

**REQUEST FOR PROPOSALS FOR
DIVERSITY AWARENESS TRAINING FOR EMPLOYEES**

ISSUING OFFICE

**Pennsylvania Turnpike Commission
Diversity and Inclusion Department**

RFP NUMBER

13-10370-4200

DATE OF ISSUANCE

August 28, 2013

REQUEST FOR PROPOSALS FOR
Diversity Awareness Training for Employees
13-10370-4200

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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for the development and delivery of Diversity Awareness Training to Commission employees throughout the Turnpike system.

I-2. Issuing Office. This RFP is issued for the Commission by the Diversity and Inclusion Department.

I-3. Scope. This RFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the service to be provided; requirements which must be met to be eligible for consideration; general evaluation criteria; and other requirements to be met by each proposal.

The scope of work for this RFP is for a consultant(s) to develop and deliver a plan on Diversity and Inclusion to the approximately 2,100 employees throughout the Turnpike system with online training and in-person training as detailed in Part IV of this RFP.

I-4. Problem Statement. The Pennsylvania Turnpike Commission recognizes the importance of an educated and motivated workforce with regards to meeting the organization's objectives. Diversity Awareness Training allows for employees to recognize, respect and value the differences that lead to innovative approaches and diverse thought.

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

I-6. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-7. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

A firm that responds to this solicitation as a prime may not be included as a designated subcontractor to another firm that responds to the same solicitation. **Multiple responses under any of the foregoing situations may cause the rejection of all responses of the firm or firms involved.** This does not preclude a firm from being set forth as a designated subcontractor to more than one prime contractor responding to the project advertisement.

I-8. Incurring Costs. The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

I-9. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with RFP 13-10370-4200 in the Subject Line to be received no later than 12:00 PM local time on **Wednesday, September 11, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-10. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

The Commission may revise a published advertisement. If the Commission revises a published advertisement less than ten days before the RFP due date, the due date will be extended to maintain the minimum ten-day advertisement duration if the revision alters the project scope or selection criteria. Firms are responsible to monitor advertisements/addenda to ensure the submitted proposal complies with any changes in the published advertisement.

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before 12:00 PM local time on **Wednesday, October 2, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

Please note that use of U.S. Mail, FedEx, UPS, or other delivery method, does not guarantee delivery to the Contracts Administration Department by the above listed time for submission. Proposers mailing proposals should allow sufficient delivery time to ensure timely receipt of their proposals. If the Commission office location to which proposals are to be delivered is closed on the proposal response date, due to inclement weather, natural disaster, or any other cause, the deadline for submission shall be automatically extended until the next Commission business day on which the office is open. Unless the Proposers are otherwise notified by the Commission, the time for submission of proposals shall remain the same.

I-12. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five (5) hard copies of the Technical Submittal and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix A to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least 120

days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

Each and every Proposer submitting a proposal specifically waives any right to withdraw or modify it, except as hereinafter provided. Proposals may be withdrawn by written or fax notice (fax number (717) 986-8714) received at the Commission's address for proposal delivery prior to the exact hour and date specified for proposal receipt.

Overnight Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:
Contracts Administration Department
Attn: Wanda Metzger
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

However, if the Proposer chooses to attempt to provide such written notice by fax transmission, the Commission shall not be responsible or liable for errors in fax transmission. A proposal may also be withdrawn in person by a Proposer or its authorized representative, provided his/her identity is made known and he/she signs a receipt for the proposal, but only if the withdrawal is made prior to the exact hour and date set for proposal receipt. A proposal may only be modified by the submission of a new sealed proposal or submission of a sealed modification which complies with the requirements of this solicitation.

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. The body of the proposal shall not exceed ten (10) one-sided pages of New Times Roman, font size 12.

I-14. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-15. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-16. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-17. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent

jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

In accordance with the Pennsylvania Right-to-Know Law (RTKL), 65 P.S. § 67.707 (Production of Certain Records), Proposers shall identify any and all portions of their Proposal that contains confidential proprietary information or is protected by a trade secret. Proposals shall include a written statement signed by a representative of the company/firm identifying the specific portion(s) of the Proposal that contains the trade secret or confidential proprietary information.

