

STATE OF SOUTH DAKOTA
DEPARTMENT OF LABOR AND REGULATION
123 WEST MISSOURI AVE.
PIERRE, SOUTH DAKOTA 57501

SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION REGISTERED APPRENTICESHIPS
PROPOSALS ARE DUE NO LATER THAN DECEMBER 22, 2016; 5:00 PM CST

RFP #: 819

BUYER: DLR

EMAIL: Julie.Ruggiero@state.sd.us

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The South Dakota Department of Labor and Regulation (DLR) is seeking to enhance the Registered Apprenticeship Program in the State of South Dakota by:

1. Helping the State advance Registered Apprenticeship as a workforce development strategy and post-secondary education career pathway that maintains the nation's strong, adaptable, and highly skilled workforce.
2. Support integrated, statewide apprenticeship strategies and State capacity to engage industry and meet the demand for new programs in both traditional and non-traditional industries such as Healthcare, Manufacturing, and Skilled Trades.
3. Catalyze State innovations to significantly increase apprenticeship opportunities for all American workers, particularly low-income individuals and underrepresented populations in apprenticeship including youth, women, communities of color, Native Americans, and persons with disabilities, and take steps to facilitate their successful completion of apprenticeship programs.
4. Develop and implement comprehensive strategies to support apprenticeship expansion; engage industry and workforce intermediaries, employers, and other partners to expand and market apprenticeship to new sectors and underserved populations; enhance State capacity to conduct outreach and work with employers to start new programs; and expand and diversify participation in apprenticeship through State innovations, incentives, and system reforms.

The ApprenticeshipUSA State Expansion Grant contains \$600,000 to be allocated amongst providers, with a maximum contracted amount of \$50,000 for each entity. These funds could not only be utilized to assist with the related-instruction required of the Registered Apprenticeship program but also to conduct pre-apprenticeship programs that would lead to apprenticeships within the industry.

DLR is seeking to enhance the number of Registered Apprenticeships within the State. DLR will assist in developing and implementing comprehensive strategies to support apprenticeship expansion; engage industry and workforce intermediaries, employers, and other partners to expand and market apprenticeship to new sectors and underserved populations; enhance State capacity to conduct outreach and work with employers to start new programs; and expand and diversify participation in apprenticeship through State innovations, incentives, and system reforms. DLR is helping States to bring together the right partners to strengthen their apprenticeship systems. Each program must include the following requirements:

1. A pre-apprenticeship program that allows credit towards an apprenticeship program and/or an apprenticeable occupation.
2. A pre-apprenticeship program that includes curriculum, soft skills training and mentorships.
3. A job opportunity with the business/company concluding the pre-apprenticeship or apprenticeship program.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The Department of Labor and Regulation for the State of South Dakota is the issuing office for this document. The reference number for the transaction is RFP #819. This number shall be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

RFP Publication	
Bidders Conference Call	November 18, 2016
Proposal Submission	December 22, 2016; 5:00PM CST
Anticipated Award Decision/Contract Negotiation	January 12, 2017

1.4 SUBMITTING YOUR PROPOSAL

All proposals shall be completed and received in the Department of Labor and Regulation by the date and time indicated in the Schedule of Activities.

Proposals received after the deadline will be late and ineligible for consideration.

An original and (4) identical copies of the proposal shall be submitted. Please limit proposals to 15 pages, excluding the budget page.

The cost proposal shall be in a separate sealed envelope and labeled “Cost Proposal”.

All proposals shall be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the form intended by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope shall be marked with the appropriate RFP Number and Title. The words “Sealed Proposal Enclosed” shall be prominently denoted on the outside of the shipping container. **Proposals shall be addressed and labeled as follows:**

**REQUEST FOR PROPOSAL: #819
PROPOSAL DUE: DECEMBER 22, 2016
SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION
C/O Julie Ruggiero, Labor Program Specialist
123 West Missouri Ave. Pierre, South Dakota 57501**

All capital letters and no punctuation are used in the address. The South Dakota Department of Labor and Regulation address as displayed should be the only information in the address field.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.5 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the offeror is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.6 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the offeror certifies they do not discriminate in their

employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.7 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the offeror prior to the established due date and time.

No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.8 OFFEROR INQUIRIES

Offerors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries shall be sent to Julie Ruggiero at julie.ruggiero@state.sd.us with the subject line "RFP #819". Inquires may also be faxed to 605.773.6184. If inquiries are submitted by mail the envelope should be addressed to:

SOUTH DAKOTA DEPARTMENT OF LABOR AND REGULATION
C/O Julie Ruggiero, Labor Program Specialist
123 West Missouri Ave. Pierre, South Dakota 57501

Be sure to reference the RFP number in your letter.

The South Dakota Department of Labor and Regulation prefers to respond to offeror's inquiries (if required) via e-mail. If an offeror does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the offeror. Offerors will be informed of any inquiries and the State's response. Offerors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Offerors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.9 PROPRIETARY INFORMATION

The proposal of the successful offeror(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Offerors shall clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary shall contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.10 LENGTH OF CONTRACT

January 23, 2017 to April 30, 2018.

1.11 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the State of South Dakota. The laws of South Dakota shall govern this transaction.

