



## **REQUEST FOR PROPOSAL**

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

WCCNM Procurement No. RFP 25-003

Release Date: January 31, 2025

Due Date: 3:00 pm MDT April 1, 2025



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# I. INTRODUCTION

The Workforce Connection of Central New Mexico is soliciting competitive sealed bid proposals for three procurements for an effective date of July 1, 2025. Those proposals include the One-Stop Operator, the Adults and Dislocated Workers and the Youth Services Provider requests for proposals. Offerors are encouraged to bid on any one or more of the individual requests for proposals. However, Offerors must **strictly** follow the guidelines and instructions included in each procurement in order to be considered. Failure to follow the requirements of each request for proposal would constitute the Offeror's response to be considered non-responsive causing the proposal to be rejected. Below are the guidelines and instructions required for bidding on the Adults and Dislocated Workers Service Provider Request for Proposal.

## A. PURPOSE OF THIS REQUEST FOR PROPOSALS

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

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

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

## B. BACKGROUND INFORMATION

### 1. Workforce Development Board - Vision, Mission and Objectives

#### **Vision: WCCNM Business-Driven American Job Centers**

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

#### **Mission: WCCNM Business-Driven American Job Centers**

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

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

### Deliver value-added workforce and human resource services by:

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

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

## 2. Labor Market - Economic and Workforce Analysis

### a. Regional analysis of economic conditions including existing and emerging in-demand industry sectors and occupations.

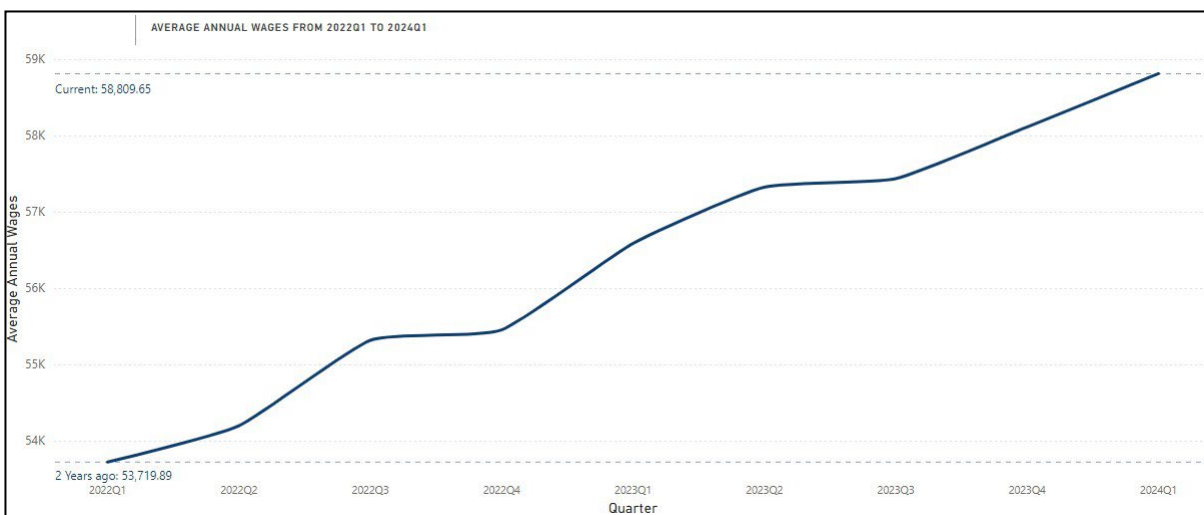
About half of all New Mexico projected employment growth is anticipated to occur in just three industries — accommodation and food services (24,010 jobs, or 31.8 percent growth), health care and social assistance (22,400 jobs, or 16.8 percent growth), and arts, entertainment, and recreation (10,050 jobs, or 118.4 percent growth). The percentage growth of these three sectors exceeds the all-industry average of 11.6 percent. Four other sectors have percentage growth above the all- industry average, including professional, scientific, and technical services (7,200 jobs, or 12.0 percent), mining and oil and gas extraction (3,320 jobs, or 16.6 percent), other services (2,450 jobs, or 13.3 percent), and information (1,840 jobs, or 20.3 percent). Two sectors are projected to see a decline in employment, wholesale trade (50 jobs, or 0.2 percent) and utilities (80 jobs, or 1.9 percent). *Source: NMDWS, New Mexico Labor Market Review May 2024, Volume 53 No. 5 Published July 2, 2024*

The top three industry sectors projected to grow the most and the top three projected to grow the fastest are, for the most part, the same across all four regions and MSAs.

In the public sector, local government was up 4,000 jobs, or 4.0 percent. Employment in state government was up 2,700 jobs, or 4.9 percent. Federal government employment was unchanged from the previous year’s level. Over the year, the Albuquerque MSA or Central Region, grew by 7,100 jobs in total nonfarm employment, representing a gain of 1.7 percent. The private sector was up 4,900 jobs, or 1.5 percent, while the public sector was up 2,200 jobs, or 2.7 percent. The following private sector industries added jobs: professional and business services, up 2,400 jobs, or 3.6 percent; manufacturing, up 900 jobs, or 5.4 percent; private education and health services, up 900 jobs, or 1.3 percent; leisure and hospitality was up 800 jobs, or 1.7 percent; mining and construction, up 500 jobs, or 1.8 percent; miscellaneous other services up 300 job up 300 jobs, or percent; and financial activities, up 200 jobs, or 1.0 percent. Information was down 1,100 jobs, or 17.2 percent. Trade, transportation, and utilities employment was unchanged from the previous employment level. In the public sector, state government was up 1,400 jobs or 5.0 percent, and local government was up 1,000 jobs or 2.6 percent. Federal government employment was down 200 jobs, or 1.4 percent. **Source: NMDWS, New Mexico Labor Market Review May 2024, Volume 53 No. 5 Published July 2, 2024.**

The following graphs provide a comprehensive overview of the regional analysis of economic conditions in Albuquerque MSA/Central Region, with a focus on existing and emerging industry sectors and occupations. The following is an analysis of the key sections.

**Exhibit 1 Average Annual Wages From 2022Q1 to 2024Q1**



**Exhibit 1: Average Annual Wages From 2022Q1 to 2024Q1 Data exported on Monday, August 12th, 2024**  
**Source: JobsEQ - GDP data as of 2023 | Wage and projection data as of 2024 Q1**

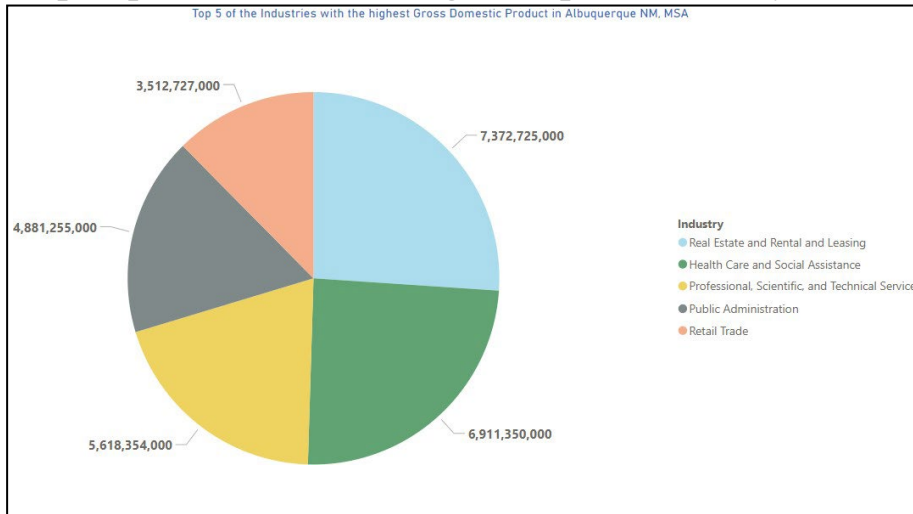
**Average Wages and Purchasing Power**

Despite lower wages compared to the U.S. average, Albuquerque MSA/Central Region cost of living allows residents to maintain a relatively high standard of living, with a purchasing power adjusted to \$61,942. Adjusted purchasing power, also known as constant or real dollars, is a value that has been adjusted for inflation and purchasing power.

## Top Industries by GDP

The data below in *Exhibit 2* reveals that **Real Estate and Rental and Leasing** contributes the most to GDP at 26.06%, yet has low demand for jobs (4K), indicating its capital-intensive nature.

### Exhibit 2 Albuquerque MSA/Central Region Top Industries by Gross Domestic Product



*Exhibit 2: Top 5 of the industries with the highest gross domestic product Data exported on Monday, August 12th, 2024*

*Source: JobsEQ - GDP data as of 2023 | Wage and projection data as of 2024 Q1*

In the Albuquerque MSA/Central Region, **Health Care and Social Assistance** is the top contributor to GDP (24.42%) and the industry with the highest job demand, making it a critical sector for Central New Mexico.

**Professional, Scientific, and Technical Services** also show strong GDP contribution (19.86%), high average wages, and a high location quotient (LQ), reflecting its economic significance.

**Public Administration** and **Retail Trade** round out the top five industries, with GDP contributions of 17.25% and 12.41%, respectively.

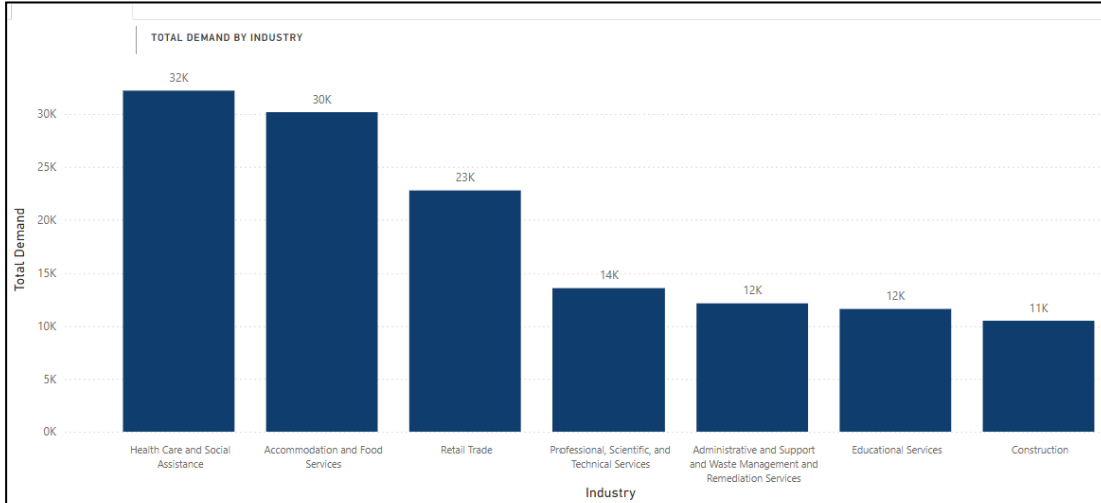
## Total In-Demand Jobs Projection by Industry

As shown below in *Exhibit 3: Total Demand by Industry*, the highest Albuquerque MSA/Central Region job demands are projected in **Health Care and Social Assistance** (32K jobs),

**Accommodation and Food Services** (30K jobs), and **Retail Trade** (23K jobs), highlight the critical role of service-oriented industries in the Central Region's employment landscape.



**Exhibit 3: Total Demand by Industry**

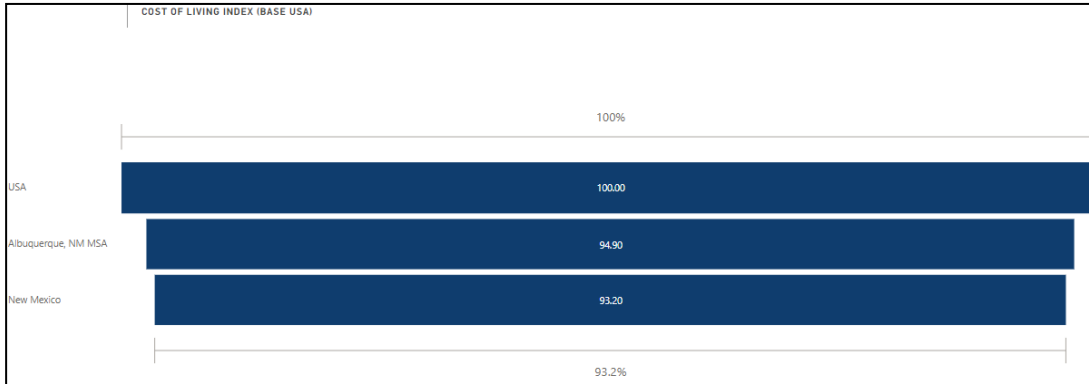


**Exhibit 3: Total Demand by Industry**  
 Data exported on Monday, August 12th, 2024  
 Source: JobsEQ - GDP data as of 2023 | Wage and projection data as of 2024 Q1

**Cost of Living Index**

The Albuquerque MSA/Central Region cost of living is lower than the U.S. average and slightly higher than New Mexico’s overall average, enhancing the purchasing power and affordability for its residents.

**Exhibit 4: Cost of living index (Base USA)**



**Exhibit 4: Cost of living index (Base USA)** Data exported on Monday, August 12th, 2024  
 Source: JobsEQ - GDP data as of 2023 | Wage and projection data as of 2024 Q1

**Average Wages and Location Quotients vs. Gross Surplus by Industry**

The Location Quotient is a measure of how concentrated a particular type of job is in a given region, compared to the rest of the country. **Exhibit 5**, shown below, indicates that industries like **Public Administration, Healthcare and Social Assistance, and Professional, Scientific, and**

**Technical Services** are not only well-paying but also highly concentrated in the Albuquerque MSA/Central Region, contributing significantly to the local economy. The **Real Estate** sector, despite low job demand, aligns with its high GDP contribution, showing good location quotients and economic value generation.

The above detailed analysis of the economic conditions in the Central Region highlights strong sectors, the interplay between wages and cost of living, and the overall purchasing power of workers in the region. The analysis emphasizes the Central Region's affordability relative to the national average, showcases key industries driving the economy, and offers insight into wage growth and employment demand.

**Notably, the top industries that will contribute to maintaining and potentially increasing the cost of living in the Central Region are Health Care, Professional, Scientific, and Technical Services, Public Administration, and Real Estate and Rental and Leasing.** These sectors not only demonstrate significant GDP contributions and Gross Surplus but also offer strong average annual wages and high location quotients (LQ), indicating their concentration and economic importance in the region. Moreover, Health Care and Professional, Scientific, and Technical Services are projected to remain in high demand, further solidifying their role as critical pillars of the Central Region's economic landscape.

Real Estate and Rental and Leasing, despite lower direct job demand, plays a crucial role due to its substantial GDP contribution and influence on the region's economic stability and growth. These insights are crucial for understanding which sectors will drive future economic growth and how they will influence the cost of living and overall economic health in the Central Region.

### ***Emerging Industries***

The WCCNM routinely collaborates with State and Central Region economic development organizations to help ensure all workforce development partners, including training providers (Central NM Community College and Ingenuity, and University of NM) are represented in economic development initiatives to bring new employers to New Mexico. The WCCNM and its partners work closely with NMDWS and training providers to ensure labor force training and talent pipeline development specifically meets the unique needs of companies considering moving to the Central Region.

The WCCNM LWDB play a critical role in ensuring the labor force is prepared to meet the needs of existing and emerging industries in Central New Mexico. To this end, the WCCNM is actively involved with its state and Central Region economic development partners, including, but not limited to the following:

**The Mid-Region Council of Governments (MRCOG)** works with regional economic development organizations to promote and facilitate coordination among the numerous entities. The MRCOG is designated by the U.S Economic Development Administration (EDA) as an economic development district and assists with preparation of EDA funding applications. In addition, the MRCOG prepares a summary of the region's economic conditions with recommended activities for growth and development in a report known as the Comprehensive Economic Development Strategy (CEDs). MRCOG Economic development staff work closely with the WCCNM and many economic development organizations and local governments in the region— providing vital statistical data and technical assistance to identify community development needs.

**The New Mexico Economic Development Department (NMEDD)** offers services such as the Local Economic Development Act (LEDA) Business, Job Training Incentive Program (JTIP), New Mexico MainStreet, Outdoor Equity Fund, LEADS (Local Economic Assistance & Development Support) Program, New Mexico Film Office, Outdoor Recreation Division, and Collateral Assistance Program (CAP) 2.0. NMEDD supports and promotes the Governors economic objectives including but not limited to the state's Advanced Manufacturing goals and initiatives.

### *Advanced Manufacturing*

New Mexico Partnership, the nonprofit private marketing arm of the NMEDD, reported that manufacturing companies from around the world are realizing the potential New Mexico has to offer. Advanced manufacturing in New Mexico is diverse and includes everything from bioscience and medical manufacturing, food production and value-added agriculture products, to cutting-edge aerospace and space manufacturing.