Proposers should note that "trade secrets" and "confidential proprietary information" are exempt from access under Section 708(b)(11) of the RTKL. Section 102 defines both "trade secrets" and "confidential proprietary information" as follows:

Confidential proprietary information: Commercial or financial information received by an agency: (1) which is privileged or confidential; **and** (2) the disclosure of which would cause substantial harm to the competitive position of the person that submitted the information.

Trade secret: Information, including a formula, drawing, pattern, compilation, including a customer list, program, device, method, technique or process that: (1) derives independent economic value, actual or potential, from not being generally known to and not being readily ascertainable by proper means by other persons who can obtain economic value from its disclosure or use; **and** (2) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy. The term includes data processing software by an agency under a licensing agreement prohibiting disclosure.

65 P.S. §67.102 (emphasis added).

The Office of Open Records has determined that a third party must establish a trade secret based upon factors established by the appellate courts, which include the following:

- the extent to which the information is known outside of his business;
- the extent to which the information is known by employees and others in the business;
- the extent of measures taken to guard the secrecy of the information;
- the value of the information to his business and to competitors;
- the amount of effort or money expended in developing the information; and
- the ease of difficulty with which the information could be properly acquired or duplicated by others.

See Crum v. Bridgestone/Firestone North Amer. Tire., 907 A.2d 578, 585 (Pa. Super. 2006).

The Office of Open Records also notes that with regard to "confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either 'commercial' or 'financial' and is privileged or confidential, and the disclosure **would** cause substantial competitive harm." (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records' website at www.openrecords.state.pa.us.

I-18. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer's request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-19. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-20. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work. The Director of the Diversity and Inclusion Department is the designated Project Manager and shall be in receipt of all communications as it relates to the project after the contract is awarded. The Commission will furnish and arrange all meeting locations, reproduction services, audio/visual equipment, computer access, WIFI and other technical or logistical support.

I-21. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-22. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will remain in effect for a period of three years. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-23. Proposer's Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

I-24. Insurance.

A. General Insurance Requirements

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.

3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an “occurrence” basis and not a “claims-made” basis. For Professional Liability “claims-made” coverage:
 - a. The retroactive date must be on or prior to the start of work under this contract; and
 - b. The Subcontractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three years – the required completed operations period.
4. The Commission, its commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor’s liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor’s work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.
5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor’s Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention’s of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commissions written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor’s insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best’s rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
 - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insured’s for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.

- b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.

12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

B. Professional Service Contractor Liability Insurance Requirements

- The Professional Service Contractor shall purchase the following insurance coverage’s for the minimum limits specified below or required by law.
 - **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:
 - \$1,000,000 each occurrence;
 - \$1,000,000 personal and advertising injury;
 - \$2,000,000 general aggregate; and
 - \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following:

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
- General aggregate limit applying on a per project/ location basis;
- Liability arising from premises and operations;
- Liability arising from the actions of independent contractors;
- Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
- Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insured’s as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
 - Liability arising out of the ownership, maintenance or use of any auto;
 - Auto non-ownership and hired car coverage
 - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
- **Workers’ Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; **employer’s liability** insurance with minimum limits of:
 - \$1,000,000 each accident for bodily injury by accident;
 - \$1,000,000 each employee for bodily injury by disease; and
 - \$1,000,000 policy limit for bodily injury by disease.

1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.

- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.
- **Umbrella Liability or Excess Liability** insurance with minimum limits of:
 - \$5,000,000 per occurrence;
 - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
 - \$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-6 hereof; (ii) Cost Submittal, in response to Part II-7 hereof.

The Commission reserves the right to request additional information which, in the Commission's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP.

