



FULLY EXECUTED

Contract Number: 4400024018

Original Contract Effective Date: 03/08/2021

Valid From: 04/01/2021 To: 03/31/2024

All using Agencies of the Commonwealth, Participating Political Subdivision, Authorities, Private Colleges and Universities

Purchasing Agent

Name: Bennett Christine

Phone: 717-265-7272

Fax: 717-787-3376

Your SAP Vendor Number with us: 319484

Supplier Name/Address:

COMPLIANCE MANAGEMENT INTERNATIONAL
1350 WELSH RD STE 200
NORTH WALES PA 19454-1923 US

Supplier Phone Number: 215-699-4800

Supplier Fax Number: 215-699-8315

Please Deliver To:

To be determined at the time of the Purchase Order unless specified below.

Contract Name:

Safety Program Mgmt and Consulting

Payment Terms

NET 30

Solicitation No.:

Issuance Date:

Supplier Bid or Proposal No. (if applicable):

Solicitation Submission Date:

This contract is comprised of: The above referenced Solicitation, the Supplier's Bid or Proposal, and any documents attached to this Contract or incorporated by reference.

Item	Material/Service Desc	Qty	UOM	Price	Per Unit	Total
2	Safety,Mgmt and Consulting Srv.	0.000	Each	0.00	1	0.00

General Requirements for all Items:

Information:

Total Amount:

SEE LAST PAGE FOR TOTAL OF ALL ITEMS

Currency: USD

Supplier's Signature _____

Title _____

Printed Name _____

Date _____



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COMPLIANCE MANAGEMENT INTERNATIONAL

Header Text

The Office of Administration is requesting a safety consulting contractor to manage the day-to-day operations Commonwealth's Workplace Safety and Health Program and provide ongoing comprehensive recommendations for improving the program to prevent and reduce the frequency, severity and cost of work-related injuries and illnesses and improve the safety culture of all commonwealth organizations.

No Purchase orders will be issues against this contract.
BCPO handles all payments through the restricted receipts account

Chris Norris - OA Contact (chrinorris@pa.gov or 717-705-5599)
Betsy Lovensheimer - Vendor Contact (blovensheimer@complianceplace.com or 215-699-4800)

No further information for this Contract

Information:

Total Amount:
5,333,850.00

Currency: USD



Supplier Name: _____

***** Attributes Page *****

*** No further information for this bid ***



RECOMMENDATION FOR CONTRACTOR SELECTION

Date: November 19, 2020

To: Janice Pistor
Chief Procurement Officer

From: Sonya Schurtz
Issuing Officer

RE: Evaluation of Proposals Submitted in Response to
Safety Program Management and Consulting Services RFP
RFP 6100049942

PREFACE.

The Issuing Office designated to conduct the **Safety Program Management and Consulting Services** procurement has completed its evaluation in accordance with Commonwealth policies and procedures. As further described below, **Compliance Management International** is recommended for selection for contract negotiations for **Safety Program Management and Consulting Services**. This memorandum also documents that all necessary steps were taken in conducting the procurement in accordance with the provisions of the Commonwealth Procurement Code (Code). To the extent that written determinations are required under the Code for any of the following steps and no attached record exists, this memorandum shall serve as written confirmation that such step occurred.

PROCESS.

- A. DETERMINATION TO USE COMPETITIVE SEALED PROPOSAL METHOD: As set forth in [Bureau of Procurement Policy Directive 2018-1](#), the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- B. PUBLIC NOTICE: Public notice of the RFP was posted on the DGS website on **September 3, 2020**.
- C. EVALUATION COMMITTEE: An evaluation committee was established consisting of agency representatives from the **Office of Administration** and **PA Department of General Services**. Representatives from the Comptroller's Office were invited and participated in the committee.
- D. PRE-PROPOSAL CONFERENCE: A pre-proposal conference was conducted on **September 11, 2020**.



- E. **ADDENDA TO THE RFP:** Potential offerors were given the opportunity in accordance with Section I-9 of the RFP to submit questions concerning the procurement to the Issuing Office. The official responses to the questions were incorporated into the RFP by addenda per Section I-10 of the RFP.
- F. **SMALL DIVERSE BUSINESS PARTICIPATION:** Following a review of the solicitation, the Issuing Office and the Department's Bureau of Diversity Inclusion and Small Business Opportunities (BDISBO) established a participation goal of **32%** of the contract value.
- G. **VETERAN BUSINESS ENTERPRISE PARTICIPATION:** Following a review of the solicitation, the Issuing Office and BDISBO established a participation goal of **3%** of the contract value.

EVALUATION.

- A. **EVALUATION CRITERIA:** The Issuing Office established the relative importance of the major evaluation criteria prior to opening the proposals, consisting of technical **65%** and cost **35%**. Up to **three percent (3%)** bonus points were also available for committing to Domestic Workforce Utilization (DW).
- B. **PROPOSAL OPENING:** Proposals were opened in a manner to avoid disclosure of their contents to competing offerors. BDISBO and the Issuing Office reviewed the Small Diverse Business and Veteran Business Enterprise participation submittals to determine whether they were responsive. The technical submittals were distributed to the evaluation committee. The Issuing Office retained the cost submittals until the evaluation committee completed its technical evaluation.
 - 1. Offerors were afforded approximately **33 days** to respond to the RFP. **A total of three (3)** proposals were received on or before the due date of **October 6, 2020**. **Two (2)** companies responded by stating that they would not be submitting proposals. **No** proposals were submitted late or otherwise disqualified as non-responsive.
- C. **RESULTS OF EVALUATION:**
 - 1. The evaluation committee reported the results of its technical evaluation to the Issuing Office.
 - 2. As indicated in the Overall Scoring, **one (1) Offeror (PMA Insurance Group)** technical submittals failed to receive the available technical points required to be considered for selection for best and final offers or selection for contract negotiations.
 - 3. The Issuing Office evaluated and scored the cost proposals and combined the technical scores, cost scores, bonus points and the SDB scores received from BDISBO.
 - 4. As indicated in the Overall Scoring, **Two (2) offerors' proposals (Compliance Management International and Trinity Safety Group)** achieved initial overall scores placing them within the top competitive range of proposals determined to be reasonably susceptible of being selected for award.
 - 5. **BEST AND FINAL OFFERS PHASE:** As authorized by Section **19** of the RFP, these offerors were selected to proceed to a "Best and Final Offers" phase of the evaluation process. All offerors were



accorded fair and equal treatment during discussions and revisions of their proposals. There was no disclosure of any information derived from proposals submitted by competing offerors. Offeror’s were afforded the opportunity to lower their cost.

- OVERALL SCORING: Based on the Best and Final Offer phase and any resulting revised technical, cost or small diverse business participation, the overall scoring for this procurement concluded as follows:

<i>Offeror</i>	<i>Technical Score</i>	<i>Price Score</i>	<i>DW Bonus</i>	<i>Overall Score</i>
Compliance Management International	650.00	350.00	30.00	1030
Trinity Safety Group	603.56	107.15	30.00	740.71
<i>Suppliers NOT meeting 75% Technical Threshold</i>				
PMA Insurance Group	455.00	n/a	n/a	n/a
		n/a	n/a	n/a

- HIGHEST OVERALL SCORES: After combining the final technical scores, cost scores and bonus points in accordance with the relative weights assigned to these areas and fixed prior to the opening of the proposals, the proposal submitted by **Compliance Management International** received the highest overall score.
- SMALL DIVERSE BUSINESS COMMITMENTS: As part of its proposal, Compliance Management International has committed to subcontracting with 32% Small Diverse Business(s) for products and project services over the entire project timeframe. Compliance Management International is committing **32%** of the total value of its offering to Abel Personnel, Inc. This represents approximately **\$1,740,432.00** over **three (3)** years contingent upon purchase and service volume.
- VETERAN BUSINESS ENTERPRISE COMMITMENTS: As part of its proposal, Compliance Management International has committed to subcontracting with **one (1)** Veteran Business Enterprises for products and project services over the entire project timeframe. Compliance Management International is committing **3%** of the total value of its offering to **Safety Consultant Staffing**. This represents approximately **\$163,165.50** over **three (3)** years contingent upon purchase and service volume.
- DOMESTIC WORKFORCE: As part of its proposal, **Compliance Management International** has certified that **100%** of the work for this project will be performed in the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed in the World Trade Organization (WTO) Government Procurement Agreement.

EXHIBIT A

STANDARD TERMS AND CONDITIONS

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V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

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The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. **Agency**: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. **Contracting Officer**: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. **Days**: Unless specifically indicated otherwise, days mean calendar days.
- d. **Developed Works or Developed Materials**: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. **Documentation**: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. **Services**: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the

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Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary. Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

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V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

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If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive

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Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.18 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.19 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.20 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no

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instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;

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- 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes

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beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its

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right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

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- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

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6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by

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prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
 - (6) If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.
- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur,

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including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

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1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section

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35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's

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quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.44 CONTRACT-036.1 Background Checks (February 2016)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements,

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policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law, regulation, court order, or other legal process.
There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.
- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

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CONTRACT TERMS and CONDITIONS

- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death,

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CONTRACT TERMS and CONDITIONS

and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.48 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.49 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to are quest under the RTKL for information related to this Contract that may be in the

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Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.52 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and

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CONTRACT TERMS and CONDITIONS

for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

EXHIBIT B

BAFO COST SUBMITTAL

INSTRUCTIONS

Cost Submittal Worksheet - RFP 6100049942 - Best and Final Offer

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for RFP 6100049942

The Cost Submittal Worksheet must be completed and returned in this Microsoft Excel format. Enter data into each *YELLOW* highlighted cell. If there is no charge for an item listed, please enter 0 in the *YELLOW* highlighted field. If the price is left blank, a zero dollar amount will be calculated.

The Cost Submittal Worksheet includes three (3) separate elements -- On-site Consultant Fees, Ad Hoc Fees and Management Fees. These are the only costs that may be billed by the selected Offeror, except for expenses associated with travel and identified in the Instructions - Travel Expenses tab. These rates and allowable expenses also apply to work performed by subcontractors.

INSTRUCTIONS - TRAVEL EXPENSES

1. Select the *INSTRUCTIONS - TRAVEL EXPENSE* at the bottom of this page.
2. This tab outlines what travel is permissible under the contract.

COST SUBMITTAL OVERVIEW

1. Select the *COST SUBMITAL OVERVIEW* Tab at the bottom of this page.
2. The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All cost data entered on the *COST BREAKDOWN* will automatically populate to the *COST SUBMITAL OVERVIEW* Tab.
4. The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [*THREE (3) YEARS*].

COST BREAKDOWN

1. Selected the *COST BREAKDOWN* Tab at the bottom of this page.
2. **Implementation.** The Commonwealth shall not be charged for activities associated with the start up of the engagement. No hours may be billed for services that are performed before the effective date of the procurement, even though some work may need to be completed before the effective date.
3. **On-site Consultant.** **Except as otherwise provided in the RFP, all costs must be inclusive of any overhead, travel, subsistence, supplies and other expenses. Such items may not be billed separately.** These rates are hourly and billed monthly; rates will be prorated if a consultant is assigned after the month commences or terminated before the month ends.
 - a. The estimated number of consultants to be utilized has been entered on the spreadsheet. The Commonwealth at its choosing could increase the number of consultants it wishes to fund during any year, and the selected Offeror may choose not to hire all the consultants that are permitted if the work can be done with fewer hours, subject to the limits identified in the RFP.
 - b. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The number of consultants entered for estimate purposes only. These are not the number of consultants that the Commonwealth is seeking; the selected Offeror should recommend the number of consultants needed when submitting the proposal.
 - c. It is understood that consultants may have absence and holiday benefits as part of an employment package. The full annual on-site consultant rate identified in the *COST SUBMITTAL WORKSHEET* will be paid as long as a consultant is assigned and the individual is performing services for at least 220 days. On-site consultants will not be permitted to work in a Commonwealth facility on any day that the Commonwealth is closed (refer to **Management Directive 530.17 Partial and Full-Day Closings of State Offices** - www.oa.gov/Policies/md/Documents/530_17.pdf)

d. Consultants must be available during normal business hours and occasionally during other shifts. Consultants must be available for 7.5 hours of work on all days and hours that they agency to which the consultant is assigned is open for business. The exact work hours may be dictated by the Agency. Occasionally additional hours to complete a deadline may be requested. No additional compensation will be paid beyond these rates when additional work is required. By submitting a proposal, the selected Offeror agrees to have consultants available as stated.

4. **Ad Hoc Consultant.** These are monthly rates for services conducted by consultants fulfilling ad hoc, industrial hygiene or environmental consulting services only. These are for professional services only; clerical work, file set-up, and other similar work may not be charged a monthly rate. Please refer to **Appendix B - Examples of Services** located in the **Buyer Attachments** for services that may be charged at an monthly rate. Management oversight and all other tasks described in Section 1-4. Tasks of the Technical Submittal may not be charged as an ad hoc consultant charge.

a. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The hours identified for these services are generous estimates and were entered for estimated purposes only.

b. An hourly charge may be paid while an Ad Hoc, Industrial Hygiene or Environmental Services consultant is traveling to the Commonwealth work location to provide services or attend meetings. If the travel hourly rate is the same as the service hourly rate, enter the same amount. If there is no charge for travel time, enter 0 .

c. Hourly Rate cannot be billed in increments small than 15 minutes. For short communications, such as e-mail responses or telephone calls, such times must be accumulated to 15 minutes before they may be billed.

d. The ad hoc and environmental services rates should include costs for the consultant's time and use of equipment or costs to complete the service.

e. **The industrial hygiene services rate must be all inclusive of the consultant's time and costs to complete the service, including but not limited to: use of or rental equipment, equipment calibration, filters or films, and lab fees to obtain results.**

5. **Management Services.** This is an annual charge for projects overhead which will be paid in monthly installments. The cost should be developed based on at least the following: expected equipment needed, such as cell phones or laptops if being supplies to on-site consultants; office Fees for employees not on-site in a Commonwealth facility; clerical costs; file set-up; preparation invoices; general office supplies; use of systems costs; management oversight and key personnel costs; costs for id badges required for consultants to gain access to the Commonwealth buildings; and participation in meetings required by the contract.

6. **Duplication of Work.** The Commonwealth shall not be charged for two (2) consultants to perform the same activity, such as an existing consultant working side by side with a new consultant in training role or an on-site consultant working an ad hoc consultant to perform the same work.

7. **Unexpected Work.** If the scope of work could change due to a legislative or union contract change, the Commonwealth will negotiate in good faith with the selected Offeror to adjust allowable expenses or rates.

INSTRUCTIONS - TRAVEL EXPENSES
Cost Submittal Worksheet - RFP 6100049942 - Best and Final Offer

Consultant Travel Expenses

The following travel expenses are permissible under the contract. All expenses are subject to approval and must be justified. A receipt must be provided for every expense. Charges may be removed from the invoices prior to payment if appropriate justification is not provided. The Commonwealth also may request reimbursement if inappropriate charges are identified by the safety coordinator after they have been paid.

Hotels. Costs for hotel stay will be reimbursed only when services or projects necessitate overnight stays for consecutive days of work related to the Commonwealth assignment or when the location is greater than a two-hour drive one way and the start time can only be scheduled very early or late in the day according to the agency's work schedule. Hotel accommodations for one-day projects must be reflected on the project approval form. Hotel expenses for business in Harrisburg will not be reimbursed.

Hotel expenses should be in line with the Commonwealth allowances specified in Management Directive 230.10 Commonwealth Travel Policy and Manual 230.10 Commonwealth Travel Procedures Manual. The Commonwealth allowances should be used as guidelines, and Commonwealth rates should be requested when making reservations. Hotel charges that substantially exceed the allowance will be reduced to the appropriate allowance specified in the current version of the Management Directive and Manual.

Mileage. Requests for mileage reimbursement will be paid when the distance traveled is more than 25 miles from the consultant's normal work location. Mileage will not be reimbursed for a daily commute to the work location where the consultant generally works or the selected contractor's offices, and regardless of the distance, mileage will not be paid for travel to Harrisburg since this is the Commonwealth's place of business.

The rate will be reimbursed is equal to the current Commonwealth rate specified in Management Directive 230.10 Commonwealth Travel Policy and Manual 230.10 Commonwealth Travel Procedures Manual. Generally, mileage should be calculated from the consultant's main office location or home, which ever is shortest to the project location. In some instances, the distance may be calculated between locations or previous jobs dealing with the Commonwealth. The shortest distance to the desired destination should always be used for the purpose of submitting expenses. The mileage reimbursement allowance will be equivalent to the rate established by the General Services Administration (GSA) of the Federal Government. When the GSA mileage reimbursement rate is increased or decreased, the Commonwealth mileage reimbursement allowance will be increased or decreased on the same day as the GSA effective date. It is not tied to IRS regulations.

Parking and Tolls. Charges for parking and toll expenses when providing services to field office locations will be reimbursed. Parking expenses will not be reimbursed for parking Harrisburg, since this is the Commonwealth's place of business. Meter parking should be indicated on the invoice task description, and a receipt is not required.

Note. Expenses not specifically mentioned above (including but not limited to, car rentals, meals, or other services provided by a hotel) will not be reimbursed.

COST SUBMITTAL OVERVIEW		
Cost Submittal Worksheet - RFP 6100049942 - Best and Final Offer		
OFFEROR NAME	CONTACT PERSON	
Compliance Management International	Betsy Lovensheimer	
OFFEROR ADDRESS	EMAIL ADDRESS	
1350 Welsh Rd	blovensheimer@complianceplace.com	
Suite 200	PHONE NUMBER	FAX NUMBER
North Wales, PA 19454	1-800-701-9369 x110	215-699-8315
	VENDOR NUMBER	FEDERAL ID OR SSN
	319484	22-3108899

COST SUMMARY				
Items	Year 1	Year 2	Year 3	Total
Implementation	\$0.00			\$0.00
On-Site Consultant Fees	\$1,651,200.00	\$1,683,660.00	\$1,717,740.00	\$5,052,600.00
Ad Hoc Safety Professional Fees	\$57,750.00	\$57,750.00	\$57,750.00	\$173,250.00
Management Services	\$36,000.00	\$36,000.00	\$36,000.00	\$108,000.00
Total to be evaluated for the Initial Term of the Contract (3 years):				\$5,333,850.00

REV. 11.06.20

**Cost Breakdown
Cost Submittal Worksheet - RFP 6100049942 - Best and Final Offer**

IMPLEMENTATION		YEAR 1								
Item	Total Cost									
Implementation Fee. This is a one-time fee, which shall cover all transition costs.	\$0.00									
ON-SITE CONSULTANT		YEAR 1			YEAR 2			YEAR 3		
Consultant Type	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	
OA Safety Professional <input type="checkbox"/>	\$8,500.00	5	\$42,500.00	\$8,670.00	5	\$43,350.00	\$8,845.00	5	\$44,225.00	
Agency Safety Professional	\$7,200.00	11	\$79,200.00	\$7,340.00	11	\$80,740.00	\$7,490.00	11	\$82,390.00	
Apprentice Safety Staff	\$5,300.00	3	\$15,900.00	\$5,405.00	3	\$16,215.00	\$5,510.00	3	\$16,530.00	
SUBTOTAL : (Extended Cost Per Month x 12 Months)		\$1,651,200.00			\$1,683,660.00			\$1,717,740.00		
AD HOC SAFETY PROFESSIONALS		YEAR 1			YEAR 2			YEAR 3		
Type of Service	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	
Ad Hoc Services	\$80.00	300	\$24,000.00	\$80.00	300	\$24,000.00	\$80.00	300	\$24,000.00	
Industrial Hygiene Services or Environmental Services	\$95.00	300	\$28,500.00	\$95.00	300	\$28,500.00	\$95.00	300	\$28,500.00	
Travel for Ad Hoc Services	\$80.00	30	\$2,400.00	\$80.00	30	\$2,400.00	\$80.00	30	\$2,400.00	
Travel for Industrial Hygine Services or Environmental Services	\$95.00	30	\$2,850.00	\$95.00	30	\$2,850.00	\$95.00	30	\$2,850.00	
SUBTOTAL:		\$57,750.00			\$57,750.00			\$57,750.00		
MANAGEMENT SERVICES		YEAR 1			YEAR 2			YEAR 3		
Management Fee	Rate				Rate				Rate	
	\$36,000.00				\$36,000.00				\$36,000.00	
TOTAL COST:							\$5,333,850.00			

EXHIBIT C

SMALL DIVERSE BUSINESS

SDB-1
INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return SDB-1 with their SDB Participation Submittal

The following instructions include details for completing the SDB Participation Submittal (SDB-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the SDB Utilization Schedule (SDB-3), which Bidders or Offerors must submit for any portion of the SDB participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the SDB participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the SDB participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

I. **SDB Participation Goal:** The SDB participation goal is set forth in the **Solicitation**. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the SDB classifications to meet the SDB participation goal.

II. **SDB Eligibility:**

1. **Finding SDB firms:** Offerors can access the directory of **DGS-verified** SDB firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.
2. **Only SDBs verified by DGS** and as defined herein may be counted for purposes of achieving the SDB participation goal. In order to be counted for purposes of achieving the SDB participation goal, the SDB firm, including an SDB prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the SDB Utilization Schedule (SDB-3).** A firm whose SDB verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the SDB participation goal. Offerors cannot use self-certified SBs that do not have their SDB verification as of the bid or proposal due date and time to meet the SDB participation goal.
3. **SDB Requirements:** To be considered an SDB, a firm must be a **DGS-verified** small minority business enterprise (MBE); woman business enterprise (WBE); LGBT business enterprise (LGBTBE); Disability-owned business enterprise (DOBE); Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE); or otherwise deemed disadvantaged by the Uniform Certification Program.

Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

SDB-1

INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as set forth on the SDB and VBE Participation Summary Sheet.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office. However, an SDB firm verified as both a WBE and MBE may not be double counted toward satisfying the SDB participation goal.

5. Participation by SDB firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an SDB and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An SDB may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an SDB from committing to any other prime contractor.
6. Questions about SDB verification. Questions regarding the SDB program, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding SDB Prime Self-Performance.

1. An SDB firm participating as a prime bidder or offeror on a procurement may receive credit towards the SDB Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% SDB participation goal. An SDB prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% SDB participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet SDB participation goal. Failure to satisfy the remaining 5% SDB participation goal or failure to obtain a Good Faith Efforts waiver for the

SDB-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

unmet portion of the SDB participation goal will result in rejection of that SDB prime's bid or proposal as nonresponsive.

2. For an SDB prime bidder or offeror to receive credit for self-performance, the SDB prime bidder or offeror must list itself in the **SDB Utilization Schedule (SDB-3)**.
3. The SDB prime bidder or offeror must also include the classification category (MBE, WBE, LGBTBE, DOBE, and/or SDVBE) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the SDB participation goal not met through the SDB prime bidder or offeror's self-performance, the SDB bidder or offeror must also identify on the **SDB Utilization Schedule (SDB-3)** the other SDB subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating SDB participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an SDB for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its SDB participation commitments. In addition, the SDB subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its SDB Participation Submittal (SDB-2) a letter of commitment (LOC) (SDB-3-1) for each subcontractor included in its SDB Utilization Schedule (SDB-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the SDB; and
 - b. A description of the services or supplies the SDB will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the SDB will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for SDB participation; and
 - e. The name, address, and telephone number of the primary contact person for the SDB; and
 - f. Signatures of representatives of both the Bidder/Offeror and the SDB subcontractor who are authorized to contractually bind their firm.

SDB-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (SDB)
PARTICIPATION SUBMITTAL AND SDB UTILIZATION SCHEDULE.**

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **SDB Participation Submittal (SDB-2)**;
 - b. Failure to submit an **SDB Utilization Schedule (SDB-3)**, unless the bidder or offer is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** SDBs that will be used to meet the SDB participation goal, unless the bidder or offeror's commitments to other DGS-verified SDBs meet or exceed the SDB Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the SDB participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS SDB verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the SDB participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to add additional SDBs or make material changes as part of its clarifications or corrections in order to meet the SDB participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **SDB Participation Submittal (SDB-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **SDB Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **SDB Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **SDB Participation Submittal** was not submitted.

SDB-2
SDB PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the SDB participation goal in full.

I have completed and am submitting with my bid or proposal an **SDB Utilization Schedule (SDB-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the SDB participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve the total SDB participation goal for this solicitation and am requesting a partial waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **SDB Utilization Schedule (SDB-3)** for that portion of the SDB participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the SDB participation goals that I am unable to meet.

I am requesting a full waiver of the SDB participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the SDB Participation Goal**, I am unable to achieve any part of the SDB participation goal for this solicitation and am requesting a full waiver of the SDB participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete SDB participation goal, which is required in order to be considered for award.

NOTE: SDB primes who are submitting as bidders or offerors must complete an **SDB Utilization Schedule (SDB-3)** identifying any self-performance towards the SDB participation goal.

SDB-3
SDB UTILIZATION SCHEDULE

List in the chart below SDBs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the SDB participation goal (add additional pages if necessary). Submit a **Letter of Commitment (SDB-3-1)** for each SDB subcontractor (add additional Letters of Commitment as necessary).

SDB Name SAP Vendor Number (6-digit number provided by SDB) SDB Verification Number (located on DGS SDB verification)	Type of SDB (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by SDB bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> SDB Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: Abel Personnel, Inc. SAP Vendor Number: 119227 SDB Verification Number: 119227-2019-10-SB-W	<input type="checkbox"/> MBE <input checked="" type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE	Recruiting and Staffing Services	32 %	\$1,740,432.00
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: SDB Verification Number:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % SDB commitment: 32%	Total \$ amount: \$1,740,432.00

SDB-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (SDB) on the below-referenced Solicitation/Project.

Solicitation Number: 6100049942

Solicitation Name: Safety Program Management and Consulting Services

	Bidder/Offeror Information	SDB Information
Name	Compliance Management International	Abel Personnel
Address	1350 Welsh Road, Suite 200 North Wales, PA 19454	3356 Paxton Street Harrisburg, PA 17111
Point of Contact	Betsy Lovensheimer	Deborah Abel
Telephone number	800-701-9369 x. 110	717-561-2222
Email address	blovensheimer@complianceplace.com	dabel@abelpersonnel.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the SDB shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as specifically set forth below:

Services or supplies the SDB will provide:

Specific Time Frame the SDB will provide the services or supplies:

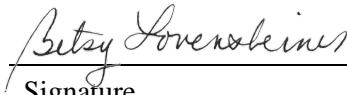
Percentage Commitment. These services or supplies represent 32 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the SDB will receive \$ 1,740,432.00 during the initial contract term.

SDB verified. By signing below, the SDB represents that it meets the SDB requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its SDB submission.

Sincerely,

Betsy Lovensheimer

Printed name

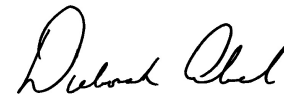


Signature

Bidder/Offeror Point of Contact Name

Acknowledged

Deborah Abel



Signature

SDB Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

Bidders/Offerors do not need to return SDB-4 with their SDB Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the SDB participation goal and document its commitments for participation of SDB firms, or (2) when it does not meet the SDB participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (SDB-5)** of the SDB Participation Goal.

I. Definitions

SDB participation goal – “SDB participation goal” refers to the SDB participation goal set for a procurement for MBE, WBE, LGBTBE, DOBE, and SDVBE utilization.

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the SDB participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient SDB participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the SDB participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified SDBs– all of the SDBs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified SDBs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

SDB – “SDB” refers to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Disability-Owned Business Enterprises (DOBE), LGBT-Owned Business Enterprises (LGBTBE), Service-Disabled Veteran-Owned Small Business Enterprise (SDVBE) verified by BDISBO, or otherwise deemed disadvantaged by the Uniform Certification Program.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the SDB

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (SDB) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for SDBs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by SDBs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate SDB participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the SDB participation goal.**

B. Identify SDBs to Solicit

1. Identified SDBs

- (a) Offerors must reasonably identify the SDBs that are available to perform the Identified Items of Work.
- (b) Any SDBs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit SDBs

- 1. Offerors must solicit a reasonable number of identified SDBs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified SDBs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified SDB to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified SDB, and other requirements of the contract to assist Identified SDBs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

2. “All” Identified SDBs includes any SDB Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified SDBs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested SDB cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested SDB.
4. Offerors must follow up on initial written solicitations by contacting Identified SDBs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified SDBs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which SDBs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two diversity-focused entities or media, including trade associations, minority/women/disability/LGBT community organizations, minority/women/disability/LGBT contractors' groups, and local, state, and federal minority/women/disability/LGBT business assistance offices.

D. Negotiate with Interested SDBs

Offerors must negotiate in good faith with interested SDBs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of SDBs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for SDBs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the SDB participation goal.
 3. Additional costs incurred in finding and using SDBs are not sufficient justification for the Offeror's failure to meet the SDB participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an SDB's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the SDB subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the SDB subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the SDB and Non-SDB subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an SDB's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an SDB and one quote from a non-SDB.
 7. The Offeror shall not reject an SDB as unqualified without sound justification based on a thorough investigation of the SDB's capabilities. For each SDB that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the SDB and non-SDB Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an SDB include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.

- (b) The SDB's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the SDB participation goal.

E. Assisting Interested SDBs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested SDBs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and

2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified SDBs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between SDB and non-SDB costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the SDB participation goal. For example, when the apparent successful Offeror fails to meet the SDB participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the SDB participation goal. If the apparent successful Offeror fails to meet the SDB participation goal but meets or exceeds the average SDB participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the SDB participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

SDB-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (SDB) PARTICIPATION GOAL

A. Items of Work (complete SDB-5, Part 1 – Identified Items of Work Offeror Made Available to SDBs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by SDBs in order to increase the likelihood of achieving the SDB participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with SDBs including:
 - (a) the names, addresses, and telephone numbers of the SDBs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete SDB-5, Part 2 – Identified SDB Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations);** and
 - (b) a description of the information provided to SDBs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **SDB-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected SDBs (complete SDB-5, Part 4 - Additional Information Regarding Rejected SDB Quotes)

1. For each SDB that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the SDB and non-SDB firms quoting similar work.
2. For each SDB that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all SDB and non-SDB firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable SDBs (complete SDB-5, Part 5 – SDB Subcontractor Unavailability Certificate)

1. **For each SDB that the Offeror contacted but found to be unavailable, submit an SDB Subcontractor Unavailability Certificate** signed by the SDB, an email from the SDB indicating the SDB is unavailable, or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
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E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to SDBs

Identify those items of contract work that the Offeror made available to SDBs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the SDB participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the SDB participation goal was made available to SDBs, and the total percentage of the items of work identified for SDB participation met or exceeded the SDB participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to SDB Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

SDB-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 2 – Identified SDBs and Record of Solicitations

Identify the SDBs solicited to provide quotes for the Identified Items of Work made available for SDB participation. Include the name of the SDB solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the SDB provided a quote, and whether the SDB is being used toward meeting the SDB participation goal. SDBs used to meet the SDB participation goal must be listed on the **SDB Utilization Schedule (SDB-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to SDBs must be attached to this form. For each Identified SDB listed below, Offeror should submit an SDB Subcontractor Unavailability Certificate signed by the SDB or a statement from the Offeror that the SDB refused to sign the SDB Subcontractor Unavailability Certificate.

Name of Identified SDB and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing
SDB Name: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> LGBTBE <input type="checkbox"/> DOBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other SDB <input type="checkbox"/> Used non-SDB <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 3 – SDB Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified SDBs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified SDBs:**

- 4. Bonding Requirements (Please Check One):**

This project does not involve bonding requirements.

Offeror assisted Identified SDBs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

No pre-Bid/Proposal conference or Supplier Forum was held

Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

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GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF SDB PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected SDB Quotes

This form must be completed if Part 2 indicates that an SDB quote was rejected because the Offeror is using a non-SDB or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-SDB, and if applicable, state the name of the non-SDB firm. Also include the names of all SDBs and non-SDB firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by SDBs (include specific section from bid or proposal)	Self-performing or using non-SDB (provide name of non-SDB if applicable)	Amount of non-SDB quote \$	Name of other firms that provided quotes and whether they are SDB	Amount quoted \$	Reason why SDB quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-SDB Name:		<input type="checkbox"/> SDB <input type="checkbox"/> Non-SDB Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

SDB-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
SDB PARTICIPATION GOAL

Part 5 – SDB Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of SDB)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____ (SDB), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of SDB's Representative) (Title) (Date)

(DGS SDB Certification #) (Telephone #)

3. If the SDB does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed SDB is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

**NOTICE OF SMALL BUSINESS SELF-CERTIFICATION
AND SMALL DIVERSE BUSINESS VERIFICATION**



The Department is pleased to announce that

ABEL PERSONNEL INC

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Small Diverse Business with the following designation(s):

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **119227-2019-10-SB-W**

CERTIFICATION TYPE: **SMALL DIVERSE BUSINESS**

ISSUE DATE: **10/31/2019**

EXPIRATION DATE: **10/31/2021**

RECERTIFIED DATE:

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive, flowing style.

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

APPENDIX [insert]

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of October 6__ __, 2020__, by and between Compliance Management International_____, ("Contractor") and Abel Personnel_____, a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated October 6, 2020_____ (the "Prime Contract") with the Department of Administration__ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated October 2, 2020_____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **Audit Provisions.** The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

Staffing for On-site Safety and Loss Prevention Services- UNSPC Code: 80111707

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent 32 % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):
Various Pennsylvania Commonwealth Agency Address
Locations _____

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

January 1, 2021 –Dec 31, 2023

Dec 31, 2024 – One-year extension

Dec 31, 2025 One-year extension

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit Cost Submittal Overview tab to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor

receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably

concerning the Parties' compliance with their Small Diverse Business and Veteran Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

Compliance Management International
1350 Welsh Road, Suite 200
North Wales, PA 19454

If to Subcontractor:

Abel Personnel
3356 Paxton Street
Harrisburg, PA 17111

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.
22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.
24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.
25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.
26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks

Confidentiality/Disclosure of Information
Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.

Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: 

By: 

Signature

Signature

Betsy Lovensheimer
Printed Name

Deborah Abel
Printed Name

Vice President
Title

CEO
Title

10/2/2020_____
Date

10/2/2020_____
Date

EXHIBIT D

VETERAN BUSINESS ENTERPRISE

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

PLEASE READ BEFORE COMPLETING THESE DOCUMENTS
Bidders/Offerors do not need to return VBE-1 with their VBE Participation Submittal

The following instructions include details for completing the VBE Participation Submittal (VBE-2) which Bidders or Offerors must submit in order to be considered responsive.

The following instructions also include details for completing the VBE Utilization Schedule (VBE-3), which Bidders or Offerors must submit for any portion of the VBE participation goal the Bidder or Offeror commits to meeting.

A Bidder/Offeror's failure to meet the VBE participation goal in full or their failure to receive an approved Good Faith Efforts waiver for any unmet portion of the VBE participation goal will result in the rejection of the Bid or Proposal as nonresponsive.

- I. **VBE Participation Goal:** The VBE participation goal is set forth in the solicitation. The Bidder/Offeror is encouraged to use a diverse group of subcontractors and suppliers from the VBE classifications to meet the VBE participation goal.

- II. **VBE Eligibility:**
 1. **Finding VBE firms:** Offerors can access the directory of **DGS-verified** VBE firms from the DGS Supplier Search directory at: <http://www.dgs.internet.state.pa.us/suppliersearch>.

 2. **Only VBEs verified by DGS** and as defined herein may be counted for purposes of achieving the VBE participation goal. In order to be counted for purposes of achieving the VBE participation goal, the VBE firm, including an VBE prime, **must be DGS-verified for the services, materials or supplies that it has committed to perform on the VBE Utilization Schedule (VBE-3).** A firm whose VBE verification is pending or incomplete as of the bid or proposal due date and time shall not be counted towards the VBE participation goal. Offerors cannot use self-certified SBs that do not have their VBE verification as of the bid or proposal due date and time to meet the VBE participation goal.

 3. **VBE Requirements:** To be considered an VBE, a firm must be a **DGS-verified** Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise.

Additional information on the DGS verification process can be found at:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Pages/default.aspx>

VBE-1

INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

4. Dually verified firms. If a DGS-verified SDB is dually verified as a VBE, the firm may receive credit towards both the SDB participation goal and the VBE participation goal as identified for the solicitation.

Example: The SDB participation goal is 10% and the VBE participation goal is 5%. A subcontractor is DGS-verified as both an SDB and a VBE and will perform 10% of the contract work. The prime contractor can satisfy both the SDB participation goal and the VBE participation goal through that subcontractor's performance of 10% of the contract work., unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.

5. Participation by VBE firms as prime bidders/offerors or subcontractors. A Bidder/Offeror that qualifies as an VBE and submits a bid or proposal as a prime contractor is not prohibited from being included as a subcontractor in separate proposals submitted by other Bidders/Offerors. An VBE may be included as a subcontractor with as many prime contractors as it chooses in separate bids or proposals and a prime contractor may not prohibit an VBE from committing to any other prime contractor.
6. Questions about VBE verification. Questions regarding the VBE program, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 611, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

III. Guidelines Regarding VBE Prime Self-Performance.

1. An VBE firm participating as a prime bidder or offeror on a procurement may receive credit towards the VBE Participation goal established for the procurement through their own self-performance.

Example: A solicitation has a 15% VBE participation goal. An VBE prime offeror self-performing contract work valued at only 10% of contract costs (if permitted by the solicitation documents) must still satisfy the remaining 5% VBE participation goal through subcontracting or must request a Good Faith Efforts Waiver for the unmet VBE participation goal. Failure to satisfy the remaining 5% VBE participation goal or failure to obtain a Good Faith Efforts waiver for the unmet portion of the VBE participation goal will result in rejection of that VBE prime's bid or proposal as nonresponsive.

VBE-1

INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.

2. For an VBE prime bidder or offeror to receive credit for self-performance, the VBE prime bidder or offeror must list itself in the **VBE Utilization Schedule (VBE-3)**.
3. The VBE prime bidder or offeror must also include the classification category (Veteran-Owned Small Business Enterprise or Service-Disabled Veteran-Owned Small Business Enterprise) under which it is self-performing and include information regarding the work it will self-perform. For any portion of the VBE participation goal not met through the VBE prime bidder or offeror's self-performance, the VBE bidder or offeror must also identify on the **VBE Utilization Schedule (VBE-3)** the other VBE subcontractors it will use to meet the unmet portion of the goal or must request and receive a Good Faith Efforts waiver.

IV. Calculating VBE participation

1. The selected Bidder or Offeror may only count dollar amounts actually paid to an VBE for performance of a Commercially Useful Function (the performance of a distinct element of work required for the Contract, with the requisite skill and expertise) towards satisfying its VBE participation commitments. In addition, the VBE subcontractor, through its own employees, must perform at least 50% of the amount of the subcontract.

V. Additional Required Documentation.

1. The Bidder or Offeror must submit along with its VBE Participation Submittal (VBE-2) a letter of commitment (LOC) (VBE-3-1) for each subcontractor included in its VBE Utilization Schedule (VBE-3). At a minimum, each LOC must contain the following unless otherwise specified by the solicitation documents:
 - a. The fixed numerical percentage commitment and associated estimated gross dollar value of the commitment made to the VBE; and
 - b. A description of the services or supplies the VBE will provide; and
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the VBE will perform or provide the services and/or supplies; and
 - d. The name and telephone number of the Bidder or Offeror's point of contact for VBE participation; and
 - e. The name, address, and telephone number of the primary contact person for the VBE; and
 - f. Signatures of representatives of both the Bidder/Offeror and the VBE subcontractor who are authorized to contractually bind their firm.

VBE-1
**INSTRUCTIONS FOR COMPLETING THE SMALL DIVERSE BUSINESS (VBE)
PARTICIPATION SUBMITTAL AND VBE UTILIZATION SCHEDULE.**

VI. Document Submittal Errors.

1. **Fatal errors.** The following errors will result in rejection of a bid or proposal as non-responsive:
 - a. Failure to submit a completed **VBE Participation Submittal (VBE-2)**;
 - b. Failure to submit an **VBE Utilization Schedule (VBE-3)**, unless the bidder or offeror is seeking a complete Good Faith Efforts waiver;
 - c. Failure to make commitments to and list **DGS-verified** VBEs that will be used to meet the VBE participation goal, unless the bidder or offeror's commitments to other DGS-verified VBEs meet or exceed the VBE Participation goal;
 - d. Failure to submit a Good Faith Efforts waiver request when not fully meeting the VBE participation goal.

Example: A bidder/offeror lists a subcontractor that possesses a third-party certificate issued by one of the DGS-approved third party certifying entities; however, the subcontractor did not complete its DGS VBE verification as of the bid or proposal due date and time. The bidder/offeror does not receive credit for any commitments made to the subcontractor and has therefore not met the VBE participation goal. The bidder/offeror cannot cure this error. Therefore, the bid or proposal must be rejected as non-responsive.

2. **Potentially curable errors.** The Issuing Office and BDISBO may provide Bidders or Offerors the opportunity to provide clarifications or to correct errors not listed as fatal errors above. If the additionally submitted information does not adequately address the or clarify the submittal, the bid or proposal may be rejected. **Bidders or Offerors are not permitted to add additional VBEs or make material changes as part of its clarifications or corrections in order to meet the VBE participation goal.**
3. **Solicitations with Multiple Lots or Base Bids.** If the Bid or Proposal contains separate Lots or multiple Base Bids, an Offeror must complete and submit a separate **VBE Participation Submittal (VBE-2)** and accompanying required documentation for EACH Lot or Base Bid for which it is submitting a bid or proposal. Each separate **VBE Participation Submittal** and accompanying required documentation must be labeled to identify the corresponding Lot or Base Bid. Failure to submit an **VBE Participation Submittal** and accompanying required documentation for each Lot or Base Bid will result in the rejection of the bid or proposal for each Lot or Base Bid for which an **VBE Participation Submittal** was not submitted.

VBE-2
VBE PARTICIPATION SUBMITTAL

CHECK ONE, AND ONLY ONE, BOX. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID/PROPOSAL.

Click on bold titles to navigate to that specific page.

I agree to meet the VBE participation goal in full.

I have completed and am submitting with my bid or proposal an **VBE Utilization Schedule (VBE-3)**, which is required in order to be considered for award.

I am requesting a partial waiver of the VBE participation goal.

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve the total VBE participation goal for this solicitation and am requesting a partial waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal both of the following, which are required in order to be considered for award:

1. an **VBE Utilization Schedule (VBE-3)** for that portion of the VBE participation goal that I will meet; AND
2. a **Good Faith Efforts Waiver Request** for the portion of the VBE participation goals that I am unable to meet.

I am requesting a full waiver of the VBE participation goal

After making good faith outreach efforts as more fully described in the **Guidance for Documenting Good Faith Efforts to Meet the VBE Participation Goal**, I am unable to achieve any part of the VBE participation goal for this solicitation and am requesting a full waiver of the VBE participation goal.

I have completed and am submitting with my bid or proposal a **Good Faith Efforts Waiver Request** for the complete VBE participation goal, which is required in order to be considered for award.

NOTE: VBE primes who are submitting as bidders or offerors must complete an **VBE Utilization Schedule (VBE-3)** identifying any self-performance towards the VBE participation goal.

VBE-3
VBE UTILIZATION SCHEDULE

List in the chart below VBEs (including where applicable a prime bidder or offeror is self-performing a portion of the work) that will be used to meet the VBE participation goal (add additional pages if necessary). Submit a **Letter of Commitment (VBE-3-1)** for each VBE subcontractor (add additional Letters of Commitment as necessary).

VBE Name SAP Vendor Number (6-digit number provided by VBE) VBE Verification Number (located on DGS VBE verification)	Type of VBE (check all that apply)	Description of Work to be Performed (Statement of Work/Specification reference)	% Commitment (or % of work to be self-performed by VBE bidder/offeror)	Associated Dollar Value of Commitment
Name: <u>ABC IT Solutions</u> SAP Vendor Number: <u>123456</u> VBE Verification Number: <u>123456-2016-09-SB-M</u>	MBE	IT staffing resources	%	\$
Name: Absolute Staffing & Consulting Solutions SAP Vendor Number: 519340 VBE Verification Number: 80-419-0119	<input checked="" type="checkbox"/> VBE <input type="checkbox"/> SDVBE	Safety Consultant Staffing	3 %	\$163,165.50
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Name: SAP Vendor Number: VBE Verification Number:	<input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		%	
Attach additional sheets if necessary			Total % VBE commitment: 3%	Total \$ amount: \$163,165.50

VBE-3-1
LETTER OF COMMITMENT

This Letter of Commitment serves as confirmation of the commitment by the prime Bidder or Offeror to utilize the Small Diverse Business (VBE) on the below-referenced Solicitation/Project.

Solicitation Number: 6100049942

Solicitation Name: Safety Program Management and Consulting Services

	Bidder/Offeror Information	VBE Information
Name	Compliance Management International	Absolute Staffing & Consulting Solutions
Address	1350 Welsh Road, Suite 200 North Wales, PA 19454	P.O. Box 2518 Westminster, MD 21158
Point of Contact	Betsy Lovensheimer	Tawanda Huff
Telephone number	800-701-9369 x.110	443-794-2148
Email address	blovensheimer@complianceplace.com	huff.t@ascs1.com

Services/Supplies and Time Frame. If Bidder/Offeror is the successful vendor, the VBE shall perform or provide the following services or supplies during the initial term of the prime contract and during any extensions, options or renewal periods of the prime contract exercised by the Commonwealth, as more specifically set forth below:

Services or supplies the VBE will provide:

Specific Time Frame the VBE will provide the services or supplies:

Percentage Commitment. These services or supplies represent 3 % of the total cost of the Bidder/Offeror's cost submittal for the initial term of the contract. Depending on actual contract usage or volume, it is expected the VBE will receive \$ 163,165.50 during the initial contract term.

VBE verified. By signing below, the VBE represents that it meets the VBE requirements set forth in the Solicitation and all required documentation has been provided to the Bidder/Offeror for its VBE submission.

Sincerely,

Betsy Lovensheimer

Printed name



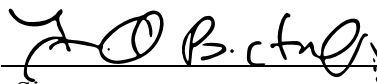
Signature

Bidder/Offeror Point of Contact Name

Acknowledged

Tawanda B. Huff

Printed name



Signature

VBE Point of Contact Name

** For purposes of monitoring compliance with SDB and VBE commitments, the work performed by a firm that is both an SDB and a VBE will be counted by BDISBO towards fulfilling both the SDB and VBE commitments unless otherwise agreed to by the parties in writing and approved by BDISBO and the Issuing Office.*

VBE-4
GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION GOAL

Bidders/Offerors do not need to return VBE-4 with their VBE Participation Submittal

In order for its bid or proposal to be responsive, the Bidder or Offeror must either (1) meet the VBE participation goal and document its commitments for participation of VBE firms, or (2) when it does not meet the VBE participation goal, submit a Good Faith Efforts waiver request as set forth in Section IV below and the **Good Faith Efforts Documentation to Support Waiver Request (VBE-5)** of the VBE Participation Goal.

I. Definitions

Good Faith Efforts - The “Good Faith Efforts” requirement means that when requesting a waiver, the Offeror must demonstrate that it took all necessary and reasonable steps to achieve the VBE participation goal. Those steps are considered necessary and reasonable when their scope, intensity, and relevance could reasonably be expected to obtain sufficient VBE participation, even if those steps were not fully successful. The Issuing Agency and Department of General Services’ Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) will determine whether or not the Offeror requesting a Good Faith Efforts waiver made adequate Good Faith Efforts by considering the quality, quantity, and intensity of the Offeror’s efforts. Mere *pro forma* efforts are not Good Faith Efforts to meet the VBE participation requirements. The determination concerning the sufficiency of the Offeror's Good Faith Efforts is subjective; meeting quantitative formulas is not required.

Identified Items of Work – all reasonably identifiable subcontractable work opportunities under a resulting contract for performance by subcontractors.

Identified VBEs– all of the VBEs the Offeror has identified as available to perform the Identified Items of Work and should include all DGS-verified VBEs that are reasonably identifiable.

Offeror – for purposes of this **Good Faith Efforts Documentation to Support Waiver Request**, the term “Offeror” includes any entity responding to a solicitation, including invitations for bids, requests for proposals, and other types of best value solicitations.

VBE – “VBE” refers to Veteran-Owned Small Business Enterprises or Service-Disabled Veteran-Owned Small Business Enterprise verified by BDISBO.

VBE participation goal – “VBE participation goal” refers to the VBE participation goal set for a procurement for Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses.

II. Types of Actions Agency and BDISBO will Consider

The following is a list of types of actions the procuring agency and BDISBO will consider as part of the Offeror's Good Faith Efforts when the Offeror is unable to meet, in full, the VBE

VBE-4
**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (VBE) PARTICIPATION GOAL**

participation goal. This list is not intended to be a mandatory checklist, nor is it intended to be exclusive or exhaustive. Other factors or types of efforts may be relevant in appropriate cases.

A. Identify Proposal Items as Work for VBEs

1. Identified Items of Work

- (a) Offerors should reasonably identify sufficient items of work to be performed by VBEs.
- (b) Where appropriate, Offerors should break out contract work items into economically feasible units to facilitate VBE participation, rather than perform these work items with their own forces. **The ability or desire of a prime contractor to perform the work of a contract with its own organization does not relieve the Offeror of the responsibility to make Good Faith Efforts to meet the VBE participation goal.**

B. Identify VBEs to Solicit

1. Identified VBEs

- (a) Offerors must reasonably identify the VBEs that are available to perform the Identified Items of Work.
- (b) Any VBEs identified as available by the Offeror should be certified to perform the Identified Items of Work.

C. Solicit VBEs

- 1. Offerors must solicit a reasonable number of identified VBEs for all Identified Items of Work by providing written notice. The Offeror must:
 - (a) provide the written solicitation to the Identified VBEs at least 10 days prior to Bid or Proposal due date to allow sufficient time for the Identified VBE to respond;
 - (b) send the written solicitation by first-class mail, facsimile, or e-mail using contact information in the BDISBO Directory, unless the Offeror has a valid basis for using different contact information; and
 - (c) provide adequate information about the plans, specifications, anticipated time schedule for portions of the work to be performed by the Identified VBE, and other requirements of the contract to assist Identified VBEs in responding. (This information may be provided by including hard copies in the written solicitation or by electronic means as described in C.3 below.)

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION GOAL

2. “All” Identified VBEs includes any VBE Firms the Offeror identifies as potentially available to perform the Identified Items of Work, but it does not include Identified VBEs who are no longer certified to perform the work as of the date the Offeror provides written solicitations.
3. “Electronic Means” includes, for example, information provided *via* a website or file transfer protocol (FTP) site containing the plans, specifications, and other requirements of the contract. If an interested VBE cannot access the information provided by electronic means, the Offeror must make the information available in a manner that is accessible to the interested VBE.
4. Offerors must follow up on initial written solicitations by contacting Identified VBEs to determine their interest in bidding. The follow up contact may be made:
 - (a) by telephone using the contact information in BDISBO’s Directory, unless the Offeror has a valid basis for using different contact information; or
 - (b) in writing *via* a method that differs from the method used for the initial written solicitation.
5. In addition to the written solicitation set forth in C.1 and the follow up required in C.4, offerors must use all other reasonable and available means to solicit the interest of Identified VBEs certified to perform the work of the contract. Examples of other means include:
 - (a) attending any Supplier Forums, or Pre-Proposal or Pre-Bid conferences at which VBEs could be informed of contracting and subcontracting opportunities; and
 - (b) if recommended by the procurement, advertising with or effectively using the services of at least two veteran-focused entities or media, including trade associations, veteran community organizations, veteran contractors' groups, and local, state, and federal veteran business assistance offices.

D. Negotiate with Interested VBEs

Offerors must negotiate in good faith with interested VBEs.

1. Evidence of negotiation includes, without limitation, the following:
 - (a) the names, addresses, and telephone numbers of VBEs that were considered;
 - (b) a description of the information provided regarding the plans and specifications for the work selected for subcontracting and the means used to provide that information; and

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION GOAL

- (c) evidence as to why additional agreements could not be reached for VBEs to perform the work.
2. In negotiating with subcontractors, the offeror should consider a subcontractor's price and capabilities as well as the VBE participation goal.
 3. Additional costs incurred in finding and using VBEs are not sufficient justification for the Offeror's failure to meet the VBE participation goal, as long as such costs are reasonable. Factors to take into consideration when determining whether an VBE's quote is excessive or unreasonable include, without limitation, the following:
 - (a) dollar difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (b) percentage difference between the VBE subcontractor's quote and the average of other subcontractors' quotes received by the Offeror;
 - (c) percentage that the VBE subcontractor's quote represents of the total contract cost;
 - (d) whether the work described in the VBE and Non-VBE subcontractor quotes (or portions thereof) submitted for review is the same or comparable; and
 - (e) number of quotes received by the Offeror for that portion of the work.
 4. The factors in paragraph 3 above are not intended to be mandatory, exclusive, or exhaustive, and other evidence of an excessive or unreasonable price may be relevant.
 5. The Offeror may not use its price for self-performing work as a basis for rejecting an VBE's quote as excessive or unreasonable.
 6. The "average of the other subcontractors' quotes received" by the Offeror refers to the average of the quotes received from all subcontractors. Offeror should attempt to receive quotes from at least three subcontractors, including one quote from an VBE and one quote from a non-VBE.
 7. The Offeror shall not reject an VBE as unqualified without sound justification based on a thorough investigation of the VBE's capabilities. For each VBE that is rejected as unqualified or that placed a subcontract quotation or offer that the Offeror concludes is not acceptable, the Offeror must provide a written detailed statement outlining the justification for its conclusion. The Offeror also must document the steps taken to verify the capabilities of the VBE and non-VBE Firms quoting similar work.

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION GOAL

- (a) The factors to take into consideration when assessing the capabilities of an VBE include, but are not limited to the following: financial capability, physical capacity to perform, available personnel and equipment, existing workload, experience performing the type of work, conduct and performance in previous contracts, and ability to meet reasonable contract requirements.
- (b) The VBE's standing within its industry, membership in specific groups, organizations, or associations and political or social affiliations (for example union vs. non-union employee status) are not legitimate causes for the rejection or non-solicitation of Proposals in the efforts to meet the VBE participation goal.

E. Assisting Interested VBEs

When appropriate under the circumstances, the procuring agency and BDISBO will consider whether the Offeror made reasonable efforts to assist interested VBEs in obtaining:

1. The bonding, lines of credit, or insurance required by the procuring agency or the Offeror; and
2. Necessary equipment, supplies, materials, or related assistance or services.

III. Other Considerations

In making a determination of Good Faith Efforts, the procuring agency and BDISBO may consider engineering estimates, catalogue prices, general market availability and availability of certified VBEs in the area in which the work is to be performed, other Proposals or offers and subcontract Proposals or offers substantiating significant variances between VBE and non-VBE costs of participation, and their impact on the overall cost of the contract to the Commonwealth and any other relevant factors.

The procuring agency and BDISBO may consider whether the Offeror decided to self-perform potentially subcontractable work with its own forces. The procuring agency and BDISBO also may consider the performance of other Offerors in meeting the VBE participation goal. For example, when the apparent successful Offeror fails to meet the VBE participation goal, but others meet it, this raises the question of whether, with additional reasonable efforts, the apparent successful Offeror could have met the VBE participation goal. If the apparent successful Offeror fails to meet the VBE participation goal but meets or exceeds the average VBE participation obtained by other Offerors, this, when viewed in conjunction with other factors, could be evidence of the apparent successful Offeror having made Good Faith Efforts.

IV. Documenting Good Faith Efforts

At a minimum, the Offeror seeking a Good Faith Efforts waiver of the VBE participation goal or a portion thereof must provide written documentation of its Good Faith Efforts along with its bid or proposal. The written documentation shall include the following:

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GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL DIVERSE BUSINESS (VBE) PARTICIPATION GOAL

A. Items of Work (complete VBE-5, Part 1 – Identified Items of Work Offeror Made Available to VBEs)

A detailed statement of the efforts made to select portions of the contract work proposed to be performed by VBEs in order to increase the likelihood of achieving the VBE participation goal.

B. Outreach/Solicitation/Negotiation

1. A detailed statement of the efforts made to contact and negotiate with VBEs including:
 - (a) the names, addresses, and telephone numbers of the VBEs who were contacted, with the dates and manner of contacts (letter, fax, e-mail, telephone, etc.) **(complete VBE-5, Part 2 – Identified VBE Firms and Records of Solicitations. Include letters, fax cover sheets, e-mails, etc. documenting solicitations)**; and
 - (b) a description of the information provided to VBEs regarding the plans, specifications, and anticipated time schedule for portions of the contract work to be performed and the means used to provide that information.
2. The record of the Offeror's compliance with the outreach efforts set forth in **VBE-5, Part 3 - Outreach Efforts Compliance Statement.**

C. Rejected VBEs (complete VBE-5, Part 4 - Additional Information Regarding Rejected VBE Quotes)

1. For each VBE that the Offeror concludes is not acceptable or qualified, provide a detailed statement of the reasons for this conclusion, including the steps taken to verify the capabilities of the VBE and non-VBE firms quoting similar work.
2. For each VBE that the Offeror concludes has provided an excessive or unreasonable price, a detailed statement of the reasons for the Offeror's conclusion, including the quotes received from all VBE and non-VBE firms proposing on the same or comparable work. **(Include copies of all quotes received.)**

D. Unavailable VBEs (complete VBE-5, Part 5 – VBE Subcontractor Unavailability Certificate)

1. **For each VBE that the Offeror contacted but found to be unavailable, submit an VBE Subcontractor Unavailability Certificate** signed by the VBE, an email from the VBE indicating the VBE is unavailable, or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

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**GUIDANCE FOR DOCUMENTING GOOD FAITH EFFORTS TO MEET THE SMALL
DIVERSE BUSINESS (VBE) PARTICIPATION GOAL**

E. Other Documentation

1. Submit any other documentation requested by BDISBO or the Procuring Agency to ascertain the Offeror's Good Faith Efforts.
2. Submit any other documentation the Offeror believes will help BDISBO or the Procuring Agency ascertain its Good Faith Efforts.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Project Description:	
Commonwealth Agency Name:	
Solicitation #:	
Solicitation Due Date and Time:	

Bidder/Offeror Company Name:	
Bidder/Offeror Contact Name:	
Bidder/Offeror Contact Email:	
Bidder/Offeror Contact Phone Number:	

Part 1 – Identified Items of Work Offeror Made Available to VBEs

Identify those items of contract work that the Offeror made available to VBEs. This includes, where appropriate, those items the Offeror identified and subdivided into economically feasible units to facilitate the VBE participation. For each item listed, show the anticipated percentage of the total contract cost. Offeror must demonstrate that enough work to meet the VBE participation goal was made available to VBEs, and the total percentage of the items of work identified for VBE participation met or exceeded the VBE participation goal set for the procurement.

Identified Items of Work	Was this work listed in the solicitation?	Does Offeror normally self-perform this work?	Was this work made available to VBE Firms? If not, explain why.
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no
	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no

Attach additional sheets if necessary.

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 2 – Identified VBEs and Record of Solicitations

Identify the VBEs solicited to provide quotes for the Identified Items of Work made available for VBE participation. Include the name of the VBE solicited, items of work for which quotes were solicited, date and manner of initial and follow-up solicitations, whether the VBE provided a quote, and whether the VBE is being used toward meeting the VBE participation goal. VBEs used to meet the VBE participation goal must be listed on the **VBE Utilization Schedule (VBE-2)**.

Note: Copies of all written solicitations and documentation of follow-up calls to VBEs must be attached to this form. For each Identified VBE listed below, Offeror should submit an VBE Subcontractor Unavailability Certificate signed by the VBE or a statement from the Offeror that the VBE refused to sign the VBE Subcontractor Unavailability Certificate.

Name of Identified VBE and Classification	Describe Item of Work Solicited	Initial Solicitation Date & Method	Follow-up Solicitation Date & Method	Details for Follow-up Calls	Quote Received?	Quote Used?	Reason Quote Rejected
VBE Name: <input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> Self performing
VBE Name: <input type="checkbox"/> VBE <input type="checkbox"/> SDVBE		Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date: <input type="checkbox"/> mail <input type="checkbox"/> email <input type="checkbox"/> fax	Date and Time of Call: Spoke with: Left Message:	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> yes <input type="checkbox"/> no	<input type="checkbox"/> Used other VBE <input type="checkbox"/> Used non-VBE <input type="checkbox"/> Self performing

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 3 – VBE Outreach Compliance Statement

- 1. List the Identified Items of Work for subcontracting opportunities for the solicitation along with specific work categories:**

- 2. Attach to this form copies of written solicitations (with Bid or Proposal instructions) used to solicit Identified VBEs for these subcontract opportunities.**

- 3. Offeror made the following attempts to contact the Identified VBEs:**

- 4. Bonding Requirements (Please Check One):**

This project does not involve bonding requirements.

Offeror assisted Identified VBEs to fulfill or seek waiver of bonding requirements.
(DESCRIBE EFFORTS):

- 5. Pre-Bid/Proposal Conference or Supplier Forum (Please Check One):**

Offeror did attend the pre-Bid/Proposal conference or Supplier Forum

No pre-Bid/Proposal conference or Supplier Forum was held

Offeror did not attend the pre-Bid/Proposal conference or Supplier Forum

VBE-5

GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF VBE PARTICIPATION GOAL

Part 4 – Additional Information Regarding Rejected VBE Quotes

This form must be completed if Part 2 indicates that an VBE quote was rejected because the Offeror is using a non-VBE or is self-performing the Identified Items of Work. List the Identified Items of Work, state whether the work will be self-performed or performed by a non-VBE, and if applicable, state the name of the non-VBE firm. Also include the names of all VBEs and non-VBE firms that provided a quote and the amount of each quote.

Describe Identified Items of Work not being performed by VBEs (include specific section from bid or proposal)	Self-performing or using non-VBE (provide name of non-VBE if applicable)	Amount of non-VBE quote \$	Name of other firms that provided quotes and whether they are VBE	Amount quoted \$	Reason why VBE quote was rejected along with brief explanation
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other
	<input type="checkbox"/> self-performing <input type="checkbox"/> using Non-VBE Name:		<input type="checkbox"/> VBE <input type="checkbox"/> Non-VBE Name:		<input type="checkbox"/> price <input type="checkbox"/> capabilities <input type="checkbox"/> other

Attach additional sheets as necessary.

VBE-5
GOOD FAITH EFFORTS DOCUMENTATION TO SUPPORT WAIVER REQUEST OF
VBE PARTICIPATION GOAL

Part 5 – VBE Subcontractor Unavailability Certificate

1. It is hereby certified that the firm of _____
(Name of VBE)

located at _____
(Number) (Street)

(City) (State) (Zip)

was offered an opportunity to bid on Solicitation No. _____

by _____
(Name of Prime Contractor's Firm)

2. _____(VBE), is either unavailable for the work/service or unable to prepare a Proposal for this project for the following reason(s):

(Signature of VBE's Representative) (Title) (Date)

(DGS VBE Certification #) (Telephone #)

3. If the VBE does not complete this form, the prime contractor must complete the following:

To the best of my knowledge and belief, the above-listed VBE is either unavailable for the work/service for this project, is unable to prepare a Proposal, or did not respond to a request for a price Proposal and has not completed the above portion of this submittal.