New Mexico has a skilled workforce that is essential to the advanced manufacturing industry. The talent pipeline in the state spans a broad range of industries and skills, including 180,000 workers employed in relevant manufacturing, production, logistics, and construction roles coming from a range of companies and skills, like Tempur-Pedic and Intel.

Training programs at high schools, junior colleges, and universities throughout the state work directly with manufacturing industry partners to provide a pipeline of new talent.

When companies need research and development, engineering, or scientific expertise New Mexico provides one of the highest concentrations of talent in the U.S. New Mexico's long history of innovation and R&D and the presence of two national labs, Sandia and Los Alamos provide the Advanced Manufacturing Industry access to high-level expertise. <https://nmpartnership.com/new-mexico-major-industries/advanced-manufacturing/>

New Mexico Partnership recently announced **Ebon Solar LLC (Ebon Solar)**, a Delaware- based, U.S. solar cell manufacturing company plans to invest a projected \$942 million to construct an estimated 834,000-square-foot solar cell manufacturing facility in Albuquerque's Mesa del Sol industrial development area, creating over 900 new jobs. <https://nmpartnership.com/ebon-solar-picks-new-mexico-for-major-solar-factory/>

For a full list of recent projects announced in New Mexico please go to the New Mexico Partnership website at <https://nmpartnership.com/incentives-data/project-announcements/>.

In addition, Maxeon Solar Technologies announced that they have selected Albuquerque, NM to be the site of their new 3GW capacity solar cell and panel manufacturing facility. The total cost of the new factory, Maxeon's first in the US, is estimated at over one billion dollars. The 160-acre site located in the community

of Mesa Del Sol, will include solar cell fabrication, panel assembly, a warehouse, and administrative offices. It is estimated to create 1,800 new jobs and produce millions of solar panels each year for the US market.

In Sandoval County, Intel celebrated the opening of Fab 9, its cutting-edge factory in Rio Rancho, New Mexico. The milestone is part of Intel's previously announced [\\$3.5 billion investment](#) to equip its New Mexico operations for the manufacturing of advanced semiconductor packaging technologies, including Intel's breakthrough 3D packaging technology, Foveros, which offers flexible options for combining multiple chips that are optimized for power, performance and cost. The \$3.5 billion investment in Rio Rancho has created hundreds of high-tech Intel jobs, more than 3,000 construction jobs and an additional 3,500 jobs across the state.

**Albuquerque Economic Development Department (EDD)** serves to promote and facilitate business development, to create and implement economic development strategy, and to strengthen ties with the private sector. The EDD creates opportunities to improve the skills of Albuquerque's workforce, which helps eliminate barriers in underserved communities and advances job seeker skills enhancing careers and earn higher wages.

### **Key Industries**

According to the Albuquerque EDD, key industries in the Albuquerque MSA with economic-base companies in high-tech industries are a top priority for the EDD. Scientific progress via tech-based companies is critical to job creation, higher standards of living, economic mobility, industry diversity, and a healthful community. In collaboration with community partners, the City of Albuquerque works to recruit businesses and industries to Albuquerque that build on existing strengths. To that end, the City of Albuquerque has launched a robust strategy to solidify Albuquerque's position as a hub for five sectors that closely align with those assets in which the Central Region is naturally the strongest and most competitive:

### ***Film and Digital Media***

Albuquerque is the nation's leading alternative for film production outside of L.A. and New York – essentially serving as the industry's Third Coast. MovieMaker magazine ranks Albuquerque as No.1 on its list of best big cities in which to live and work as a moviemaker, calling us a “marquis player” in the industry and a “regional powerhouse.”

No other state has more attractive or competitive incentives for the Film Industry:

- Albuquerque offers a 25%-30% refundable tax credit on goods and service expenses.
- The Film Crew Advancement Program gives productions a 50% reimbursement of below-the-line (btl) crafts workers' wages for up to 1,040 hours of work if the job trains them in additional skills that will help advance their careers.
- The Non-Resident Below-the-Line Crew Credit is a 15% credit allowed for the payment of wages for BTL crew who are not New Mexico residents.

The Film Industry in the Central Region is heavily supported by the region's Information Technology and Arts and Entertainment pipeline of workforce talent, hundreds of whom directly benefit through their work supporting the needs of the Film Industry in the Albuquerque MSA.

### ***Space Technology (Aerospace)***

Five key assets make Albuquerque a premier low-risk, low-cost, high-value location for any company with commercial aerospace interests.

- **Unequaled Concentration of Intellectual Capital and a Highly Skilled Workforce:** Albuquerque's population is saturated with engineering savvy due to the presence of the Air Force Research Laboratory New Mexico (DoD); Los Alamos National Lab (DoE); Sandia National Labs (DoE); state R&D universities; a substantial private sector; and White Sands Missile Range and Spaceport America, both just a few hours' drive south of the city.
- **Friendly Business Environment:** New Mexico has the lowest property tax in the nation, no inventory tax, and offers industry specific incentives for new jobs and investment. For companies operating in the aviation and aerospace industries, there are tax deductions on gross receipts for aircraft maintenance or remodeling, aircraft manufacturing, and directed energy systems/satellites.
- **Reliable Built-in Customer Base:** Billions of dollars in federal funding flow into the state through the national labs annually. A sizeable portion is spent on R&D contracts and materials.
- **Ideal Climate & Geography for Space-Related Testing & Innovation:** Abundant sun means minimal delays due to weather conditions. High altitude and dry air lowers fuel costs and reduces conditions for corrosion. Superior launch opportunities due to low air traffic and restricted airspace adjacent to White Sands Missile Range. Home to one of only 12 FAA licensed commercial launch sites in the country just south of the city at Spaceport America. Low population density of only 17 persons per square mile.
- **Robust Space Ecosystem:** More than 60 companies representing an array of space application areas, including satellite component, design and manufacture; space launch; data analytics; and services have a presence in New Mexico, and the majority are in Albuquerque. Global industry includes The Boeing Co., Virgin Galactic and Fiore Industries Inc. Richard Branson has established headquarters for his Virgin Galactic's commercial space flight operations just south of Albuquerque at Spaceport America. Local startups supporting the Space Technology Industry include: SolAero Technologies Corp, Descartes Labs, RS21, Robotic Skies and 3D Glass Solutions.

### ***Directed Energy***

Directed energy weapons (DEW) use concentrated electromagnetic energy to combat enemy forces and assets. These weapons include high energy lasers and other high-power electromagnetics—such as millimeter wave and high-power microwave weapons. Unlike weapons that fire bullets or missiles, DEWs can respond to a threat in different ways. For example, they can temporarily degrade electronics on a drone or physically destroy it. For more information on DEWs go to <https://www.gao.gov/assets/830/825926.pdf>.

Albuquerque is the nucleus for directed energy in the United States, having more assets that are considered essential to the industry than any other city.

- Albuquerque has a trifecta of sustained federal government presence focused on Directed Energy R&D.
  - ✓ Air Force Research Laboratory New Mexico's Directed Energy Directorate
  - ✓ Directed Energy Joint Transition Office
  - ✓ Directed Energy Professional Society
- Albuquerque has a geography and climate that provide certainty of operations and an ideal testing environment. These favorable conditions include vast swaths of sparsely populated areas, with few trees; sunny and arid weather, with high altitude; and low risk for natural disasters.
- Albuquerque has a robust private sector ecosystem with companies that include SAIC, Ball Aerospace & Technologies, BAE Systems, Aegis, Booz Allen Hamilton, Verus Research, General Atomics, Leidos, Lockheed Martin, Applied Technology Associates, and more.
- New Mexico is home to nationally renowned partnering opportunities and testing facilities including Sandia and Los Alamos national labs, University of New Mexico, and White Sands Missile Range to the south of the city.

For more info go to Albuquerque's Directed Energy Sector at [https://www.cabq.gov/economicdevelopment/documents/directed-energy\\_new.pdf](https://www.cabq.gov/economicdevelopment/documents/directed-energy_new.pdf)

## ***Bioscience***

Albuquerque is rapidly becoming a vibrant bioscience hub. Our mid-sized city has the bioscience expertise, research base, infrastructure, organized sector-specific leadership and thriving startup ecosystem to support businesses at the forefront of the industry.

The New Mexico Bioscience Authority serves as catalyst to attract venture capital and entrepreneurs to invest in biotech startups spun off from technology developed at New Mexico's research universities and national labs. The New Mexico Bioscience Authority developed a certification program that helps bioscience companies identify locations in terms of infrastructure/utilities, regulatory framework, and workforce and training. Albuquerque is the first city to have qualified for the program.

The Bioscience Center is an incubator/accelerator for Albuquerque's booming bioscience startup ecosystem and contains offices and 10 wet labs (chemistry and microbiology), which regularly have a waiting list for lease space.

The Central Region offers the Bioscience sector world-class R&D, intellectual property and bioscience expertise, which includes six (6) major research institutions throughout the state, with half located in Albuquerque:

- University of New Mexico (ABQ)
- Sandia National Laboratories (ABQ)
- Air Force Research Laboratory (ABQ)

- New Mexico State University (leader in agricultural bioscience)
- New Mexico Institute of Mining and Technology
- Los Alamos National Laboratory

The UNM Health Sciences Center in Albuquerque is the Center of Excellence in the state for the biosciences. They helped create 62 bioscience companies via tech commercialization from 2007-2019. Bioscience-related inventions have seen the largest number of awarded patents by industry in New Mexico (U.S. Patent Office).

For more information about the Albuquerque Economic Development Department key industries go to at <https://abqedd.com/albuquerque-key-industries/>

**Albuquerque Regional Economic Alliance, Inc. (AREA)** is a private nonprofit association dedicated to supporting existing business and industry and recruiting new employers to generate quality job opportunities for the Albuquerque metro area.

In addition to the industries referenced above from the City of Albuquerque Economic Development Department, AREA also is promoting the following industries:

- **Renewable Energy** - become the green energy capital of the United States, and the model for other markets in the future
- **Corporate & Professional Services** - capitalize on current trends and attract professional jobs to the region.
- **Manufacturing** - focus on reshoring and onshoring opportunities.

***b. Regional analysis of employment needs of employers in existing and emerging in- demand industry sectors and occupations (§679.560(a)(1)(ii)).***

**Exhibit 5** below is a detailed view of the employment needs in the Albuquerque MSA/Central Region, focusing on both existing and emerging in-demand industry sectors and occupations. A breakdown and analysis of the key elements are as follows:

**Exhibit 5: Projected Employment Growth by Industry in Albuquerque's Central Region (2022-2032)**

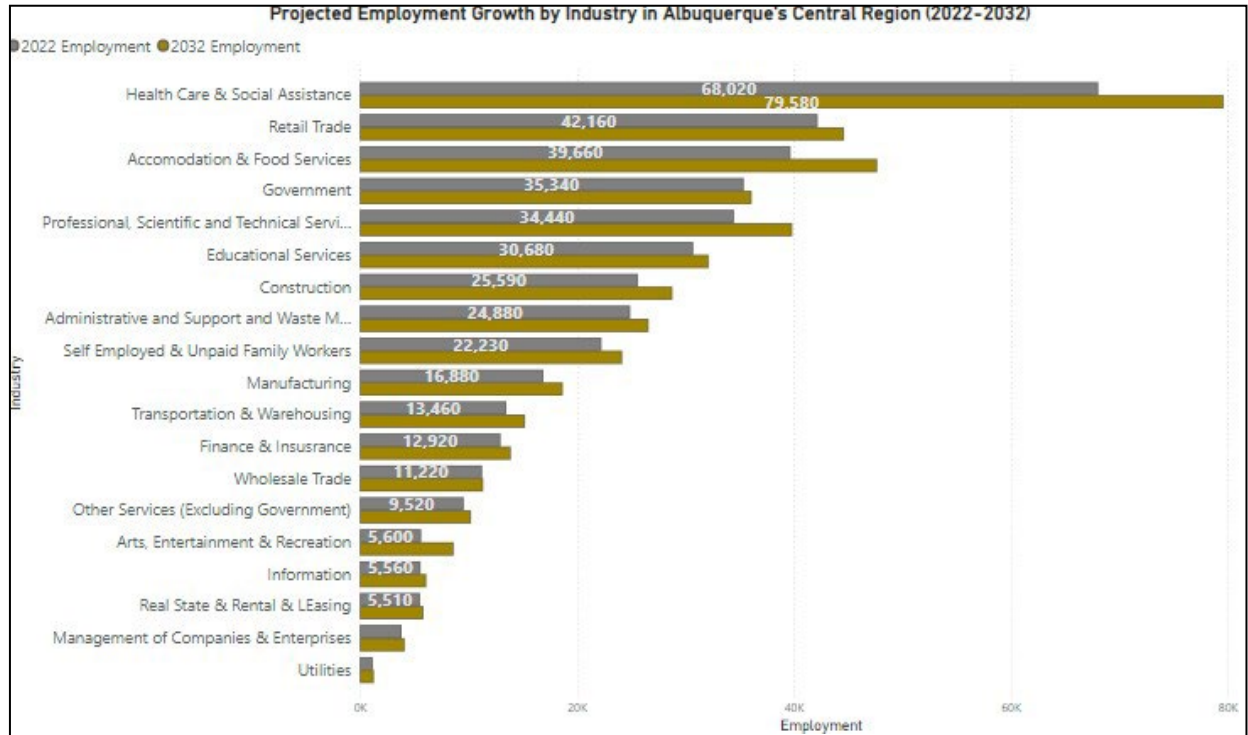


Exhibit 5: Projected Employment Growth by Industry in Albuquerque's Central Region (2022-2032) Source: DWS – Employment Projections

Exhibit 5 shows the projection for each industry and the expected percent growth from 2022 to 2032. Each industry is projected to continue growing, with Health Care & Social Assistance, Retail Trade, and Accommodation & Food Services leading in employment. Upon reviewing the percentage growth, Health Care & Social Assistance and Accommodation & Food Services remain at the top, while Arts, Entertainment & Recreation shows the highest percentage growth compared to 2022 employment levels.

With this analysis and a review of the **ALBUQUERQUE MSA/CENTRAL REGION IN- DEMAND OCCUPATIONS 2024** data, we can also analyze the growth of occupations related to each industry and highlight some key sectors as follows.



### Exhibit 6: Projected Percent Growth by Industry

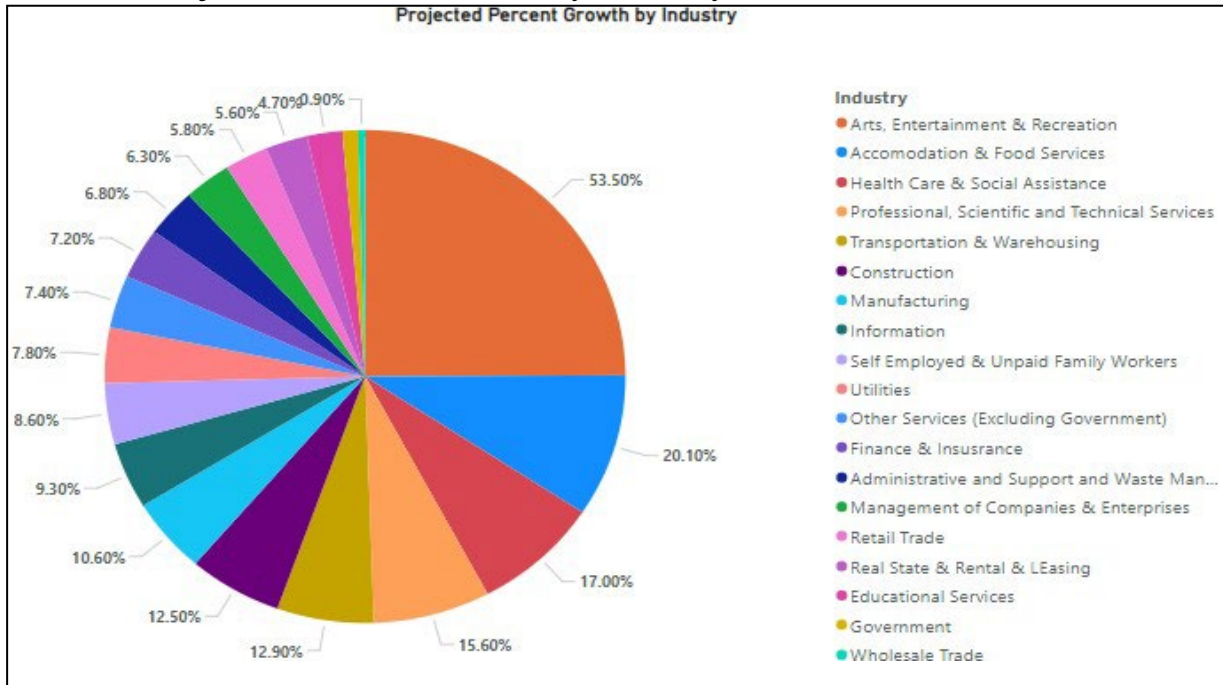


Exhibit 6 Projected Percent Growth by Industry Source: DWS – Employment Projections

