emergency Grant / TAA Services / Competitive Grants

If National Emergency Grants or TAA Grants are received; the service provider must provide services to those new dislocated workers. If new National Emergency Grants

or TAA Grants are received which require additional staffing to provide services, the service provider and the Fiscal Agent may negotiate a modification to the service provider contract(s) for any additional costs that are required in providing these services. If the NALWDB receives any other grants that include services being delivered in a one-stop environment, than the service provider and NALWDB may negotiate a modification to the existing contract(s) are any additional costs required in providing these services.

Delivery of Services - Information on the One Stop System

The Northern Area Local Workforce Development Board has selected the following locations for New Mexico Works Centers in their workforce area. The NALWDB is also looking at ways to improve the quality and quantity of services available to Clients through centers and reserves the right to move the sub-recipient(s)' staff to other locations or centers as identified by NALWDB. The contract(s) may require the sub-recipient(s) to provide a center manager as well. Currently centers are located in Santa Fe, Taos, Gallup, Farmington and Las Vegas and Sub-One Stop offices are in Raton, Grants, Santa Fe Community College and UNM Gallup. The selected sub-recipient(s) will work with the board to determine the most efficient use of staff to ensure adequate services are provided in each of the centers. Proposals will include an estimation of staffing levels or alternative methods of providing services in each of the center locations. The use of population, employment opportunities, etc. should be used in justifying their proposal for staffing patterns.

IMPORTANTE! Este documento contiene **información importante** sobre sus derechos, responsabilidades y/o beneficios. Es importante que usted entienda la información en este documento. Nosotros le podemos ofrecer la información en el idioma de su preferencia sin costo alguno para usted. Lisa Ortiz (505)986-0363 para pedir asistencia en traducir y entender la información en este documento.

Proposal

This RFP contains a proposal format. This must be followed. All data shown on the outline must be fully explained. The signature page must be completed, signed, and notarized or the proposal will not be accepted for review.

Submitting the proposal will constitute a legal, binding offer for a period of not less than 90 days from the date of the submitting of the proposal.

Proposers must submit one original (so marked, with original signatures) proposal, Four paper copies (for a total of Five response packages) and one (1) electronic copy (in .pdf format via flash drive) to: Lisa Ortiz, 525 Camino De Los Marquez, Suite 250, 1000 Cordova Place, PMB 810 Santa Fe NM 87505.

All proposals must be received in a sealed package by 4:00 pm MST, January 16, 2024. Proposals received after this date and time will not be considered. Proposals

must be marked on the outer packaging with information identifying the sender and the statement: "Proposal for Northern New Mexico WIOA Adult /Dislocated Worker.

Proposals may be mailed via regular mail, express delivery or hand delivered. Because this is a sealed bid process, faxed or emailed proposals are not acceptable.

NALWDB is not liable for any costs incurred by organizations prior to awarding the contract.

The copy marked "Original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. Proposals must reference the Request for Proposals and be sent to the specified address. Container(s) utilized for original documents must be clearly marked ORIGINAL DOCUMENTS. Please note that the address label must appear as specified on the face of each container. Regardless of the reason, proposals received late will not be accepted and will be returned to the sender unopened. If a recipient phone number is required for delivery purposes, (505)986-0363 should be used.

Data contained in the proposal and all documentation provided therein, become the property of the NALWDB. The data and documentation contained therein will not become public information until a contract is approved and signed. If the bidder wishes to have any information withheld from the public after the contract is signed, such information must fall within the definition of proprietary information contained within New Mexico's public record statutes. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes NALWDB to withhold must be submitted in a sealed package, which is separate from the remainder of the bid. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire RFP as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished and other information which if released would give advantage to business competitors and serve no public purpose. Bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, NALWDB is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information. Emphasis should be concentrated on conformance to the Request for Proposals instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

Proposals will be evaluated by members of the Evaluation Committee. This committee will consist of NALWDB Board members and staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee will become public information.

