

	State of South Carolina AMENDMENT 2	Solicitation: 5400012278 Date Issued: 11/14/2016 Procurement Officer: Daniel W. Covey Phone: (803) 737-2402 E-Mail Address: dcovey@dew.sc.gov Mailing Address: SC Dept. of Employment and Workforce Attn: Purchasing 1550 Gadsen Street Columbia SC 29201
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DESCRIPTION: **Management Professional Development**

USING GOVERNMENTAL UNIT: **SC Department of Employment and Workforce**

SUBMIT YOUR OFFER ON-LINE AT THE FOLLOWING URL: www.procurement.sc.gov

SUBMIT OFFER BY (Opening Date/Time): **11/22/ 2016 2:00 PM** (See "Deadline For Submission Of Offer" provision)

QUESTIONS MUST BE RECEIVED BY: **11/01/2016 10:00 AM** (See "Questions From Offerors" provision)

NUMBER OF COPIES TO BE SUBMITTED: If submitting hard copies, submit one (1) original clearly marked "Original", three (3) copies, and, One (1) redacted copy if submitting confidential information (see "Submitting Redacted Offers" provision in Section IV, and "Submitting Confidential Information" in Section IIA.)

Initial here if NO redacted copy is necessary _____

CONFERENCE TYPE: Not Applicable DATE & TIME:	LOCATION: Not Applicable
<small>(As appropriate, see "Conferences - Pre-Bid/Proposal" & "Site Visit" provisions)</small>	

AWARD & AMENDMENTS	Award will be posted on 11/23/2016 . The award, this solicitation, any amendments, and any related notices will be posted at the following web address: http://www.procurement.sc.gov
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You must submit a signed copy of this form with Your Offer. By signing, You agree to be bound by the terms of the Solicitation. You agree to hold Your Offer open for a minimum of thirty (30) calendar days after the Opening Date. (See "Signing Your Offer" provision.)

NAME OF OFFEROR <small>(full legal name of business submitting the offer)</small>	Any award issued will be issued to, and the contract will be formed with, the entity identified as the Offeror. The entity named as the offeror must be a single and distinct legal entity. Do not use the name of a branch office or a division of a larger entity if the branch or division is not a separate legal entity, i.e., a separate corporation, partnership, sole proprietorship, etc.
AUTHORIZED SIGNATURE <small>(Person must be authorized to submit binding offer to contract on behalf of Offeror.)</small>	DATE SIGNED
TITLE <small>(business title of person signing above)</small>	STATE VENDOR NO. <small>(Register to Obtain S.C. Vendor No. at www.procurement.sc.gov)</small>
PRINTED NAME <small>(printed name of person signing above)</small>	STATE OF INCORPORATION <small>(If you are a corporation, identify the state of incorporation.)</small>

OFFEROR'S TYPE OF ENTITY: (Check one) <small>(See "Signing Your Offer" provision.)</small>		
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Other _____
<input type="checkbox"/> Corporate entity (not tax-exempt)	<input type="checkbox"/> Corporation (tax-exempt)	<input type="checkbox"/> Government entity (federal, state, or local)

PAGE TWO

(Return Page Two with Your Offer)

HOME OFFICE ADDRESS (Address for offeror's home office / principal place of business)	NOTICE ADDRESS (Address to which all procurement and contract related notices should be sent.) (See "Notice" clause)
	Area Code - Number - Extension Facsimile
	E-mail Address

PAYMENT ADDRESS (Address to which payments will be sent.) (See "Payment" clause)	ORDER ADDRESS (Address to which purchase orders will be sent) (See "Purchase Orders and "Contract Documents" clauses)
<input type="checkbox"/> Payment Address same as Home Office Address <input type="checkbox"/> Payment Address same as Notice Address (check only one)	<input type="checkbox"/> Order Address same as Home Office Address <input type="checkbox"/> Order Address same as Notice Address (check only one)

ACKNOWLEDGMENT OF AMENDMENTS
 Offerors acknowledges receipt of amendments by indicating amendment number and its date of issue. (See "Amendments to Solicitation" Provision)

