



REQUEST FOR PROPOSALS (RFP)

One-Stop Operator for the Northern Area Local Workforce
Development Board

RFP# 2020-008

Release Date: April 20, 2020

Due Date: June 19, 2020

NALWDB
One Stop Operator RFP

INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposals (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of the One Stop-Operator for the Workforce Connection of Northern New Mexico Board (“NALWDB”, Agency”), as described in the Federal Workforce Innovation and Opportunity Act (WIOA). NALWDB is seeking an entity to be responsible for the one-stop leadership, coordination, and management of the Northern region's workforce centers consistent with federal law and State regulations. The One-Stop Operator will assist the NALWDB in building and supporting a fully functional and integrated one-stop workforce system by facilitating and identifying opportunities and challenges to be addressed at the local level to ensure high quality service delivery; working with all required partners to coordinate effective strategies and systems necessary to build and sustain a cohesive, seamless service delivery model; engaging and participating with partners in planning, goal setting, and implementing actions and activities necessary to ensure a non-duplicative workforce system; and to enhance access to services and improve long-term employment outcomes for individuals seeking employment assistance.

B. BACKGROUND INFORMATION

On July 22, 2014, President Obama signed the Workforce Innovation and Opportunity Act (WIOA) (Pub. L. 113-128), a comprehensive law that reforms and modernizes the public workforce system. WIOA provides resources, services, and leadership tools for the workforce system to help individuals find good jobs and stay employed and improves employer prospects for success in the global marketplace. It ensures that the workforce system operates as a comprehensive, integrated and streamlined system to provide pathways to prosperity for those it serves and continuously improves the quality and performance of its services.

The Governor has designated local “Workforce Investment Areas that have established local Workforce Development Boards.” Customers will benefit from a “Workforce Service“ delivery system, with career centers located in the Northern Area, where they can be referred directly to job search assistance, and access career training and employment services necessary for employment or other aspects of job placement, employment retention, and/or increased wages.

WIOA authorizes the NALWDB to deliver a broad array of integrated services to individuals seeking jobs and skills training, as well as employers seeking skilled workers, by improving the workforce system, and more closely aligning it with regional economies. WIOA defines the required activities authorized for One-Stop Operators.

Bidders are encouraged to read the Act in order to fully understand the scope of authorized activities (<https://www.doleta.gov/WIOA/>) In general, these activities

are:

- To establish a one-stop delivery system described in section 121(e);
- 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;
- To provide training services described in Section 134(c)(3) to adults and dislocated workers, respectively, described in such paragraph;
- To establish and develop relationships and networks with large and small employers and their intermediaries; and
- To develop, convene, or implement industry or sector partnerships.

WIOA requires standards for success be established for organizations that provide job search services and outlines a system for determining their initial eligibility to receive funds. It establishes the funding mechanism for States and Local Areas, specifies participant eligibility criteria, and authorizes a broad array of services for youth, adults, and dislocated workers, as well as employers. It also authorizes certain statewide activities and a system of accountability to ensure that customer needs are met.

The area served by the NALWDB includes the counties of Bernalillo, Sandoval, Tarrant, and Valencia, and includes 60 staff and partners who serve approximately 500-750 job seekers weekly. The NALWDB is appointed in part by the Chief Elected Officials (CEOs) of these four counties and their municipalities. NALWDB operates one comprehensive one-stop center, three affiliate sites and three sites in partnership with Northern New Mexico Community College. New Mexico is served by a State Workforce Development Board, and by four local workforce development boards, with the NALWDB as one of the four.

C. SCOPE OF PROCUREMENT

The Contractor shall serve as the One-Stop Operator for the NALWDB for the period from July 1, 2020 through June 30, 2021 with the option to extend for three successive one-year terms.

Eligible Proposer(s)

An entity (public, private, or nonprofit), or consortium of entities (including a consortium of entities that, at a minimum, includes three (3) or more of the One-Stop partners described in subsection (b)(1), of demonstrated effectiveness, located in the local area, which may include:

- i. An institution of higher education;
- ii. An employment service State agency established under the Wagner-Peyser

- Act on behalf of the local office of the agency;
- iii. A community-based organization, nonprofit organization, or intermediary;
 - iv. A private-for-profit entity
 - v. A government agency;
 - vi. Another interested organization or entity, which may include a local chamber of commerce or other business organization, or a labor organization are eligible to bid on this RFP.

In order for offers to be considered responsive, vendors must have at least two (2) years of documented, successful experience in providing skills-based workforce development services to adults, dislocated workers, and/or special population, as well as providing services to employers. A vendor providing integrated career online high school services must be an accredited online school, with at least two (2) years of experience in providing online education.

