



STATE OF TENNESSEE
DEPARTMENT OF TRANSPORTATION

**REQUEST FOR PROPOSALS # 40100-26020
AMENDMENT # 2
FOR Transportation and Engineering Development
Program**

DATE: August 14, 2020

RFP # 40100-26020 IS AMENDED AS FOLLOWS:

1. **This RFP Schedule of Events updates and confirms scheduled RFP dates. Any event, time, or date containing revised or new text is highlighted.**

EVENT	TIME (central time zone)	DATE
1. RFP Issued		July 28, 2020
2. Disability Accommodation Request Deadline	2:00 p.m.	July 30, 2020
3. Notice of Intent to Respond Deadline	2:00 p.m.	July 31, 2020
4. Written "Questions & Comments" Deadline	2:00 p.m.	August 6, 2020
5. State Response to Written "Questions & Comments"		August 14, 2020
6. Response Deadline	2:00 p.m.	August 21, 2020
7. State Schedules Respondent Oral Presentation		August 26, 2020
8. Respondent Oral Presentations	8 a.m. – 4:30 p.m.	September 10 – September 14, 2020
9. State Completion of Technical Response Evaluations		September 22, 2020
10. State Opening & Scoring of Cost Proposals	2:00 p.m.	September 23, 2020
11. State Notice of Intent to Award Released <u>and</u> RFP Files Opened for Public Inspection	2:00 p.m.	September 25, 2020
12. End of Open File Period		October 2, 2020
13. State sends contract to Contractor for signature		October 5, 2020
14. Contract Negotiations		October 6, 2020

15. Contractor Signature Deadline	2:00 p.m.	October 9, 2020
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2. State responses to questions and comments in the table below amend and clarify this RFP.

Any restatement of RFP text in the Question/Comment column shall NOT be construed as a change in the actual wording of the RFP document.

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
Pro forma A.4.	36	<p>1. "The class size shall not be less than twenty-five (25), not greater than fifty (50) employees"</p> <p>How are the class sizes and participants identified (e.g. Is there an internal application process or are participants selected for participation based on other measures etc.)?</p>	<p>The class will be made up of the department's incoming (newly hired) entry-level engineering and transportation management staff.</p> <p>Class size is determined by the department's available hiring vacancies and recruitment outcome.</p>
Pro forma A.7.	37	<p>2. "The Contractor will be responsible for setting up a closing ceremony at the conclusion of each Program week and will be responsible for providing adequate space that can accommodate the participating State employees, their supervisors, and executive leadership staff."</p> <p>Will different participants attend each Program Week? Or will one cohort complete 2 separate weeks of training. Could Weeks 1 and Weeks 2 have a combined graduation ceremony?</p>	<p>Yes, different participants will attend each program week. One cohort per training week.</p> <p>Respondents should include a proposal for up to two closing ceremonies.</p>
Pro forma Section B.	37	<p>3. "This Contract shall be effective _____ ("Effective Date") and extend for a period of sixty (60) months after the Effective Date ("Term").</p> <p>And</p> <p>"This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms, and conditions for a period not to exceed twelve (12) months each.....In no event, however, shall the maximum Term, including all renewals and</p>	<p>This is an error and has been corrected in Item # 3 of this document.</p>