### Exhibit 7: Projected Employment Growth in Healthcare and Social Assistance by Occupation

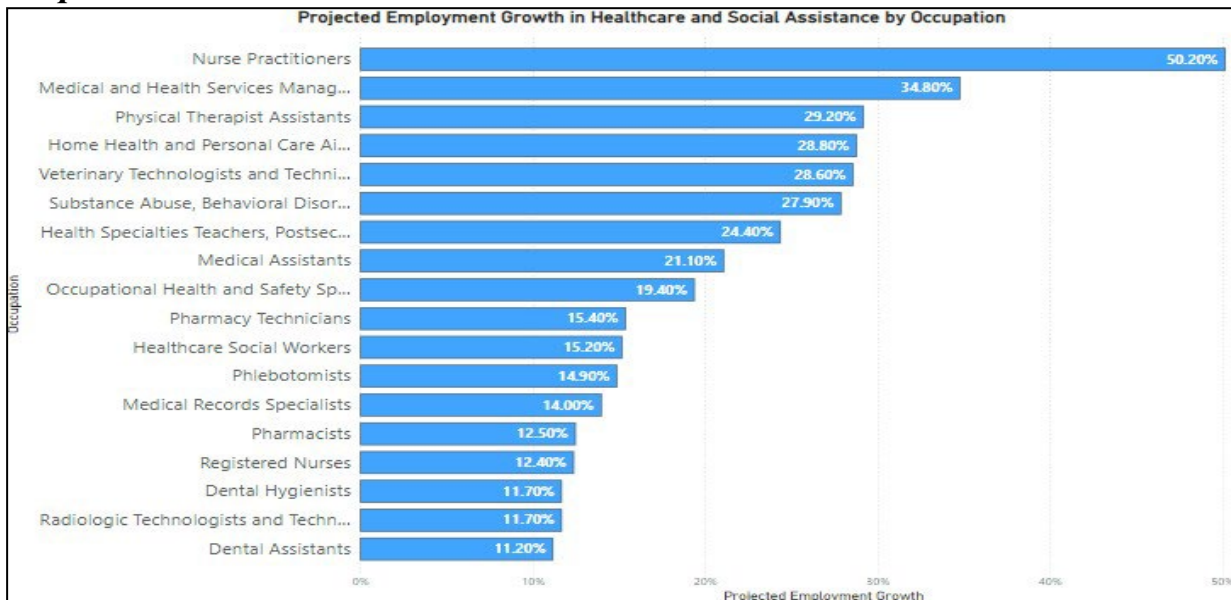


Exhibit 7: Projected Employment Growth in Healthcare and Social Assistance by Occupation  
 Source: DWS - ALBUQUERQUE MSA/CENTRAL REGION IN-DEMAND OCCUPATIONS 2024  
 Link: [DWS In-Demand Occupations 2024](#)

**Health Care & Social Assistance:** This sector is both the largest employer in the region and is projected to see significant growth (17% as shown in the pie chart above in *Exhibit 6*) with a substantial rise from 68,020 jobs in 2022 to 79,580 jobs by 2032 (as depicted in the *Exhibit 5* bar chart above). As shown in *Exhibit 7* above, key occupations in this sector include Nurse Practitioners, which have one of the highest growth rates with projections at about 50%, and Home Health and Personal Care Aides, with a projected 3,100 jobs and one of the highest average annual job openings by 2032. Additionally, Medical and Health Services Managers are expected to see a growth of 34.8%, along with medical assistants. These roles are critical due to the aging population and the expansion of health services.

**Retail Trade:** Retail is projected to experience moderate growth (5.8%) and currently employs around 42,160 people, increasing to 44,605 by 2032. Key occupations include Customer Service Representatives, Cashiers, and Retail Supervisors. Demand in this sector is driven by consumer spending and the expansion of retail services.

**Accommodation & Food Services:** Projected to grow by 20.1% and may expand its workforce to 45,592 by 2032. Key occupations include Cooks (Restaurant) with an average of 840 annual job openings, as well as Fast Food and Counter Workers, who are projected to have the highest number of annual jobs by 2032 due to increasing tourism and local dining trends.

**Professional, Scientific, and Technical Services:** This sector is projected to grow by 15.6%, offering roles such as Software Developers Engineers, and Consultants. This reflects the rise of tech-driven business services and specialized knowledge sectors in the region.

**Arts, Entertainment & Recreation:** While this industry is not projected to have the highest employment compared to others, it is expected to see significant growth compared to 2022 numbers.

**Government and Educational Services:** These two sectors combined employ a substantial workforce and are expected to continue moderate growth. Educational services employ a significant number of teachers, administrative staff, and special education professionals, while public sector jobs range from administrative to public safety roles.

### ***Key Takeaways:***

**Strong Growth Sectors:** Health care, hospitality, and professional services are the driving forces behind the Albuquerque MSA's employment landscape, offering the most growth opportunities.

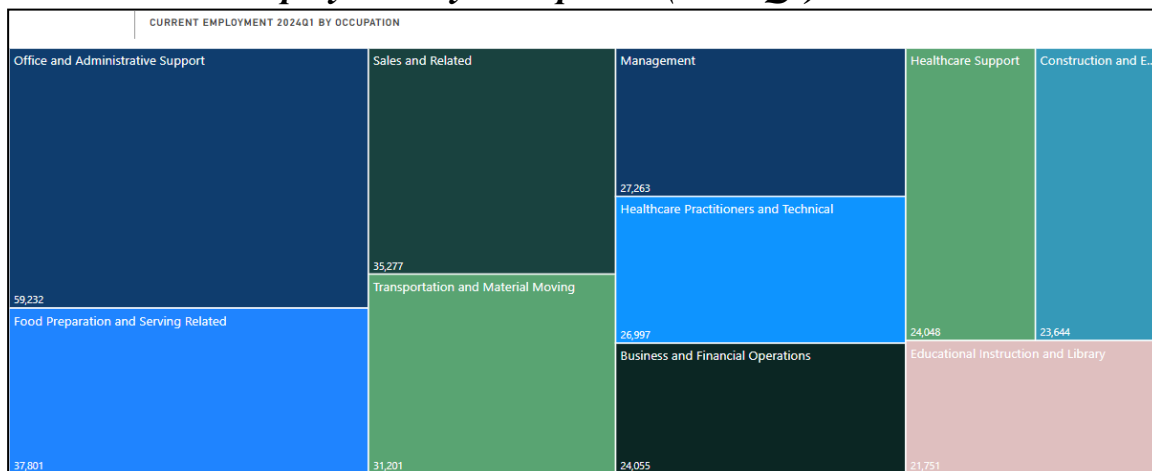
**Emerging Industries:** Professional services and technology-related roles are becoming increasingly critical as the region develops tech-driven business solutions.

**Tourism & Recreation:** While smaller in size, industries related to recreation and tourism are expected to see some of the highest growth rates, making them attractive for future employment.

Current employment by occupation is illustrated in *Exhibit 8* below. As shown, **Office and Administrative Support** lead 2024 Q1 employment numbers with 59,232 jobs. Office and Administrative jobs can cover an impressively wide variety of responsibilities and duties to support an organization. Responsibilities and duties

can vary greatly depending on the position and typically include entry level positions such as data entry clerk or receptionist. **Management** at 27,263 jobs, and **Business and Financial Operations** at 24,055 jobs, represent mid- to high-level administrative positions such as operations managers and office managers, to administrative executives like chief operating officers and director of operations, respectively. These jobs dominate the employment landscape, underscoring their broad applicability across multiple industries in Albuquerque, making it difficult to categorize these critical occupations by their specific industry sectors.

### Exhibit 8 Current Employment by Occupation (2024 Q1)



**Exhibit 8: Current Employment 2024Q1 by Occupation Data exported on Monday, August 12th, 2024**  
 Source: JobsEQ - Employment and projection data as of 2024 Q1

As described in *Exhibit 8*, **Food Preparation and Serving Related** jobs in 2024 Q1 represent the second highest employment numbers at 37,801 jobs, with **Sales and Related** Occupations the third highest at 35,277 jobs. Food Preparation and Serving Related occupations, as well as Retail Sales and Related occupations, demonstrate a significant increase in employment, although these roles may have less applicability across various industries compared to others. This sector is crucial for the service-oriented aspects of the local economy but often features lower wages and rarely provides job seekers interested in pursuing these fields of work opportunities for WIOA-funded training.

**Transportation and Material Moving** round out the top four current employment categories with 31,201 jobs in 2024 Q1. The transportation and material moving industry includes many occupations, such as:

- **Transportation workers**-includes drivers for trucks, buses, trains, and taxis, as well as people who operate watercraft.
- **Railroad workers**-includes people who drive trains, coordinate train activities, and operate signals and switches.
- **Material moving machine operators** may use heavy equipment or manual labor to move objects.
- **Port managers** analyze and coordinate supply chains.
- **Highway maintenance workers** maintain roadways, including patching potholes, repairing guardrails, and clearing paths.

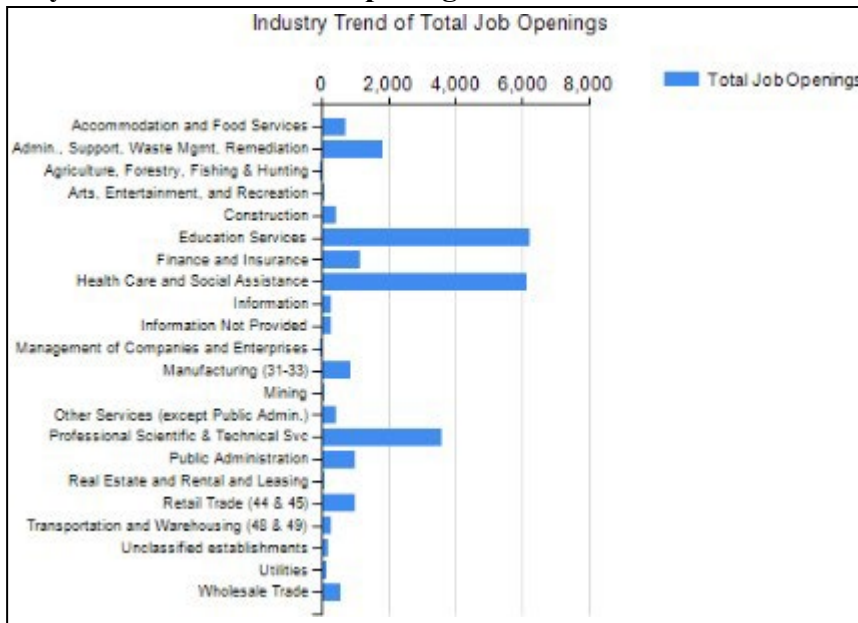
- **Air traffic controllers** coordinate the movement of aircraft to keep safe distances between them.
- **Commercial pilots** require a bachelor's degree, a commercial pilot's license, and FAA certification.

**Healthcare Practitioners and Technical Occupations** (26,997 jobs) combined with **Healthcare Support** (24,048 jobs) represent 51,045 jobs in 2024 Q1. These jobs numbers demonstrate the strong and stable performance of the Healthcare sector, which is a major contributor to the local economy.

**Construction and Extraction Occupations**, also shown above in *Exhibit 8*, indicate that in 2024 Q1 there were 23,644 jobs in this sector. Although this is a robust representation of current construction and extraction employment in the Central Region, it may not fully represent the current high-demand for all construction and skilled-trades jobs as indicated by job postings.

The construction industries are central to modernizing New Mexico’s infrastructure. The construction sector comprises establishments primarily engaged in the construction of buildings or engineering projects (e.g., highways and utility systems). Establishments primarily engaged in the preparation of sites for new construction and establishments primarily engaged in subdividing land for sale as building sites also are included in this sector. Construction work done may include new work, additions, alterations, or maintenance and repairs. According to NMDWS, there were 857 advertised job openings for construction workers across the state in July 2023. Consistently high construction-related job posting data demonstrates the demand for employees in the construction industries. NMDWS anticipates a marked increase in this number in the coming years because of the national Build Back Better and state infrastructure funding.

**Exhibit 9 Industry Trend of Total Job Openings**



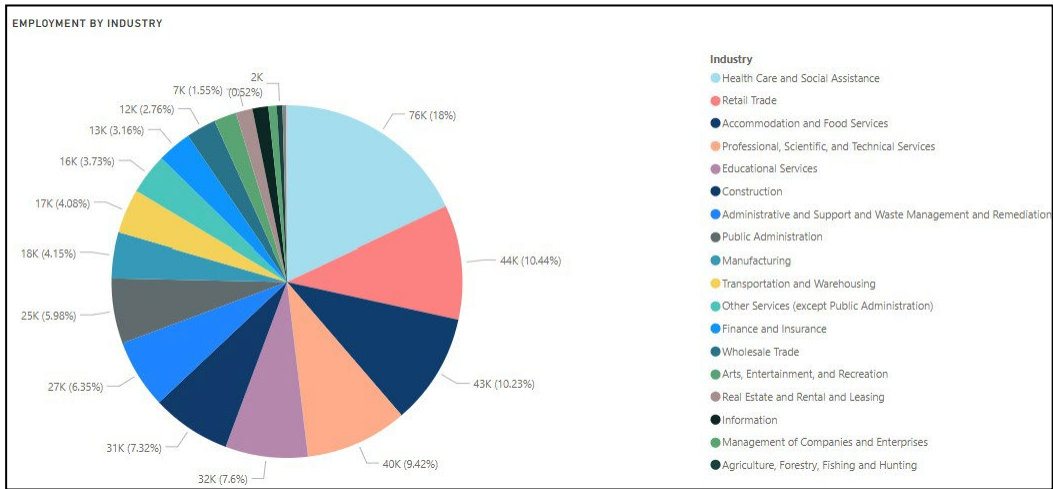
**Exhibit 9: Industry Trend of Total Job Openings Data exported on Tuesday, September 3rd, 2024 Source: WCOS - Total of Job Openings**

Through an analysis of job postings from the NMDWS Workforce Connection Online System database (WCOS), it is evident that **Health Care and Social Assistance, Education Services and Professional, Scientific, and Technical Services** continue to exhibit high job openings, reflecting sustained demand in these sectors.

**Accommodation and Food Services** also show significant job openings, despite being in lower- paying sectors. These jobs are essential for maintaining service-oriented employment in the Albuquerque MSA, contributing to the Central Region’s economic diversity and supporting the critical tourism and hospitality industries.

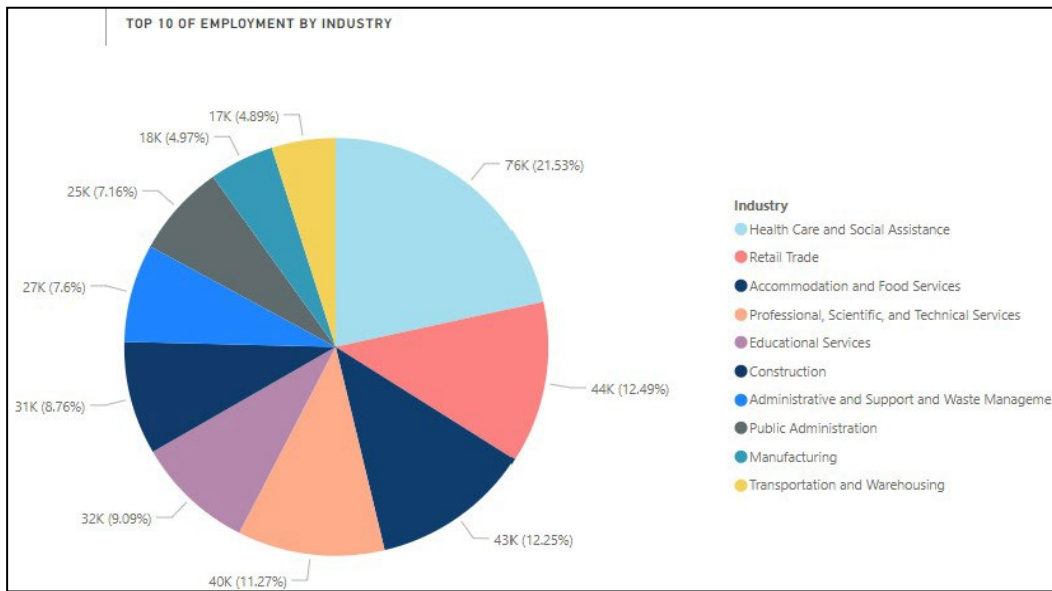
The industries with fewer job openings include **Mining, Management of Companies and Enterprises, Arts, Entertainment and Recreation, and Agriculture, Forestry, Fishing & Hunting**.