A vendor's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and the proposal will be rejected.

D. PROCUREMENT MANAGER

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

Name:

Dr. LeAnne Salazar Montoya
Northern Area Local Workforce Development Board
1000 Cordova Place, PMB 810
Santa Fe, NM 87505

(505) 986-0363

(505) 986-0374

ProcurementOfficer@nalwdb.org

2. All deliveries of responses via email to procurementofficer@nalwdb.org

E. Any inquiries or requests regarding this procurement should be submitted, in writing, to the Procurement Manager. Offerors may contact ONLY the Procurement Manager regarding this procurement. **Protests of the solicitation or award must be delivered by mail to the Protest Manager.** As A Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. Emailed protests will not be considered as properly submitted nor will protests delivered to the

Procurement Manager be considered properly submitted.

DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

“IT” means Information Technology.

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

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

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

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

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

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

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

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

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

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

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

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

only for the purposes of evaluation.

“Written” means typewritten on standard 8 1/2 x 11-inch paper. Larger paper is permissible for charts, spreadsheets, etc.

F. PROCUREMENT LIBRARY

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

Procurement Regulations and Request for Proposal - RFP instructions are on the internet at: <https://www.dws.state.nm.us/Business/Procurement/Active-Bids-and-Proposals>

Workforce Innovation & Opportunity Act (WIOA) New Mexico Combined State Plan for Program Years 2016- 2019: <https://www.dws.state.nm.us/Portals/O/New Mexico WIOA Combined State Plan 2016-2019.pdf>

Workforce Innovation & Opportunity Act (WIOA):
[https:// www.doleta.gov/](https://www.doleta.gov/)

II. CONDITIONS GOVERNING THE PROCUREMENT

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

A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	NMDWS	April 20, 2020
2. Distribution List	Agency	April 20, 2020
3. Pre-Proposal Conference	NA	NA
4. Deadline to submit Questions	Potential Offerors	May 11, 2020
5. Response to Written Questions	Procurement Manager	May 15, 2020
6. Submission of Proposal	Potential Offerors	June 19, 2020

7. Proposal Evaluation	Evaluation Committee	May 25, 2020
8. Selection of Finalists	Evaluation Committee	May 25, 2020
9. Best and Final Offers	Finalist Offerors	May 25, 2020
10. Oral Presentation(s)	Finalist Offerors	May 26, 2020
11. Finalize Contractual Agreements	Agency/Finalist Offerors	June 1, 2020
12. Contract Awards	Agency / Finalist Offerors	June 1, 2020
13. Protest Deadline	State Purchasing Division SPD	June 16, 2020

B. EXPLANATION OF EVENTS

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

1. Issuance of RFP

This RFP is being issued on behalf of the NALWDB on Monday April 20, 2020.

2. Acknowledgement of Receipt

Potential Offerors should email or certified mail the “Acknowledgement of Receipt of Request for Proposals Form “that accompanies this document, APPENDIX A, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement Manager by 3:00 pm MDT on April 30, 2020 via email to procurementofficer@nalwdb.org .

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

3. Pre-Proposal Conference

A pre-proposal conference will not be held under this RFP.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until May 11, 2020 at 3:00pm Mountain Daylight

Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in Section I, Paragraph D. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to written questions will be distributed and posted to our website as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offerors that provide Acknowledgement of Receipt Forms described in 11.B.2 before the deadline.

6. Submission of Proposal

ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN DAYLIGHT TIME ON May 20, 2020. Proposals received after this deadline will not be accepted. The date and time of receipt will be recorded on each proposal.

Proposals must be emailed to procurementofficer@nalwdb.org delivered to the Procurement Manager RFP # 2020-008.

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

7. Proposal Evaluation

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

8. Selection of Finalists

The Evaluation Committee will select, and the Procurement Manager will notify the finalist Offerors as per schedule Section 11. A., Sequence of Events or as soon as possible. A schedule for the oral presentation and demonstration will be determined

at this time.

9. Best and Final Offers

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

10. Oral Presentations

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

11. Finalize Contractual Agreements

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

12. Contract Awards

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

The contract shall be awarded to the Offeror whose proposals are most advantageous to the State of New Mexico and NALWDB, taking into consideration the evaluation factors set forth in this RFP. The most advantageous proposal may or may not have received the most points. The award is subject to appropriate Department and State approval.