Prior to award, bidders are advised that only the point of contact can clarify issues or render any opinion regarding this Request for Proposals. No individual member of the

NALWDB Board, NALWDB staff, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposals.

Submission of Proposals

Proposal Sequence and Checklist of Documents that must accompany this application:

This page is only for instructions and should not be included as a part of the completed proposal.

1. The cover page (should address the services and area being proposed)
2. The narrative sections (A-H)
3. The Certifications and Signature section (I)
4. In Kind Costs Contributed Forms
5. Budget Information Forms
6. Projected Performance Form
7. Pages from your recent audit report/monitoring reports

All pages must be numbered. The cover page must be page #1. Please check the formatting of the pages containing charts. Each of those pages should fit on a single page. A 12-point font must be used in creating your response.

Your completed proposal must be submitted to the location and within the time limits as shown in the RFP package attached.

Budget Information

Budget forms are provided in section 9 of this RFP. Those forms are to be used to present your proposed budget.

Indirect Rates: Indirect costs are general operating expenses which are necessary for providing the proposed service but are not readily assignable to anyone-cost objective such as postage, telephone, and supply costs. The method for determining the indirect cost rate must be indicated in the budget detail. Those agencies with an approved federal negotiated indirect cost rate may not request indirect costs more than the approved indirect cost rate. A copy of the approved indirect cost rate plan must be provided to NALWDB before the budget is approved. Those agencies without an approved indirect cost rate must demonstrate how the indirect costs are prorated against the general operating expenses of the agency. The rate for indirect costs must be deemed reasonable and in line with the application of indirect cost rate for other programs of the applicant.

Indirect costs and allocated costs can be charged to the contract(s) only if the proposer has an approved indirect cost plan or cost allocation plan included with the budget. The budget should be presented for the period that is shown in the Dates and Deadlines section of this RFP. The Budget Information Forms should be used and must be

completed by detail line items. Multiple pages of these forms may be necessary. If multiple pages are used, please label them appropriately.

Proposers should include costs such as, but not limited to:

Staff Salaries

Staff Fringe Benefits

Staff Travel and Training

Insurance

General Liability (\$_____ per occurrence/\$ _____ Annual
Aggregate)

Blanket Bond (Theft/Employee Dishonesty) (\$_____)

Workers Compensation

Unemployment Insurance

Employee POV Coverage

Contract(s) Management

Profit (if applicable)

Audit

Proposers will need to include the cost associated with provision of direct client support to Adult and Dislocated Worker. This amount is established by NALWDB and targeted amounts will be made available in the budget information. This will include work experience wages, reimbursements for OJT, payment of voucher for approved training and supportive services cost.

Cost not included in proposers' budgets include special projects approved by the NALWDB, the workforce system management, rent, utilities, janitorial services, internet access fees, lawn and grounds maintenance, equipment purchases, equipment maintenance, equipment software, and assessment supplies for One Stop Centers.

An estimate of any in-kind costs that may be provided should be included on the In-Kind Costs Contributed forms.

The actual costs incurred during the performance of the contract(s) will require that the actual costs be distributed among various cost categories or funding streams. That distribution will be based upon the sub-recipient(s)' cost allocation plan or based upon instructions from the WIOA Fiscal Agent.

A. Proposers Contact Information and Description of Organization.
(Page Limit – 5)

The proposer should name a responsible person as the contact person. This individual should be familiar with the capabilities of the proposing organization, knowledge in contracting including financial budgets, and should have the authority to negotiate contractual issues on behalf of the proposer.

1. Include the full name, title, address, telephone numbers, fax numbers, e-mail, addresses, etc.
2. Include a description of the entity type and the principal functions which are performed by the proposer entity.
3. Include an organizational chart showing names and positions.
4. Include data on how long your organization has been in business and how long your organization has been providing services similar to those being proposed.
5. Include a list of references with their contact information, how long you have worked with them and in what capacity.