**Exhibit 10 Employment by Industry**



**Exhibit 10: Employment by Industry**  
**Data exported on Monday, August 12th, 2024**  
**Source: JobsEQ - Employment and projection data as of 2024 Q1**

**Exhibit 11 Top 10 of Employment by Industry**



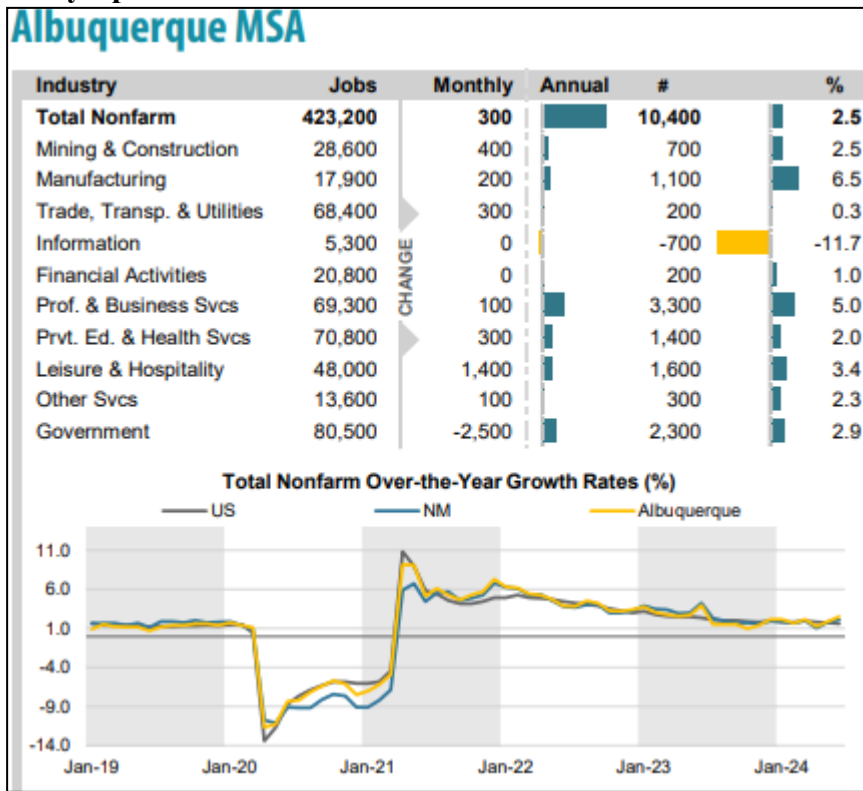
**Exhibit 11: Top 10 of Employment by Industry Data exported on Monday, August 12th, 2024**  
 Source: JobsEQ - Employment and projection data as of 2024 Q1

The pie chart in *Exhibit 11* indicates that **Health Care and Social Assistance** leads the Central Region’s employment with 76,000 jobs, underscoring its dominance in the local economy. This is consistent with the trends observed in job postings and overall employment data.

**Retail Trade** and **Accommodation and Food Services** also have significant shares of employment as shown in *Exhibit 12* with 44,000 and 43,000 jobs, respectively, and demonstrates the importance of these jobs in the local job market and their roles in sustaining Albuquerque’s economy.

In the Central Region, employment in the **Professional, Scientific, and Technical Services** represents 40,000 jobs; **Educational Services** represents 32,000 jobs; **Construction** represents 31,000 jobs; and **Administrative and Support and Waste Management** represent 27,000 jobs. **Public Administration** with 25,000 jobs, **Manufacturing** with 18,000 jobs and **Transportation and Warehousing** with 17,000 jobs completes the Central Region’s employment numbers in the top 10 Central Region industries.

**Exhibit 12 Industry-Specific Job Data**



**Exhibit 12: Job Data by Industry**  
 Source: NMDWS Labor Market Review June 2024 – Albuquerque’s Employment

**Exhibit 12** provides the Central Region’s job data by industry and shows the employment growth landscape for the Albuquerque MSA as reported in the NMDWS June 2024 Labor Market Review.

The above chart shows that over the past year, the Albuquerque MSA experienced a growth of 10,400 jobs in total nonfarm employment, representing a 2.5% increase, while the government sector added 2,300 jobs (2.9%).

Notable growth occurred in Professional and Business Services (up 3,300 jobs, or 5.0%), Leisure and Hospitality (up 1,600 jobs, or 3.4%), and Private Education and Health Services (up 1,400 jobs, or 2.0%).

Manufacturing also grew significantly (up 1,100 jobs, or 6.5%), alongside Mining and Construction (up 700 jobs, or 2.5%).

**Exhibit 12** shows the Information Industry saw a notable decline, losing 700 jobs (11.7%). This decrease in Information Industry jobs may indicate a need for additional future research to better define and track Information related jobs. It’s important to note that Information sector occupations vary greatly and are required at some level within every industry sector. For example, an individual employed within the Healthcare or Film Industry sectors may have a primary role in providing Information Technology and Digital services. As such these Information Industry occupations are likely being tracked and included as Healthcare or Film Industry sector jobs as opposed to Information Industry jobs. The nature of Information

related occupations and how they are categorized by industry sector will become clearer as a direct result the work that will be accomplished over the next 4-years to achieve the State Plan Sector Strategy goals.

The public sector growth was driven by local government (up 1,300 jobs, or 3.4%) and state government (up 1,200 jobs, or 4.7%), while federal government employment slightly decreased (down 200 jobs, or 1.3%).

The analysis of the Albuquerque MSA's employment landscape reveals a multifaceted economy with both strong growth sectors and areas of potential concern. Key industries such as Health Care and Social Assistance, Professional, Scientific, and Technical Services, and Construction continue to be crucial drivers of economic growth, as evidenced by their significant contributions to employment and their steady demand for workers. These sectors not only provide substantial employment opportunities but also offer stability and resilience, which are vital for sustaining the Central Region's economic health.

Overall, Albuquerque's economy is bolstered by its strong healthcare sector, growing construction industry, and robust public sector employment. The city's relatively low cost of living continues to enhance the purchasing power of its residents, making it an attractive place for both businesses and workers. To sustain and build upon this momentum, it will be crucial for stakeholders to address emerging challenges, support key industries, and ensure that workforce development efforts are aligned with future job market demands.

***c. Knowledge and skills needed to meet the employment needs of the employers in the region, including employment need in in-demand industry sectors and occupations (§679.560(a)(2))***

Throughout the State Plan are references that job seekers lack soft skills. The State Rehabilitation Council (SRC) summarized the need all employers have cited as a barrier to hiring: "The [SRC] is concerned about the lack of appropriate soft skills that are increasingly missing in those persons who are seeking to be employed, and most especially amongst younger workers. The Council is concerned that the acquisition of soft skills is necessary to become and remain employed and recommends that the agency provide more training and support in this area." **Source: WIOA State Plan 2024-2027, page 254.**

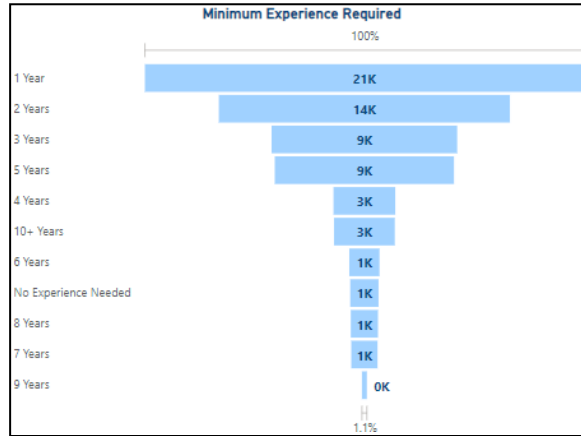
Per the State Plan, page 36, NMDWS offers a series of free, on demand, on-line, workshops on soft skills in the workplace; however, the lack of effective soft skills training curriculum and providers continues to be a barrier for employers and job seekers alike.

The Future of Work Institute estimates that 65% of children entering primary school today will end up working in completely new job types that don't yet exist. Globally, one billion people are estimated to need reskilling by 2030 because of technology's impacts on work. Over the next 2 years, 48% of the total global workforce will work in a mobile or hybrid arrangement. Our stakeholders took from these facts the need to develop uniquely human foundational skills and the absolute necessity of digital literacy. **Source: WIOA State Plan 2024-2027 Page 73.**



The following provides an overview of the experience, credentials, and skills currently in demand by employers in the Central Region.

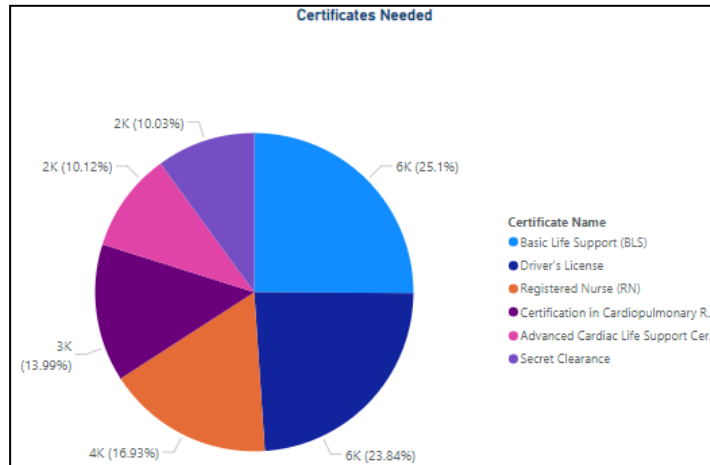
**Exhibit 13 Minimum Experience Required**



**Exhibit 13: Minimum Experience Required**  
 Data exported on Wednesday, August 14th, 2024  
 Source: JobsEQ – Knowledge and Skills Needed in the Active Job Ads in the Past 12 Months

The bar chart in *Exhibit 13* indicates that most job postings in the Albuquerque MSA demand candidates with at least 1 year of experience, making it the most common requirement. Interestingly, some positions, though fewer, do not require any experience, indicating entry-level opportunities. However, the prevailing trend suggests that employers increasingly value a minimum of 1 year of relevant experience in the field.

**Exhibit 14 Certificates Needed**



**Exhibit 14: Certificates Needed in the Active Job Ads** Data exported on Wednesday, August 14, 2024  
 Source: JobsEQ – Knowledge and Skills Needed in the Active Job Ads in the Past 12 Months

The pie chart in *Exhibit 14* highlights the distribution of certificates required across job postings. Given that the Healthcare and Social Assistance industry leads in both job demand and employment, it's unsurprising to see certifications related to healthcare dominate the list. The most common certifications include:

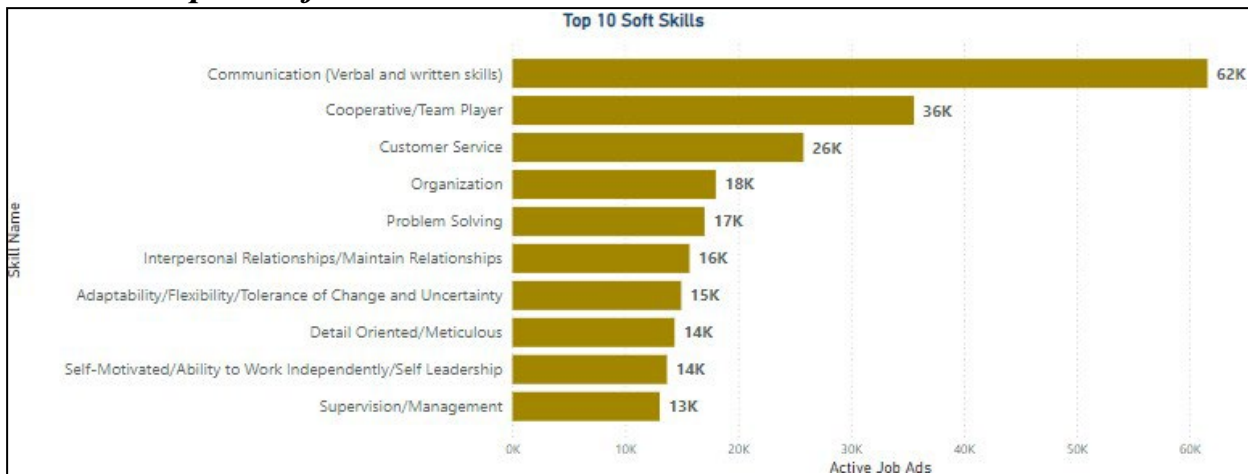
## ✓ Basic Life Support (BLS)

- ✓ Registered Nurse (RN)
- ✓ Certification in Cardiopulmonary Resuscitation (CPR)
- ✓ Advanced Cardiac Life Support Certification (ACLS)

These certifications are essential for securing positions in the healthcare sector, which continues to be a significant employer in the region.

In addition, the demand for truck drivers remains high across most of the Central Region's top 10 employers by industry (please see above *Exhibit 11*). To gain employment as a commercial truck driver, individuals are required to obtain a Commercial Driver's License (CDL). Commercial vehicles include heavy-duty trucks, buses, and trailers, as well as any vehicle that carries hazardous materials or more than 15 passengers.

### *Exhibit 15 Top 10 Soft Skills:*



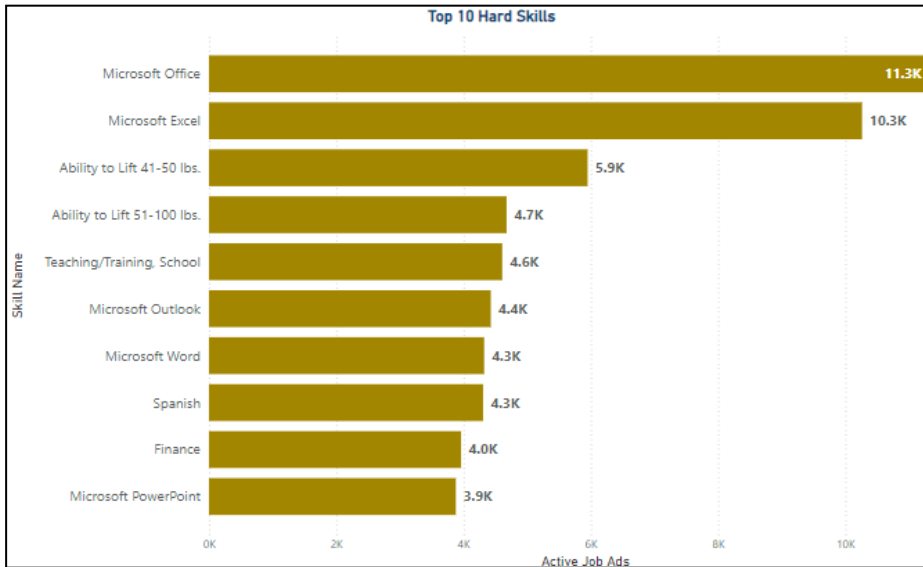
*Exhibit 15: Top 10 Soft Skills in the Active Job Ads Data exported on Wednesday, August 14, 2024*

*Source: JobsEQ – Knowledge and Skills Needed in the Active Job Ads in the Past 12 Months*

The bar chart in *Exhibit 15* outlines the top 10 soft skills sought after in Central Region job postings.

- **Communication (Verbal and Written Skills)** emerges as the most sought-after skill, reflecting the high value employers place on clear and effective communication.
- Soft skills like **Cooperative/Team Player** and **Customer Service** are also highly valued, highlighting the importance of emotional intelligence in fostering teamwork, customer relations, and leadership within organizations.
- **Organization and Problem Solving** are crucial for managing tasks and addressing challenges efficiently, which are skills that closely align with critical thinking.
- The emphasis on **Adaptability/Flexibility** suggests that employers are looking for individuals who can thrive in a rapidly changing job market by being resilient and open to change.
- **Team player/cooperative** skills are also highlighted, indicating that leadership and the ability to influence others are essential, even in non-managerial roles.

**Exhibit 16 Top 10 Hard Skills:**



**Exhibit 16: Top 10 Hard Skills in the Active Job Ads Data exported on Wednesday, August 14th, 2024**  
*Source: JobsEQ – Knowledge and Skills Needed in the Active Job Ads in the Past 12 Months*

The bar chart in **Exhibit 16** lists the top 10 hard skills required in the Central Region job postings, paired with their associated median wages.