(Signature of Bidder/Offeror) (Title) (Date)

**NOTICE OF VETERAN BUSINESS ENTERPRISE
VERIFICATION**



The Department is pleased to announce that
Absolute Staffing & Consulting Solutions

has successfully completed the Pennsylvania Department of General Services' process for self-certification as a small business under the Commonwealth's Small Business Contracting Program, and is verified as a Veteran Business Enterprise with the following designation(s):

BUSINESS TYPE(s):

Procurement Services

CERTIFICATION NUMBER: **519340201910-VBE-V**

CERTIFICATION TYPE: **VETERAN BUSINESS ENTERPRISE**

ISSUE DATE: **11/07/2019**

EXPIRATION DATE: **10/31/2021**

A handwritten signature in black ink that reads "Kerry L. Kirkland". The signature is written in a cursive style with a large, looped "K" and "L".

Kerry L. Kirkland, Deputy Secretary
Bureau of Diversity, Inclusion & Small Business Opportunities

APPENDIX [insert]

MODEL FORM OF SMALL DIVERSE BUSINESS/VETERAN BUSINESS ENTERPRISE SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Subcontract") is made effective as of October 6__ __, 2020__, by and between Compliance Management International_____, ("Contractor") and Absolute Staffing and Consulting Services (ASCS)_____, a Small Diverse Business or Veteran Business Enterprise ("Subcontractor") (collectively referred to as the "Parties").

RECITALS

Contractor has entered into a contract dated October 6, 2020_____ (the "Prime Contract") with the Department of Administration____ of the Commonwealth of Pennsylvania ("Commonwealth"). Under the Prime Contract, Contractor has agreed to provide certain supplies, services or construction ("Services") to the Commonwealth.

In connection with the Procurement leading to the Prime Contract, Contractor and Subcontractor entered into a letter agreement dated October 2, 2020_____ ("Letter of Commitment") whereby the Contractor committed a certain percentage of work ("Small Diverse Business or Veteran Business Enterprise Commitment") under the Prime Contract to the Subcontractor.

As contemplated by the Letter of Commitment and in accordance with the provisions of the Procurement and Prime Contract, the Parties have agreed to enter into this Subcontract to fulfill the Small Diverse Business or Veteran Business Enterprise Commitment expressed in the Letter of Commitment and as required by the Prime Contract.

DEFINITIONS

The following words and terms when used in this Subcontract shall have the following meanings:

Bureau – The Department's Bureau of Diversity, Inclusion and Small Business Opportunities.

Contracting Officer – The person authorized to administer and make written determinations for the Commonwealth with respect to the Prime Contract.

Department – The Department of General Services of the Commonwealth of Pennsylvania.

Issuing Office – The department, board, commission or other agency of the Commonwealth of Pennsylvania that issued the Procurement.

Procurement – The Invitation for Bids, Request for Quotes, Request for Proposals or other solicitation and all associated final procurement documentation issued by the Commonwealth to obtain proposals from firms for award of the Prime Contract.

Small Business – A business in the United States which is independently owned, not dominant in its field of operation, employs no more than 100 full-time or full-time equivalent employees, and earns less than \$38.5 million in gross annual revenues.

Small Diverse Business – A Department-verified minority-owned small business, woman-owned small business, LGBT-owned small business, disability-owned small business, or service-disabled veteran-owned small business.

Veteran Business Enterprise – A Department-verified veteran-owned small business or service-disabled veteran-owned small business.

AGREEMENT

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties hereby agree as follows:

1. Subcontractor Representations. Subcontractor represents and warrants to Contractor as follows:

(a) Subcontractor is verified as a Small Diverse Business or Veteran Business Enterprise by the Bureau of Diversity, Inclusion and Small Business Opportunities in accordance with the requirements and procedures established by the Bureau;

(b) Subcontractor possesses the necessary knowledge, experience, expertise, capital, resources and personnel required to perform the Services it will provide under this Subcontract;

(c) Subcontractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(d) The execution and performance by Subcontractor of the terms and provisions of this Subcontract have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract by Subcontractor will violate any provision of law, any order of any court or other agency of government, the organizational documents of Subcontractor or any indenture, agreement or other instrument to which Subcontractor is a party, or by which Subcontractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Subcontractor pursuant to, any such indenture agreement or instrument;

(e) Subcontractor has obtained all licenses, permits and approvals required to perform the Services it will provide under this Subcontract; and

(f) Subcontractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

2. Contractor Representations. Contractor represents and warrants to Subcontractor as follows:

(a) Contractor (i) is duly organized, validly existing and in good standing under the laws of its state of incorporation or organization, (ii) has the power and authority to own its properties and to carry on business as now being conducted, and (iii) has the power to execute and deliver this Subcontract;

(b) The execution and performance by Contractor of the terms and provisions of this Subcontract by Contractor have been duly authorized by all requisite action, and neither the execution nor the performance of this Subcontract will violate any provision of law, any order of any court or other agency of government, the organizational documents of Contractor or any indenture, agreement or other instrument to which Contractor is a party, or by which Contractor is bound, or be in conflict with, result in a breach of, or constitute (with due notice or lapse of time or both) a default under, or except as may be provided by this Subcontract, result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of Contractor pursuant to, any such indenture agreement or instrument;

(c) Contractor has obtained all licenses, permits and approvals required to perform the Services to be provided by Contractor under the Prime Contract; and

(d) Contractor is not under suspension or debarment by the Commonwealth or any other governmental entity, instrumentality or authority.

3. Relationship of the Parties. The provisions of this Subcontract are not intended to create, nor shall be deemed or construed to create, any joint venture, partnership or other relationship between Contractor and Subcontractor, other than that of independent entities contracting with each other solely for the purpose of carrying out the provisions of this Subcontract. Neither of the Parties to this Subcontract, nor any of their respective employees, agents, or other representatives, shall be construed to be the agent, employee or representative of the other party. Neither party shall have the authority to bind the other party, nor shall a party be responsible for the acts or omissions of the other party, unless otherwise stated in this Subcontract. Similarly, the Parties expressly acknowledge that neither the Contractor nor the Subcontractor is an agent, employee or representative of the Commonwealth and each party covenants not to represent itself accordingly.

4. Prime Contract Flow-Down.

(a) General. This agreement is a subcontract under the Prime Contract and all provisions of the Prime Contract and any amendments thereto applicable to the Services being performed by the Subcontractor shall extend to and be binding upon the Parties as part of this Subcontract.

(b) Specific. The Parties agree to comply with the following provisions of the Prime

Contract, which are incorporated herein by reference:

- (1) The Americans with Disabilities Act Provisions.
- (2) Nondiscrimination/Sexual Harassment Clause.
- (3) Contractor Integrity Provisions.
- (4) Contractor Responsibility Provisions.

(c) **Termination.** Should the Prime Contract be terminated pursuant to the terms and conditions provided in the Procurement, such termination shall have the same effect on this Subcontract. Payment for Services provided as of the date of termination must be made in accordance with the Section 13 of this Subcontract.

(d) **Audit Provisions.** The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents, and records of the Parties to the extent that the books, documents, and records relate to the Parties' compliance with the provisions set forth in subsection (b) above or to the Small Diverse Business or Veteran Business Enterprise Commitment effectuated through this Subcontract. The Parties shall preserve such books, documents, and records for a period of three years from the date of final payment hereunder. The Parties shall give full and free access to all such records to the Commonwealth and/or its authorized representatives.

5. **Order of Precedence.** The Letter of Commitment, Procurement and Prime Contract are incorporated herein by reference into this Subcontract. In the event of any conflict or inconsistency among the individual components of this Subcontract, such conflict or inconsistency shall be resolved by observing the following order of precedence:

- (a) This Subcontract;
- (b) The Letter of Commitment;
- (c) The Prime Contract; and
- (d) The Procurement.

6. **Further Action.** The Parties shall take such actions and complete, execute and deliver any and all documents or instruments necessary to carry out the terms and provisions of this Subcontract, to effectuate the purpose of this Subcontract, and to fulfill the obligations of each party hereunder.

7. **Description of Services.** Subcontractor will perform the following Services for the Contractor which Contractor is obligated to provide to the Commonwealth under the Prime Contract:

[DESCRIBE IN DETAIL THE SPECIFIC SUPPLIES, SERVICES OR CONSTRUCTION THE SUBCONTRACTOR WILL PROVIDE OR PERFORM WITH THE CORRESPONDING UNITED NATIONS STANDARD PRODUCTS AND SERVICES CODES (UNSPSC)]

Staffing for On-site Safety and Loss Prevention Services- UNSPC Code: 80111707

8. Small Diverse Business or Veteran Business Enterprise Commitment. The above-referenced Services represent 3 % of the final negotiated total cost for the initial term of the Prime Contract. Any proposed change to the Small Diverse Business or Veteran Business Enterprise Commitment must be submitted in writing to the Bureau and the Contracting Officer. The Bureau will make a recommendation to the Commonwealth Contracting Officer regarding a course of action.

9. Performance of Services. Subcontractor may not subcontract more than 50% of the work subcontracted to it hereunder without written permission from the Bureau. Subcontractor will perform the Services strictly in accordance with any applicable plans and specifications as contained in the Prime Contract and the reasonable deadlines set by Contractor in view of the requirements of the Prime Contract, and in a good workmanlike manner consistent with industry standards, meeting all applicable local, state and federal laws, regulations and policies.

10. Location of Services. Subcontractor will provide the Services at the following address(es):
Various Pennsylvania Commonwealth Agency Address
Locations _____

11. Timeframe for Performance of Services. The Services will be provided by Subcontractor during the initial term of the Prime Contract, and during any extensions, options or renewal periods of the Prime Contract exercised by the Commonwealth, as more specifically set forth below:

[IDENTIFY THE SPECIFIC TIME PERIODS DURING THE INITIAL CONTRACT TERM AND EXTENSIONS, OPTIONS AND RENEWALS WHEN THE SUBCONTRACTOR WILL PERFORM COMPONENT SERVICES]

January 1, 2021 –Dec 31, 2023

Dec 31, 2024 – One-year extension

Dec 31, 2025 One-year extension

12. Pricing of Services. Subcontractor shall provide or perform the Services at the pricing specified in Exhibit Cost Submittal Overview tab to this Subcontract.

[ATTACH A BILL OF MATERIALS, RATE CARD OR OTHER APPROPRIATE COST SHEET COVERING THE SERVICES TO BE PROVIDED.]

13. Payment for Services. Contractor shall exert reasonable and diligent efforts to collect prompt payment from the Commonwealth. Contractor shall pay Subcontractor in proportion to amounts received from the Commonwealth which are attributable to the Services performed by Subcontractor. Contractor shall pay Subcontractor within fourteen (14) days after the Contractor

receives such payment from the Commonwealth, unless the parties expressly agree upon a different payment schedule or structure as set forth below:

14. Utilization Reports. Both the Contractor and Subcontractor shall complete Monthly Utilization Reports (or similar type documents containing the same information) and submit them to the Contracting Officer and to the Bureau within ten (10) business days at the end of each month. This information will be used to determine the actual dollar amount paid to Subcontractor and will also serve as a record of fulfillment of Contractor's Small Diverse Business and Veteran Business Enterprise Commitments. If there was no activity during the month, then the form must be completed by stating "No activity in this month." A late fee of \$100.00 per day may be assessed against the Contractor if the Contractor's Utilization Report is not submitted in accordance with the schedule above.

15. Change Orders. If the Commonwealth issues any change order or other formal contract instrument either expanding or limiting the work to be performed under the Prime Contract, the Parties shall accept such Change Orders. Contractor agrees to provide Subcontractor with written notice of any such change orders that affect the Services to be provided by the Subcontractor hereunder as soon as practical after Contractor receives such notice. Any resulting increase or decrease in the Services, Small Diverse Business or Veteran Business Enterprise Commitment provided for in Paragraphs 7 or 8 above must be in writing, mutually agreed to, and signed by both Parties and communicated to the Bureau. If the Parties are unable to reach an agreement regarding any adjustment to the Services, Small Diverse Business or Veteran Business Enterprise Commitment necessitated by a Commonwealth Change Order, the Parties must submit the matter in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.

16. Force Majeure. Neither party will incur any liability to the other if its performance of any obligation under this Subcontract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemic and quarantines, general strikes throughout the trade, and freight embargoes. The existence of such causes beyond a party's control shall extend the period for performance to such extent as may be necessary to enable complete performance in the exercise of reasonable diligence after the causes have been removed.

17. Dispute Resolution.

(a) The Parties will attempt to resolve any dispute arising out of or relating to this Subcontract through friendly negotiations.

(1) The Parties expressly acknowledge and confer upon the Bureau and Contracting Officer the authority to adjudicate disputes that the Parties cannot resolve amicably

concerning the Parties' compliance with their Small Diverse Business and Veteran Business Enterprise Commitments as provided in the Prime Contract and this Subcontract.

(2) The Bureau may recommend to the Contracting Officer a range of sanctions it deems appropriate if the Bureau determines a party has failed to satisfy or perform its Small Diverse Business or Veteran Business Enterprise commitment. Such sanctions include, but are not limited to, one or more of the following: a determination that the party is not responsible under the Contractor Responsibility Program; withholding of Prime Contract and/or Subcontract payments; suspension or termination of the Prime Contract and/or Subcontract together with consequential damages; revocation of the party's Small Diverse Business and/or Veteran Business Enterprise verification status; and/or suspension or debarment of one or both parties from future contracting opportunities with the Commonwealth.

(3) The Parties' acknowledge that their prior performance in meeting their Small Diverse Business and Veteran Business Enterprise contractual obligations may be considered by the Commonwealth when reviewing future bids or proposals for responsiveness and responsibility.

(b) Nothing herein shall be construed to prevent either party from seeking such relief as provided by law in a court or tribunal of competent jurisdiction.

18. Notices. Any written notice to any party under this Subcontract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to the following:

If to Contractor:

Compliance Management International
1350 Welsh Road, Suite 200
North Wales, PA 19454

If to Subcontractor:

Absolute Staffing and Consulting Services (ASCS)
PO Box 2518
Westminster, MD 21158

19. Waiver. No waiver by either party of any breach of this Subcontract shall be deemed to waive any other breach. No acceptance of payment or performance after any breach shall be deemed a waiver of any breach. No failure or delay to exercise any right by a party upon another's default shall prevent that party from later exercising that right, nor shall such failure or delay operate as a waiver of any default.

20. Severability. If any provision of this Subcontract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Subcontract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
21. Assignment. Neither party may assign or transfer this Subcontract without the prior written consent of the Commonwealth. If Contractor's Prime Contract with the Commonwealth is assigned to another contractor, the new contractor must maintain the Small Diverse Business and Veteran Business Enterprise Commitments set forth in the Prime Contract as implemented through this Subcontract.
22. Applicable Law. This Subcontract shall be governed by the laws of the Commonwealth of Pennsylvania.
23. Entire Agreement. This Subcontract constitutes the entire agreement of the Parties regarding the subject of this Subcontract as of the date of execution. No other agreement or understandings, verbal or written, expressed or implied, are a part of this Subcontract unless specified herein.
24. Amendment. This Subcontract may be modified or amended only if made in writing and signed by both Parties. Any proposed change to the Contractor's Small Diverse Business or Veteran Business Enterprise Commitment to Subcontractor must be submitted in writing to the Bureau which will make a recommendation to the Contracting Officer regarding a course of action.
25. Binding Effect. This Subcontract shall be binding upon, and inure to the benefit of, the Parties and their respective heirs, representatives, successors and assigns.
26. Counterparts. This Subcontract may be executed by the Parties in counterparts, each of which together shall be deemed an original but all of which together shall constitute one and the same instrument. A party's delivery of a duly executed signature page of this Subcontract in electronic format shall have the same force and effect as delivery of an original signature page.

ADDITIONAL TERMS AND CONDITIONS

[THE PARTIES MAY INCLUDE ADDITIONAL TERMS AND CONDITIONS APPROPRIATE FOR THE SERVICES TO BE PROVIDED SO LONG AS THEY ARE COMMERCIALY REASONABLE TERMS FOR THE APPLICABLE BUSINESS OR INDUSTRY, ARE NO LESS FAVORABLE THAN THE TERMS OF THE PRIME CONTRACT, AND DO NOT PLACE DISPROPORTIONATE RISK ON THE SMALL DIVERSE BUSINESS OR VETERAN BUSINESS ENTERPRISE RELATIVE TO THE NATURE AND LEVEL OF THE SMALL DIVERSE BUSINESS' OR VETERAN BUSINESS ENTERPRISE'S PARTICIPATION IN THE PROJECT. SUCH TERMS MAY INCLUDE:

Background Checks

Confidentiality/Disclosure of Information
Data Security
Insurance
Invoicing Requirements
Environmental Protection
Intellectual Property Rights
Record Retention/Audits
Service Level Agreements (SLAs) (consistent with Prime Contract SLAs)
Public Works Construction Requirements (including Bonding, E-Verify, Prevailing Wage, and Prompt Payment provisions)

IN WITNESS WHEREOF, the Parties hereto have caused this Subcontract to be executed by their duly authorized officers as set forth below.


Contractor

Subcontractor

Insert Company Name

Insert Company Name

By: 

By: 

Signature

Signature

Betsy Lovensheimer
Printed Name

Tawanda B. Huff
Printed Name

Vice President
Title

CEO
Title

10/2/2020_____
Date

10/2/2020_____
Date

EXHIBIT E

REQUEST FOR PROPOSAL

Event Summary - Safety Program Management and Consulting Services

Type	Request for Proposal	Number	6100049942
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Event Status	Under Evaluation
Work Group	CPC	Exported on	10/7/2020
Exported by	Sonya Schurtz	Estimated Value	-
Payment Terms	-		

Bid and Evaluation

Respond by Proxy	Disallow	Use Panel Questionnaire	No
Sealed Bid	Yes	Auto Score	No
		Cost Analysis	No
Alternate Items	No	Confidential Pricing	No

Visibility and Communication

Visible to Public Yes


Enter a short description for this public event

The Commonwealth is seeking a contractor that will provide a safety structure to manage and support the operations of the Commonwealth's global safety programs & support the safety programs.

Commodity Codes

None Added

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	9/3/2020 4:00 PM EDT
Close	10/6/2020 4:00 PM EDT
Sealed Until	10/6/2020 4:00 PM
	 Show Sealed Bid Open Date to Supplier
Q&A Close	9/29/2020 4:00 PM EDT

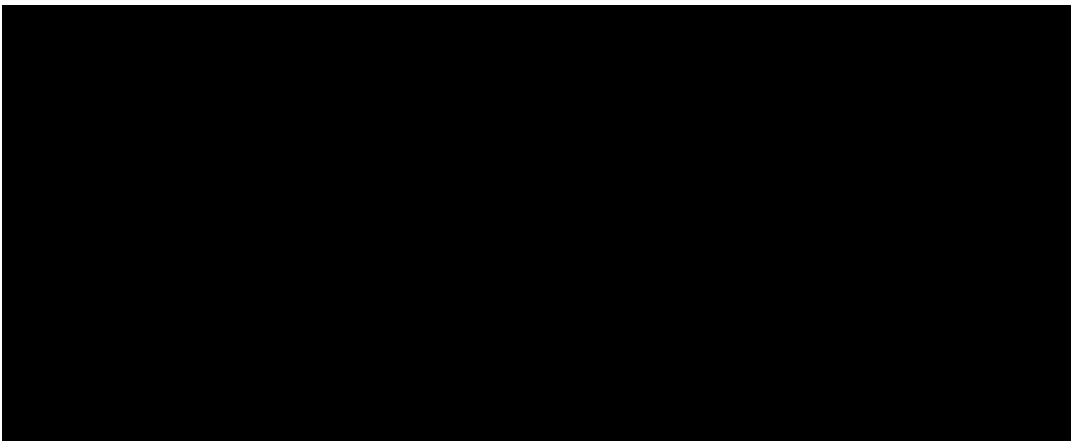
Event Users

Event Creator

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761



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Description

- 1. Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.
- 2. Determination to use Competitive Sealed Proposal Method.** As set forth in Bureau of Procurement Policy Directive 2018-1, the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- 3. Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.
- 4. Project Description.** The Commonwealth is seeking a contractor that will provide a safety structure with On-Site Office of Administration (OA) Safety Professionals (lead consultants) supported through On-Site Agency Safety Professionals (support consultants) working full-time to manage and support the day-to-day operations of the Commonwealth's global safety programs within each agency. On-site OA Safety Professionals will report to the Commonwealth Safety Program Manager. In addition, ad hoc consultants may be required for large projects, training, technical research, technical program development, hazard assessments, industrial hygiene services, or other site-specific work. Nevertheless, most of the work is expected to be done by the full time safety professionals located onsite.
- 5. Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Contract** and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.
- 6. Small Diverse Business and Veteran Business Enterprise Participation.** The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, and Disability-Owned Business Enterprises) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. This Project has been selected by BOP to be a pilot of the new goal setting policy. The goals that have been established for this Project are set forth below:

SDB – 32%

VBE – 3%

Further information can be found in RFP Questions Groups 1.2 and 1.3.

7. New SDB Goal Information Session. The Issuing Office will hold a Pre-proposal conference for this RFP. Attendance at the Pre-proposal Conference is **Mandatory**. The purpose of this conference is to provide an overview of the RFP and submission instructions. Offerors may ask questions in accordance with **Section 10, Questions and Answers** contained in this **Description Section**. Offerors may also ask questions during the Pre-proposal conference, however responses provided during the Pre-proposal conference are **not official** until the

question is submitted in writing using the **Q&A Board** in JAGGAER. Q&A Board questions and written responses shall become part of this RFP. In lieu of the limited facilities available for the conference, Offerors should limit their representation to three (3) individuals per Offeror.

The location, date, and time of the Pre-proposal Conference are as follows:

Pre-proposal Conference – Skype, Friday, September 11, 2020 at 9:00am

An RSVP to the pre-proposal conference is due via email to Sonya Schurtz at sschurtz@pa.gov or 717.783.0761 by Thursday, September 10 at 4:00pm.

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission. To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format. To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

17. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

18. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

19. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of

responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

21. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

22. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

23. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

26. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions** and **Additional Required Documentation** sections, are incorporated into and made part of the RFP.

27. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical. The Issuing Office has established the weight for the Technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following: Soundness of Approach and Offeror Qualifications. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost. The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization. Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

28. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

B. An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

C. Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

29. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

1 ★ **Instructions To Supplier :**

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.

Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

RFP Amendment Changes Document	#-RFP Amendment Changes REV 09.30.20.docx	../Attachments/#-RFP Amendment Changes REV 09.30.20.docx
Technical Submittal - REV. 09.22.20	1-Technical Submittal FINAL REV 09.22.20.docx	../Attachments/1-Technical Submittal FINAL REV 09.22.20.docx
Terms and Conditions	1-Terms and Conditions 09.01.20.pdf	../Attachments/1-Terms and Conditions 09.01.20.pdf
Appendix A Statistics and Data	2-Appendix A Statistics and Data 07.31.20.pdf	../Attachments/2-Appendix A Statistics and Data 07.31.20.pdf
Appendix B Examples of Services	3-Appendix B Examples of Services 07.31.20.doc	../Attachments/3-Appendix B Examples of Services 07.31.20.doc
Appendix C Business Associate Agreement	4-Appendix C Business Associate Agreement 07.31.20.docx	../Attachments/4-Appendix C Business Associate Agreement 07.31.20.docx
Pre-Proposal Attendee Listing	0-PreProposal Sign In Sheet 09.11.20.docx	../Attachments/0-PreProposal Sign In Sheet 09.11.20.docx
DGS PowerPoint Presentation	0-PPC_1DGS Presentation 09.11.20.pptx	../Attachments/0-PPC_1DGS Presentation 09.11.20.pptx
Goal Setting PowerPoint Presentation	0-PPC_2BDISBO Presentation 09.11.20.pptx	../Attachments/0-PPC_2BDISBO Presentation 09.11.20.pptx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. ★
File Upload
- 1.1.3 I have read and fully understand the attached Performance Standards. ★
Yes/No
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP. ★
Text (Multi-Line)

Group 1.2: Small Diverse Business and Small Business Participation

- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document. ★
Yes/No
SDB Participation Information -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-Comprehensive
- 1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload
SDB Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/SDB Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf
- 1.2.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★
File Upload
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx
- 1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★
Yes/No

Group 1.3: Veteran Business Enterprise Participation

- 1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★
Yes/No
VBE Participation Information -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-Comprehe
- 1.3.2 Please download, complete and upload the attached Veteran Business Participation Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload

VBE Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/VBE Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf

1.3.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★
File Upload
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020(1).docx

1.3.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★
Yes/No

Group 1.4: Cost

1.4.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload
Cost Submittal - REV. 09.30.20 - ../Attachments/QuestionAttachments/Cost Submittal FINAL REV

Additional Required Documentation

Group 2.1: Standard Forms

2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload
Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload
Domestic Workforce Utilization Certification Form - ../Attachments/QuestionAttachments/Domestic Workforce Utilization Certification Form.doc

2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★
File Upload
 Trade Secret/Confidential Proprietary Information Notice - ../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
File Upload

Group 2.2: Terms and Conditions

2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★
Yes/No

Group 2.3: Offeror's Representation

2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★
Yes/No
Offerors Representations and Authorizations - ../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Suppliers

The KESE Group

Progress Response In Progress

Chad Sansom

sansom75@gmail.com

Tobar, Inc. (Whitman)

Progress Response In Progress

John Beaupre

jbeaupre@whitmanco.com

Productive Outcomes

Progress No Bid

Sarah Moore

sarah-moore@poadvisory.com

PENNONI ASSOCIATES INC

Progress Intention Not Declared

Todd Stager

tstager@pennoni.com

PUGLIESE ASSOCIATES (Pugliese Associates)

Progress Intention Not Declared

Janine Pappalardo

janine@puglieseassociates.com

North America Procurement Council, Inc. PBC

Progress Intention Not Declared

Lyra de Asis

lyra@napc.me

CONNELLY WALKER AND ASSOCIATES LLC (Connelly Walker and Associates LLC)

Progress Response In Progress

Lloyd Walker

LLOYD@RERSOL.COM

Trinity Safety Group (Trinity Safety Group)

Progress Submitted

Total Bid 0.00

Annette Jones

ajones@trinitysafetygroup.com

RFx Analyst

Progress Intention Not Declared

Kelly Johnson

rfp@rfxanalyst.com

Economic Development Council of NE PA (NEPA Alliance Procurement Technical Assistance Center)

Progress Response In Progress

Frank Migneco

FMIGNECO@NEPA-ALLIANCE.ORG

Public Advertising Supplier

Progress Intention Not Declared

Complex Procurement

papublicsupplier@gmail.com

A 2 Z DIVERSITY SOLUTIONS INC

Progress Intention Not Declared

Tremayne Terry

tremayne.terry@a2zdiversity.com

Davey Resource Group, Inc.

Progress No Bid

Amy Murray

amy.murray@davey.com

RJR Safety Inc

Progress Intention Not Declared

Wayne Vanderhoof

wayne@rjrsafety.com

Promatech, Inc.

Progress Intention Not Declared

Matt Frantz

mfrantz@promatechinc.com

NORTHAMPTON COUNTY AREA COMMUNITY (Northampton County Area Community College)

Progress Intention Not Declared

Jeffrey Scheck

jscheck@northampton.edu

Smart Training LLC

Progress Event Not Viewed

Mark Matheney

markmatheney@smarttraining.com

BKD LLP (BKD, LLP)

Progress Intention Not Declared

Marjorie Hull

mhull@bkd.com

Ardent Technologies Inc

Progress Response In Progress

Jennifer Mosier

vendorregistration@ardentinc.com

Iris Info Pvt Ltd

Progress Intention Not Declared

John Wick

m6rul@wimsg.com

COMPLIANCE MANAGEMENT INTERNATIONAL

Progress Submitted

Total Bid 0.00

Betsy Lovensheimer

cmi@complianceplace.com

DayBlink Consulting LLC

Progress Intention Not Declared

Michael Wong

minority.supplier@dayblink.com

Compliance Consultance, INC. (Compliance Consultants, Inc)

Progress Response In Progress

S Boroi

sboroi@ccicomply.net

Deltek

Progress Response In Progress

Source Management

sourcemgmt@onvia.net

Salus Veritas, LLC (Salus Veritas, LLC)

Progress Intention Not Declared

Jolene Bressi

jolene.bressi@salusveritas.com

Ruback Associates LLC (Ruback Associates)

Progress Intention Not Declared

Jasmin Ruback

jruback@rubackassociates.com

The Henderson Group Unlimited, Inc. (Henderson Group)

Progress No Bid

Vincent Vanlear

vvanlear@hendersongroupinc.net

CGL Companies

Progress No Bid

Diane Bruining

dbruining@cglcompanies.com

PMA INSURANCE GROUP

Progress Submitted

Total Bid 0.00

David Weightman

david_Weightman@pmagroup.com

TRC Environmental Corporation

Progress No Bid

Craig Doolittle

cdoolittle@trccompanies.com

Q&A Board

Subject = Commonwealth Safety Program Scale

Public Thread

Q: What is the total number of Commonwealth employees and contractors impacted by the statewide safety program?

Question added by: Sonya Schurtz

9/25/2020 3:03 PM EDT

A: Refer to Appendix A Statistics and Data for the total number of Commonwealth employees and contractors impacted by the statewide safety program.

Answered by: Sonya Schurtz

9/25/2020 3:03 PM EDT

Subject = Commonwealth Safety Program Scale

Public Thread

Q: Is every agency within the Commonwealth a potential participant in the consulting services?

Question added by: Sonya Schurtz

9/25/2020 3:03 PM EDT

A: Refer to Appendix A Statistics and Data for the agencies within the Commonwealth who participate in the consulting services.

Answered by: Sonya Schurtz

9/25/2020 3:03 PM EDT

Subject = Agency Assignment of On-site Safety Professionals

Public Thread

Q: On-site consultant staffing & management (Technical Submittal page 12 D-1) - "On-site Agency Safety Professionals will be slotted into existing agency roles where On-Site Agency Safety Professionals are currently assigned" – can you clarify which agencies these consultants will be assigned to

Question added by: Sonya Schurtz

9/25/2020 2:55 PM EDT

A: Health and Human Service Delivery Center has four (4) OA Safety Professionals and On-site Agency Professionals: one (1) in Eastern PA – OA Safety Professional, one (1) in Annville – On-site Agency Professional, two (2) in Harrisburg Capitol Complex – 1 On-site Agency Professional and 1 Apprentice. Public Safety Delivery Center has three (3) OA Safety Professionals and On-site Agency Professionals: one (1) in Elizabethtown – On-site Agency Professional, one (1) in Harrisburg – OA Safety Professional, one (1) in Mechanicsburg – On-site Agency Professional. General Government and Employment, Banking and Revenue share three (3) contract staff: all three (3) are in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional and (1) Apprentice. Conservation and Environment Delivery Center has three (3) filled contract staff positions: two (2) in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional, one (1) in Western PA – On-site Agency Professional, one (1) vacant position in Eastern PA – On-site Agency Professional. Infrastructure and Economic Development has two (2) contract staff: Two (2) in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional.

Answered by: Sonya Schurtz

9/25/2020 2:55 PM EDT

Subject = Access to Workers' Compensation Data

Public Thread

Q: Will the selected vendor be given access to the detailed workers' compensation loss data table to support custom and detailed analysis of loss trends?

A: Loss data sets and/or access will be provided to allow for detailed analysis of loss trends.

Answered by: Sonya Schurtz

10/1/2020 1:32 PM EDT

Subject = Workers Compensation Coding

Public Thread

Q: Does the state workers' compensation coding system include a detailed loss description and location code to identify which physical locations or operations are experiencing claims?

A: The data includes location and detailed loss description.

Answered by: Sonya Schurtz

10/1/2020 1:33 PM EDT

Subject = State Agency Locations		Public Thread
<p>Q: Can a list of state work sites be provided that includes the number of employees by agency assigned to each location?</p>		
<p>A: Refer to https://www.hrm.oea.pa.gov/Workforce/Pages/default.aspx - State Government Workforce Statistics 2020 for employee counts by county. Specific locations are too numerous to list, but obviously larger agencies such as DHS, DOC, PennDOT will have larger regional footprints, while other smaller agencies such as DCNR have regional footprints with smaller numbers of staff.</p>	<p>Answered by: Sonya Schurtz</p>	<p>10/1/2020 1:33 PM EDT</p>
Subject = Commonwealth safety program scale		Public Thread
<p>Q: How many additional (beyond Appendix A) Commonwealth agencies are eligible to obtain services under the same rates of the awarded contract?</p>		
<p>A: None, unless an agreement is reached to provide services between the Agency, Office of Administration, and selected Offeror.</p>	<p>Answered by: Sonya Schurtz</p>	<p>10/1/2020 1:33 PM EDT</p>
Subject = Cost Submittal Spreadsheet		Public Thread
<p>Q: Can you please update the cost submittal spreadsheet so that it is not a protected document? We are unable to type into the hourly rate cells as they are locked.</p>		
<p>A: Please see Amendment # 3 (09.24.20), which removed the Cost Submittal FINAL REV 09.22.20 and replaced it with Cost Submittal FINAL REV. 09.23.20.</p>	<p>Answered by: Sonya Schurtz</p>	<p>9/25/2020 10:18 AM EDT</p>
<p>Q: The revised spreadsheet is still locked and password protected.</p>		
<p>A: To access the revised Cost Submittal, Offerors may have to click "Enable Editing" located at the top of the webpage.</p>	<p>Answered by: Sonya Schurtz</p>	<p>9/28/2020 8:40 AM EDT</p>
<p>Q: Yes, we did download the doc and click enable editing. The document is still locked for editing. We also noted the below issues with the cost submittal document: <ul style="list-style-type: none"> • Onsite consultant type section should say annual rate instead of hourly rate • Management services subtotal is not calculating properly </p>		
<p>A: Please see Amendment # 4 (09.28.20), which removed the Cost Submittal FINAL REV. 09.23.20 and replaced it with Cost Submittal FINAL REV. 09.28.20.</p>	<p>Answered by: Sonya Schurtz</p>	<p>9/28/2020 3:50 PM EDT</p>
<p>Q: The cost submittal breakdown does not reflect the correct totals for the on-site consultants. The "Hourly Rate" should be changed to "Annual Rate" or the formula needs to be corrected to reflect the proper total. For example if you enter \$100 as an hourly rate for OA Safety Professional the total calculates to \$500 instead of (100x2080x5).</p>		
<p>A: Please see Amendment # 5 (09.30.20), which removed the Cost Submittal FINAL REV. 09.28.20 and replaced it with Cost Submittal FINAL REV. 09.30.20.</p>	<p>Answered by: Sonya Schurtz</p>	<p>9/30/2020 1:05 PM EDT</p>
Subject = Commonwealth staff		Public Thread
<p>Q: How many Commonwealth employees are assigned to the statewide safety program and implementation? Will these resources contribute to the scope of this RFP?</p>		
<p>A: There are approximately 50 Commonwealth employees who contribute at least part of their time to safety programs.</p>	<p>Answered by: Sonya Schurtz</p>	<p>9/25/2020 10:17 AM EDT</p>
Subject = Safety Culture Status		Public Thread

Q: Has a safety culture and gap analysis been recently completed, and if yes, will these recommendations be shared during the RFP period?

[REDACTED]

[REDACTED]

A: There was a safety perception survey conducted a few years ago which led to an emphasis placed on safety committees, coaching for safe behaviors and complacency trainings. Measures were implemented to address these gaps and we are interested in how a new Offeror would evaluate the safety culture and needs.

Answered by: Sonya Schurtz

9/25/2020 10:16 AM EDT

Subject = Industrial Hygiene Services [REDACTED]

Public Thread

Q: (Technical Submittal Page 13) "Industrial Hygiene Services. Consultants performing these services shall have or be able to procure all necessary tools, equipment, resources, and labs to perform testing at any work location, in any county, within the Commonwealth within two (2) business days and results provided within five (5) business days of the test;" - Can you provide an estimate of the number of industrial hygiene surveys that may be requested annually and which agencies historically have had the greatest need for industrial hygiene services?

[REDACTED]

[REDACTED]

A: Estimate 20 surveys per year, with most occurring for Department of Human Services and Pennsylvania State Police.

Answered by: Sonya Schurtz

9/23/2020 2:35 PM EDT

Subject = Staffing [REDACTED]

Public Thread

Q: • Key Personnel – (Technical Submittal Page 4) – for staffing purposes can the Account Manager also service as an on-site safety professional (lead consultant)?

[REDACTED]

[REDACTED]

A: Yes

Answered by: Sonya Schurtz

9/23/2020 2:35 PM EDT

Subject = Office Location [REDACTED]

Public Thread

Q: Will there be office locations available for the support consultants or only the lead consultants?

[REDACTED]

[REDACTED]

A: Office space is provided for all contract safety consultants. It is expected the consultants will report to their assigned space when not traveling on commonwealth business.

Answered by: Sonya Schurtz

9/22/2020 12:03 PM EDT

Subject = VBE Requirement [REDACTED]

Public Thread

Q: Does the VBE have to be located in Pennsylvania? Can they be located in a surrounding state?

[REDACTED]

[REDACTED]

A: As referenced on the Small Business Self-Certification website (<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>), participation in the PA DGS Small (SB), Small Diverse (SDB) and Veteran Business (VBE) programs only requires businesses to be US based, no in-state residency is required.

Answered by: Sonya Schurtz

9/21/2020 2:29 PM EDT

Subject = Locations and staffing [REDACTED]

Public Thread

Q: Could you please provide a list of the locations and the number of contract safety staff currently working under the current contract at each of these locations?

[REDACTED]

[REDACTED]

A: Health and Human Service Delivery Center has four contract staff (One in Eastern PA, One in Annville, Two in Harrisburg Capitol Complex). Public Safety Delivery Center has three contract staff (One in Elizabethtown, One in Harrisburg, One in Mechanicsburg). General Government and Employment, Banking and Revenue share three contract staff (All three are in Harrisburg Capitol Complex). Conservation and Environment Delivery Center has three filled contract staff positions (Two in Harrisburg Capitol Complex, One in Western PA, One vacant position in Eastern PA). Infrastructure and Economic Development has two contract staff (Two in Harrisburg Capitol Complex).

Answered by: Sonya Schurtz

9/22/2020 12:02 PM EDT

Subject = RFP Question [REDACTED]

Public Thread

Q: When is an award decision anticipated?

A: The award process is contingent upon the evaluation process and potential negotiation processes. As these events are conducted, outcomes will be determined as timely as possible.

Answered by: Sonya Schurtz

9/16/2020 2:21 PM EDT

Subject = RFP Question [REDACTED]

Public Thread

Q: Will the 5 full-time Lead Consultants be required to work in Harrisburg at the Delivery Centers full time for the duration of the contract? Are the support consultants/Account Manager expected to be stationed at a particular location for the duration of the contract?

A: Five (5) full-time lead consultants must be located in the Harrisburg Area, with the remaining two possibly being expected in Harrisburg up to a couple days per month. Others can vary depending on needs, but anticipate a consistent 60% of the work in the greater Harrisburg area. Expectation is for staff to be assigned full time to the contract, and be accessible as needed on-site/in support of the contract.

Answered by: Sonya Schurtz

9/16/2020 2:10 PM EDT

Subject = RFP Question [REDACTED]

Public Thread

Q: Do the 17 full-time employees need to be employed at the time of bid submittal, or is a hiring process acceptable to be submitted and followed after award?

A: The employees will need to be available full time within 30 days of Contract award.

Answered by: Sonya Schurtz

9/17/2020 12:12 PM EDT

Q: Will you still require the specific employee resumes with the submittal and, if so, must those individuals be the ones assigned to the project?

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter D. Personnel - For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education, and experience in providing consulting services in safety and health programs. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Answered by: Sonya Schurtz

9/22/2020 12:04 PM EDT

Subject = Deadline for RFP Questions [REDACTED]

Public Thread

Q: Please confirm the deadline for RFP questions as I do not see it reflected here. Thanks!

A: The deadline to submit questions regarding this RFP is Tuesday, September 29 at 4pm. You can find this information on the Summary Tab of the RFP in JAGGAER. It says "Question Submission Close Date".

Answered by: Sonya Schurtz

9/15/2020 8:27 AM EDT

I-Time Employees Status Question [REDACTED]

Public Thread

Q: Must the 17 full time employees that need to be hired to fill consultant roles as described in technical submittal (page 12, Item D) be employees from prime or can they be full time employees from subcontractors?

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter E. Subcontractors and JAGGAER Description, #6. Small Diverse Business and Veteran Business Enterprise Participation and #17. Prime Contractor Responsibilities.

Answered by: Sonya Schurtz

9/14/2020 9:15 AM EDT

Subject = Multiple Contractors for RFP

Public Thread

Q: Would the Commonwealth consider multiple contractors to partner to satisfy the requirements of this RFP or is the Commonwealth specifically looking at one contractor solely to oversee the project at this time?

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter E. Subcontractors and JAGGAER Description, #6. Small Diverse Business and Veteran Business Enterprise Participation and #17. Prime Contractor Responsibilities.

Answered by: Sonya Schurtz

9/11/2020 4:36 PM EDT

Reporting Structure for Account Manager

Public Thread

Q: The Account Manager is described in the Technical Submittal as the individual who implements and continually manages the project. Who would this individual report to in the Commonwealth and will work be assigned from a representative of the Commonwealth directly or is the Account Manager solely responsible for assigning work?

A: The Account Manager will work directly with the Commonwealth Safety Program Manager, and the Commonwealth Safety Program Manager will be responsible for the safety work assignments made to the OA and Agency Safety Professional staff. The Account Manager role is more of general oversight and administrative support role with the contract.

Answered by: Sonya Schurtz

9/11/2020 4:36 PM EDT

Subject = RFP Question

Public Thread

Q: Have the SDB reporting requirements changed at all with the inception of the new goal setting policy pilot? We would like to continue working with our SDB partner in a good faith effort. Thanks!

A: The SDB and VBE requirements have changed insofar as Offerors must meet both the SDB participation goal and the VBE participation goal in full or obtain a good faith efforts waiver from the goal(s). If an existing subcontractor is a DGS-verified SDB, the Offeror may receive credit towards meeting the SDB participation goal through committing to utilize that subcontractor. If an existing subcontractor is a DGS-verified VBE, the Offeror may receive credit towards meeting the VBE participation goal through committing to utilize that subcontractor. The selected Offeror must submit monthly Utilization Reports in the new PRiSM system. Please carefully review the SDB and VBE Participation documents found in JAGGAER - RFP Questions- Group 1.2 – Small Diverse Business and Group 1.3 Veteran Business Enterprise.

Answered by: Sonya Schurtz

9/14/2020 3:18 PM EDT

**OA Safety Program Management and Consulting Services
RFP 6100049942**

**RFP Amendment Changes
Revised 09.30.20**

Amendment# 1- RFP Changes on September 11, 2020

The following documents were added to the **Buyer Attachments** from the Pre-Proposal Conference that was conducted on Friday, September 11, 2020:

1. Pre-proposal conference presentation;
2. BDISBO presentation; and
3. Pre-proposal Conference Sign-in Sheet

Amendment# 2 – RFP Changes on September 22, 2020

The following documents were revised. The revised documents are in the **Buyer Attachments**.

1. **Technical Submittal, page 6-7, 1-2. Qualifications, Letter D. Personnel, #1 Key Personnel and #2 Other Personnel.**

Change – Moved **Apprentice Safety Staff** from **Other Personnel** to **Key Personnel**

2. **Technical Submittal, page 7, 1-2. Qualifications, Letter D. Personnel, #2 Other Personnel. Ad Hoc Safety Professionals.**

Change -Added #7 to **Ad Hoc Safety Professionals**

3. **Technical Submittal, page 12, 1-4. Tasks, Letter D. Onsite Consultants Staffing and Management.**

Reword and added – “The selected Offeror must staff at the following level at the onset of the contract- five (5) lead consultants and **11** onsite agency consultants (**up to three (3) of the onsite agency consultants could be Apprentice Safety Staff upon approval by OA**). **The Commonwealth reserves the right to modify all staffing complements during the initial term of the contract and any subsequent renewals.**”

4. **Cost Submittal, Cost Breakdown Tab.**

Change – Increased **Apprentice Safety Staff** from **2** to **3**.

Amendment# 3 – RFP Changes on September 23, 2020

Removed the current Cost Submittal – **Cost Submittal FINAL REV 09.22.20** and replaced it with **Cost Submittal FINAL REV. 09.23.20**.

**OA Safety Program Management and Consulting Services
RFP 6100049942**

**RFP Amendment Changes
Revised 09.30.20**

Amendment# 4 – RFP Changes on September 28, 2020

Removed the Cost Submittal – **Cost Submittal FINAL REV 09.23.20** and replaced it with **Cost Submittal FINAL REV. 09.28.20**.

Amendment# 5 – RFP Changes on September 30, 2020

Removed the Cost Submittal – **Cost Submittal FINAL REV 09.28.20** and replaced it with **Cost Submittal FINAL REV. 09.30.20**.

SAFETY PROGRAM MANAGEMENT AND CONSULTING SERVICES

TECHNICAL SUBMITTAL

A.

Background. The Commonwealth is seeking a contractor that will provide a safety structure with On-site OA Safety Professionals (lead consultants) supported through On-Site Agency Safety Professionals (support consultants) working full-time to manage and support the day-to-day operations of the Commonwealth's global safety programs and support the safety programs within each agency. On-site OA Safety Professionals will report to the Commonwealth Safety Program Manager. In addition, ad hoc consultants may be required for large projects, training, technical research, technical program development, hazard assessments, industrial hygiene services, or other site-specific work. Nevertheless, most of the work is expected to be done by the full-time safety professionals located onsite.

Statistics that will assist offerors to better understand the scope of the project are provided in **Appendix A – Statistics and Data** located in the **Buyer Attachments**; additional statistics and safety program information are available at <https://www.hrm.oa.pa.gov/workplace-support/Safety/Pages/default.aspx>. The selected Offeror will provide workplace safety and health program services to agencies under the Governor's jurisdiction, the legislature, and several independent Commonwealth agencies participating in the Commonwealth's workers' compensation program; agencies receiving the selected Offeror's services may change during the engagement. Employees work in all Pennsylvania's 67 counties. Therefore, services may be requested in any county.

The contract resulting from this RFP will be administered by the Governor's Office of Administration (OA), and the selected Offeror will work with OA to ensure that contract tasks are fulfilled. Services under the contract are subject to approval by OA. Through a mutually agreed upon written agreement or a "Memorandum of Understanding" other state agencies may choose to obtain services under the same rates of the awarded contract. Additionally, the selected Offeror shall work with agency executives and their central office and field office safety coordinators. To a limited extent, the selected Offeror also may work with staff from the Department of General Services related to building issues, building landlords, and safety matters under their control. Regardless of which organization is seeking services, all services are subject to approval by the OA.

Many agency safety coordinators work in human resources, while others work in facilities management organizations. Agency safety coordinators can have other responsibilities in addition to safety. All agencies have written safety programs in place, but many of the programs could be improved to increase safety awareness and effectiveness.

In addition to the regulations promulgated under the Workers' Compensation Act for health and safety, which are commonly referred to as the Accident and Illness Prevention Program (AIPP), the Commonwealth has global safety-related policies and some agencies have policies and needs for other safety programs specific to the functions of that agency. Although the Commonwealth is not subject to OSHA, it strives to reach the compliance levels established by that law and other national consensus safety standards.

B. Objectives.

- 1. General.** To obtain a safety consulting contractor to manage the day-to-day operations of the Commonwealth's Workplace Safety and Health Program ("Program") and provide ongoing comprehensive recommendations for improving the Program to prevent and reduce the frequency, severity and cost of work-related injuries and illnesses and improve the safety culture of all Commonwealth organizations. The selected Offeror also will provide occupational safety and health

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services including a full range of accident and illness prevention services to the Commonwealth of Pennsylvania agencies and their employees who are covered by the workers' compensation self-insurance program.

2. **Specific.** To secure an experienced safety consulting contractor with personnel to provide the following services in accordance with the policies of the Commonwealth and the [Pennsylvania Workers' Compensation Act of 1915, P.L. 796, No. 338](#), Article X and associated regulations, which are a requirement of workers' compensation self-insurance status:
 - a. Provide dedicated, onsite consultants and ad hoc consultants to provide specialized and customized safety services based on individual agency needs in accordance with the overall goals;
 - b. Manage the day-to-day operations of the Program services under the AIPP regulations and Commonwealth policy based on specific agency exposures;
 - c. Provide strategic direction for the Program;
 - d. Identify specific improvements that could be made to the Commonwealth's program and to programs of individual agencies;
 - e. Identify specific benchmarks, targeted safety goals and metrics for measuring progress and effectiveness in reducing injuries and the resultant costs;
 - f. Analyze workers' compensation and incident data and trends;
 - g. Provide comprehensive hazard assessments, technical research, customized program development, program implementation assistance, and training services that could occur at locations within any Pennsylvania county;
 - h. Provide technical staff and access to equipment and labs to perform a wide range of industrial hygiene services within any Pennsylvania county; and
 - i. Provide resources and programs that can be shared and maintained by Commonwealth employees.

If additional safety services are warranted, through this project, those project related services shall be mutually agreed upon by the Commonwealth and selected Offeror.

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I-1. Statement of the Project. OA is seeking a safety consulting contractor to manage the day-to-day operations of the Program and provide ongoing comprehensive recommendations for improving the Program to prevent and reduce the frequency, severity and cost of work-related injuries and illnesses and improve the safety culture of all commonwealth organizations. The services procured in this Technical Response will now be referred to as the “Project”.

Offeror Response

I-2. Qualifications.

A. Company Overview. Offeror shall describe their company’s overview in safety and health programs in the workplace.

Offeror Response

B. Prior Experience. Offeror shall describe, in its Technical Response, experience of work done by individuals who will be assigned to this Project, as well as, that of its company. Studies or projects referred to must 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.

Indicate the number of years of experience in performing occupational health and safety consulting services for clients. In addition:

1. Identify the number of current clients;
2. Identify the number of clients that have more than five (5) work locations; include the names of the companies and number of sites;
3. Identify the number of clients with more than 5,000 employees; include the names of the companies and number of employees;
4. Identify the number of clients who are governmental employers; include the name of the organization;
5. Indicate the Offeror’s experience in managing a client’s day –to- day safety program; list clients where this work was performed and approximate number of employees;
6. Indicate the Offeror’s experience in developing safety initiatives to change the culture of organizations; list clients where this work was performed and approximate number of employees;
7. Indicate the Offeror’s experience in performing industrial hygiene services. Refer to **Appendix B –Examples of Services** located in the **Buyer Attachments** for a list of services expected to be performed for the Commonwealth; list years of experience; and

SAFETY PROGRAM MANAGEMENT AND CONSULTING SERVICES

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8. Indicate the Offeror's experience in performing ad hoc services. Refer to **Appendix B – Examples of Services in the Buyer Attachments** for a list of the services expected to be performed for the Commonwealth, list years of experience.

Offeror Response

- C. **Contract Cancellations or Terminations.** Offeror shall describe and identify, in its Technical Response, any contract cancellations or terminations as well as any contracts that were not renewed by the Offeror's customer within three (3) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling, terminating, or not renewing the contract and the Offerors' position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

Offeror Response

- D. **Personnel.** Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where the personnel will be physically located during the time they are engaged in the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education, and experience in providing consulting services in safety and health programs. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

NOTE. On-site OA Safety Professionals, On-site Agency Safety Professionals, Apprentice Safety Staff and Ad Hoc Safety Professionals shall hereinafter refer to collectively in this document as "Consultants."

1. **Key Personnel** Key personnel shall be identified as the primary contacts for each of the business areas identified in this RFP. At a minimum, Offeror shall designate, as part of its staffing plan, the following Key Personnel:
 - a. **Account Manager.** The selected Offeror shall identify the individual who will serve as the Account Manager for the implementation and continued management of the project. Indicate the percentage of time the individual will be dedicated to this project throughout the life of the project.

Offeror Response

- b. **On-site OA Safety Professionals (lead consultants).** The selected Offeror shall identify On-Site OA Safety Professionals that will provide services pursuant to the resulting contract. It is also recommended that On-Site OA Safety Professionals have differing specialties beyond general safety such as industrial hygiene, data reporting and analysis, training development, etc. Not every On-Site OA Safety Professional must specialize in everything, rather the expectation is that On-Site OA Safety Professionals will individually have various specialties so that together they form a well-rounded team. The On-site OA Safety Professionals shall:

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1. Have a bachelor's degree and five (5) years of experience in a safety related field;
2. Be available to the Commonwealth Monday through Friday during the normal business hours of 8am to 5pm EST;
3. Support the work of the Commonwealth Safety Manager and the On-Site Agency Safety Professionals;
4. Perform program development work and periodically assess compliance of programs in agencies through formal program reviews, monitoring metrics, and performing other similar global responsibilities
5. Effectively develop and manage multiple initiatives to ensure compliance, reduce injuries, and continually improve safety efforts to ultimately reduce costs;
6. Effectively lead teams and coach team members as needed;
7. Technical research skills;
8. Strong assessment, verbal and written communications skills
9. Effectively lead training or educational sessions;
10. Plan and organize initiatives to meet predetermined target dates and deadlines;
11. Develop and write safety programs; and
12. Analyze injury data and produce meaningful reports and recommendations.

Offeror Response

- c. **On-site Agency Safety Professionals (support consultants).** The selected Offeror shall identify the On-site Agency Safety Professionals that will provide services pursuant to the resulting contract. The On-site Agency Safety Professionals shall:
 1. Have a bachelor's degree and two (2) years of experience in a safety related field or 10 years of experience in a safety related field without a Bachelor's degree.
 2. Be available to the Commonwealth Monday through Friday during the normal business hours of 8am to 5pm EST;

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3. Work on-site with agency Safety Coordinators to support or manage the day-to-day safety programs within specific agencies.
4. Transfer safety knowledge to safety coordinators and employees;
5. Effectively lead training or educational sessions;
6. Plan and organize multiple initiatives simultaneously to stay on target;
7. Develop and write safety programs;
8. Perform technical research; and
9. Analyze injury data and produce meaningful reports and recommendations.

Tasks that will be performed by these individuals include, but would not be limited to, the following:

1. Establishing goals and objectives;
2. Identifying initiatives to control losses;
3. Providing training;
4. Researching technical safety issues;
5. Working with safety committees;
6. Compiling and analyzing safety data for trends; and
7. Performing other activities that will assist in keeping employees engaged in safety initiatives.

Offeror Response

- d. **Apprentice Safety Staff.** The Commonwealth recognizes that the selected Offeror may wish to employ Apprentice Safety Staff. Nevertheless, OA must approve (or disapprove) apprentice safety staff after reviewing their education, experience, knowledge skills and abilities and the proposed role they would fill. Provide examples of tasks that apprentice safety staff could perform. Explain how the work of an apprentice safety professional would be reviewed and how they would be supervised.

Offeror Response

2. **Other Personnel.** Individuals, other than key personnel listed above, that will provide additional services related to this project including, but not limited to:

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- a. **Ad Hoc Safety Professionals.** The Commonwealth recognizes that the selected Offeror may wish to employ Ad Hoc Safety Professionals. The Ad Hoc Safety Professionals shall, but not be limited, to the following:
1. Bachelor's Degree; and
 2. Five (5) years of experience in a safety related field.
 3. Technical research skills;
 4. Presentation skills to be able to deliver training to employees or train the trainers, keeping in mind that training may be very technical and specific to the needs of a particular job function or may be general in nature;
 5. Technical skills to evaluate hazards located in any work location in any area of the Commonwealth and make determinations about the programs and education that should be put in place to address the hazard;
 6. Technical skills to be able to address any of the protocols identified in the AIPP to include but not be limited by the services listed in **Appendix B – Examples of Services** located in the **Buyers Attachments** and develop technical safety programs to address hazards; and
 7. While the above listing of experience and skills will typically be the expectation, depending on the nature of the ad hoc service required, and contingent on approval by the Commonwealth, exceptions will be considered on a case by case basis to the experience and training requirements for Ad Hoc staff.

Offeror shall acknowledge acceptance of this criteria.

Offeror Response

3. **Key Personnel Vacancies:** The selected Offeror must fill any key position vacancies within four (4) weeks of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth has final approval on all appointed or hired key personnel. Offeror shall acknowledge acceptance of this criteria.

Offeror Response

4. **Removal of Personnel:** The Commonwealth retains the right to order the removal of any selected Offeror and/or subcontractor personnel from this project, or from performing any service under this contract. The Commonwealth will not be responsible for any cost incurred by the selected Offeror and/or its subcontractors in replacing personnel if good cause exists. Offeror shall acknowledge acceptance of this criteria.

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Offeror Response

E. Subcontractors: Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- a. Name of subcontractor;
- b. Primary contact name and email;
- c. Address of subcontractor;
- d. Description of services to be performed;
- e. Number of employees by job category assigned to this project; and
- f. Resumes (if appropriate and available).

Offeror Response

I-3. Requirements. Offerors shall meet all requirements to be responsive to this RFP.

A. General.

1. **Pennsylvania Workers' Compensation Law.** All provisions of the [Pennsylvania Workers' Compensation Act of 1915, P.L. 736, No. 338 and the regulations promulgated under that law](#) that pertain to safety and health, as well as all other applicable laws and regulations must be followed; and
2. **Commonwealth Travel Policy.** The selected Offeror shall adhere to Commonwealth's Travel Policy [Management Directive 230.10, Commonwealth Travel Policy](#) and [Manual 230.1, Commonwealth Travel Procedures Manual](#).

B. Specific.

1. **Health and Safety Regulations.** Under the Health and Safety Regulations of the Pennsylvania Workers' Compensation Act, all onsite OA Safety Professionals and Agency Safety Professionals must be qualified as an accident and illness prevention service provider through possession of one current, PA Department of Labor & Industry Bureau of Workers' Compensation recognized credential and two (2) years of acceptable safety experience as defined under the Act (Note: In Service Provider Designation is not acceptable credential for these staff members).

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Selected Offeror shall provide a copy of their most current and valid recognized credentials.

Offeror Response

- 2. Health Insurance Portability and Accountability Act (HIPAA) Regulations.** The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).

The selected Offeror will be responsible for assessing its obligations pursuant to HIPAA and will include such assessment in its technical proposal. The selected Offeror will be required to execute the Business Associates Agreement contained in **Appendix C – OA Business Associates Agreement** located in the Buyer Attachments.

- 3. Commitment to Meet Established Timeframes.** The selected Offeror shall adhere to timeframes. In the event that the selected Offeror's failure to meet such timeframes exceeds six (6) times per fiscal year on an aggregate Commonwealth basis, the Commonwealth will consider termination of the contract unless the due dates are modified by mutual agreement before the applicable timeframes expire. At the Commonwealth's sole discretion, the delay may be dismissed as immaterial and not counted against the six occasions.
- 4. Changes to Legislation or Collective Bargaining Agreements.** If there are changes to legislation, regulations, or collective bargaining agreements that require modifications to the tasks of the procurement it may be necessary to amend the contract after reaching mutual agreement on the impact of those changes.
- 5. Staff Clearances.** The selected Offeror shall obtain and maintain up to date clearances throughout the term of the Contract including any subsequent renewals or extensions. The selected Offeror shall provide all clearances to OA prior to an individual providing services under the contract or having access to Commonwealth facilities. In addition to complying with the Background Checks Provision in the Standard Terms and Conditions, the selected Offeror shall provide the following:
 - 1. Child Abuse Clearance.** The selected Offeror shall, at its expense, provide child abuse clearances - www.compass.state.pa.us/cwis/public/home, per individual, to OA; and
 - 2. Federal Bureau of Investigation (FBI) Clearance.** If any staff that performs work related to this RFP has not been a Pennsylvania resident for the previous two (2) years, the selected Offeror must obtain a Federal Criminal History Record from the Federal Bureau of Investigation. The selected Offeror shall, at its expense, provide a criminal record history report - www.identogo.com, per individual, to OA.
- 6. Disaster Recovery (DR) Information Technology.** The selected Offeror must employ DR procedures to assist in preventing interruption in the use of the solution. Offeror shall

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describe its disaster recovery plans for maintaining operations during disasters. The Offeror's DR Plan(s) shall include, but is not limited to, the following requirements:

1. Detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures;
2. Frequency of testing of its DR plans; and
3. Support compliance with the required system availability.

Offeror Response

7. Emergency Preparedness. To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.

1. Describe how you anticipate such a crisis will impact your operations.
2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b. Identification of essential business functions and key employees (within your organization) necessary to carry them out
 - c. Contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

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Offeror Response

I-4. Tasks. Describe in narrative form your technical plan for accomplishing the work described in this RFP using the task descriptions below as your reference points.

A. Implementation. The selected Offeror shall provide, in their Technical Response, a timeline on how they will meet the following:

1. **Transition.** There will be 30-day transition where the selected Offeror will need to learn more about the programs in place, standards for delivering services, what is in process but not completed, and other similar transition activities. Services may not occur until Offeror receives a “Notice to Proceed”. Describe what activities or meetings will be used by the Offeror to transition into this contract. Explain what may be required of the incumbent consultants or Commonwealth personnel to ensure a smooth transition. Note, this task does not apply if the selected Offeror is the incumbent.

Offeror Response

2. **Implementation Plan.** Propose a plan to review the safety programs in place in all agencies that experience more than ten (10) injuries per year to identify gaps that should be addressed to reduce both the most frequent and costly injuries. Plan evaluations will be used by the selected Offeror to make recommendations to the Commonwealth to address program gaps and improve the safety culture in the Commonwealth. The start date of the plan evaluations may not occur until Offeror receives a “Notice to Proceed”. The selected Offeror may not implement recommendations until they are approved by the OA. Provide the start date and recommendations for accomplishing this review.
 - a. As a team, On-site OA Safety Professionals should work with the Commonwealth Safety Program Manager to identify Commonwealth goals and objectives that should be set for the first six (6) months, the first year, and subsequent years of the engagement with identified benchmarks and recommended measurements or indicators to be used to achieve those goals; and
 - b. Explain the approach that will be taken by On-site OA Safety Professionals to identify gaps in their assigned agencies’ safety programs.

Offeror Response

B. Day-to-Day Safety Program Management. The goal of the Commonwealth is to continually improve safety programs by developing new initiatives, programs and training. Nevertheless, there are day-to-day management activities that occur which include, but are not limited to, incident investigations, hazard analysis, safety committee management and general consultation services. The selected Offeror shall, in its Technical Response:

1. Identify any similar engagements where consultants assisted organizations in the day-to-day management of such programs;

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2. Identify the successes and opportunities for improvement that were noted during such engagements; and
3. Thoroughly explain how this work will be coordinated as a team with appropriate Commonwealth personnel.

Offeror Response

C. Safety Program Recommendations. The Commonwealth's safety program could be improved, and some gaps will be identified as part of the plan evaluations. The selected Offeror shall describe, in their Technical Response the following:

1. How recommendations for large scale changes to programs will be evaluated before they are recommended;
2. Initiatives that could be deployed to engage top level management, safety committees, and managers and supervisors to create accountability and ensure adoption of safety practices by all employees. Recommend strategies that will be used to engage and educate agency leaders about their roles to ensure top down support for safety; and
3. How the On-site OA Safety Professionals and the On-site Agency Safety Professionals will engage with the Commonwealth Safety Program Manager to ensure agreement and consistency with recommended strategies and implementation plans.