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		<p>extensions, exceed a total of sixty (60) months.</p> <p>What will be the initial contract award period? If it can be renewed for a period up to 12 months – no more than 3 times (36 Months), we assume that initial period will be 24 months. Is that accurate?</p>	
Pro forma A.5.	36	<p>4. “The Contractor shall provide faculty members and industry experts to deliver the Program classes and provide a Program facilitator(s)”</p> <p>Does the sponsor have any specific educational or experience expectations for faculty members and industry experts utilized in this Program?</p>	<p>The department will consider recommendations from submitted proposals based on the guidelines provided within the RFP. Faculty expertise should be determined based on the content sessions which are built around the following leadership development topics and subtopics (Section A.4 of the Pro Forma Contract):</p> <ul style="list-style-type: none"> a. Leading Self <ul style="list-style-type: none"> (1) Building Successful Relationships (2) Making Effective Decisions (3) Personal Drive b. Leading Teams <ul style="list-style-type: none"> (1) Communication (2) Building Effective Teams (3) Coaching and Developing Others c. Leading Organization <ul style="list-style-type: none"> (1) Strategic Agility (2) Diversity and Inclusion (3) Customer Focus (4) Managing and Measuring Work
RFP 2.1.	5	<p>5. Does the state anticipate conducting oral presentations via virtual format, given the possible COVID-19 restrictions?</p>	<p>We will be able to conduct the oral presentations via a virtual format should COVID restrictions be in place during the presentation dates.</p>
RFP 2.1.	5	<p>6. What is the preferred format and length of time for oral presentations?</p>	<p>Determining the format and length of the presentation should be based upon the content of the proposal.</p>
RFP 5.2.1.	14	<p>7. Is it possible for the state to provide information regarding the roles or background and experience with training programs of this nature</p>	<p>The evaluation team will be made up of staff from the Human Resources and Engineering divisions within the department. All evaluating members have experience with administering</p>

RFP SECTION	PAGE #	QUESTION / COMMENT	STATE RESPONSE
		of the members of the evaluation team?	or participating in leadership development training programs.
Pro Forma Contract-A.9	37	8. The contract describes program planning activities beginning six (6) months in advance of a program session. Given the various phases of COVID-19 guidelines and the possibility of shifting factors related to the pandemic, how should the Contractor approach logistics planning? Will the possibility for both virtual and live session planning activities need to take place? How will issues such as limited capacities for group size be taken into consideration several months in advance of a planned program session?	From Section A.6 of the RFP (This is a Mandatory Requirement): Provide a statement indicating that Respondent has the capability to live stream training activities via internet for remote events and accommodate current 6' (or applicable) social distancing guidelines for in-person events. Given the current COVID-19 situation, these items should be included, and a plan provided, in the proposal.
Pro Forma Contract-A.3, A.6	36	9. Are the topics listed in A.3 of the contract to be delivered in full during one five (5) day program session (described in A.6)? This question helps us clarify if a cohort of participants will only meet one time, for five (5) consecutive days in order to complete the program.	Yes, each cohort will meet one time for five (5) consecutive days. There may be up to two cohorts per year.
Pro Forma Contract-A.3	36	10. Does the Department of Transportation or the State of Tennessee Government allow leadership and other similar types of assessments to be utilized in this leadership development program?	Yes.
Pro Forma Contract-A.3	36	11. Does the Department of Transportation or the State of Tennessee Government have a preferred set of assessments to incorporate into the program that are relative to the topics listed? If so, can you please provide a list of any leadership, personality, behavioral, communication or management assessments that are either currently in use by the state agency or that are preferred for	The Department will refer to the expertise of the respondents regarding the appropriate assessments to include in their overall proposal. In the past, each class has participated in an Emotional Intelligence assessment and session

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		the purpose of enhancing the program experience?	
Pro Forma Contract- A.4, A.6 and Technical Response & Evaluation Guide- C.7	26	12. Section C.7 of the Technical Response & Evaluation Guide indicates that there will be 25-50 program participants per year. Section A of the Pro Forma Contract indicates there will be 25-50 participants per program and that the program will take place twice per year, at a minimum. This contract language therefore implies that there could be at a minimum of 100 program participants per year, if the program runs twice with the maximum number of participants (50) enrolled. Can you provide clarification on the total anticipated number and total maximum number of program participants per year?	In clarification, there will be 25-50 participants total per hiring cohort, or 50-100 participants per year. We hire for these positions twice annually (January and June).
Technical Response & Evaluation Guide- C.8	26	13. Can you describe the types of extracurricular activities that are preferred and allowed as a part of this program design? Also, are there predetermined per diems for state employees for these types of extracurricular activities? If so, can you please provide the per diem allowances?	The department will refer to the expertise of the respondents on the types of extracurricular activities planned to encourage leadership development and networking among participants. All costs, except for hotel lodging (see section C.8 in the RFP), should be included within the cost proposal.
Pro Forma Contract A.6.2	37	14. Section A.6.2 outlines specific logistics that the Contractor shall be responsible for, including securing hotel rooms and scheduling extracurricular activities. Will the state supply necessary letters, approvals, etc. that the Contractor can provide to the third party locations that grant permissions to reserve these spaces at state approved rates?	Yes, the department will coordinate with the Contractor to provide, upon request, appropriate verification documents.
Pro Forma Contract A.6.2	37	15. It is not indicated how the payment for hotel or meeting rooms, group transportation, extracurricular activities, meals, etc. will be managed. It is understood that the Contractor will be responsible for managing all logistics, but can you please	With the exception of individual participant hotel rooms, all costs should be included in the cost proposal in the RFP.