13. Protest Deadline

Any protest by an Offeror must be timely and in conformance with NMSA 1978, § 13-1-172 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to NMSA 1978, § 13-1-172. ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The fifteen 15 calendar day protest period shall begin on the day

following the award of contracts and will end at 5:00 pm Mountain Daylight Time on the 15th day. Protests must be written and must include the name and address of the protester

and the request for proposal number. It must also contain a statement of the grounds for protest including appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be delivered to:

Lisa Ortiz
525 Camino de Los Marquez, Suite 250
Santa Fe, NM 87505
Telephone: 505-988-0363
Fax: 505-986-0374
Email: procurementofficer@nalwdb.org

Protests received after the deadline will not be accepted.

C. GENERAL REQUIREMENTS

I. Acceptance of Conditions Governing the Procurement

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

2. Incurring Cost

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

3. Prime Contractor Responsibility

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

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly

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

5. Amended Proposals

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

6. Offeror's Rights to Withdraw Proposal

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

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

7. Proposal Offer Firm

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

8. Disclosure of Proposal Contents

- A. Proposals will be kept confidential until negotiations and the award are completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be open to the public, except for material that is clearly marked proprietary or confidential. The Procurement Manager will not disclose or make public any pages of a proposal on which the potential Offeror has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:
- B. Proprietary or confidential data shall be readily separable from the proposal in order to facilitate eventual public inspection of the non-confidential portion of the proposal.
- C. Confidential data is restricted to:
 - I. confidential financial information concerning the Offeror's organization;
 2. and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, NMSA 1978 § 57-3A-1 to 57-3A-7.

3. PLEASE NOTE: The price of products offered, or the cost of services proposed **shall not be designated** as proprietary or confidential information.

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

9. No Obligation

This RFP in no manner obligates the NALWDB any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

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

11. Sufficient Appropriation

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

12. Legal Review

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

13. Governing Law

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

14. Basis for Proposal

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

15. Contract Terms and Conditions

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

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

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

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

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

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. Please see Section 11.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is,

the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

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

19. Right to Waive Minor Irregularities

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

20. Change in Contractor Representatives

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

21. Notice of Penalties

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

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror (s) proposal.

23. Right to Publish

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

24. Ownership of Proposals

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

25. Confidentiality

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

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

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e--mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.8.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern.

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.
- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly

financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information <http://www.insurenwexico.state.nm.us/>.

- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form, APPENDIX 8, as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. Failure to complete and return the signed unaltered form will result in disqualification.

30. Letter of Transmittal

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

1. Identify the submitting business entity.
2. Identify the name, title, telephone, and e-mail address of the person authorized by the Offeror organization to contractually obligate the business entity providing the Offer.
3. Identify the name, title, telephone, and e-mail address of the person authorized to negotiate the contract on behalf of the organization (if different than (2) above).
4. Identify the names, titles, telephone, and e-mail addresses of persons to be contacted for clarification/questions regarding proposal content.
5. Identify sub-contractors (if any) anticipated to be utilized in the performance of any resultant contract award.
6. Describe the relationship with any other entity which will be used in the performance of this awarded contract.
7. Identify the following with a check mark and signature where required:
 - a. **Explicitly** indicate acceptance of the Conditions Governing the Procurement stated in Section 11. C.I;
 - b. **Explicitly** indicate acceptance of Section V of this RFP; and
 - c. Acknowledge receipt of any and all amendments to this RFP.
8. Be signed by the person identified in part 2 above.

31. Pay Equity Reporting Requirements

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

32. Disclosure Regarding Responsibility

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

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

document. The knowledge and information of a Contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

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

33. New Mexico Preferences

This RFP includes the use of federal funds. Therefore, the New Mexico Preferences will not apply because the expenditures for this RFP include federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

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

B. NUMBER OF COPIES

1. Hard Copy Responses

Offeror's proposal must be clearly labeled and numbered and indexed as outlined in **Section 111.C. Proposal Format**. Proposals must be submitted as outlined below. The original copy shall be clearly marked as such on the front of the binder. Each portion of the proposal (technical /cost) must be submitted in separate binders and must be prominently displayed on the front cover. Envelopes, packages or boxes containing the original and the copies must be clearly labeled and submitted in a sealed envelope, package, or box bearing the following information:

Offerors should deliver:

1. **Technical Proposals** - One (1) ORIGINAL, and five (5) HARD COPIES. ORIGINAL and one (1) electronic copy of the proposal containing ONLY the Technical Proposal;

ORIGINAL COPY shall be in separate labeled binders. The electronic version/copy can NOT be emailed, it must accompany the original.