Amendment No.	Amendment Issue Date						

DISCOUNT FOR PROMPT PAYMENT (See "Discount for Prompt Payment" clause)	10 Calendar Days (%)	20 Calendar Days (%)	30 Calendar Days (%)	____ Calendar Days (%)
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PREFERENCES - A NOTICE TO VENDORS (SEP. 2009): On June 16, 2009, the South Carolina General Assembly rewrote the law governing preferences available to in-state vendors, vendors using in-state subcontractors, and vendors selling in-state or US end products. This law appears in Section 11-35-1524 of the South Carolina Code of Laws. A summary of the new preferences is available at <http://www.procurement.sc.gov/preferences>. ***ALL THE PREFERENCES MUST BE CLAIMED AND ARE APPLIED BY LINE ITEM, REGARDLESS OF WHETHER AWARD IS MADE BY ITEM OR LOT. VENDORS ARE CAUTIONED TO CAREFULLY REVIEW THE STATUTE BEFORE CLAIMING ANY PREFERENCES. THE REQUIREMENTS TO QUALIFY HAVE CHANGED. IF YOU REQUEST A PREFERENCE, YOU ARE CERTIFYING THAT YOUR OFFER QUALIFIES FOR THE PREFERENCE YOU'VE CLAIMED. IMPROPERLY REQUESTING A PREFERENCE CAN HAVE SERIOUS CONSEQUENCES.*** [11-35-1524(E)(4)&(6)]
PURSUANT TO 11-35-1524 (E) (5)(b), PREFERENCES DO NOT APPLY TO THIS SOLICITATION

PREFERENCES - ADDRESS AND PHONE OF IN-STATE OFFICE: Please provide the address and phone number for your in-state office in the space provided below. An in-state office is necessary to claim either the Resident Vendor Preference (11-35-1524(C)(1)(i)&(ii)) or the Resident Contractor Preference (11-35-1524(C)(1)(iii)). Accordingly, you must provide this information to qualify for the preference. An in-state office is not required, but can be beneficial, if you are claiming the Resident Subcontractor Preference (11-35-1524(D)).
PURSUANT TO 11-35-1524 (E) (5)(b), PREFERENCES DO NOT APPLY TO THIS SOLICITATION

N/A In-State Office Address same as Home Office Address
N/A In-State Office Address same as Notice Address

AMENDMENT 2
Request for Proposal 5400012278
Management Professional Development

AMENDMENTS TO SOLICITATION (JAN 2004)

The Solicitation may be amended at any time prior to opening. All actual and prospective Offerors should monitor the following web site for the issuance of Amendments: <http://www.procurement.sc.gov>(b) Offerors shall acknowledge receipt of any amendment to this solicitation (1) by signing and returning the amendment, (2) by identifying the amendment number and date in the space provided for this purpose on Page Two, (3) by letter, or (4) by submitting a bid that indicates in some way that the bidder received the amendment. *(c) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.* [02-2A005-1]

- I. The SUBMIT OFFER BY (Opening Date/Time): has been changed **FROM** 11/16/2016 2:00 PM **TO** 11/22/2016. Offers must be submitted no later than 2:00 PM.
- II. The unit of measure is listed as “per student” in **BIDDING SCHEDULE (NOV 2007)**. Please note that the terms “student” and “students” are interchangeable with “attendee” and “attendees” throughout the procurement documents. For example, the bidding schedule can be read as price per student or price per attendee.
- III. The following clauses have been added to Section 7B of RFP 5400012278, **TERMS AND CONDITIONS -- B. SPECIAL**

CHANGES (JAN 2006)

(1) Contract Modification. By a written order, at any time, and without notice to any surety, the Procurement Officer may, subject to all appropriate adjustments, make changes within the general scope of this contract in any one or more of the following:

- a) drawings, designs, or specifications, if the supplies to be furnished are to be specially manufactured for the [State] in accordance therewith;
- b) method of shipment or packing;
- c) place of delivery;
- d) description of services to be performed;
- e) time of performance (i.e., hours of the day, days of the week, etc.); or,
- f) place of performance of the services. Subparagraphs (a) to (c) apply only if supplies are furnished under this contract. Subparagraphs (d) to (f) apply only if services are performed under this contract.

(2) Adjustments of Price or Time for Performance. If any such change increases or decreases the contractor’s cost of, or the time required for, performance of any part of the work under this contract, whether or not changed by the order, an adjustment shall be made in the contract price, the delivery schedule, or both, and the contract modified in writing accordingly. Any adjustment in contract price made pursuant to this clause shall be determined in accordance with the **Price Adjustment Clause** of this contract. Failure of the parties to agree to an adjustment shall not excuse the contractor from proceeding with the contract as changed, provided that the State promptly and duly make such provisional adjustments in payment or time for performance as may be reasonable. By proceeding with the work, the contractor shall not be deemed to have prejudiced any claim for additional compensation, or an extension of time for completion.