B. **Prepare a narrative outlining how you will provide the staff to fulfill the required activities in the RFP and provide service at all workforce locations. Please separate your responses into sections according to what your proposal covers. Your response to this section would be separated into the same headings as below. (Page Limit – 20 in total for both sections)**

Adult and Dislocated Worker Career and Training Services

- Describe in detail how you would place staff to increase the efficiency of the delivery of services.
- Describe your philosophy on a customer centered approach to services.
- Describe how you plan to deliver each of the services.
- Describe how you will deliver the services in the context of the One Stop System and Integrated/Functional Systems, including the management of the non-comprehensive centers.
- Describe how staff will work with One Stop Partner staff to achieve an integrated system where customer service and performance are high priorities.
- Describe your organizational philosophy on community involvement of service delivery staff with local organizations, agencies, schools, Chambers of Commerce, etc. and participation of staff on boards and committees throughout the region.

- Include a description of any special projects that the proposer feels would be of benefit to workforce Clients.
- Include a description of the specific challenges that the general population and WIOA eligible adults and dislocated workers face in maintaining self-sufficiency in today's economy and workforce.
- Include a description of your perceived role in providing services to dislocated workers who are receiving services through National Emergency Grant or Trade Adjustment Assistance.
- Describe how you would implement and manage the provision of On-the-Job training in the area
- Describe your approach to helping the Board meet and exceed its negotiated performance levels, including the state mandated 40% expenditure level for training activities.

B. Qualifications of Staff. (Page Limit – 8)

1. Describe the qualifications for staffing that will be providing services to the Clients.
2. If staff has already been selected for this project, provide names and prior experience of each staff.

C. Program and Performance Measures. (Page Limit – 12)

1. Prepare a narrative relating your understanding of each of the performance measures.
2. Explain fully the steps you will take to assist the Northern Area Local Workforce Development Board in meeting the negotiated state performance measures. Describe the processes you will utilize to ensure that you meet the required performance negotiated in the contract. Complete Projected Performance Form.

D. Previous Experience. (Page Limit – 7)

1. Describe your previous/current experience in delivering similar programs or services.
2. Provide data that will show the demonstrated effectiveness of those programs or services. This should include financial as well as programmatic demonstrated effectiveness.
3. Describe past experience with service integration, functional supervision, information sharing, joint case management of mutual clients, cross training of staff.
4. Describe past description in the development of Individual Employment Plans (or similar terminology) for programs similar to WIOA. Include the entity name, contact person, and telephone number of references.

E. Monitoring and Self-Evaluation. (Page Limit – 2)

1. Describe the monitoring and self-evaluation procedures that will be followed. This should include the processes, the activities that will be

monitored, who is responsible for the monitoring, and procedures by which deficiencies noted are corrected.

2. Include a description of the self-evaluation procedures that will be followed for analyzing expenditures versus budget or other measurements.
3. Include a description of your audit plan.
4. Include a copy of the auditor's opinion page from your most recent audit. If there were questioned costs or audit findings, include a copy of the pages which describe those questioned costs and/or findings. (Audit not included in page limitation)

- G. **Budgets.** (Page Limit – 3 (Budget forms not included in page limit)) Present a program budget by line item using the Budget Information Forms. Proposers should refer to the Budget Information section of the RFP for additional information regarding budget content. It will be necessary to complete a separate Budget Information Forms and In Kind Contributions Form.

If the proposer wishes to make comments regarding the budgets, the proposer should prepare a narrative to include those comments.

- H. **Present a Statement of Administrative Ability.** (Page Limit – 2)

1. Include a statement explaining the systems that you have in place and how they will provide the administrative support that is necessary to carry out their tasks.
2. Include a description of financial systems and include a narrative describing your cost allocation plan.
3. Describe systems that are in place to prevent over obligations of funds.
4. Describe procedures that are in place to insure proper charging of costs to cost categories, grants and contract(s), and other cost objectives.

- I. **Certifications and Signature**

Certificate Regarding Drug Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305, Section 98.20 and Subpart F, as amended in Volume 60 of the Federal Register on June 26, 1995 at 20 CFR Section 98.600.