, Proposals containing confidential information **must** be submitted as two separate binders:

- **Unredacted** version for evaluation purposes
- **Redacted** version (information blacked out and not omitted or removed) for the public file

2. **Cost Proposals** - One (1) ORIGINAL, five (5) HARD COPIES, and one (1) electronic copy of the proposal containing ONLY the Cost Proposal; ORIGINAL and COPY of Cost Proposal shall be in separate labeled binders from the Technical Proposals. **The electronic copy can NOT be emailed, it must accompany the original.**

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

C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

Organization of folders/envelopes for hard copy proposals:

1. Proposal Content and Organization

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

Technical Proposal (Binder 1):

- A. Signed Letter of Transmittal
- B. Table of Contents
- C. Proposal Summary (Optional)
- D. Response to Contract Terms and Conditions
- E. Offeror's Additional Terms and Conditions
- F. Response to Specifications (**except cost information which shall be included in Cost Proposal/Binder 2 only**)
 1. Organizational Experience
 2. Organizational References

3. Financial Stability - Financial information considered confidential should be placed in the **Confidential Information** binder.
 4. Performance Surety Bond
 5. Signed Campaign Contribution Form
 6. New Mexico Preferences (If applicable)
- G. Other Supporting Material (If applicable)

Cost Proposal (Binder 2):

1. Completed Cost Response Form

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

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

IV. SPECIFICATIONS

A. Detailed Scope of Work:

The operator selected under this RFP will be part of a fully coordinated and integrated workforce development strategy. The NALWDB has a wealth of community-based organizations, social service agencies, and education and training providers that offer employment services to a diverse population. NALWDB envisions a network of career services providers that will mutually support the needs of customers while reducing replication of services in the area.

A successful bidder will serve all persons requesting assistance, including recipients of public assistance, other low-income individuals, veterans, individuals who are basic skills-deficient and individuals with disabilities. A successful bidder will create, collect, and maintain all records relating to One-Stop Center 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 NALWDB's attainment of the local levels of performance negotiated with the Governor of New Mexico and the City of Albuquerque. A successful bidder will be required to provide support for WIOA service providers and co-located and non-co-located partners to meet or exceed NALWDB goals.

NALWDB is seeking applicants who share this vision of providing high-quality career services in the Northern Workforce Region to meet the following priorities in three functional areas: (1) commitment to excellent customer service, (2) innovation and effective

service design, and (3) the ability to operate with integrated management systems and high quality staffing.

Applicants are required to address their expertise and knowledge of these three functional areas, along with detailed descriptions of strategies that will be used to implement and evaluate effectiveness:

Excellent customer service to job seekers, workers and businesses and the partnerships that support them available in all NALWDB Centers:

1. Customer-friendly employment services, available to job seekers and employers in NALWDB centers.
2. Effective intake processes for determining WIOA eligibility and triage for leveraging additional system supports.
3. Ensuring that physical and programmatic accessibility for individuals with disabilities in accordance with the Americans with Disability Act in all centers;
4. Ensuring effective partnerships to build on strategies to provide higher intensity career services for WIOA-eligible job seekers and businesses with programs and agencies that also share a mission to serve those with significant barriers to employment, including but not limited to; Temporary Assistance for Needy Families (TANF), which services low-income individuals, Adult Basic Education (ABE), which serves individuals with basic skills deficiency and English language challenges, Department of Vocational Rehab (DVR), which serves individuals with disabilities, Wagner- Peysner, Senior Community Service Employment Program (SCSEP), Job Corps, postsecondary career and technical programs, and veterans programs.
5. Integrating customer service, intake/referral and follow up services with other federally funded state agencies (vocational rehabilitation, DVR, AEL), including co-located delivery.
6. Development of effective shared intake and assessment processes to identify the education/training, employment, social/emotional, financial, and skill needs of job seekers in order to focus on matching service delivery to one-stop services available through NALWDB.
7. Providing universal access through multiple entry points, using a more flexible system for delivery of services that leverages strategic partnerships and technology to enhance capacity.
8. Sharing workforce development information, training, tools and resources with all one-stop staff partners to assure consistent and meaningful customer service and case

management activities for job- seekers and businesses.

9. Developing and implementing a coordinated business outreach strategy that:
 - aligns with longer term regional workforce development priorities,
 - responds well to the specific demands of the employers in the local labor market, and
 - aligns with the immediate and future assets of job seekers.

Facilitation of a collaborative framework that includes all one-stop partners focused on an innovative and effective service design to meet the goals of the NALWDB Board:

1. Designing programs, and policies to better meet the needs of employers and job seekers, support career pathway development, and address regional workforce challenges.
2. Creating a culture of innovation among all staff partners that moves service beyond the transactional labor exchange approach to an approach that is collaborative, coordinated and inclusive of all services available at the one-stop.
3. Strengthening relationships with postsecondary career and technical programs to facilitate skill development and career progression.
4. Promoting the One-Stop Center(s), its services and partners throughout the local community and ensure accessibility through virtual and center-based services, non-traditional hours of operation, and collaboration with community partners including housing developments, health centers, and social service providers.
5. Providing online resources (workshop materials, assessment tools, etc.) to certain One- Stop Center Access Points that will be established subsequent to the RFP process to ensure quality of service throughout the system and reduce duplication of effort.