Offeror Response

D. On-Site Consultant Staffing and Management. The Offeror will be responsible for staffing this contract and managing the performance of all consultants. The number of full-time consultants may change throughout the term of the contract; however, at no time will the number of full-time consultants be less than 12. The selected Offeror must staff at the following level at the onset of the contract- five (5) lead consultants and 11 onsite agency consultants (up to three (3) of the onsite agency consultants could be Apprentice Safety Staff upon approval by OA). The Commonwealth reserves the right to modify all staffing complements during the initial term of the contract and any subsequent renewals. Before a consultant may begin to provide services under the Contract, the consultant recommended by the selected Offeror must be approved by OA. In addition:

1. The On-Site OA Safety Professionals shall be in place, upon the issuance of the "Notice to Proceed." On-site OA Safety Professionals will be assigned to oversee activity in one of six (6) OA Agency Delivery Centers, with one of these professionals being responsible for two (2) OA Agency Delivery Centers (like centers with primarily office settings). On-site Agency Safety Professionals will be slotted into existing agency roles where On-Site Agency Safety Professionals are currently assigned;
2. The Commonwealth Safety Program Manager, Employee Absences and Safety, will be responsible for overseeing the work of the contracted staff and for general management of issues. Identify the relationship that the Safety Program Manager will have with the selected Offeror's principal management staff and how frequently communications with management will occur;

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3. The Offeror shall explain how complaints about consultants or their work shall be investigated, tracked and addressed. After receiving complaints or identifying performance concerns, OA may require removal of that consultant from the account. Explain what training and additional oversight is provided to a consultant when performance issues are identified;
4. The Offeror shall propose a process to be used to bring concerns to OA if the safety coordinator or agency executive disagrees with a safety consultant on a proposed approach; and
5. In the event a filled assignment becomes vacant and OA approves backfilling the position, the Offeror shall propose an interim plan that could be put in place before a replacement is identified to continue the work within the agency or OA.

The Offeror shall describe how they accomplish the On-Site Consultant Staffing and Management in their Technical Response.

Offeror Response

E. Ad Hoc Safety Services. The personnel identified may be supplemented by ad hoc safety professionals who are able to develop technical and awareness level programs, create training curriculums, and perform hazard assessments; refer to **Appendix B – Examples of Services** located in the **Buyer Attachments** provides a list of services that may be requested. The list is not exhaustive. Office space and resources will not be provided; however, training rooms will be provided when training is conducted. Travel to specific work locations in any area of the Commonwealth will be required.

1. The selected Offeror must have enough technical personnel to perform onsite surveys, evaluate hazards located in all work locations across the Commonwealth and make determinations about the programs and education that should be put in place to address the hazard. Describe prior experience in performing this work;
2. List some of the technical programs and related training programs that have been developed for other clients; and
3. Provide recommendations for minimizing travel expenses.

The selected Offeror shall describe how they accomplish Ad Hoc Safety Services in their Technical Response.

Offeror Response

F. Industrial Hygiene Services. Consultants performing these services shall have or be able to procure all necessary tools, equipment, resources, and labs to perform testing at any work location, in any county, within the Commonwealth within two (2) business days and results provided within five (5) business days of the test; refer to **Appendix B – Examples of Services** located in the **Buyer Attachments** provides a list of services that may be requested. In some

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cases, the consultant may be required to review, interpret, and explain results of tests performed by other firms.

1. Describe the selected Offeror's capability to do the work by providing examples of this type of work that have routinely been performed for other clients. Although there is no requirement for the consultant performing sampling or exposure monitoring to be a Certified Industrial Hygienist, the work must be reviewed for quality assurance by a consultant maintaining the certification. In addition, applicable certifications or licenses would apply for work in specific areas such as with asbestos and lead. State whether consultants have applicable certifications to do this work;

Offeror Response

2. Reports must be produced to document findings and recommendations. Meetings with management, employees, landlords, and union officials may be required to explain the results and to show evidence of industry standards for normal exposures. Identify experience in preparing reports of findings and in conducting such meetings;

Offeror Response

3. Development of the scope of work or the provision of quality assurance for remediation efforts may also be requested. Provide examples of similar services provided for other clients;

Offeror Response

4. Explain methods used for ensuring that all testing equipment is in good working order and calibrated; and

Offeror Response

5. Provide recommendations for minimizing travel expenses.

Offeror Response

G. Environmental Consulting Services. This procurement will cover occupational safety and health. However, on occasion, issues arise that cross into environmental safety. These types of services are requested infrequently. Describe the expertise that could be provided to the Commonwealth for assessments, research, and advice on these issues.

Offeror Response

H. Approval Process. While most of the work should be done by the full-time safety personnel, safety coordinators, OA or an agency may request ad hoc, industrial hygiene or environmental safety services based on needs they identify or based on recommendations of an on-site safety professional. This could include services when several work projects are occurring at one time or when a specific level of expertise is needed. A plan for completing any services beyond the day-to-day program management activities shall be developed prior to seeking approval. Services are

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expected to be completed within timeframes agreed upon in the plan. In certain cases, for emergency requests or requests that relate to other projects and that have specific deadlines, OA will dictate the timeframes and expect the consultant to meet such timeframes. Tasks not completed on time will be monitored.

1. For projects that will take less than one (1) calendar month to complete, the OA safety professional, on-site safety professional or ad hoc personnel will be required to document any steps or tasks to be completed and the completion date in an e-mail to the safety coordinator, agency executive or OA (as appropriate) within one week from the request or when the activity is recommended by the safety professional for non-requested items. Explain the process that will be used to obtain approval before work begins;

Offeror Response

2. For projects that will take longer than one (1) month to complete, consultants shall produce project plans for the work that will be performed. Such plans shall be approved by the appropriate Commonwealth employee. Project plans shall include at least a description of the task, who will complete the task, the anticipated end date for the task, the identity of any Commonwealth employees needed to complete the task, and the involvement needed from Commonwealth employees to complete the task. Explain the processes that will be used to properly plan and meet all deliverables;

Offeror Response

3. Explain what consultant supervisory review will occur before a plan is submitted to the safety coordinator, agency official or OA;

Offeror Response

4. Requests for industrial hygiene services must be addressed within five (5) business days with emergency requests addressed within 48 hours. Provide the typical response time that is provided to other clients; and

Offeror Response

5. The use of any ad hoc personnel, industrial hygiene professionals and work for environmental issues must be approved by the agency making the request and OA. OA or its designee will approve or disapprove the services typically within five (5) days or less. Identify best practices for securing approvals in advance of the work being performed.

Offeror Response

- I. **Communications.** It is important that regular communication occurs at all levels of the selected Offeror's organization as well as with those involved from the Commonwealth. The selected Offeror shall:

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1. Participate in in-person meetings with OA that include the Account Manager at least monthly during the first six (6) months and quarterly thereafter. Please describe how you will work with OA in developing the agenda for the meetings;

Offeror Response

2. Ensure customer service is at its highest level, communications from the safety coordinator, agency executives, and OA are expected to be responded to within two (2) business days. Explain how this shall be ensured;

Offeror Response

3. Proactively inform OA when problems or issues are identified. Explain the types of issues that will be brought to the attention of OA, the method of notifying OA (e-mail, phone, letter, log), and the frequency for such notification;

Offeror Response

4. Keep the safety coordinator involved in the plan for safety improvements. Explain how safety coordinators will be kept informed of the work performed for the agency;

Offeror Response

5. Identify the role of the consultants in assisting the safety coordinators in the identification and development of annual goals and objectives.

Offeror Response

J. Data Management. All data and information shall be maintained in a secure fashion. All data and work products are and shall be the property of OA. The selected Offeror shall provide all services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks. The selected Offeror shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on the selected Offeror's controlled or owned electronic device. The selected Offeror shall:

1. Ensure confidentiality and privacy of individual employee data. Describe policies, procedures, and methods used to prevent, identify, and act upon breaches of confidentiality or privacy;

Offeror Response

2. Identify any data systems that would be used to create measures or metrics, understanding that full cooperation from the Commonwealth Safety Program Manager is expected to provide all needed data fields. If no additional systems are recommended, explain the approach for obtaining the needed data;

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Offeror Response

3. Not provide data from this Project to anyone, including a subcontractor, without the permission from OA. All data is the sole property of the Commonwealth; and

Offeror Response

4. Promptly notify the Commonwealth of, and be liable for, any data breach; such liability shall include both the activities and costs, including consequential and incidental damages, associated with a data breach under HIPAA, state law, or any other applicable law, including the costs associated with notification, mitigation, and credit monitoring.

Offeror Response

I-5. Training. The selected Offeror is expected to keep OA and safety coordinators up to date on broad safety changes that could affect Commonwealth employees as well as general educational training about specific safety protocols or procedures for required elements of the AIPP. In addition, the selected Offeror shall choose to provide initial training to safety coordinators as part of its transition plan.

1. Recommend training or general education to be provided to agency safety coordinators and OA personnel at the beginning of the contract and throughout the contract; do not include training for the general employee population. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, and number and frequency of sessions.
2. The selected Offeror will be asked to develop some electronic training courses to be provided through the Commonwealth's on-line training system for all employees.

Selected Offeror shall describe how they will accomplish training needs in their Technical Response.

Offeror Response

I-6. Reports and Project Control.

A. Reports.

1. **Standard Management Reports.** To monitor the Project, the selected Offeror must provide standard management reports at regular intervals to monitor activities performed by the consultants. The selected offeror must also assist with workers' compensation statistics, and goals and objectives. Generally, any requested report is due within two days of the end of the reporting period. Any reports provided to OA must be summary in nature and also have agency specific details. Reports shall be available in a Microsoft Word format, readable/writable PDF format or Microsoft Excel format, as requested. Also, please identify measurements that have been effective in monitoring progress of safety initiatives in other organizations you have provide safety services for.

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2. **Activities.** Consultant activities are reported at the end of each week to the assigned agency safety coordinator, OA safety team, and OA Safety Program Manager
3. **Notification Reports.** The selected Offeror must provide notification reports when staff or subcontractors change, when there are staff performance concerns, and when major safety issues arise within an agency or organization. These may not necessarily be reports provided at regular intervals. Notifications may be made via e-mail to OA within two (2) business days or by a weekly log.
4. **Administrative Fee Reports.** Along with bills for the selected Offeror's administrative fees, reports showing the details of services and expenses must be provided to receive payment. All reports and bills shall be submitted directly to OA. Reports shall be available in either a readable/writable PDF format or Microsoft Excel format.

Offeror shall provide samples of the above reports with their Technical Response.

Offeror Response

B. Project Control.

1. **Bureau of Workers' Compensation Self-Insurance Requirements.** The selected Offeror must provide to the OA all data to file and maintain the Commonwealth's workers' compensation self-insurance AIPP report in the format requested by the Bureau of Workers' Compensation, including but not limited to the annual self-insurance renewal application which includes AIPP information for each agency. Offeror shall explain previous experience in producing such self-insurance information.

Offeror Response

2. **Meetings.** The selected Offeror, or as appropriate its **subcontractors**, shall be available for in person meetings or classroom training when requested. The content, meeting location and date will be discussed and mutually agreed upon by OA and the selected Offeror.

The Offeror shall acknowledge its understanding of the scheduling of meetings and classroom training.

Offeror Response

- I-7. Quality Control Plan.** The Offeror shall have a quality control plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. Offeror shall provide their quality control plan in this Technical Response.

Offeror Response

- I-8. Contract Turnover.** All data and information generated as a result of the Contract shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and/or

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its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in their entirety upon termination or expiration of the Contract. These data files shall be provided by the selected Offeror in a format that is accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall be responsible for all costs related to the conversion, if needed, and the transfer of data.

The Selected Offeror shall provide the Turnover Plan 60 days prior to the end of the Contract. The final Turnover Plan shall be subject to the review and written approval of the Commonwealth.

The Offeror shall provide a sample Turnover Plan, in this Technical Response, and describe their experience in contract turnovers.

Offeror Response

- I-9. Value Added Services.** The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at OA's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness or savings from management services.

Offeror Response

- I-10. Objections and Additions to Standard Contract Terms and Conditions.** The Offeror will identify which, if any, of the terms and conditions contained in the **Buyer Attachments** section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, based on the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the **Terms and Conditions** contained in the **Buyer Attachment** section or to other provisions of the RFP.

Offeror Response

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V.1 CONTRACT-001.1a Contract Terms and Conditions (Nov 30 2006)

The Contract with the selected offeror (who shall become the "Contractor") shall include the following terms and conditions:

V.2 CONTRACT-002.1d Term of Contract – Contract (May 2012)

The initial term of the Contract shall be 03 year(s) and 00 month(s).

The term of the Contract shall commence on the Effective Date (as defined below) and shall end on the Expiration Date identified in the Contract, subject to the other provisions of the Contract.

The Effective Date shall be: a) the Effective Date printed on the Contract after the Contract has been fully executed by the Contractor and the Commonwealth (signed and approved as required by Commonwealth contracting procedures) or b) the "Valid from" date printed on the Contract, whichever is later.

V.3 CONTRACT-002.2d Renewal of Contract Term; Adjusted Prices - Fixed Percentage (Oct 2013)

The Contract may be renewed for a maximum of 2 additional 1 year term(s), so long as Commonwealth provides written notice to Contractor of its intention to extend the Contract by letter prior to the expiration of the term of the agreement, or any extension thereof. The Commonwealth may exercise the renewal as individual year or multiple year term(s). Any renewal will be under the same terms, covenants and conditions, provided, however, that the rates under the contract may be increased up to 3.00 % during each renewal term. No further document is required to be executed to renew the term of the contract.

V.4 CONTRACT-002.3 Extension of Contract Term (Nov 30 2006)

The Commonwealth reserves the right, upon notice to the Contractor, to extend any single term of the Contract for up to three (3) months upon the same terms and conditions.

V.5 CONTRACT-003.1b Signatures – Contract (July 2015)

The Contract shall not be a legally binding contract until the fully-executed Contract has been sent to the Contractor. No Commonwealth employee has the authority to verbally direct the commencement of any work or delivery of any supply under this Contract prior to the Effective Date. The Contractor hereby waives any claim or cause of action for any service or work performed prior to the Effective Date.

The Contract may be signed in counterparts. The Contractor shall sign the Contract and return it to the Commonwealth. After the Contract is signed by the Contractor and returned to the Commonwealth, it will be processed for Commonwealth signatures and approvals. When the Contract has been signed and approved by the Commonwealth as required by Commonwealth contracting procedures, the Commonwealth shall create a Contract output form which shall: 1) clearly indicate "Fully executed" at the top of the form; 2) include a printed Effective Date and 3) include the printed name of the Purchasing Agent indicating that the document has been electronically signed and approved by the Commonwealth. Until the Contractor receives the Contract output form with this information on the Contract output form, there is no legally binding contract between the parties.

The fully-executed Contract may be sent to the Contractor electronically or through facsimile equipment. The electronic transmission of the Contract shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Contract shall constitute receipt of the fully-executed Contract.

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The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Contract legally binding, notwithstanding contrary requirements in any law. The parties hereby agree not to contest the validity or enforceability of a genuine Contract or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any genuine Contract or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of a genuine Contract or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Contract or acknowledgement were not in writing or signed by the parties. A Contract or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary.

V.6 CONTRACT-004.1a Definitions (Oct 2013)

As used in this Contract, these words shall have the following meanings:

- a. **Agency**: The department, board, commission or other agency of the Commonwealth of Pennsylvania listed as the Purchasing Agency. If a COSTARS entity or external procurement activity has issued an order against this contract, that entity shall also be identified as "Agency".
- b. **Contracting Officer**: The person authorized to administer this Contract for the Commonwealth and to make written determinations with respect to the Contract.
- c. **Days**: Unless specifically indicated otherwise, days mean calendar days.
- d. **Developed Works or Developed Materials**: All documents, sketches, drawings, designs, works, papers, files, reports, computer programs, computer documentation, data, records, software, samples or any other tangible material without limitation authored or prepared by Contractor as the work product covered in the scope of work for the Project.
- e. **Documentation**: All materials required to support and convey information about the services required by this Contract. It includes, but is not necessarily restricted to, written reports and analyses, diagrams, maps, logical and physical designs, system designs, computer programs, flow charts, disks, and/or other machine-readable storage media.
- f. **Services**: All Contractor activity necessary to satisfy the Contract.

V.7 CONTRACT-005.1b Agency Purchase Orders (July 2015)

The Agency may issue Purchase Orders against the Contract. These orders constitute the Contractor's authority to make delivery. All Purchase Orders received by the Contractor up to and including the expiration date of the

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Contract are acceptable and must be performed in accordance with the Contract. Each Purchase Order will be deemed to incorporate the terms and conditions set forth in the Contract.

Purchase Orders may be electronically signed by the Agency. The electronically printed name of the purchaser represents the signature of that individual who has the authority, on behalf of the Commonwealth, to authorize the Contractor to proceed.

Purchase Orders may be issued electronically or through facsimile equipment. The electronic transmission of a purchase order shall require acknowledgement of receipt of the transmission by the Contractor. Receipt of the electronic or facsimile transmission of the Purchase Order shall constitute receipt of an order. Orders received by the Contractor after 4:00 p.m. will be considered received the following business day.

The Commonwealth and the Contractor specifically agree as follows:

- a. No handwritten signature shall be required in order for the Contract or Purchase Order to be legally enforceable.
- b. The parties agree that no writing shall be required in order to make the Purchase Order legally binding. The parties hereby agree not to contest the validity or enforceability of a Purchase Order or acknowledgement issued electronically under the provisions of a statute of frauds or any other applicable law relating to whether certain agreements be in writing and signed by the party bound thereby. Any Purchase Order or acknowledgement issued electronically, if introduced as evidence on paper in any judicial, arbitration, mediation, or administrative proceedings, will be admissible as between the parties to the same extent and under the same conditions as other business records originated and maintained in documentary form. Neither party shall contest the admissibility of copies of Purchase Orders or acknowledgements under either the business records exception to the hearsay rule or the best evidence rule on the basis that the Purchase Order or acknowledgement were not in writing or signed by the parties. A Purchase Order or acknowledgment shall be deemed to be genuine for all purposes if it is transmitted to the location designated for such documents.
- c. Each party will immediately take steps to verify any document that appears to be obviously garbled in transmission or improperly formatted to include re-transmission of any such document if necessary. Purchase Orders under ten thousand dollars (\$10,000) in total amount may also be made in person or by telephone using a Commonwealth Purchasing Card. When an order is placed by telephone, the Commonwealth agency shall provide the agency name, employee name, credit card number, and expiration date of the card. Contractors agree to accept payment through the use of the Commonwealth Purchasing Card.

V.8 CONTRACT-006.1 Independent Prime Contractor (Oct 2006)

In performing its obligations under the Contract, the Contractor will act as an independent contractor and not as an employee or agent of the Commonwealth. The Contractor will be responsible for all services in this Contract whether or not Contractor provides them directly. Further, the Contractor is the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

V.9 CONTRACT-007.01b Delivery of Services (Nov 30 2006)

The Contractor shall proceed with all due diligence in the performance of the services with qualified personnel, in accordance with the completion criteria set forth in the Contract.

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V.10 CONTRACT-007.02 Estimated Quantities (Nov 30 2006)

It shall be understood and agreed that any quantities listed in the Contract are estimated only and may be increased or decreased in accordance with the actual requirements of the Commonwealth and that the Commonwealth in accepting any bid or portion thereof, contracts only and agrees to purchase only the materials and services in such quantities as represent the actual requirements of the Commonwealth. The Commonwealth reserves the right to purchase materials and services covered under the Contract through a separate competitive procurement procedure, whenever Commonwealth deems it to be in its best interest.

V.11 CONTRACT-008.1a Warranty (Oct 2006)

The Contractor warrants that all items furnished and all services performed by the Contractor, its agents and subcontractors shall be free and clear of any defects in workmanship or materials. Unless otherwise stated in the Contract, all items are warranted for a period of one year following delivery by the Contractor and acceptance by the Commonwealth. The Contractor shall repair, replace or otherwise correct any problem with the delivered item. When an item is replaced, it shall be replaced with an item of equivalent or superior quality without any additional cost to the Commonwealth.

V.12 CONTRACT-009.1c Patent, Copyright, and Trademark Indemnity (Oct 2013)

The Contractor warrants that it is the sole owner or author of, or has entered into a suitable legal agreement concerning either: a) the design of any product or process provided or used in the performance of the Contract which is covered by a patent, copyright, or trademark registration or other right duly authorized by state or federal law or b) any copyrighted matter in any report, document or other material provided to the Commonwealth under the contract.

The Contractor shall defend any suit or proceeding brought against the Commonwealth on account of any alleged patent, copyright or trademark infringement in the United States of any of the products provided or used in the performance of the Contract.

This is upon condition that the Commonwealth shall provide prompt notification in writing of such suit or proceeding; full right, authorization and opportunity to conduct the defense thereof; and full information and all reasonable cooperation for the defense of same.

As principles of governmental or public law are involved, the Commonwealth may participate in or choose to conduct, in its sole discretion, the defense of any such action.

If information and assistance are furnished by the Commonwealth at the Contractor's written request, it shall be at the Contractor's expense, but the responsibility for such expense shall be only that within the Contractor's written authorization.

The Contractor shall indemnify and hold the Commonwealth harmless from all damages, costs, and expenses, including attorney's fees that the Contractor or the Commonwealth may pay or incur by reason of any infringement or violation of the rights occurring to any holder of copyright, trademark, or patent interests and rights in any products provided or used in the performance of the Contract.

If any of the products provided by the Contractor in such suit or proceeding are held to constitute infringement and the use is enjoined, the Contractor shall, at its own expense and at its option, either procure the right to continue use of such infringement products, replace them with non-infringement equal performance products or modify them so that they are no longer infringing.

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If the Contractor is unable to do any of the preceding, the Contractor agrees to remove all the equipment or software which are obtained contemporaneously with the infringing product, or, at the option of the Commonwealth, only those items of equipment or software which are held to be infringing, and to pay the Commonwealth: 1) any amounts paid by the Commonwealth towards the purchase of the product, less straight line depreciation; 2) any license fee paid by the Commonwealth for the use of any software, less an amount for the period of usage; and 3) the pro rata portion of any maintenance fee representing the time remaining in any period of maintenance paid for. The obligations of the Contractor under this paragraph continue without time limit. No costs or expenses shall be incurred for the account of the Contractor without its written consent.

V.13 CONTRACT-009.1d Ownership Rights (Oct 2006)

The Commonwealth shall have unrestricted authority to reproduce, distribute, and use any submitted report, data, or material, and any software or modifications and any associated documentation that is designed or developed and delivered to the Commonwealth as part of the performance of the Contract.

V.14 CONTRACT-010.1a Acceptance (Oct 2006)

No item(s) received by the Commonwealth shall be deemed accepted until the Commonwealth has had a reasonable opportunity to inspect the item(s). Any item(s) which is discovered to be defective or fails to conform to the specifications may be rejected upon initial inspection or at any later time if the defects contained in the item(s) or the noncompliance with the specifications were not reasonably ascertainable upon the initial inspection. It shall thereupon become the duty of the Contractor to remove rejected item(s) from the premises without expense to the Commonwealth within fifteen (15) days after notification. Rejected item(s) left longer than fifteen (15) days will be regarded as abandoned, and the Commonwealth shall have the right to dispose of them as its own property and shall retain that portion of the proceeds of any sale which represents the Commonwealth's costs and expenses in regard to the storage and sale of the item(s). Upon notice of rejection, the Contractor shall immediately replace all such rejected item(s) with others conforming to the specifications and which are not defective. If the Contractor fails, neglects or refuses to do so, the Commonwealth shall then have the right to procure a corresponding quantity of such item(s), and deduct from any monies due or that may thereafter become due to the Contractor, the difference between the price stated in the Contract and the cost thereof to the Commonwealth.

V.15 CONTRACT-011.1a Compliance With Law (Oct 2006)

The Contractor shall comply with all applicable federal and state laws and regulations and local ordinances in the performance of the Contract.

V.16 CONTRACT-013.1 Environmental Provisions (Oct 2006)

In the performance of the Contract, the Contractor shall minimize pollution and shall strictly comply with all applicable environmental laws and regulations, including, but not limited to: the Clean Streams Law Act of June 22, 1937 (P.L. 1987, No. 394), as amended 35 P.S. Section 691.601 et seq.; the Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. Section 6018.101 et seq.; and the Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended, 32 P.S. Section 693.1.

V.17 CONTRACT-014.1 Post-Consumer Recycled Content (June 2016)

Except as specifically waived by the Department of General Services in writing, any products which are provided to the Commonwealth as a part of the performance of the Contract must meet the minimum percentage levels for total recycled content as specified by the Environmental Protection Agency in its Comprehensive

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Procurement Guidelines, which can be found at <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

V.18 CONTRACT-014.3 Recycled Content Enforcement (Feb 2009)

The Contractor may be required, after delivery of the Contract item(s), to provide the Commonwealth with documentary evidence that the item(s) was in fact produced with the required minimum percentage of post-consumer and recovered material content.

V.19 CONTRACT-015.1A Compensation/Expenses (May 2008)

The Contractor shall be required to perform the specified services at the price(s) quoted in the Contract. All services shall be performed within the time period(s) specified in the Contract. The Contractor shall be compensated only for work performed to the satisfaction of the Commonwealth. The Contractor shall not be allowed or paid travel or per diem expenses except as specifically set forth in the Contract.

V.20 CONTRACT-015.2 Billing Requirements (February 2012)

Unless the Contractor has been authorized by the Commonwealth for Evaluated Receipt Settlement or Vendor Self-Invoicing , the Contractor shall include in all of its invoices the following minimum information:

- Vendor name and "Remit to" address, including SAP Vendor number;
- Bank routing information, if ACH;
- SAP Purchase Order number;
- Delivery Address, including name of Commonwealth agency;
- Description of the supplies/services delivered in accordance with SAP Purchase Order (include purchase order line number if possible);
- Quantity provided;
- Unit price;
- Price extension;
- Total price; and
- Delivery date of supplies or services.

If an invoice does not contain the minimum information set forth in this paragraph, the Commonwealth may return the invoice as improper. If the Commonwealth returns an invoice as improper, the time for processing a payment will be suspended until the Commonwealth receives a correct invoice. The Contractor may not receive payment until the Commonwealth has received a correct invoice.

Contractors are required to establish separate billing accounts with each using agency and invoice them directly. Each invoice shall be itemized with adequate detail and match the line item on the Purchase Order. In no

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instance shall any payment be made for services to the Contractor that are not in accordance with the prices on the Purchase Order, the Contract, updated price lists or any discounts negotiated by the purchasing agency.

V.23 CONTRACT-016.2 Payment – Electronic Funds Transfer (February 2014)

- a. The Commonwealth will make contract payments through the Automated Clearing House (ACH). Within 10 days of award of the contract or purchase order, the contractor must submit or must have already submitted their ACH information within their user profile in the Commonwealth's procurement system (SRM).
- b. The contractor must submit a unique invoice number with each invoice submitted. The unique invoice number will be listed on the Commonwealth of Pennsylvania's ACH remittance advice to enable the contractor to properly apply the state agency's payment to the invoice submitted.
- c. It is the responsibility of the contractor to ensure that the ACH information contained in SRM is accurate and complete. Failure to maintain accurate and complete information may result in delays in payments.

V.24 CONTRACT-017.1 Taxes (Dec 5 2006)

The Commonwealth is exempt from all excise taxes imposed by the Internal Revenue Service and has accordingly registered with the Internal Revenue Service to make tax free purchases under Registration No. 23-23740001-K. With the exception of purchases of the following items, no exemption certificates are required and none will be issued: undyed diesel fuel, tires, trucks, gas guzzler emergency vehicles, and sports fishing equipment. The Commonwealth is also exempt from Pennsylvania state sales tax, local sales tax, public transportation assistance taxes and fees and vehicle rental tax. The Department of Revenue regulations provide that exemption certificates are not required for sales made to governmental entities and none will be issued. Nothing in this paragraph is meant to exempt a construction contractor from the payment of any of these taxes or fees which are required to be paid with respect to the purchase, use, rental, or lease of tangible personal property or taxable services used or transferred in connection with the performance of a construction contract.

V.25 CONTRACT-018.1 Assignment of Antitrust Claims (Oct 2006)

The Contractor and the Commonwealth recognize that in actual economic practice, overcharges by the Contractor's suppliers resulting from violations of state or federal antitrust laws are in fact borne by the Commonwealth. As part of the consideration for the award of the Contract, and intending to be legally bound, the Contractor assigns to the Commonwealth all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products and services which are the subject of this Contract.

V.26 CONTRACT-019.1 Hold Harmless Provision (Nov 30 2006)

- a. The Contractor shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor and its employees and agents under this Contract, provided the Commonwealth gives Contractor prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section 732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor, the Commonwealth will cooperate with all reasonable requests of Contractor made in the defense of such suits.

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- b. Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

V.27 CONTRACT-020.1 Audit Provisions (Oct 2006)

The Commonwealth shall have the right, at reasonable times and at a site designated by the Commonwealth, to audit the books, documents and records of the Contractor to the extent that the books, documents and records relate to costs or pricing data for the Contract. The Contractor agrees to maintain records which will support the prices charged and costs incurred for the Contract. The Contract shall preserve books, documents and records that relate to costs or pricing data for the Contract for a period of three (3) years from the date of final payment. The Contractor shall give full and free access to all records to the Commonwealth and/or their authorized representatives.

V.28 CONTRACT-021.1 Default (Oct 2013)

- a. The Commonwealth may, subject to the Force Majeure provisions of this Contract, and in addition to its other rights under the Contract, declare the Contractor in default by written notice thereof to the Contractor, and terminate (as provided in the Termination Provisions of this Contract) the whole or any part of this Contract or any Purchase Order for any of the following reasons:
- 1) Failure to begin work within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 2) Failure to perform the work with sufficient labor, equipment, or material to ensure the completion of the specified work in accordance with the Contract or Purchase Order terms;
 - 3) Unsatisfactory performance of the work;
 - 4) Failure to deliver the awarded item(s) within the time specified in the Contract or Purchase Order or as otherwise specified;
 - 5) Improper delivery;
 - 6) Failure to provide an item(s) which is in conformance with the specifications referenced in the Contract or Purchase Order;
 - 7) Delivery of a defective item;
 - 8) Failure or refusal to remove material, or remove and replace any work rejected as defective or unsatisfactory;
 - 9) Discontinuance of work without approval;
 - 10) Failure to resume work, which has been discontinued, within a reasonable time after notice to do so;
 - 11) Insolvency or bankruptcy;

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- 12) Assignment made for the benefit of creditors;
 - 13) Failure or refusal within 10 days after written notice by the Contracting Officer, to make payment or show cause why payment should not be made, of any amounts due for materials furnished, labor supplied or performed, for equipment rentals, or for utility services rendered;
 - 14) Failure to protect, to repair, or to make good any damage or injury to property;
 - 15) Breach of any provision of the Contract;
 - 16) Failure to comply with representations made in the Contractor's bid/proposal; or
 - 17) Failure to comply with applicable industry standards, customs, and practice.
- b. In the event that the Commonwealth terminates this Contract or any Purchase Order in whole or in part as provided in Subparagraph a. above, the Commonwealth may procure, upon such terms and in such manner as it determines, items similar or identical to those so terminated, and the Contractor shall be liable to the Commonwealth for any reasonable excess costs for such similar or identical items included within the terminated part of the Contract or Purchase Order.
- c. If the Contract or a Purchase Order is terminated as provided in Subparagraph a. above, the Commonwealth, in addition to any other rights provided in this paragraph, may require the Contractor to transfer title and deliver immediately to the Commonwealth in the manner and to the extent directed by the Contracting Officer, such partially completed items, including, where applicable, reports, working papers and other documentation, as the Contractor has specifically produced or specifically acquired for the performance of such part of the Contract or Purchase Order as has been terminated. Except as provided below, payment for completed work accepted by the Commonwealth shall be at the Contract price. Except as provided below, payment for partially completed items including, where applicable, reports and working papers, delivered to and accepted by the Commonwealth shall be in an amount agreed upon by the Contractor and Contracting Officer. The Commonwealth may withhold from amounts otherwise due the Contractor for such completed or partially completed works, such sum as the Contracting Officer determines to be necessary to protect the Commonwealth against loss.
- d. The rights and remedies of the Commonwealth provided in this paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.
- e. The Commonwealth's failure to exercise any rights or remedies provided in this paragraph shall not be construed to be a waiver by the Commonwealth of its rights and remedies in regard to the event of default or any succeeding event of default.
- f. Following exhaustion of the Contractor's administrative remedies as set forth in the Contract Controversies Provision of the Contract, the Contractor's exclusive remedy shall be to seek damages in the Board of Claims.

V.29 CONTRACT-022.1 Force Majeure (Oct 2006)

Neither party will incur any liability to the other if its performance of any obligation under this Contract is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes

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beyond a party's control may include, but aren't limited to, acts of God or war, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, epidemics and quarantines, general strikes throughout the trade, and freight embargoes. The Contractor shall notify the Commonwealth orally within five (5) days and in writing within ten (10) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effect on performance, (ii) state whether performance under the contract is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. The Contractor shall have the burden of proving that such cause(s) delayed or prevented its performance despite its diligent efforts to perform and shall produce such supporting documentation as the Commonwealth may reasonably request. After receipt of such notification, the Commonwealth may elect to cancel the Contract, cancel the Purchase Order, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. In the event of a declared emergency by competent governmental authorities, the Commonwealth by notice to the Contractor, may suspend all or a portion of the Contract or Purchase Order.

V.30 CONTRACT-023.1a Termination Provisions (Oct 2013)

The Commonwealth has the right to terminate this Contract or any Purchase Order for any of the following reasons. Termination shall be effective upon written notice to the Contractor.

- a. **TERMINATION FOR CONVENIENCE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for its convenience if the Commonwealth determines termination to be in its best interest. The Contractor shall be paid for work satisfactorily completed prior to the effective date of the termination, but in no event shall the Contractor be entitled to recover loss of profits.
- b. **NON-APPROPRIATION:** The Commonwealth's obligation to make payments during any Commonwealth fiscal year succeeding the current fiscal year shall be subject to availability and appropriation of funds. When funds (state and/or federal) are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year period, the Commonwealth shall have the right to terminate the Contract or a Purchase Order. The Contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the Contract. Such reimbursement shall not include loss of profit, loss of use of money, or administrative or overhead costs. The reimbursement amount may be paid from any appropriations available for that purpose.
- c. **TERMINATION FOR CAUSE:** The Commonwealth shall have the right to terminate the Contract or a Purchase Order for Contractor default under the Default Clause upon written notice to the Contractor. The Commonwealth shall also have the right, upon written notice to the Contractor, to terminate the Contract or a Purchase Order for other cause as specified in the Contract or by law. If it is later determined that the Commonwealth erred in terminating the Contract or a Purchase Order for cause, then, at the Commonwealth's discretion, the Contract or Purchase Order shall be deemed to have been terminated for convenience under the Subparagraph a.

V.31 CONTRACT-024.1 Contract Controversies (Oct 2011)

- a. In the event of a controversy or claim arising from the Contract, the Contractor must, within six months after the cause of action accrues, file a written claim with the contracting officer for a determination. The claim shall state all grounds upon which the Contractor asserts a controversy exists. If the Contractor fails to file a claim or files an untimely claim, the Contractor is deemed to have waived its

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right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

- b. If the Contractor or the contracting officer requests mediation and the other party agrees, the contracting officer shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, the contracting officer shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of the contracting officer and the Contractor. The contracting officer shall send his/her written determination to the Contractor. If the contracting officer fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim shall be deemed denied. The contracting officer's determination shall be the final order of the purchasing agency.
- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, the Contractor may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, the Contractor shall proceed diligently with the performance of the Contract in a manner consistent with the determination of the contracting officer and the Commonwealth shall compensate the Contractor pursuant to the terms of the Contract.

V.32 CONTRACT-025.1 Assignability and Subcontracting (Oct 2013)

- a. Subject to the terms and conditions of this paragraph, this Contract shall be binding upon the parties and their respective successors and assigns.
- b. The Contractor shall not subcontract with any person or entity to perform all or any part of the work to be performed under this Contract without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- c. The Contractor may not assign, in whole or in part, this Contract or its rights, duties, obligations, or responsibilities hereunder without the prior written consent of the Contracting Officer, which consent may be withheld at the sole and absolute discretion of the Contracting Officer.
- d. Notwithstanding the foregoing, the Contractor may, without the consent of the Contracting Officer, assign its rights to payment to be received under the Contract, provided that the Contractor provides written notice of such assignment to the Contracting Officer together with a written acknowledgement from the assignee that any such payments are subject to all of the terms and conditions of this Contract.
- e. For the purposes of this Contract, the term "assign" shall include, but shall not be limited to, the sale, gift, assignment, pledge, or other transfer of any ownership interest in the Contractor provided, however, that the term shall not apply to the sale or other transfer of stock of a publicly traded company.
- f. Any assignment consented to by the Contracting Officer shall be evidenced by a written assignment agreement executed by the Contractor and its assignee in which the assignee agrees to be legally bound by all of the terms and conditions of the Contract and to assume the duties, obligations, and responsibilities being assigned.

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- g. A change of name by the Contractor, following which the Contractor's federal identification number remains unchanged, shall not be considered to be an assignment hereunder. The Contractor shall give the Contracting Officer written notice of any such change of name.

V.33 CONTRACT-026.1 Other Contractors (Oct 2006)

The Commonwealth may undertake or award other contracts for additional or related work, and the Contractor shall fully cooperate with other contractors and Commonwealth employees, and coordinate its work with such additional work as may be required. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or by Commonwealth employees. This paragraph shall be included in the Contracts of all contractors with which this Contractor will be required to cooperate. The Commonwealth shall equitably enforce this paragraph as to all contractors to prevent the imposition of unreasonable burdens on any contractor.

V.34 CONTRACT-027.1 Nondiscrimination/Sexual Harassment Clause (August 2018)

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.

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6. The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report (“EEO-1”) with the U.S. Equal Employment Opportunity Commission (“EEOC”) and shall file an annual EEO-1 report with the EEOC as required for employers’ subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor’s and each subcontractor’s obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

V.35 CONTRACT-028.1 Contractor Integrity Provisions (Jan 2015)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania (“Commonwealth”) observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

1. **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
 - a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by

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prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.

- c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
- d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
- e. **"Financial Interest"** means either:
 - (1) Ownership of more than a five percent interest in any business; or
 - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
- g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

2. In furtherance of this policy, Contractor agrees to the following:

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.

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- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than the Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
- (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - (3) had any business license or professional license suspended or revoked;
 - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.
 - (6) If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.
- f. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- g. When contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur,

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including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

- h. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- j. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation or otherwise.

V.36 CONTRACT-029.1 Contractor Responsibility Provisions (Nov 2010)

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

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1. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.
2. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
3. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
4. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
5. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
6. The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the Internet at <http://www.dgs.state.pa.us/> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138

V.37 CONTRACT-030.1 Americans with Disabilities Act (April 1, 2010)

- a. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28C.F.R. Section 35.101 et seq., the Contractor understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Contract or from activities provided for under this Contract on the basis of the disability. As a condition of accepting this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section

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35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.

- b. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of Subparagraph a above.

V.38 CONTRACT-032.1 Covenant Against Contingent Fees (Oct 2006)

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the Commonwealth shall have the right to terminate the Contract without liability or in its discretion to deduct from the Contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

V.39 CONTRACT-033.1 Applicable Law (Oct 2006)

This Contract shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

V.40 CONTRACT-034.1a Integration – RFP (Dec 12 2006)

This Contract, including the Request for Proposals, Contractor's Proposal, Contractor's Best and Final Offer, if any, all referenced documents, and any Purchase Order constitutes the entire agreement between the parties. No agent, representative, employee or officer of either the Commonwealth or the Contractor has authority to make, or has made, any statement, agreement or representation, oral or written, in connection with the Contract, which in any way can be deemed to modify, add to or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of the Contract. No modifications, alterations, changes, or waiver to the Contract or any of its terms shall be valid or binding unless accomplished by a written amendment signed by both parties.

V.41 CONTRACT-034.2a Order of Precedence - RFP (Dec 12 2006)

In the event there is a conflict among the documents comprising this Contract, the Commonwealth and the Contractor agree on the following order of precedence: the Contract; the RFP, the Best and Final Offer, if any; the Contractor's Proposal in Response to the RFP.

V.42 CONTRACT-034.3 Controlling Terms and Conditions (Aug 2011)

The terms and conditions of this Contract shall be the exclusive terms of agreement between the Contractor and the Commonwealth. All quotations requested and received from the Contractor are for obtaining firm pricing only. Other terms and conditions or additional terms and conditions included or referenced in the Contractor's

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quotations, invoices, business forms, or other documentation shall not become part of the parties' agreement and shall be disregarded by the parties, unenforceable by the Contractor and not binding on the Commonwealth.

V.43 CONTRACT-035.1a Changes (Oct 2006)

The Commonwealth reserves the right to make changes at any time during the term of the Contract or any renewals or extensions thereof: 1) to increase or decrease the quantities resulting from variations between any estimated quantities in the Contract and actual quantities; 2) to make changes to the services within the scope of the Contract; 3) to notify the Contractor that the Commonwealth is exercising any Contract renewal or extension option; or 4) to modify the time of performance that does not alter the scope of the Contract to extend the completion date beyond the Expiration Date of the Contract or any renewals or extensions thereof. Any such change shall be made by the Contracting Officer by notifying the Contractor in writing. The change shall be effective as of the date of the change, unless the notification of change specifies a later effective date. Such increases, decreases, changes, or modifications will not invalidate the Contract, nor, if performance security is being furnished in conjunction with the Contract, release the security obligation. The Contractor agrees to provide the service in accordance with the change order. Any dispute by the Contractor in regard to the performance required by any notification of change shall be handled through Contract Controversies Provision.

V.44 CONTRACT-036.1 Background Checks (February 2016)

- a. The Contractor must, at its expense, arrange for a background check for each of its employees, as well as the employees of any of its subcontractors, who will have access to Commonwealth facilities, either through on-site access or through remote access. Background checks are to be conducted via the Request for Criminal Record Check form and procedure found at <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf> . The background check must be conducted prior to initial access and on an annual basis thereafter.
- b. Before the Commonwealth will permit access to the Contractor, the Contractor must provide written confirmation that the background checks have been conducted. If, at any time, it is discovered that a Contractor employee has a criminal record that includes a felony or misdemeanor involving terroristic behavior, violence, use of a lethal weapon, or breach of trust/fiduciary responsibility or which raises concerns about building, system or personal security or is otherwise job-related, the Contractor shall not assign that employee to any Commonwealth facilities, shall remove any access privileges already given to the employee and shall not permit that employee remote access unless the Commonwealth consents to the access, in writing, prior to the access. The Commonwealth may withhold its consent in its sole discretion. Failure of the Contractor to comply with the terms of this Section on more than one occasion or Contractor's failure to appropriately address any single failure to the satisfaction of the Commonwealth may result in the Contractor being deemed in default of its Contract.
- c. The Commonwealth specifically reserves the right of the Commonwealth to conduct background checks over and above that described herein.
- d. Access to certain Capitol Complex buildings and other state office buildings is controlled by means of card readers and secured visitors' entrances. Commonwealth contracted personnel who have regular and routine business in Commonwealth worksites may be issued a photo identification or access badge subject to the requirements of the contracting agency and DGS set forth in Enclosure 3 of Commonwealth Management Directive 625.10 (Amended) Card Reader and Emergency Response Access to Certain Capitol Complex Buildings and Other State Office Buildings. The requirements,

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policy and procedures include a processing fee payable by the Contractor for contracted personnel photo identification or access badges.

V.45 CONTRACT-037.1a Confidentiality (Oct 2013)

- a) The Contractor agrees to protect the confidentiality of the Commonwealth's confidential information. The Commonwealth agrees to protect the confidentiality of Contractor's confidential information. In order for information to be deemed confidential, the party claiming confidentiality must designate the information as "confidential" in such a way as to give notice to the other party (notice may be communicated by describing the information, and the specifications around its use or disclosure, in the SOW). Neither party may assert that information owned by the other party is such party's confidential information. The parties agree that such confidential information shall not be copied, in whole or in part, or used or disclosed except when essential for authorized activities under this Contract and, in the case of disclosure, where the recipient of the confidential information has agreed to be bound by confidentiality requirements no less restrictive than those set forth herein. Each copy of such confidential information shall be marked by the party making the copy with any notices appearing in the original. Upon termination or cancellation of this Contract or any license granted hereunder, the receiving party will return to the disclosing party all copies of the confidential information in the receiving party's possession, other than one copy, which may be maintained for archival purposes only, and which will remain subject to this Contract's security, privacy, data retention/destruction and confidentiality provisions (all of which shall survive the expiration of this Contract). Both parties agree that a material breach of these requirements may, after failure to cure within the time frame specified in this Contract, and at the discretion of the non-breaching party, result in termination for default pursuant to the DEFAULT provision of this Contract, in addition to other remedies available to the non-breaching party.
- (b) Insofar as information is not otherwise protected by law or regulation, the obligations stated in this Section do not apply to information:
- (1) already known to the recipient at the time of disclosure other than through the contractual relationship;
 - (2) independently generated by the recipient and not derived by the information supplied by the disclosing party.
 - (3) known or available to the public, except where such knowledge or availability is the result of unauthorized disclosure by the recipient of the proprietary information;
 - (4) disclosed to the recipient without a similar restriction by a third party who has the right to make such disclosure; or
 - (5) required to be disclosed by law, regulation, court order, or other legal process.
There shall be no restriction with respect to the use or disclosure of any ideas, concepts, know-how, or data processing techniques developed alone or jointly with the Commonwealth in connection with services provided to the Commonwealth under this Contract.
- (c) The Contractor shall use the following process when submitting information to the Commonwealth it believes to be confidential and/or proprietary information or trade secrets:

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- (1) Prepare an un-redacted version of the appropriate document, and
- (2) Prepare a redacted version of the document that redacts the information that is asserted to be confidential or proprietary information or a trade secret, and
- (3) Prepare a signed written statement that states:
 - (i) the attached document contains confidential or proprietary information or trade secrets;
 - (ii) the Contractor is submitting the document in both redacted and un-redacted format in accordance with 65 P.S. § 67.707(b); and
 - (iii) the Contractor is requesting that the document be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests.
- (4) Submit the two documents along with the signed written statement to the Commonwealth.

V.46 CONTRACT-037.2a Sensitive Information (Sept 2009)

The Contractor shall not publish or otherwise disclose, except to the Commonwealth and except matters of public record, any information or data obtained hereunder from private individuals, organizations, or public agencies, in a publication whereby the information or data furnished by or about any particular person or establishment can be identified, except with the consent of such person or establishment. The parties shall not use or disclose any information about a recipient receiving services from, or otherwise enrolled in, a Commonwealth program affected by or benefiting from services under this Contract for any purpose not connected with the parties' Contract responsibilities except with the written consent of such recipient, recipient's attorney, or recipient's parent or guardian pursuant to applicable state and federal law and regulations. Contractor will be responsible to remediate any improper disclosure of information. Such remediation may include, but not be limited to, credit monitoring for individuals for whom information has been released and reimbursement of any costs incurred by individuals for whom information has been released. Costs for which Contractor is responsible under this paragraph are not subject to any limitation of liability set out in this Contract or Purchase Order.

V.47 CONTRACT-045.1 Insurance - General (Dec 12 2006)

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contractor, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death,

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and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth. The Commonwealth shall be under no obligation to obtain such certificates from the Contractor(s). Failure by the Commonwealth to obtain the certificates shall not be deemed a waiver of the Contractor's obligation to obtain and furnish certificates. The Commonwealth shall have the right to inspect the original insurance policies.

V.48 CONTRACT-037.2b Health Insurance Portability and Accountability Act (HIPAA) Compliance (Sept 2009)

The Health Insurance Portability and Accountability Act (HIPAA) Compliance requirements are set forth in the attachments to this solicitation.

V.49 CONTRACT-041.1 Contract Requirements-Small Diverse Business and Small Business Participation (July 2016)

The provisions contained in the RFP concerning Contract Requirements - Small Diverse Business and Small Business Participation are incorporated by reference herein.

V.50 CONTRACT-051.1 Notice (Dec 2006)

Any written notice to any party under this Contract shall be deemed sufficient if delivered personally, or by facsimile, telecopy, electronic or digital transmission (provided such delivery is confirmed), or by a recognized overnight courier service (e.g., DHL, Federal Express, etc.) with confirmed receipt, or by certified or registered United States mail, postage prepaid, return receipt requested, and sent to following:

- a. If to the Contractor: the Contractor's address as recorded in the Commonwealth's Supplier Registration system.
- b. If to the Commonwealth: the address of the Issuing Office as set forth on the Contract.

V.51 CONTRACT-052.1 Right to Know Law (Feb 2010)

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract. For the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b. If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c. Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to are quest under the RTKL for information related to this Contract that may be in the

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Contractor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:

1. Provide the Commonwealth, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the Contractor's possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and 2. Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days of receipt of written notification of the Commonwealth's determination.
- f. If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g. The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

V.52 CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and

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for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.

- 2. Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 3. Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
- 4. Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
- 5. Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- 6. Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- 7. Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

INSTRUCTIONS

Cost Submittal Worksheet - RFP 6100049942

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for RFP 6100049942

The Cost Submittal Worksheet must be completed and returned in this Microsoft Excel format. Enter data into each *YELLOW* highlighted cell. If there is no charge for an item listed, please enter 0 in the *YELLOW* highlighted field. If the price is left blank, a zero dollar amount will be calculated.

The Cost Submittal Worksheet includes three (3) separate elements -- On-site Consultant Fees, Ad Hoc Fees and Management Fees. These are the only costs that may be billed by the selected Offeror, except for expenses associated with travel and identified in the Instructions - Travel Expenses tab. These rates and allowable expenses also apply to work performed by subcontractors.

INSTRUCTIONS - TRAVEL EXPENSES

1. Select the *INSTRUCTIONS - TRAVEL EXPENSE* at the bottom of this page.
2. This tab outlines what travel is permissible under the contract.

COST SUBMITTAL OVERVIEW

1. Select the *COST SUBMITAL OVERVIEW* Tab at the bottom of this page.
2. The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All cost data entered on the *COST BREAKDOWN* will automatically populate to the *COST SUBMITAL OVERVIEW* Tab.
4. The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [*THREE (3) YEARS*].

COST BREAKDOWN

1. Selected the *COST BREAKDOWN* Tab at the bottom of this page.
2. **Implementation.** The Commonwealth shall not be charged for activities associated with the start up of the engagement. No hours may be billed for services that are performed before the effective date of the procurement, even though some work may need to be completed before the effective date.
3. **On-site Consultant.** **Except as otherwise provided in the RFP, all costs must be inclusive of any overhead, travel, subsistence, supplies and other expenses. Such items may not be billed separately.** These rates are hourly and billed monthly; rates will be prorated if a consultant is assigned after the month commences or terminated before the month ends.
 - a. The estimated number of consultants to be utilized has been entered on the spreadsheet. The Commonwealth at its choosing could increase the number of consultants it wishes to fund during any year, and the selected Offeror may choose not to hire all the consultants that are permitted if the work can be done with fewer hours, subject to the limits identified in the RFP.
 - b. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The number of consultants entered for estimate purposes only. These are not the number of consultants that the Commonwealth is seeking; the selected Offeror should recommend the number of consultants needed when submitting the proposal.

c. It is understood that consultants may have absence and holiday benefits as part of an employment package. The full annual on-site consultant rate identified in the *COST SUBMITTAL WORKSHEET* will be paid as long as a consultant is assigned and the individual is performing services for at least 220 days. On-site consultants will not be permitted to work in a Commonwealth facility on any day that the Commonwealth is closed (refer to **Management Directive 530.17 Partial and Full-Day Closings of State Offices** - www.oa.gov/Policies/md/Documents/530_17.pdf)

d. Consultants must be available during normal business hours and occasionally during other shifts. Consultants must be available for 7.5 hours of work on all days and hours that they agency to which the consultant is assigned is open for business. The exact work hours may be dictated by the Agency. Occasionally additional hours to complete a deadline may be requested. No additional compensation will be paid beyond these rates when additional work is required. By submitting a proposal, the selected Offeror agrees to have consultants available as stated.

4. **Ad Hoc Consultant.** These are monthly rates for services conducted by consultants fulfilling ad hoc, industrial hygiene or environmental consulting services only. These are for professional services only; clerical work, file set-up, and other similar work may not be charged a monthly rate. Please refer to **Appendix B - Examples of Services** located in the **Buyer Attachments** for services that may be charged at an monthly rate. Management oversight and all other tasks described in Section 1-4. Tasks of the Technical Submittal may not be charged as an ad hoc consultant charge.

a. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The hours identified for these services are generous estimates and were entered for estimated purposes only.

b. An hourly charge may be paid while an Ad Hoc, Industrial Hygiene or Environmental Services consultant is traveling to the Commonwealth work location to provide services or attend meetings. If the travel hourly rate is the same as the service hourly rate, enter the same amount. If there is no charge for travel time, enter 0.

c. Hourly Rate cannot be billed in increments small than 15 minutes. For short communications, such as e-mail responses or telephone calls, such times must be accumulated to 15 minutes before they may be billed.

d. The ad hoc and environmental services rates should include costs for the consultant's time and use of equipment or costs to complete the service.

e. **The industrial hygiene services rate must be all inclusive of the consultant's time and costs to complete the service, including but not limited to: use of or rental equipment, equipment calibration, filters or films, and lab fees to obtain results.**

5. **Management Services.** This is an annual charge for projects overhead which will be paid in monthly installments. The cost should be developed based on at least the following: expected equipment needed, such as cell phones or laptops if being supplies to on-site consultants; office Fees for employees not on-site in a Commonwealth facility; clerical costs; file set-up; preparation invoices; general office supplies; use of systems costs; management oversight and key personnel costs; costs for id badges required for consultants to gain access to the Commonwealth buildings; and participation in meetings required by the contract.

6. **Duplication of Work.** The Commonwealth shall not be charged for two (2) consultants to perform the same activity, such as an existing consultant working side by side with a new consultant in training role or an on-site consultant working an ad hoc consultant to perform the same work.

7. **Unexpected Work.** If the scope of work could change due to a legislative or union contract change, the Commonwealth will negotiate in good faith with the selected Offeror to adjust allowable expenses or rates.

INSTRUCTIONS - TRAVEL EXPENSES
Cost Submittal Worksheet - RFP 6100049942

Consultant Travel Expenses

The following travel expenses are permissible under the contract. All expenses are subject to approval and must be justified. A receipt must be provided for every expense. Charges may be removed from the invoices prior to payment if appropriate justification is not provided. The Commonwealth also may request reimbursement if inappropriate charges are identified by the safety coordinator after they have been paid.

Hotels. Costs for hotel stay will be reimbursed only when services or projects necessitate overnight stays for consecutive days of work related to the Commonwealth assignment or when the location is greater than a two-hour drive one way and the start time can only be scheduled very early or late in the day according to the agency's work schedule. Hotel accommodations for one-day projects must be reflected on the project approval form. Hotel expenses for business in Harrisburg will not be reimbursed.

will not be reimbursed for a daily commute to the work location where the consultant generally works or the selected contractor's offices, and regardless of the distance, mileage will not be paid for travel to Harrisburg since this is the Commonwealth's place of business.

The rate will be reimbursed is equal to the current Commonwealth rate specified in Management Directive 230.10 Commonwealth Travel Policy and Manual 230.10 Commonwealth Travel Procedures Manual. Generally, mileage should be calculated from the consultant's main office location or home, which ever is shortest to the project location. In some instances, the distance may be calculated between locations or previous jobs dealing with the Commonwealth. The shortest distance to the desired destination should always be used for the purpose of submitting expenses. The mileage reimbursement allowance will be equivalent to the

reimbursed for parking Harrisburg, since this is the Commonwealth's place of business. Meter parking should be indicated on the invoice task description, and a receipt is not required.

Note. Expenses not specifically mentioned above (including but not limited to, car rentals, meals, or other services provided by a hotel) will not be reimbursed.

COST SUBMITTAL OVERVIEW
Cost Submittal Worksheet - RFP 6100049942

OFFEROR NAME		CONTACT PERSON	
OFFEROR ADDRESS		EMAIL ADDRESS	
		PHONE NUMBER	FAX NUMBER
		VENDOR NUMBER	FEDERAL ID OR SSN

COST SUMMARY

Items	Year 1	Year 2	Year 3	Total
Implementation	\$0.00			\$0.00
On-Site Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Ad Hoc Safety Professional Fees	\$0.00	\$0.00	\$0.00	\$0.00
Management Services	\$0.00	\$0.00	\$0.00	\$0.00

Total to be evaluated for the Initial Term of the Contract (3 years):	\$0.00
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**Cost Breakdown
Cost Submittal Worksheet - RFP 6100049942**

IMPLEMENTATION		YEAR 1		YEAR 2		YEAR 3			
Item	Total Cost								
Implementation Fee. This is a one-time fee, which shall cover all transition costs.									
ON-SITE CONSULTANT		YEAR 1		YEAR 2		YEAR 3			
Consultant Type	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total
OA Safety Professional <input type="checkbox"/>		5	\$0.00		5	\$0.00		5	\$0.00
Agency Safety Professional		11	\$0.00		11	\$0.00		11	\$0.00
Apprentice Safety Staff		3	\$0.00		3	\$0.00		3	\$0.00
SUBTOTAL : (Extended Cost Per Month x 12 Months)		\$0.00		\$0.00		\$0.00			
AD HOC SAFETY PROFESSIONALS		YEAR 1		YEAR 2		YEAR 3			
Type of Service	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total
Ad Hoc Services		300	\$0.00		300	\$0.00		300	\$0.00
Industrial Hygiene Services or Environmental Services		300	\$0.00		300	\$0.00		300	\$0.00
Travel for Ad Hoc Services		30	\$0.00		30	\$0.00		30	\$0.00
Travel for Industrial Hygiene Services or Environmental Services		30	\$0.00		30	\$0.00		30	\$0.00
SUBTOTAL:		\$0.00		\$0.00		\$0.00			
MANAGEMENT SERVICES		YEAR 1		YEAR 2		YEAR 3			
Management Fee	Rate			Rate			Rate		
TOTAL COST:						\$0.00			

The following statistical data is provided for contractors to better understand Commonwealth agencies, resources, and data.

Delivery Center Structure	
General Government	General Services, Education, Lieutenant Gov Office, Historical & Museum Com, Civil Service Com, PA Infr and Inv, Ethics Com, PA Mun Ret Board, Executive Offices, Pat Safety Auth
Public Safety	DOC, PSP
Employment, Banking and Revenue	L & I, Revenue, Banking and Securities, State Department, Insurance
Health and Human Services	DHS, DMVA, DOH, Aging, Dep of Drug & Alcohol Prog, Health Care Cost Containment
Conservation and Environment	DEP, DCNR, Agriculture, Milk Marketing Board, Environmental Hearing Board
Infrastructure and Economic Development	PennDOT, DCED, PEMA

Agency, Board or Commission	
Attorney General	Legislative Data Processing Center
Auditor General	Independent Fiscal Office
Capitol Preservation Committee	Legislative Reference Bureau
Center For Rural Pa	Liquor Control Board
Civil Service Commission	Local Government Commission
Fish & Boat Commission	Pa Higher Ed Facilities Authority/ State Public School Bldg Authority
Game Commission	Pennsylvania Intergovernmental Cooperation Authority
Gaming Control Board	Philadelphia Regional Port Authority
Health Care Costs	Public School Emp Retirement System
House Of Representatives	Public Utility Commission
Independent Regulatory Review Commission	Senate
Joint Legislative Conservation Commission	State Employees' Retirement System
Joint State Government Commission	Thaddeus Stevens College
Legislative Budget & Finance Comm.	Treasury

Column Descriptions and Data Sources

Column 1: Agency number

Column 2: Agency name: Agencies participating in and covered by the Commonwealth's workers' compensation program.

Columns 3-7: Average Staff Complement per fiscal year. Compiled by the Office of Administration for agencies under the Governor's jurisdiction. Total filled salaried and wage employees derived from the average of four quarters (September, December, March, and June). Legislative and independent agency staff numbers provided by the AIPP annual reports.

Columns 8-12: Workers' compensation cost. Tracked by Inservco, Inc. This is the total incurred amount for each fiscal year as of the valuation date shown. Incurred is equal to the total paid on a claim plus any outstanding reserves. Total paid includes expenses for medical bills, indemnity payments, legal expenses, or any other costs associated with the claim. Any money recovered from a third party for expenses on a claim is not included in this number. This number does not include any administrative, consultant, or other costs that cannot be directly associated with a particular claim. The costs in a column are only for the number of claims indicated on the spreadsheet and that occurred during that fiscal year.

Columns 13-17: Number of claims. A claim is defined as an incident where an employee requires medical assistance. The Commonwealth does not report "incident only" claims to Inservco, Inc. All claims reported to Inservco, Inc. that are not denied are included in this number. Cost does not need to be incurred for a claim to be included in the claim count.

Columns 18-22: Frequency rate per 1000 employees. This is a table calculated figure, obtained by multiplying the number of claims for any fiscal year by 1000 and then dividing this figure by the number of employees for that fiscal year.

Columns 23-27: Cost rate per employee. This is a table calculated figure, obtained by dividing the workers' compensation cost for any fiscal year by the number of employees for that fiscal year.

Columns 28-32: Average cost per claim. This is a table calculated figure, obtained by dividing the workers' compensation cost for any fiscal year by the number of claims for that fiscal year.