The Proposer certifies that it will continue to provide a drug-free workplace and that it is and will continue to be in compliance with the Drug-Free Workplace Act.

Certificate Regarding Conflict of Interest

The Northern Area Local Workforce Development Board maintains a written code of conduct that governs the performance of its members, the employees, and agents engaged in the award and administration of contracts.

The proposer certifies that it is either not aware of any potential conflicts of interest between itself and the Northern Area Local Workforce Development Board or that if there is a potential conflict of interest between itself and the Northern Area Local Workforce Development Board, the proposer shall declare this potential conflict of interest below:

Certificate Regarding Debarment

The proposer certifies that it and its principles: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract(s) under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (3) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in this paragraph; and (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Certificate Regarding Lobbying

The proposer certifies that no funds have been paid or will be paid by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract(s), the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any Federal contract(s), grant, loan, or cooperative agreement. The proposer certifies that it is aware that a Certificate Regarding Lobbying, Certification for Contracts, Grant, Loans, and Cooperative Agreements will be included in the contract(s) that will be awarded through this proposal.

Certificate Regarding Compliance with Federal Laws

The proposer certifies that it is an Equal Opportunity Employer and is in compliance with 29 C.F.R. §38.25 in addition to Section 188 of the Workforce Innovation and Opportunity Act, the Americans with Disabilities Act, the 1964 Civil Rights Act, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973 (as amended), the Age Discrimination Act of 1975, and Executive Orders 11246 and 11375. The proposer certifies that it will provide guidelines for client grievance procedures.

Certification of Intent to Participate in the One Stop Delivery System

The proposer certifies that it, if selected for a contract(s) through this proposal,

agrees to support the WIOA One Stop concept and agrees to establish a cooperative and mutually beneficial relationship between the One Stop Partners to participate in the planning and implementation of individual and mutual duties, obligations, and responsibilities under the Workforce Innovation and Opportunity Act. The proposer certifies that it will participate in the local integration plan and will fully participate in the integrated and functional delivery of services that have been approved by the Workforce Development Board.

Certification of Indemnification

The proposer certifies that it is aware that an indemnification clause will be included in the contract(s) that is awarded as a result of this proposal. The proposer certifies that it is aware that the indemnification clause will state that the proposer (contract(s)or) shall indemnify and hold harmless the Northern Area Local Workforce Development Board, the Northern Area Local Workforce Development Board officers, agents, and employees and the Northern WIOA Consortium of Chief Elected Officials from liability of any nature and kind, including costs, expenses, and attorney fees, for or on account of any actions, claims, suits, and damages of any character whatsoever arising out of any negligent act or omission of the proposer (contract(s)or) or any of its employees, agents, volunteers, sub-recipient(s), or representatives.

Certificate Regarding Cost

The proposer certifies that to the best of its knowledge and belief, the cost data submitted is accurate, complete, and current at the time this proposal is submitted.

Certificate Regarding Transitioned Clients

The proposer certifies that it will honor the original plan of service to all clients that are being transitioned from a previous service provider. Clients that are “transitioned” are those eligible, adults and dislocated workers that are receiving WIOA services and have been registered as a WIOA client prior to the effective date of the contract(s) arising from this RFP. The proposer certifies that services to those transitioned clients will not be interrupted.

Attachments

Certificate Regarding RFP Content

The proposer certifies that it has read all the information presented in the RFP. The proposer certifies that it understands that the contract(s) that will arise from this RFP will have the conditions, stipulations, and requirements that are stated in the RFP and that the contract(s) will have other legal provisions that are standard and customary contract(s) provisions, but which are not specifically shown in this RFP.