Ability to operate with integrated management systems and high-quality staffing:

1. Proven ability to manage data for reporting and analyzing data for decision-making, both internally and in collaboration with other agencies/partners.
2. Potential to excel on performance measures such as entered employment, job quality (wages and benefits), retention rates, skill gain, and competency development, as well as job seeker and employer satisfaction.
3. Staff and partnership development of specific industry sectors and continuous professional development to ensure that staff remain current in industry qualifications, certifications, and expectations.

4. Development of meaningful partnerships that provide individuals with the range of services available in their local area. whether they are looking for jobs, basic education or occupational skills. a post-secondary credential, career navigation, or are businesses seeking skilled workers.

B. TECHNICAL SPECIFICATIONS

• Organizational Experience

Offerors **must**:

- Provide a description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a provider of One-Stop Operator services. Workforce services provided to the private sector will also be considered;
- Describe at least two project successes and failures of a One-Stop Operator service contract engagement. Include how each experience improved the Offeror's services.
- Identify the qualifications that bring them to this federally funded program.
- The proposal should provide an overview of its organizational structure and qualifications to provide workforce services. The proposal must describe its strengths that uniquely qualify it to serve the local populations and/or its history in providing comparable services.
- The proposal must provide an organizational chart, resumes of proposed staff, and a description of roles and responsibilities with emphasis on the key positions charged with facilitating and overseeing operations.
- The proposal must describe the organization's hiring policies, and clearly define the qualifications of the staff proposed to fill positions, including those who will have fiscal accountability for this program.
- All proposed key program personnel, including subcontractor staff, must be identified in the proposal. Each person's role is to be identified and documented in the following format:
 - Name
 - Position with company
 - Role in the program
 - Experience with the specific tasks being proposed

- Work history on similar programs
- The proposal must describe progressive experience:
 - Ensuring programmatic availability to a large volume of participants on a daily basis;
 - Working closely with NALWDB and federally funded workforce development partners to ensure implementation of a high quality, timely, and effective program;
 - Preparing regular and timely reports;
 - Collecting, analyzing, and reporting program data; and
 - Facilitating partnership meetings and staff to ensure quality programming and accurate and timely reporting.

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

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

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

- **Organizational References**

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX F, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the design described in Sec I Paragraph D.** It is the Offeror's responsibility to ensure the completed forms are received on or before April 23, 2017 for inclusion in the evaluation process.

Organizational References that are not received or are not complete, may adversely affect the vendor's score in the evaluation process. The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information. Additionally, the Agency reserves the right to consider any and all information available to

it (outside of the Business Reference information required herein), in its evaluation of Offeror responsibility per Section II, Para C.18.

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

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

- **Oral Presentation**

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

- **Mandatory Specification**

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

- A. Management Approach**

Describe the Program management approach including:

- Planned approaches/methods to manage one-stop operations;
- Planned management organizational structure including reporting levels and lines of authority to ensure effectiveness and quality;
- Planned jobseeker, employer, and partner and staff communications to ensure effectiveness as well as satisfaction with one-stop operations.
- How will you manage the process for addressing center grievances (internal and external)?
- Provide an overview of how you will facilitate discussions to address staff development and training. How will staff development plans be created and managed?

- B. Program Control**

Describe the approach to Program control, including details of the methods used in controlling Program activities and evaluating overall effectiveness. Describe quality

improvement approaches and plans to engage ALL partners in continuous quality improvement for one-stop operations.

C. Program Reporting

Describe reporting methodology planned to describe one-stop operations, including details of planned written and oral progress reporting.

D. Risk Management

Identify the potential risks and problems, which may occur in the implementation of the one-stop system. Identify potential steps to be taken to avoid or mitigate these problems.

C.B BUSINESS SPECIFICATIONS

1. Financial Stability

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

2. Performance

**Surety
Bond**

Not applicable under this
RFP.

3. Letter of Transmittal Form

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

4. Campaign Contribution Disclosure Form

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

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D. All charges listed on APPENDIX D must be justified and evidence of need documented in the proposal.

6. Resident Business or Resident Veterans Preference

This RFP includes the use of federal funds. Therefore, the New Mexico Preferences will not apply because the expenditures for this RFP include federal funds.