Annual Effectiveness Measures (as of 12/31/2019)

Agency	Number of Employees					Workers' Compensation Cost					Number of Claims					Frequency Rate per 1000 Employees					Cost Rate per Employee					Average Cost Per Claim					
	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 19/20	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 18/19	FY 17/18	FY 16/17	FY 15/16	FY 18/19	FY 17/18	FY 16/17	FY 15/16					
10 Aging	97	95	90	98	98	\$0	\$4,191	\$0	\$0	\$393	0	1	0	2	0.0	10.5	0.0	0.0	20.4	\$0	\$44	\$0	\$0	\$4	\$0	\$4,191	\$0	\$0	\$197		
11 Corrections	15,497	15,569	15,458	15,351	15,118	\$8,008,237	\$15,871,218	\$20,216,897	\$25,688,092	\$19,771,383	473	1,169	1,077	1,137	1,121	30.5	75.1	69.7	74.1	74.2	\$517	\$1,019	\$1,308	\$1,673	\$1,308	\$16,931	\$13,577	\$18,771	\$22,593	\$17,337	
12 Labor & Ind.	4,281	4,225	4,226	4,881	5,211	\$51,877	\$482,758	\$480,381	\$290,197	\$381,955	19	60	62	47	57	4.4	14.2	14.7	9.6	10.9	\$12	\$114	\$114	\$59	\$73	\$2,730	\$8,046	\$7,748	\$6,174	\$6,701	
13 Mil. & Vet. Aff.	2,446	2,462	2,503	2,557	2,544	\$585,570	\$1,225,651	\$2,104,221	\$2,726,613	\$2,185,374	56	138	179	187	196	22.9	56.1	71.5	73.1	77.0	\$239	\$498	\$841	\$1,066	\$859	\$10,457	\$8,882	\$11,755	\$14,581	\$11,150	
14 Atty General	934	912	849	842	832	\$161,304	\$98,877	\$177,257	\$353,174	\$398,975	13	16	22	33	26	13.9	17.5	25.9	39.2	31.3	\$173	\$108	\$209	\$419	\$480	\$12,408	\$6,180	\$8,057	\$10,702	\$15,345	
15 Gen Services	847	843	867	896	947	\$131,293	\$452,129	\$285,864	\$181,662	\$356,656	23	31	39	40	33	27.2	36.8	45.0	44.6	34.8	\$155	\$536	\$330	\$203	\$377	\$5,708	\$14,585	\$7,330	\$4,542	\$10,808	
16 Education(1)	569	546	514	508	510	\$0	\$26,252	\$20,767	\$68,909	\$7,414	0	5	5	10	9	0.0	9.2	9.7	19.7	17.6	\$0	\$48	\$40	\$136	\$15	\$0	\$5,250	\$4,153	\$6,891	\$824	
17 Public Utility	492	488	466	480	485	\$388	\$671	\$8,589	\$34,286	\$15,371	1	2	6	5	4	2.0	4.1	12.9	10.4	8.2	\$1	\$1	\$18	\$71	\$32	\$388	\$336	\$1,431	\$6,857	\$3,843	
18 Revenue	1,892	1,905	1,967	2,011	1,996	\$26,810	\$291,469	\$53,106	\$319,352	\$274,076	6	25	24	24	24	3.2	13.1	12.2	11.9	12.0	\$14	\$153	\$27	\$159	\$137	\$4,468	\$11,659	\$2,213	\$13,306	\$11,420	
19 State	767	757	715	718	745	\$54,249	\$19,408	\$338,870	\$234,249	\$11,700	4	11	9	9	12	5.2	14.5	12.6	12.5	16.1	\$71	\$26	\$474	\$326	\$16	\$13,562	\$1,764	\$37,652	\$26,028	\$975	
20 State Police	6,456	6,404	6,231	6,381	6,196	\$1,762,555	\$4,331,731	\$4,799,048	\$3,348,115	\$4,648,839	247	610	571	508	528	38.3	95.3	91.6	79.6	85.2	\$273	\$676	\$770	\$525	\$750	\$7,136	\$7,101	\$8,405	\$6,591	\$8,805	
21 Human Services	16,643	16,617	16,935	17,155	16,842	\$5,614,830	\$15,959,917	\$17,846,075	\$23,478,884	\$22,352,703	572	1,228	1,171	1,198	1,279	34.4	73.9	69.1	69.8	75.9	\$337	\$960	\$1,054	\$1,369	\$1,327	\$9,816	\$12,997	\$15,240	\$19,598	\$17,477	
22 Fish & Boat	493	484	506	504	526	\$62,750	\$310,916	\$327,492	\$91,224	\$52,920	24	47	36	45	30	48.7	97.1	71.1	89.3	57.0	\$127	\$642	\$647	\$181	\$101	\$2,615	\$6,615	\$9,097	\$2,027	\$1,764	
23 Game	1,059	1,065	1,061	1,201	1,249	\$277,915	\$840,091	\$1,132,491	\$531,593	\$351,974	46	119	112	94	104	43.5	111.7	105.6	78.3	83.3	\$263	\$789	\$1,067	\$443	\$282	\$6,042	\$7,060	\$10,112	\$5,655	\$3,384	
24 Com & Ec. Dev.	355	355	359	363	378	\$189	\$34,530	\$7,846	\$3,527	\$2,316	1	5	2	4	2	2.8	14.1	5.6	11.0	5.3	\$1	\$97	\$22	\$10	\$6	\$189	\$6,906	\$3,923	\$882	\$1,158	
25 Prob. & Parole	1,486	1,449	1,279	1,255	1,223	\$214,047	\$873,822	\$825,841	\$1,095,717	\$1,596,636	37	96	87	78	83	24.9	66.3	68.0	62.2	67.9	\$144	\$603	\$646	\$873	\$1,306	\$5,785	\$9,102	\$9,992	\$14,048	\$19,237	
26 Liquor Control	5,214	5,173	5,200	4,949	4,876	\$909,830	\$2,503,911	\$2,187,810	\$3,751,680	\$4,283,103	147	298	256	318	300	28.2	57.6	49.2	64.3	61.5	\$174	\$484	\$421	\$758	\$878	\$6,189	\$8,402	\$8,546	\$11,798	\$14,277	
27 Milk Marketing	19	20	22	22	24	\$0	\$0	\$0	\$0	\$0	0	1	0	0	0	0.0	50.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
28 Lt. Governor (1)	18	16	14	12	14	\$0	\$253	\$0	\$0	\$0	0	2	1	1	0	0.0	125.0	71.4	83.3	0.0	\$0	\$16	\$0	\$0	\$0	\$0	\$127	\$0	\$0	\$0	\$0
30 Hist. & Mus. (1)	234	223	203	209	220	\$28,180	\$64,919	\$19,125	\$17,535	\$572,306	5	8	6	7	16	21.4	35.9	29.6	33.5	72.7	\$120	\$291	\$94	\$84	\$2,601	\$5,636	\$8,115	\$3,188	\$2,505	\$35,769	
31 Em. Mgmt.	388	375	365	376	374	\$0	\$31,286	\$61,158	\$136,628	\$505	0	1	2	3	1	0.0	2.7	5.5	8.0	2.7	\$0	\$83	\$168	\$363	\$1	\$0	\$31,286	\$30,579	\$45,543	\$505	\$505
32 Civil Service	65	129	161	169	180	\$0	\$0	\$0	\$6,501	\$0	0	0	0	2	0	0.0	0.0	0.0	11.8	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$3,251	\$0	\$0
33 Pennvest (1)	31	30	28	27	29	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
35 Env. Prot.	2,524	2,504	2,489	2,553	2,613	\$145,307	\$233,849	\$655,509	\$331,507	\$361,502	32	55	58	51	50	12.7	22.0	23.3	20.0	19.1	\$58	\$93	\$263	\$130	\$138	\$4,541	\$4,252	\$11,302	\$6,500	\$7,230	
37 Env. Hg. Board	11	10	12	13	14	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
38 Con & Nat. Res.	2,368	2,336	2,376	2,405	2,397	\$882,326	\$2,194,260	\$733,854	\$1,980,442	\$1,044,465	103	204	242	231	206	43.5	87.3	101.9	96.0	85.9	\$373	\$939	\$309	\$823	\$436	\$8,566	\$10,756	\$3,032	\$8,573	\$5,070	
40 Ethics (1)	26	26	25	25	25	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
41 Senate	769	769	734	779	797	\$11,410	\$35,480	\$233,663	\$152,110	\$45,685	6	7	9	10	11	7.8	9.1	12.3	12.8	13.8	\$15	\$46	\$318	\$195	\$57	\$1,902	\$5,069	\$25,963	\$15,211	\$4,153	
42 House of Reps	1,500	1,500	1,504	1,560	1,740	\$35,998	\$107,221	\$134,515	\$46,576	\$4,222	9	23	12	12	6	6.0	15.3	8.0	7.7	3.4	\$24	\$71	\$89	\$30	\$2	\$4,000	\$4,662	\$11,210	\$3,881	\$704	
43 Hlt. Care Cost	21	23	23	22	24	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
44 Leg. Reference	74	74	72	70	72	\$0	\$1,205	\$3,251	\$0	\$198	0	2	1	0	1	0.0	27.0	13.9	0.0	13.9	\$0	\$16	\$45	\$0	\$3	\$0	\$602	\$3,251	\$0	\$198	\$198
45 Local Gov't Comm	8	8	7	7	7	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
46 Joint State Gov	12	12	10	11	11	\$50,000	\$0	\$0	\$0	\$0	1	0	0	0	0	83.3	0.0	0.0	0.0	0.0	\$4,167	\$0	\$0	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
47	12	12	7	10	11	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
48* Independent Fiscal Ofc.	11	11	10	28	9	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
48 Leg Data Proc.	30	30	28	7	29	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
49 Joint Leg. Air and Water	4	4	4	4	3	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
63 Ind. Reg. Rev.	10	10	10	10	10	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
65 Gaming Control	299	298	292	297	312	\$1,000	\$1,615	\$52,587	\$106,781	\$4,933	1	1	3	4	5	3.3	3.4	10.3	13.5	16.0	\$3	\$5	\$180	\$360	\$16	\$1,000	\$1,615	\$17,529	\$26,695	\$907	\$907
66 Securities (2)	0	0	0	0	0	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
67 Health	1,448	1,423	1,435	1,430	1,457	\$86,074	\$256,575	\$398,163	\$990,326	\$471,785	16	16	27	29	28	11.1	11.2	18.8	20.3	19.2	\$59	\$180	\$277	\$693	\$324	\$5,380	\$16,036	\$14,747	\$34,149	\$16,849	
68 Agriculture	931	937	921	944	949	\$290,833	\$134,638	\$467,109	\$208,901	\$816,367	11	28	40	29	45	11.8	29.9	43.4	30.7	47.4	\$312	\$144	\$507	\$221	\$860	\$26,439	\$4,808	\$11,678	\$7,203	\$18,141	
70 St Emp. Retmt	191	185	170	169	181	\$387	\$0	\$141	\$472	\$870	2	0	1	2	2	10.5	0.0	5.9	11.8	11.0	\$2	\$0	\$1	\$3	\$5	\$194	\$0	\$141	\$236	\$435	\$435
71 Mun. Retmt.(1)	31	27	28	28	31	\$0	\$0	\$0	\$0	\$0	0	0	0	0	0	0.0	0.0	0.0	0.0	0.0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
72 PSERS	326	321	299	293	304	\$2,733	\$21,966	\$475	\$378	\$26,366	1	2	1	2	2	3.1	6.2	3.3	6.8	6.6	\$8	\$68	\$2	\$1	\$87	\$2,733	\$10,983	\$475	\$189	\$13,183	
73 Treasury	355	355	363	353	362	\$1,000	\$27,968	\$112	\$12,797	\$2,478	2	3	1	3	5	5.6	8.5	2.8</													

Commonwealth Safety Scorecard Summary

7/1/2019 - 12/31/19

	FY 2019/20 - Year to Date			Reduction Progress					FY 2018/19 - Year to Date		
				Claims/Injuries			Actual Cost				
Agency	Total	Paid In Year	Projected Cost	Reduction		Increase	Reduction	Increase	Total	Paid in Year	Projected Cost
Commonwealth	2,359	\$6,756,690	\$23,668,058	6.1%	★	-	-	2.2%	2,513	\$6,611,075	\$21,587,939
Human Services	610	\$1,701,142	\$6,157,942	3.9%	★	-	4.3%	-	635	\$1,778,178	\$4,933,871
Corrections	507	\$2,083,375	\$8,456,262	19.0%	★	-	-	24.9%	626	\$1,667,498	\$5,759,826
Transportation	347	\$947,597	\$3,023,837	-	✘	11.2%	12.3%	-	312	\$1,080,608	\$3,947,069
State Police	262	\$589,840	\$1,851,779	20.1%	★	-	24.8%	-	328	\$784,273	\$2,430,800
Liquor Control	160	\$299,022	\$988,109	-	✘	6.7%	7.1%	-	150	\$321,790	\$1,107,750
<i>Conservation/Natural Resources</i>	117	\$244,163	\$887,875	-	✘	23.2%	11.0%	-	95	\$274,252	\$1,239,963
<i>Military and Veterans Affairs</i>	58	\$190,973	\$593,225	21.6%	★	-	-	38.2%	74	\$138,223	\$422,107
Game Commission	49	\$173,117	\$279,122	-	✘	25.6%	-	284.6%	39	\$45,011	\$208,035
Probation and Parole	39	\$101,115	\$215,541	27.8%	★	-	32.5%	-	54	\$149,828	\$327,788
Environmental Protection	34	\$53,524	\$145,473	-	✘	25.9%	-	54.3%	27	\$34,690	\$96,317
Fish and Boat	25	\$31,172	\$62,813	-	✘	4.2%	58.1%	-	24	\$74,325	\$188,201
<i>General Services</i>	25	\$25,851	\$131,649	-	✘	212.5%	-	41.5%	8	\$18,275	\$88,626
Labor & Industry	20	\$13,871	\$51,877	47.4%	★	-	66.3%	-	38	\$41,192	\$171,008
<i>Health</i>	16	\$29,332	\$86,074	-	✘	60.0%	-	10.9%	10	\$26,461	\$57,051
<i>Attorney General</i>	15	\$78,458	\$174,138	-	✘	36.4%	-	555.2%	11	\$11,975	\$16,048
<i>Agriculture</i>	13	\$92,243	\$291,892	-	✘	8.3%	-	518.4%	12	\$14,915	\$147,990
House of Representatives	10	\$39,059	\$64,101	23.1%	★	-	-	345.7%	13	\$8,764	\$19,233
Revenue	8	\$15,937	\$33,242	27.3%	★	-	67.5%	-	11	\$49,095	\$152,014
Historical Museum Comm	6	\$11,650	\$29,172	-	✘	50.0%	-	349.5%	4	\$2,592	\$5,092
Executive Offices	6	\$3,329	\$8,048	62.5%	★	-	85.8%	-	16	\$23,522	\$36,853
Senate	6	\$5,910	\$11,410	-	✘	100.0%	69.1%	-	3	\$19,141	\$21,614
State	5	\$11,005	\$54,249	37.5%	★	-	-	114.8%	8	\$5,123	\$6,955
Port Authority	3	\$4,734	\$4,734	-	✘	999.9%	-	999.9%	0	\$0	\$0
Thaddeus Stevens	3	\$1,188	\$2,754	-	✘	50.0%	84.0%	-	2	\$7,404	\$12,498

Commonwealth Safety Scorecard Summary

7/1/2019 - 12/31/19

Agency	FY 2019/20 - Year to Date			Reduction Progress					FY 2018/19 - Year to Date		
				Claims/Injuries			Actual Cost				
	Total	Paid In Year	Projected Cost	Reduction		Increase	Reduction	Increase	Total	Paid in Year	Projected Cost
<i>State Employee Retirement</i>	2	\$387	\$387	-	✘	999.9%	-	999.9%	0	\$0	\$0
Governor's Office	2	\$1,043	\$1,043	-	✘	100.0%	44.8%	-	1	\$1,891	\$4,500
Treasury	2	\$0	\$1,000	-	✘	100.0%	100.0%	-	1	\$13,153	\$44,481
<i>Insurance</i>	2	\$0	\$1,000	-	✘	999.9%	100.0%	-	0	\$0	\$0
Community and Econ Dev	1	\$189	\$189	66.7%	★	-	86.3%	-	3	\$1,376	\$2,846
PSERS	1	\$2,205	\$2,733	-	✘	999.9%	-	999.9%	0	\$0	\$0
<i>Public Utility</i>	1	\$388	\$388	0.0%	✘	-	-	5.9%	1	\$367	\$367
<i>Center for Rural PA</i>	1	\$0	\$0	-	✘	999.9%	100.0%	-	0	\$0	\$0
<i>Joint State Government</i>	1	\$4,813	\$50,000	-	✘	999.9%	-	999.9%	0	\$0	\$0
<i>Education</i>	1	\$60	\$5,000	50.0%	★	-	97.5%	-	2	\$2,394	\$2,394
<i>Gaming Control</i>	1	\$0	\$1,000	-	✘	999.9%	100.0%	-	0	\$0	\$0
Auditor General	0	\$0	\$0	100.0%	★	-	100.0%	-	2	\$2,179	\$12,142
Lieutenant Governor	0	\$0	\$0	100.0%	★	-	100.0%	-	1	\$113	\$113
Legislative Reference	0	\$0	\$0	100.0%	★	-	100.0%	-	1	\$1,090	\$1,090
Emergency Management	0	\$0	\$0	100.0%	★	-	100.0%	-	1	\$11,377	\$123,298
Aging	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
Drug and Alcohol Programs	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
Milk Marketing	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Banking and Securities</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Civil Service</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>State Public School Bldg Auth</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>E-Health Partnership Authority</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Capitol Preservation Comm</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Municipal Retirement Board</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Independent Reg Review</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Legislative Data Processing</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0

Commonwealth Safety Scorecard Summary

7/1/2019 - 12/31/19

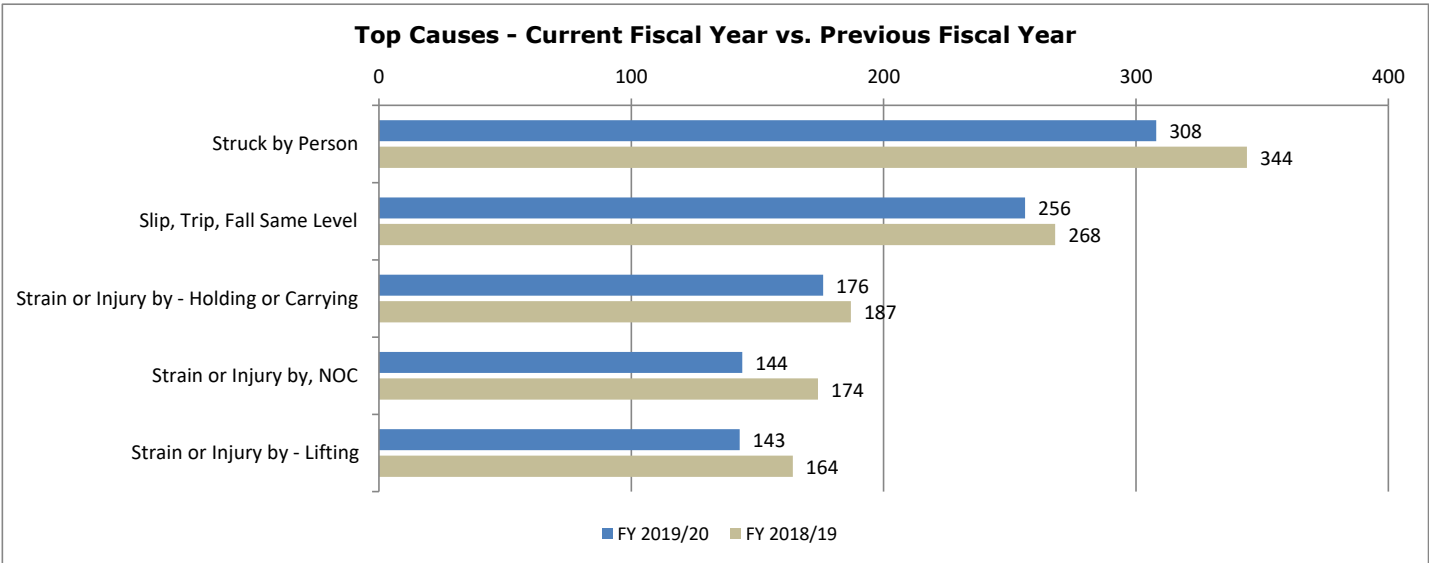
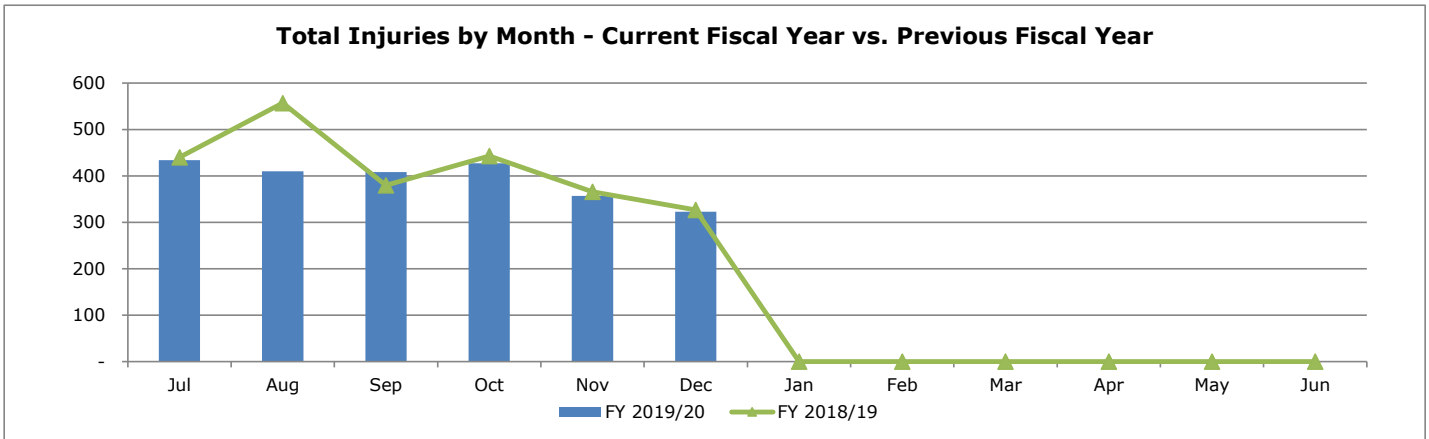
Agency	FY 2019/20 - Year to Date			Reduction Progress				FY 2018/19 - Year to Date			
	Total	Paid In Year	Projected Cost	Reduction		Increase	Reduction	Increase	Total	Paid in Year	Projected Cost
<i>Legislative Budget and Finance</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Local Government Comm</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Health Care Cost</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Ethics</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Environmental Hearing Board</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Pennvest</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Joint Legis. Cons. Commission</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Intergovernmental Coop Auth</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0
<i>Independent Fiscal Office</i>	0	\$0	\$0	100.0%	★	-	100.0%	-	0	\$0	\$0

Agencies in *italics* met or exceeded the previous fiscal year reduction goal
 Values capped at 999.9%

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
2,359	\$6,756,690	\$23,668,058	2,513	\$6,611,075	\$21,587,939	-154	\$145,615	\$2,080,119



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	322	112	434	\$2,132,066	\$4,358,288	1.4% ❌	321	119	440	\$1,895,670	\$4,017,453
Aug	289	121	410	\$1,797,392	\$4,883,051	15.3% ★	415	142	557	\$2,126,950	\$5,263,549
Sep	303	105	408	\$1,478,667	\$4,379,501	9.1% ★	302	78	380	\$1,080,206	\$2,584,338
Oct	326	101	427	\$958,731	\$3,992,749	7.7% ★	341	102	443	\$985,296	\$4,107,828
Nov	271	86	357	\$348,196	\$3,396,501	6.9% ★	268	98	366	\$477,338	\$3,717,340
Dec	273	50	323	\$41,638	\$2,657,967	6.1% ★	271	56	327	\$45,615	\$1,897,431
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	1,784	575	2,359	\$6,756,690	\$23,668,058		1,918	595	2,513	\$6,611,075	\$21,587,939

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ▲
 0% - 2.24% reduction ❌

Safety Scorecard - Aging

Reduction Goal

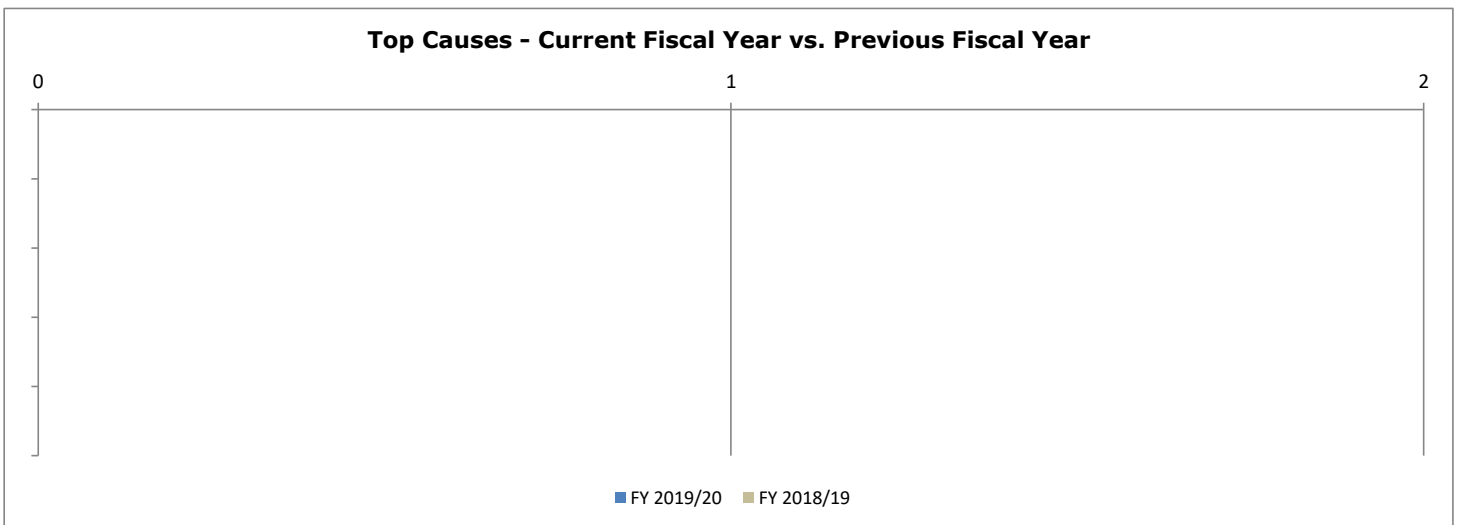
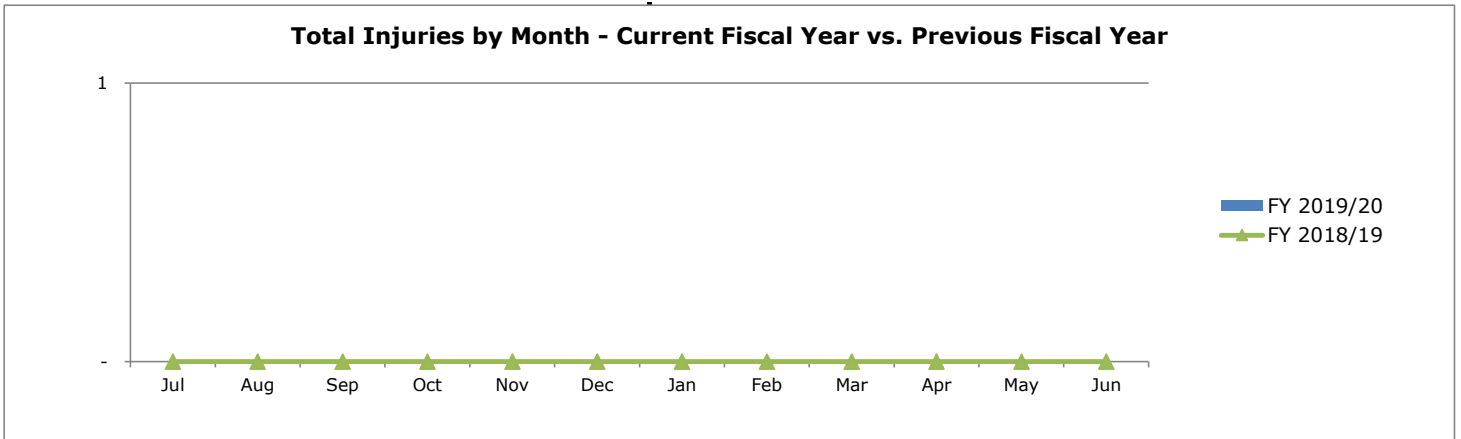
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✖
 0% - 2.24% reduction ✖

Safety Scorecard - Agriculture

Reduction Goal

3%

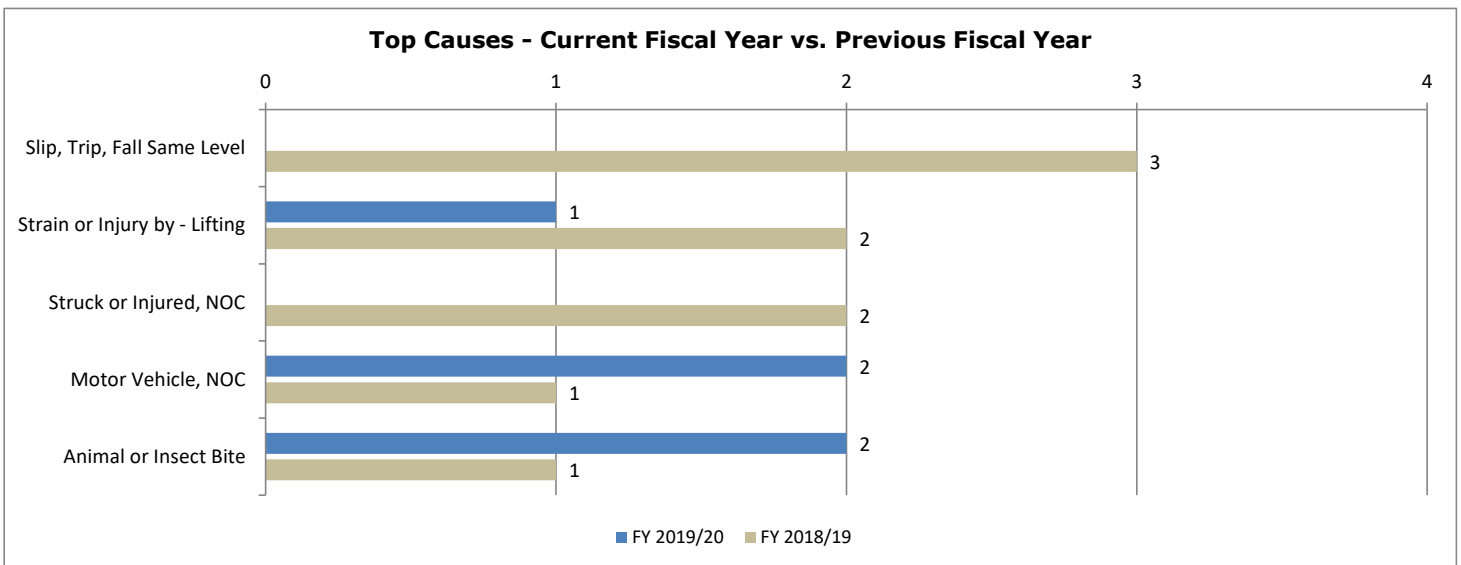
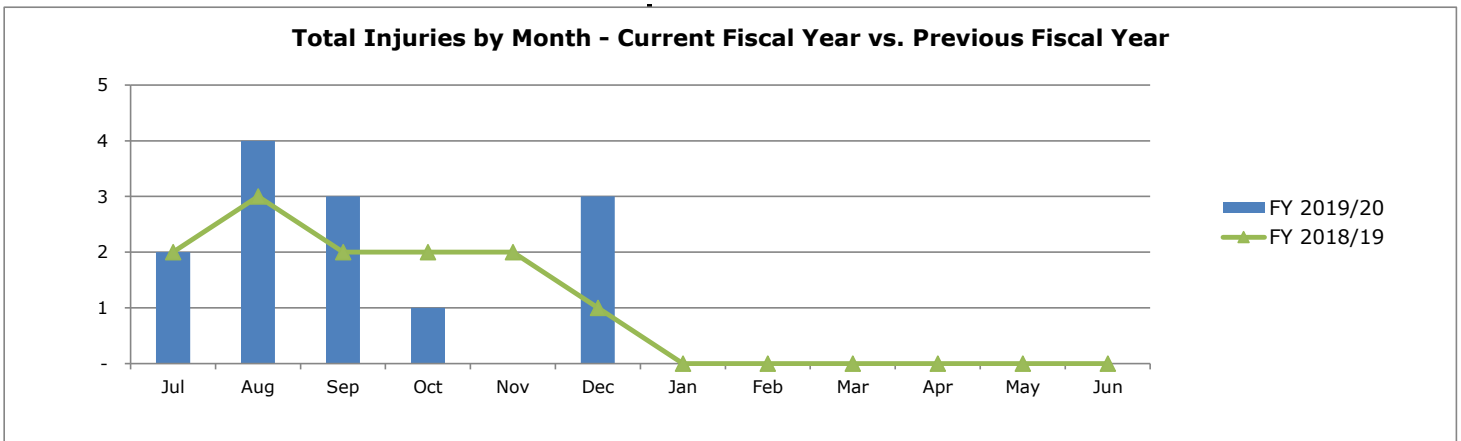
Year to Date Goal

*

✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
13	\$92,243	\$291,892	12	\$14,915	\$147,990	1	\$77,327	\$143,903



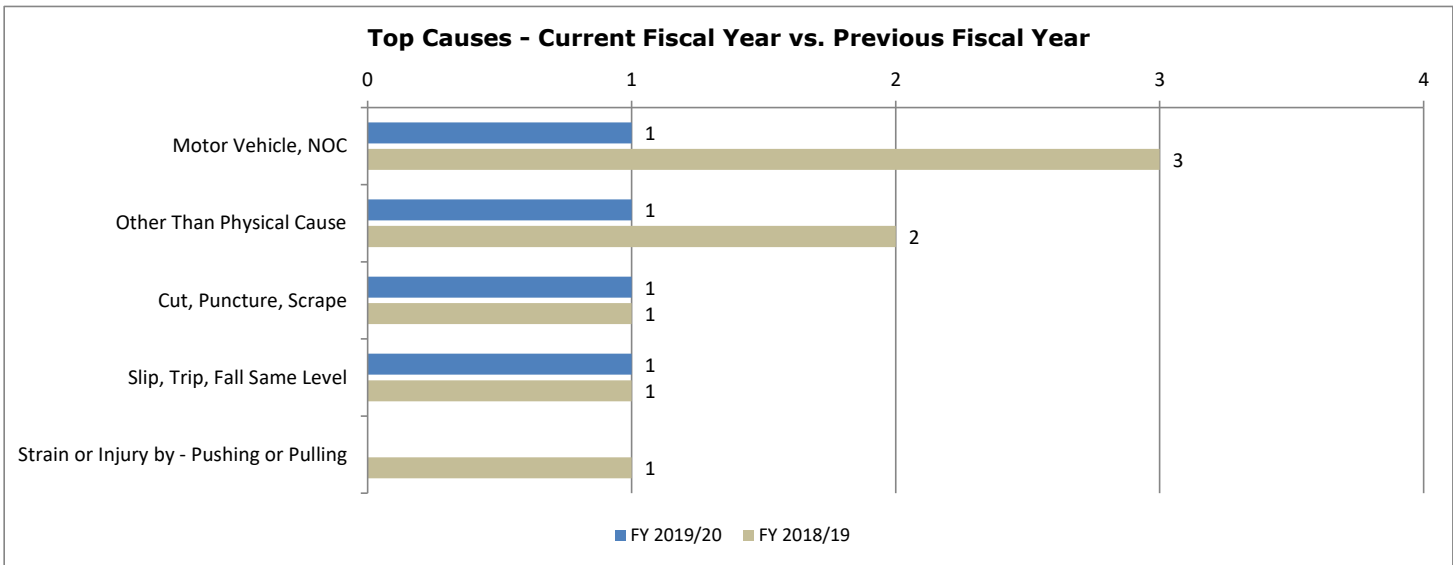
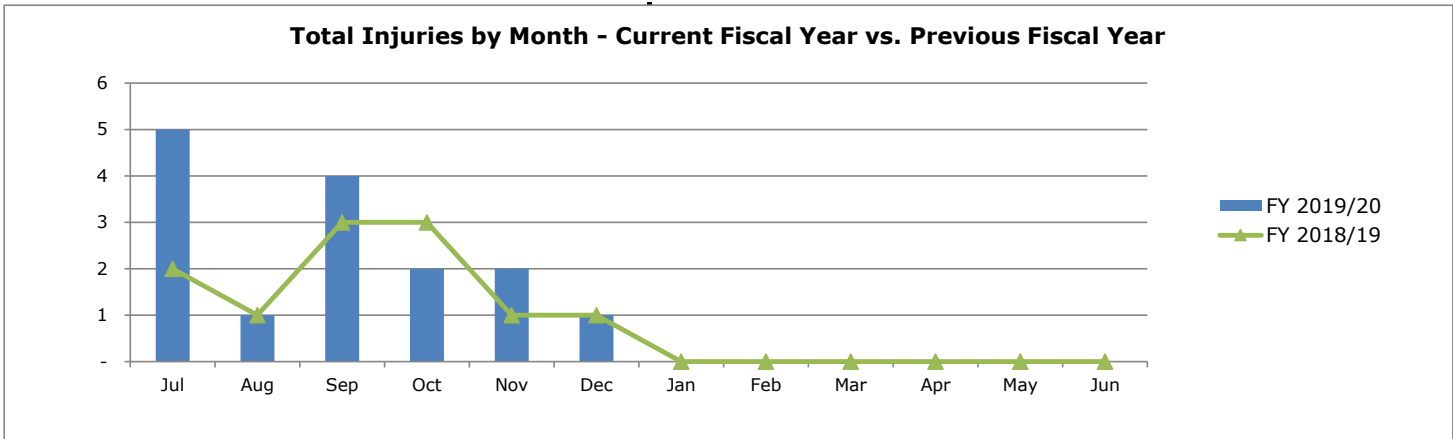
	FY 2019/20					Year to Date Goal	FY 2018/19					
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost	
Jul	2	0	2	\$1,176	\$1,176	0.0%	✘	2	0	2	\$846	\$846
Aug	3	1	4	\$72,405	\$124,385	*	✘	3	0	3	\$1,057	\$1,057
Sep	2	1	3	\$16,044	\$95,325	*	✘	2	0	2	\$128	\$128
Oct	0	1	1	\$2,618	\$62,506	*	✘	1	1	2	\$11,413	\$59,100
Nov	0	0	0	\$0	\$0	9.1%	★	2	0	2	\$451	\$2,500
Dec	3	0	3	\$0	\$8,500	*	✘	0	1	1	\$1,020	\$84,358
Jan	-	-	-	-	-			-	-	-	-	-
Feb	-	-	-	-	-			-	-	-	-	-
Mar	-	-	-	-	-			-	-	-	-	-
Apr	-	-	-	-	-			-	-	-	-	-
May	-	-	-	-	-			-	-	-	-	-
Jun	-	-	-	-	-			-	-	-	-	-
Total	10	3	13	\$92,243	\$291,892			10	2	12	\$14,915	\$147,990

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ▲
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
15	\$78,458	\$174,138	11	\$11,975	\$16,048	4	\$66,483	\$158,091



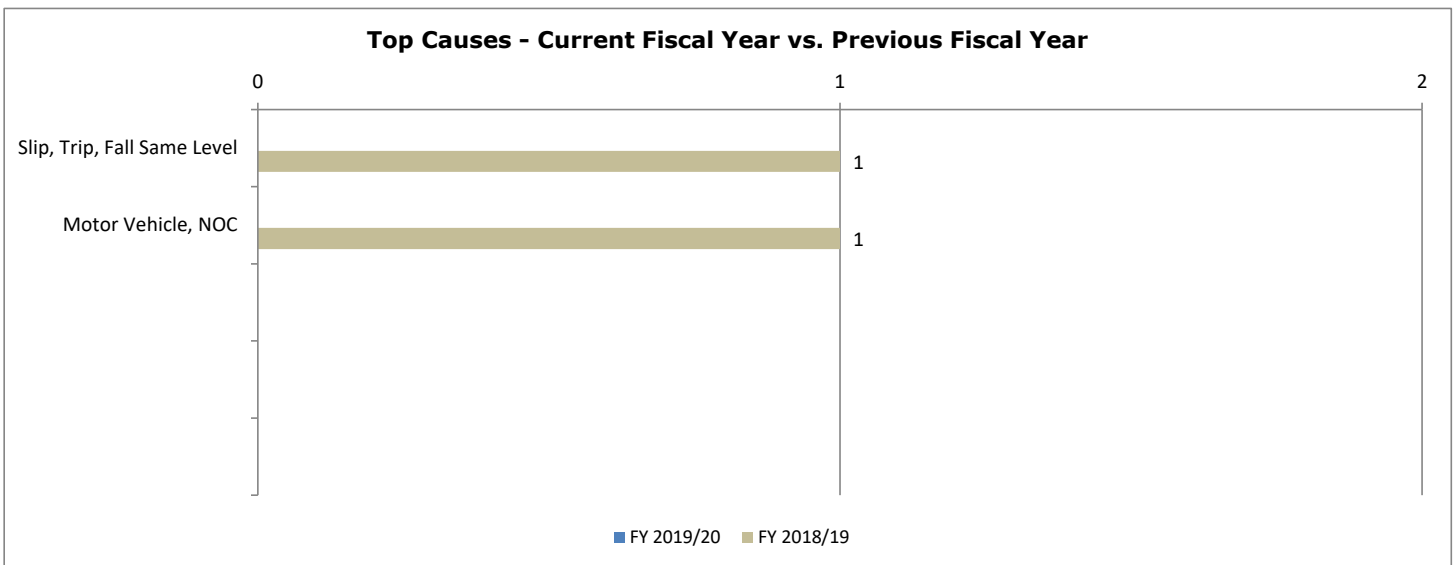
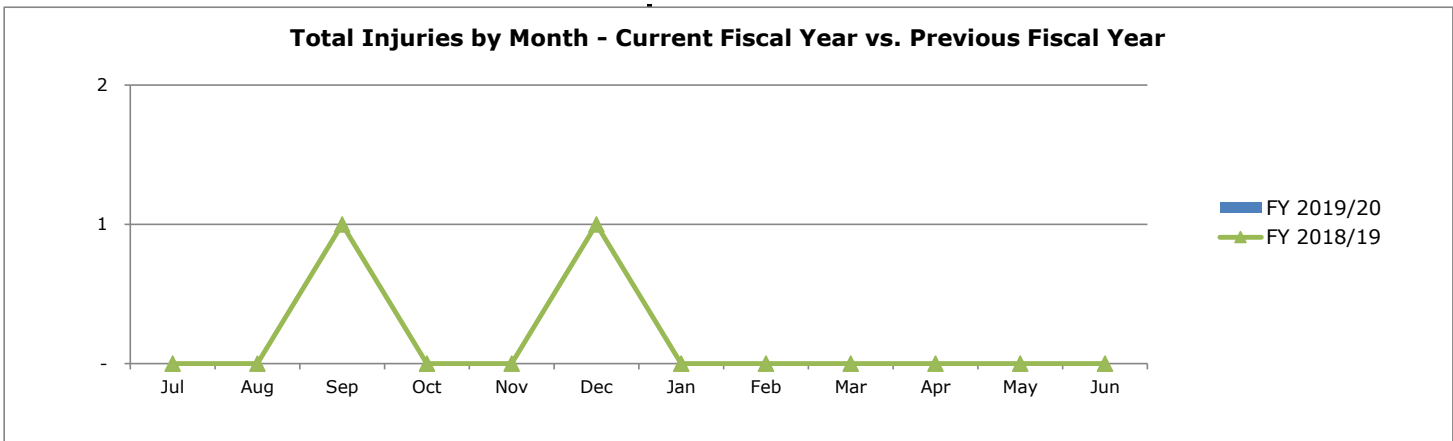
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	4	1	5	\$64,439	\$99,627	* ✗	2	0	2	\$6,149	\$6,149
Aug	1	0	1	\$1,730	\$1,730	* ✗	1	0	1	\$339	\$339
Sep	3	1	4	\$7,924	\$38,501	* ✗	3	0	3	\$78	\$78
Oct	1	1	2	\$3,956	\$32,144	* ✗	3	0	3	\$5,100	\$5,981
Nov	2	0	2	\$409	\$1,137	* ✗	1	0	1	\$309	\$2,500
Dec	1	0	1	\$0	\$1,000	* ✗	1	0	1	\$0	\$1,000
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	12	3	15	\$78,458	\$174,138		11	0	11	\$11,975	\$16,048

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✗

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	2	\$2,179	\$12,142	-2	-\$2,179	-\$12,142



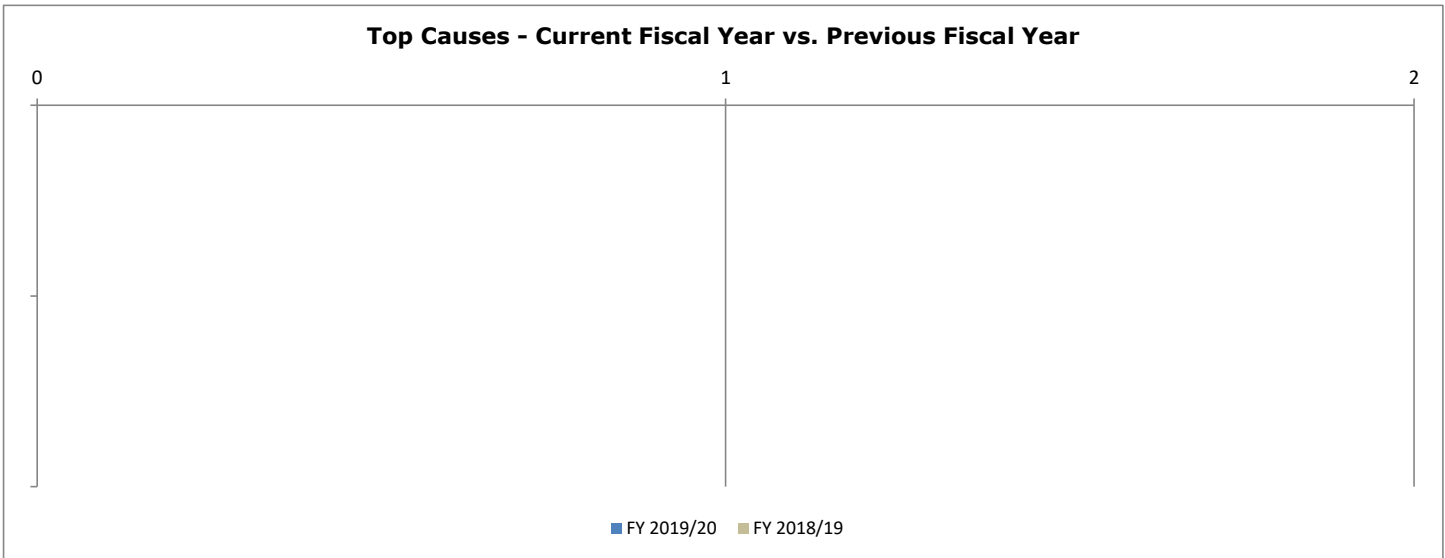
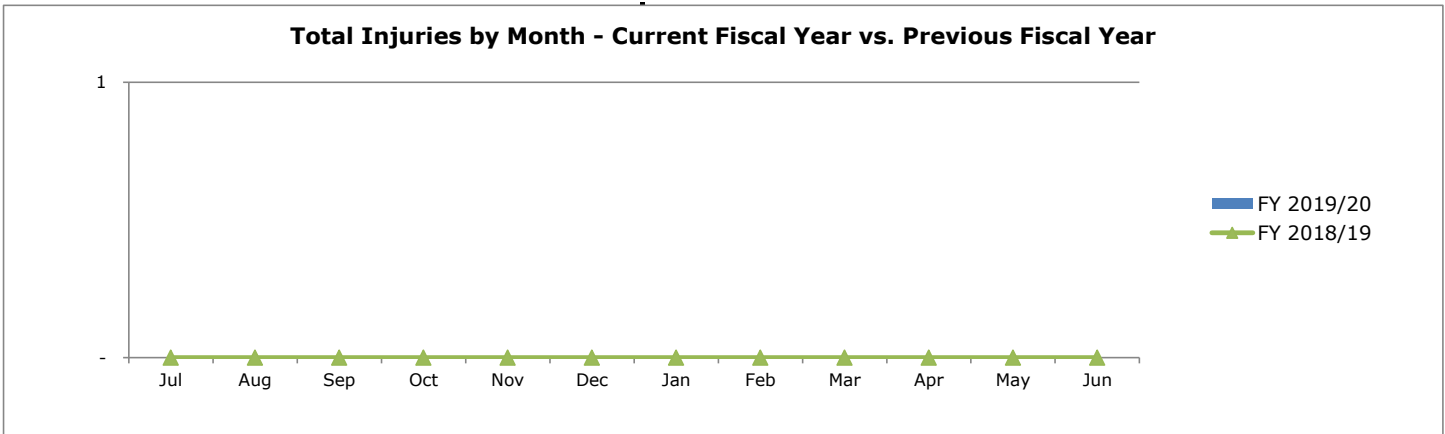
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$2,179	\$9,642
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$0	\$2,500
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	0	0	0	\$0	\$0		2	0	2	\$2,179	\$12,142

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



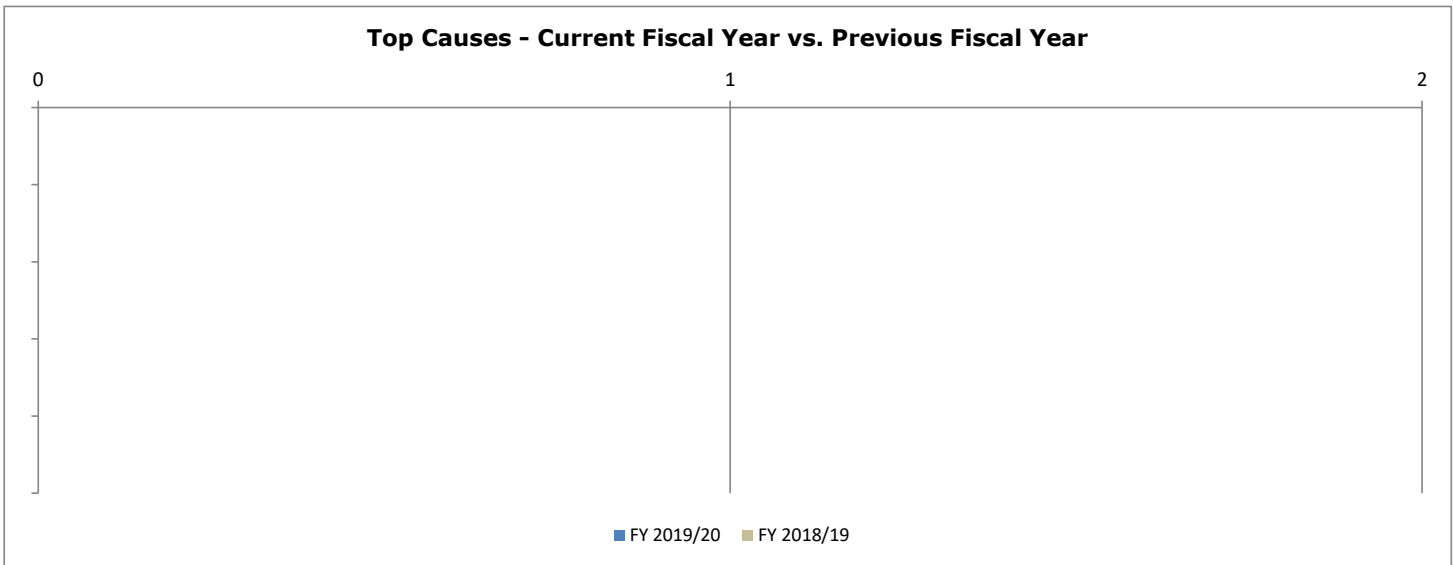
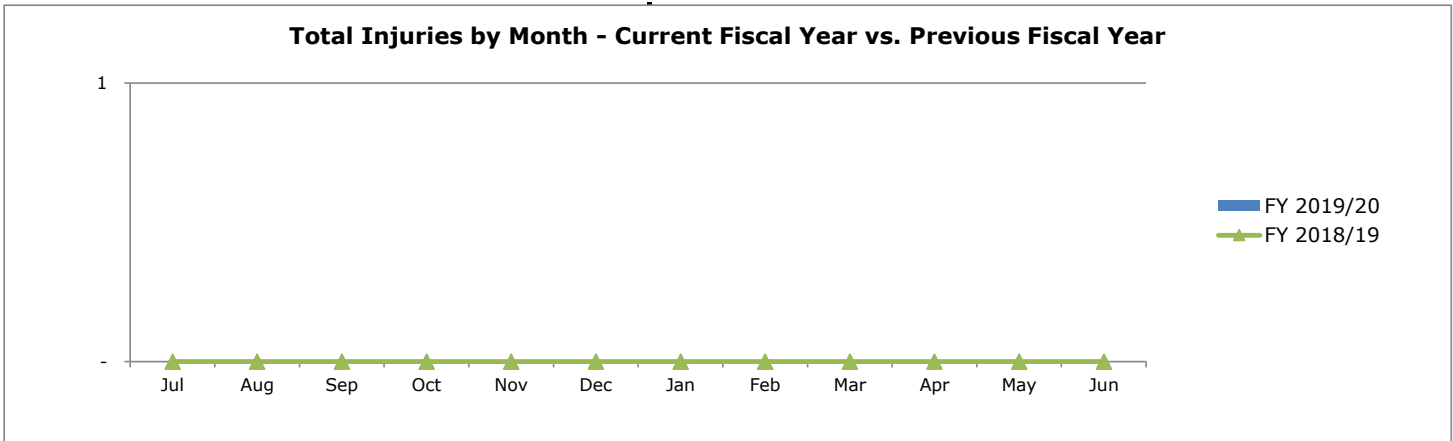
	FY 2019/20						Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost	Medical		Lost Time	Total	Paid in Year	Projected Cost	
Jul	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Jan	-	-	-	-	-			-	-	-	-	-
Feb	-	-	-	-	-			-	-	-	-	-
Mar	-	-	-	-	-			-	-	-	-	-
Apr	-	-	-	-	-			-	-	-	-	-
May	-	-	-	-	-			-	-	-	-	-
Jun	-	-	-	-	-			-	-	-	-	-
Total	0	0	0	\$0	\$0			0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



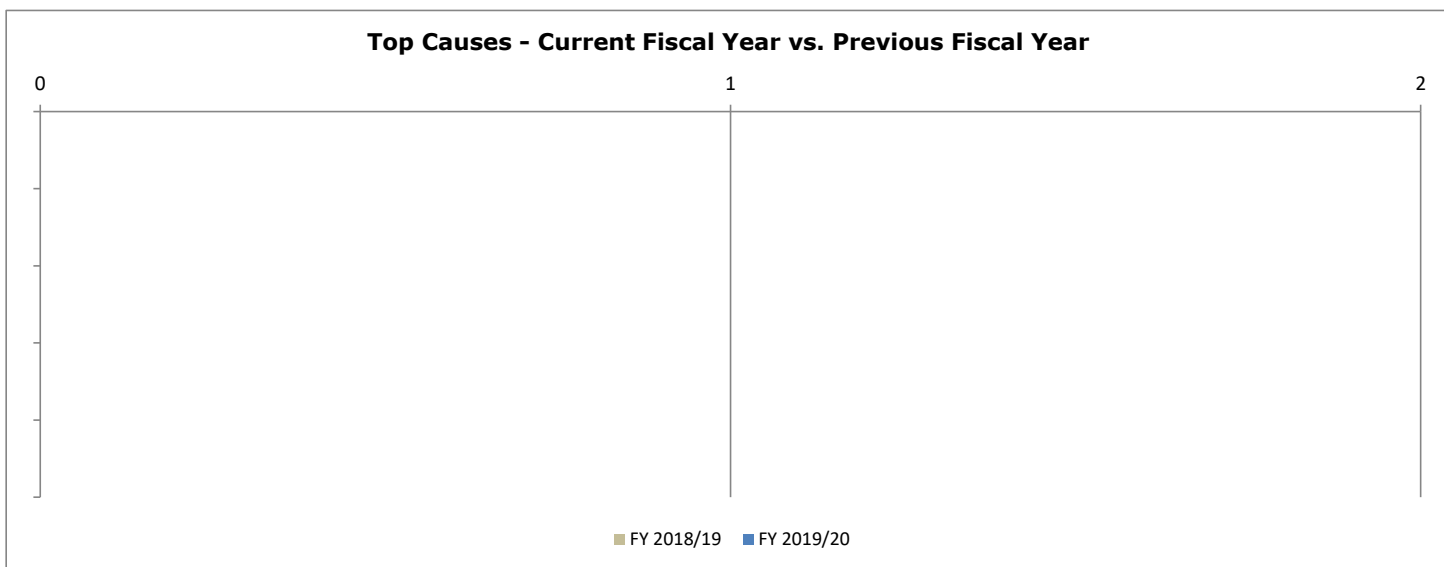
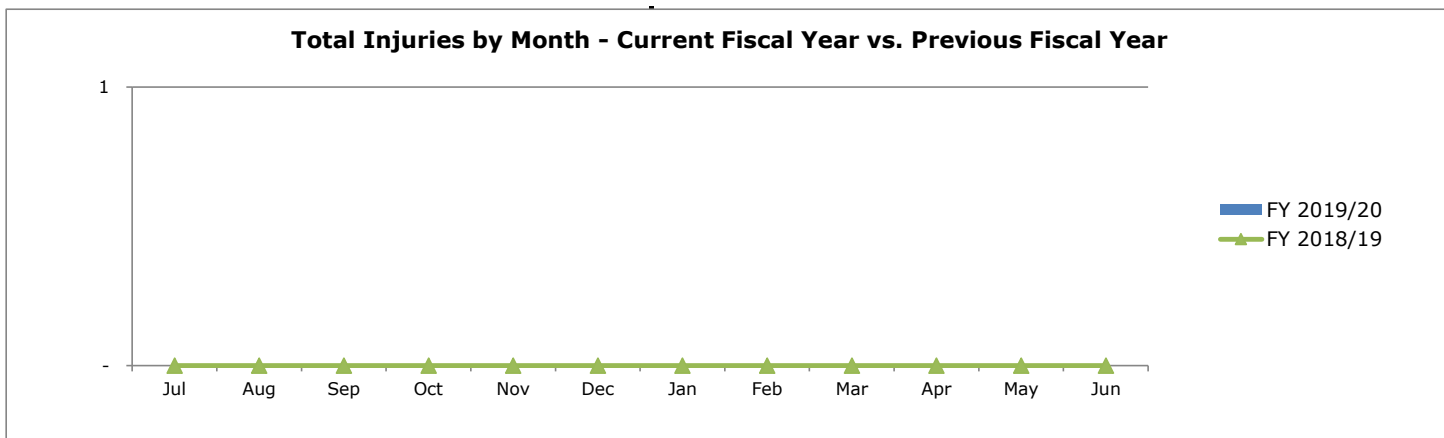
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



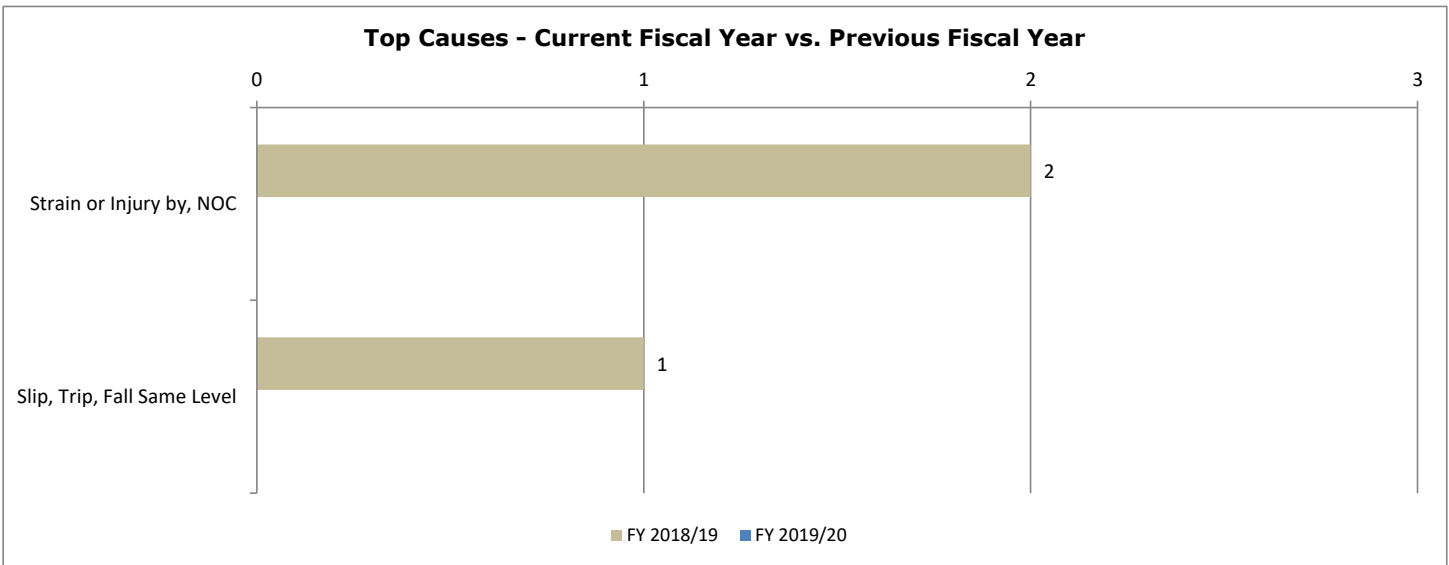
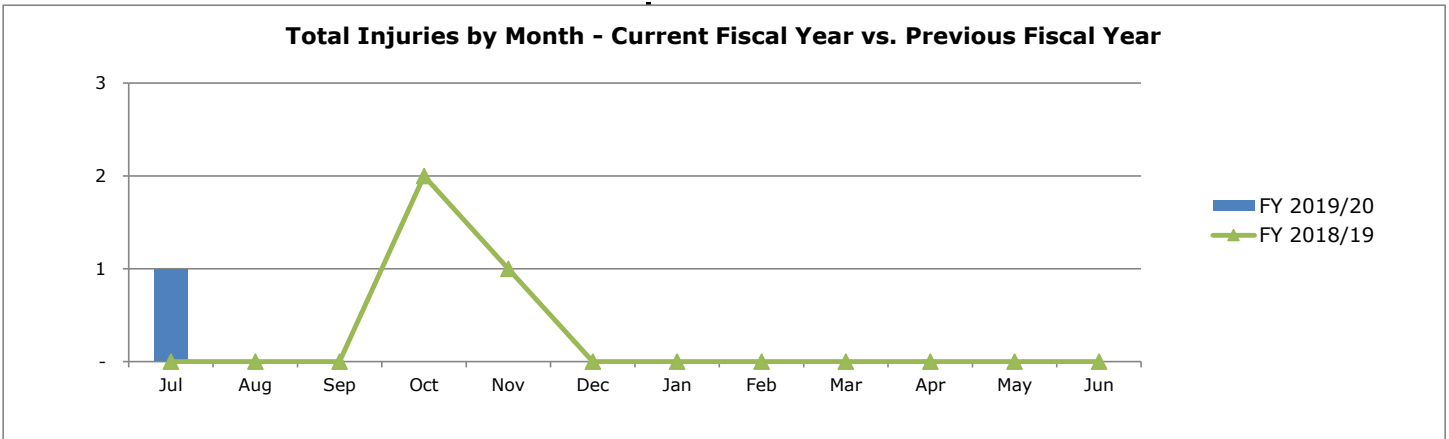
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$189	\$189	3	\$1,376	\$2,846	-2	-\$1,187	-\$2,658



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	0	1	\$189	\$189	* ✘	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	50.0% ★	2	0	2	\$1,376	\$2,846
Nov	0	0	0	\$0	\$0	66.7% ★	1	0	1	\$0	\$0
Dec	0	0	0	\$0	\$0	66.7% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	1	0	1	\$189	\$189		3	0	3	\$1,376	\$2,846