The proposer (proposer's representative) being duly sworn upon oath, deposes and says:

- That I executed the accompanying proposal on behalf of the Proposer, and that I had the lawful authority to do so.
- That the prices in this proposal have been arrived at independently.
- That the Proposer has not directly or indirectly entered into any agreement, express or implied, with any other actual potential proposer or Proposers having for its objective the controlling of the amounts of proposals, or the limiting of the number of proposals or proposers.
- That the Proposer has not paid, given, or donated or promised to pay, give or donate to the NALWDB or any officer or employee of the NALWDB any money or other thing of value, including any special consideration, either directly or indirectly, in seeking to procure this contract(s).
- That, unless otherwise required by law, the prices quoted in this proposal have not been and will not be knowingly disclosed by Proposer until after proposals are opened.
- I understand that this proposal represents a legal offer to provide the services herein described, at the prices stated herein. This proposal is binding for a period of 60 days from the date submitted.
- That, by signing and submitting this proposal, the proposer agrees to each of the certifications contained in this proposal.

Signature of Proposers Representative

Typed Name and Title

Name of Proposer

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public
SEAL

My Commission Expires ___/___/

Estimated In-Kind Costs Contributed

Proposer Name: _____

Budget For Period: Date

Detail Of In Kind Cost Item	Basis For Determining The Amount	Amount
Total of All In Kind Costs		

Proposed Budget – WIOA Title I Services
 (Need a separate budget for Adult/Dislocated Worker)

Proposed Budget Date-Date

	Cost	% of Total
Program Management:		
Profit:		
Total Proposed Cost Reimbursement Budget:		100%

Direct costs are those costs associated with staff providing direct client services and housed in a workforce center.

Program Management is the costs associated with the corporate overhead cost in administering the contract(s). These costs would typically include the cost of required insurances, audit, a portion of space rental, communications needs, utilities, accounting functions and other necessary administrative costs. The proposed cost should be documented and explained in the budget narrative. The bidder would need to detail how cost would be shared and distributed to the locations in the area they propose to serve. If the organization has an approved indirect rate, then their proposed indirect cost would be shown on this line.

Staffing Costs – WIOA Title 1 Services

Salaries: Include all positions, which will be charged to the contract(s) award. Record the number of people who will fill the position, the position’s gross monthly salary, its time distribution to WIOA by cost category, and the number of months the position will be filled. “Program total” is a sum of these factors.

Direct Programmatic Costs:

Leveraged from other Programs/Resources:

# of Positions	Title * (must be described below)	Gross Monthly Salary (\$)	% of Time	# of Months	WIOA Total Cost (\$)	Other Program Name	Salary %	Other Program Total	Both: WIOA and Other Program(s) Total (\$)

Projected Performance – Adult and Dislocated Worker Services

Period of Performance: Date-Date				
	Ending	Ending	Ending	Ending
Projected <i>Cumulative</i> Client Service Levels				
Clients Receiving a Skill Development				
Clients Receiving Occupational Training				
Clients Completing Training and Receiving a Credential				
Clients Entering On-the-Job Training				
Clients Entering a Registered Apprenticeship				
Clients Enrolled in STEM Related Training				
Clients Entering a Transitional Job				
Percentage of WIOA Clients Employed after Receiving Services				
Customer Satisfaction Rate				
Training Expenditure Rate > 40%				

Selection Process

The proposal criteria provide a guideline for proposers and reviewers; however, the final decision for contract award rests solely with the Board. The Board is not required to contract with the entity receiving the highest score as a result of the proposal review process. Proposals that do not meet minimum standards will be considered nonresponsive. Proposers that meet the minimum standards may be asked to make an oral presentation and answer questions about their proposal.

Minimum standards

The proposal and required copies must be received by January 16, 2024 at 4:00 pm, via U.S. mail, express mail, or hand-delivery.

1. Proposals must meet the proposal requirements contained in Section II. B. Proposal Narrative Requirements.
2. Proposers must be eligible bidders as described in Paragraph C. Eligible Bidders above.
3. The proposer's authorized signatory authority must sign the proposal and all signature forms contained therein.
4. Proposers who intend to use established sub-recipient(s) to provide services must include original certifications from each sub-recipient attesting to their agreement to all terms of the proposal and any resulting contract.