V. EVALUATION

A. EVALUATION POINT SUMMARY

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

Table I

Factors - correspond to section IV. Band JV C	Points Available
B. Technical Specifications	Points must be assigned and defined for all factors (must total 100% of available Points)
B. 1. Organizational Experience	300
B. 2. Organizational References	150
B. 3. Oral Presentations	NIA
B.4. Mandatory Specification	250
B. 5. Desirable Specification	NIA
C. Business Specifications	
C.1. Financial Stability	Pass/Fail
C.2. Performance Surety Bond	Pass/Fail
C.3. Letter of Transmittal	Pass/Fail
C.4. Signed Campaign Contribution Disclosure Form	Pass/Fail
C.5. Cost	200
TOTAL	900
C.6. New Mexico Preference - Resident Vendor Points per Section IV C. 6	NIA
C.6. New Mexico Preference - Resident Veterans Points per Section IV C.6	NIA

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

B.1 Organizational Experience (300 points)

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

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

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

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

I. B.2 Organizational References (150 points)

Points will be awarded based upon an evaluation of the responses to a series of

questions as per Appendix F. Points will be awarded for each individual response up to 1/3 of the total points for this category. Lack of a response will be awarded zero (0) points.

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

Oral Presentations are not required under this RFP.

3. .4 Mandatory Specifications (250 points)

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

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

4. 8.5 Desirable Specifications (N/A)

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

Pass/Fail only. No points assigned.

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

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

9. C.5 Cost (200 points)

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

Lowest Responsive Offer Bid This Offeror's Bid

X

Available Award Points

C.6. New Mexico Preferences

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

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

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

VALUATION PROCESS

I. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.

The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

The Evaluation Committee may use other sources to perform the evaluation as specified in Section II. C.18.

Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value. The responsible Offerors with the highest scores will be selected as finalist Offerors, based upon the proposals submitted. The responsible Offerors whose proposals are most advantageous to the State taking into consideration the evaluation factors in Section IV will be recommended for award (as specified in Section II. B.8). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

REQUEST FOR PROPOSAL
One-Stop Operator for the Workforce Connection of Northern New
Mexico

RFP #2020-008

ACKNOWLEDGEMENT OF
RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than April 30, 2020 at 3:00pm MDT. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive copies of all Offeror written questions and the written responses to those questions as well as RFP amendments, if any are issued.

FIRM: _____

REPRESENTED BY: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____ FAX NO.: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

SIGNATURE: _____ DATE: _____

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

Firm does/does not (circle one) intend to respond to this Request for Proposal.

Name:

Address:

Telephone:

Fax:

Email:

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Campaign Contribution Disclosure Form

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

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

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

The following definitions apply:

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

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official's behalf for the purpose of electing the official to either statewide or local office. Campaign Contribution includes the payment

of a debt incurred in an election campaign but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee. nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

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

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

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

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

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

DISCLOSURE OF CONTRIBUTIONS:

Contribution Made By:

Relation to Prospective Contractor

Name of Applicable Public Official:

Date Contribution(s) Made:

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s)

(Attach extra pages if necessary)

Signature _____ Date _____

Title (position)

-O R-

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

Signature

Date

Title (Position)

Appendix C: Contract

PROFESSIONAL SERVICES AGREEMENT

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

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

Section 1. Miscellaneous Representations.

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

B.

Section 2.

NALWDB has the right and power to enter into this Agreement.

Scope of Services.

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

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

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

Section 3. Compensation and Method of Payment.

A. Compensation. For performing the Services specified in Section 2 hereof, NALWDB agrees to pay Contractor a total of **Amount (\$000,000)** for the PYXX year.

Contractor shall not expend any amount in a budget expenditure line item or category to pay any other budget line item or category without the prior written consent of the NALWDB Project Manager in each instance. NALWDB shall have the right to decrease or increase the amount provided during the term of this Agreement based on utilization of funds, the Contractor's performance and the availability of funding.

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

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

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

Section 4. Independent Contractor. Neither Contractor nor its employees are considered to be employees of NALWDB for any purpose whatsoever. Contractor is an independent contractor at all times in the performance of the Services described in Section 2. Contractor further agrees that neither it nor its employees are entitled to any benefits from NALWDB under the provisions of the Workers' Compensation Act of the State of New Mexico, or to any of the benefits granted to employees of NALWDB.

Section 5. Personnel.

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

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

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

Section 6. Insurance.

A. General Requirements. The Contractor shall, at its own cost and expense, procure and maintain in full force and effect during the term of this Agreement, such insurance

as is required in this Agreement. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico, and policies of insurance shall be on forms properly filed and approved by the Superintendent of Insurance, State of New Mexico. When requested by the NALWDB, Contractor shall provide to the NALWDB copies of any or all policies of insurance for the insurance coverage required in this Section. Policies of insurance shall be procured for all required coverage limits of such policies of insurance and shall not be reduced or replaced in part or in whole by self-insurance, including self-insurance retention amounts, except as provided hereinafter.