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

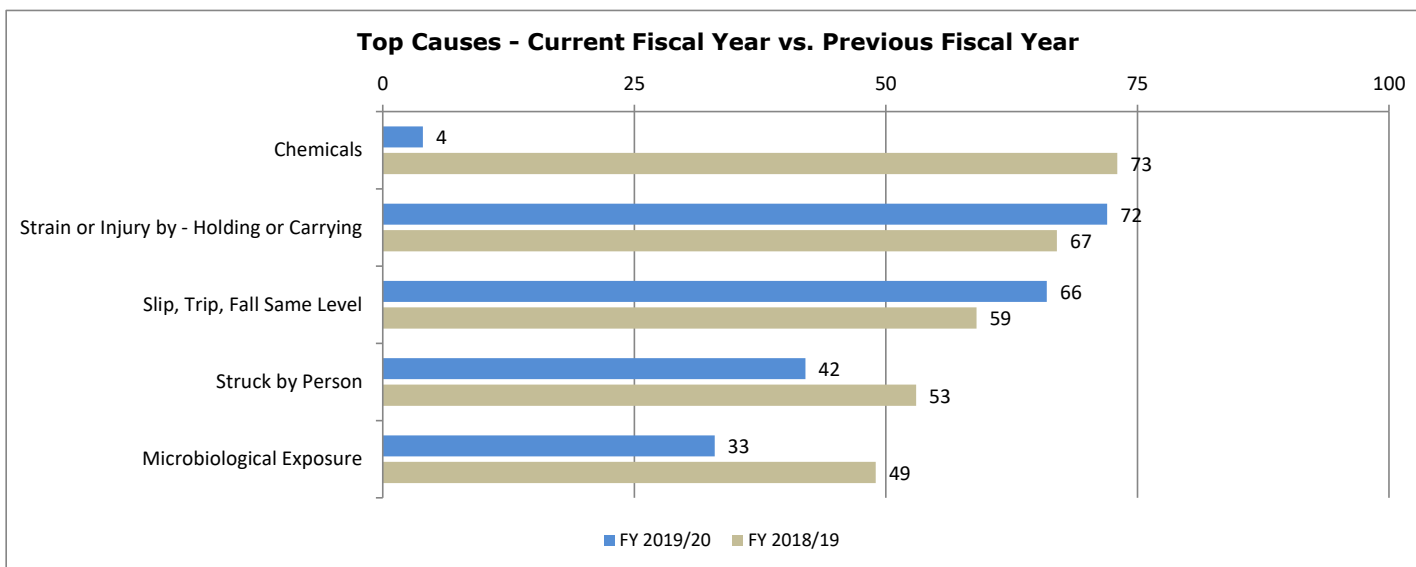
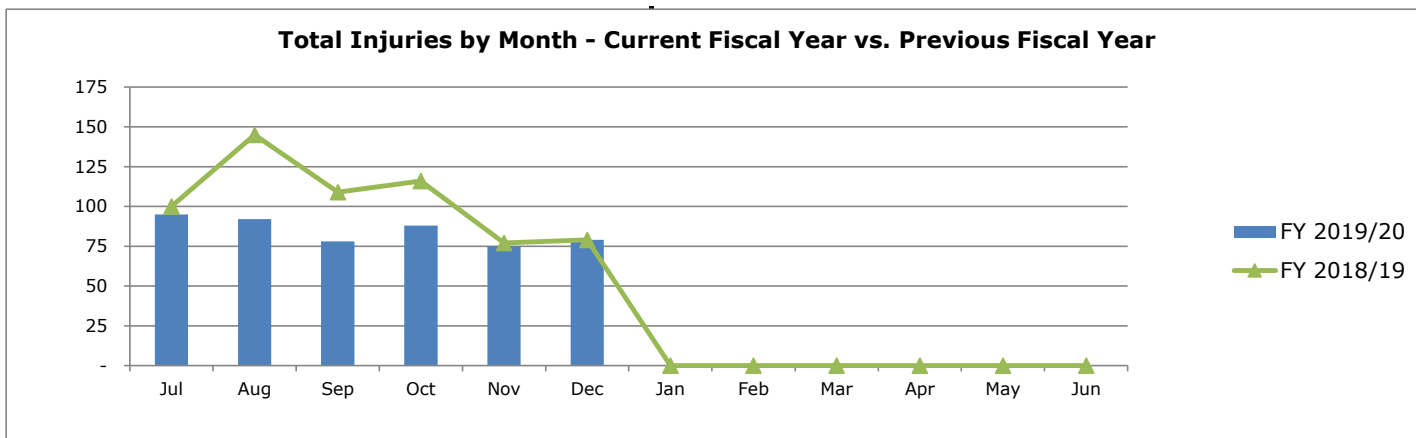
Safety Scorecard - Corrections

Reduction Goal **3%**

Year to Date Goal **19.0%** ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
507	\$2,083,375	\$8,456,262	626	\$1,667,498	\$5,759,826	-119	\$415,877	\$2,696,435



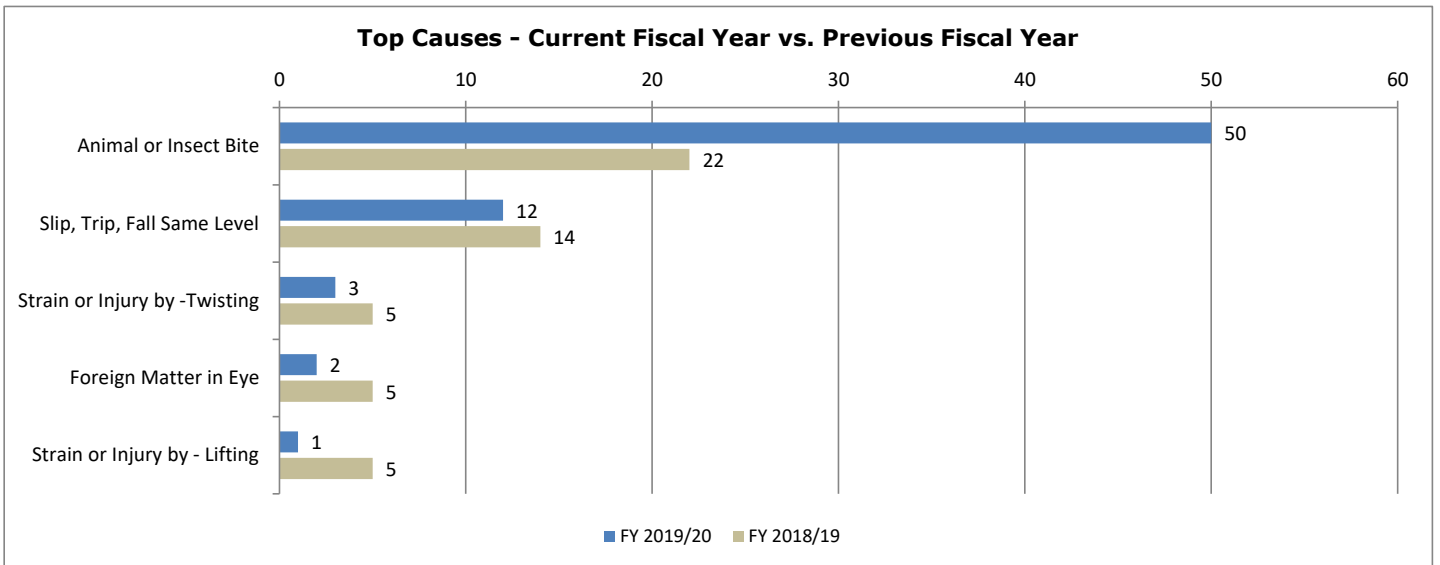
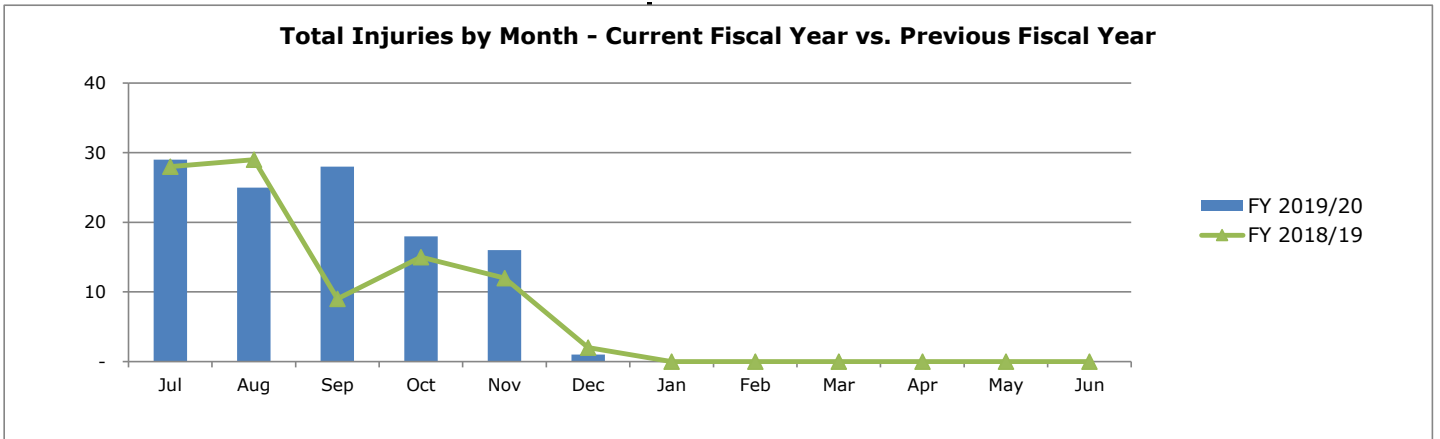
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	54	41	95	\$778,979	\$1,685,994	5.0% ★	64	36	100	\$409,077	\$891,704
Aug	54	38	92	\$514,829	\$1,727,148	23.7% ★	106	39	145	\$490,460	\$1,113,335
Sep	45	33	78	\$355,921	\$1,487,130	25.1% ★	91	18	109	\$348,778	\$599,881
Oct	57	31	88	\$318,800	\$1,343,552	24.9% ★	76	40	116	\$262,976	\$1,159,023
Nov	50	25	75	\$100,373	\$1,336,184	21.8% ★	46	31	77	\$133,866	\$1,392,685
Dec	63	16	79	\$14,473	\$876,254	19.0% ★	61	18	79	\$22,341	\$603,197
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	323	184	507	\$2,083,375	\$8,456,262		444	182	626	\$1,667,498	\$5,759,826

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ▲
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
117	\$244,163	\$887,875	95	\$274,252	\$1,239,963	22	-\$30,090	-\$352,088



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	27	2	29	\$36,093	\$132,055	* ✘	24	4	28	\$56,913	\$191,610
Aug	20	5	25	\$66,977	\$207,337	5.3% ★	24	5	29	\$60,253	\$109,902
Sep	26	2	28	\$18,586	\$28,092	* ✘	6	3	9	\$22,060	\$84,852
Oct	15	3	18	\$116,404	\$476,403	* ✘	11	4	15	\$131,048	\$820,436
Nov	15	1	16	\$6,102	\$42,988	* ✘	11	1	12	\$3,828	\$22,014
Dec	1	0	1	\$0	\$1,000	* ✘	1	1	2	\$149	\$11,149
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	104	13	117	\$244,163	\$887,875		77	18	95	\$274,252	\$1,239,963

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Safety Scorecard - Drug and Alcohol Programs

Reduction Goal

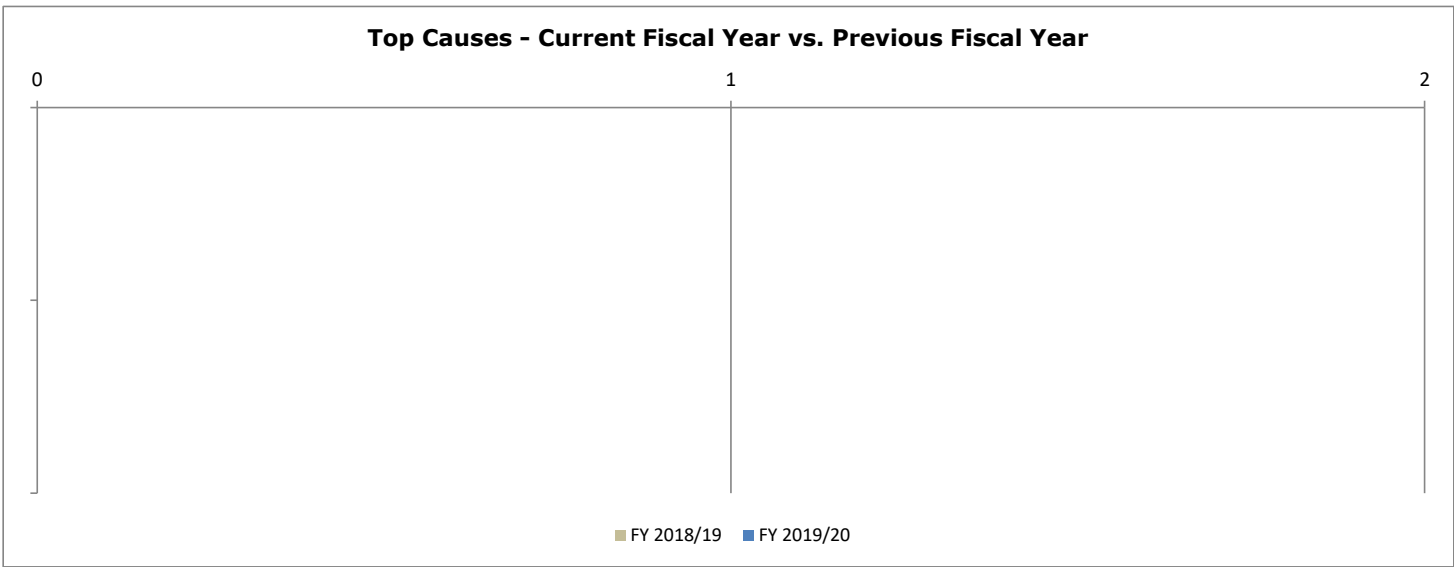
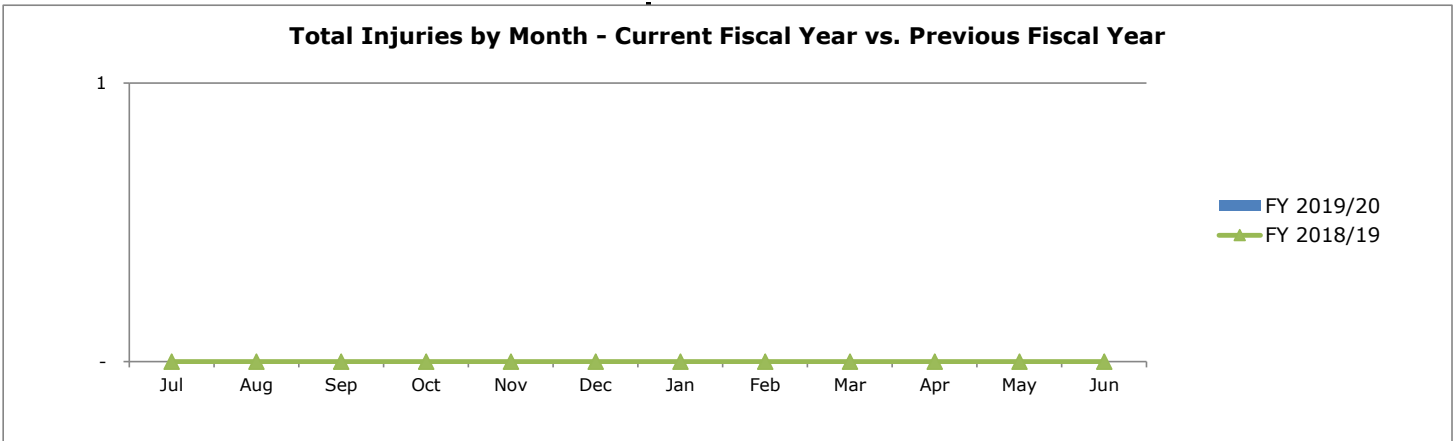
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



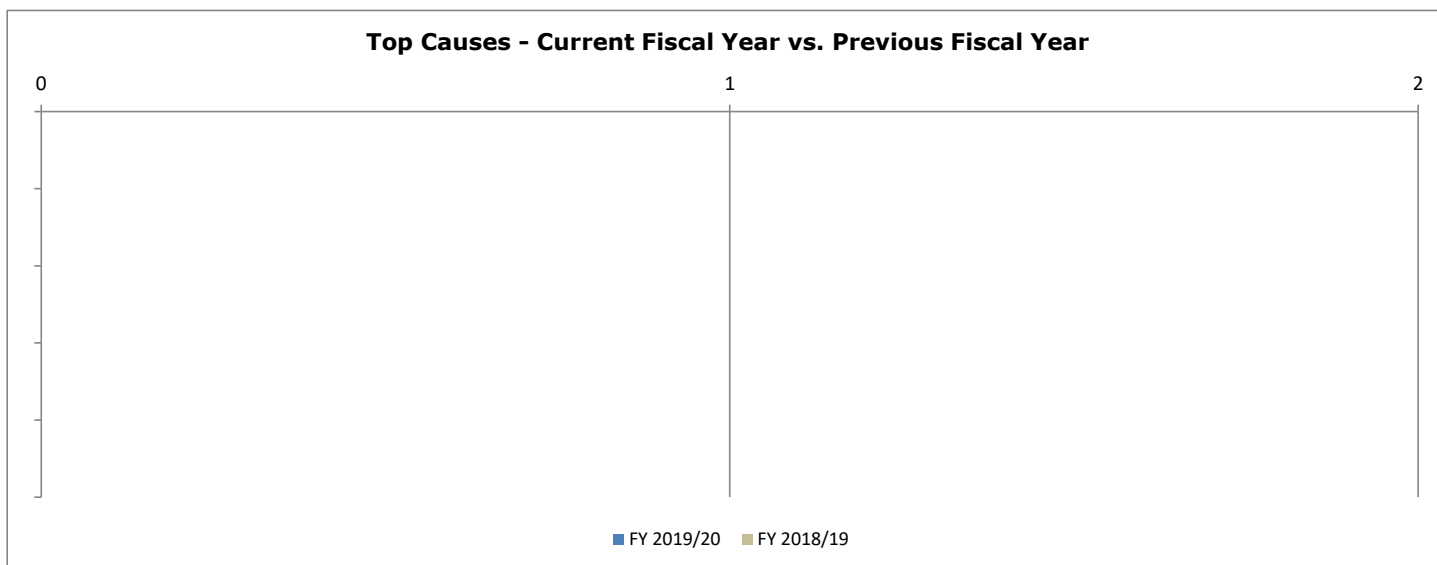
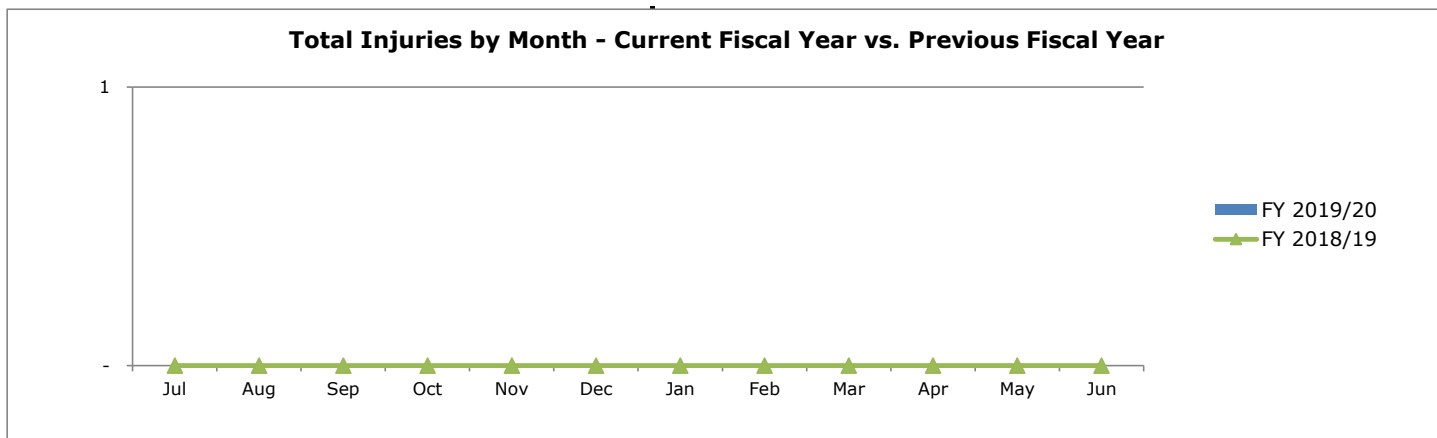
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✖
 0% - 2.24% reduction ✖

Safety Scorecard - Education

Reduction Goal

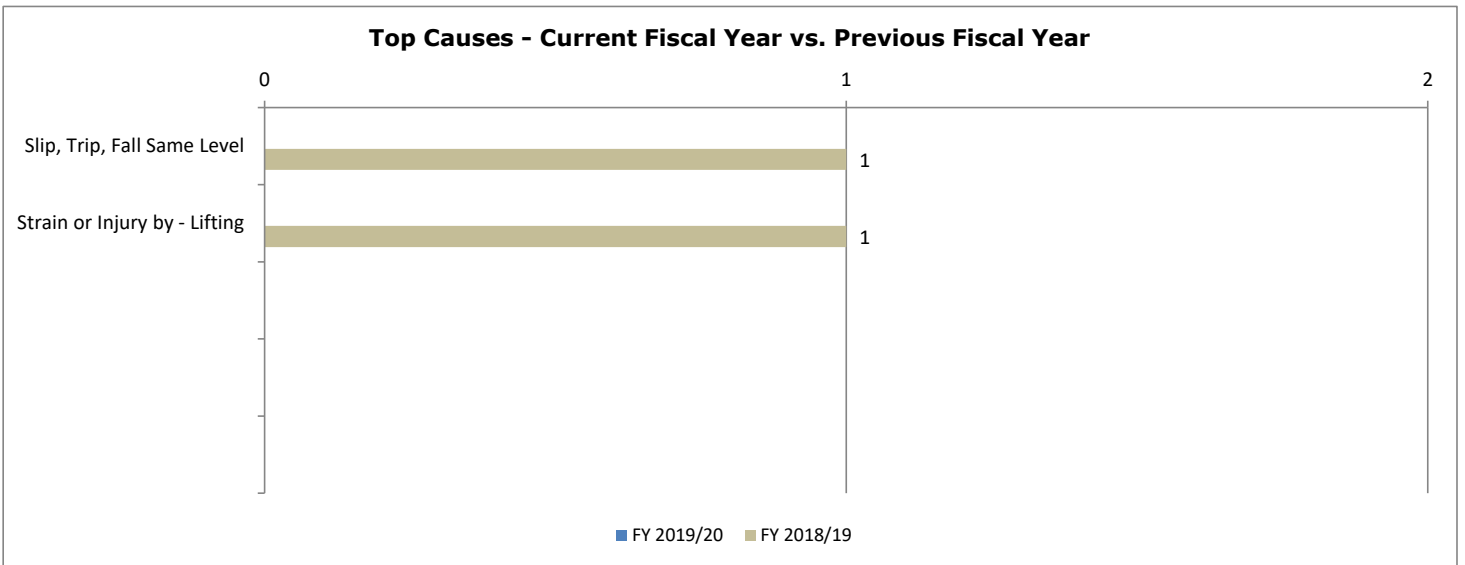
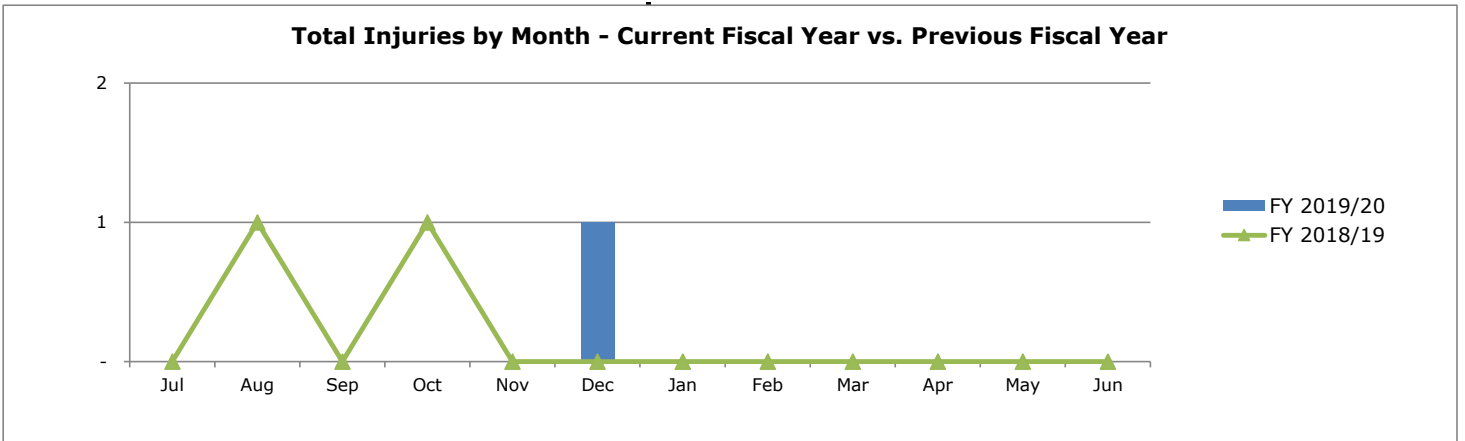
3%

Year to Date Goal

50.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$60	\$5,000	2	\$2,394	\$2,394	-1	-\$2,334	\$2,606



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$2,267	\$2,267
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$127	\$127
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	1	0	1	\$60	\$5,000	50.0% ★	0	0	0	\$0	\$0
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	1	0	1	\$60	\$5,000		2	0	2	\$2,394	\$2,394

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✖
 0% - 2.24% reduction ✖

Safety Scorecard - Emergency Management

Reduction Goal

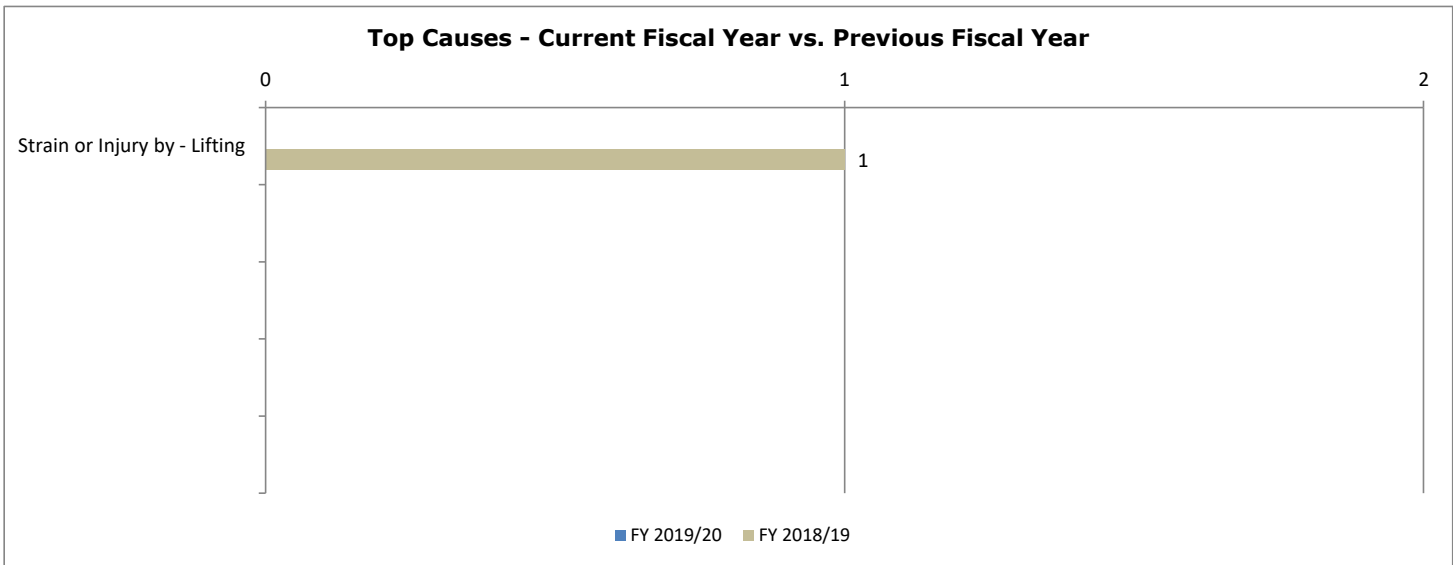
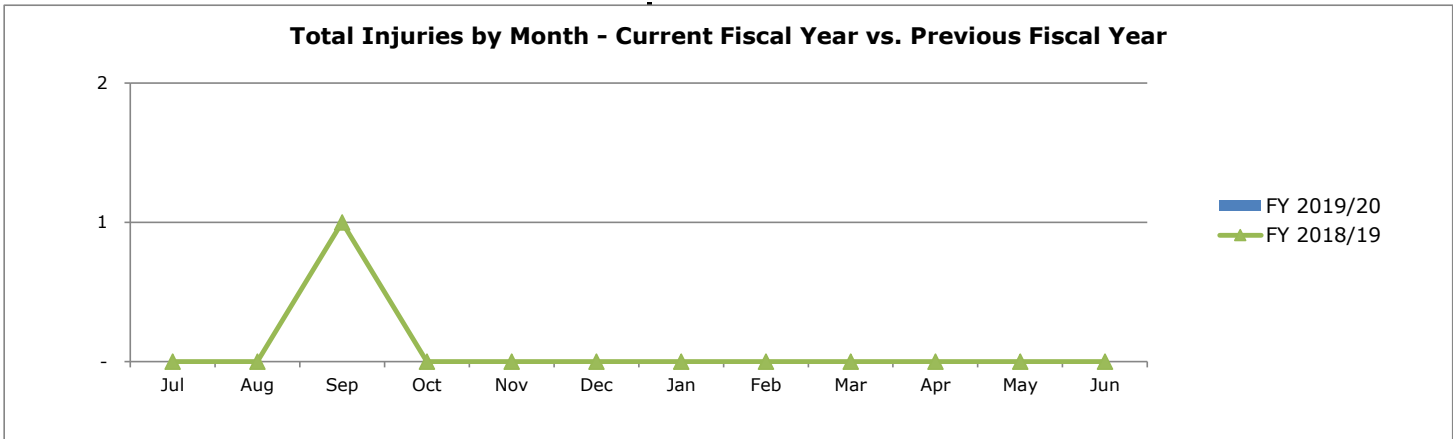
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	1	\$11,377	\$123,298	-1	-\$11,377	-\$123,298



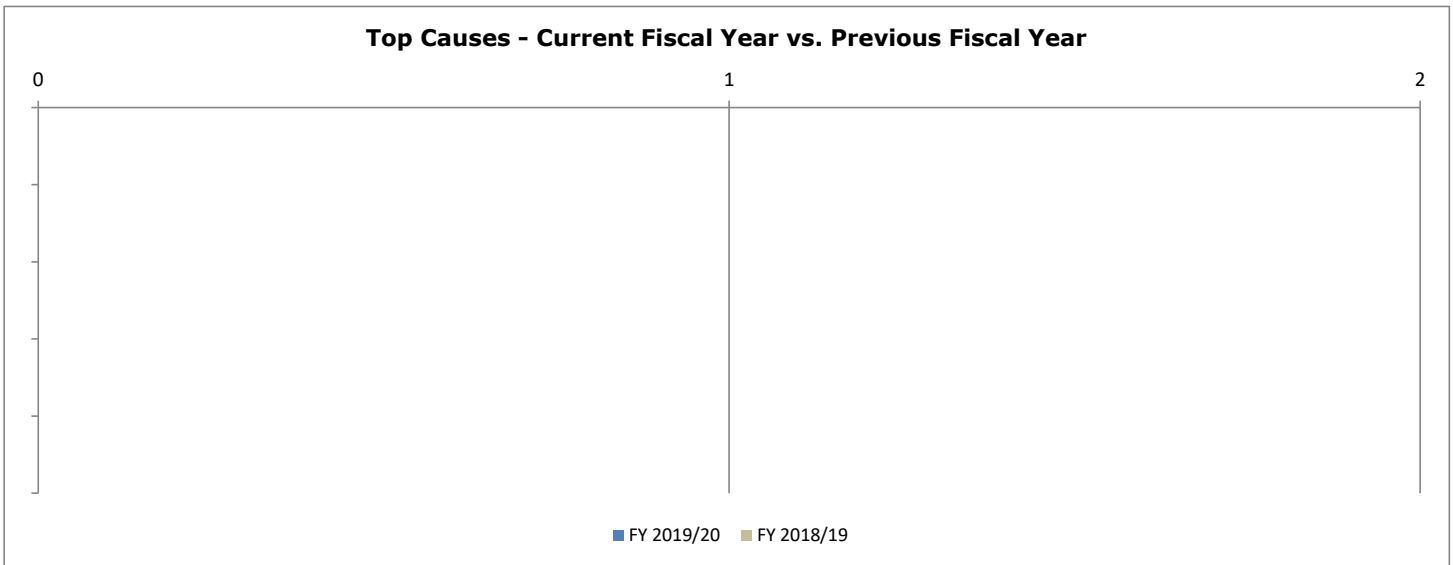
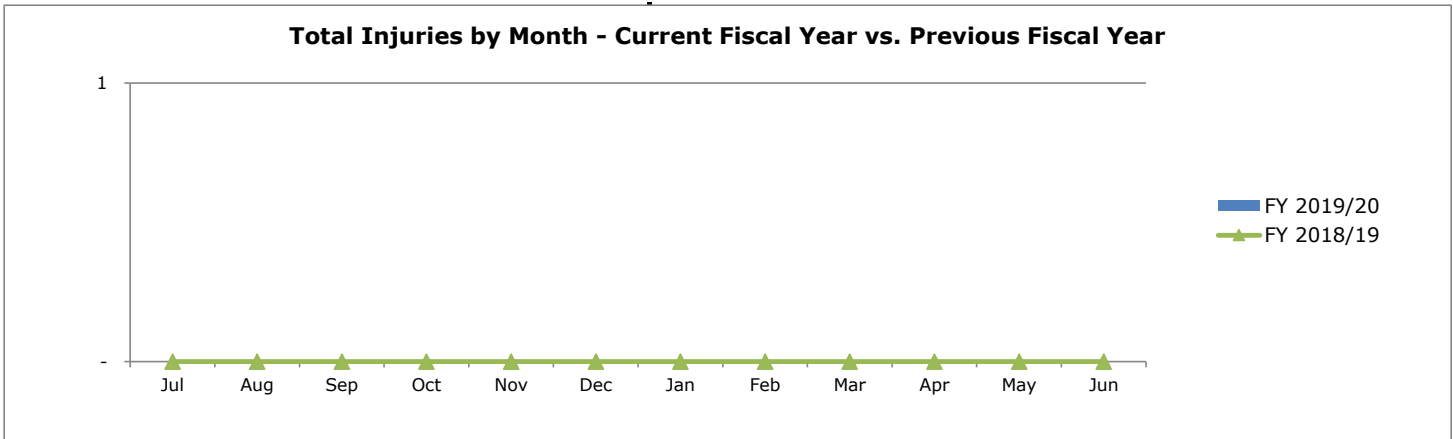
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	1	1	\$11,377	\$123,298
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	1	1	\$11,377	\$123,298

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✖
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Safety Scorecard - Environmental Protection

Reduction Goal

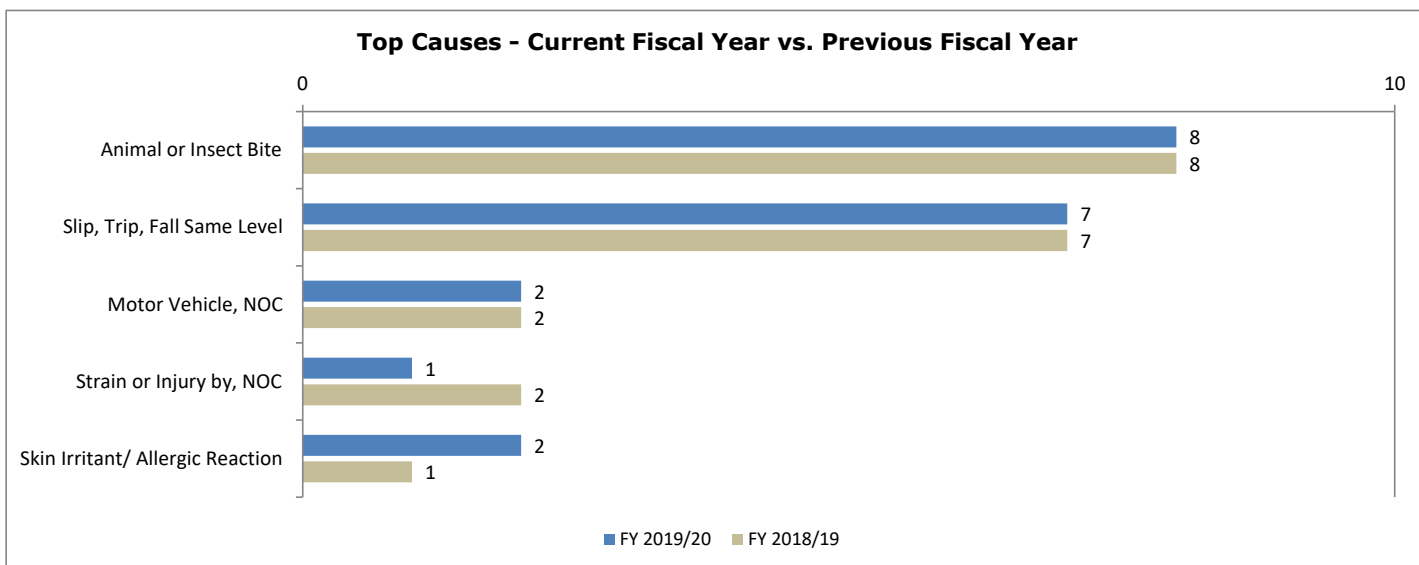
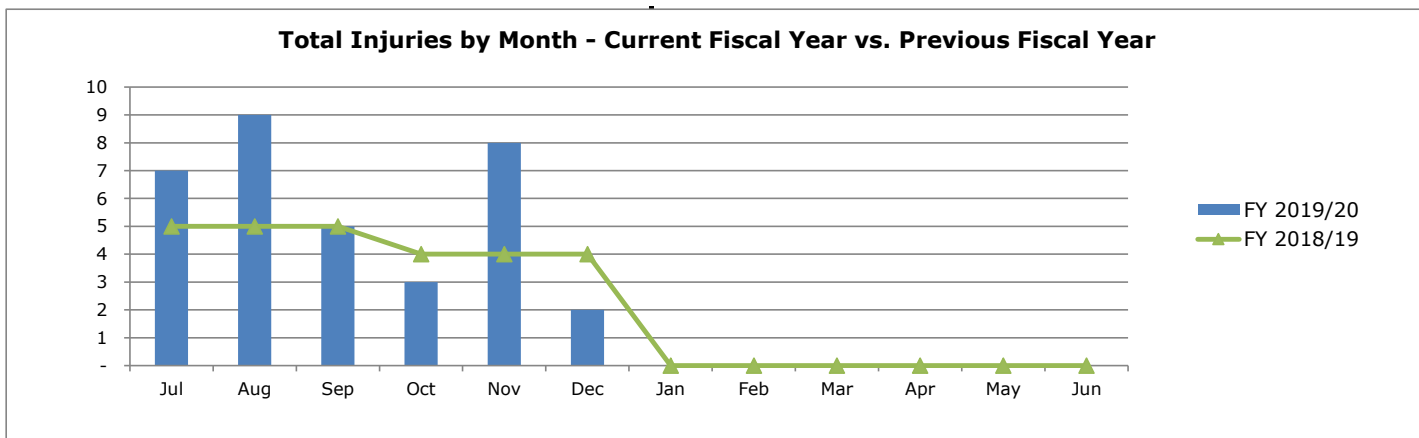
3%

Year to Date Goal

* X

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
34	\$53,524	\$145,473	27	\$34,690	\$96,317	7	\$18,834	\$49,156



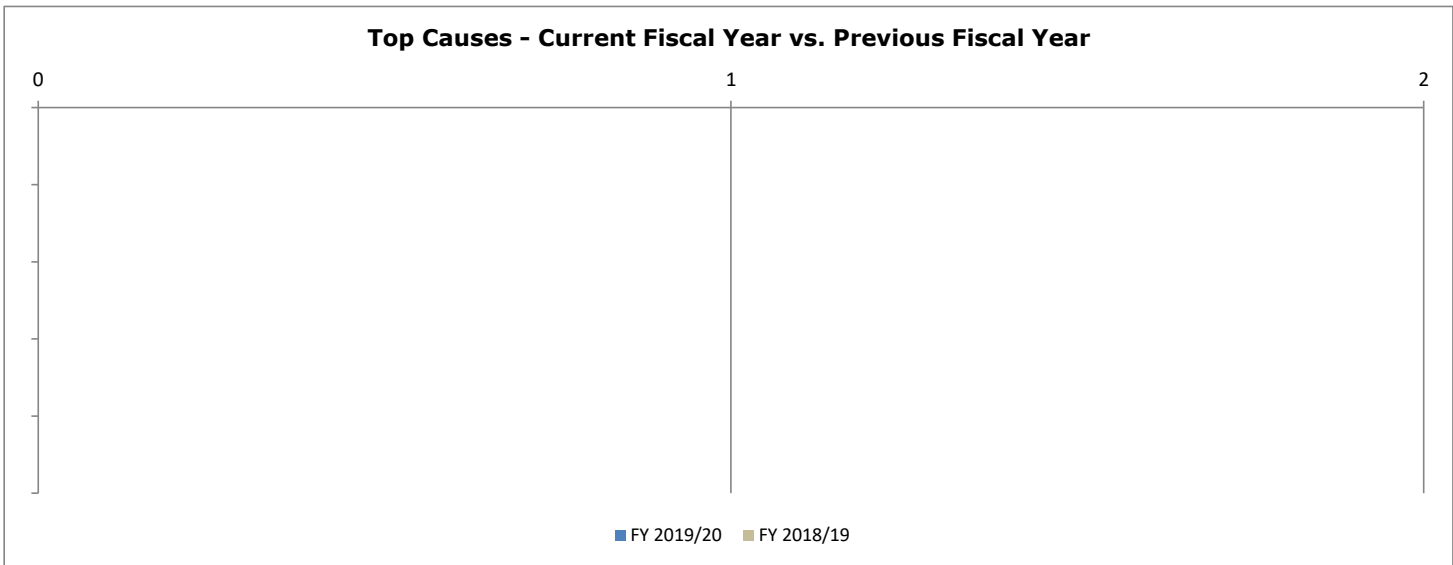
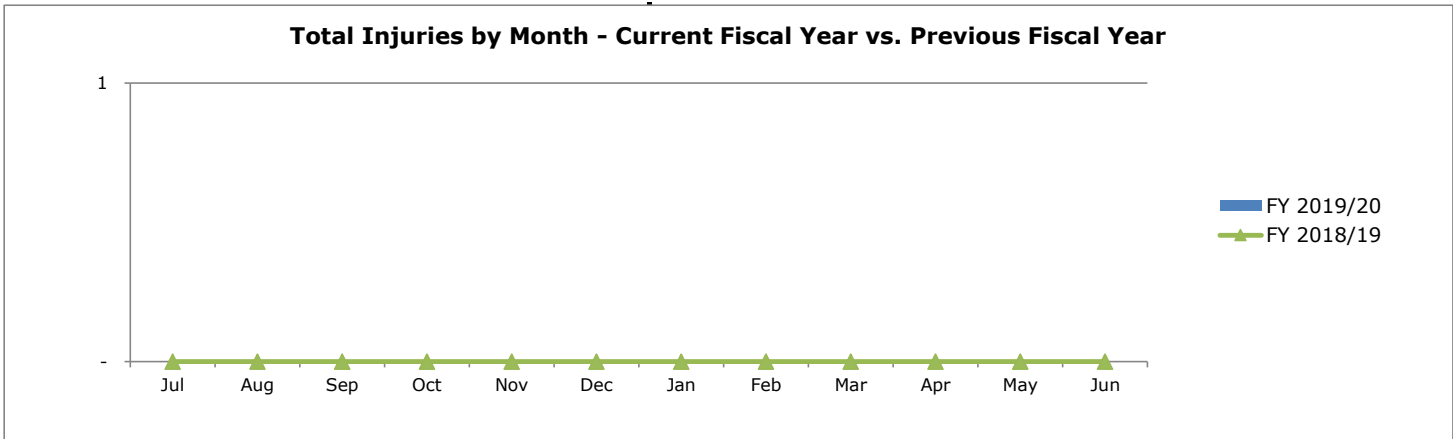
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	7	0	7	\$2,525	\$2,525	* X	4	1	5	\$23,573	\$59,212
Aug	8	1	9	\$33,288	\$50,099	* X	5	0	5	\$2,407	\$2,407
Sep	5	0	5	\$1,787	\$2,877	* X	4	1	5	\$6,803	\$19,486
Oct	3	0	3	\$669	\$2,748	* X	4	0	4	\$1,320	\$1,320
Nov	6	2	8	\$15,255	\$85,225	* X	4	0	4	\$587	\$3,746
Dec	2	0	2	\$0	\$2,000	* X	3	1	4	\$0	\$10,146
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	31	3	34	\$53,524	\$145,473		24	3	27	\$34,690	\$96,317

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ★
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



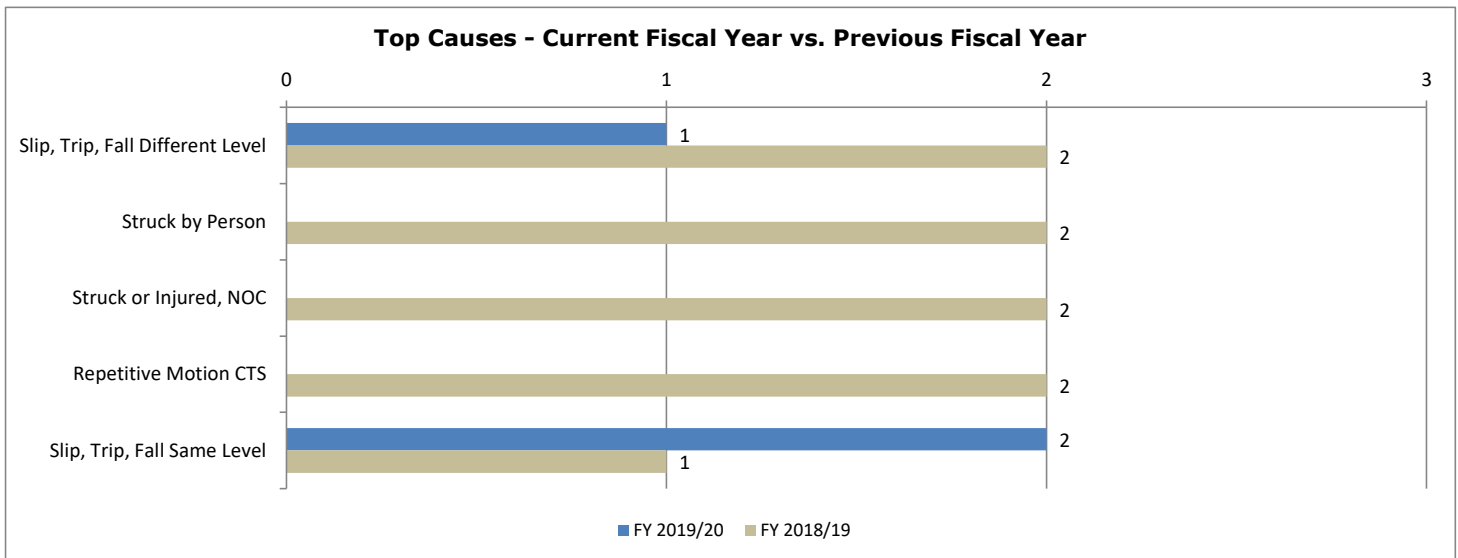
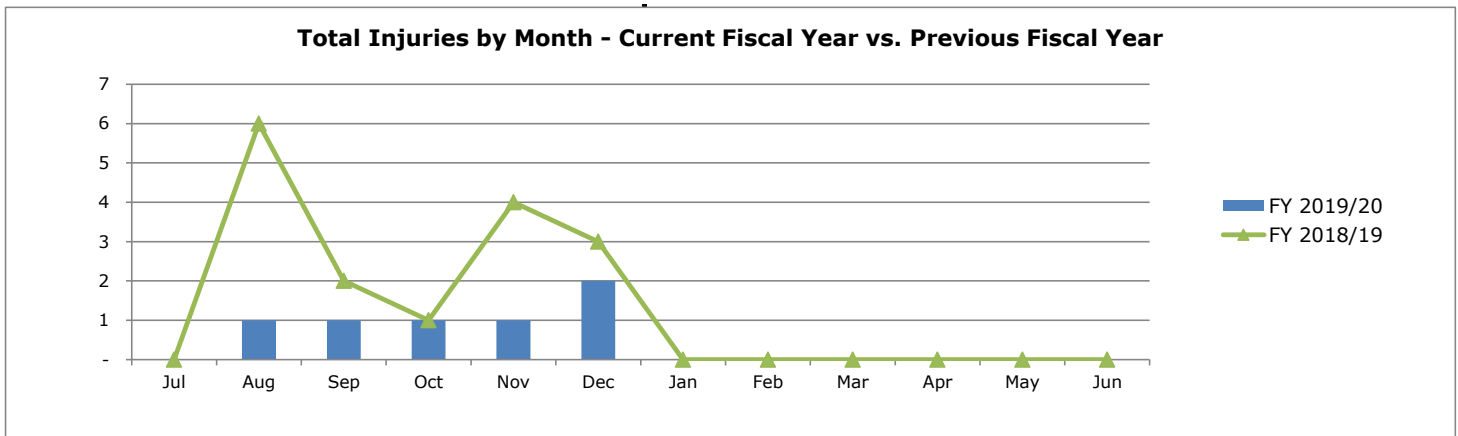
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
6	\$3,329	\$8,048	16	\$23,522	\$36,853	-10	-\$20,193	-\$28,805



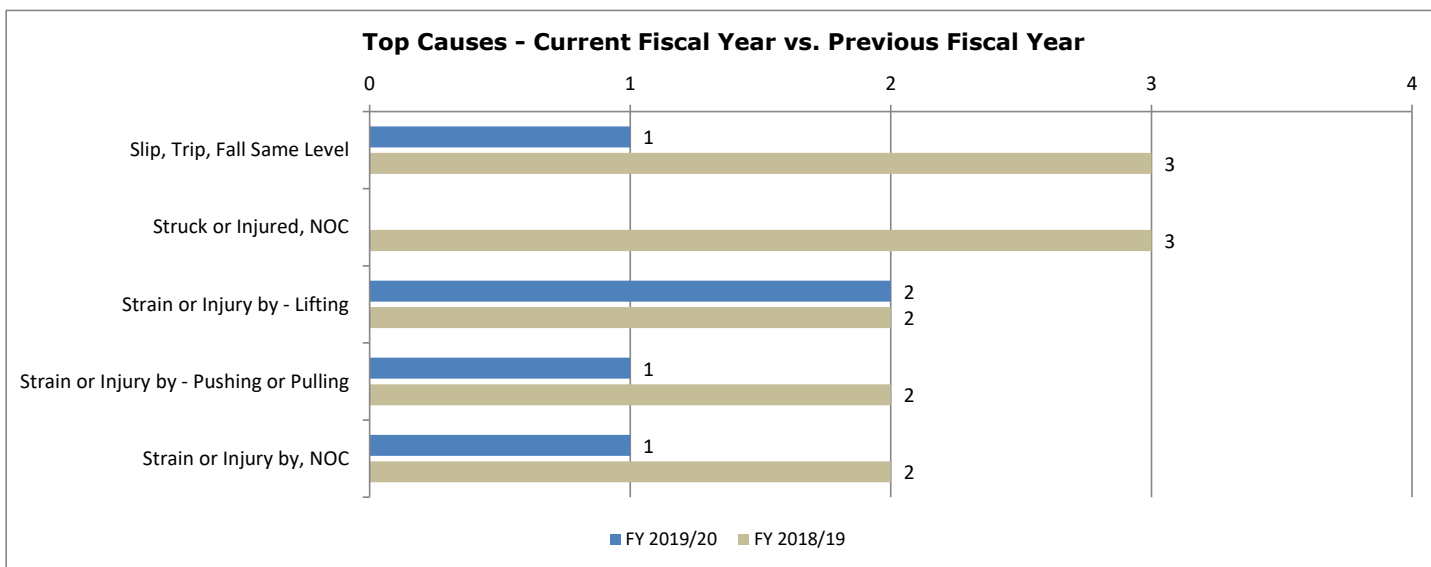
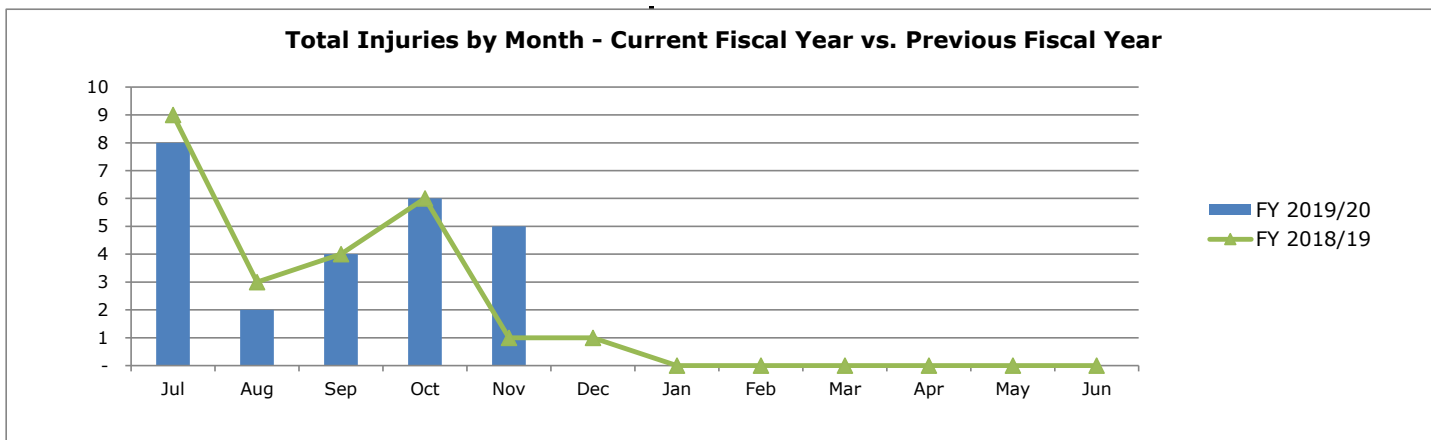
	FY 2019/20						Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost	Medical		Lost Time	Total	Paid in Year	Projected Cost	
Jul	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Aug	1	0	1	\$1,122	\$1,122	83.3%	★	5	1	6	\$21,296	\$21,652
Sep	1	0	1	\$200	\$200	75.0%	★	2	0	2	\$1,229	\$1,229
Oct	1	0	1	\$726	\$726	66.7%	★	1	0	1	\$0	\$2,500
Nov	1	0	1	\$1,281	\$5,000	69.2%	★	4	0	4	\$816	\$5,472
Dec	2	0	2	\$0	\$1,000	62.5%	★	3	0	3	\$181	\$6,000
Jan	-	-	-	-	-	-	-	-	-	-	-	-
Feb	-	-	-	-	-	-	-	-	-	-	-	-
Mar	-	-	-	-	-	-	-	-	-	-	-	-
Apr	-	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-	-
Jun	-	-	-	-	-	-	-	-	-	-	-	-
Total	6	0	6	\$3,329	\$8,048			15	1	16	\$23,522	\$36,853

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
25	\$31,172	\$62,813	24	\$74,325	\$188,201	1	-\$43,153	-\$125,388



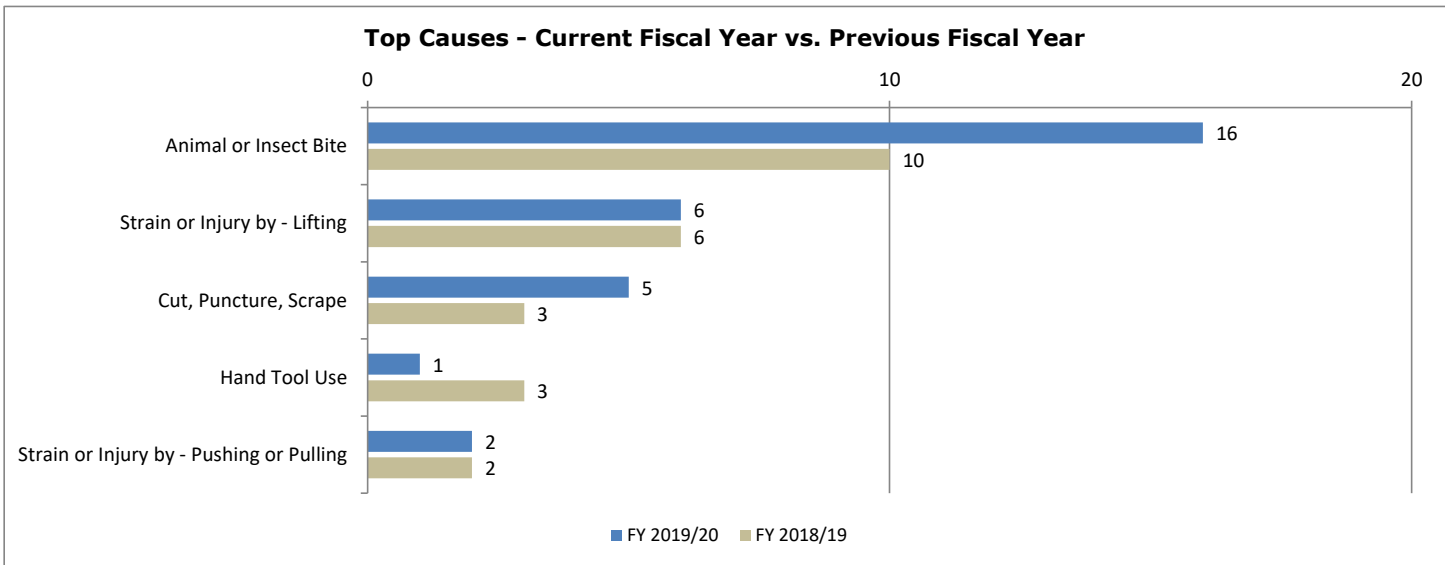
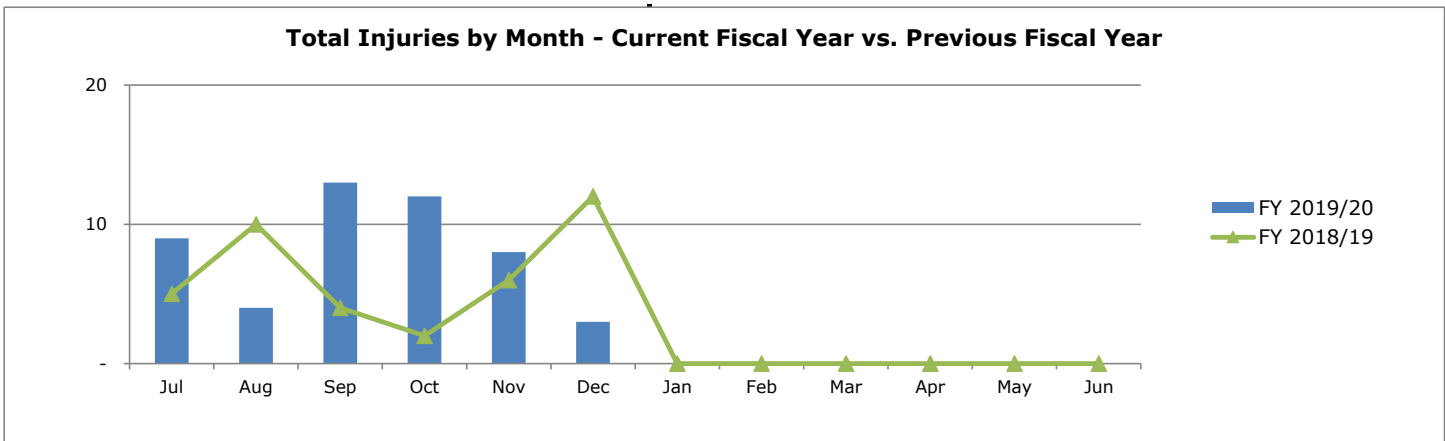
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	8	0	8	\$7,080	\$7,154	11.1% ★	7	2	9	\$52,701	\$144,165
Aug	2	0	2	\$1,185	\$1,185	16.7% ★	3	0	3	\$9,489	\$9,630
Sep	3	1	4	\$18,979	\$38,817	12.5% ★	3	1	4	\$9,295	\$9,295
Oct	4	2	6	\$3,451	\$3,451	9.1% ★	5	1	6	\$2,611	\$2,611
Nov	4	1	5	\$477	\$12,206	* ✗	1	0	1	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✗	0	1	1	\$229	\$22,500
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	21	4	25	\$31,172	\$62,813		19	5	24	\$74,325	\$188,201

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✗

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
49	\$173,117	\$279,122	39	\$45,011	\$208,035	10	\$128,107	\$71,087



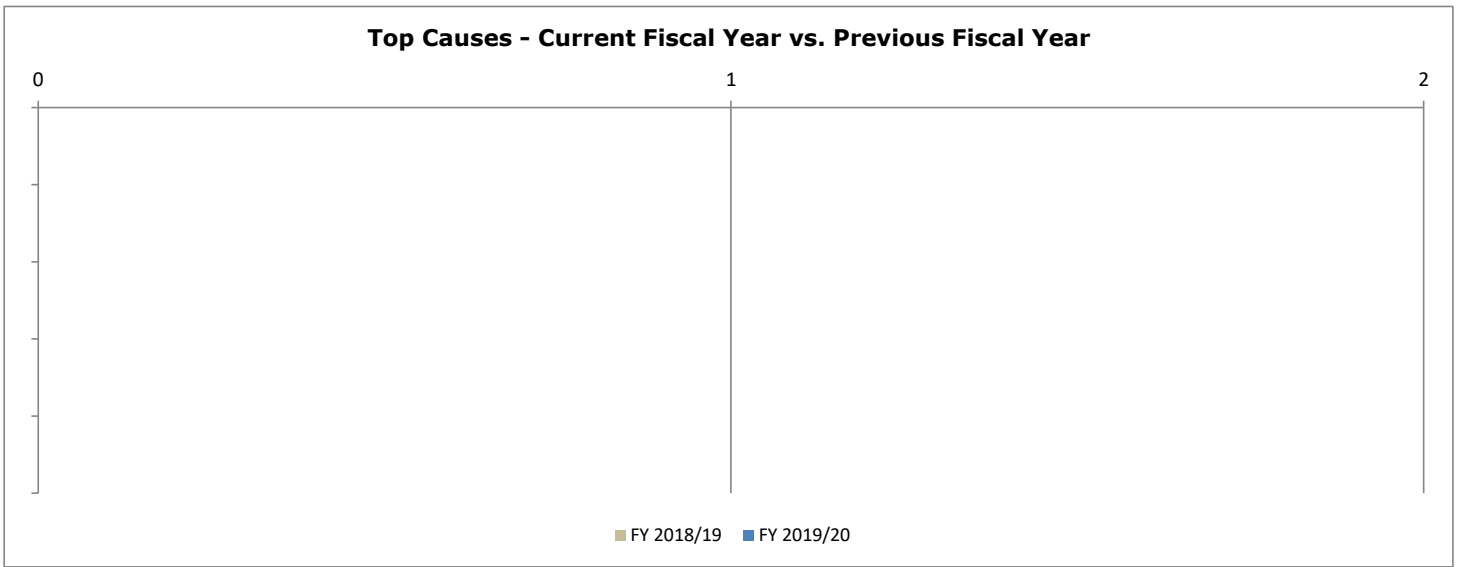
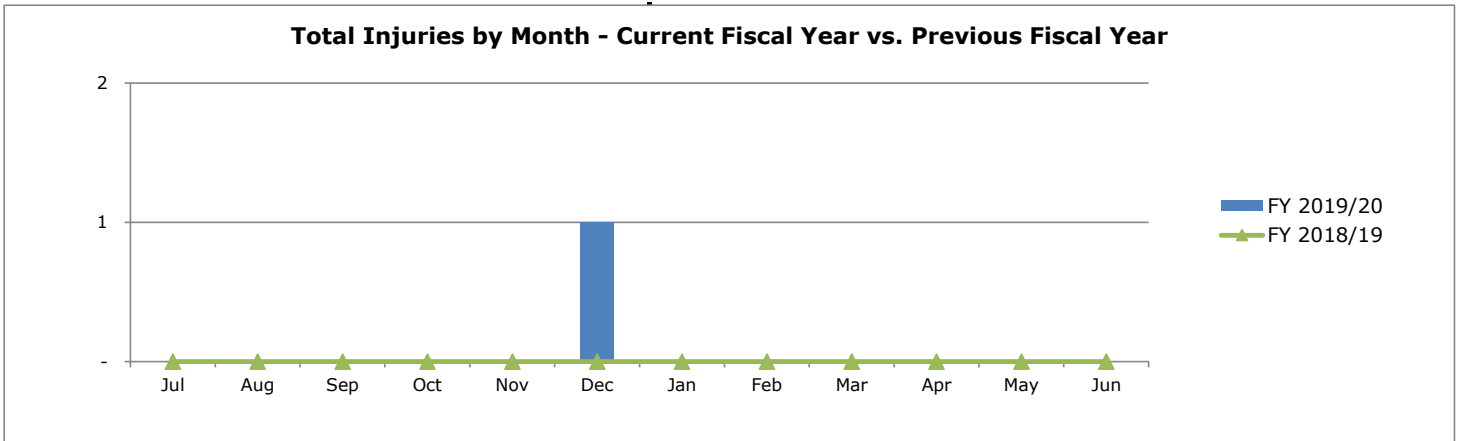
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	8	1	9	\$128,452	\$192,565	* ✘	3	2	5	\$2,864	\$2,864
Aug	2	2	4	\$23,389	\$23,389	13.3% ★	8	2	10	\$26,601	\$89,139
Sep	12	1	13	\$4,257	\$4,718	* ✘	3	1	4	\$4,313	\$4,313
Oct	9	3	12	\$15,947	\$43,773	* ✘	1	1	2	\$10,332	\$48,206
Nov	8	0	8	\$1,073	\$7,677	* ✘	6	0	6	\$514	\$2,514
Dec	3	0	3	\$0	\$7,000	* ✘	9	3	12	\$387	\$61,000
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	42	7	49	\$173,117	\$279,122		30	9	39	\$45,011	\$208,035