The primary consideration in selecting agencies or organizations shall be the effectiveness of the agency or organization in delivering comparable or related services based on demonstrated performance. This determination shall be in writing and take into consideration such matters as whether the organization has:

1. The ability to meet the program design specifications at a reasonable cost, as well as the ability to meet performance goals;
2. Adequate financial resources or the ability to obtain them;
3. A satisfactory record of past performance (in job training, basic skills training, Adult, Dislocated Workers including demonstrated quality of training and reasonable dropout rates);
4. The ability to provide, or arrange for, appropriate supportive services as specified in the individual employment plan;
5. The ability to provide services that can lead to the achievement of competency standards for participants with identified deficiencies;

6. A satisfactory record of integrity, business ethics, and fiscal accountability;
7. The necessary organization, experience, accounting, and operation controls; and
8. The technical skills to perform the work.

The Proposal Evaluation Committee will meet to discuss the proposals and develop recommendations. The Proposal Evaluation Committee may request additional information from any proposer prior to selecting the winning sub-recipient. The top finalists may be invited to make a 20 - 30-minute presentation followed by an opportunity to respond to follow-up questions by Committee members.

Upon conclusion of the review process, the Proposal Evaluation Committee will authorize staff and the fiscal agent to enter negotiations. The Board has empowered the RFP/Evaluation Committee to make such a decision.

Limitations

1. The Board is not liable for any cost associated with responding to this RFP and will not authorize such costs as part of the contract with the selected organization.
2. The Board reserves the right to accept or reject any or all proposal received, to cancel or reissue this RFP in part, or its entirety.
3. The Board reserves the right to award a contract for any items/services solicited via this RFP in any quantity the Board determines is in its best interest.
4. The Board reserves the right to correct any error(s) and/or make changes to this solicitation as it deems necessary.
5. The Board reserves the right to negotiate the final terms of any and all contracts or agreements with proposers selected and any such terms negotiated as a result of this RFP may be renegotiated and/or amended in order to successfully meet the needs of the workforce area.
6. The Board reserves the right to contact any individual, agency, employer or grantees listed in the proposal, to contact others who may have experience and/or knowledge of the proposer's relevant performance and/or qualifications; and to request additional information from any and all proposers.

7. The Board reserves the right to conduct an on-site review of records, systems, procedures, including credit and criminal background checks, etc. of any entity selected for funding. This may occur either before or after the award of a contract or agreement. Misrepresentation of the proposer's ability to perform as stated in the proposal may result in cancellation of any contract or agreement awarded.
8. The Board reserves the right to withdraw or reduce the amount of an award or to cancel any contract or agreement resulting from this procurement if adequate funding is not received from the U.S. Department of Labor via the Northern Area Local Workforce Development Board Office or other funding sources or due to legislative changes.
9. Proposers shall not under penalty of law, offer or provide any gratuities, favors, or anything of monetary value to any officer, member, employee, or agent of the Board for the purpose of having an influencing effect toward their own proposal or any other proposal submitted hereunder.
10. No employee, officer, or agent of the Board shall participate in the selection, award or administration of a contract supported by WIOA funds, if a conflict of interest, or potential conflict, would be involved.
11. Proposers shall not engage in any activity that will restrict or eliminate competition. Violation of this provision may cause a proposer's bid to be rejected.

This does not preclude partnerships or subcontracts.

12. All proposals submitted must be an original work product of the proposers. The copying, paraphrasing or otherwise using substantial portions of the work product from other entities and submitted hereunder as original work of the proposer is not permitted. Failure to adhere to this instruction may cause the proposal to be disqualified and rejected.
13. The contents of a successful proposal may become a contractual obligation if selected for award of a contract. Failure of the proposer to accept this obligation may result in cancellation of the award. No plea of error or mistake shall be available to successful proposer as a basis for release of proposed

14. Services at the stated price/cost. Any damages accruing to the Board as a result of a proposer's failure to contract may be recovered from the proposer.
15. A contract with the selected proposer may be withheld, at the Board's sole discretion, if issues of contract or questions of non-compliance, or questioned/disallowed costs exist, until such issues are satisfactorily resolved. The Board may withdraw award of a contract if the resolution is not satisfactory to the Board.