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

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

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

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

C. Commercial General Liability Including Automobile. The Contractor shall procure and maintain policies of insurance for commercial general liability insurance and vehicle liability insurance for all vehicles used in its operation, as further described below. All such policies of insurance shall have liability limits in amounts not less than One Million Dollars (\$1,000,000) single limit liability for bodily injury, including death, and property damage in any one occurrence. Said policies of insurance shall include

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

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

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

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

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

H. Contents Insurance. Contractor shall be solely responsible for obtaining insurance policies that provide coverage for losses of Contractor owned property. NALWDB shall not be required to provide such insurance coverage or be responsible for payment of Contractor's cost for such insurance.

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

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

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

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

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

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

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

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

Section 8. Establishment and Maintenance of Records. Contractor shall maintain records in accordance with applicable law and requirements prescribed by NALWDB with respect to all matters covered by this Agreement. Except as otherwise authorized by NALWDB, such records shall be maintained for a period of five (5) years after receipt of final payment under this Agreement or as required by law.

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

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

Section 11. Suspension

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

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

Section 12. Termination.

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

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

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

C Termination by NALWDB: 20 Days Notice. NALWDB may terminate this Agreement at any time by giving at least twenty (20) days' notice in writing to Contractor. The twenty (20) days shall run from the day on which Contractor received such notice of termination. In the event this Agreement is terminated by NALWDB as provided herein, the Contractor shall be paid an amount that bears the same ratio to the total compensation as the Services actually performed bear to the total Services of Contractor covered by this Agreement, less payments of compensation previously made. If this Agreement is terminated due to the fault of Contractor, Section 128 hereof relative to termination, shall apply.

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

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

F Non-Funding. The performance of this Agreement is contingent upon the State Office of Workforce Training making the appropriations and authorizations necessary for the performance of this Agreement. If sufficient appropriations and authorizations are not made, this Agreement may be terminated by NALWDB by giving notice to Contractor. Such

event shall not constitute an event default by NALWDB. All payment obligations of the NALWDB shall cease upon the date of termination. The NALWDB's decision as to whether sufficient appropriations are available or sufficient shall be binding on Contractor and shall be final. The date of termination issued pursuant to this paragraph shall be the date a notice of termination is received by Contractor.

Section 13 General Conditions.

A. Contract Interpretation.

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

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

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

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

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

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

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

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

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

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

B. Discrimination Prohibited.

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

2) **Civil/Human Rights Laws.** In the operation and use of the NALWDB owned or leased premises, the Contractor shall not on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap, discriminate or permit discrimination against any person or group of persons in any manner prohibited by Title 49 CFR Parts 21 and 23, the Civil Rights Act of 1964, as amended, the Equal Pay Act of 1963, the Rehabilitation Act of 1973, and the New Mexico Human Rights Act. Without limiting the

generality of the foregoing, the Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap. Such action shall include, but not be limited to:

employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; selection for training; and disciplinary actions and grievances. The Contractor agrees to post in conspicuous places available to employees, and applicants for employment, notice to be provided setting forth the provisions of this non-discrimination clause.

3) The Contractor, for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration of this Agreement, does hereby covenant and agree that: (1) no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, national origin or ancestry, age, or physical or mental handicap shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the Contractor shall use the NALWDB facilities (when applicable) in compliance with all other requirements imposed by, or pursuant to, the New Mexico Human Rights Act, and 49 CFR Parts 21 and 23, and as said regulations may be amended.

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

5) Contractor shall include the provisions of this Section 138 in every subcontract, including procurement of materials and leases of equipment (unless exempt by the above referenced regulations or orders of instructions issued pursuant thereto), in the performance of this Agreement.

C. Indemnification Agreement.

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

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

3) **Survives the .. Term.** This indemnification agreement shall

survive the term of this Agreement.

4) **Scope of Indemnification.** With respect to any claims, actions, suits, damages or judgments caused by or resulting from acts, omissions, or operations of Contractor, its agents, servants, or employees. Contractor shall: (a) investigate or cause the investigation of such claims, actions, or suits, (b) negotiate or cause to be negotiated all claims made, even when Contractor considers such claims to be groundless, false or fraudulent in the name of the NALWDB and on behalf of the NALWDB, (c) and satisfy

judgments finally establishing the liability of the NALWDB in all actions defendant by Contractor pursuant to this section, and (d) pay, or cause to be paid: (1) all costs assessed against NALWDB in any legal proceeding defended or caused to be defended by Contractor as required above, (2) any interest accruing up to the date of payment by Contractor, (3) all premiums charged upon appeal bonds required in such proceedings, and (4) all expenses incurred by NALWDB for investigation, negotiation, and defense, including but not limited to expert witnesses and attorneys' fees incurred. Should contractor fail to provide the defense and indemnification required herein.