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◼
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$0	\$1,000	0	\$0	\$0	1	\$0	\$1,000



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	1	0	1	\$0	\$1,000	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	1	0	1	\$0	\$1,000		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Safety Scorecard - General Services

Reduction Goal

3%

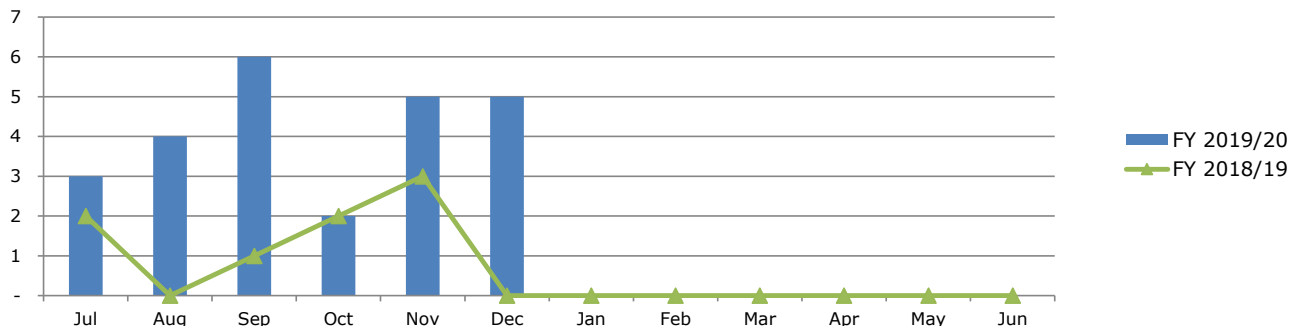
Year to Date Goal

* ✘

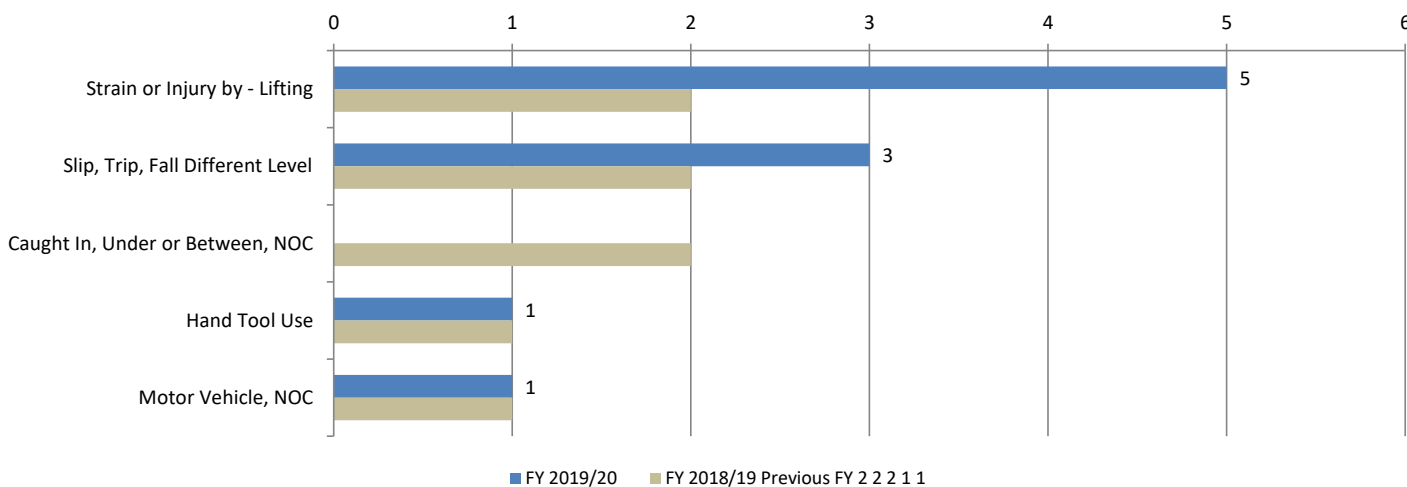
Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
25	\$25,851	\$131,649	8	\$18,275	\$88,626	17	\$7,576	\$43,024

Total Injuries by Month - Current Fiscal Year vs. Previous Fiscal Year



Top Causes - Current Fiscal Year vs. Previous Fiscal Year



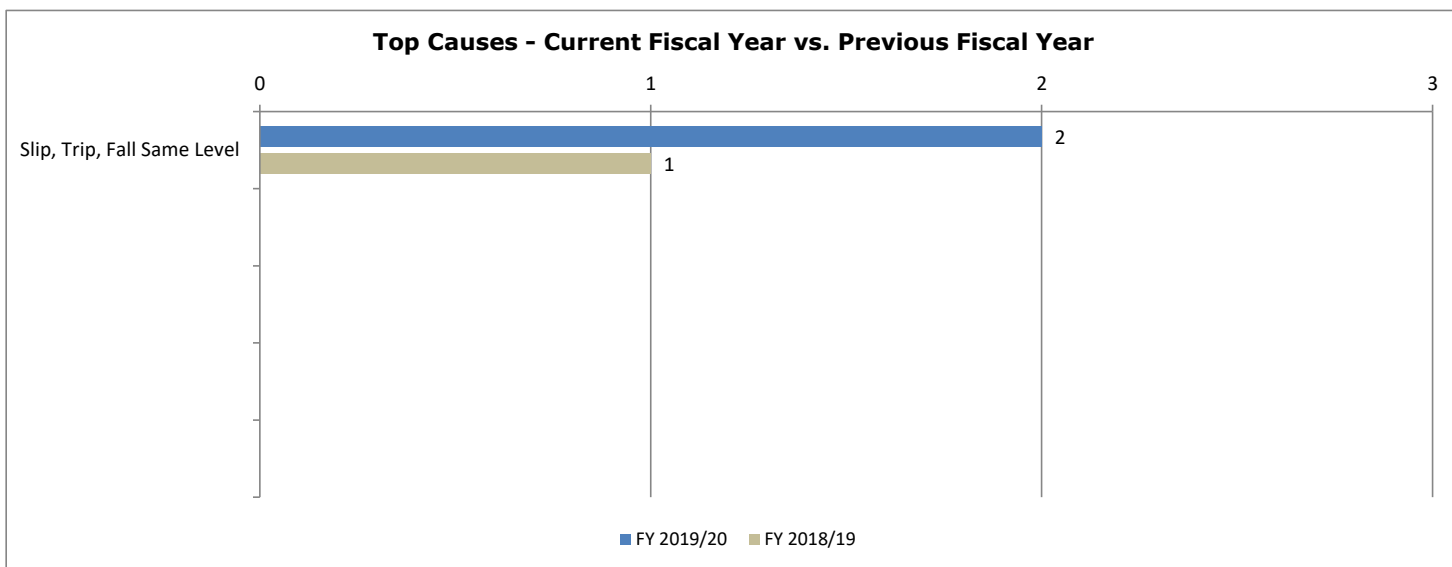
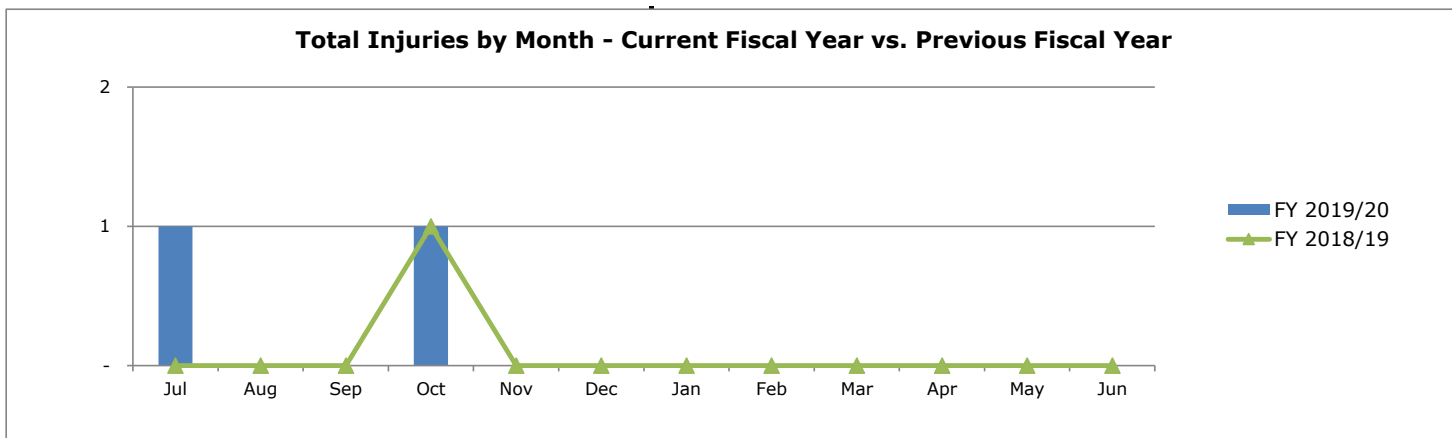
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	2	1	3	\$8,596	\$34,794	* ✘	0	2	2	\$16,130	\$16,130
Aug	3	1	4	\$5,660	\$6,034	* ✘	0	0	0	\$0	\$0
Sep	3	3	6	\$8,034	\$34,890	* ✘	1	0	1	\$1,149	\$4,500
Oct	2	0	2	\$1,269	\$1,269	* ✘	2	0	2	\$337	\$337
Nov	2	3	5	\$1,683	\$18,500	* ✘	2	1	3	\$660	\$67,659
Dec	4	1	5	\$610	\$36,162	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	16	9	25	\$25,851	\$131,649		5	3	8	\$18,275	\$88,626

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ★
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
2	\$1,043	\$1,043	1	\$1,891	\$4,500	1	-\$848	-\$3,457



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	0	1	\$304	\$304	* ✗	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	* ✗	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	* ✗	0	0	0	\$0	\$0
Oct	1	0	1	\$739	\$739	* ✗	1	0	1	\$1,891	\$4,500
Nov	0	0	0	\$0	\$0	* ✗	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✗	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	2	0	2	\$1,043	\$1,043		1	0	1	\$1,891	\$4,500

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◼
 0% - 2.24% reduction ✗

Safety Scorecard - Health

Reduction Goal

3%

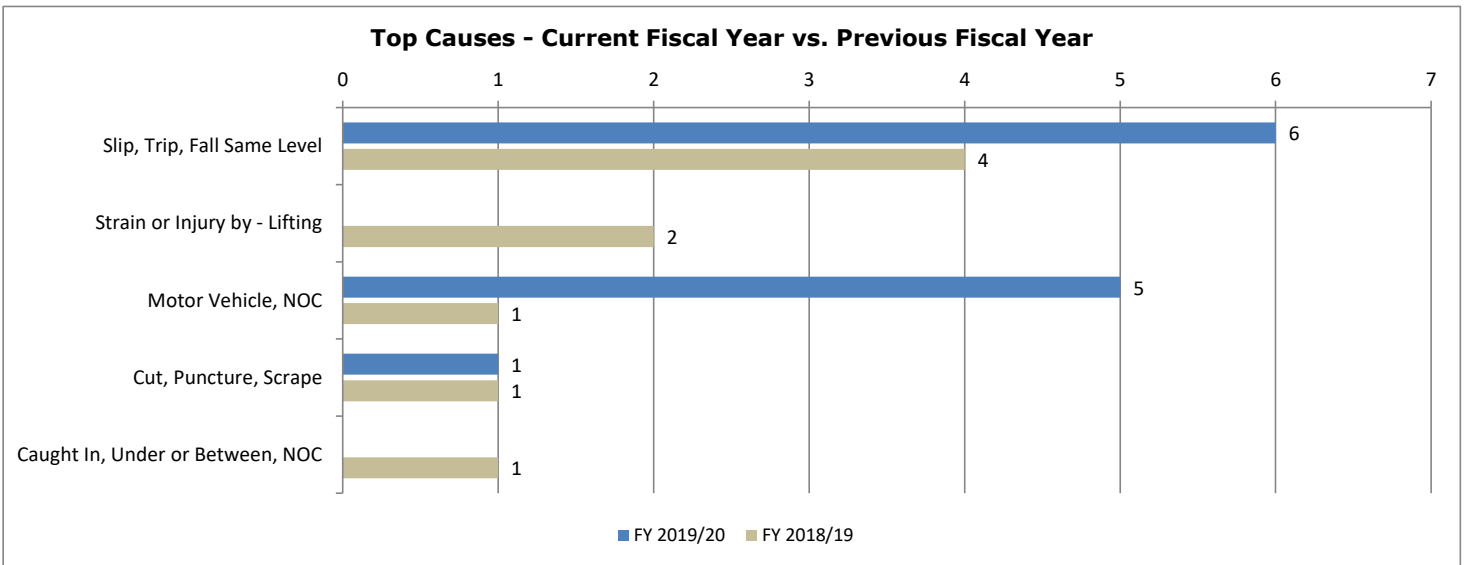
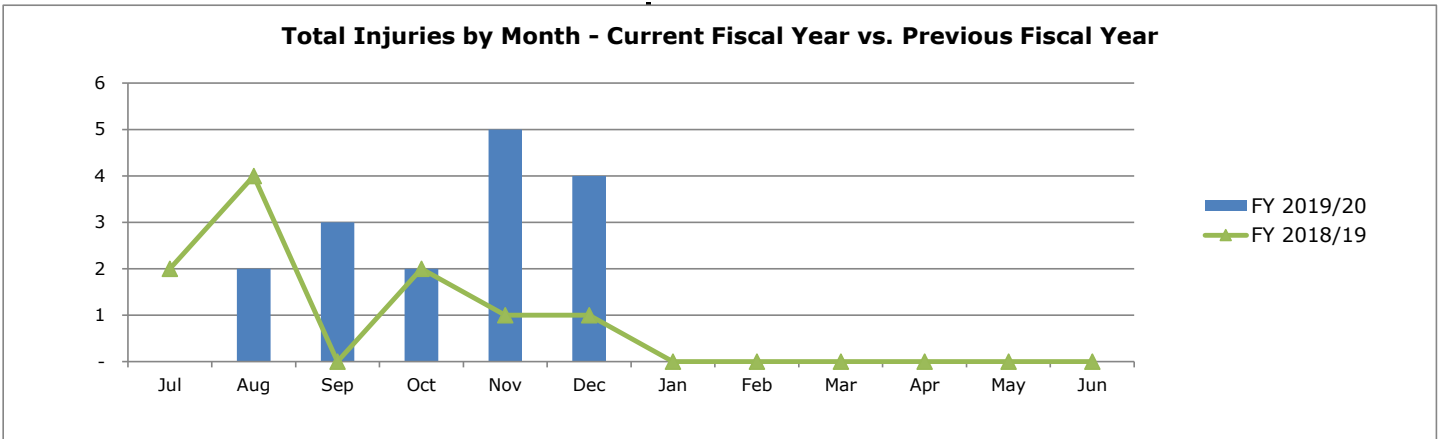
Year to Date Goal

*

✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
16	\$29,332	\$86,074	10	\$26,461	\$57,051	6	\$2,871	\$29,024



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	2	2	\$16,304	\$43,946
Aug	2	0	2	\$195	\$195	66.7% ★	4	0	4	\$2,442	\$2,442
Sep	2	1	3	\$25,594	\$72,994	16.7% ★	0	0	0	\$0	\$0
Oct	2	0	2	\$1,726	\$1,726	12.5% ★	2	0	2	\$7,299	\$7,747
Nov	5	0	5	\$1,804	\$5,659	* ✘	1	0	1	\$416	\$416
Dec	4	0	4	\$13	\$5,500	* ✘	1	0	1	\$0	\$2,500
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	15	1	16	\$29,332	\$86,074		8	2	10	\$26,461	\$57,051

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◼
 0% - 2.24% reduction ✘

Safety Scorecard - Health Care Cost

Reduction Goal

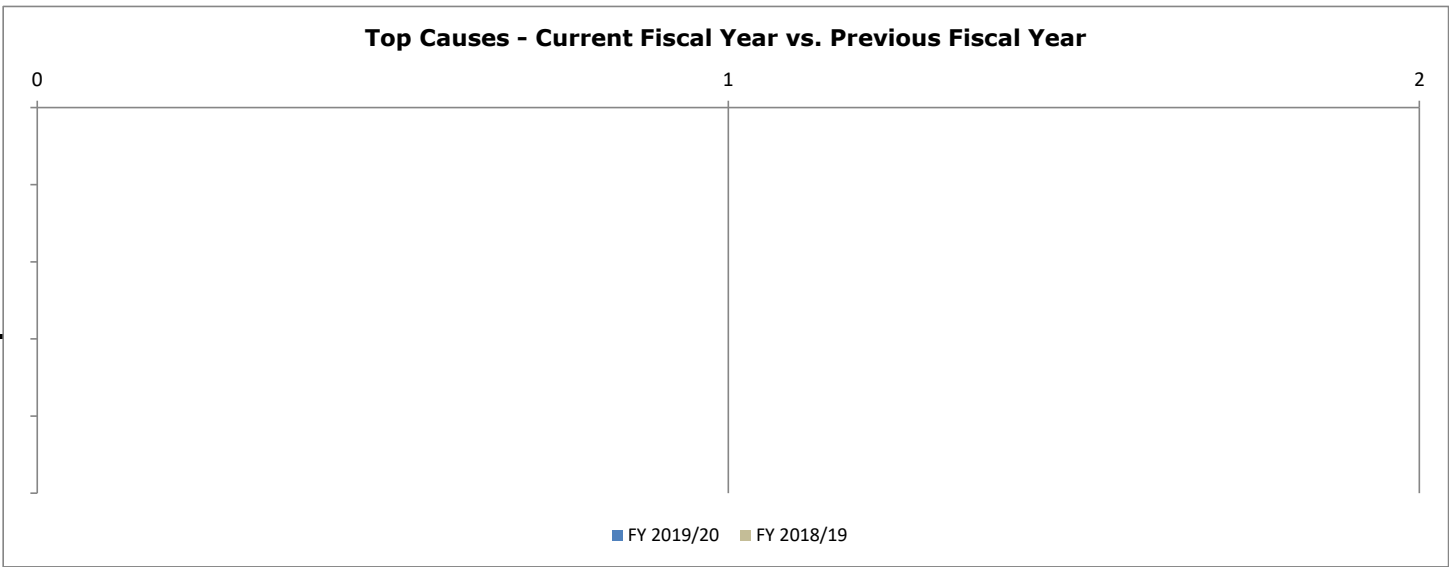
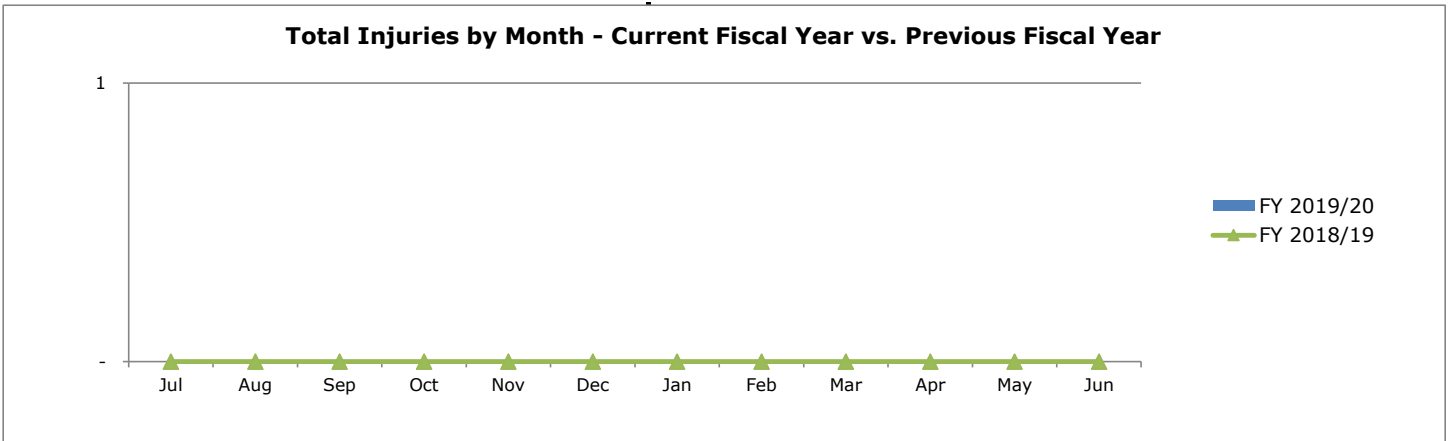
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



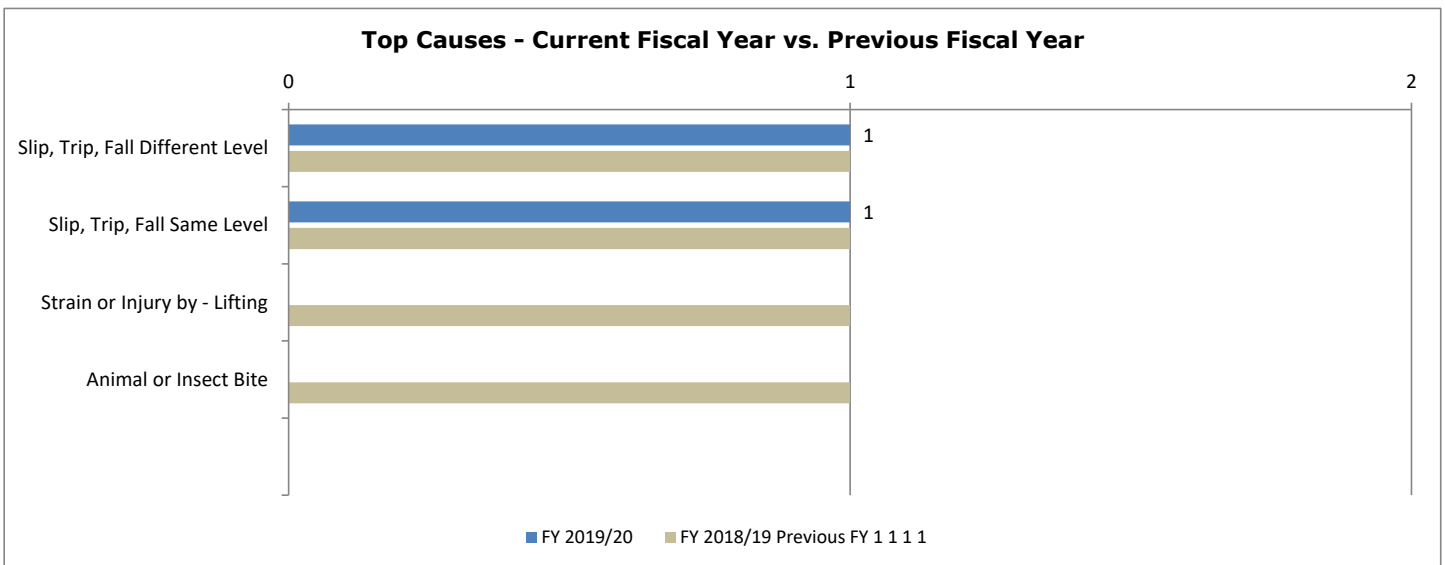
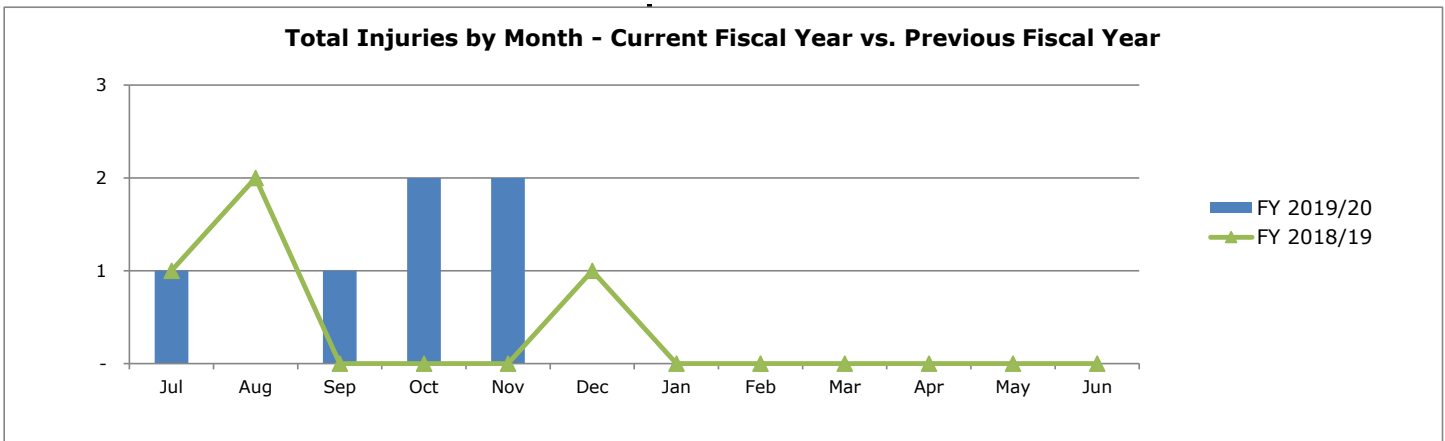
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
6	\$11,650	\$29,172	4	\$2,592	\$5,092	2	\$9,058	\$24,080



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	0	1	\$991	\$991	0.0% X	1	0	1	\$273	\$273
Aug	0	0	0	\$0	\$0	66.7% ★	2	0	2	\$2,319	\$2,319
Sep	1	0	1	\$5,755	\$5,755	33.3% ★	0	0	0	\$0	\$0
Oct	1	1	2	\$4,765	\$22,287	* X	0	0	0	\$0	\$0
Nov	2	0	2	\$139	\$139	* X	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* X	1	0	1	\$0	\$2,500
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	5	1	6	\$11,650	\$29,172		4	0	4	\$2,592	\$5,092

* If an (*) is present, there was an increase in injuries.

3% or greater reduction **★**
 2.25% - 2.9% reduction **▲**
 0% - 2.24% reduction **X**

Safety Scorecard - House of Representatives

Reduction Goal

3%

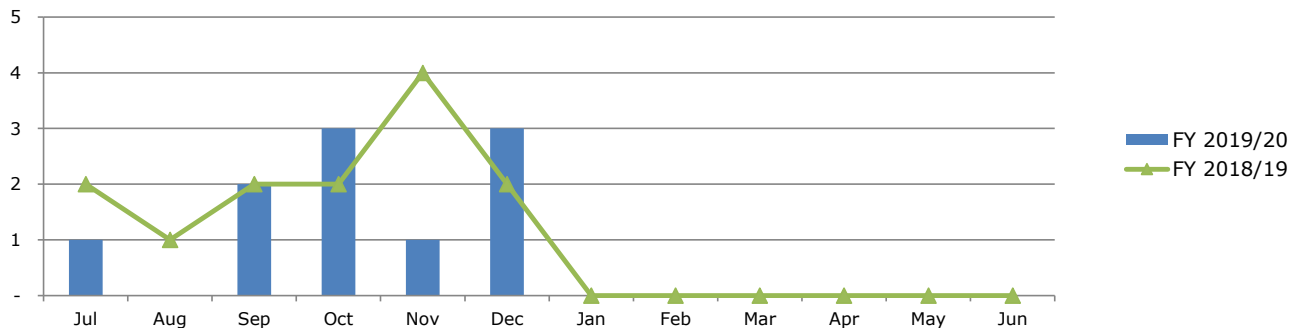
Year to Date Goal

23.1% ★

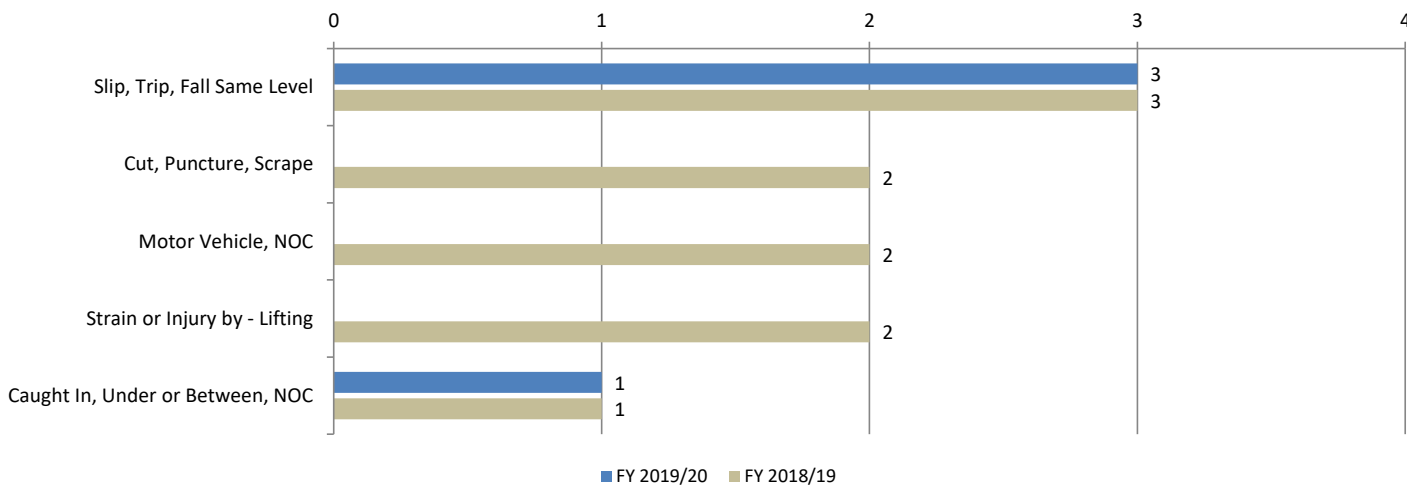
Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
10	\$39,059	\$64,101	13	\$8,764	\$19,233	-3	\$30,295	\$44,868

Total Injuries by Month - Current Fiscal Year vs. Previous Fiscal Year



Top Causes - Current Fiscal Year vs. Previous Fiscal Year



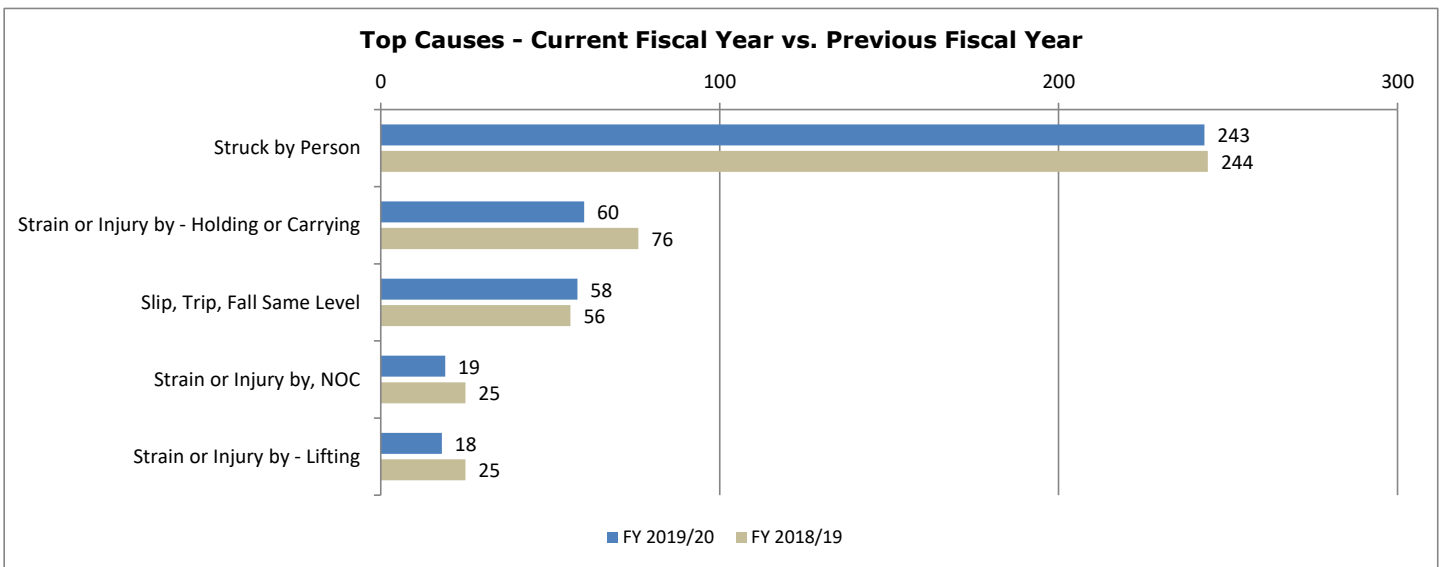
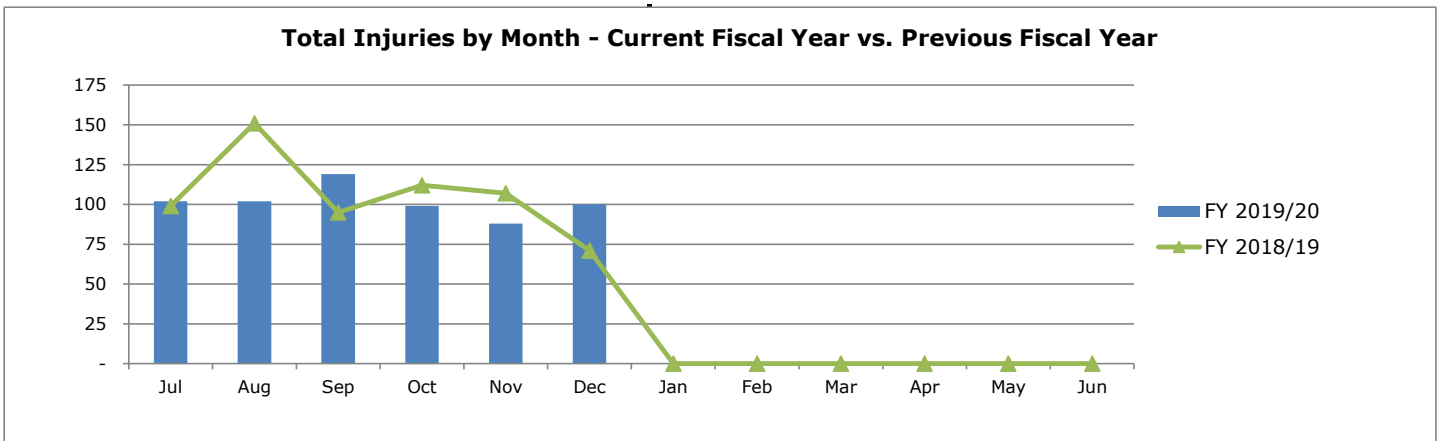
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	1	1	\$28,103	\$28,103	50.0% ★	2	0	2	\$3,435	\$3,435
Aug	0	0	0	\$0	\$0	66.7% ★	0	1	1	\$1,764	\$1,764
Sep	2	0	2	\$287	\$287	40.0% ★	2	0	2	\$1,589	\$2,500
Oct	3	0	3	\$7,013	\$8,211	14.3% ★	2	0	2	\$481	\$481
Nov	0	1	1	\$3,655	\$20,000	36.4% ★	4	0	4	\$1,469	\$7,553
Dec	3	0	3	\$0	\$7,500	23.1% ★	2	0	2	\$25	\$3,500
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	8	2	10	\$39,059	\$64,101		12	1	13	\$8,764	\$19,233

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
610	\$1,701,142	\$6,157,942	635	\$1,778,178	\$4,933,871	-25	-\$77,036	\$1,224,071



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	60	42	102	\$617,531	\$1,418,485	* ❌	68	31	99	\$416,814	\$952,337
Aug	62	40	102	\$456,477	\$1,267,059	18.4% ★	101	50	151	\$584,842	\$1,157,439
Sep	85	34	119	\$320,717	\$1,029,429	6.4% ★	67	28	95	\$291,245	\$657,506
Oct	73	26	99	\$181,008	\$800,892	7.7% ★	83	29	112	\$306,884	\$1,054,183
Nov	56	32	88	\$114,788	\$1,090,194	9.6% ★	77	30	107	\$170,530	\$729,829
Dec	85	15	100	\$10,621	\$551,883	3.9% ★	53	18	71	\$7,862	\$382,577
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	421	189	610	\$1,701,142	\$6,157,942		449	186	635	\$1,778,178	\$4,933,871

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ▲
 0% - 2.24% reduction ❌

Safety Scorecard - Insurance

Reduction Goal

3%

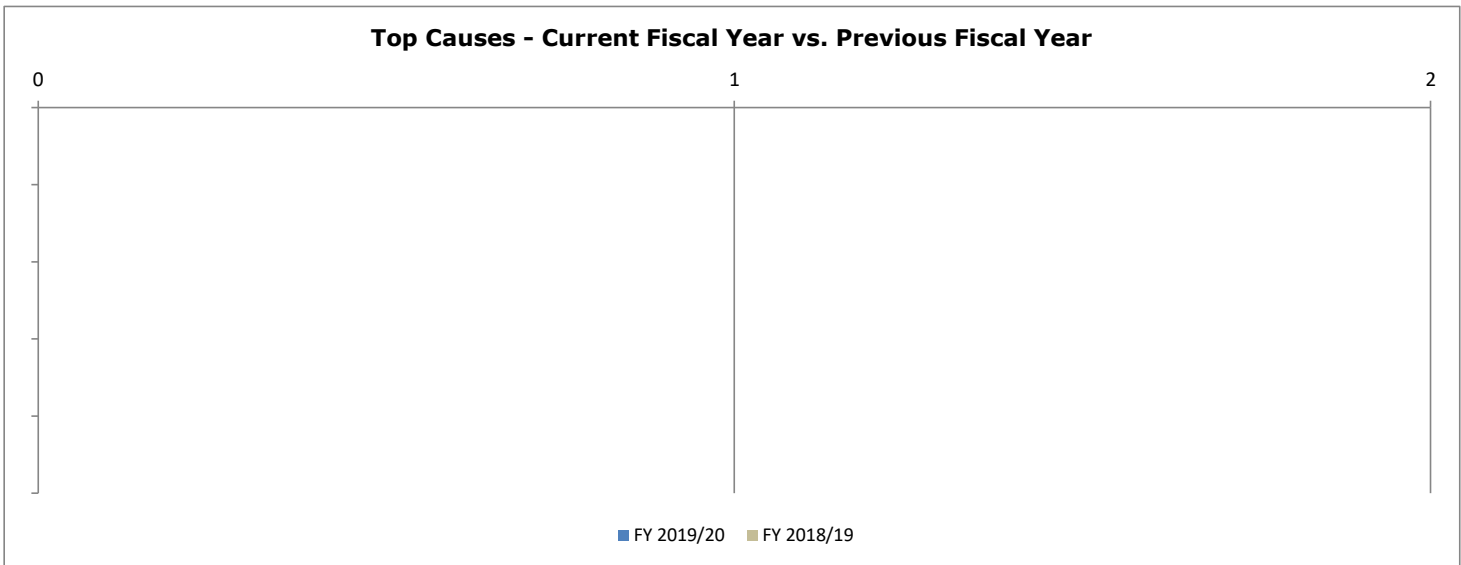
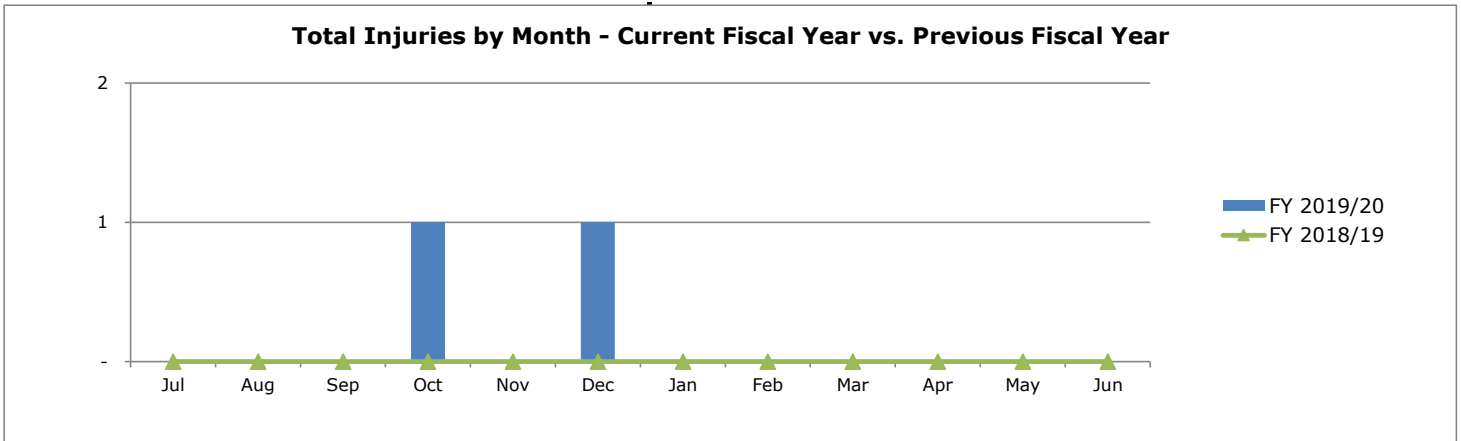
Year to Date Goal

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Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
2	\$0	\$1,000	0	\$0	\$0	2	\$0	\$1,000



	FY 2019/20					Year to Date Goal	FY 2018/19					
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost	
Jul	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Oct	1	0	1	\$0	\$0	*	✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	*	✘	0	0	0	\$0	\$0
Dec	1	0	1	\$0	\$1,000	*	✘	0	0	0	\$0	\$0
Jan	-	-	-					-	-	-		
Feb	-	-	-					-	-	-		
Mar	-	-	-					-	-	-		
Apr	-	-	-					-	-	-		
May	-	-	-					-	-	-		
Jun	-	-	-					-	-	-		
Total	2	0	2	\$0	\$1,000			0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✘
 0% - 2.24% reduction ✘

Safety Scorecard - Independent Reg Review

Reduction Goal

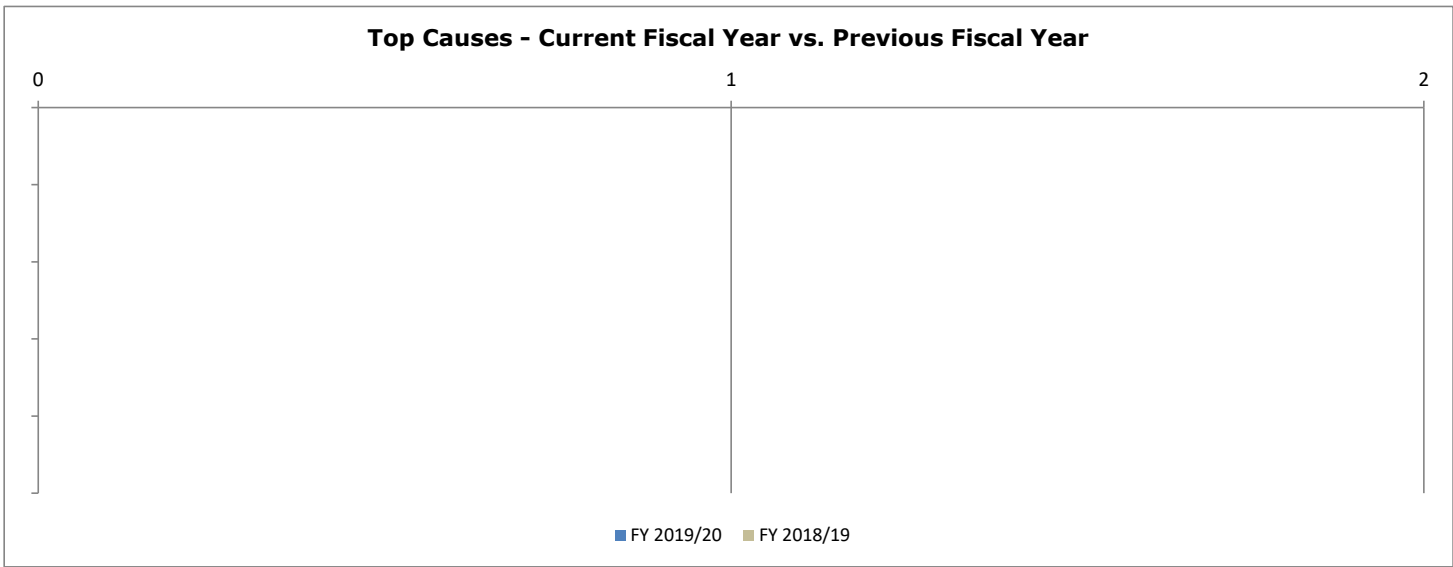
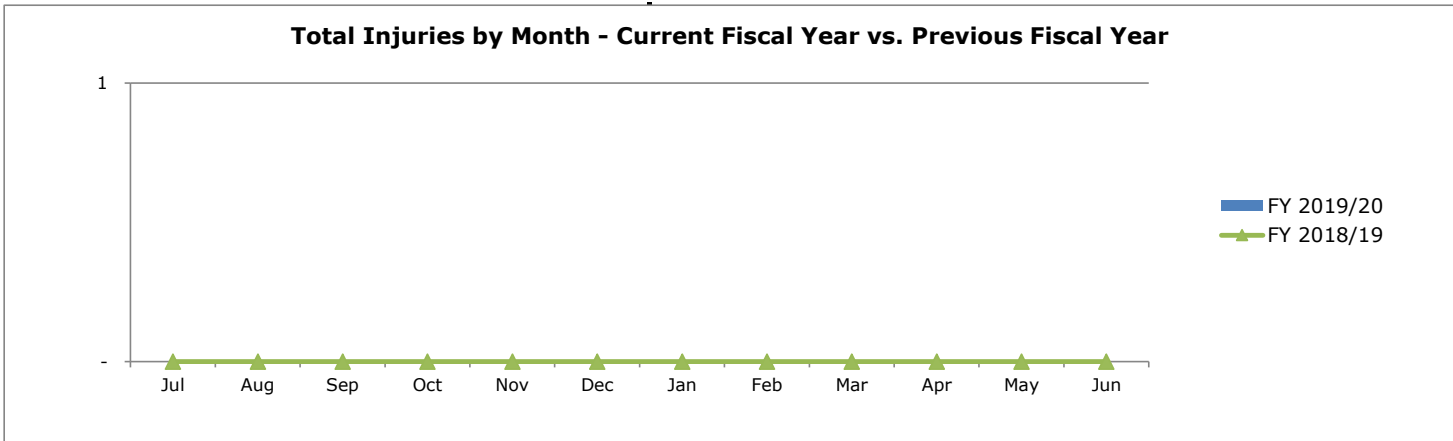
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



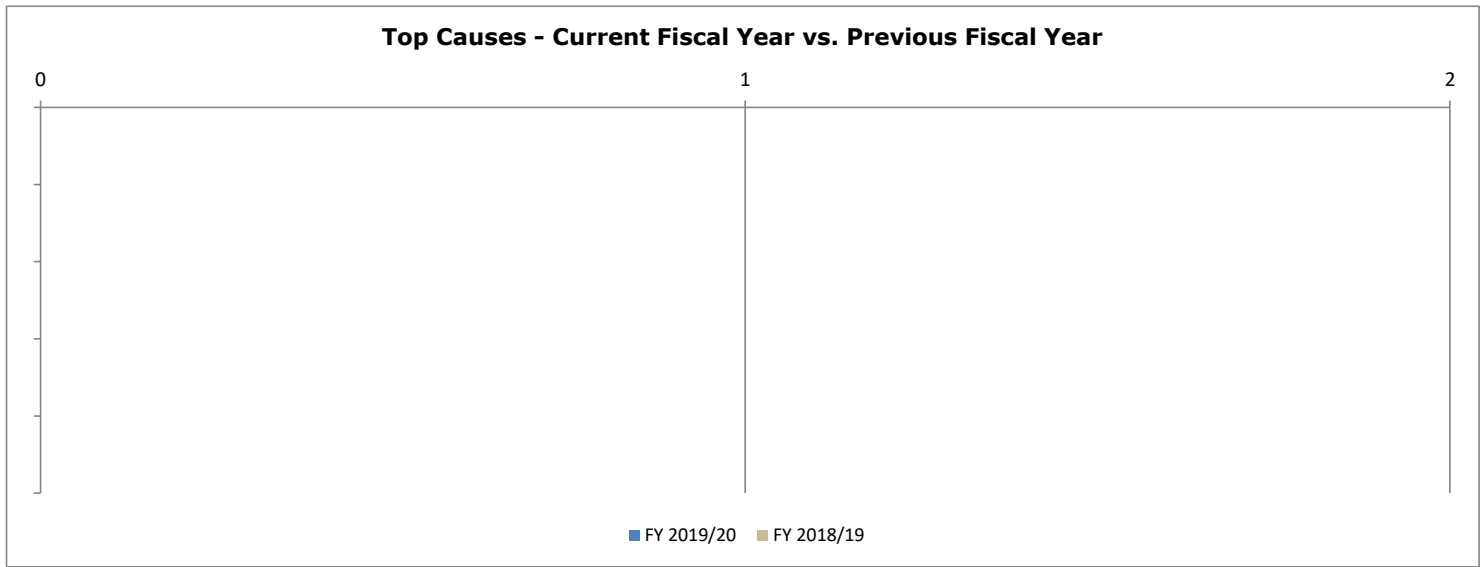
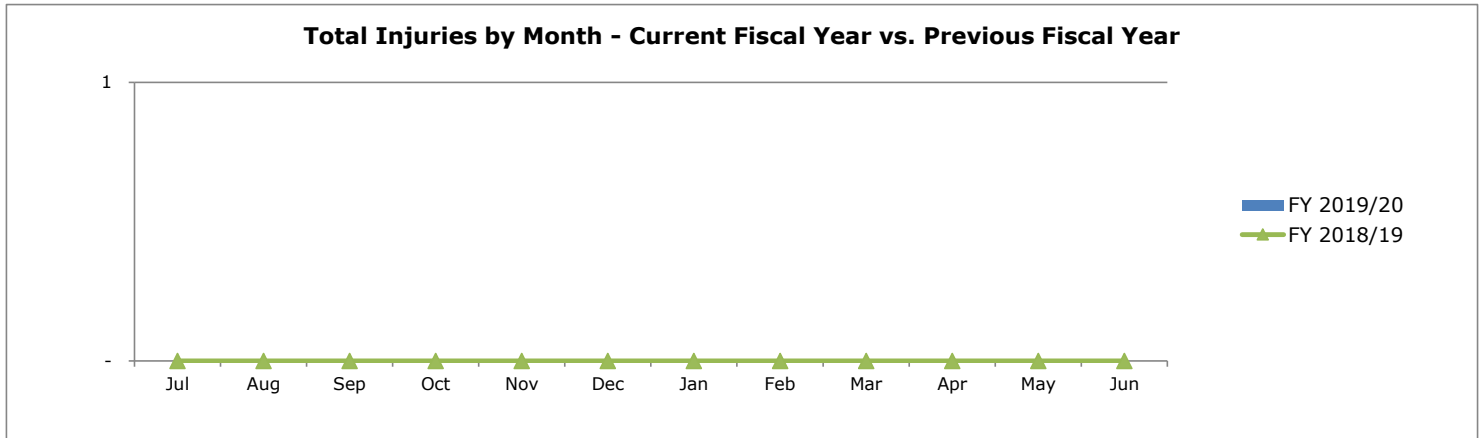
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✖
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



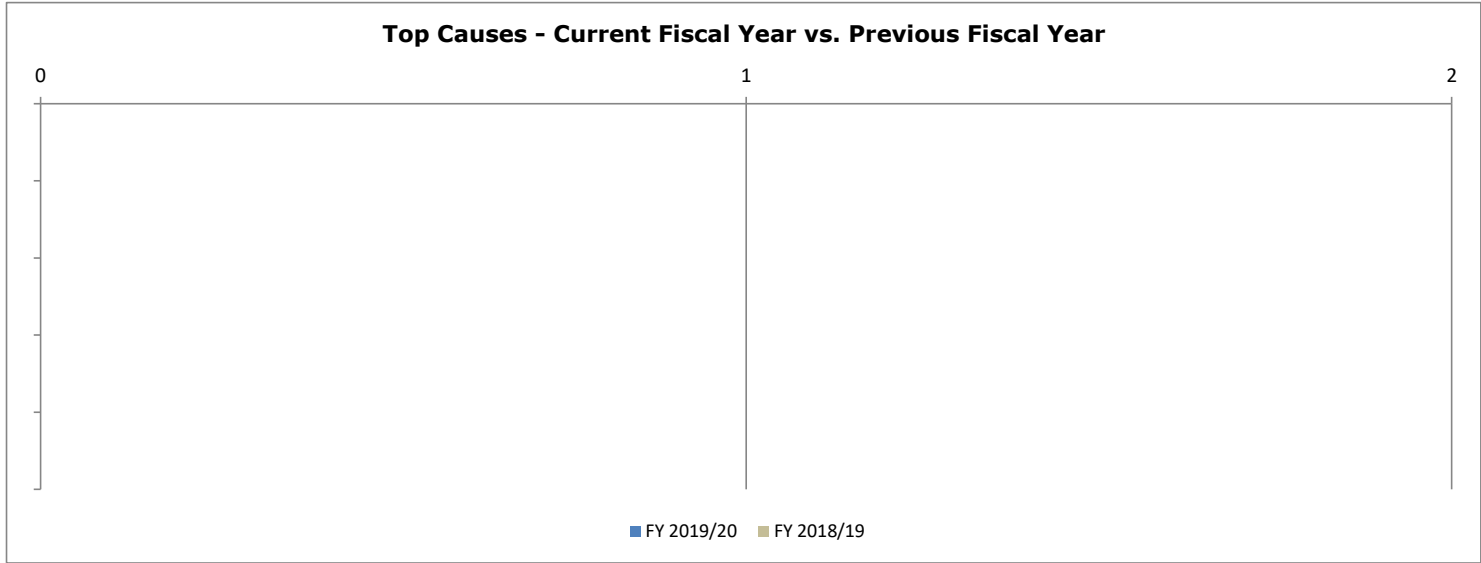
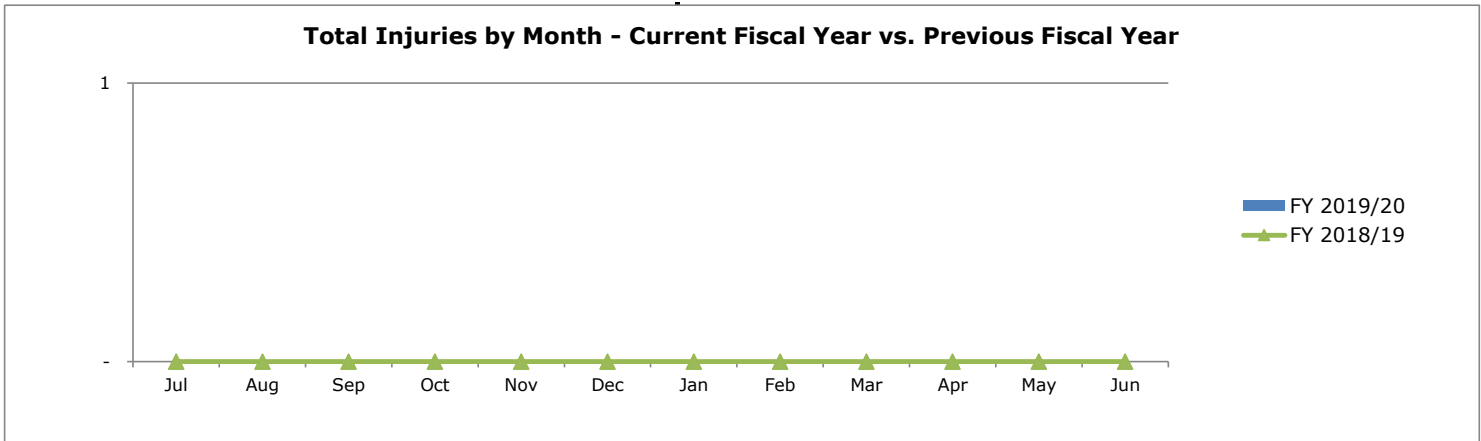
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



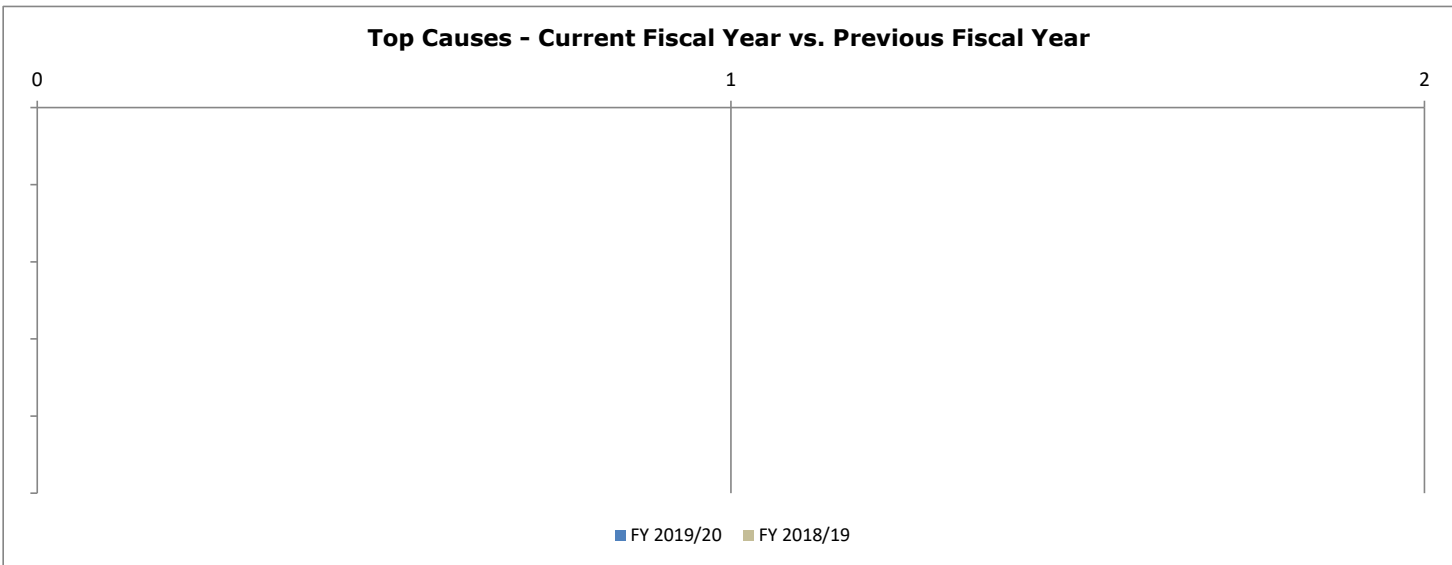
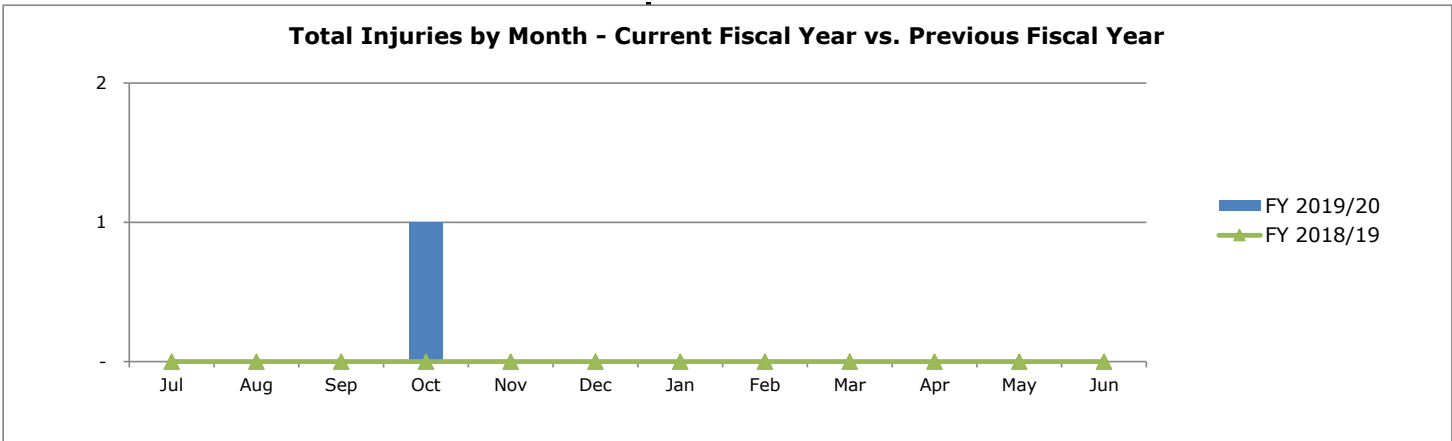
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$4,813	\$50,000	0	\$0	\$0	1	\$4,813	\$50,000



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	1	1	\$4,813	\$50,000	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	1	1	\$4,813	\$50,000		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✘
 0% - 2.24% reduction ✘