The Commission may make such investigations as deemed necessary to determine the ability of the Proposer to perform the work, and the Proposer shall furnish to the Issuing Office all such information and data for this purpose as requested by the Commission. The Commission reserves the right to reject any proposal if the evidence submitted by, or investigation of, such Proposer fails to satisfy the Commission that such Proposer is properly qualified to carry out the obligations of the agreement and to complete the work specified.

II-1. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-2. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided.

II-3. Work Plan. Describe in narrative form your technical plan for accomplishing the work. Use the task descriptions in Part IV of this RFP as your reference point. Modifications of the task descriptions are permitted; however, reasons for changes should be fully explained.

II-4. Prior Experience. Include experience in delivering diversity awareness training to a transportation agency or other public entity consisting of a diverse employee workforce. Experience shown should be work done by individuals who will be assigned to this project as well as that of your company. Studies or projects referred to should be identified and the name of the customer shown, including the name, address, and telephone number of the responsible official of the customer, company, or agency who may be contacted.

II-5. Personnel. Include the number, and names where practicable, of executive and professional personnel, analysts, trainers, researchers, programmers, consultants, etc., who will be engaged in the work. Show where these personnel will be physically located during the time they are engaged in the work. Include through a resume or similar document, education and experience each individual has in diversity awareness training. Indicate the responsibilities each will have in this project and how long each has been with your company. Identify subcontractors you intend to use and the services they will perform.

II-6. Commitment to Diversity and Inclusion

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program (www.paucp.com) at the time of the submission of the proposal. The utilization of disadvantaged, minority and women-owned businesses are encouraged and will be considered a factor in the evaluation determination.

II-7. Cost Submittal. The information requested in this section shall constitute your cost submittal. The Cost Submittal (Appendix B, Cost Proposal) shall be placed in a separate sealed envelope within the sealed proposal, and on a CD-ROM, separate from the technical submittal.

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-9 of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

A completed Proposer's Cost Submittal must be provided in the sealed Cost Submittal envelope. Failure to complete this form in its entirety may result in rejection of the proposal.

The Proposer's cost must be broken down but not limited to the following components:

- a. Trainer Fees** for Western Regional Office, Central Administration Building, and Eastern Regional Office as requested in Part IV.
- b. Travel and Subsistence.** Itemize transportation, lodging and meals per diem costs separately. Travel and subsistence costs must not exceed current CONUS rates and IRS approved mileage rates. If there are no transportation, lodging, or subsistence costs in your proposal, so state.
- c. Development of On-line Training Module** as requested in Part IV-4 Tasks.
- d. Cost of Supplies and Materials.** No cost for supplies or materials is anticipated. The Commission will print and distribute all training materials.
- e. Other Direct Costs.** The Commission does not anticipate any other direct costs. If any, please provide a breakdown of these costs. If there are no other direct costs in your proposal, so state.
- f. Final Report** Costs as requested in Part IV-5 of this RFP.
- g. Total Cost.** (Inclusive of Items a. to f.)

Any costs not provided in the cost proposal will be assumed as no charge to the Commission.

The selected Proposer shall only perform work on this contract after the Effective Date is affixed and the fully-executed contract sent to the selected Proposer. The Commission shall issue a written Notice to Proceed to the selected Proposer authorizing the work to begin on a date which is on or after the Effective Date. The selected Proposer shall not start the performance of any work prior to the date set forth in the Notice of Proceed and the Commission shall not be liable to pay the selected Proposer for any service or work performed or expenses incurred before the date set forth in the Notice to Proceed. No Commission employee has the authority to verbally direct the commencement of any work under this Contract.

PART III

CRITERIA FOR SELECTION

III-1. Mandatory Responsiveness Requirements. To be eligible for selection, a proposal shall be (a) timely received from a Proposer; and (b) properly signed by the Proposer.

III-2. Technical Nonconforming Proposals. The two (2) Mandatory Responsiveness Requirements set forth in Section III-1 above (a&b) are the only RFP requirements that the Commission will consider to be non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformity in the proposal, (2) allow the Proposer to cure the nonconformity, or (3) consider the nonconformity in the evaluation of the proposal.