Right to File Grievance

Any organization making application under this RFP has the right to file a grievance. A bidder may file a protest in writing, with the NALWDB Executive Director, who will then have 7 working days in which to reach an informal resolution of the protest.

Lisa Ortiz, Executive Director
Northern Area Local Workforce Development Board
525 Camino de Los Marquez, Suite 250
1000 Cordova Place, PMB 810
Santa Fe, NM 87505
procurementofficer@nalwdb.org
(505)986-0363

Should the protest not be resolved within 7 days, the bidder may submit in writing a protest to the NALWDB Executive Committee. The Executive Committee will then have 2 days to reach a decision. No further appeals will be allowed.

NALWDB office and/or USDOL shall review a complaint or protest regarding sub-recipient selection procedures only if the complainant furnished evidence that:

1. All administrative remedies of the NALWDB Executive Director and the Executive Committee have been exhausted;
2. The complaint involves a violation of federal law or regulation (federal jurisdiction); a violation of State law or regulation (State jurisdiction); or a violation of the New Mexico Workforce Area protest procedures.

Evaluation

Proposals received subsequent to the deadline will not be reviewed and considered for funding. The signature page must be complete, signed, and notarized or the proposal will not be considered.

A proposal must receive at least 150 points to be considered for a contract. This does not mean that a proposal receiving a score of 150 points or higher will automatically receive a contract. Considerations will be given to the entire evaluation process in order to maximize the benefit to the businesses, jobseekers and Adult and Dislocated Worker that make up our customer base. A proposal receiving less than 150 points will be considered to be unacceptable. The total maximum points that can be awarded are 200. The following criteria will be used to evaluate all proposals. The evaluators will award some, all, or none of the points that are shown for each evaluation item.

Evaluation Score Sheet

1. Overview 25 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 30 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 youth, 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.

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 40 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 that are interested in and capable of training in in-demand occupations.

Describe creative, innovative and successful methods to ensure communication with program participants after exit.

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 30 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 youth 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 youth, 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 program
- Industry Associations
- Labor CBOs, particularly those that address the needs of WIOA and NALWDB 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
- 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 B.

5. Performance Measurement 25 points

Contracted providers will be responsible for providing client and program data under policies and guidelines established by WIOA, the NALWDB, the State of New Mexico and the federal government. 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 the NALWDB staff and committees.
- Prepare monthly financial and training expenditure reports, along with supporting documentation as required by the NALWDB.

Northern Area Local Workforce Development Board
Program Year 2023

Application Form

On behalf of: _____ Bidder Organization

Street Address

Mailing Address

City State Zip
Code _____

Proposed Service

I am submitting the attached proposal for the delivery of Program Year 2023 services funded under the Workforce Innovation and Opportunity Act of 2014, PL 113-128 and its accompanying regulations, and I certify that I am authorized by the bidder to bind them to this proposal.

I certify that the contents of the application are truthful and accurate and the above named bidder agrees to comply with the policies stated in this application; and that this application represents a firm request subject only to mutually agreeable negotiations; and that the above named bidder is in agreement that the Northern Area Local Workforce Development Board reserves the right to accept or reject any proposal for funding; and that the above-named bidder has not been debarred or suspended from receiving federal grants, contracts, or assistance and that the above-named bidder waives any right to claims against the Chief Elected Officials (CEO), members and staff of the Northern Area Local Workforce Development Board, Inc.

I understand that the Northern Area Local Workforce Development Board or the CEO has no obligation to fund this proposal and that no obligation will exist until a contract has been negotiated and entered. Upon issuance of a contract, I certify I will carry out the goals of the program according to the terms and conditions set forth in the contract and modifications thereto, including the Project Design and the Budget. I further certify that agency officials listed below are authorized to negotiate a binding contract for the bidder and will be available during proposal evaluation.