(3) Time Period for Claim. Within 30 days after receipt of a written contract modification under Paragraph (1) of this clause, unless such period is extended by the Procurement Officer in writing, the contractor shall file notice of

intent to assert a claim for an adjustment. Later notification shall not bar the contractor's claim unless the State is prejudiced by the delay in notification.

(4) Claim Barred After Final Payment. No claim by the contractor for an adjustment hereunder shall be allowed if notice is not given prior to final payment under this contract.

[07-7B025-1]

PRICE ADJUSTMENTS (JAN 2006)

(1) Method of Adjustment. Any adjustment in the contract price made pursuant to a clause in this contract shall be consistent with this Contract and shall be arrived at through whichever one of the following ways is the most valid approximation of the actual cost to the Contractor (including profit, if otherwise allowed):

- a) by agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
- b) by unit prices specified in the Contract or subsequently agreed upon;
- c) by the costs attributable to the event or situation covered by the relevant clause, including profit if otherwise allowed, all as specified in the Contract; or subsequently agreed upon;
- d) in such other manner as the parties may mutually agree; or,
- e) in the absence of agreement by the parties, through a unilateral initial written determination by the Procurement Officer of the costs attributable to the event or situation covered by the clause, generally accepted accounting principles, subject to the provisions of Title 11, Chapter 35, Article 17 of the S.C. Code of Laws.

(2) Submission of Price or Cost Data. Upon request of the Procurement Officer, the contractor shall provide reasonably available factual information to substantiate that the price or cost offered, for any price adjustments is reasonable, consistent with the provisions of Section 11-35-1830.

[07-7B160-1]

PRICE ADJUSTMENT - LIMITED -- AFTER INITIAL TERM ONLY (JAN 2006): Upon approval of the Procurement Officer, prices may be adjusted for any renewal term. Prices shall not be increased during the initial term. Any request for a price increase must be received by the Procurement Officer at least **ninety (90) days** prior to the expiration of the applicable term and must be accompanied by sufficient documentation to justify the increase. If approved, a price increase becomes effective starting with the term beginning after approval. A price increase must be executed as a change order. Contractor may terminate this contract at the end of the then current term if a price increase request is denied. Notice of termination pursuant to this paragraph must be received by the Procurement Officer no later than fifteen (15) days after the Procurement Officer sends contractor notice rejecting the requested price increase.

[07-7B165-1]

PRICE ADJUSTMENTS – LIMITED BY CPI “OTHER GOODS & SERVICES” (JAN 2006)

Upon request and adequate justification, the Procurement Officer may grant a price increase up to, but not to exceed, the unadjusted percent change for the most recent 12 months for which data is available, that is not subject to revision, in the Consumer Price Index (CPI) for all urban consumers (CPI-U), “Other Goods & Services” for services, as determined by the Procurement Officer. The Bureau of Labor and Statistics publishes this information on the web at <http://www.bls.gov>

[07-7B175-1]

CONTRACTOR'S LIABILITY INSURANCE - GENERAL (FEB 2015)

(a) Without limiting any of the obligations or liabilities of Contractor, Contractor shall procure from a company or companies lawfully authorized to do business in South Carolina and with a current A.M. Best rating of no less than A: VII, and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to

property which may arise from or in connection with the performance of the work and the results of that work by the contractor, his agents, representatives, employees or subcontractors.

(b) Coverage shall be at least as broad as:

(1) Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 1207 covering CGL on an “occurrence” basis, including products-completed operations, personal and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, the general aggregate limit shall be twice the required occurrence limit. This contract shall be considered to be an “insured contract” as defined in the policy.

(2) Auto Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limits no less than \$1,000,000 per accident for bodily injury and property damage.

(3) Worker’s Compensation: As required by the State of South Carolina, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

(c) Every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them, must be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor’s insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used.

(d) For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the State, every applicable Using Governmental Unit, and the officers, officials, employees and volunteers of any of them. Any insurance or self-insurance maintained by the State, every applicable Using Governmental Unit, or the officers, officials, employees and volunteers of any of them, shall be excess of the Contractor’s insurance and shall not contribute with it.

(e) Prior to commencement of the work, the Contractor shall furnish the State with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this section. All certificates are to be received and approved by the State before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by this section, at any time.