III-3. Proposal Evaluation. Proposals will be reviewed, evaluated, and rated by a Technical Evaluation Team (TET) of qualified personnel based on the evaluation criteria listed below. The TET will present the evaluations to the Professional Services Procurement Committee (PSPC). The PSPC will review the TET's evaluation and provide the Commission with the firm(s) determined to be highly recommended for this assignment.

The Commission will select the most highly qualified firm for the assignment or the firm whose proposal is determined to be most advantageous to the Commission by considering the TET's evaluation and the PSPC's determination as to each firm's rating. In making the PSPC's determination and the Commission's decision, additional selection factors may be considered taking into account the estimated value, scope, complexity and professional nature of the services to be rendered and any other relevant circumstances. Additional selection factors may include, when applicable, the following: geographic location and proximity of the firm, firm's Pennsylvania presence or utilization of Pennsylvania employees for the assignment; equitable distribution of work; diversity inclusion; and any other relevant factors as determined as appropriate by the Commission.

Award will only be made to a Proposer determined to be responsive and responsible in accordance with Commonwealth Management Directive 215.9, Contractor Responsibility Program.

III-4. Evaluation Criteria. The following criteria will be used, in order of relative importance from the highest to the lowest, in evaluating each proposal:

a. Understanding the Problem. This refers to the Proposer's understanding of the Commission needs that generated the RFP, of the Commission's objectives in asking for the services and of the nature and scope of the work involved.

b. Proposer Qualifications. This refers to the ability of the Proposer to meet the terms of the RFP, especially the time constraint and the quality, relevancy, and recency of studies and projects completed by the Proposer. This also includes the Proposer's financial ability to undertake a project of this size.

c. Personnel Qualifications. This refers to the competence of professional personnel who would be assigned to the job by the Proposer. Qualifications of professional personnel will be measured by experience and education, with particular reference to experience on services similar to that described in the RFP.

d. Soundness of Approach. Emphasis here is on the techniques for collecting and analyzing data, sequence and relationships of major steps, and methods for managing the service/project. Of equal importance is whether the technical approach is completely responsive to all written specifications and requirements contained in the RFP and if it appears to meet Commission objectives.

e. Cost. While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.

f. Commitment to Diversity and Inclusion (D/M/WBE) Participation. This refers to the inclusion of D/M/WBE firms, as described in Part II-6, Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified D/M/WBE firms.

PART IV

WORK STATEMENT

The Commission operates and maintains 552 miles of toll roads in the state of Pennsylvania. It oversees 67 fare collection facilities, 17 service plazas and 27 maintenance facilities. Today it employs approximately 2100 men and women. The Commission has three (3) primary administration offices which are located across the state. The Eastern Regional Office is located in the Philadelphia/King of Prussia area; the Central Office is located in Harrisburg/Middletown area; and the Western Regional Office is located in the Pittsburgh/New Stanton area. Each of these administrative offices services various districts throughout the Turnpike system.

The Diversity and Inclusion Department is seeking a consultant(s) to develop and deliver onsite training, as well as, training materials for an online module. Employee training for management employees (non-union) will be delivered regionally, based on the locations of the administrative offices, and some union employees may be trained with online modules in tandem with the on-site training schedule. Training dates and locations will be coordinated by the Diversity and Inclusion Department and the consultant. The training site facilities will be paid for and handled by the Commission.

IV-1. Objectives.

The Commission seeks to train employees in the area of diversity and inclusion. In-person training will be done at or near the three (3) administration offices identified above on the Turnpike system throughout the state.

Online training shall be developed to compliment in-person training and is to be developed in a PowerPoint format.

IV-2. Nature and Scope of the Project.

- Develop online training module materials for employees to be submitted in a PowerPoint format.
- In-person training will be delivered to approximately 641 management employees at PTC facilities in Western, Central, and Eastern PA (i.e., Commission offices in New Stanton, Middletown, and King of Prussia).
- The Commission anticipates 31 training class sessions. For the purpose of this RFP 6 training class sessions in the PTC Western facilities, 20 training class sessions in the PTC Central facilities, and 5 training class sessions in the PTC Eastern facilities. The Commission reserves the right to modify the number of sessions at a particular training facility as needed.

IV-3. Requirements.

- The training vendor should have experience in delivering diversity awareness training to a transportation agency or other entity consisting of a diverse workforce.
- Each class shall consist of no more than 25 employees.
- Two (2) engaging interactive activities must be included in the trainings.
- It is the intent/expectation that the contractor will provide the Commission with the ability to fully maintain and modify, using in-house Commission resources, any and all courseware and

training materials developed under the contract after the project is completed. If your solution would require additional costs to the Commission, please state in the Cost Proposal.

IV-4. Tasks.

- Create a blended learning solution (e-learning and classroom training).
- Classroom training sessions will be three (3) hours in length, two per day.
- Online training will consist of a condensed version of classroom training and must not exceed 1.5 hours in length.
- Training must include the following components in the print materials and presentation:
 - Cultural Competence, Cultural Norms and Values
 - Multicultural Communication in the Workplace
 - Unconscious Biases
 - Working in a Multi-Generational Workplace
- Make adjustments and adapt materials as needed throughout the training engagement.
- Provide a final report that outlines issues revealed during training.

IV-5. Reports and Project Control.

a. Final Report. A final report is due 30 days after the final training session and should include:

- (1) A summary of findings, conclusions, and recommendations developed as a result of the training sessions.
- (2) Include all supporting documentation; e.g., forms, questionnaires, evaluations.
- (3) Recommend a time-phased work plan for implementing the additional and/or follow-up training.
- (4) Two draft copies of the final report must be submitted for Commission review prior to issuance of the final report.

Addendum No. 1

RFP # 13-10370-4200

DIVERSITY AWARENESS TRAINING FOR EMPLOYEES

Prospective Respondents: You are hereby notified of the following information in regard to the referenced RFP:

REVISIONS

1. The response date referenced in Part I-11 of the RFP has been extended and revised as follows:

I-11. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Wanda Metzger, on or before **2:00 PM local time on Wednesday, October 9, 2013.**

2. On Page 1 of 17, Part I-5, has been revised to read as follows:

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services contract. **The number of training sessions indicated in this RFP is approximate and are subject to change. Payment will be made for actual number of sessions that are held.**

3. On Page 9 of 17, Part I-24, B, the last bullet has been revised to read as follows:

- **Umbrella Liability or Excess Liability** insurance with minimum limits of:

\$1,000,000 per occurrence;

\$1,000,000 aggregate for other than products/completed operations and auto liability;
and

\$1,000,000 products/completed operations aggregate.

4. On Appendix B, Cost Proposal, Note A, the last sentence is revised to read as follows:

The total number of sessions and the breakdown of locations are subject to change as business needs dictate.

5. On Page 3 of 17, Part I-13, has been revised to read as follows:

I-13. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP. The body of the proposal shall not exceed ten (10) one-sided pages of Times New Roman, font size 12. The ten (10) page count shall include all information as requested in Part II-1 through II-6 of the RFP.

QUESTIONS & ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of September 11, 2013. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

1. Section I-13 states: “The body of the proposal shall not exceed ten (10) one-sided pages of New Times Roman, font size 12.” What is considered the “body” of the proposal? Is it the technical submittal only and not the cost submittal? Does the body include any curriculum vitae/resumes that the proposer may choose to submit? Should “New Times Roman” correctly state “Times New Roman”?

The body of the proposal should contain all pertinent information for evaluation of the proposal including curriculum vitae/resumes. The technical and cost submittals are separate and are to be delivered per the instructions of the proposal. Yes, “Times New Roman” is the correct font specified.

2. Section I-22 states: “The term of the contract will commence on the Effective Date (as defined below) and will remain in effect for a period of three years.” Please clarify the purpose of the three year term. Will the contractor be expected to string the 31 sessions over a three year period or will all the 31 sessions be performed in the first year and again in the second and third years? If the contractor is expected to perform all 31 sessions and complete the online materials in the first year, what are the Commission’s expectations for Year 2 and 3 as far as tasks to be performed by the contractor?

The contract anticipates approximately 31 class sessions and the delivery of the courses in the three (3)-year period. The number of class sessions is an approximate number and subject to change during the life of the contract, but it is anticipated that the sessions may extend into the third year of the contract. The online training module is expected within the first year.

3. Section II-4 requires proposers to “Include experience in delivering diversity awareness training to a transportation agency or other public entity consisting of a diverse employee workforce.” Why is experience with a transportation agency important? Why isn’t experience with any public entity enough?

The Pennsylvania Turnpike Commission is a transportation agency as well as a public entity. Proposals reviewed will factor in all experience in diversity awareness training and proposal content.

4. Section IV-2 gives the Commission the right “to modify the number of sessions at a particular training facility as needed.” Please confirm that while the Commission may increase/decrease sessions at a particular training facility, the total number of sessions (31) will not change without the consent of the contractor and additional remuneration.

For the purpose of this RFP the Commission assumes approximately 31 sessions will be scheduled, but payment will only be made for the actual number of sessions that will be held whether it is more or less than 31. The Commission reserves the right to increase or decrease the number of class sessions as business needs dictate.

5. Section IV-1 requires contractor to “Develop online training module materials for employees to be submitted in a PowerPoint format.” Please confirm that delivery of the module materials in PowerPoint format is the extent of the contractor’s delivery responsibility and that the Commission will be responsible for making the PowerPoint available online for its employees to access.

The Commission will be responsible for making the final content available to employees however; contractors are expected to work with the Commission to ensure the downloaded content to format to the desired results. Delivery of the PowerPoint content should be on a formatted flash drive or CD.

6. Section IV-4 provides that “Classroom training sessions will be three (3) hours in length, two per day.” Does this mean that training sessions will be two per day or that each training session will be broken into two time periods – a morning session and an afternoon session? I am interpreting it as the former. If so, the total number of classroom session days is 16, since two sessions will be provided in one day except for one session.

Yes. Classroom training sessions will be three (3) hours in length. It is anticipated that the Commission will schedule two (2) sessions per day.

7. Is there a preferred medium for online training or is Go-To-Meeting or Adobe Connect an acceptable form of online training delivery.

The Commission utilizes an internal online training system that is compatible with PowerPoint and most of its functions. Contractors should submit their module in a PowerPoint format and will work with employees to finalize the training module.

8. Will the online training be offered live or should it be offered as a stand alone, self directed training?

The online training will be scheduled with employees in an individual, self-directed format.

9. If the online training is offered live, is there an anticipated frequency (i.e. how many online offerings would be expected)?

Online training will not be used as live training.

10. Can an online pre-survey of knowledge be requested of participants to discuss in an aggregate form during the training?

Yes

11. Is an assessment of learning results expected as part of the final report? If so is there a specific measurement of impact that is desired?

Yes, an assessment is expected on the effectiveness of the training as per Section IV-5 of the RFP.

12. Will training classrooms include access to the internet, power point presentation capabilities and easels with pads and markers for exercises and discussions?

Yes. Supplies such as easels, pads, and markers will be provided at the trainer's request within reason.

13. Will management staff being trained need to be prepared to present any of the material to their teams?

No

14. Is the resume for personnel involved in the training included in the 10 page count of the proposal or can they be included as an attachment?

The 10 page count shall include all information as requested Part II-1 through II-6 of the RFP.

15. Will a summary of experience in lieu of a full resume which includes education and experience of each individual in diversity awareness training meet the requirements of the RFP?

Yes

16. How long is the employee training?

Section IV-4 of the RFP states that classroom training sessions will be three (3) hours in length, and online training must not exceed 1.5 hours in length.