Safety Scorecard - Labor & Industry

Reduction Goal

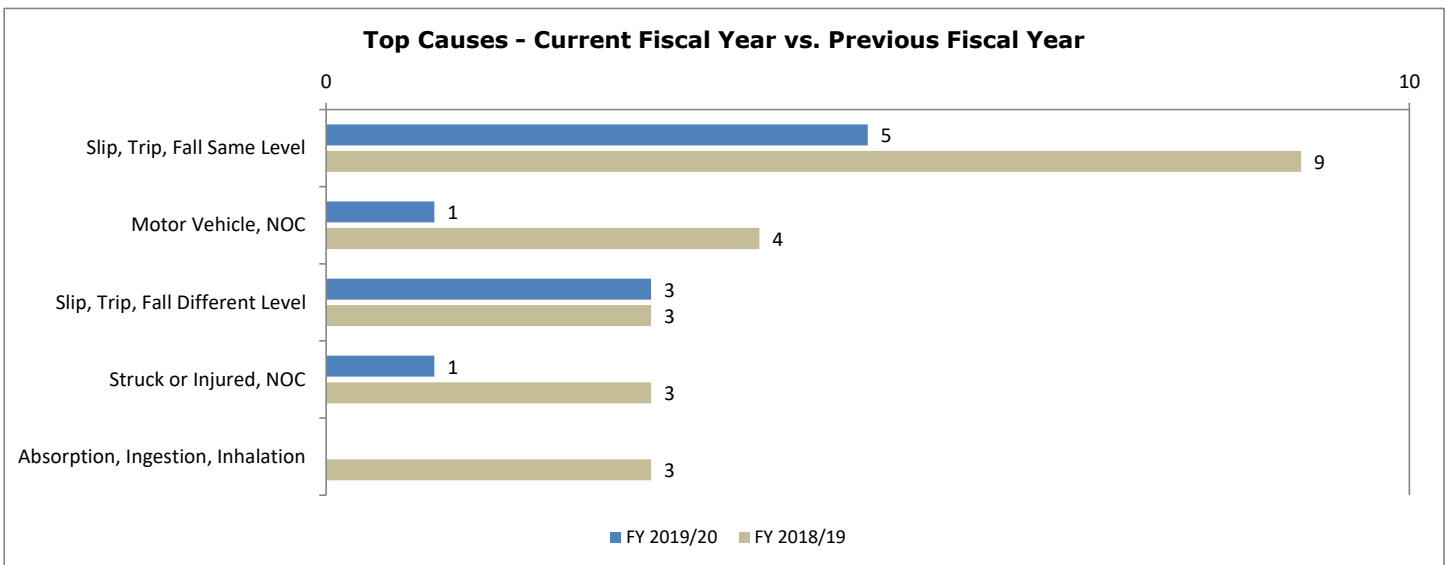
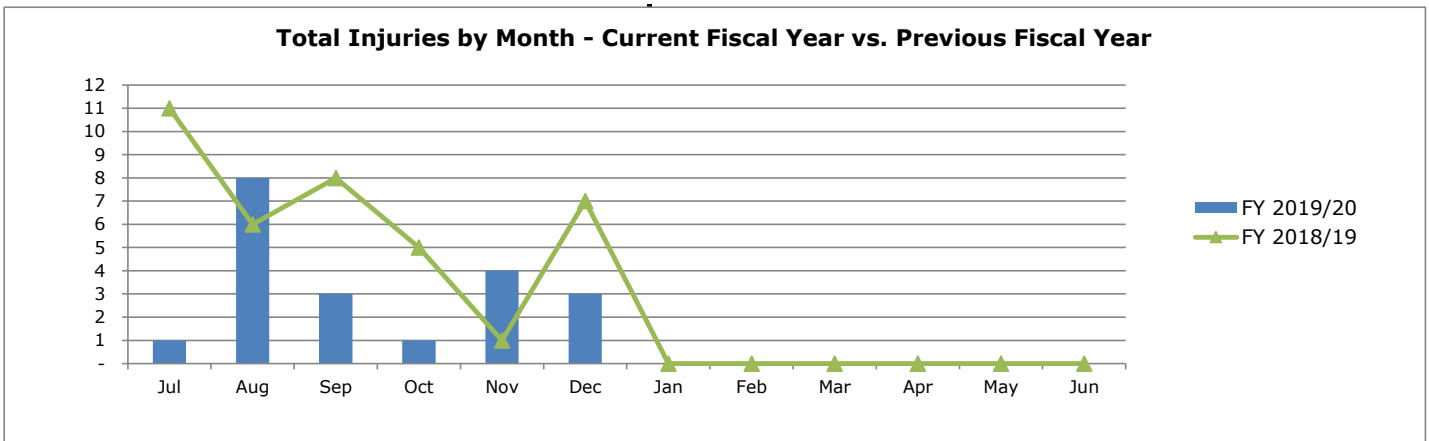
3%

Year to Date Goal

47.4% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
20	\$13,871	\$51,877	38	\$41,192	\$171,008	-18	-\$27,321	-\$119,132



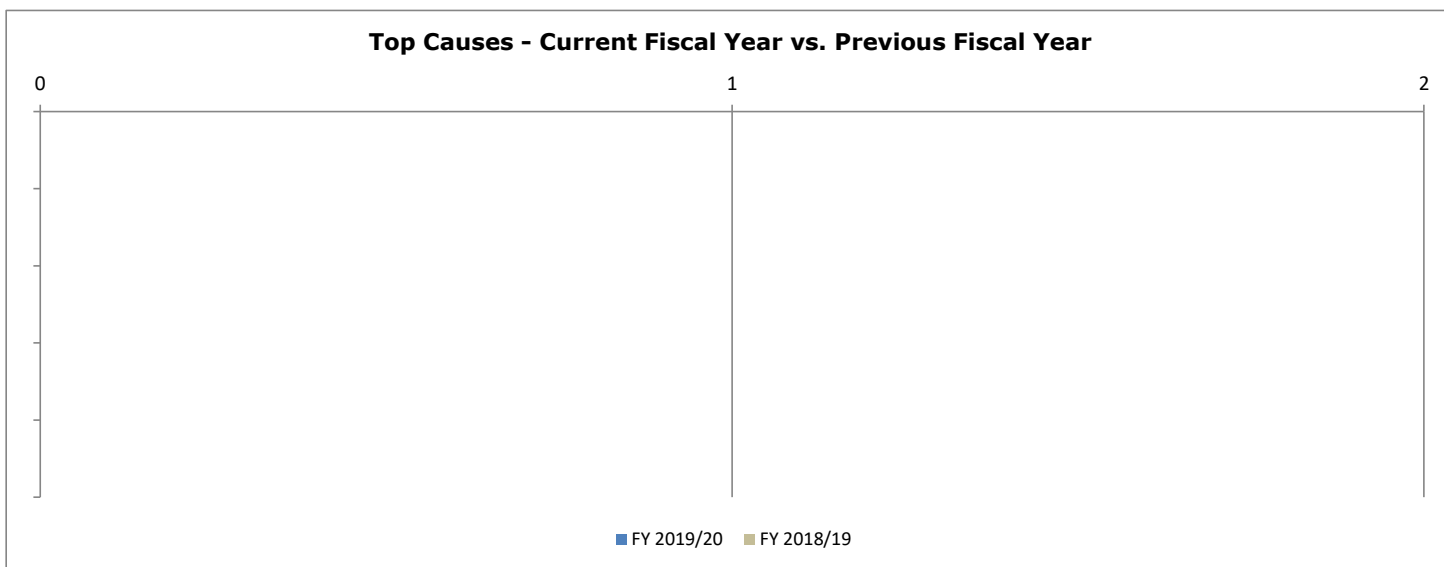
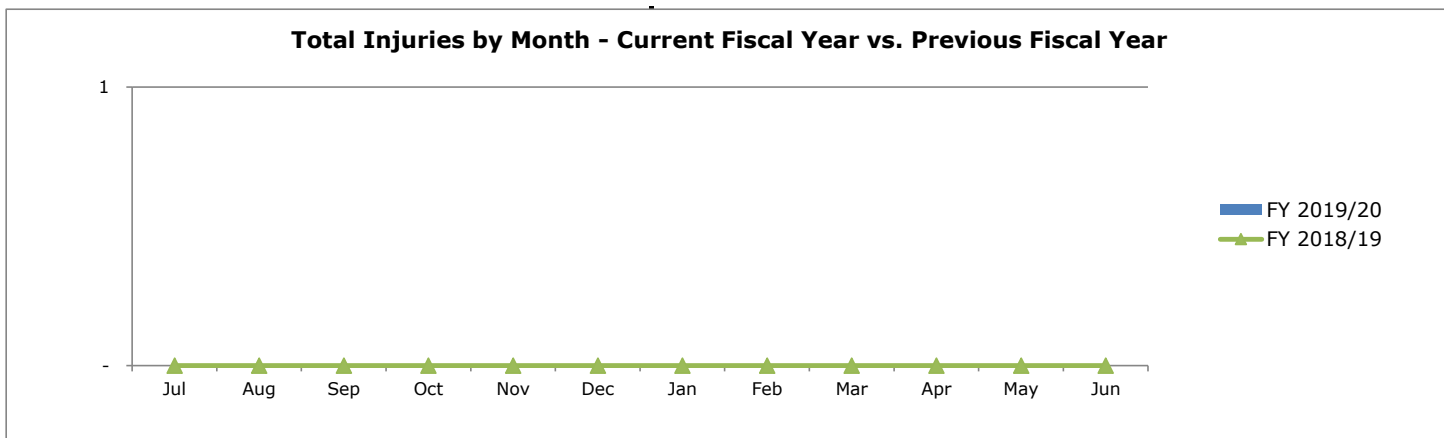
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	0	1	\$148	\$148	90.9% ★	10	1	11	\$14,388	\$62,556
Aug	8	0	8	\$12,318	\$12,318	47.1% ★	6	0	6	\$4,496	\$4,496
Sep	3	0	3	\$767	\$1,188	52.0% ★	6	2	8	\$10,543	\$38,408
Oct	1	0	1	\$223	\$223	56.7% ★	4	1	5	\$11,690	\$52,049
Nov	4	0	4	\$11	\$4,500	45.2% ★	1	0	1	\$0	\$0
Dec	2	1	3	\$404	\$33,500	47.4% ★	7	0	7	\$74	\$13,500
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	19	1	20	\$13,871	\$51,877		34	4	38	\$41,192	\$171,008

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



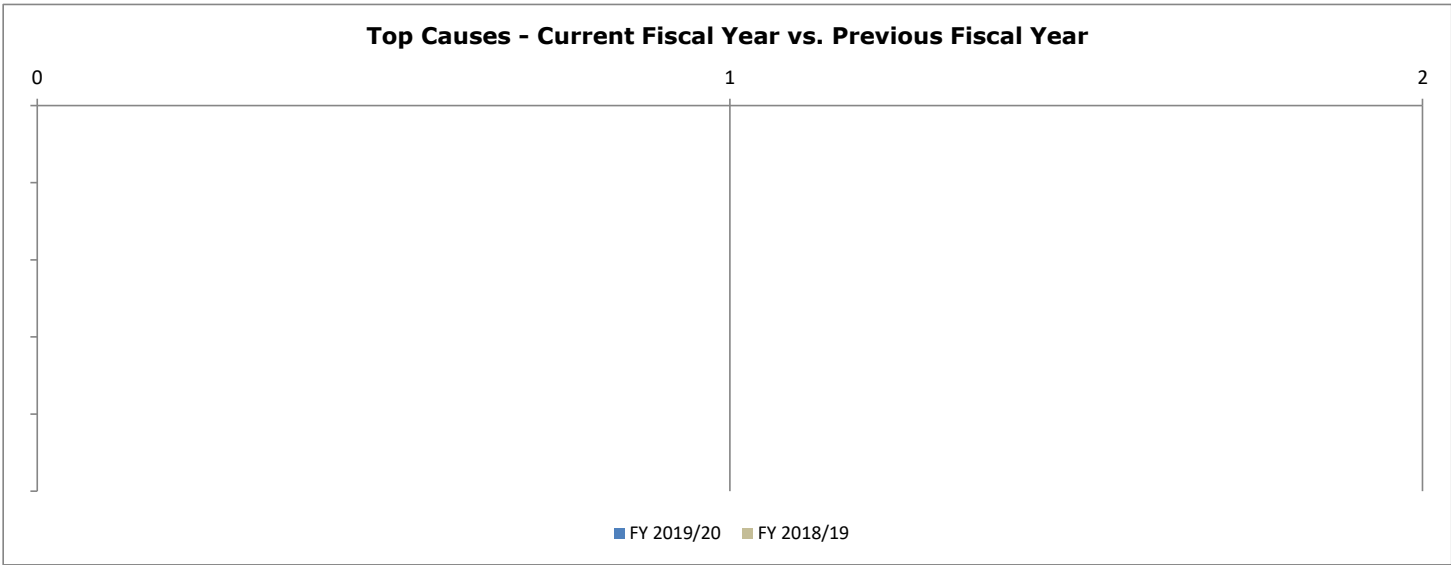
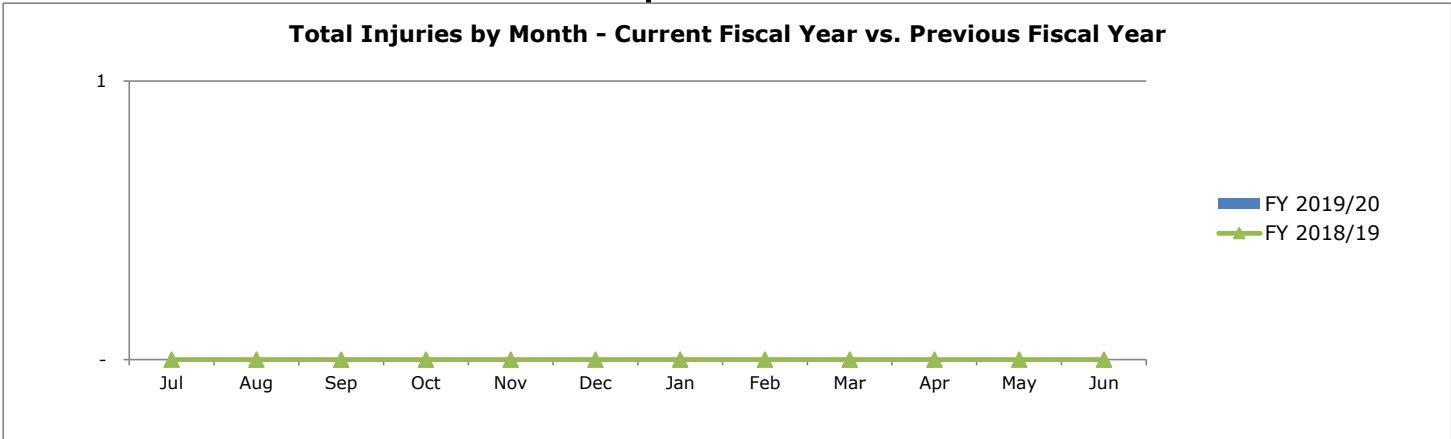
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



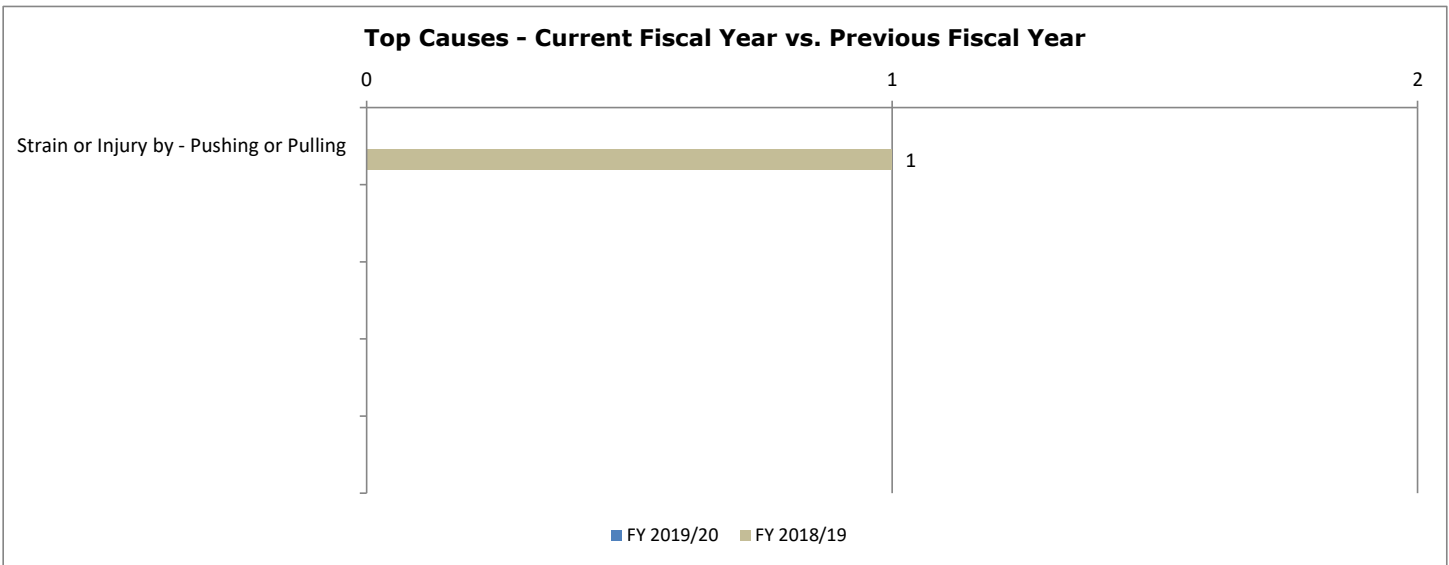
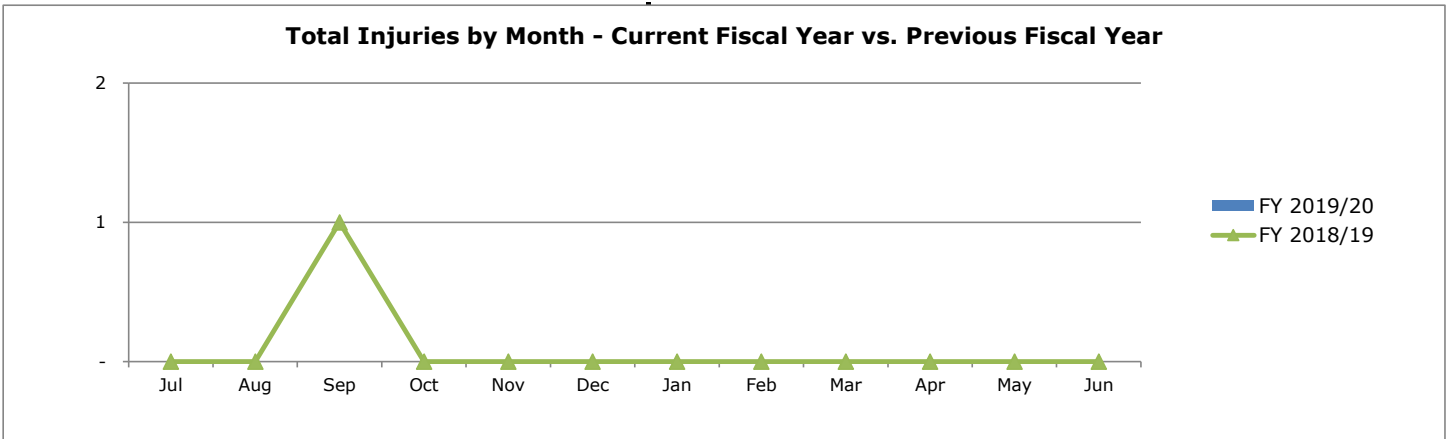
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	1	\$1,090	\$1,090	-1	-\$1,090	-\$1,090



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$1,090	\$1,090
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		1	0	1	\$1,090	\$1,090

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Safety Scorecard - Liquor Control

Reduction Goal

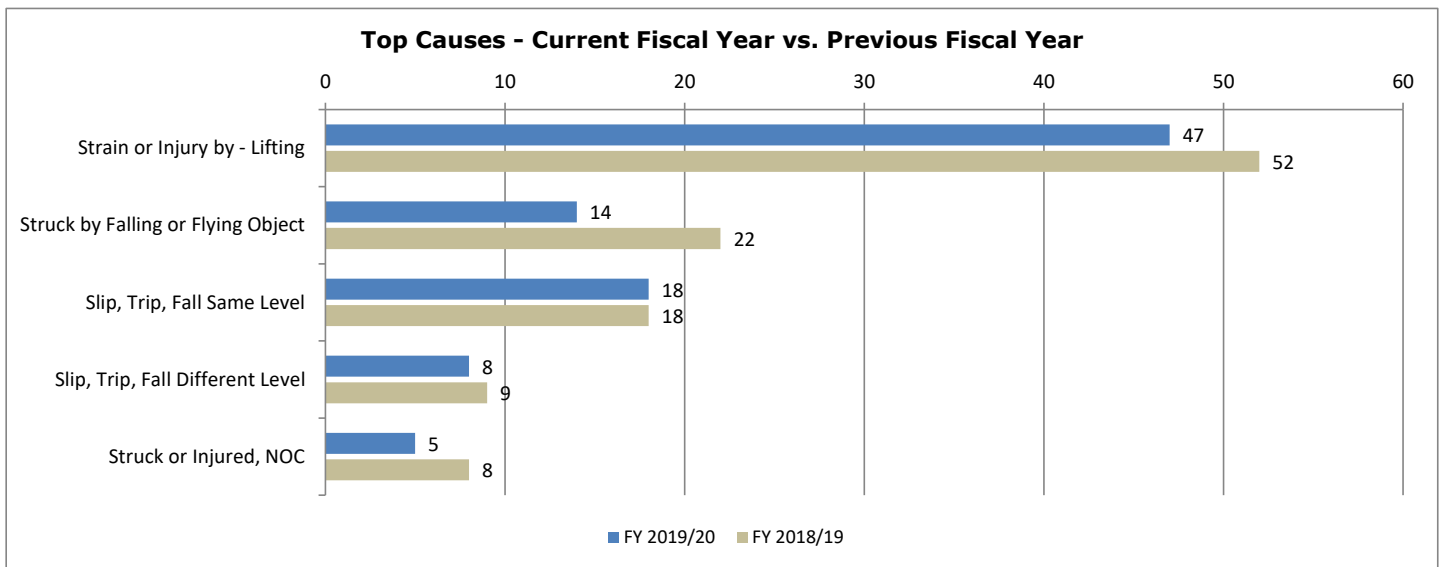
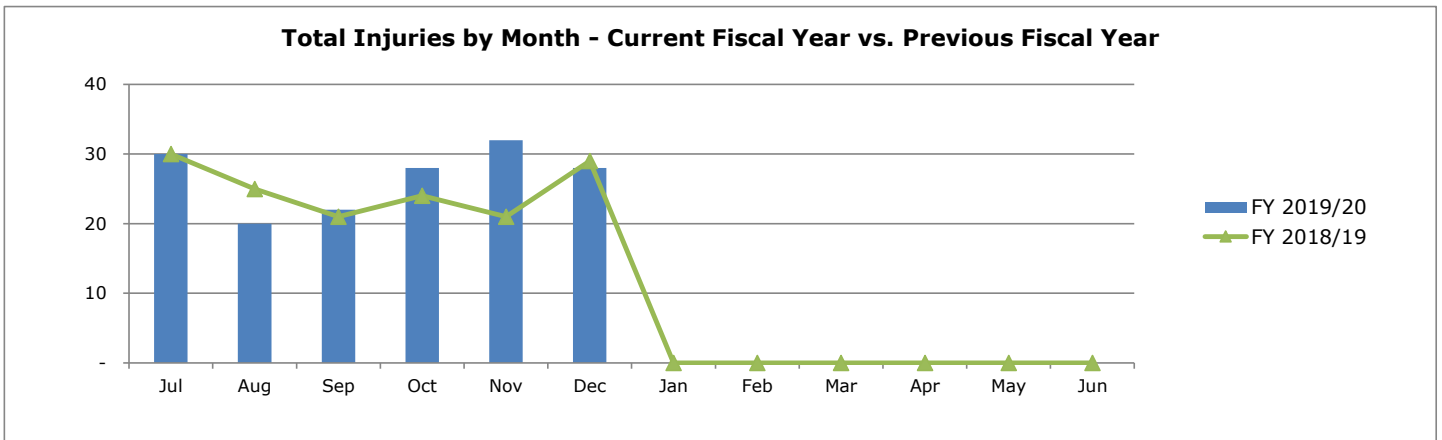
3%

Year to Date Goal

* ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
160	\$299,022	\$988,109	150	\$321,790	\$1,107,750	10	-\$22,768	-\$119,641



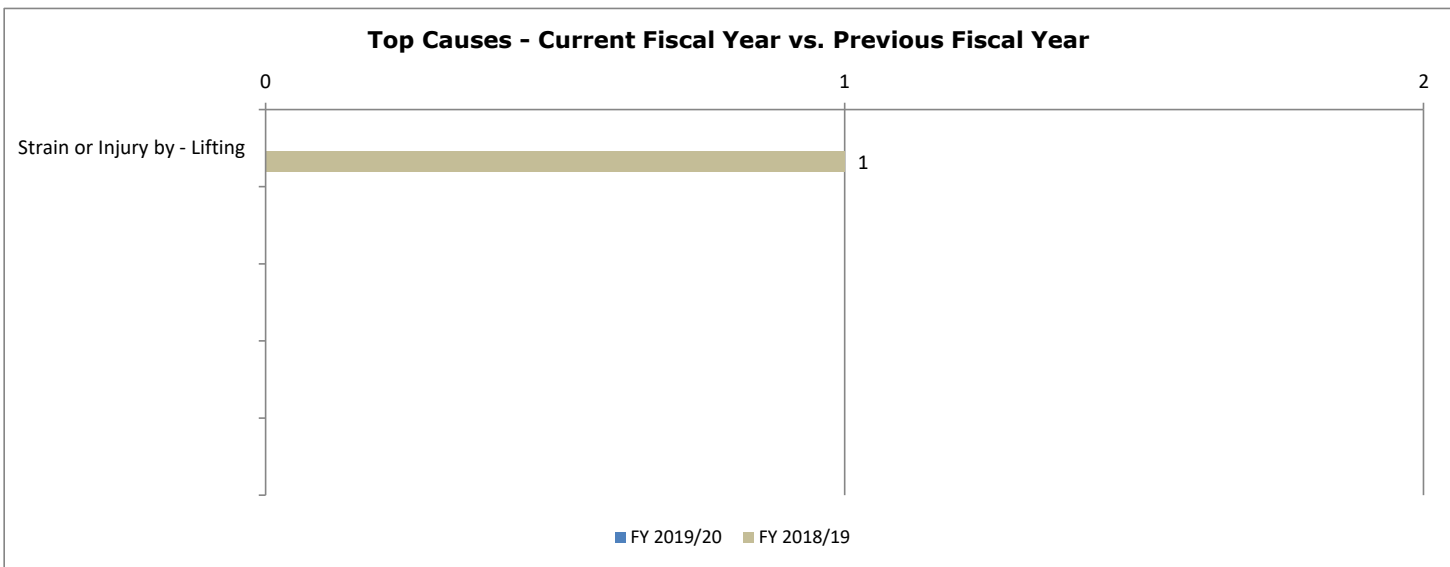
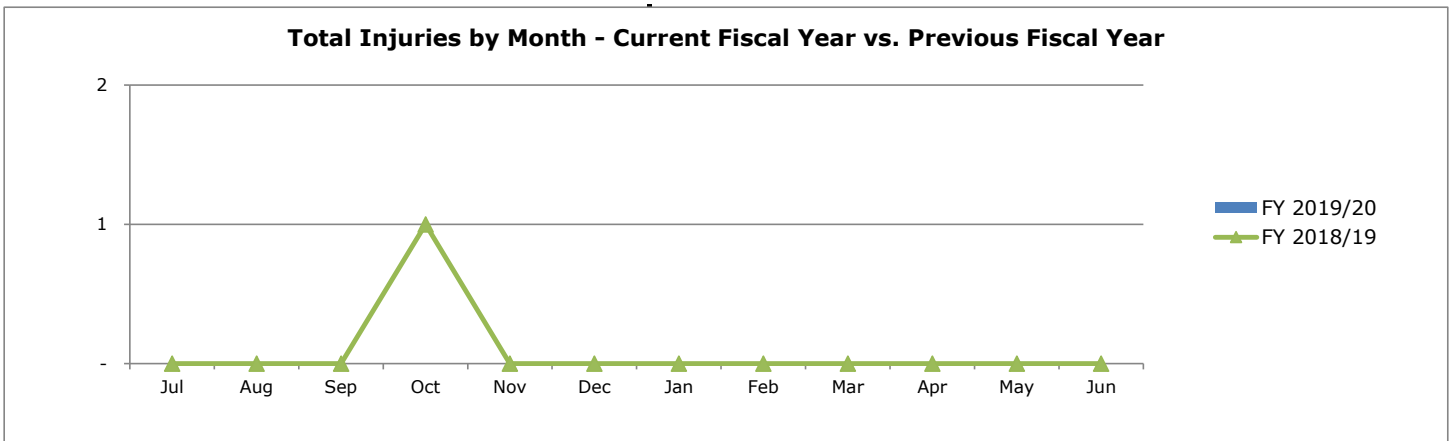
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	27	3	30	\$92,284	\$173,745	0.0% ✘	22	8	30	\$126,989	\$315,187
Aug	16	4	20	\$66,910	\$128,790	9.1% ★	15	10	25	\$108,560	\$220,784
Sep	16	6	22	\$64,833	\$157,861	5.3% ★	16	5	21	\$52,032	\$168,908
Oct	24	4	28	\$47,110	\$198,727	0.0% ✘	21	3	24	\$17,949	\$57,553
Nov	26	6	32	\$27,596	\$278,986	* ✘	15	6	21	\$12,060	\$92,162
Dec	28	0	28	\$290	\$50,000	* ✘	24	5	29	\$4,201	\$253,156
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	137	23	160	\$299,022	\$988,109		113	37	150	\$321,790	\$1,107,750

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ★
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	1	\$113	\$113	-1	-\$113	-\$113



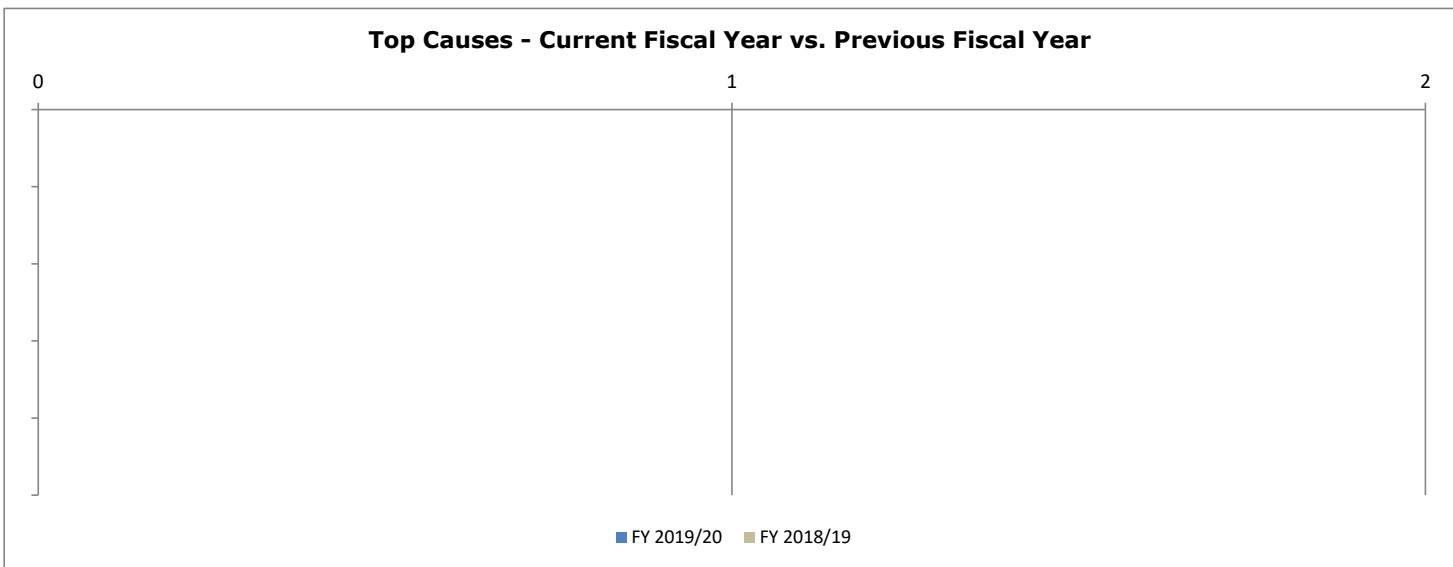
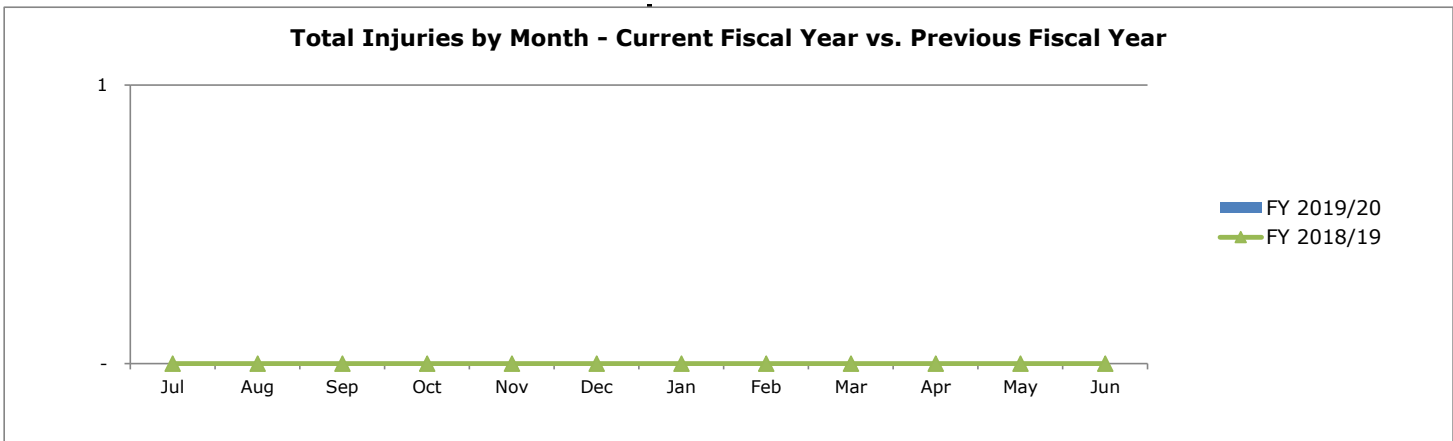
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$113	\$113
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		1	0	1	\$113	\$113

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



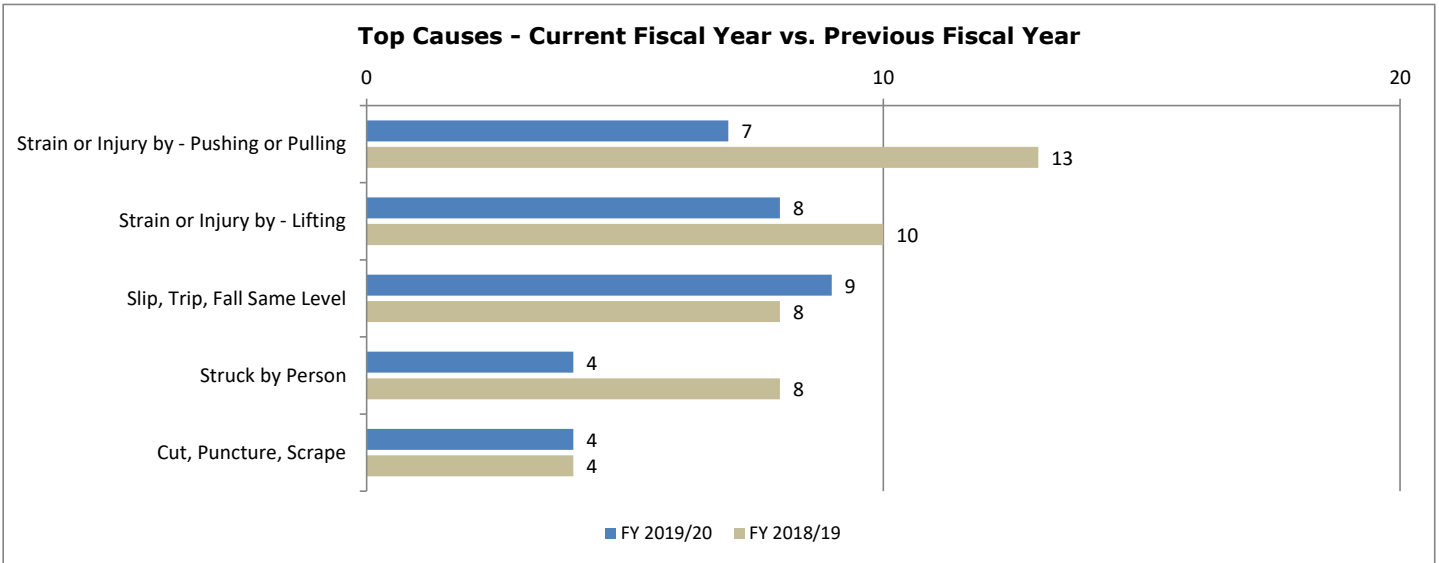
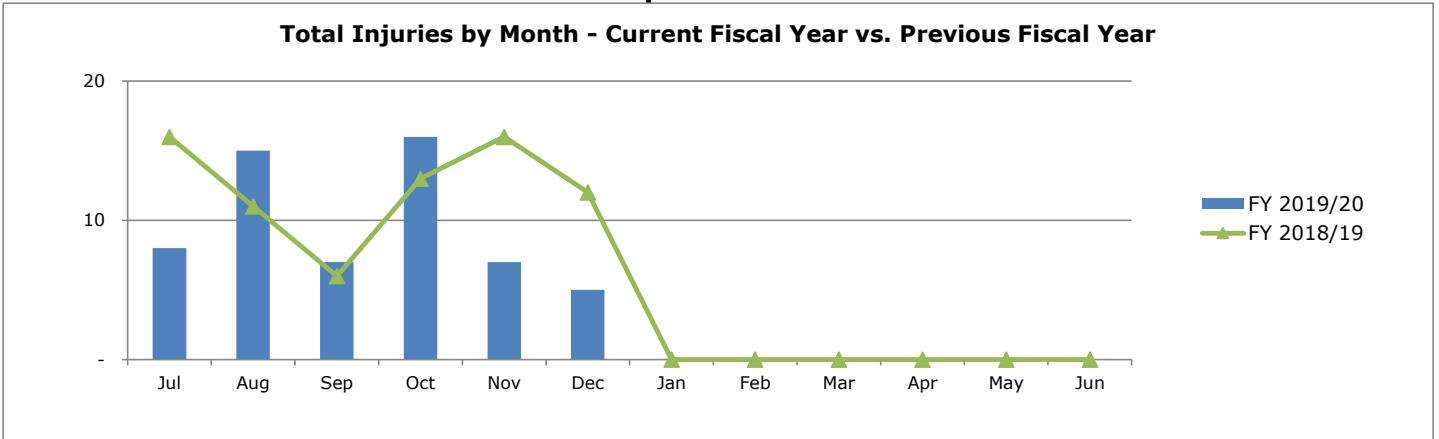
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
58	\$190,973	\$593,225	74	\$138,223	\$422,107	-16	\$52,749	\$171,118



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	6	2	8	\$45,508	\$142,730	50.0% ★	8	8	16	\$73,111	\$139,272
Aug	13	2	15	\$37,381	\$100,519	14.8% ★	10	1	11	\$19,233	\$29,192
Sep	5	2	7	\$93,394	\$234,141	9.1% ★	6	0	6	\$7,099	\$10,280
Oct	15	1	16	\$9,010	\$32,156	0.0% ✖	10	3	13	\$33,509	\$177,717
Nov	6	1	7	\$3,077	\$16,105	14.5% ★	15	1	16	\$3,660	\$21,822
Dec	3	2	5	\$2,603	\$67,573	21.6% ★	11	1	12	\$1,611	\$43,825
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	48	10	58	\$190,973	\$593,225		60	14	74	\$138,223	\$422,107

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✖

Safety Scorecard - Milk Marketing

Reduction Goal

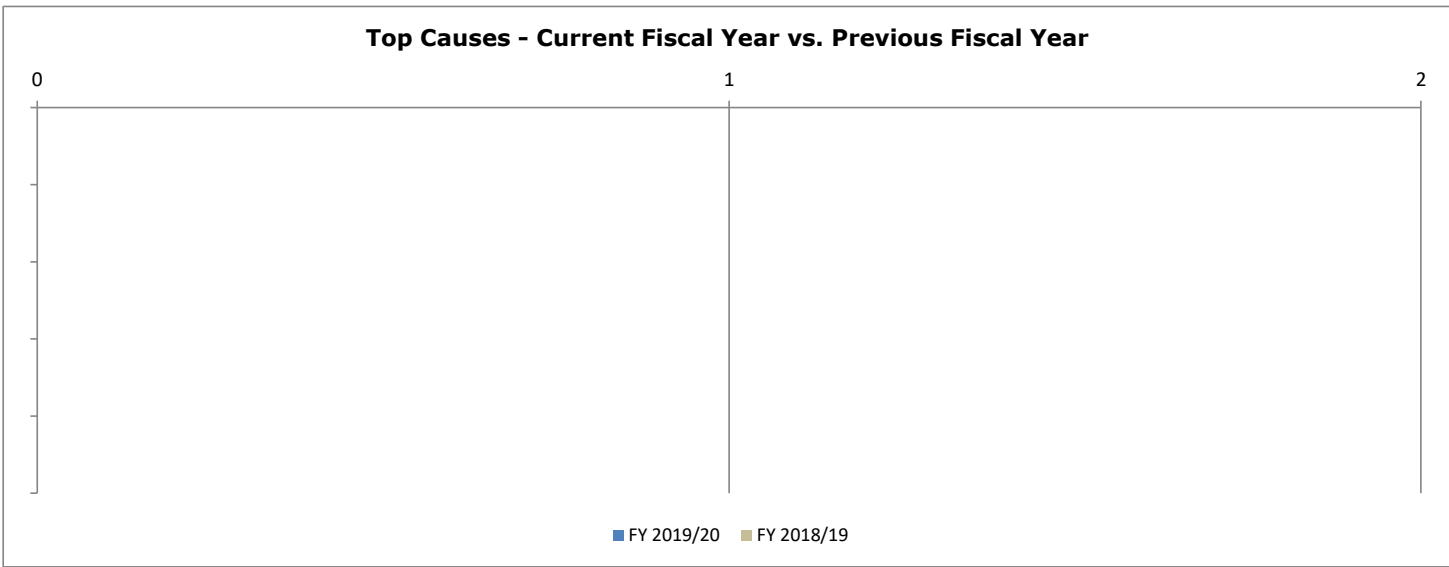
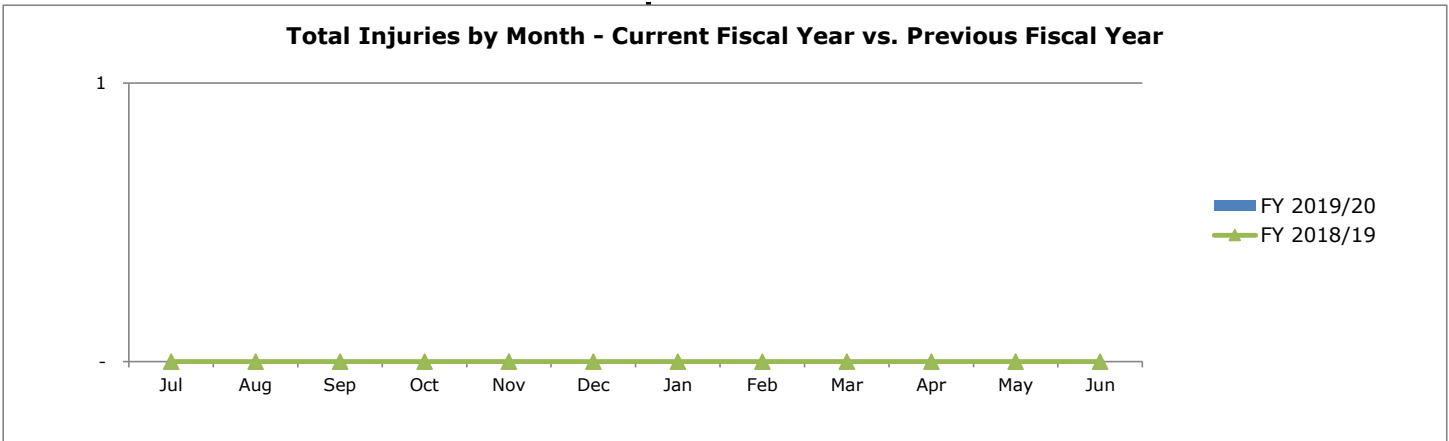
3%

Year to Date Goal

100.0% ★

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



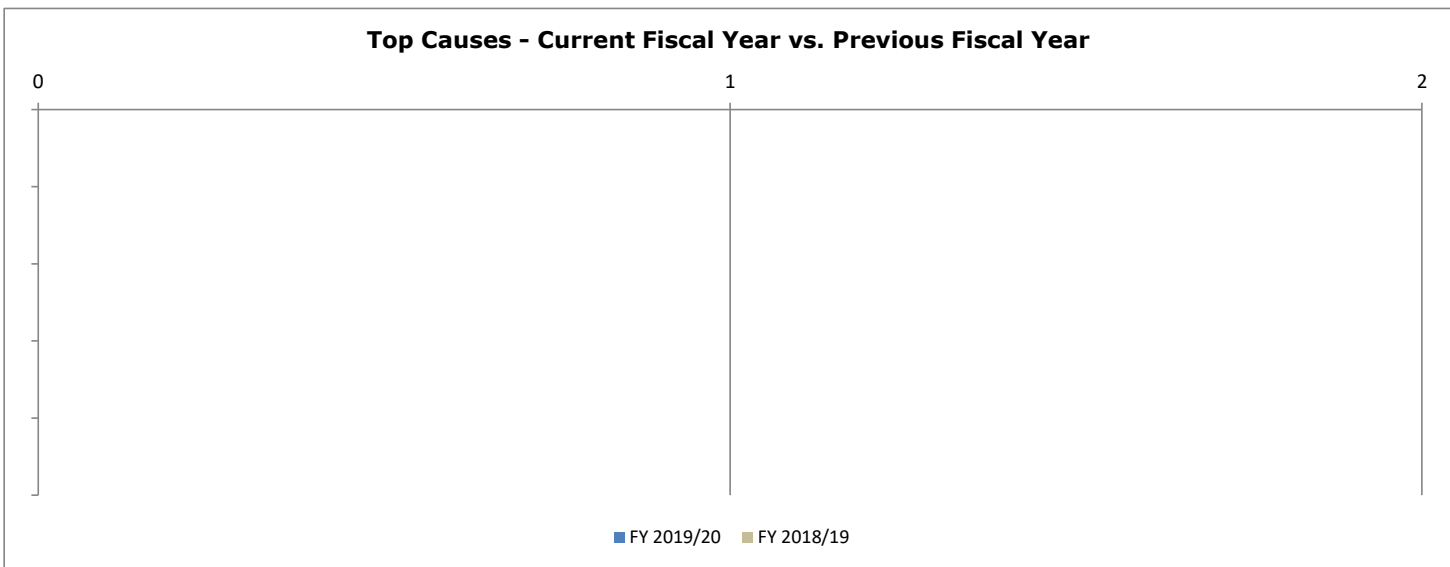
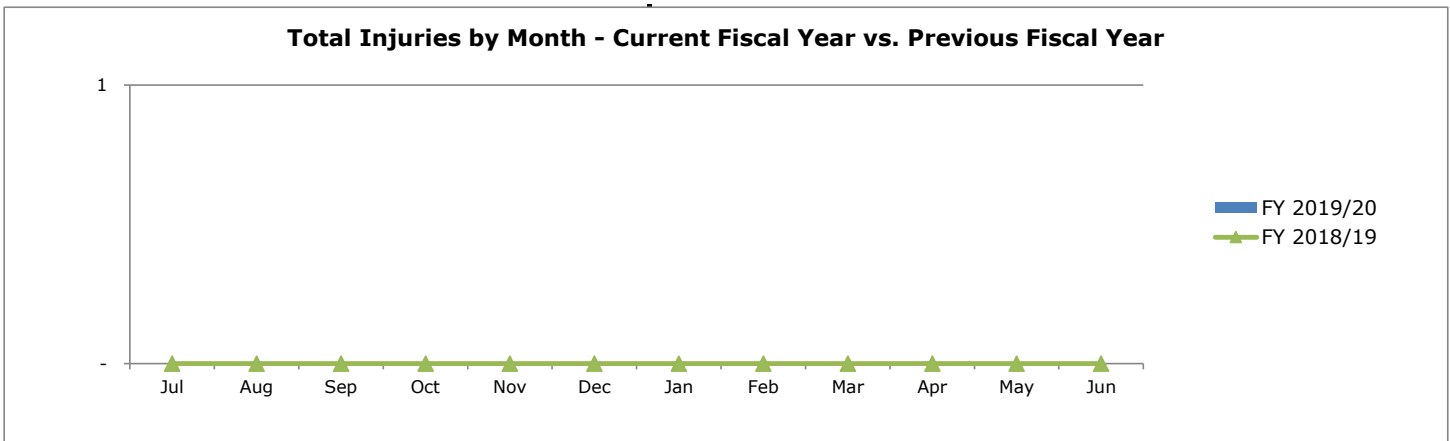
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



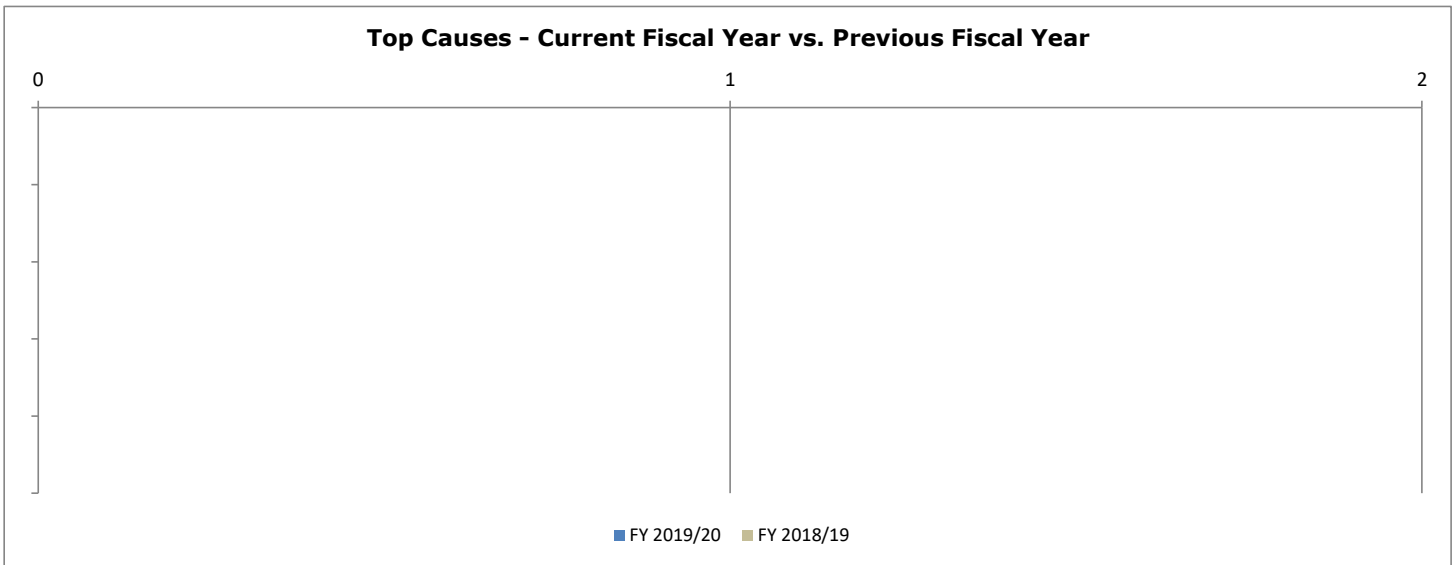
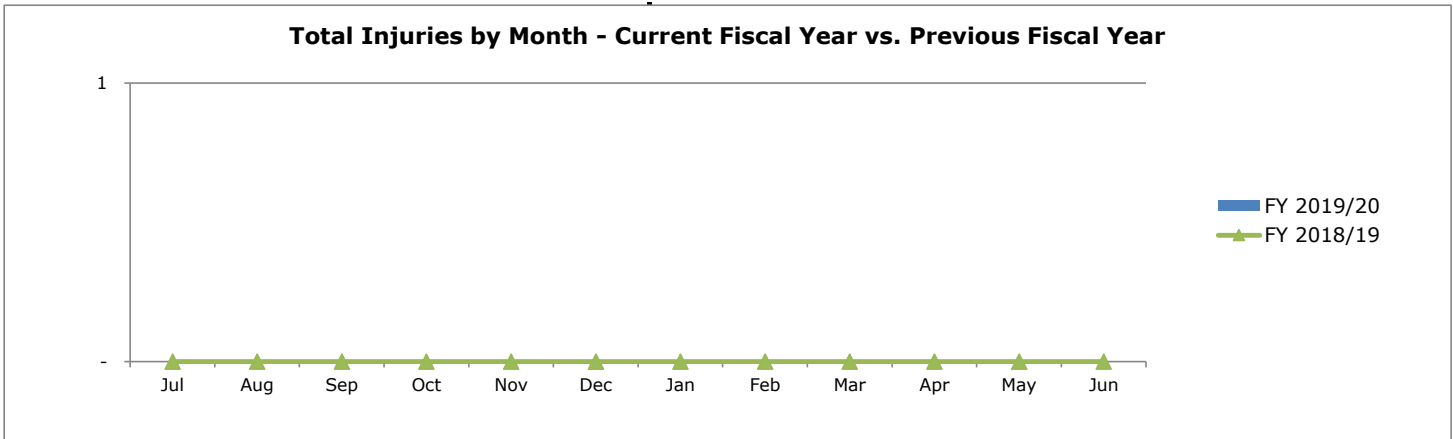
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



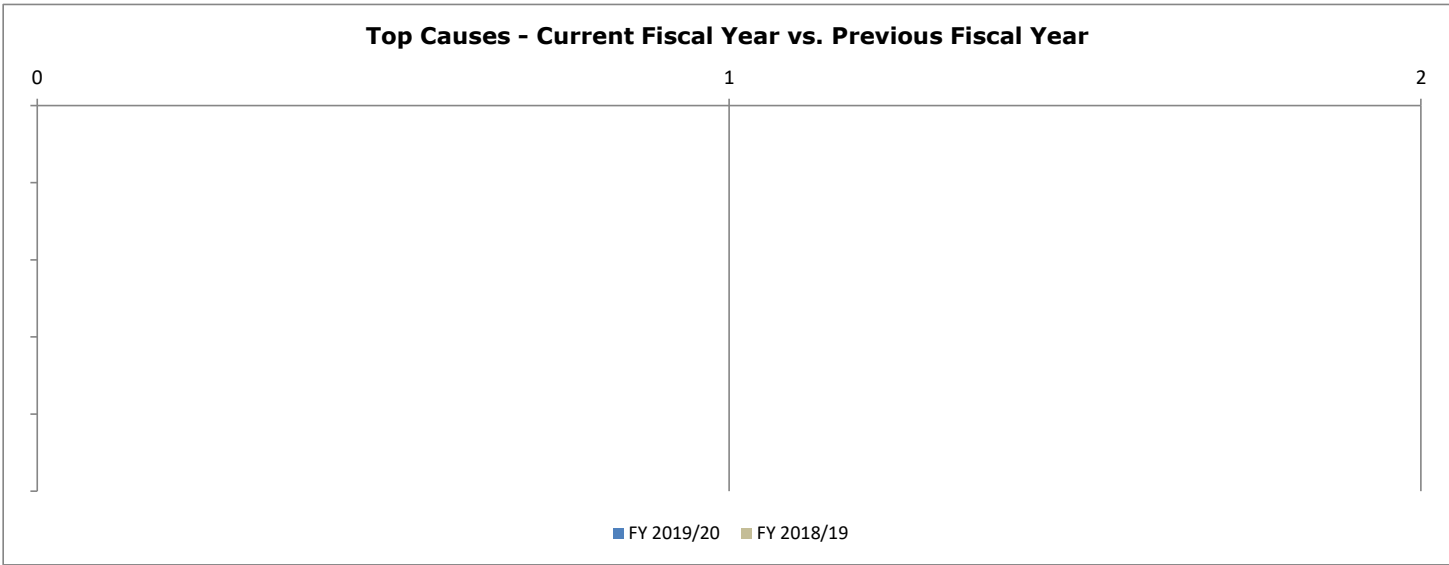
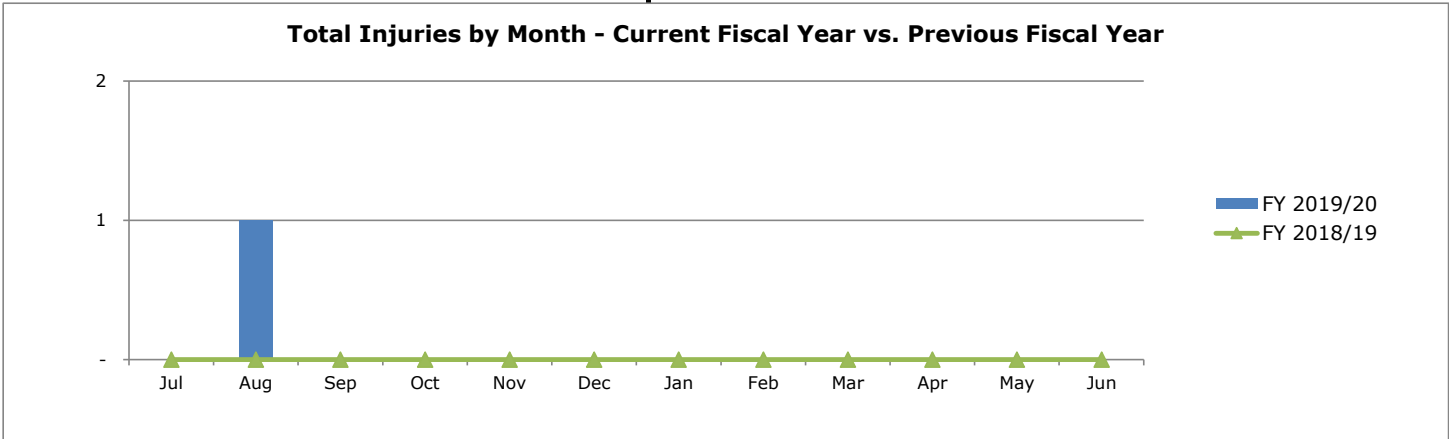
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$2,205	\$2,733	0	\$0	\$0	1	\$2,205	\$2,733



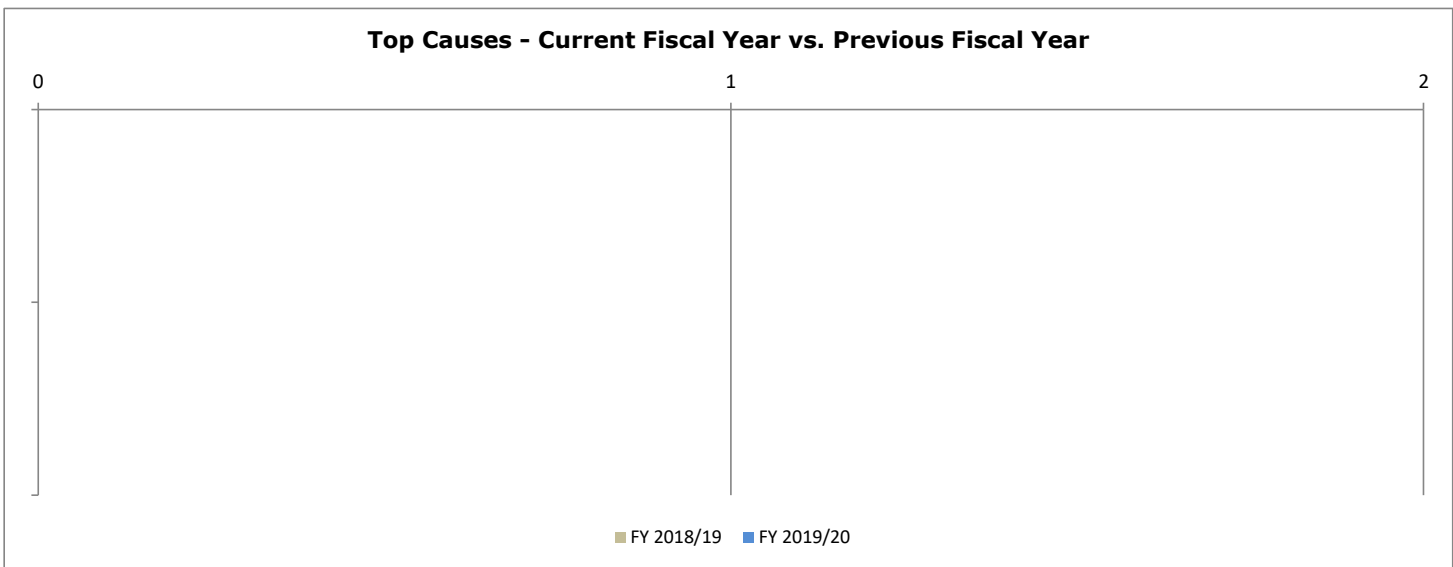
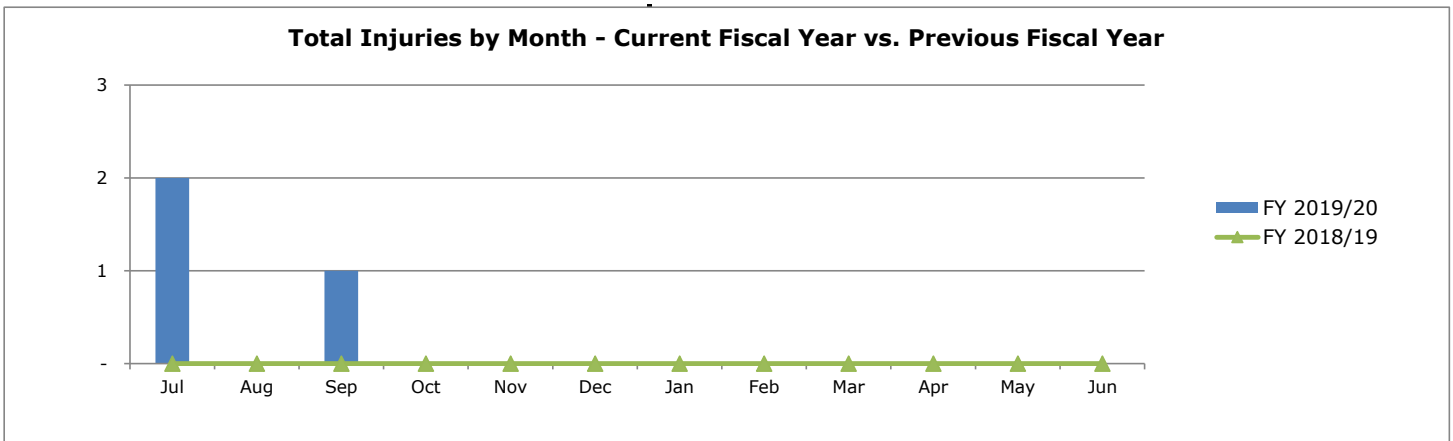
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	1	0	1	\$2,205	\$2,733	* ✘	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	1	0	1	\$2,205	\$2,733		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
3	\$4,734	\$4,734	0	\$0	\$0	3	\$4,734	\$4,734