(f) Should any of the above described policies be cancelled before the expiration date thereof, notice will be delivered in accordance with the policy provisions. In addition, the Contractor shall notify the State immediately upon receiving any information that any of the coverages required by this section are or will be changed, cancelled, or replaced.

(g) Contractor hereby grants to the State and every applicable Using Governmental Unit a waiver of any right to subrogation which any insurer of said Contractor may acquire against the State or applicable Using Governmental Unit by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the State or Using Governmental Unit has received a waiver of subrogation endorsement from the insurer.

(h) Any deductibles or self-insured retentions must be declared to and approved by the State. The State may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

(i) The State reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

[07-7B056-2]

IV. QUESTIONS FROM RECEIVED IN RESPONSE TO RFP# 540001278

1. How long will the onsite pre-training consultation with agency stakeholders as determined by the Executive Director be?
Answer: The agency will hold an onsite meeting to discuss the needs of the trainees and the agency; however, it is not intended to be an extended period of consultation.
2. How is the pre-consultation to be priced?
Answer: The onsite, pre-training consultation is part of the Scope of Work. The price per attendee requested in the bid schedule is the price to perform all of the requirements of the Scope of Work. Use the following assumptions when determining the price per attendee: The Agency anticipates up ten (10) participations per training and no classes with less than three participants.
3. How long a period for customization of courses is allowed?
Answer: The schedule of training development and delivery will be agreed upon between the agency and the contractor.
4. How will the customization of the training be priced?
Answer: The customization of the training is included in the price per attendee.
5. How long is the post-training consultation with agency stakeholders as determined by the Executive Director?
Answer: The agency will hold a post-training consultation onsite meeting to discuss the needs of the trainees; however, it is not intended to be an extended period of consultation.
6. How is the post-training consultation priced?
Answer: The post-training consultation is included in the price per attendee.
7. Is this training mandatory?
Answer: Members of agency staff will be assigned to the course. For those members, it will be a mandatory course.
8. How far in advance will the sign-up of participations be communicated?
Answer: This will be determined by consensus between the agency and the contractor.
9. Will the training be held on consecutive days or broken up according to selected members of agency management schedules?
Answer: The agency and contractor will determine by consensus.
10. How long are the courses?
Answer: Offerors should propose class length in their technical proposal.
11. May we submit our catalogue of courses?
Answer: Offerors may submit a catalogue of courses as an attachment or in an appendix; however, a catalogue of courses is not an acceptable substitute for a proposal, neither will it factor into the evaluation process.
12. To whom will materials be delivered, or will facilitator bring them the day of training?
Answer: The contractor may ship materials prior to training or bring them on the day of training. The agency's Department of Training and Development will coordinate the logistics of shipping prior to training if necessary.
13. Should we include the MINORITY PARTICIPATION (DEC 2015) as an attachment?
Answer: The MINORITY PARTICIPATION (DEC 2015) may be included as an attachment

14. Should we include all of Section IIA. INSTRUCTIONS TO OFFERORS - A. GENERAL INSTRUCTIONS pages 6-13 in our proposal?

Answer: It is not necessary to return these pages but all offerors must return signed copies of the cover page and page two. If submitting your offer online, upload the cover page and page two as an attachment. Offerors should be aware that by signing the cover page and page two, they are agreeing to abide by all the contractual language and the scope of work in the Request for Proposal whether all pages are returned or not.

15. Will the materials be included with the price of per attendee?

Answer: Yes, materials are part of the price per attendee.

16. I did not see an "Intent to Submit a Proposal". Is this necessary or do I simply need to submit my proposal by the closing date: November 10 at 2 pm?

Answer: You simply need to submit your proposal by the closing date. At this time, the closing date and time has changed (see cover page of this document, Amendment: 2). Further changes to the closing date, if any, will be posted at

<http://webprod.cio.sc.gov/SCSolicitationWeb/contractSearch.do?solicitnumber=5400012278>

17. Scope of Solicitation: Maximum Contract Period-Estimated (Pg. 5)

I see that the start date is 11/23/2016 through 11/22/2019. Would I be required to submit a bid each time the Agency would decide to conduct Management Professional Development Training during this period?

Answer: The contractor will not have to submit a bid each time the Agency would decide to conduct Management Professional Development Training during this period. The Contractor can request a price adjustment after the initial term (the first year of the contract) as described in clause 7B175, PRICE ADJUSTMENTS – LIMITED BY CPI "OTHER GOODS AND SERVICES." The clause is reproduced on page 4 of this document.