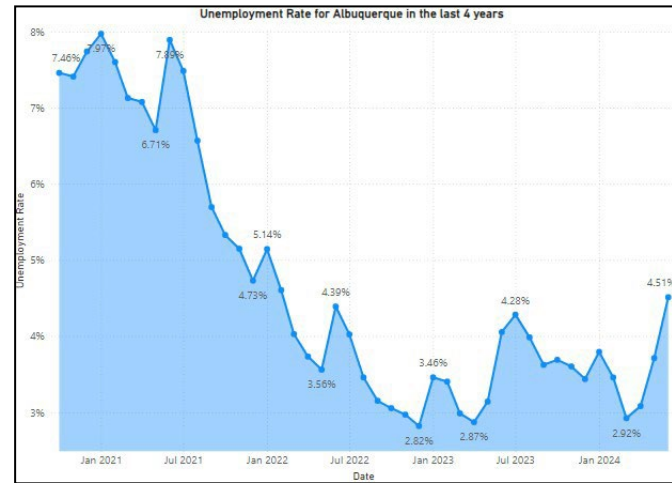
- Computer skills are the most common needed hard skills, with tools like **Microsoft Office, Excel, Outlook, and Word** being in high demand.
- The need for proficiency in these digital tools underscores the growing importance of **data literacy** and the ability to organize, analyze, and present data effectively.
- Although specific AI/ML skills aren't highlighted in this snapshot, the demand for technical proficiency in tools like Excel indicates the foundational role these skills play in the early stages of digital transformation within the region.

The above data highlights the critical skills, experience, and certifications that are currently in demand among employers in the Central Region. To meet these employment needs, it is essential for job seekers to develop and demonstrate proficiency in both soft and technical skills, with particular emphasis on digital tools like Microsoft Office, communication, and customer service. Additionally, for those interested in the healthcare industry, obtaining relevant certifications is crucial for entering and succeeding in these high-demand sectors.

***d. Analysis of the regional workforce, including current labor force employment and unemployment data, information on labor market trends, and educational and skill levels of the workforce, including individuals with barriers to employment (§679.560(a)(3))***

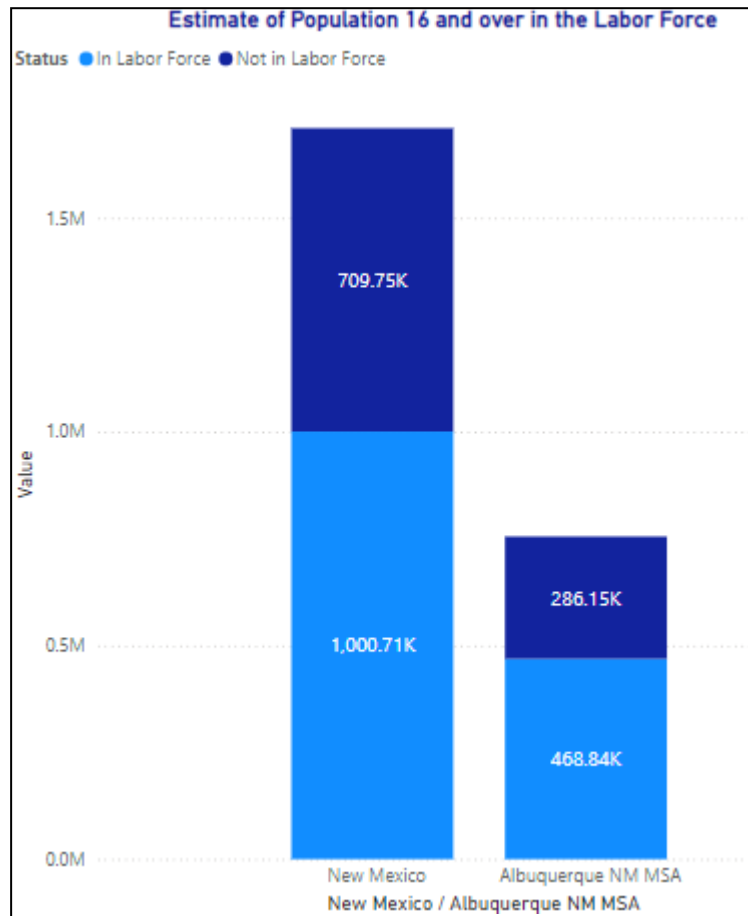
***Exhibit 17 Unemployment Rate in Albuquerque (Last 4 Years)***

***Exhibit 17*** shows unemployment rate trends in Albuquerque NM MSA over the last four years, highlighting a notable decrease from approximately 8% in 2020 to around 3% in 2024. However, a slight uptick is observed towards the end of the period (4.51%), suggesting potential emerging challenges or cyclical changes in the labor market. The general trend indicates a strong recovery and a relatively healthy labor market in Albuquerque. However, the recent increase in unemployment warrants close monitoring to determine if this is a temporary fluctuation or the start of a new trend.



***Exhibit 17: Unemployment Rate for Albuquerque in the last 4 years Source: Labor Market Review June 2024 (DWS)***

## Exhibit 18 Estimate of Population 16 years old and Over in the Labor Force



**Exhibit 18: Estimate of Population 16 and over in the Labor Force** Source: Census Bureau of NM - [https://data.census.gov/table/ACSDP1Y2022.DP03?t=Employment%20and%20Labor%20Force%20Status&g=040XX00US35\\_310XX00US10740](https://data.census.gov/table/ACSDP1Y2022.DP03?t=Employment%20and%20Labor%20Force%20Status&g=040XX00US35_310XX00US10740)



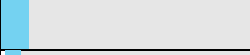
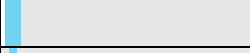
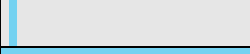

The bar chart in **Exhibit 18** compares the population in the labor force versus those not in the labor force for New Mexico and the Albuquerque MSA.

In the Central Region the population of the labor force is approximately 755,000 individuals aged 16 years and over. Of these individuals approximately 469,000 are in the labor force, whereas approximately 286,000 individuals aged 16 or older are not participating in the labor force.

In New Mexico there are approximately 1.7 million people in the labor force aged 16 years and over. Approximately 710,000 individuals are not participating in the labor force.

In both the Central Region and the State, the significant portion of the population not in the labor force could be due to a variety of reasons including students unable or unwilling to work, individuals working in the gig economy (a labor market characterized by the prevalence of short-term contracts or freelance work as opposed to permanent jobs), retirees, or individuals unable to work due to disabilities or incarceration.

**Exhibit 19 Openings by Educational Levels**

Education Levels		
Minimum Education Level	New Job Ads	
High school diploma or equivalent	24,113	
Bachelor's degree	19,341	
Associate's degree	4,791	
Master's degree	2,618	
Doctoral or professional degree	1,385	
Unspecified/other	51,171	

**Exhibit 19: Source: JobsEQ® Data reflect online job postings for the 12-month period from 7/11/2023 to 7/11/2024, meeting the following criteria: This region: Albuquerque, NM MSA**

**Exhibit 19** shows the number of job openings by educational level and indicates most job openings require a high school diploma or a bachelor’s degree, but a significant portion of job ads do not specify educational requirements. This suggests that many jobs may be accessible to a broader range of applicants, depending on their skills and experience. Also, this data reflects that people without high school diploma or GED will have barriers to finding employment.

The overall employment situation is positive, with high employment rates and a relatively low unemployment rate. However, there are challenges, such as the July 2024 increase in unemployment and the large portion of the population not participating in the labor force.

As shown in **Exhibit 20** below, the average population in the Albuquerque MSA was 899,000 per American Community Survey data for 2017-2021. In the 2022 Census the population in the Albuquerque MSA was 923,925.

### Exhibit 20 Population by Year in Albuquerque NM MSA

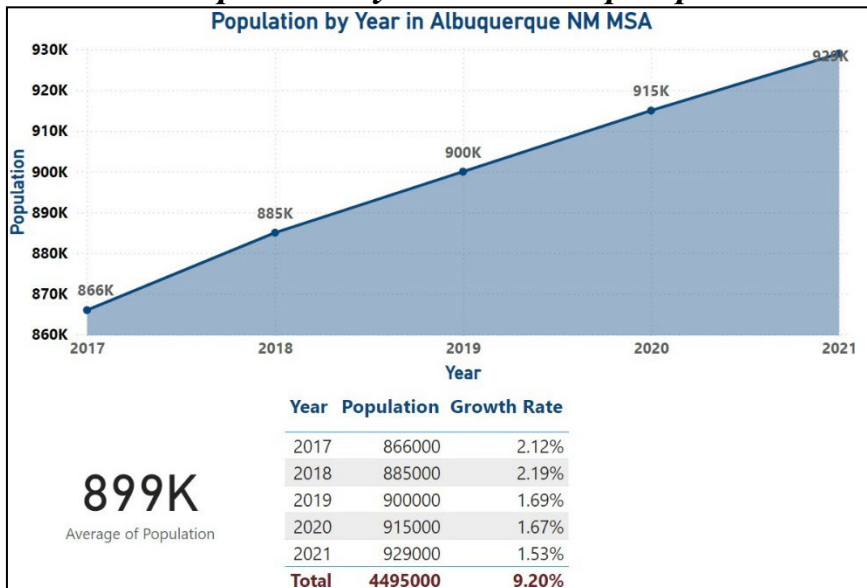


Exhibit 20: Population by Year in Albuquerque NM MSA (2017-2021) Source: MacroTrends - <https://shorturl.at/kwkYb>

### Exhibit 21 Educational Attainment in Albuquerque NM MSA

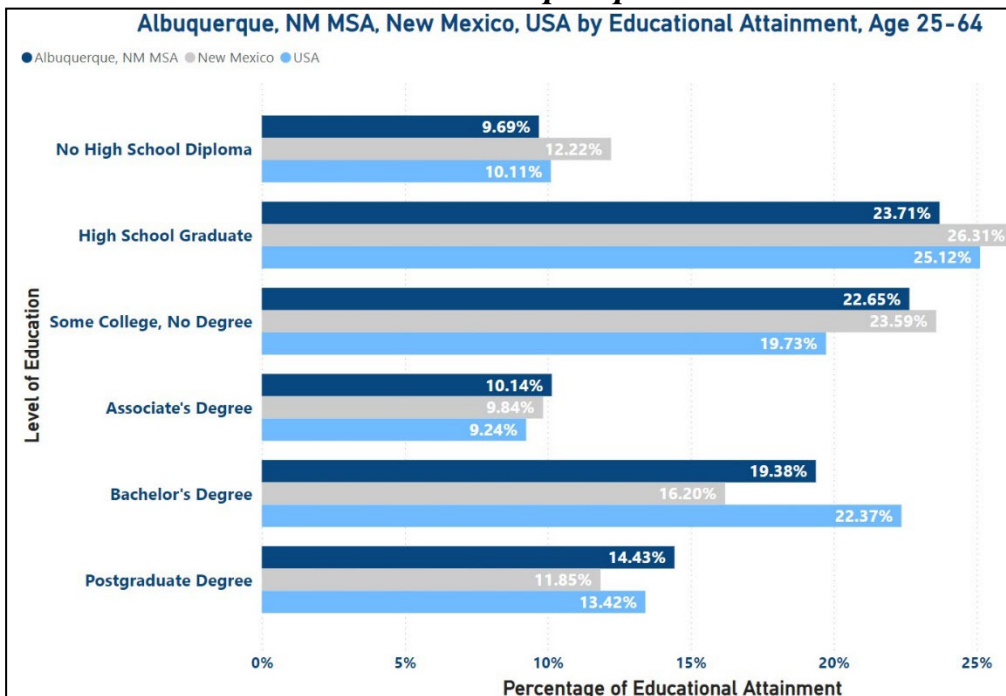


Exhibit 21: Educational Attainment in Albuquerque NM MSA Exported on: Wednesday, September 4, 2024 12:14 PM  
Source: JobsEQ – Demographic Profile - American Community Survey 2018-2022

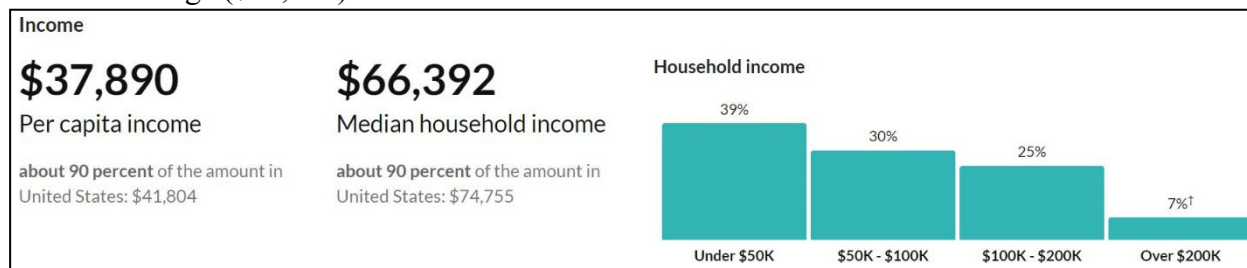
**Exhibit 21** illustrates the educational attainment of individuals aged 25-64 in the Central Region, compared to New Mexico and the USA. The data demonstrates the following:

- **No High School Diploma:** 9.69% of the population in the Albuquerque MSA do not have a high school diploma, which is slightly lower than the state average (10.11%) and significantly lower than the national average (12.22%).
- **High School Graduate:** 23.71% of the Central Region population are high school graduates, which is slightly lower than both the state (26.31%) and national averages (25.12%).
- **Some College, No Degree:** 22.65% of the Central Region population have attended some college but did not earn a degree. This percentage is slightly lower than the state average (23.59%) and the national average (23.56%).
- **Associate's Degree:** 10.14% of the Central Region population hold an associate's degree, which is comparable to the state (9.84%) and national averages (9.24%).
- **Bachelor's Degree:** 19.38% of the population in the Albuquerque MSA hold a bachelor's degree. This percentage is higher than the state average (16.20%) but lower than the national average (22.37%).
- **Postgraduate Degree:** 14.43% of the Central Region population hold a postgraduate degree, which is higher than the state average (11.85%) but slightly lower than the national average (13.42%).

This data suggests that Albuquerque has a relatively well-educated population compared to the state averages, especially in terms of higher education, but slightly lags the national averages in certain categories like bachelor's and postgraduate degrees.

**Exhibit 22 Income in the Central Region**

As shown in **Exhibit 24** below, the per capita income in the Albuquerque MSA is \$37,890, which is about 90% of the national average (\$41,804). The median household income is \$66,392, also about 90% of the national average (\$74,755).

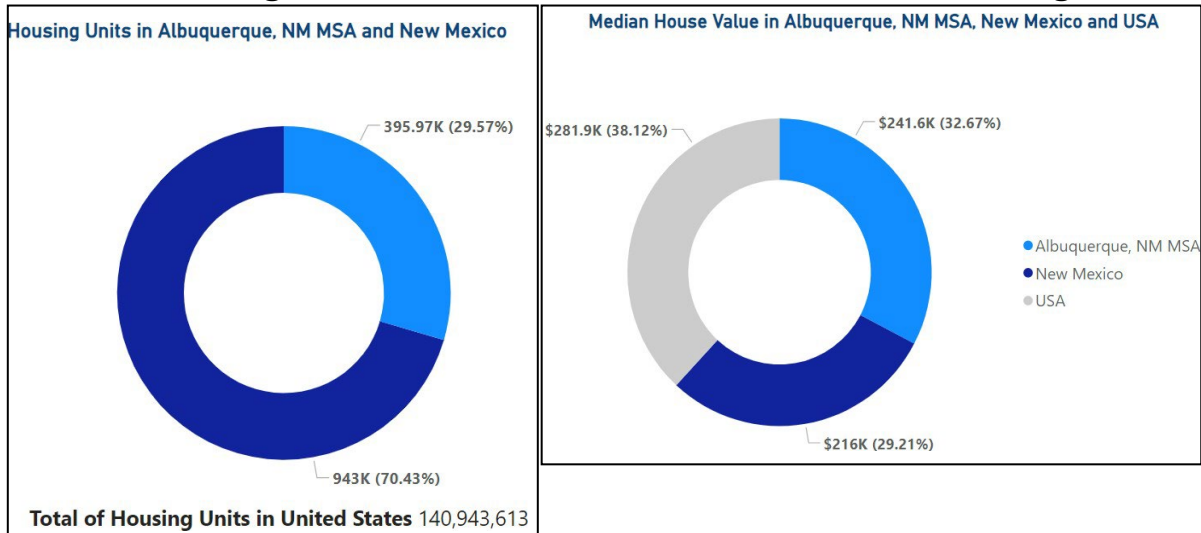


**Exhibit 22: Income in the Central Region**

Source: Census Reporter - <https://censusreporter.org/profiles/31000US10740-albuquerque-nm-metro-area/>



### Exhibit 23: Housing Units and Median House Value in the Central Region



**Exhibit 23: Housing Units and Median House Value in Albuquerque NM MSA Exported on: Wednesday, September 4, 2024, 12:14 PM**  
**Source: JobsEQ – Demographic Profile - American Community Survey 2018-2022**

As illustrated above in **Exhibit 23**, the Albuquerque MSA has approximately 396,000 housing units, which represents approximately 30% of the total housing units in New Mexico. New Mexico has a total of 943,000 housing units, representing 36.46% of the nation’s housing.

In the Albuquerque MSA, the median house value is \$241,600, which is higher than the state average of \$216,000 but lower than the national average of \$281,900.