1.12 DISCUSSIONS WITH OFFERORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by an offeror to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Offeror. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the offeror's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

- 2.1** The Contractor will perform those services described in the Work Plan, which will be attached to the contract as Exhibit A and incorporated by reference. The Contractor's response to this RFP shall be considered part of the Work Plan.
- 2.2** The Contractor's Services under this Agreement shall commence on April 30, 2018, unless sooner terminated pursuant to the terms hereof.
- 2.3** The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.
- 2.4** The State will make payment for services upon satisfactory completion of the services. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$50,000. The State will not pay Contractor's expenses as a separate item. Payment will be made pursuant to itemized invoices submitted with a signed state voucher. Payment will be made consistent with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.
- 2.5** The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.
- 2.6** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.7** The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:

A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than \$1,000,000.00 for each occurrence. If such insurance contains a general aggregate limit it shall apply separately to this Agreement or be no less than two times the occurrence limit.

B. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.

Before beginning work under the Agreement, the Contractor shall furnish the State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Agreement and which provide that such insurance may not be canceled, except on 30 days' prior written notice to the State. The Contractor shall furnish copies of insurance policies if requested by the State.

2.8 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.9 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.10 This Agreement may be terminated by either party hereto upon thirty (30) days written notice. In the event the Contractor breaches any of the terms or conditions hereof, this Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under this Agreement. If after the State terminates for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

2.11 The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.

2.12 The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.

- 2.13** The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.14** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.15** In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.16** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.17** Any notice or other communication required under the Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.18** The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.

3.0 SCOPE OF WORK

The South Dakota Department of Labor and Regulation is seeking to enhance the number of Registered Apprenticeships within the State. DLR will assist in developing and implementing comprehensive strategies to support apprenticeship expansion; engage industry and workforce intermediaries, employers, and other partners to expand and market apprenticeship to new sectors and underserved populations; enhance State Capacity to conduct outreach and work with employers to start new programs; and expand and diversify participation in apprenticeship through State innovations, incentives, and system reforms. The Department is helping States to bring together the right partners to strengthen their apprenticeship systems.

Each program must include the following requirements:

1. A pre-apprenticeship program that allows credit towards an apprenticeship program and/or an apprenticeable occupation.
2. A pre-apprenticeship program that includes curriculum, soft skills training and mentorships.
3. A job opportunity with the business/company concluding the pre-apprenticeship or apprenticeship program.

4.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 4.1** The offeror is cautioned that it is the offeror's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The offeror's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 4.2** **Offeror's Contacts:** Offerors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) shall direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Offerors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Offerors and their agents who have questions regarding this matter should contact the buyer of record.
- 4.3** The offeror may be required submit a copy of their most recent audited financial statements upon the State's request.
- 4.4** Provide the following information related to at least three previous and current service/contracts, performed by the offeror's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three years.
- a. Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - b. Dates of the service/contract; and
 - c. A brief, written description of the specific prior services performed and requirements thereof.

5.0 PROPOSAL RESPONSE FORMAT

- 5.1** An original and (4) copies shall be submitted. Please limit proposals to 15 pages, excluding the budget page.
- 5.1.1** In addition, the offeror should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Offerors may not send the electronically formatted copy of their proposal via email.
 - 5.1.2** The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.
- 5.2** All proposals shall be organized and tabbed with labels for the following headings:
- 5.2.1 RFP Form.** The State's Request for Proposal form completed and signed.
 - 5.2.2 Executive Summary.** The one or two page executive summary is to briefly describe the offeror's proposal. This summary should highlight the major features of the proposal. It shall indicate any requirements that cannot be met by the offeror. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.
 - 5.2.3 Detailed Response.** This section should constitute the major portion of the proposal and shall contain at least the following information:

5.2.3.1 A complete narrative of the offeror's assessment of the work to be performed, the offeror's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the offeror's understanding of the desired overall performance expectations.

5.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

5.2.3.3 A clear description of any options or alternatives proposed.

5.2.4 **Cost Proposal.** Cost will be evaluated independently from the technical proposal. Offerors may submit multiple cost proposals. All costs related to the provision of the required services shall be included in each cost proposal offered.

The cost proposal shall be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.4 of this RFP.

If an Offeror's technical proposal is not accepted by the State, the cost proposal will be returned to the Offeror unopened.

See section 7.0 for more information related to the cost proposal.

6.0 PROPOSAL EVALUATION AND AWARD PROCESS

6.1 After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:

- 6.1.1 Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
- 6.1.2 Resources available to perform the work, including any specialized services, within the specified time limits for the project;
- 6.1.3 Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
- 6.1.4 Availability to the project locale;
- 6.1.5 Familiarity with the project locale;
- 6.1.6 Proposed project management techniques; and
- 6.1.7 Ability and proven history in handling special project constraints.
- 6.1.8 Cost proposal.

6.2 Experience and reliability of the offeror's organization are considered subjectively in the evaluation process. Therefore, the offeror is advised to submit any information which documents successful and

reliable experience in past performances, especially those performances related to the requirements of this RFP.

- 6.3** The qualifications of the personnel proposed by the offeror to perform the requirements of this RFP, whether from the offeror's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the offeror should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 6.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 6.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 6.5.1** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 6.5.2** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

7.0 COST PROPOSAL

Please fill out the following information to provide explanation of cost allocation:

Personnel:

Fringe Benefits:

Travel:

Equipment:

Supplies:

Contractual: \$_____

The intent of these funds will be to:

Indirect Costs:

Leveraged Resources:

Other: