REQUEST FOR PROPOSALS FOR

Supervisory Leadership Academy Training—Level 2

ISSUING OFFICE

Pennsylvania Turnpike Commission

Human Resources Department (Training and Development)

RFP NUMBER

14-10380-4488

DATE OF ISSUANCE

January 28, 2014
REQUEST FOR PROPOSALS FOR
Supervisory Leadership Academy Training—Level 2
RFP 14-10380-4488

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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 development and delivery of a second-step leadership development training program for selected supervisory staff.

I-2. Issuing Office. This RFP is issued for the Commission by the Human Resources Department (Training and Development).

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.

I-4. Problem Statement. The objective of entering into an agreement with an outside training consultant for these purposes is to ensure Commission supervisory staff receive additional leadership development training that complements and builds upon the existing level 1 supervisory program. This will be the second step in a 4-tier leadership development initiative.

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. 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@paturnpike.com with RFP 14-10380-4488 in the Subject Line to be received no later than 12:00 PM local time on Tuesday, February 11, 2014. 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 2:00 PM local time on Tuesday, March 11, 2014. 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:  US Mail Delivery Address:
Contracts Administration Department  Contracts Administration Department
Attn: Wanda Metzger  Attn: Wanda Metzger
PA Turnpike Commission  PA Turnpike Commission
700 South Eisenhower Blvd.  P.O. Box 67676
Middletown, PA 17057  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, including curriculum vitae/resumes, shall not exceed ten (10) one-side pages of Arial size 12 font. The ten (10) page count shall include all information requested in Part II-1 through Part II-7 of the RFP.

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.
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.


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 Human Resources Department will provide Commission-related supervisory program level 1 documentation necessary to complete the identified work. The Commission will print all copies of participant materials; provide supplies such as easels, pads, and markers; training rooms at the Central Office Harrisburg, PA; and technical support for Commission owned equipment.

I-21. Cost Submittal. The cost submittal (Appendix B) 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 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.


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:

<table>
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<th>Limit</th>
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<tbody>
<tr>
<td>$1,000,000</td>
<td>each occurrence;</td>
</tr>
<tr>
<td>$1,000,000</td>
<td>personal and advertising injury;</td>
</tr>
<tr>
<td>$2,000,000</td>
<td>general aggregate; and</td>
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<tr>
<td>$2,000,000</td>
<td>products/completed operation aggregate.</td>
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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;
• Liability arising from the explosion, collapse or underground (XCU) hazards (If
  Applicable)
• 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.
  2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
  3. Maritime Coverage under the Jones Act, where applicable.

• **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 benefit act.
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 the completed proposal cover sheet (use Appendix A) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II-7 hereof; (ii) Cost Submittal, in response to Part II-8 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. Proposal Cover Sheet (Appendix A)
Show the name of your firm, Federal I.D. number, address, name of contact person, contact person’s email and telephone number date and the subject: Supervisory Leadership Academy Training—Level 2, RFP 14-10380-4488. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

II-2. Statement of the Problem. State in succinct terms your understanding of the problem presented or the service required by this RFP.

II-3. Management Summary. Include a narrative description of the proposed effort and a list of the items to be delivered or services to be provided to include a sample of training materials on topic and course assessment that will be completed by trainees.

II-4. 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. Indicate the number of personhours allocated to each task.

II-5. Prior Experience. Include a detailed description of your organization’s experience in design, development, and delivery of level 2 leadership training programs. Include specific use of skills measurement, assessment tools, and any associated/required certifications to facilitate these assessments. Experience shown should be work done by individuals who will be assigned to this project as well as
that of your company. Training 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-6. Personnel. Include the number, and names where practicable, of executive and professional personnel, trainers, researchers, consultants, etc., who will be engaged in the work. Include through a resume or similar document your company/personnel’s education and experience in design, development, and delivery of level 2 leadership training programs. Include specific use of skills measurement, personality/behavioral assessment tools, and any associated or required certifications. 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-7. 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-8. 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** 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 Training Program** as requested in Part IV-3 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-4 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&amp;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 nonconformities 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-7. 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 Human Resources/Training and Development department is seeking a consultant to design, develop, and deliver the second level in a 4-tier leadership development training initiative at the Pennsylvania Turnpike Commission’s Administration Building in Middletown/Harrisburg, PA.

Supervisory Leadership Academy Training Levels Overview

**Level 1:** This level of the program serves as the foundation component for supervisors and is designed to enhance knowledge, skills, and abilities associated with supervisory responsibilities and performance.

**Level 2:** This level of the program is designed for managers/directors whose staff includes other supervisors. It involves teaching participants how to align their resources and staff with the Commission’s organizations mission and strategic goals.

**Level 3:** This level is focused on senior management and their role influencing others. Participants will learn how to develop skills for influencing decisions and behaviors for emerging leaders help them understand the Commission’s vision of leadership.

**Level 4:** This level is for executives to further develop and excel in strategic vision, organizational awareness, innovation, stakeholder relationships, and prepare themselves and others for the future success of the Commission.

**IV-1. Objectives.**

The Commission seeks a professional development consultant to ensure supervisory staff receives additional leadership development training that complements and builds upon our existing level 1 supervisory program. Human Resources Training and Development is seeking a consultant to design, develop, and conduct the Level 2 Leadership Development Program as part of a 4-tier Leadership Development Training initiative for approximately 108 experienced supervisory staff from all Commission departments. This program should be designed to teach the alignment of resources and staff within the Commission as related to our mission and strategic goals which follow.

**Mission**
To operate a safe, reliable, customer valued toll road system that supports national mobility and commerce.

**Vision**
In serving our customers, we will reaffirm ourselves as the world’s finest superhighway by:

- Fulfilling our public responsibility to provide a safe, sustainable, uninterrupted travel experience.
- Becoming an industry leader, a valued business partner, and a trusted employer.

**Values**
Communication: We strive to foster continuous communication with our employees, customers, Legislators, stakeholders, and business partners.
Customer Service: We maintain the highest level of quality service with a focus on safety, dependability, and mobility.

Diversity: Provide equal opportunity for all employees and business partners.

Innovation: We foster a visionary atmosphere to maintain our role as an industry leader.

Integrity: We conduct ourselves transparently, responsibly, ethically, and honestly to earn the public’s trust every day.

Professionalism: We create a work environment where employees are empowered to take ownership of their work and provide excellence in public service.

Safety: We care deeply about the safety of our employees, customers, and business partners.

Stewardship: We respect current and future generations by using cost-effective strategies that meet today’s challenges while safeguarding our resources, our finances, and our environment for tomorrow.

Teamwork: We promote respect and collaboration among all team members to ensure effective and efficient quality service for our customers.

IV-2. Requirements.

Training will take place in the Commission’s Administration Building in Middletown/Harrisburg, PA.

The Level 2 training should include 6 days of instruction. The six days of instruction should be split into two parts. The total participants to be trained over the course of the three-year contract are estimated to be 108. An example schedule:

- Week 1—three consecutive days (8 a.m. – 4 p.m. each day) - followed by a six-week break, and
- Week 8—three consecutive days (8 a.m. – 4 p.m. each day).

Selected vendor/consultant should have experience designing, developing and delivering leadership training to supervisors and experience training in the topics identified in section IV-3 – Tasks. Course materials should demonstrate sound knowledge of adult learning theory methodologies. Content to be included in the course include 180 degree assessment by participants and their immediate supervisors two weeks before the start of class. Completion of DiSC Model Behavior Assessments and instructing participants to interpret and relate their understanding of the assessment results in their leadership role.

Course details

- Conduct two training courses per year, over three years, for approximately 108 total participants
- Provide initial class materials to the Commission for review at least three weeks before first class in order to be approved
- The Commission will provide duplication service of course materials
- The Commission will schedule attendees, provide sign-in sheets, and reserve training facilities and equipment for each course
- Conduct two training assessments for each course (after day three and day six).
- Issues that arise from the training assessments or course delivery will be addressed and revisions made to the course by the consultant as agreed upon.
IV-3. Tasks.
The training should include:
- Include the Commission’s organizational mission, values, and strategic goals throughout materials and presentation.
- 180 Assessments
- Completion of 180 assessment by participant and participant’s immediate supervisor two weeks prior to start of class
- Review 180 assessment results
- Learn techniques to develop an action plan to address opportunities for future growth and development
- Distribution of 180 assessment action plan assignment
- Develop action plan with immediate supervisor
- Review and discuss the implementation of the 180 assessment action plan

DiSC Model Behavior Assessment
- Complete a third-generation DiSC assessment to create and individualized learning experience focusing on the following:
  - Leadership and management strategies
  - A departmental action plan designed to align staff/resources with organizational mission and strategic goals

Organizational Alignment
- Understand management vs. leadership and the impact each style has on the organization
- Leadership alignment and competencies to include vision, people, knowledge sharing, rewards, processes and organizational structure
- Understanding and adopting corporate change, required communications and the change implementation process
- Align staff and resources to organizational goals and objectives

Coaching and Mentoring
- Identify the effects of coaching and mentoring
- Adopt an effective teaching behavior trait to enhance the knowledge, skills and attributes of your team
- Provide effective feedback
- Develop and identify the strengths and weakness of your team
- Develop delegation skills to appropriately distribute workload

Communication Competencies
- Develop communication skills that are clear, precise, factual and on-time
- Communication competencies to include active listening, facilitating discussion, thinking, writing and non-verbal
- Increase participants communication skills to create an awareness of their own barriers to effectively communicate with their team

Motivation Competencies
• Understand what moves people to achieve and surpass expectations in skill vs. will
• Establish challenging but attainable goals for individuals and groups
• Identifying positive work behaviors to reinforce activities that are aligned with the goals of departments and the organization
• Learn how to successfully align and motivate staff and resources to organizational goals and objectives
• Improve participants ability to lead others

Strategic Thinking and Planning
• Acting with integrity, honesty and justice
• Understand, committing to and delivering the mission, values and strategic goals of the PTC
• Identify actions, strategies and timeliness for goal attainment
• Achieve business results and develop commitment to key organizational priorities and values

IV-4. Reports and Project Control.

a. Status Report. Provide a post-class progress report (for each 6-day course) covering activities, problems, and recommendations; the report should be keyed to the work plan developed by the Proposer in its proposal, as amended or approved by the Commission.

b. Problem Identification Report. An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale.

c. Final Report. A final report is due 30 days after the final course is completed and should include the following:

(1) A summary of findings, outcomes, conclusions, and recommendations based on the results of the training classes. (The Commission will provide data from training assessments to the consultant to evaluate.)

(2) Include all supporting documentation; e.g. forms, questionnaires, evaluations, etc.

(3) Recommend a time-phased work plan for implementing the next level (3) of the Supervisory Leadership 4-tier training initiative. Level 3 will be designed to further develop the leadership, influencing, and communication skills needed by senior management staff in their roles supporting the Commission’s plans for the future.

(4) Two copies of the final report summarizing the full three-year training program must be submitted to Human Resources Department (Training and Development).
APPENDIX A – PROPOSAL COVER SHEET
Pennsylvania Turnpike Commission

Supervisory Leadership Academy Training—Level 2
RFP# 14-10380-4488

Enclosed in two separately sealed submittals is the technical and cost proposal for the Proposer identified below for the above referenced RFP:

<table>
<thead>
<tr>
<th>Proposer Information:</th>
</tr>
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<tbody>
<tr>
<td>Proposer Name</td>
</tr>
<tr>
<td>Proposer Mailing Address</td>
</tr>
<tr>
<td>Proposer Website</td>
</tr>
<tr>
<td>Proposer Contact Person/Title</td>
</tr>
<tr>
<td>Contact Person’s Phone Number</td>
</tr>
<tr>
<td>Contact Person’s Fax Number</td>
</tr>
<tr>
<td>Contact Person’s Email Address</td>
</tr>
<tr>
<td>Proposer Federal ID Number</td>
</tr>
<tr>
<td>Location of Headquarters</td>
</tr>
<tr>
<td>Location of Office(s) Performing the Work</td>
</tr>
<tr>
<td>Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Submittals Enclosed and Separately Sealed:</th>
</tr>
</thead>
<tbody>
<tr>
<td>☐ Technical Submittal</td>
</tr>
<tr>
<td>☐ Cost Submittal</td>
</tr>
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<table>
<thead>
<tr>
<th>Signature</th>
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</thead>
<tbody>
<tr>
<td>Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer’s proposal:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Print Name</th>
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<td>Title</td>
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FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.
# APPENDIX B - COST PROPOSAL

Pennsylvania Turnpike Commission  
Supervisory Leadership Academy Training—Level 2  
RFP# 14-10380-4488

<table>
<thead>
<tr>
<th>Item</th>
<th>Item Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Trainer Fees per class, which is a total of 6 days, 2 classes per year.</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Travel and Subsistence</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Development of Supervisory Leadership Academy Training Materials</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Final Report</td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Other Direct Costs</td>
<td></td>
</tr>
<tr>
<td></td>
<td><strong>Total</strong></td>
<td><strong>$</strong></td>
</tr>
</tbody>
</table>

ANY COST NOT PROVIDED IN THE COST PROPOSAL WILL BE ASSUMED NO CHARGE TO THE COMMISSION.

**NOTES:**

A. Trainer Fees - Each Supervisory Leadership Class shall consist of 6 days. It is anticipated that there will be 2 Supervisory Leadership Classes per contract year. The total number of Supervisory Leadership Classes are subject to change as business needs dictate.

B. Travel and Subsistence - Costs must not exceed current CONUS rates for lodging and meals and IRS approved milage rates. Provide backup calculations on a separate sheet attached to your completed cost proposal.

C. Other Direct Costs - The Commission does not anticipate any other direct costs. If any, please provide a breakdown of these costs on a separate sheet attached to your completed cost proposal.

Proposer Company Name: ________________________________