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		describe how the billing and payments involving third parties will be managed? Will the state agency and/or program employees pay for these program costs directly, or will the Contractor be responsible for paying for these and then receiving reimbursement from the state agency?	
Pro Forma Contract C.3	38	16. It is indicated that the cost estimates within the proposal should be provided as a per participant, per day amount. Typically our organization bills in two separate categories: 1) program fees that are billed for design, delivery, materials, assessments, instruction/facilitation, logistics/program management, etc. and 2) "pass through expenses" which are those costs that are related to logistics, such as meals, activities outside the classroom (such as the extracurricular events noted in this RFP), lodging, etc. Because the fees in "pass through expenses" are often non-negotiable by the Contractor, should those fees be included in the total estimated cost per person per day proposal? If so, can the state provide the maximum per diems allowed for each of these types of expenses? If not, how will these fees be addressed in the contracted rates?	Yes, with the exception of lodging, those fees should be included in the per person per day proposal. Participant lodging should be coordinated by the Contractor at the current state rate and the employees will pay for their individual rooms and file reimbursement through the department.
Pro Forma Contract B, B.1	37	17. Section B of the Pro Forma Contract describes the initial contract length to be sixty (60) months, and Section B.1 provides an allowance to renew the agreement up to three (3) times at terms of twelve (12) months for each renewal agreement. However, Section B.1 also indicates that the maximum Term should not exceed sixty (60) months total, including renewals and extensions. As written, this maximum term would not allow	This is an error and is corrected in Item #3 of this document.

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		for any such renewals or extensions. Therefore, should this maximum amount also allow for the optional renewals described? Or, would renewals be considered separate terms?	
Pro Forma Contract, C.1	37	18. Section C.1 of the Pro Forma Contract describes a maximum liability of \$300,000. Does this indicate that the total cost of the proposed sixty (60) month program should not exceed \$300,000? If so, would this include the fees related to participant lodging, extracurricular, etc.? Also, if this is the total cost maximum allowed in the proposal, how would the additional fees for the optional renewal years be considered? Would these be considered separate terms and therefore have separate maximum liabilities described at the time of renewal?	Participant lodging would not be included in the maximum liability amount. This is an error and is corrected in Item #4 of this document. Yes, the State would amend the Contract if renewal was utilized to add the additional maximum liability per renewal year.

3. Delete pro forma section B. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

B. TERM OF CONTRACT:

B.1. This Contract shall be effective DATE (“Effective Date”) and extend for a period of **twenty-four (24)** months after the Effective Date (“Term”). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

B.2. Renewal Options. This Contract may be renewed upon satisfactory completion of the Term. The State reserves the right to execute up to three (3) renewal options under the same terms and conditions for a period not to exceed twelve (12) months each by the State, at the State's sole option. In no event, however, shall the maximum Term, including all renewals or extensions, exceed a total of sixty (60) months.

4. Delete RFP section B. in its entirety and insert the following in its place (any sentence or paragraph containing revised or new text is highlighted):

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract **exceed one hundred twenty thousand dollars and zero cents (\$200,000)** (“Maximum Liability”). This Contract does not grant the Contractor any exclusive rights. The State does not guarantee that it will buy any minimum quantity of goods or services under this Contract. Subject to the terms and conditions of this Contract, the Contractor

will only be paid for goods or services provided under this Contract after a purchase order is issued to Contractor by the State or as otherwise specified by this Contract.

5. **RFP Amendment Effective Date.** The revisions set forth herein shall be effective upon release. All other terms and conditions of this RFP not expressly amended herein shall remain in full force and effect.