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

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

E. Ethics.

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

2) Fair Dealing. The Contractor covenants and warrants that the only person or firm interested in this Agreement as principal (or principals) are named in this Agreement and that no other person or firm has any interest in this Agreement, and

this Agreement is entered into by the Contractor without collusion on the part of the Contractor with any person or firm, without fraud and in good faith. The Contractor also covenants and warrants that no gratuities, in the form of entertainment, gifts or otherwise, were, or during the term of this Agreement, shall be, offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the NALWDB with a view toward securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement. The state Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978. imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

F. Approvals, Consents and Notices.

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

NALWDB:
Northern Area Local Workforce Development Board
525 Camino de los Marquez, Suite 250, Santa Fe, NM 8750

Contractor:

Contractor Official:

Certified Mail:

Personal Delivery:

Telephone:

E-Mail Address:

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

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

G. Non-Liability of Agents and Employees. No member, officer, agent, director, or employee of NALWDB or Contractor shall be charged personally or held

contractually liable by or to the other party under any term or provision of this Agreement or because of any breach thereof or because of their execution or attempted execution of this Agreement.

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

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

44

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

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

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

M. Savings. NALWDB and Contractor acknowledge and agree that they have

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

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

O. Approval of Agreement. This Agreement shall not become effective or binding until signed by the NALWDB's Chair.

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

By: _____ Date: _____
Joseph Weathers NALWDB Board Chair

By: _____ Date: _____

Dr. LeAnne Salazar Montoya, Executive Director

CONTRACTOR:

By: _____ Date: _____

APPROVED AS TO FORM:

APPENDIX D

COST RESPONSE FORM

RFP #2020-008

Description	Type	Quantity	Cost per Item
Total			

(includes all labor, materials, equipment, transportation, fees and taxes to provide the Services described in Section IV, (as amended by any current RFP amendments for the period specified above)

Year 1: (07/01/20 thru 06/30/2021) Price of \$_____.

includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in this RFP as amended by any current RFP amendments for the period specified above.

APPENDIX E

LETTER OF TRANSMITTAL FORM

APPEND/XE

Letter of Transmittal For,n

RFP #2020-008

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

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

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

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

Title _____

E-Mail _____

Address _____

Telephone Number _____

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

Name _____

Title _____

E-Mail Address _____

Telephone Number _____

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

_____ Title _____

E-Mail Address _____

Telephone Number _____

5. Use of Sub-Contractors (Select one)

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

___ The following sub-contractors will be used in the

performance of any resultant contract: (Attach extra sheets, as

needed)

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

of any resultant

contract. (Attach

extra sheets. as

needed)

7. On behalf of the submitting organization named in item #1, above, I accept the Conditions Governing the Procurement as required in Section II. C. I.
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP.
- I acknowledge receipt of any and all amendments to this RFP.

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

APPENDIX F
ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

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

Dr. LeAnne Montoya
Northern Area Local Workforce Development Board
525 Camino De Los Marquez, Suite 250, Santa Fe NM 87505

Procurementofficer@nalwdb.org
(505)986-0363

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

RFP #2020-008

ORGANIZATIONAL REFERENCE QUESTIONNAIRE FOR:

(Name of Offeror)

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to the Northern Area Local Workforce Development Board via e-mail at:

Name: Address:

Dr. LeAnne Montoya

Northern Area Local Workforce Development
Board

525 Camino de los Marques, Suite 250

Santa Fe, NM 87505

Telephone: Fax: Email:

(505)986-0363

Procurementofficer@nalwdb.org

No later than May 11, 2020 at 5:00pm MDT and **must not** be returned to the company requesting the reference.

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

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

QUESTIONS:

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

COMMENTS:

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

___ (3 = Excellent; 2 = Satisfactory; 1 =

Unsatisfactory; 0 = Unacceptable) COMMENTS:

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

___ (3 = Excellent; 2 = Satisfactory; 1 =

Unsatisfactory; 0 = Unacceptable)

COMMENTS:

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

___ (3 = Excellent; 2 = Satisfactory; 1 =

Unsatisfactory; 0 = Unacceptable) COMMENTS:

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

___ (3 = Excellent; 2 = Satisfactory; 1 =

Unsatisfactory; 0 = Unacceptable) COMMENTS:

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

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

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

COMMENTS:

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

COMMENTS:

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

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

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