Name _____ Title _____

Address _____ City _____ State _____ Zip _____

Phone _____ email _____

Signature _____

Certification Regarding Lobbying

Certification for Contracts, Grants, Loans, And Cooperative Agreements

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

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

If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an Officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

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

Name of Grantee or Sub-recipient

WIOA Title I
Program/Title

Typed name of Certifying Official

Signature

Date

Certification Regarding Drug-Free Workplace Requirements

This certification is required by the regulations implementing the Drug-Free Workplace Act of 1988, 29 CFR Part 98, Section 98.305.320 and Subpart F.

The grantee certifies that it will or will continue to provide a drug-free workplace by:

Publishing a policy statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition.

Establishing a drug-free awareness program to inform employees about:

The dangers of drug abuse in the workplace;
The grantee's policy of maintaining a drug-free workplace;
Any available drug counseling, rehabilitation, and employee assistance programs; and
The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph A.

Notifying all employees that, as a condition of employment under the grant, the employee will:

Abide by the terms of the statement; and
Notify the employer in writing of his or her conviction for a violation of a criminal drug statute for a violation occurring in the workplace no later than five days after such conviction.

Notifying the agency within ten days after receiving notice under paragraph D.2. with respect to any employee or otherwise receiving actual notice of such conviction. Employers of convicted employees provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working. The Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant.

Taking one of the following actions, within days of receiving notice under paragraph D.2., with respect to any employee who is so convicted

Taking appropriate personnel action against such an employee, up to and including termination consistent with the requirement of the Rehabilitation Act of 1973, as amended; or

Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs (A), (B), (C), (D), (E), and (F).

Signature _____

Date _____

Typed Name and Title of Authorized Representative

Certificate Regarding Conflict of Interest

By signing and submitting this Certificate Regarding Conflict of Interest the undersigned covenants that no officers, members, or employees of its governing board have any interest, and that none shall acquire any interest, direct or indirect, that would conflict with full and complete execution of this contract. Sub-recipient further covenants that in the performance of this contract, no person having any such interest will be employed. [WIOA Section 107 (h)]

No employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in the firm selected for an award. The officers, employees, and agents of the recipient shall neither solicit no accept gratuities, favors or anything of monetary value from sub-recipients, or parties to sub agreements.

Signature

Date

Typed Name and Title of Authorized Representative

Certification Regarding Debarment, Suspension, And Other Responsibility Matters Primary Covered Transactions

Applicant Organization _____

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

The prospective primary participant, (i.e., grantee) certifies to the best of its knowledge and belief, that it and its principals:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency.

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in these certifications, such prospective participant shall attach an explanation to this proposal.

Signature

Date

Typed name and Title of Authorized Representative

Certification of Bidder

_____, of lawful age, being first duly sworn, on oath says: **1.** (S)he is the duly authorized agent of _____ the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offers and between offerors and state officials and employees, federal officials and employees, Northern Area Local Workforce Development Board members and employees, local elected officials and employees, as well as facts pertaining to the giving or offering of things of value to any of the afore mentioned parties in return for special consideration in the letting of any contract pursuant to the offer to which this statement is attached; **2.** (S) He is fully aware of the facts and circumstance surrounding the making of the offer to which this statement is attached and has been personally directly involved in the proceedings leading to the submission of such bid; and **3.** Neither the offeror nor anyone subject to the offeror's direction or control has been a party: **a)** to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, **b)** to any collusion with any state official or employee, federal official or employee, Northern Area Local Workforce Development Board member or employee, local elected official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor **c)** in any discussions between offerors and any state official, federal official, Board member, local elected official concerning exchange of money or other thing(s) of value for special consideration in the letting of the contract.

Signature

Date

Typed Name and Title of Authorized Representative