18. Instructions to Offerors:

Submitting a Paper Offer or Modification (Page 12)

Are offers submitted via hard copy discouraged? Would the agency prefer on-line submissions?

Answer: Online submissions are preferred but the agency will not penalize offerors who submit hard copies. If you do decide to submit your offer online, be sure to start the process early leaving enough time to contact the helpline if necessary. Once the due date and time are reached, the system will not allow offers to be submitted and hard copies received after the closing date and time will not be accepted.

19. Instructions to Offerors--B Special Instructions:

Contents of Offer (RFP) (Page 14)

i. Part (c), what components should be included in the technical proposal, and what should be included in the business proposal

Answer: The components of the technical proposal are the items requested in **IV. INFORMATION FOR OFFERORS TO SUBMIT, INFORMATION FOR OFFERORS TO SUBMIT -- EVALUATION (JAN 2006)**, items 1 through 5. The components of the business proposal are the **VIII. BIDDING SCHEDULE / PRICE-BUSINESS PROPOSAL, BIDDING SCHEDULE (NOV 2007)**, and the information requested under **PRICE PROPOSAL (JAN 2006)**, page 27

ii. Should each part be bound in a single volume?

Answer: Submit the technical and business proposals as separate volumes if submitting hard copies. Attach the technical and business proposals as separate documents if submitting online.

iii. Does this mean that there are two bound documents or all of the components bound as one?

Answer: See above. The business proposal should be a separate volume. All other information requested can be submitted in a single volume.

iv. What is the suggested binding method?

Answer: There is no suggested binding method. Volumes can be submitted in three-ring binder, stapled together, etc. depending on the offerors preference.

20. Scope of Work/Specifications:

B. Training Frequency (Page 15)

I see that it is possible the agency will have this training twice a year. I want to confirm that the price for the proposal I am submitting represents the cost of a onetime training session that will include at least 15 hours of live training; an onsite training consultation with the inclusion of all supplies, and post-training consultation.

Answer: SCDEW is requesting *a price per attendee* assuming there will be no more than ten attendees in training at one time, and no fewer than three. The price per attendee must cover all tasks in the scope of work excluding travel and lodging (which will be reimbursed at the GSA rate prevailing at the time of training). The price per attendee you submit should apply whether the agency has one or two trainings in the first year. Any contract resulting from this solicitation will have an initial term of one year with two possible one-year renewals (potentially three years).

SCDEW has added three additional clauses to the RFP (see pages 3, 4 and 5 of this document) explaining how price increases will be calculated in years two and three. The RFP also contains clause TERM OF CONTRACT -- TERMINATION BY CONTRACTOR (JAN 2006) that provides the contractor the opportunity to terminate the contract by giving the agency notice 90 days prior to the renewal date. 18) Information for Offerors to Submit - Evaluation (Page 16)

21. Question 21(a) I. Work Plan

a. "Statement of Need for Training" - does this statement of need for training refer to why I think workforce training is necessary? The reason I pose the question is that the Agency has already identified a need for training.

Answer: Please state the training need as you understand it so that we may accurately assess how your training plan will address those needs.

Question 21(b) IV. Information for Offerors To Submit - General (Page 16). "You should submit a summary of all insurance policies you have or plan to acquire to comply with the insurance requirements stated herein". I did not see any insurance requirements listed. Can you tell me what these are? Do I need to submit certificates of insurance?

Answer: It is not necessary to submit insurance certificates with your offer. The successful offeror will need to provide certificates prior to starting work. See page 3 of this document for a description of the required insurance.

22. What level of management employees will attend the training sessions (i.e., senior leaders, middle management, front line supervisors, or all of the above?)

Answer: Trainees may come from any level of management.

23. Where will the training sessions be held?

Answer: We have onsite training facilities. In addition, we also have limited access to partner-agency training facilities that may be explored.

24. Is the consultant responsible for finding a venue, providing snacks/food, or anything more than materials, tools, equipment, labor and professional and non-professional services as stated in the solicitation?

Answer: The contractor will be responsible for materials, tools, equipment, labor and both professional and non-professional services as stated in the solicitation. SCDEW will provide the venue. The agency will not provide snacks.

25. Will the agency divulge specific management concerns to the consultant so that training may be customized to the attendees' needs?

Answer: Yes

26. Will the agency provide information on specific outcomes desired from the training program?

Answer: Yes

END OF AMENDMENT 2