These exhibits illustrate that while Albuquerque's income levels are slightly below the national average, the housing market offers relatively affordable options compared to the broader United States, with median house values significantly below the national average. This balance between income and housing costs can impact the overall economic outlook and quality of life in the region.

### Exhibit 24 Demographics Comparisons Central Region, State, and USA

Summary						
	Percent			Value		
	Albuquerque, NM MSA	New Mexico	USA	Albuquerque, NM MSA	New Mexico	USA
<b>Demographics</b>						
Population (ACS)				915,968	2,112,463	331,097,593
Male	49.5%	49.8%	49.6%	453,044	1,052,858	164,200,298
Female	50.5%	50.2%	50.4%	462,924	1,059,605	166,897,295
Median Age <sup>2</sup>				39.0	38.6	38.5

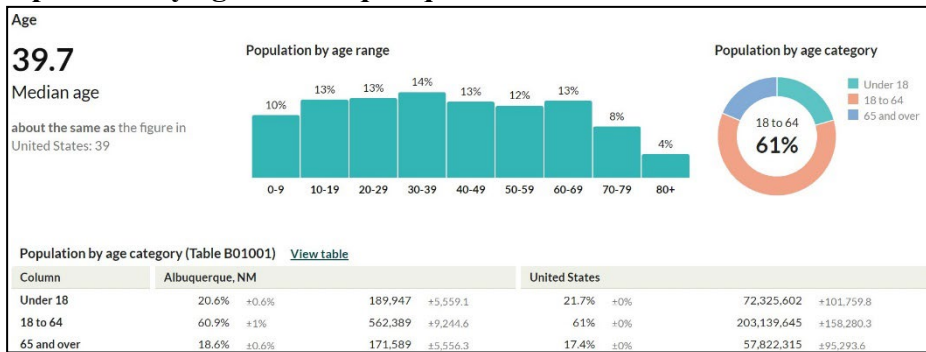
Summary						
	Percent			Value		
	Albuquerque, NM MSA	New Mexico	USA	Albuquerque, NM MSA	New Mexico	USA
<b>Demographics (continued)</b>						
Under 18 Years	21.5%	22.4%	22.1%	196,490	473,478	73,213,705
18 to 24 Years	9.1%	9.7%	9.4%	82,904	205,077	31,282,896
25 to 34 Years	13.9%	13.2%	13.7%	127,325	279,478	45,388,153
35 to 44 Years	13.3%	12.5%	12.9%	121,370	264,341	42,810,359
45 to 54 Years	11.8%	11.2%	12.4%	108,149	237,076	41,087,357
55 to 64 Years	13.0%	12.8%	12.9%	118,691	270,341	42,577,475
65 to 74 Years	10.7%	10.9%	9.7%	97,689	229,716	32,260,679
75 Years and Over	6.9%	7.2%	6.8%	63,350	152,956	22,476,969
Race: White	60.6%	59.2%	65.9%	555,140	1,250,614	218,123,424
Race: Black or African American	2.6%	2.1%	12.5%	24,229	44,894	41,288,572
Race: American Indian and Alaska Native	6.0%	9.4%	0.8%	54,872	198,140	2,786,431
Race: Asian	2.4%	1.6%	5.8%	21,590	34,400	19,112,979
Race: Native Hawaiian and Other Pacific Islander	0.1%	0.1%	0.2%	984	1,849	624,863
Race: Some Other Race	10.1%	11.1%	6.0%	92,277	233,978	20,018,544
Race: Two or More Races	18.2%	16.5%	8.8%	166,876	348,588	29,142,780
Hispanic or Latino (of any race)	49.9%	49.8%	18.7%	456,676	1,051,626	61,755,866
<b>Population Growth</b>						
Population (Pop Estimates) <sup>4</sup>				922,296	2,114,371	334,914,895
Population Annual Average Growth <sup>4</sup>	0.2%	0.1%	0.6%	1,715	2,154	1,885,495
People per Square Mile <sup>4</sup>				99.3	17.4	94.8
<b>Economic</b>						
Labor Force Participation Rate and Size (civilian population 16 years and over)	60.8%	57.2%	63.3%	449,143	962,817	167,857,207
Prime-Age Labor Force Participation Rate and Size (civilian population 25-54)	80.9%	77.2%	82.8%	286,399	596,292	106,380,520
Armed Forces Labor Force	0.6%	0.8%	0.5%	4,370	13,880	1,236,378
Veterans, Age 18-64	5.8%	5.5%	4.3%	31,938	67,738	8,636,019
Veterans Labor Force Participation Rate and Size, Age 18-64	75.4%	73.1%	77.1%	24,095	49,493	6,656,238
Median Household Income <sup>2</sup>				\$63,739	\$58,722	\$75,149
Per Capita Income				\$36,043	\$32,667	\$41,261
Mean Commute Time (minutes)				24.4	23.1	26.7
Commute via Public Transportation	1.0%	0.7%	3.8%	4,4	6,747	5,945,723

Summary						
	Percent			Value		
	Albuquerque, NM MSA	New Mexico	USA	Albuquerque, NM MSA	New Mexico	USA
<b>Educational Attainment, Age 25-64</b>						
No High School Diploma	9.7%	12.2%	10.1%	46,085	128,413	17,373,867
High School Graduate	23.7%	26.3%	25.1%	112,730	276,543	43,176,248
Some College, No Degree	22.6%	23.6%	19.7%	107,707	247,970	33,916,989
Associate's Degree	10.1%	9.8%	9.2%	48,225	103,426	15,886,884
Bachelor's Degree	19.4%	16.2%	22.4%	92,154	170,333	38,451,123
Postgraduate Degree	14.4%	11.8%	13.4%	68,634	124,551	23,058,233
<b>Housing</b>						
Total Housing Units				395,967	943,149	140,943,613
Median House Value (of owner-occupied units) <sup>2,5</sup>				\$241,599	\$216,000	\$281,900
Homeowner Vacancy	1.0%	1.3%	1.1%	2,424	7,520	931,393
Rental Vacancy	6.1%	6.7%	5.5%	7,777	18,578	2,623,236
Renter-Occupied Housing Units (% of Occupied Units)	32.3%	31.3%	35.2%	118,861	254,673	44,238,593
Occupied Housing Units with No Vehicle Available (% of Occupied Units)	6.0%	5.8%	8.3%	22,212	46,831	10,474,870
<b>Social</b>						
Poverty Level (of all people)	15.6%	18.3%	12.5%	140,829	378,651	40,521,584
Households Receiving Food Stamps/SNAP	16.2%	18.1%	11.5%	59,697	147,063	14,486,880
Enrolled in Grade 12 (% of total population)	1.3%	1.4%	1.4%	12,322	29,089	4,476,703
Disconnected Youth <sup>3</sup>	3.9%	4.1%	2.5%	1,855	4,794	430,795
Children in Single Parent Families (% of all children)	42.1%	44.0%	34.0%	77,560	193,748	23,568,955
Uninsured	8.1%	9.5%	8.7%	73,501	197,546	28,315,092
With a Disability, Age 18-64	13.2%	13.9%	10.5%	72,638	169,940	20,879,820
With a Disability, Age 18-64, Labor Force Participation Rate and Size	45.3%	41.8%	45.5%	32,883	71,076	9,492,098
Foreign Born	9.1%	9.2%	13.7%	83,646	194,320	45,281,071
Speak English Less Than Very Well (population 5 yrs and over)	7.2%	8.8%	8.2%	62,153	176,533	25,704,846

**Exhibit 24: Demographic Profile in Albuquerque NM MSA Exported on: Wednesday, September 4, 2024, 12:14 PM**

**Source: JobsEQ – Demographic Profile - American Community Survey 2018-2022**

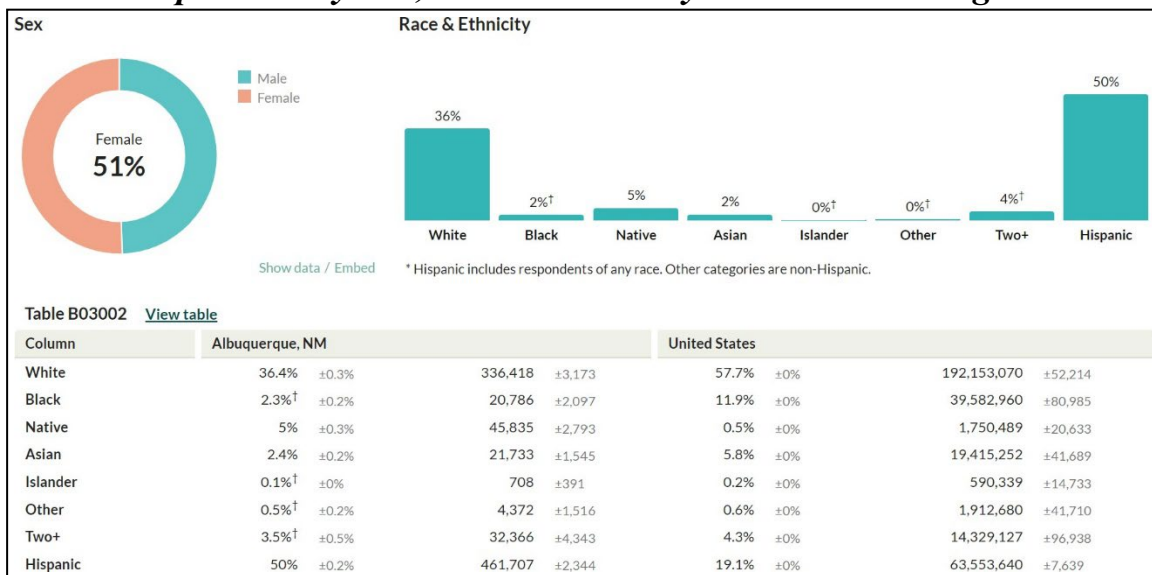
**Exhibit 25 Population by age in Albuquerque NM MSA**



**Exhibit 25: Population by age in Albuquerque NM MSA**  
Source: Census Reporter - <https://censusreporter.org/profiles/31000US10740-albuquerque-nm-metro-area/>

As shown above in **Exhibit 25**, the median age in the Central Region is 39.7 years. The majority of the population falls within the 18 to 64 age range, making up 61% of the population. Among age groups, the 30-39 range has the largest share, followed by those under 18, who make up 20.6% of the population.

**Exhibit 26 Population by Sex, Race & Ethnicity in the Central Region**



**Exhibit 26: Population by sex, race & ethnicity in Albuquerque NM MSA**  
Source: Census Reporter - <https://censusreporter.org/profiles/31000US10740-albuquerque-nm-metro-area/>

As shown above in **Exhibit 26**, 51% of the population in the Central Region is female. The population is also notably diverse, with 50% identifying as Hispanic, followed by 36% identifying as White.

## C. SCOPE OF PROCUREMENT

WCCNM anticipates funding contracts for the one-year period from July 1, 2025 through June 30, 2026. Pending performance, compliance, and available funding, each contract will be renewable on an annual basis for one or two option years until June 30, 2029. Bidders are asked to submit budgets for a one-year period. WCCNM anticipates awarding a single contract for the Adults and Dislocated Workers Service for the 2025-2026 contract year, based on USDOL and NMDWS allocations. Upon recommendation and approval of the provider(s), budget negotiations will begin.

## D. PROCUREMENT MANAGER

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

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

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

## E. WIOA

1. Overview

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

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

- Training that leads to industry-recognized credentials;
- Design and use of career pathways in priority industry sectors to provide education,

training, and employment assistance to accelerate job seekers' educational and career advancement; and

- Improved customer choice and quality through multiple methods, including Individual Training Accounts (ITAs), pay for performance contracts and direct contracts with higher education providers.

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

These elements include:

- Employer Engagement: Work up-front with employers, industry associations, and unions to determine local hiring needs and design responsive training and services, and seek employer commitments to provide work-based learning opportunities and to hire program graduates;
- Earn-and-Learn: Offer work-based learning opportunities such as on-the-job training (OJT) internships, and apprenticeships as training paths to employment;
- Use of Data: Gather, analyze, and make use of labor market data to inform program offerings, guide job seekers, and improve provider accountability;
- Outcome Measurement: Measure and evaluate employment and earnings outcomes to inform job-seekers and to help programs continuously improve;
- Career Pathway “Stepping Stones”: Support job-seekers’ progression from one step to another toward education, credentials, and employment goals;
- Opening Doors: Provide supportive services such as transportation, child care, financial and benefits counseling, and career guidance, as well as accommodations for persons with disabilities, to allow all individuals to benefit from workforce opportunities; and
- Regional Partnerships: Coordinate among One Stop Career Centers, employers, education and training providers, economic development agencies, labor, philanthropy, community-based organizations, and other private and public entities in order to leverage resources, design and implement sector strategies, and provide a network of employment, training, and related services.

## 2. WCCNM’s Strategic Plan

WCCNM’s Workforce System Strategies include the following:<sup>1</sup>

Strategic Areas of Focus: ( *Please note that the following are excerpts from the comprehensive WCCNM Four Year Plan, access to this plan is available via the following link [www.wccnm.org/wp-content/uploads/2024/11/WCCNM-4-Year-Plan-MASTER-FINAL-1\\_15\\_2025-rev.pdf](http://www.wccnm.org/wp-content/uploads/2024/11/WCCNM-4-Year-Plan-MASTER-FINAL-1_15_2025-rev.pdf)* )

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<sup>1</sup> WCCNM Local Area Four -Year Plan -Program Years 2024 – 2027.

In addition to the WCCNM program activities and Continuous Quality Improvements, the WCCNM supports the State Workforce Development Board's goals and strategies as described in the State Plan and beginning in PY24 will utilize S.M.A.R.T. goal action plans to develop, implement, and measure the Central Region's progress in achieving the State's and WCCNM's new goals and objectives. The S.M.A.R.T. framework sets clear objectives, emphasizing the importance of measurable and achievable goals and includes the following criteria:

- ✓ Specific: Targeting a particular area for improvement.
- ✓ Measurable: Quantifying, or at least suggesting, an indicator of progress.
- ✓ Assignable: Defining responsibility clearly.
- ✓ Realistic: Outlining attainable results with available resources.
- ✓ Time-related: Including a timeline for expected results.

With the release of the State's Four-Year Plan, the State Workforce Development Board (SWDB) developed goals and strategies that each of the four state LWDB's are required to align with and support. Per the State Plan the NMDWS will lead the process by developing a shared vision and process for the implementation of each goal/strategy.

A significant responsibility will be the development of S.M.A.R.T. goals and action plans. This requires a shared partner commitment for developing, owning, and completing activities and timelines.

The following NMDWS and WCCNM Cross-Goal Strategies directly support the State's Alignment Strategies. In collaboration with the NMDWS, the WCCNM has and will continue to demonstrate its ongoing support.

**Cross-Goal Strategy 1:** Collaborate across WIOA partners, workforce regions, education providers, and employers to develop comprehensive strategies for priority sectors that are tailored to Central Region for outreach and recruitment.

WCCNM, continues to work with stakeholders to move toward achieving an employer-driven sector strategy model. This work is to facilitate the development of a statewide sector strategy model template that identifies employer needs with a focus on employer-driven training and career pathways development for each in-demand sector.

Sector Strategy development remains a high priority for the Central Region. WCCNM's Sector Strategy and Career Pathway approach has focused more on general business engagement and employer outreach to promote various individual programs including Apprenticeships, OJT's, Work Experience, Incumbent Worker and Customized Training, etc.

These employer outreach efforts are routinely made by WCCNM's program partner personnel and resources. As a result, employer outreach and engagement efforts are often:

- poorly coordinated and tracked, which increases the risk of duplication of resources;
- programs are siloed, which creates direct competition between programs;
- and employers are confused on being pitched to by so many state and federal programs.

In addition, the employer outreach efforts are typically specific and limited to the single program being presented. Instead, a successful approach would include:

- a coordinated effort that begins with one program contacting the employer and identifying the employer’s industry sector and all the employer’s needs;
- then collaborating with all the programs that provide those needs to develop a meaningful and streamlined solution for the employer, including identifying other promising practices developed for and by employers in the same industry sector.

WCCNM will ensure that all workforce programs are integrated into sector strategies as appropriate. This will fortify the efforts to keep equity at the forefront of all sector strategies.

**Cross-Goal Strategy 2:** Coordinate with education and training providers and employers in priority sectors to create flexible pathways, certification programs, short-term credentialing, and work-based learning opportunities to prepare for the workforce.

Between siloed funding and mismatched eligibility and program requirements, we often struggle to stay in step with our partners in education and training. The stakeholders emphasized that greater coordination in this area is absolutely essential to achieving all of our goals.

- Grow the number of programs certified on the Eligible Training Provider List (ETPL) to support both in-demand and emerging industries. The ETPL has grown stagnant and is not clearly tied to career pathways in priority sectors. We need to communicate the value of being on the ETPL and fill any gaps that we identify through the lens of our sector strategies.
- Improve the quality of data from ETPL providers through technical assistance and quality control initiatives, including those reporting through the Higher Education Department and those reporting directly to the workforce system.
- Identify and encourage/fund programs that have additional supports for difficult to engage and historically underserved populations. Our education and training partners have many programs to connect and support the underserved populations. Some special or priority populations the Central Region workforce system serves include, but are not limited to:
  - ✓ Veterans and eligible spouses
  - ✓ Individuals with disabilities, both youth and adults
  - ✓ English language learners (limited English proficient)
  - ✓ Migrant and seasonal farmworkers
  - ✓ Out-of-school youth
  - ✓ Adult and youth ex-offenders (justice-involved)
  - ✓ Public assistance recipients (TANF, SNAP, SSI, Medicaid, etc.)
  - ✓ Youth in, or previously in, foster care
  - ✓ Homeless individuals, both youth and adults
  - ✓ Runaway youth
  - ✓ Pregnant and parenting youth
  - ✓ The long-term unemployed
  - ✓ Low-income workers earning wages below self-sufficiency
  - ✓ Basic skills deficient individuals
  - ✓ The over 55 age group



- WCCNM will continue to identify grant opportunities that directly support priority and hard-to-serve populations in the Central Region,
- Support and coordinate the marketing of sector-specific New Mexico educational and training programs to out-of-state audiences.

**Cross-Goal Strategy 3:** Work with the NM Public Education Department (PED), workforce system partners, and employers to increase outreach in middle and high schools and help students explore available career paths in priority sectors by streamlining and clearly defining the path among work-based learning programs. New Mexico has done a great job of investing in programs to connect youth to work. Unfortunately, those programs are not connected to each other or our sector strategies. This strategy aims to address this challenge.

- Stakeholders identified that can be matched to priority sectors and underserved populations, including:
  - ✓ Summer Enrichment Internship Program
  - ✓ New Mexico Career Pathways
  - ✓ Careers2Communities
  - ✓ High School Career Counselors
  - ✓ New Mexico Job Corps
  - ✓ Pre-Apprenticeship Programs
  - ✓ Workforce Pathways for Youth
  - ✓ WIOA Youth Program
  - ✓ NM Internship Plus
  - ✓ New Mexico Graduation Reality and Dual-role Skills (NM GRADS)
- Requirements all partners with work-based learning opportunities track the demographics and outcomes of participants. NMDWS is also working on developing educational outcomes for these programs. Agency leadership and the State Workforce Development Board (SWDB) will monitor these data regularly to identify opportunities for expansion or refocusing programs as needed.

WCCNM supports the need to increase outreach in middle and high schools to expose students to different career options and associated career pathways that provide step-by-step training and certification guidance, including work-based learning programs that support in-demand industry sectors. WCCNM's WIOA Adult, Dislocated Worker and Youth service providers track the demographics and outcomes of work-based learning participants and work with these participants to continue their career pathway development beyond their work-based learning experiences.

WCCNM continues to work to develop stronger collaboration with the NM Public Education Department (NMPED) to find ways to increase the engagement of in-school youth in its Career Technical Education (CTE) programs. CTE provides students of all ages with the academic and technical skills necessary to succeed in future careers and to become lifelong learners. WIOA requires that 20% of WCCNM's in-school youth participants include those within the Central Region's CTE programs to further enhance their chosen career pathway goals.

### 3. Local Requirements

- The WCCNM system will utilize all available resources to serve the increased numbers of workers in need through the use of regular formula funding and additional federal funds when available. With the availability of additional funds, an increased number of workers may be served, through regular WIOA; in addition, ETA grants received through workforce partners where referrals or co-enrollments can occur.
- Partners within our system include state and local agencies, school districts, community-based organizations, faith-based organizations, higher education, ABE, Job Corps, Division of Vocational Rehabilitation, Commission for the Blind, Ticket to Work, SL-Start, Goodwill Industries, Veterans programs, as well as other resource organizations and agencies.
- Closer coordination between the Career Development Specialists, partner and Business Unit staff, will facilitate in the preparation of our Region's under skilled adults, unemployed, dislocated workers, and other most in need populations for sustaining job opportunities and assist to gain a better understanding of labor market trends. This collaboration will result in the "supply pipeline" needed by business in high growth industries to fill job vacancies. Staff will begin to meet with the Board's re-established Business Alliance groups (Health Care, Green Jobs, and Construction) to identify gaps and ensure that the local workforce system is aligned with their local and regional efforts. The WCCNM will also strengthen employer awareness for workforce services by establishing strong business relationships with employers throughout the area, through the use of our local Business Units and the Boards' outreach efforts.
- The WCCNM adults and dislocated workers staff will thoroughly connect adults and dislocated workers and other targeted groups with a range of services and activities including quality secondary and post-secondary educational opportunities. These opportunities will be recognized through the use of Career Services, Individual Training Accounts (ITA), intensive trainings, partner referrals, and apprenticeships, as well as needs-based payments and supportive services activities. This approach will ensure a continuum of education and training opportunities to those individuals who have been impacted by the economy. This may require the WCCNM to design programs/pathways to ensure that education and training at every level are closely aligned with jobs/industries (new and expanding) that are in demand and in high growth occupations in the Central Area.
- The Central Region has and will continue to collaborate with our local partners, through the Partner Memorandum of Understanding (MOU) and beyond, to develop workforce solutions and strategies for regional development and shared prosperity using successful and active workforce partnerships with community colleges, business and labor organizations, apprenticeships and other community organizations.

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

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

#### 4. Adults and Dislocated Workers Services

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

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

Specifically, Adults and Dislocated Workers Activities include:

- Eligibility determination; outreach and intake;
- Initial assessment of skills and supportive service needs;
- Job search and placement assistance;
- Career planning and counseling;
- Provision of information on in-demand occupations and nontraditional employment;
- Recruitment and other business services for employers;
- Referrals to other One-Stop partner programs and other available programs in the community;
- Provision of labor market information;
- Information on supportive services available through other programs;
- Information and assistance with establishing eligibility for financial aid and assistance for educational programs other than WIOA;
- Comprehensive skills assessments;
- In depth interviewing and evaluation of barriers to employment;
- Development of an Individual Employment Plan;
- Group counseling;
- Short term prevocational services;

- Soft skills training; work experience;
- Financial literacy;
- Out of area job search assistance, training, supportive services, OJT, private sector training programs, and skill upgrading and retraining;
- Job readiness training;
- Adult education;
- Literacy activities; and
- Follow-up services.

## F. DEFINITION OF TERMINOLOGY

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

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

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

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

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

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

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

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

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

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

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

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

**“IT”** means Information Technology.

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

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

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

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

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

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

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

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

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

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

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

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

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

## **G. PROCUREMENT LIBRARY**

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library at [www.wccnm.org/library-main/](http://www.wccnm.org/library-main/). The library contains such information as the Procurement Regulations and Request for Proposal, the Workforce Innovation and Opportunity Act (WIOA) and the Workforce Innovation & Opportunity Act New Mexico Combined State Plan for Program Years 2024 – 2027.

## II. CONDITIONS GOVERNING THE PROCUREMENT

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

### A. SEQUENCE OF EVENTS

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

Action	Responsible Party	Due Dates Sample Time Frames
1. Issue RFP	WCCNM	January 31, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	February 7, 2025
3. Pre-Proposal Conference	N/A	N/A
4. Deadline to submit Written Questions	Potential Offerors	February 14, 2025
5. Response to Written Questions	Procurement Manager	February 21, 2025
6. Submission of Proposal	Potential Offerors	<b>No later than 3:00 pm MST/MDT April 1, 2025</b>
7. Proposal Evaluation	Evaluation Committee	April 11, 2025
8. Selection of Finalists	Evaluation Committee	April 11, 2025
9. Best and Final Offers	Agency/Finalist Offerors	April 25, 2025
10. Oral Presentation	Agency/ Finalist Offerors	April 25, 2025
11. Finalize Contractual Agreement	WCCNM/Finalist Offerors	May 9, 2025
10. Contract Awards	Agency/ Finalist Offerors	May 16, 2025
11. Protest Deadline	Protest Manager	May 31, 2025

### B. EXPLANATION OF EVENTS

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

#### 1. Issuance of RFP

This RFP is being issued on behalf of the WCCNM on **January 31, 2025**. Copies of the RFP may be obtained by downloading off the following websites:

<https://www.wccnm.org/library-main/>; or <https://www.wccnm.org/wccnm-board/>.

## 2. Acknowledgement of Receipt

Potential Offerors may hand deliver, return via email, by facsimile or registered or certified mail to the Procurement Manager the "Acknowledgement of Receipt of Request for Proposals Form" that accompanies this document, **APPENDIX A**, to have their organization placed on the procurement distribution list. The form should be signed by an authorized representative of the organization, dated and returned to the Procurement manager by 5:00 pm MST or MDT on **February 7, 2025**.

The procurement distribution list will be used for the distribution of written responses to questions.

## 3. Pre-Proposal Conference

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

## 4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 3:00 PM, **February 14, 2025**. Mountain Standard Time/Daylight Time as indicated in the sequence of events. All written questions must be addressed to the Procurement Manager as declared in **Section I.D**. Questions shall be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question. All questions and answers will be posted on the WCCNM website at <https://www.wccnm.org/library-main/>.

## 5. Response to Written Questions

Written responses to written questions will be distributed as indicated in the sequence of events to all potential Offerors whose organization name appears on the procurement distribution list. An e-mail copy will be sent to all Offeror's that provide Acknowledgement of Receipt Forms described in **Section II.B.2** before the deadline through **February 21, 2025**. All questions and answers will be posted to: <https://www.wccnm.org/library-main/>.

## 6. Submission of Proposal

**ALL OFFEROR PROPOSALS MUST BE RECEIVED FOR REVIEW AND EVALUATION BY THE PROCUREMENT OFFICER OR DESIGNEE NO LATER THAN 3:00 PM MOUNTAIN STANDARD TIME/DAYLIGHT TIME ON APRIL 1, 2025. Proposals received after this deadline will not be accepted.** The date and time of receipt will be recorded on each proposal.



Proposals must be addressed and delivered to the Procurement Manager at the address listed in **Section I.D.1**. Proposals must be sealed and labeled on the outside of the package to clearly indicate that they are in response to the Adults and Dislocated Workers Service Provider of the Workforce Connection of Central New Mexico Procurement No. RFP 2025-003. Proposals submitted by facsimile, or other electronic means, will not be accepted.

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

## **7. Proposal Evaluation**

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

## **8. Selection of Finalists**

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

## **9. Best and Final Offers**

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

## **10. Oral Presentations**

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

## **11. Finalize Contractual Agreements**

Any Contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s) as per schedule **Section II. A.**, Sequence of Events or as soon

thereafter as possible. This date is subject to change at the discretion of the WCCNM Procurement Manager or State Agency Procurement Office. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the time specified, the WCCNM or the State Agency reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

## **12. Contract Awards**

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

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

## **13. Protest Deadline**

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

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

Protests received after the deadline will not be accepted.

## **C. GENERAL REQUIREMENTS**

### **1. Acceptance of Conditions Governing the Procurement**

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

### **2. Incurring Cost**

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

### **3. Eligible Bidders**

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

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

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

#### **4. Prime Contractor Responsibility**

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

#### **5. Subcontractors/Consent**

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

#### **6. Amended Proposals**

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

#### **7. Offeror's Rights to Withdraw Proposal**

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

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

#### **8. Proposal Offer Firm**

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

#### **9. Disclosure of Proposal Contents**

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

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

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

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

## **10. No Obligation**

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

## **11. Termination**

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

## **12. Sufficient Appropriation**

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

## **13. Legal Review**

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

## 14. Governing Law

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

## 15. Basis for Proposal

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

## 16. Contract Terms and Conditions

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

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

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

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

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

## **17. Offeror's Terms and Conditions**

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

## **18. Contract Deviations**

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

## **19. Offeror Qualifications**

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

## **20. Right to Waive Minor Irregularities**

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

## **21. Change in Contractor Representatives**

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

## **22. Notice of Penalties**

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

### **23. WCCNM Rights**

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

### **24. Right to Publish**

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

### **25. Ownership of Proposals**

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

### **26. Confidentiality**

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

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

### **27. Electronic mail address required**

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

### **28. New Mexico Employees Health Coverage**

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



- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage.

## 29. Campaign Contribution Disclosure Form

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

## 30. Letter of Transmittal

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

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

## 31. Pay Equity Reporting Requirements

- A. If the Offeror has ten (10) or more employees OR eight (8) or more employees in the same job classification, Offeror must complete and submit the required reporting form (PE10-249) if they are awarded a contract. Out-of-state Contractors that have no facilities and no employees working in New Mexico are exempt if the contract is

directly with the out-of-state contractor and fulfilled directly by the out-of-state contractor, and not passed through a local vendor.

- B. For contracts that extend beyond one (1) calendar year, or are extended beyond one (1) calendar year, Offeror must also agree to complete and submit the required form annually within thirty (30) calendar days of the annual bid or proposal submittal anniversary date and, if more than 180 days has elapsed since submittal of the last report, at the completion of the contract.
- C. Should Offeror not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror must agree to provide the required report within ninety (90) calendar days of meeting or exceeding the size requirement.
- D. Offeror must also agree to levy these reporting requirements on any subcontractor(s) performing more than 10% of the dollar value of this contract if said subcontractor(s) meets, or grows to meet, the stated employee size thresholds during the term of the contract. Offeror must further agree that, should one or more subcontractor not meet the size requirement for reporting at contract award but subsequently grows such that they meet or exceed the size requirement for reporting, Offeror will submit the required report, for each such subcontractor, within ninety (90) calendar days of that subcontractor meeting or exceeding the size requirement.

### **32. Disclosure Regarding Responsibility**

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
  - 1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
  - 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
    - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
    - b. violation of Federal or state antitrust statutes related to the submission of offers; or
    - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;

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

the State Agency or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the WCCNM or the State Agency may terminate the involved contract for cause. Still further the WCCNM or the State Agency may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the WCCNM or State Agency.

### **33. NEW MEXICO PREFERENCES**

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

### III. RESPONSE FORMAT AND ORGANIZATION

#### A. NUMBER OF RESPONSES

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

#### B. NUMBER OF COPIES

##### 1. Hard Copy Responses

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

Offerors should deliver:

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

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

#### C. PROPOSAL FORMAT

All proposals must be submitted as follows:

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

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

## 1. Proposal Content and Organization

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

### **Technical Proposal (Binder 1):**

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

### **Cost Proposal (Binder 2):**

1. Completed Cost Response Form

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

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

## **IV. SPECIFICATIONS**

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

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

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

The WCCNM seeks experienced organizations to:

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

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

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

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

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

1. Overview      5 Points

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

2. Experience and Qualifications      20 Points

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



3. Program Design/Service Delivery Plan 30 Points

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

4. Required and Recommended Partnerships 20 Points

Successful respondents will demonstrate the ability to “Leverage resources and eliminate duplication which calls for the alignment of community, regional and state organizations and agencies in order to provide adults and dislocated workers the support they need to achieve education and employment success” as outlined in the WCCNM’s strategic vision. *WCCNM Four Year Plan*, is available via the following link [www.wccnm.org/wp-content/uploads/2024/11/WCCNM-4-Year-Plan-MASTER-FINAL-1\\_15\\_2025-rev.pdf](http://www.wccnm.org/wp-content/uploads/2024/11/WCCNM-4-Year-Plan-MASTER-FINAL-1_15_2025-rev.pdf).

All service models solicited under this RFP are enriched by collaboration, and bidders are encouraged to secure and demonstrate extensive and meaningful partnerships that will benefit participating young adults, adults and dislocated workers. Partnerships may be for the purposes of outreach and recruitment; identification of targeted populations, cross-referrals to address the comprehensive service and training needs; facilitation of enrollment in appropriate education and training; co-location of services at accessible venues; wrap-around support services for participants in training and other workforce services; and continuity of services and supports following exit from WIOA.

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

Some examples of partner entities include:

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

## 5. Performance Measurement 20 Points

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

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

### File Documentation

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

### Monitoring

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

Performance Outcomes

The Bidder shall include performance outcomes that will be achieved consistent with federal performance standards and the performance expectations of the WCCNM. The board expects the successful Bidder will propose performance outcomes, but more importantly, the response to this RFP must indicate how the combination of services proposed will achieve performance standards. Therefore, Bidders should plan to build programs and strategies to achieve the best possible WIOA performance Program Year 2025 and beyond.

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

*Indicators for Adults and Dislocated Workers Participants and Exiters*

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

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

6. COST 5 Points

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

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

7. Logic Model 5 points

For 5 points, applicants may submit a logic model that visually represents your organization's vision for service delivery. A logic model is a description of a program/process that includes a conceptual framework showing what is being used and how to achieve relevant outcomes. It provides an overview of a program/process and identifies key components of the process, product, strategy, or practice (i.e. the active "ingredients" that are expected to be critical to achieving the relevant outcomes).

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

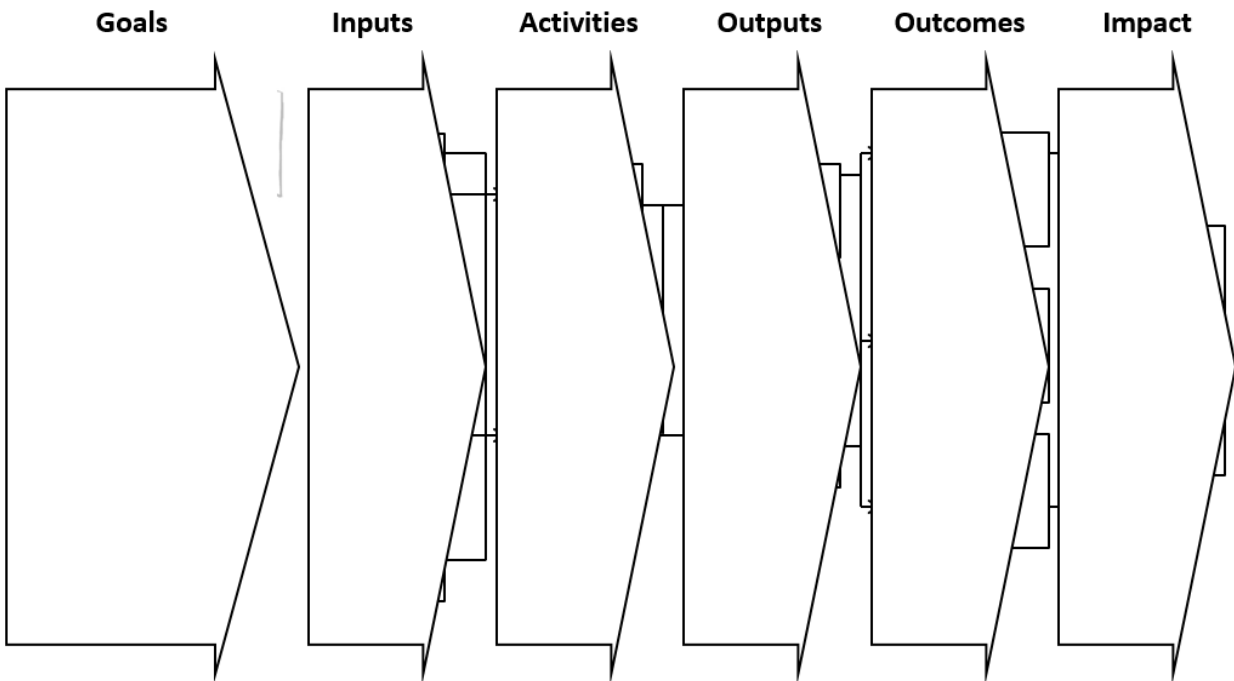
Developing a logic model can be useful for a variety of reasons. Programs use them as planning tools and as visual aids in communicating with stakeholders - especially funders. Because logic models are illustrations—they can take the form of maps, flowcharts, even hand-drawn graphics—they can communicate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

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



## Logic Model Components

4



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

### Example Goals:

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

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

### Examples Inputs:

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

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

Example Activities:

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

**Outputs** are the direct and immediate results of your program.

Example Outputs:

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

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

Example Outcomes:

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

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

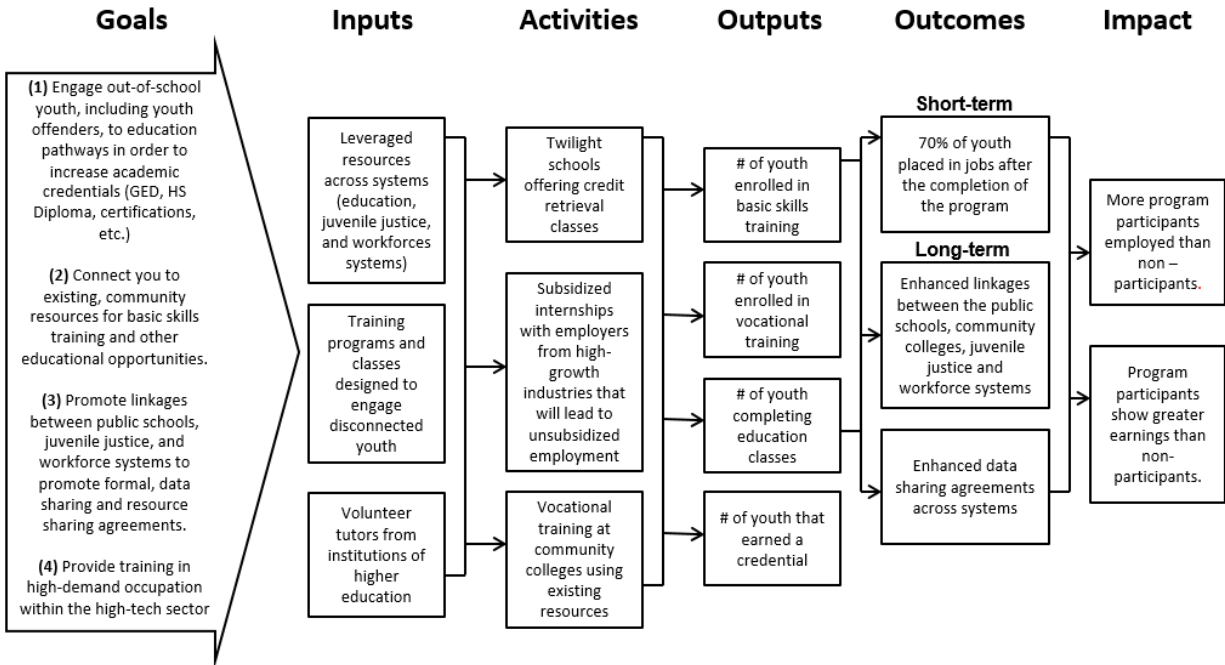
Example Impacts:

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



# Sample Logic Model

18



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

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

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

\_Grant Craft - Mapping Change

Annie E. Casey Foundation - Theory of Change Toolkit

W.K. Kellogg Foundation Theory of Change Toolkit

## 8. Innovation 5 Points

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



## **B. TECHNICAL SPECIFICATIONS**

### **1. Organizational Experience**

Offerors **must**:

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

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

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

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

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

## 2. Organizational References

Offerors should provide a minimum of three (3) references from similar projects performed for private, state or large local government clients within the last three years. **Offerors are required to submit APPENDIX D, Organization Reference Questionnaire, to the business references they list. The business references must submit the Reference Form directly to the designee described in Section I.D.** It is the Offeror's responsibility to ensure the completed forms are received on or before **March 14, 2025** for inclusion in the evaluation process.

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

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

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

### **3. Oral Presentation**

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

### **4. Mandatory Specification**

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

#### **A. Management Approach**

Describe the Program management approach including:

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

## **B. Program Control**

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

## **C. Program Reporting**

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

## **D. Risk Management**

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

# **C. BUSINESS SPECIFICATIONS**

## **1. Financial Stability**

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

## **2. Performance Surety Bond**

Not applicable under this RFP.

## **3. Letter of Transmittal Form**

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

## **4. Campaign Contribution Disclosure Form**

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or

not an applicable contribution has been made. (**APPENDIX B**).

**5. Budget/Cost**

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

**6. Resident Business or Resident Veterans Preference**

New Mexico preferences will not apply because the expenditures for this RFP include federal funds. (See NMSA § 13-1-21 J). **I CHANGED THIS SENTENCE.**

## V. EVALUATION

### A. EVALUATION POINT SUMMARY

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

**Table 1**

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

Table 1: Evaluation Point Summary

### B. EVALUATION FACTORS

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

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

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

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

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

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

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

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

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

Oral Presentations are not required under this RFP.

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

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

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

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

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

Pass/Fail only. No points assigned.

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

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

Pass/Fail only. No points assigned.

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

Pass/Fail only. No points assigned.

**11. C.5. Cost (200 points)**

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

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



### **12. C.6. New Mexico Preferences**

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

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

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

## **C. EVALUATION PROCESS**

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

## **APPENDIX A**

### **ACKNOWLEDGEMENT OF RECEIPT FORM**

# APPENDIX A

## REQUEST FOR PROPOSAL

Adults and Dislocated Workers Service Provider

RFP#: 2025-003

### ACKNOWLEDGEMENT OF RECEIPT FORM

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

The acknowledgement of receipt should be signed and returned to the Procurement Manager no later than **February 7, 2025**. Only potential Offerors who elect to return this form completed with the indicated intention of submitting a proposal will receive email copies of all Offeror written questions and written responses to those questions as well as RFP amendments, if any are issued.

FIRM:

REPRESENTED

TITLE:

BY:

PHONE NO.

FAX  
NO.

EMAIL:

ADDRESS:

CITY/STATE/ZIP

CODE:

SIGNATURE:

DATE:

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

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

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

**APPENDIX B**

**CAMPAIGN CONTRIBUTION DISCLOSURE FORM**

## CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give 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 during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section [13-1-181](#) NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section [13-1-182](#) NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or 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.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND 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 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 a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

**“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.

**“Prospective contractor”** means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections [13-1-28](#) through [13-1-199](#) NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or 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.

**Name(s) of Applicable Public Official(s) if any:**  
**(This field must be completed by the issuing State Agency. In most cases, the official identified will be the current Governor of New Mexico and Lieutenant Governor. If a local public body is using this template for their RFPs, it must complete this field with the applicable elected official(s).)**

**DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:**

Contribution Made By: \_\_\_\_\_

Relation to Prospective Contractor: \_\_\_\_\_

Date Contribution(s) Made: \_\_\_\_\_  
\_\_\_\_\_

Amount(s) of Contribution(s) \_\_\_\_\_  
\_\_\_\_\_

Nature of Contribution(s) \_\_\_\_\_

Purpose of Contribution(s)

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(Attach extra pages if necessary)

Signature

Date

Title (position)

**--OR--**

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

Signature

Date

Title (Position)

## **APPENDIX C**

### **LETTER OF TRANSMITTAL FORM**



**APPENDIX C**  
**Letter of Transmittal Form**  
**RFP# 2025-003**

**Offeror Name:** \_\_\_\_\_ **FED ID#:** \_\_\_\_\_

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Name: \_\_\_\_\_

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

E-Mail Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

Name: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

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

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

\_\_\_\_\_  
Email Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

5. Use of Sub-Contractors (Select one)

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

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

\_\_\_\_\_  
(Attach extra sheets, as needed)

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

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

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

\_\_\_\_\_, 2025  
Authorized Signature and Date (Must be signed by the person identified in item #2, above.)

## APPENDIX D

### ORGANIZATIONAL REFERENCE QUESTIONNAIRE

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

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

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

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

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

**RFP # 2025-003**  
**ORGANIZATIONAL REFERENCE QUESTIONNAIRE**  
**FOR:**

\_\_\_\_\_  
(Name of Offeror)

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

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

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

no later than **MARCH 14, 2025**, and **must not** be returned to the company requesting the reference.

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

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

QUESTIONS:

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

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

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

COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?  
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

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

COMMENTS:

**APPENDIX E**  
**ADULTS AND DISLOCATED WORKERS**  
**SERVICE ELEMENTS DELIVERY PLAN**

**Adults and Dislocated Workers  
Service Elements Delivery Plan**

**RFP: 25-003**

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

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



## **APPENDIX F**

### **BUDGET/COST TEMPLATE**

## Workforce Connection of Central New Mexico

<b>BUDGET SUMMARY</b>
-----------------------

Agency/Organization Name \_\_\_\_\_

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

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

**WIOA PROGRAM COSTS**

**WORKFORCE INNOVATION AND OPPORTUNITY ACT  
STAFF COSTS**

P-1 STAFF COSTS

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

P-2 COST OF FRINGE BENEFITS FOR STAFF

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

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

**P-3 IN-STATE STAFF TRAVEL EXPENSES**

**MILEAGE DATA**

<b>No. of Miles Traveled</b>	<b>Cost per Mile</b>	<b>No. of Weeks</b>	<b>Destination</b>	<b>TOTAL In-State Staff Mileage Expense</b>
				-
				-
				-

**PER DIEM AND ACTUAL COST DATA**

<b>No. of Days of Per Diem Used</b>	<b>Cost per Day</b>	<b>Actual Cost (In Lieu of Per Diem)</b>	<b>Destination</b>	<b>TOTAL In-State Per-Diem Expenses</b>

<b>TOTAL - In-State Mileage &amp; Per-Diem Cost (Budget Item P-3)</b>	<b>\$ -</b>
---	-------------

**P-3 OUT OF STATE STAFF TRAVEL EXPENSES**

**MILEAGE DATA**

<b>No. of Miles Traveled</b>	<b>Cost per Mile</b>	<b>No. of Weeks</b>	<b>Destination</b>	<b>TOTAL Staff Mileage Expense</b>

**PER DIEM AND ACTUAL COST DATA**

<b>No. of Days of Per Diem Used</b>	<b>Cost per Day</b>	<b>Actual Cost (In Lieu of Per Diem)</b>	<b>Destination</b>	<b>TOTAL Staff Mileage Expense</b>

<b>TOTAL -Out-of-State Mileage &amp; Per-Diem Cost (Budget Item P-4)</b>	
--	--

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

**P-5 MATERIALS AND SUPPLIES**

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

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

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

**P-6 FACILITY RENTAL**

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

**Comments:**

**P-7 MISCELLANEOUS COSTS**

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

**Comments:**

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

**P -8 PROFESSIONAL SERVICES**

List below professional services costs that are estimated as necessary for performance of this program (e.g., accounting, audit, other).

TYPE OF SERVICE	JUSTIFICATION	COST
<b>TOTAL - Professional Services Cost (Budget Item P-9)</b>		<b>\$ -</b>

**P-9 INDIRECT COST**

List below the indirect cost that is estimated as applicable for performance of this program. If indirect costs are included, the provider must attach an approved indirect cost negotiation agreement and an explanation of how the amount was derived

Total Direct Costs	Times	Approved Indirect Cost Rate	TOTAL INDIRECT COST
	X		-
<b>TOTAL-Indirect Cost (Budget Item P-10)</b>			<b>-</b>

Comments:

**TOTAL WIOA PROGRAM COSTS**

**WORKFORCE INVESTMENT AREA:**

**\$ -**

Total Budget:

**\$ -**

**APPENDIX G**  
**SAMPLE CONTRACT**

## PROFESSIONAL SERVICES AGREEMENT (SAMPLE)

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

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

### **Section 1. Miscellaneous Representations.**

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

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

### **Section 2. Scope of Services.**

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

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

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

### **Section 3. Compensation and Method of Payment.**

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



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

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

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

#### **Section 4. Independent Contractor.**

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

#### **Section 5. Personnel.**

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

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

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

## **Section 6. Insurance.**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### **Section 8. Establishment and Maintenance of Records.**

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

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

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

#### **Section 11. Suspension**

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

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

## **Section 12. Termination.**

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

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

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

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

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

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

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

available or sufficient shall be binding on Contractor and shall be final. The date of termination issued pursuant to this paragraph shall be the date a notice of termination is received by Contractor.

### **Section 13    General Conditions.**

#### **A.    Contract Interpretation.**

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

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

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

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

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

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

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

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

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

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

**B. Discrimination Prohibited.**

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

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



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

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

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

### C. **Indemnification Agreement.**

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

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

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

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

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

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

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

**E. Ethics.**

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

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

or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the WCCNM with a view toward securing this Agreement or for securing more favorable treatment with respect to making any determinations with respect to performing this Agreement. The state Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

**F. Approvals, Consents and Notices.**

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

<b>WCCNM:</b>	<b>Workforce Connection of Central New Mexico</b>
Certified Mail:	<b>Stacy Sacco or Designee</b>
	809 Copper Ave. NW
	Albuquerque, New Mexico 87120

Personal Delivery:	Same as above
Telephone:	
E-Mail Address:	

**Contractor:**  
Contractor Official:  
Certified Mail:

Personal Delivery:  
Telephone:  
E-Mail Address:

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

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

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

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

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

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

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

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

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

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

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

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

**WCCNM**

By: \_\_\_\_\_ Date: \_\_\_\_\_  
STACY SACCO, WCCNM Board Chair

By: \_\_\_\_\_ Date: \_\_\_\_\_  
GREGORY D. HULL, Chief Elected Official

**CONTRACTOR:**

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

APPROVED AS TO FORM:

\_\_\_\_\_  
Cindy Cordova, Esq. – Board Legal Counsel

New Mexico State Taxation and Revenue

Taxpayer I.D. Number: \_\_\_\_\_

Federal Taxation I.D. Number: \_\_\_\_\_