17. In reference to the e-learning time requirement, Will the Power Point include a "voice over taken from live workshop" that could be recorded? In other words, will voice of trainer be synchronized with PPT?

No, the internal training program does not recognize sound.

18. Will rank and file be able, be encouraged, be open to "pre-work" – a short reading assignment prior to coming to the session?

No, but a short, pre-assessment may be applied to the online presentation.

19. Is the commission open to a job aid – for managers – that summarizes skills and tools from training that is on their desk? A constant reminder – say on a calendar strip, mouse pad, even a screen saver?

Yes, always open to suggestions.

20. Will the commission consider encouraging participants to visit a website prior to or after training? Select articles, possible self-assessment instrument, letter or even video from leadership supporting D&I efforts?

The Commission is open to suggestions.

21. Does the Turnpike Commission maintain its own Learning Management System (LMS)? If so, will the on-line modules be maintained on the internal LMS?

The Commission utilizes SAP and a related training program compatible with PowerPoint.

22. Does the Turnpike Commission want the power point modules developed as an interactive e-learning or simply as a power point to be adapted by the commission?

Interactive is preferable, although there is not sound capacity on the Commission's training program.

23. Do you want to offer the same content to both managers and line staff or would you prefer to have a manager version and a staff version developed of the 3-hour onsite training?

In-person training for management employee should include more content related to managers than the online version of the training just so long as it includes the focus areas outlined in the RFP.

24. What are the anticipated start and end dates for this project?

The term of the contract is up to three (3) years and will start no earlier than January 2014.

25. With regard to the onsite training, can sessions be held on consecutive days at each of the 3 locations to save on the trainer's travel costs?

Yes, training sessions will be scheduled on consecutive days as much as possible to accommodate the contractor and employees. However, it is anticipated that there may be some non-consecutive training session days as well.

26. Is the Turnpike Commission willing to make copies of the learning materials for all attending or would you prefer that the trainer provides all copies of the materials for the onsite sessions?

The Commission will print all copies and learning materials for employees.

27. Will the Turnpike Commission provide evaluation forms at the end of each onsite training session or would you like the trainer to develop an evaluation form? If so, should the form be in hard copy to be disseminated at the end of each session or can an online survey site be used to gather this data?

The Commission will provide all evaluations for trainings.

28. Are you currently working with anyone within the Inclusion and Diversity arena, and if so, do you anticipate the incumbent participating in the RFP process?

There is not an incumbent for this training.

29. Has a budget been established for this initiative and are you able to share that information?

Yes, there is a budget for training however, it will not be shared.

30. When do you anticipate awarding the contract?

Section III-3 of the RFP covers the evaluation and award process. It is anticipated that, if a contract is awarded, it will be made no earlier than December 2013 and contract execution will occur no earlier than January 2014.

31. What are the dates of the anticipated dates of the engagement - launch and completion?

See response to question #24.

32. What work with the Inclusion and Diversity arena has previously been done within the Pennsylvania Turnpike Commission?

No organization-wide training has been done in the area of diversity and inclusion in the past 5-years.

33. Because of the nature of the work that we do (namely training within the confines of a conference room or online learning solutions), our previous clients have worked with us regarding the limits of our insurance coverage, which is less in a number of places from what you have outlined on pages 8 and 9 in the General Information for Proposers. Are you willing to work within the following insurance limits?

- Commercial Liability - \$1,000,000 general aggregate and \$1,000,000 products/completed operation aggregate
- Workers' Compensation - \$100,000 each accident for bodily injury, \$500,000 each employee for bodily injury by disease and \$100,000 policy limit for bodily injury by disease
- Umbrella Liability - \$1,000,000

No, see Revision #3 for the only acceptable change.

34. Is the Turnpike Commission open to an online training module built in a more traditional e-learning tool, such as Captivate or Articulate?

See response to question #7.

All other terms, conditions and requirements of the original RFP dated August 28, 2013 remain unchanged unless modified by this Addendum.