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	2	0	2	\$2,243	\$2,243	* ✘	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Sep	0	1	1	\$2,491	\$2,491	* ✘	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	2	1	3	\$4,734	\$4,734		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Safety Scorecard - Probation and Parole

Reduction Goal

3%

Year to Date Goal

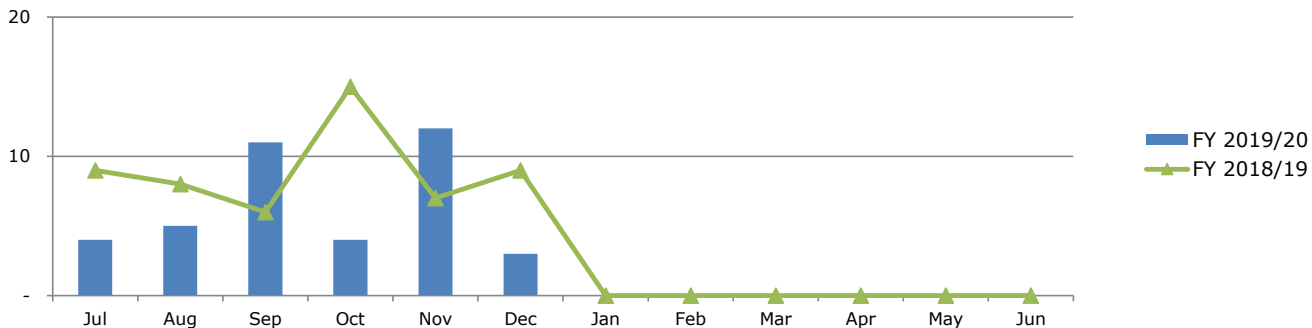
27.8%



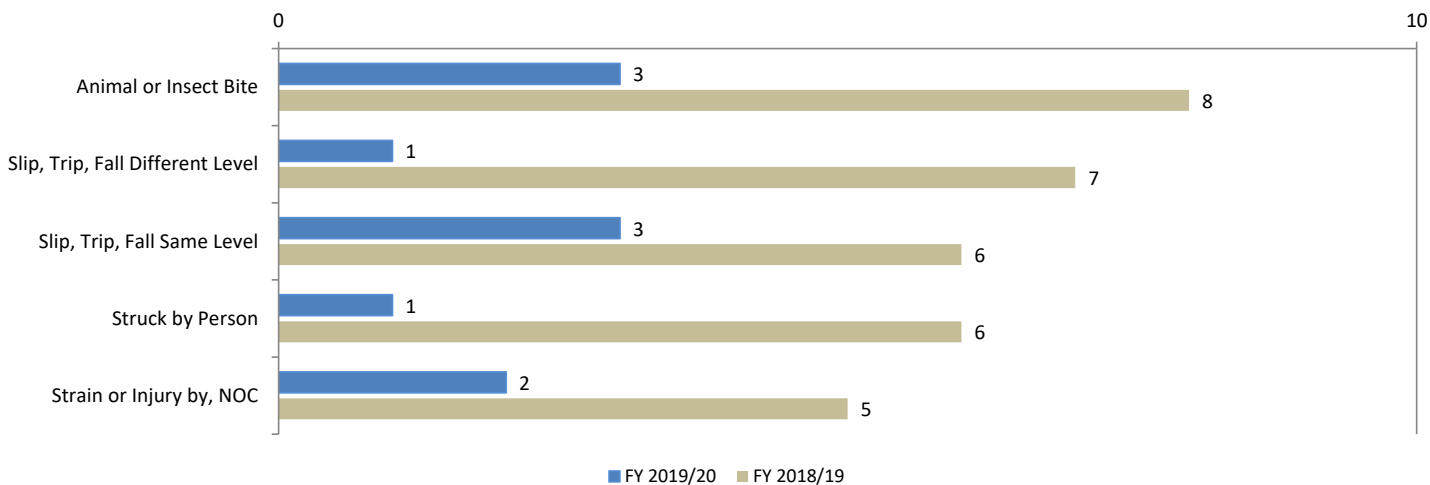
Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
39	\$101,115	\$215,541	54	\$149,828	\$327,788	-15	-\$48,714	-\$112,248

Total Injuries by Month - Current Fiscal Year vs. Previous Fiscal Year



Top Causes - Current Fiscal Year vs. Previous Fiscal Year



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	3	4	\$57,242	\$101,951	55.6%	7	2	9	\$85,644	\$103,374
Aug	5	0	5	\$4,620	\$4,620	47.1%	7	1	8	\$20,203	\$56,107
Sep	9	2	11	\$24,265	\$55,503	13.0%	4	2	6	\$18,017	\$49,463
Oct	3	1	4	\$9,943	\$11,676	36.8%	12	3	15	\$23,924	\$82,009
Nov	10	2	12	\$5,045	\$31,790	20.0%	6	1	7	\$2,019	\$5,334
Dec	2	1	3	\$0	\$10,000	27.8%	7	2	9	\$21	\$31,500
Jan	-	-	-	-	-	-	-	-	-	-	-
Feb	-	-	-	-	-	-	-	-	-	-	-
Mar	-	-	-	-	-	-	-	-	-	-	-
Apr	-	-	-	-	-	-	-	-	-	-	-
May	-	-	-	-	-	-	-	-	-	-	-
Jun	-	-	-	-	-	-	-	-	-	-	-
Total	30	9	39	\$101,115	\$215,541		43	11	54	\$149,828	\$327,788

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Safety Scorecard - Public Utility

Reduction Goal

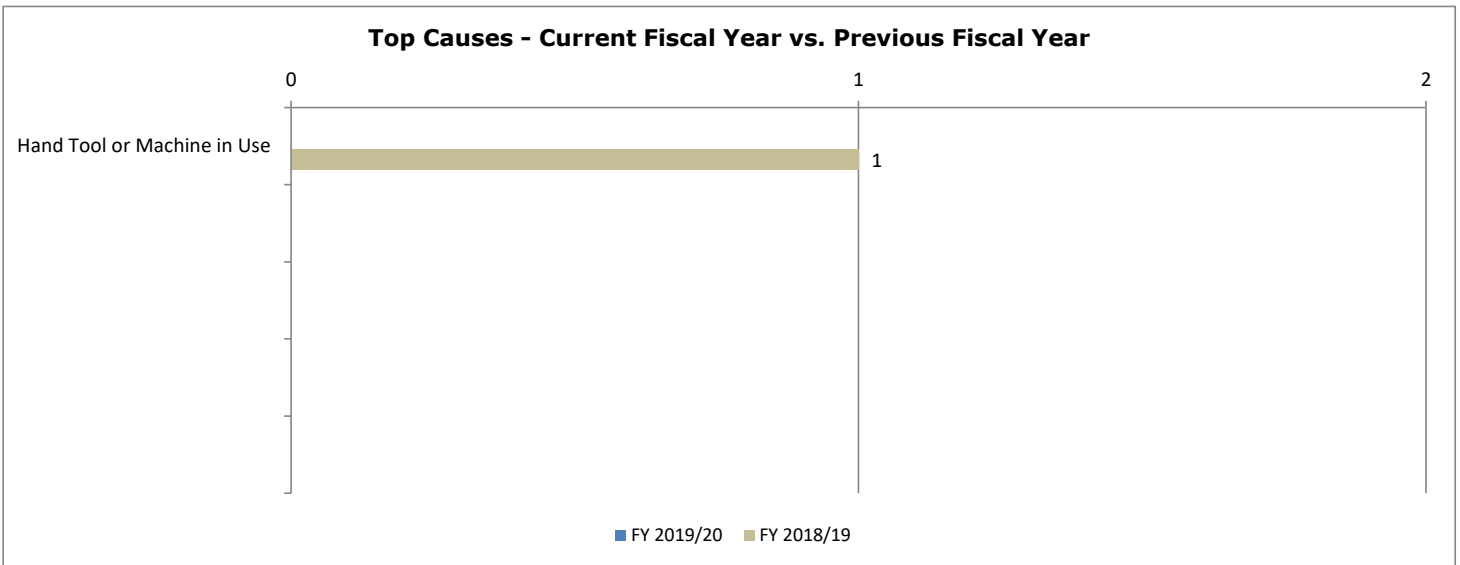
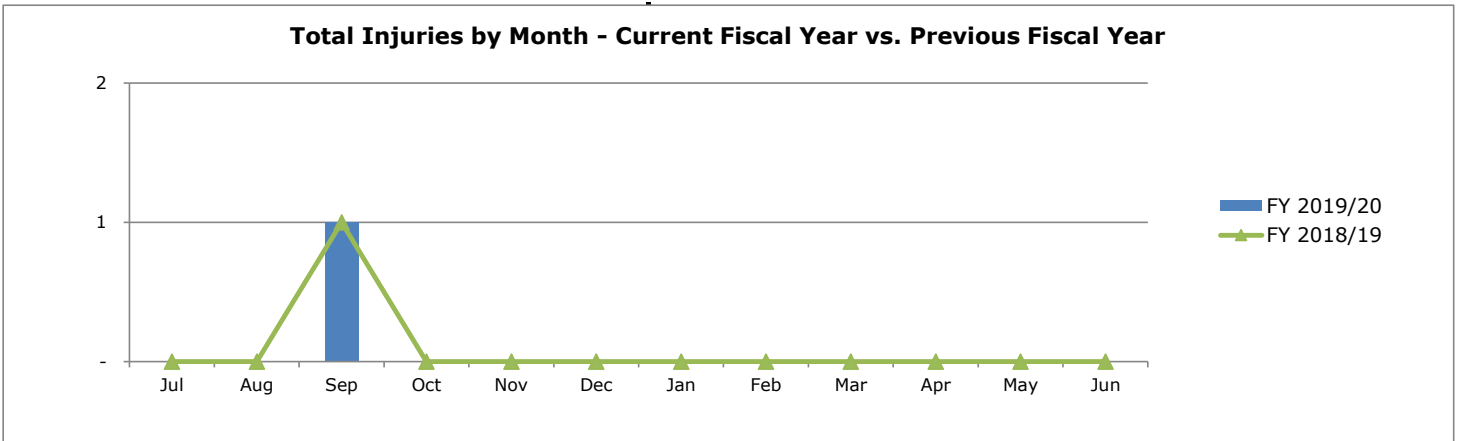
3%

Year to Date Goal

0.0% ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$388	\$388	1	\$367	\$367	0	\$22	\$22



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	1	0	1	\$388	\$388	0.0% ✘	1	0	1	\$367	\$367
Oct	0	0	0	\$0	\$0	0.0% ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	0.0% ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	0.0% ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	1	0	1	\$388	\$388		1	0	1	\$367	\$367

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ★
 0% - 2.24% reduction ✘

Safety Scorecard - Revenue

Reduction Goal

3%

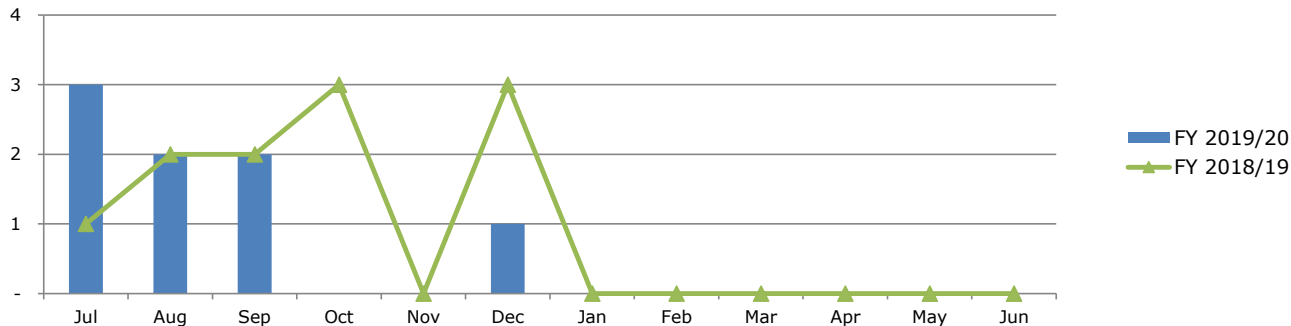
Year to Date Goal

27.3% ★

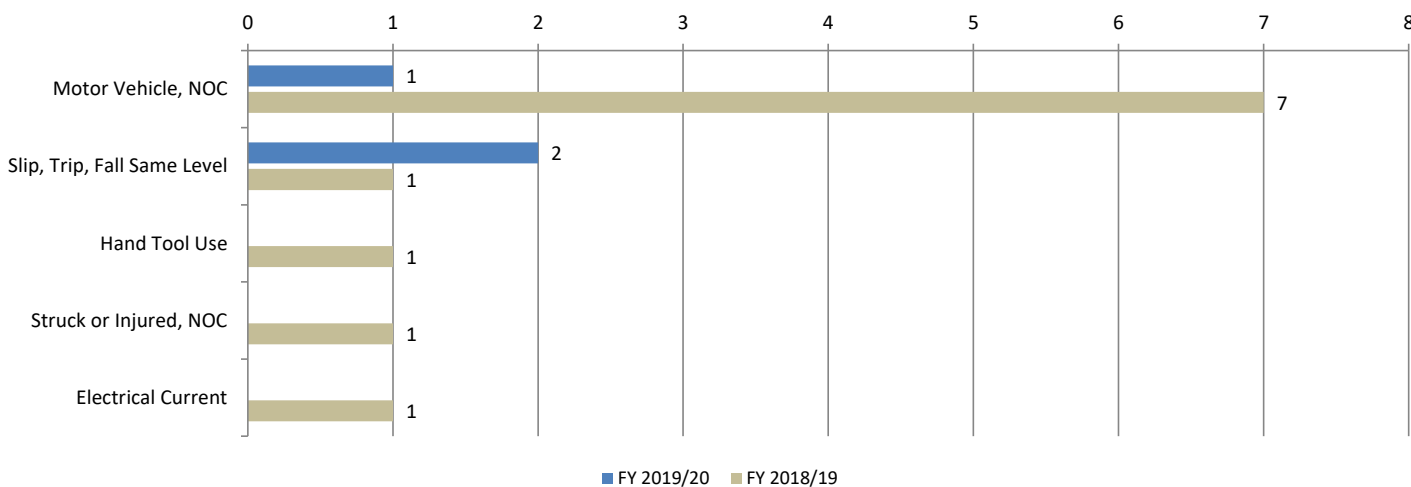
Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
8	\$15,937	\$33,242	11	\$49,095	\$152,014	-3	-\$33,158	-\$118,772

Total Injuries by Month - Current Fiscal Year vs. Previous Fiscal Year



Top Causes - Current Fiscal Year vs. Previous Fiscal Year



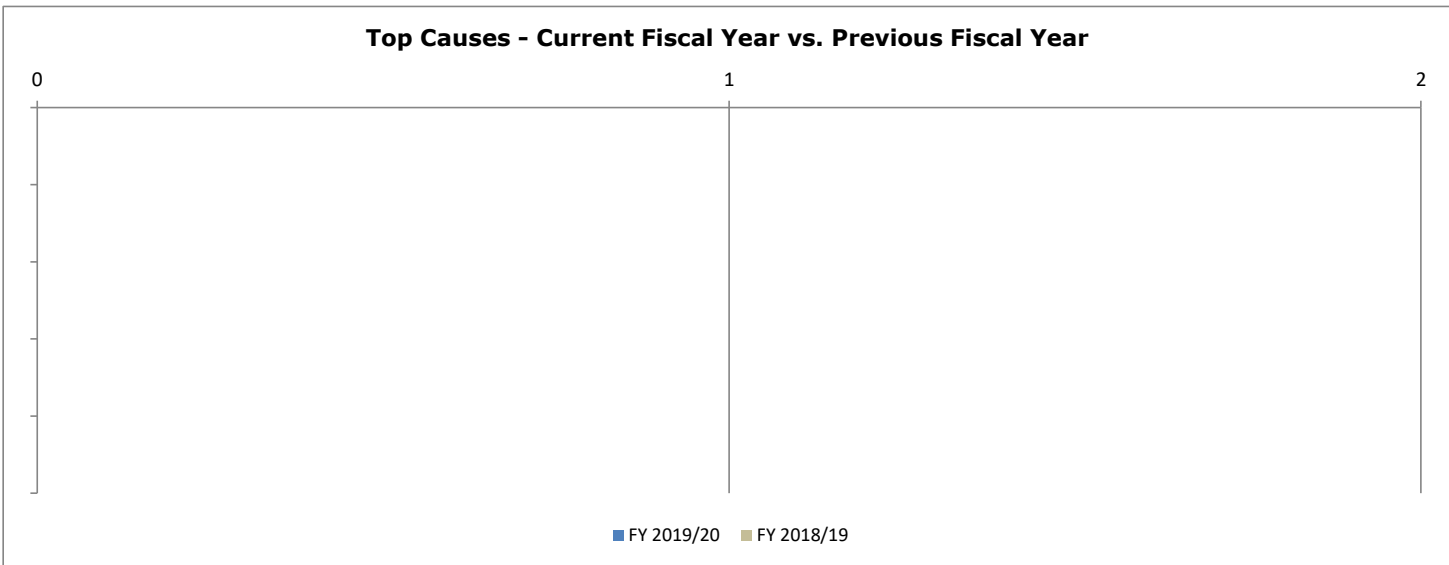
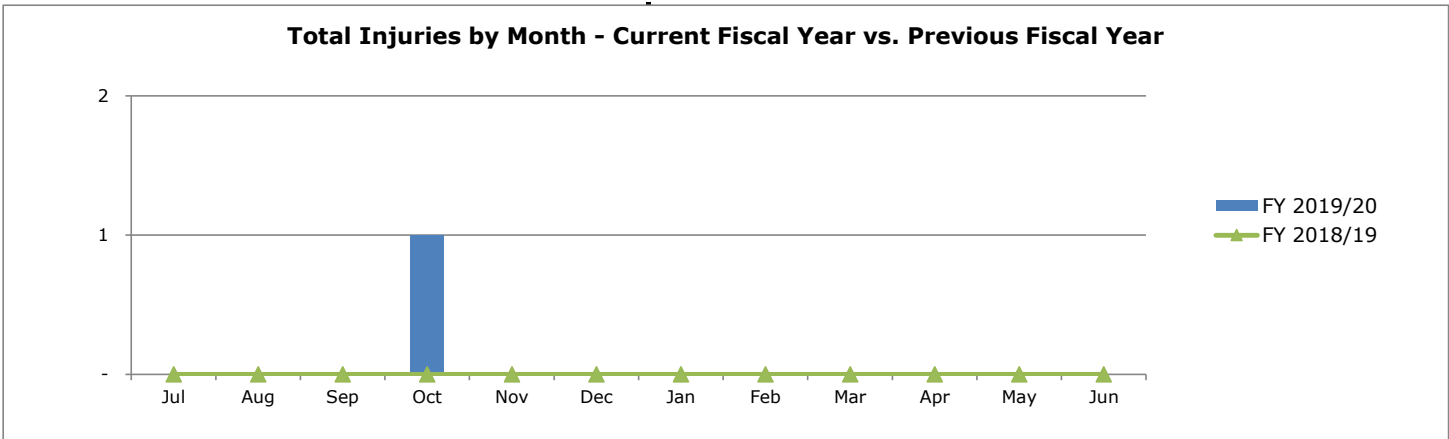
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	3	0	3	\$3,764	\$4,014	* ✘	1	0	1	\$0	\$0
Aug	2	0	2	\$8,989	\$8,989	* ✘	0	2	2	\$46,730	\$143,444
Sep	1	1	2	\$3,185	\$17,740	* ✘	2	0	2	\$2,167	\$2,167
Oct	0	0	0	\$0	\$0	12.5% ★	3	0	3	\$169	\$169
Nov	0	0	0	\$0	\$0	12.5% ★	0	0	0	\$0	\$0
Dec	1	0	1	\$0	\$2,500	27.3% ★	3	0	3	\$29	\$6,235
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	7	1	8	\$15,937	\$33,242		9	2	11	\$49,095	\$152,014

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
1	\$0	\$0	0	\$0	\$0	1	\$0	\$0



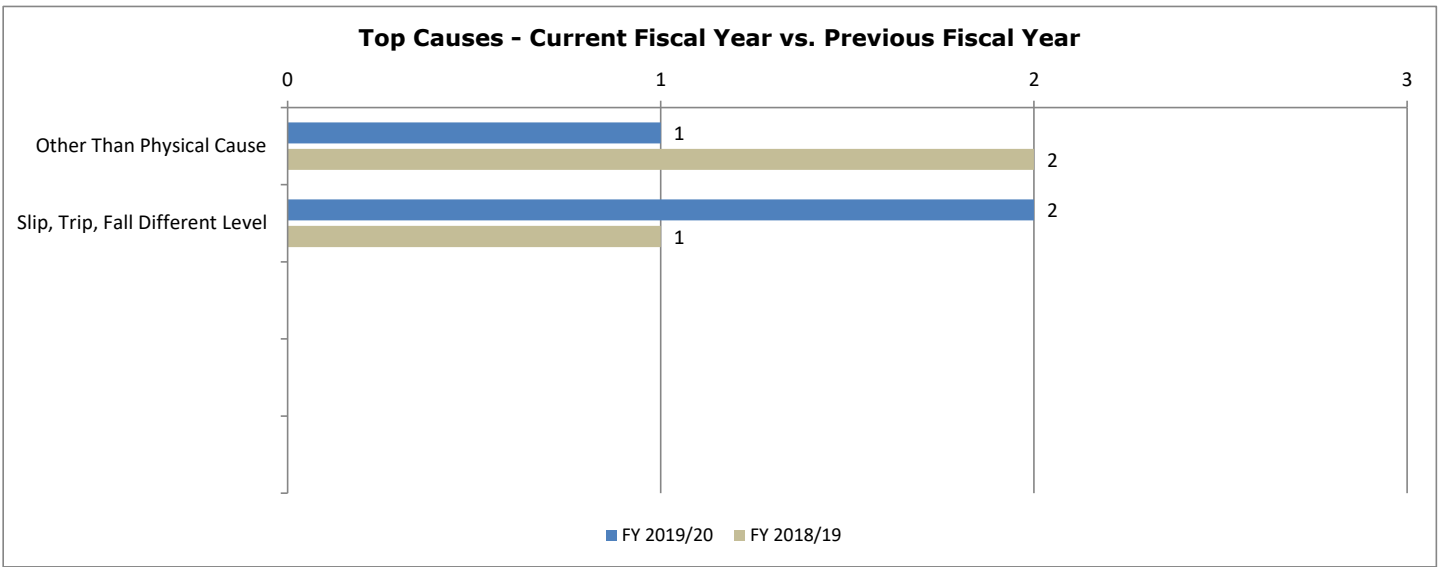
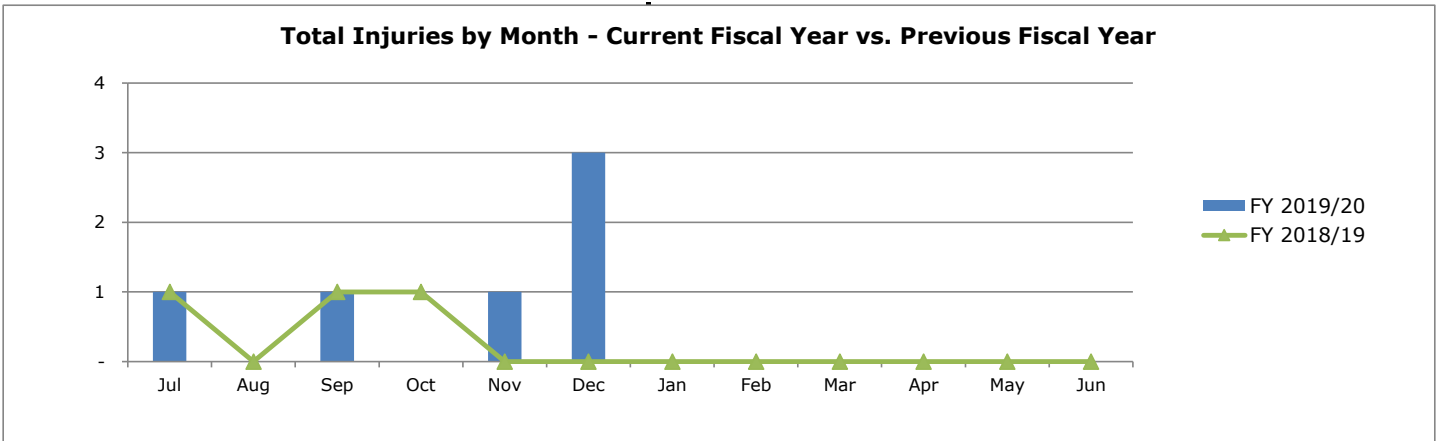
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	1	0	1	\$0	\$0	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	1	0	1	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
6	\$5,910	\$11,410	3	\$19,141	\$21,614	3	-\$13,231	-\$10,204



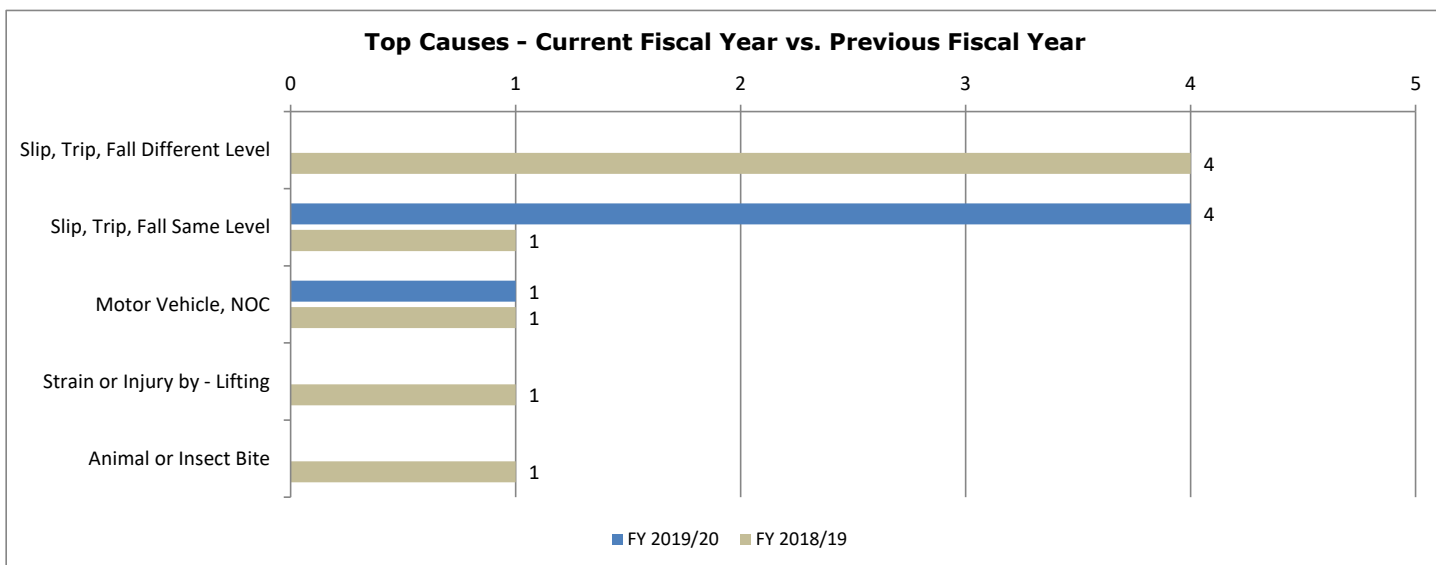
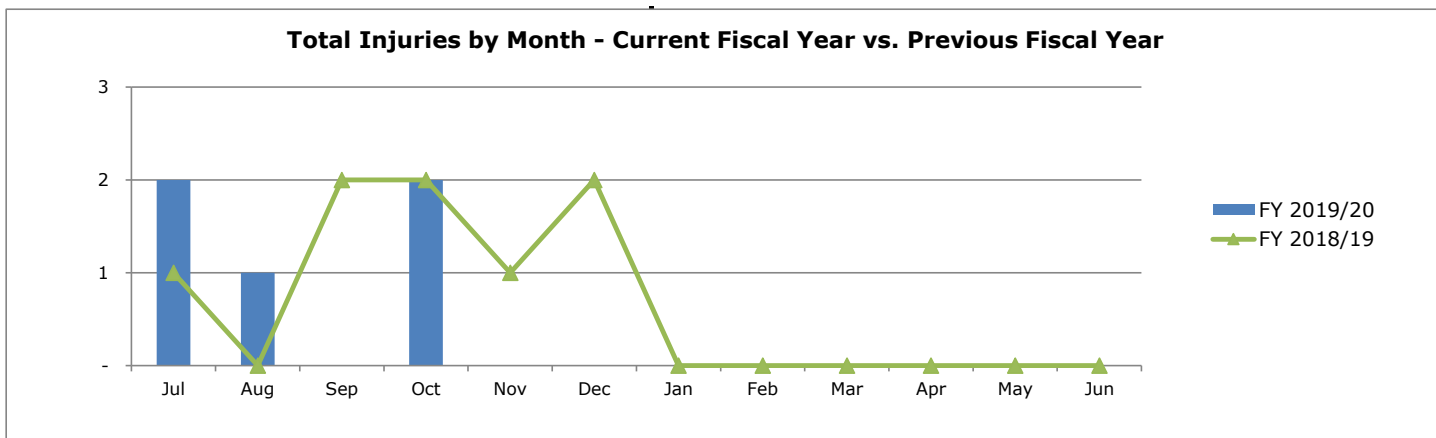
	FY 2019/20					Year to Date Goal	FY 2018/19					
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost	
Jul	1	0	1	\$5,567	\$5,567	0.0%	✘	0	1	1	\$0	\$0
Aug	0	0	0	\$0	\$0	0.0%	✘	0	0	0	\$0	\$0
Sep	1	0	1	\$343	\$343	0.0%	✘	1	0	1	\$18,402	\$20,875
Oct	0	0	0	\$0	\$0	33.3%	★	1	0	1	\$739	\$739
Nov	1	0	1	\$0	\$1,000	0.0%	✘	0	0	0	\$0	\$0
Dec	3	0	3	\$0	\$4,500	*	✘	0	0	0	\$0	\$0
Jan	-	-	-	-	-			-	-	-	-	-
Feb	-	-	-	-	-			-	-	-	-	-
Mar	-	-	-	-	-			-	-	-	-	-
Apr	-	-	-	-	-			-	-	-	-	-
May	-	-	-	-	-			-	-	-	-	-
Jun	-	-	-	-	-			-	-	-	-	-
Total	6	0	6	\$5,910	\$11,410			2	1	3	\$19,141	\$21,614

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
5	\$11,005	\$54,249	8	\$5,123	\$6,955	-3	\$5,882	\$47,294



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	2	0	2	\$249	\$249	* ✘	1	0	1	\$2,088	\$2,088
Aug	1	0	1	\$0	\$0	* ✘	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	0.0% ✘	2	0	2	\$2,241	\$3,000
Oct	1	1	2	\$10,756	\$54,000	0.0% ✘	1	1	2	\$594	\$594
Nov	0	0	0	\$0	\$0	16.7% ★	1	0	1	\$0	\$0
Dec	0	0	0	\$0	\$0	37.5% ★	2	0	2	\$200	\$1,273
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	4	1	5	\$11,005	\$54,249		7	1	8	\$5,123	\$6,955

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◻
 0% - 2.24% reduction ✘

Safety Scorecard - State Employee Retirement

Reduction Goal

3%

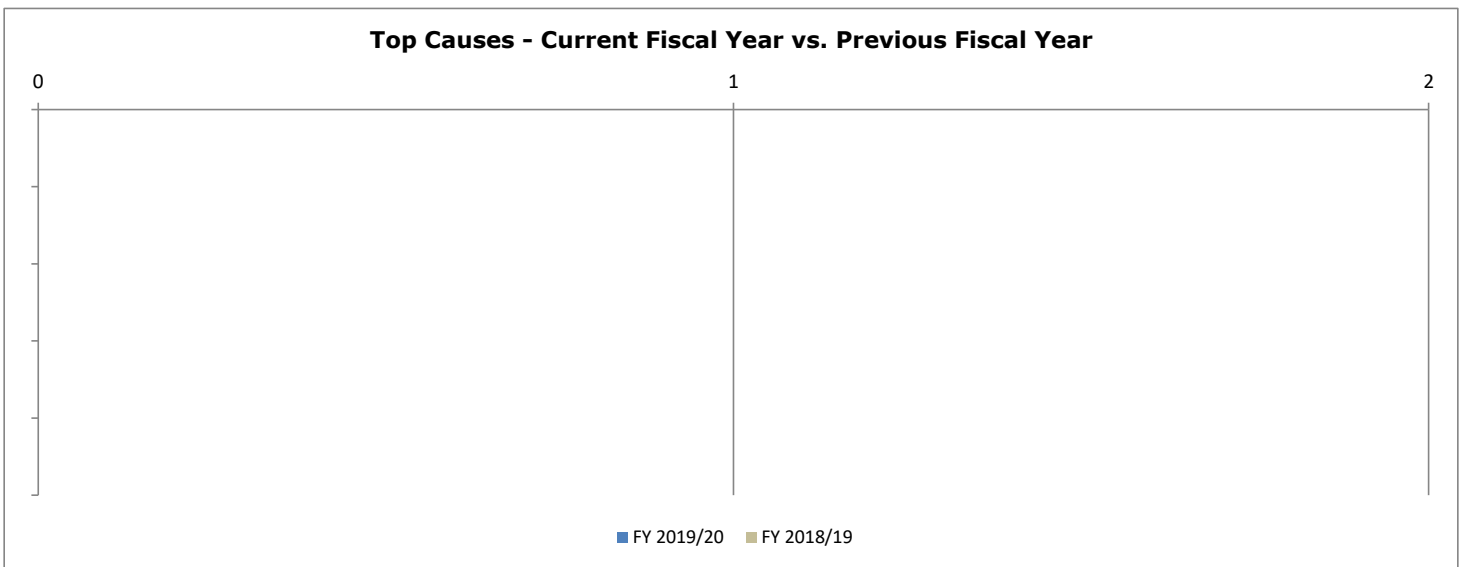
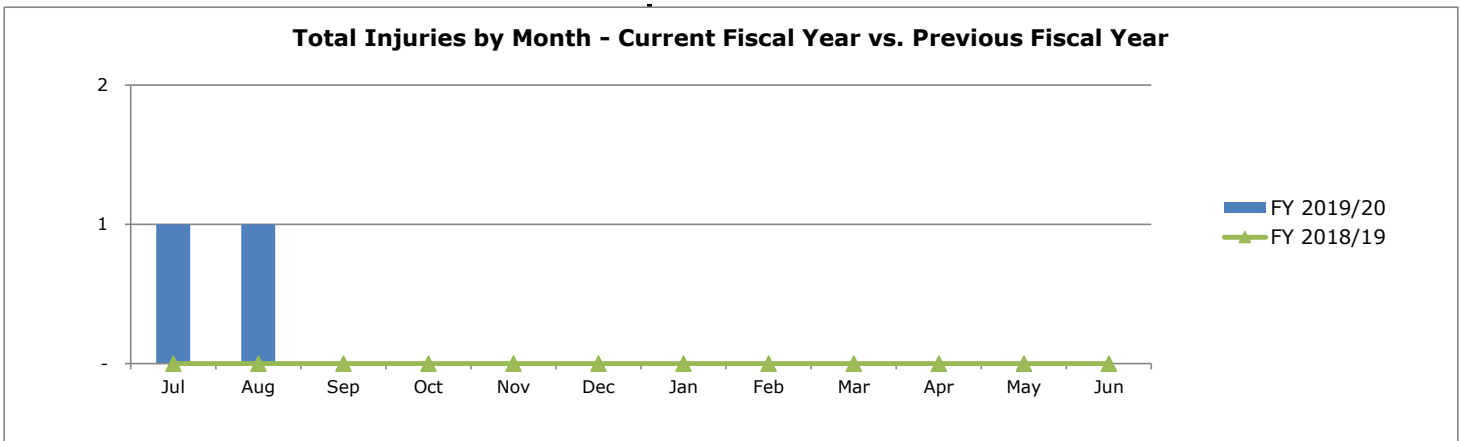
Year to Date Goal

*

✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
2	\$387	\$387	0	\$0	\$0	2	\$387	\$387



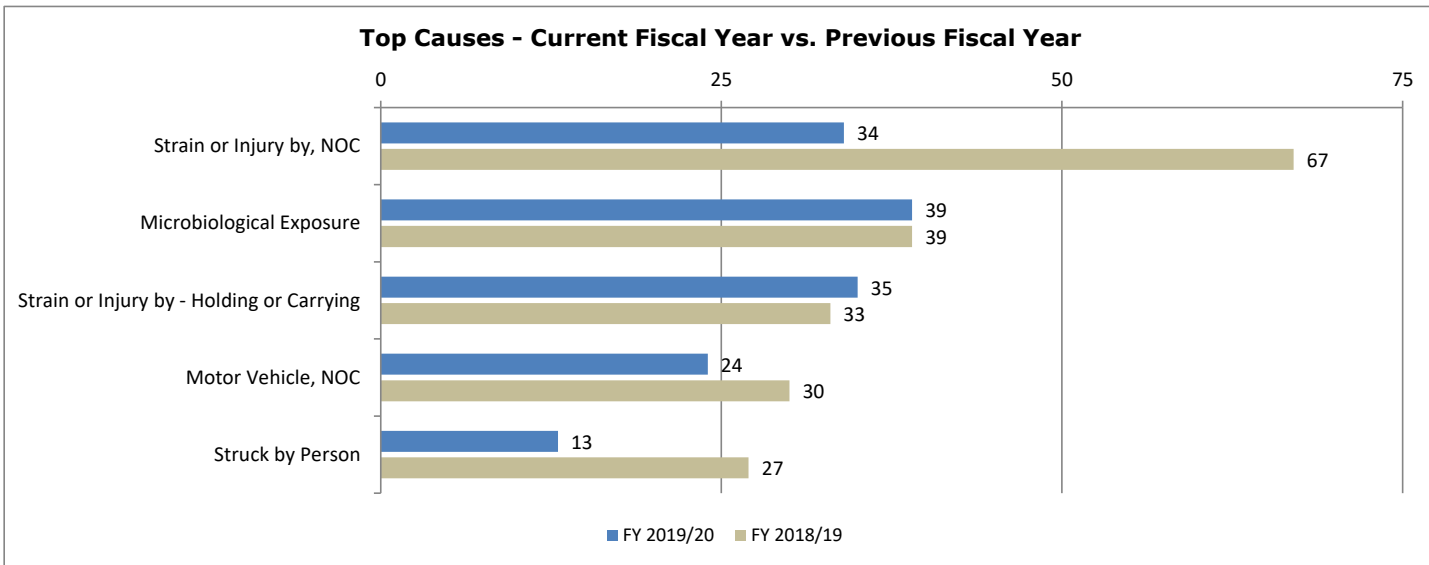
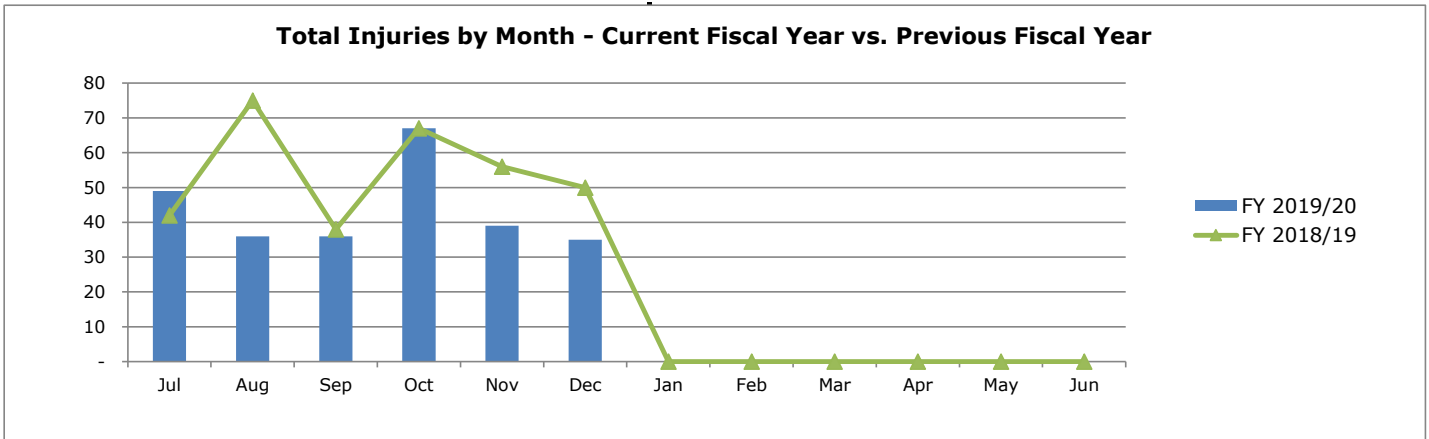
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	1	0	1	\$198	\$198	* ✘	0	0	0	\$0	\$0
Aug	1	0	1	\$189	\$189	* ✘	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	2	0	2	\$387	\$387		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ◼
 0% - 2.24% reduction ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
262	\$589,840	\$1,851,779	328	\$784,273	\$2,430,800	-66	-\$194,433	-\$579,021



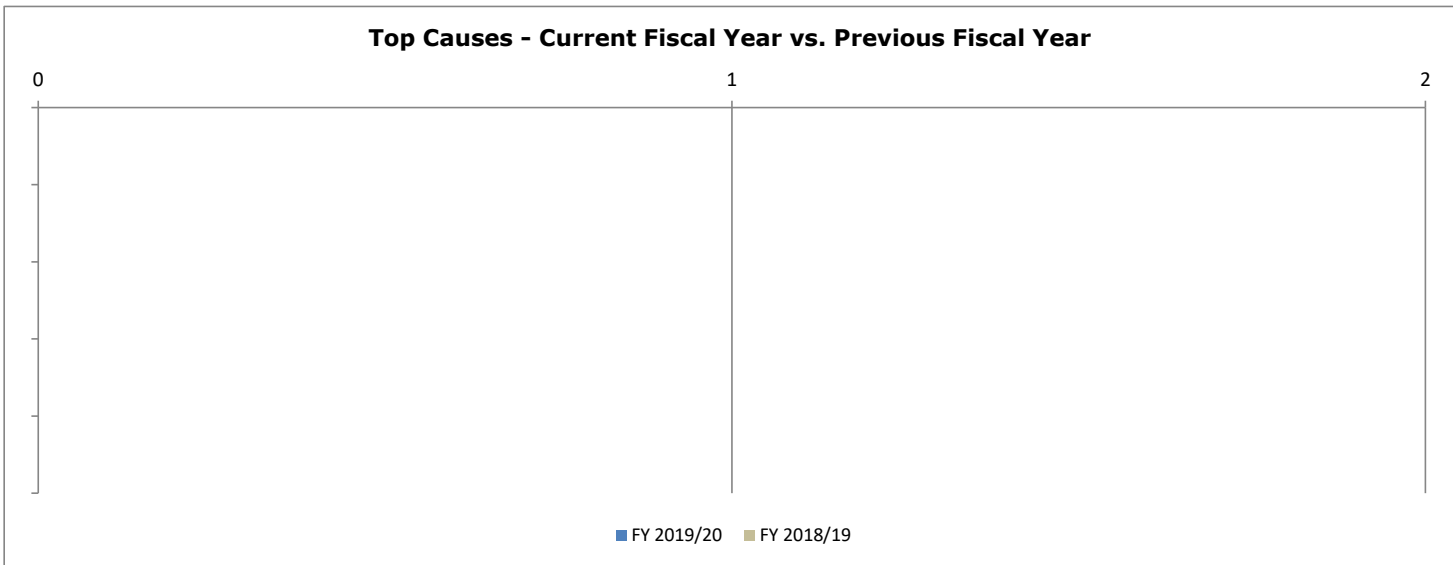
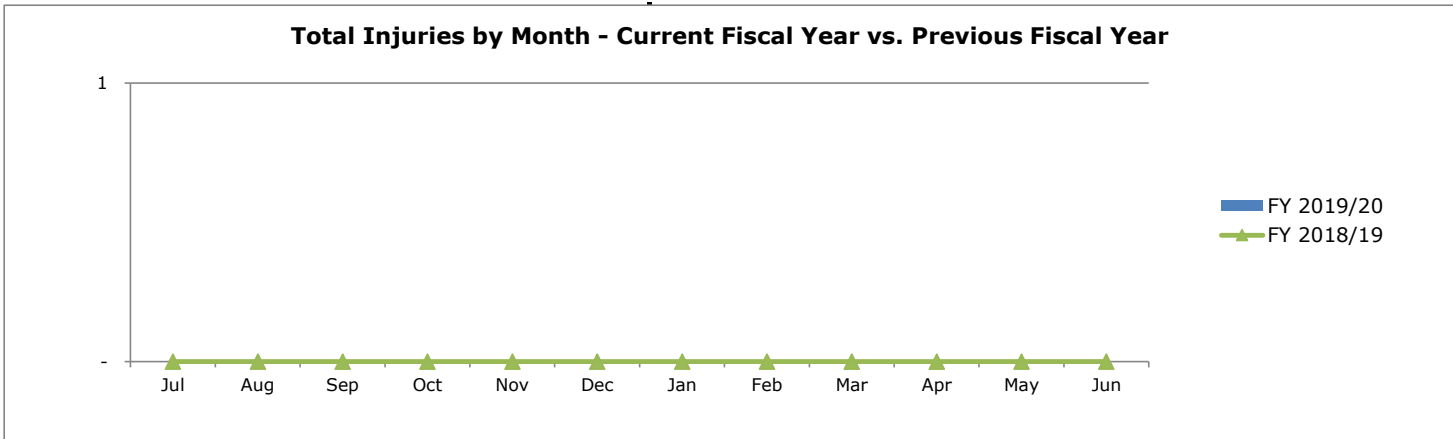
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	45	4	49	\$92,261	\$119,927	* ✖	40	2	42	\$101,935	\$175,091
Aug	32	4	36	\$84,637	\$145,134	27.4% ★	61	14	75	\$455,859	\$898,895
Sep	32	4	36	\$247,662	\$582,182	21.9% ★	34	4	38	\$83,305	\$228,705
Oct	53	14	67	\$125,014	\$560,331	15.3% ★	60	7	67	\$84,317	\$284,846
Nov	35	4	39	\$36,077	\$138,822	18.3% ★	43	13	56	\$55,482	\$586,541
Dec	30	5	35	\$4,190	\$305,384	20.1% ★	48	2	50	\$3,375	\$256,721
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	227	35	262	\$589,840	\$1,851,779		286	42	328	\$784,273	\$2,430,800

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✖

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
0	\$0	\$0	0	\$0	\$0	0	\$0	\$0



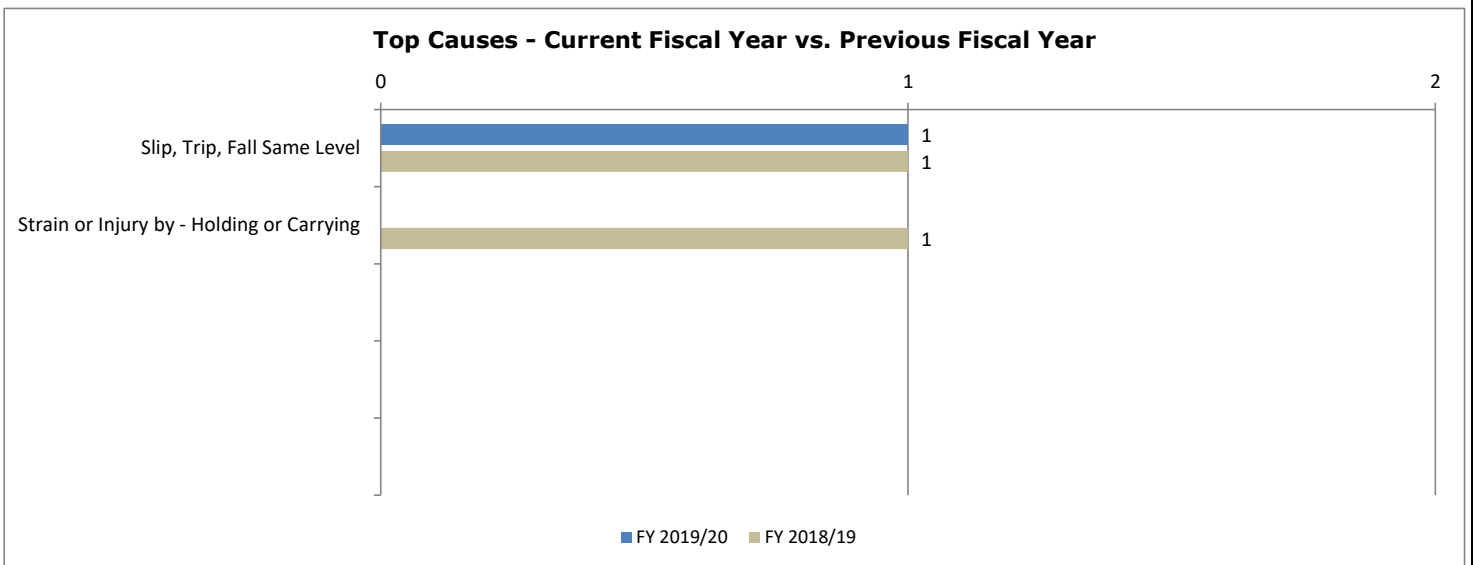
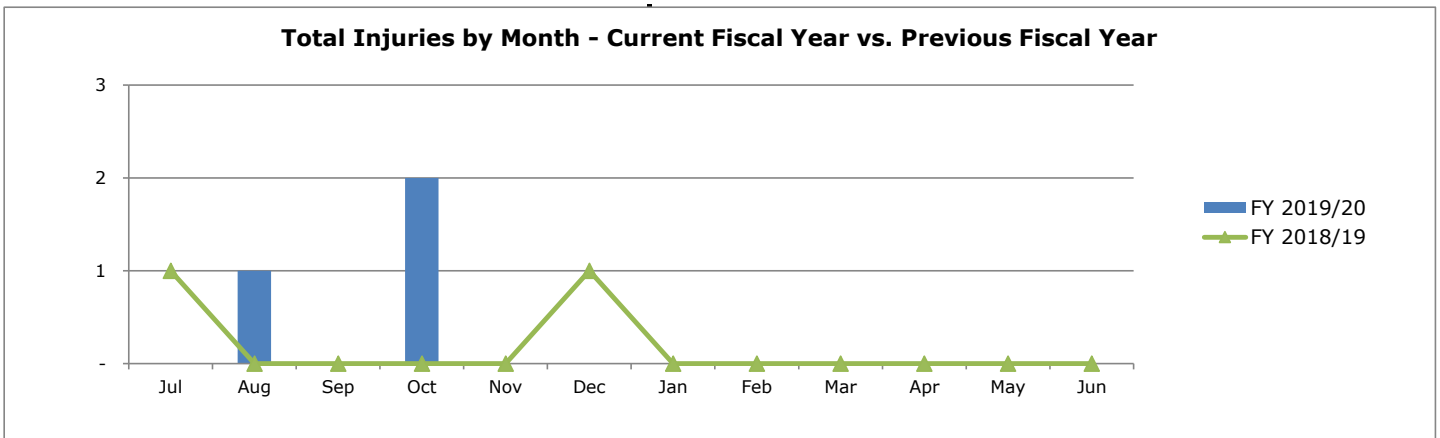
	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Oct	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	100.0% ★	0	0	0	\$0	\$0
Jan	-	-	-				-	-	-		
Feb	-	-	-				-	-	-		
Mar	-	-	-				-	-	-		
Apr	-	-	-				-	-	-		
May	-	-	-				-	-	-		
Jun	-	-	-				-	-	-		
Total	0	0	0	\$0	\$0		0	0	0	\$0	\$0

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	★
0% - 2.24% reduction	✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
3	\$1,188	\$2,754	2	\$7,404	\$12,498	1	-\$6,217	-\$9,744



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	0	0	0	\$0	\$0	100.0% ★	1	0	1	\$7,395	\$9,998
Aug	1	0	1	\$0	\$0	0.0% ✘	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	0.0% ✘	0	0	0	\$0	\$0
Oct	2	0	2	\$1,188	\$2,754	* ✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	* ✘	0	0	0	\$0	\$0
Dec	0	0	0	\$0	\$0	* ✘	1	0	1	\$10	\$2,500
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	3	0	3	\$1,188	\$2,754		2	0	2	\$7,404	\$12,498

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ✘
 0% - 2.24% reduction ✘

Safety Scorecard - Transportation

Reduction Goal

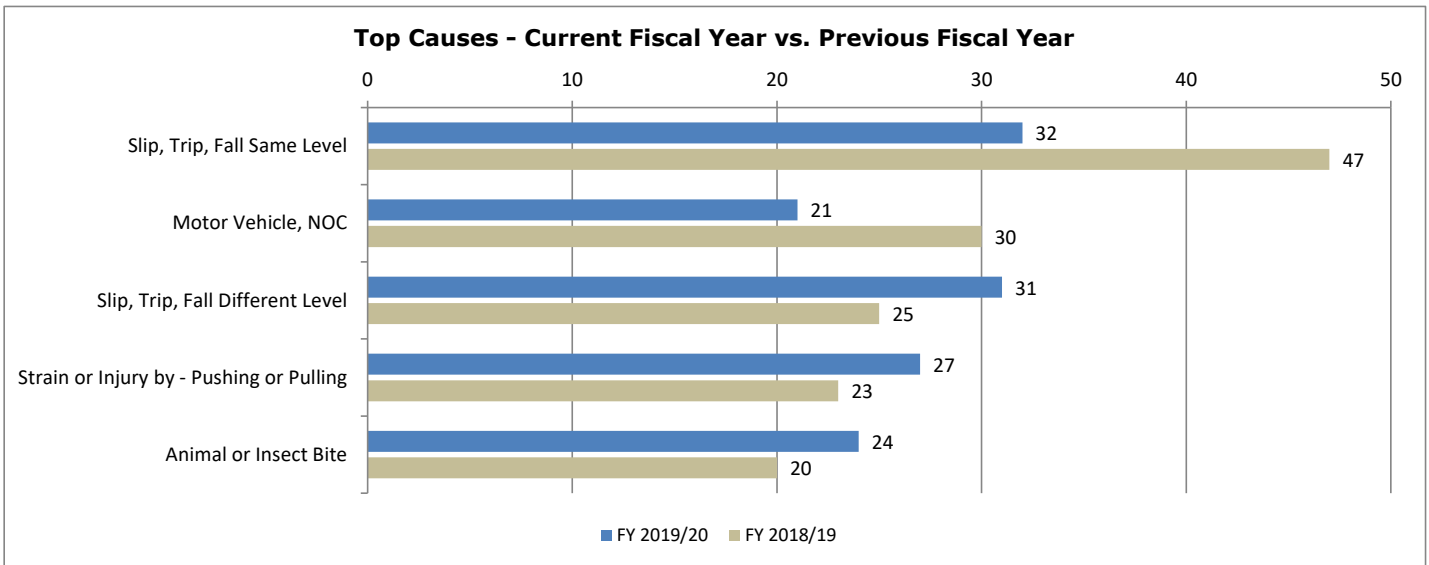
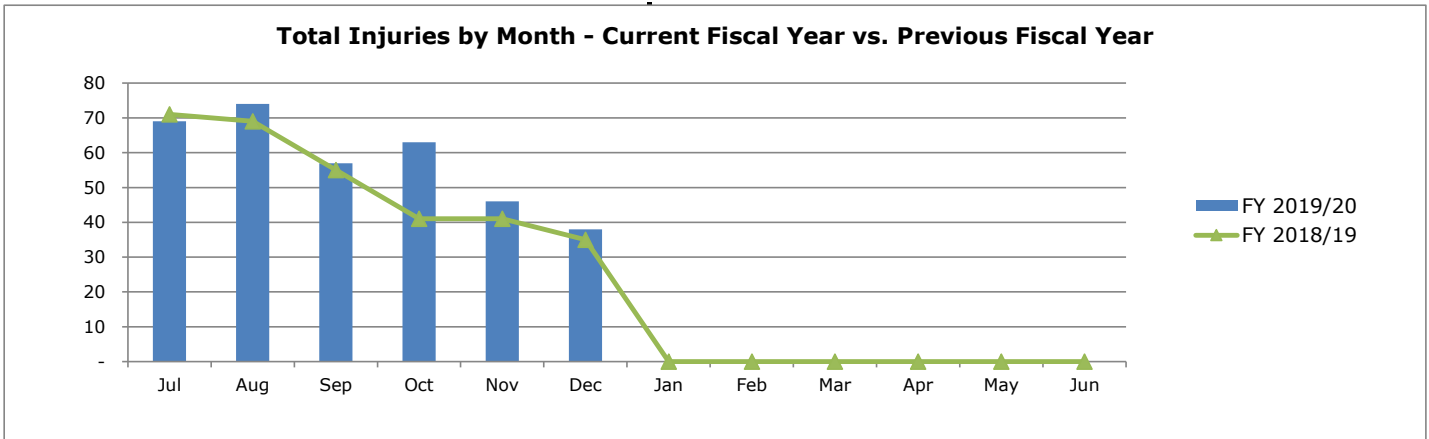
3%

Year to Date Goal

* ✘

Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
347	\$947,597	\$3,023,837	312	\$1,080,608	\$3,947,069	35	-\$133,011	-\$923,233



	FY 2019/20					Year to Date Goal	FY 2018/19				
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost
Jul	58	11	69	\$158,147	\$203,554	2.8% ■	54	17	71	\$479,040	\$897,214
Aug	51	23	74	\$402,888	\$1,070,079	* ✘	53	16	69	\$266,333	\$1,396,940
Sep	45	12	57	\$257,254	\$488,648	* ✘	44	11	55	\$171,567	\$499,887
Oct	52	11	63	\$91,584	\$282,456	* ✘	33	8	41	\$69,097	\$282,641
Nov	38	8	46	\$29,351	\$300,389	* ✘	27	14	41	\$90,670	\$774,593
Dec	29	9	38	\$8,373	\$678,712	* ✘	32	3	35	\$3,900	\$95,795
Jan	-	-	-	-	-		-	-	-	-	-
Feb	-	-	-	-	-		-	-	-	-	-
Mar	-	-	-	-	-		-	-	-	-	-
Apr	-	-	-	-	-		-	-	-	-	-
May	-	-	-	-	-		-	-	-	-	-
Jun	-	-	-	-	-		-	-	-	-	-
Total	273	74	347	\$947,597	\$3,023,837		243	69	312	\$1,080,608	\$3,947,069

* If an (*) is present, there was an increase in injuries.

3% or greater reduction ★
 2.25% - 2.9% reduction ■
 0% - 2.24% reduction ✘

Safety Scorecard - Treasury

Reduction Goal

3%

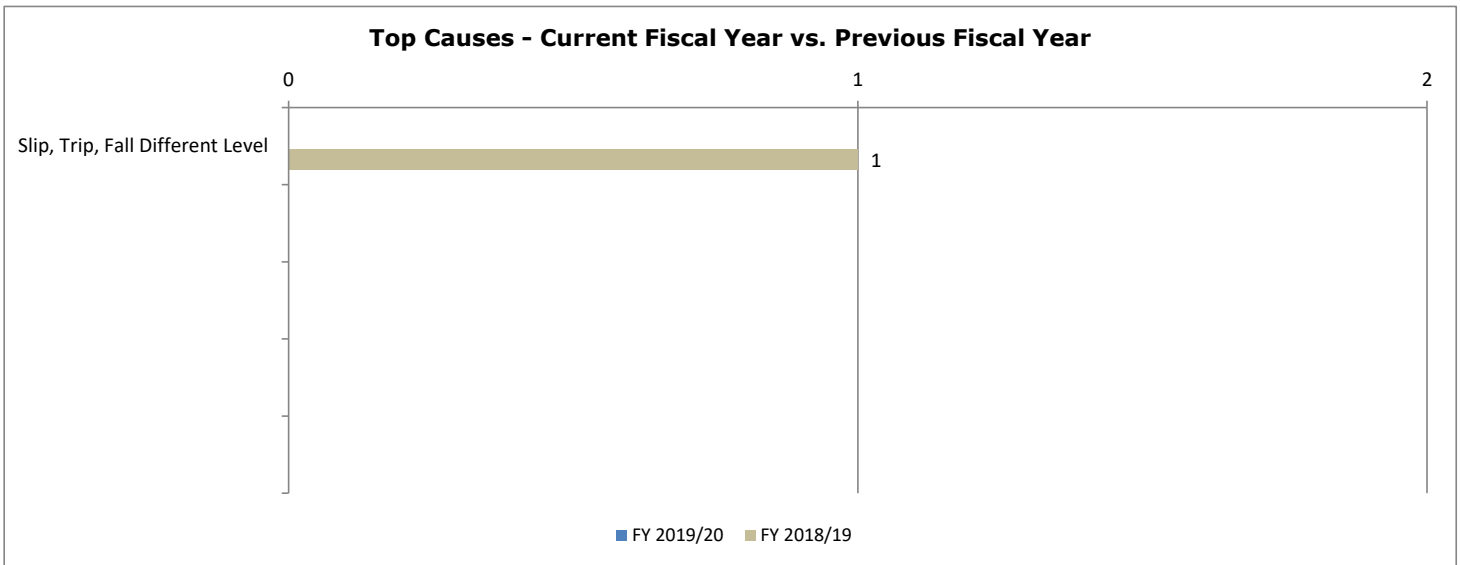
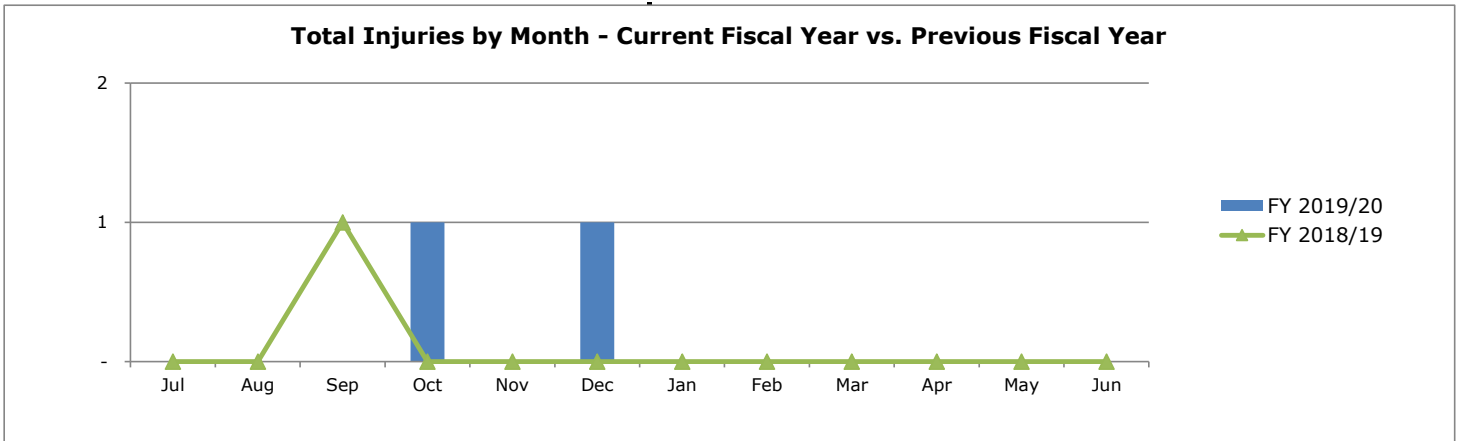
Year to Date Goal

*



Reporting Period: 7/1/2019 - 12/31/19

FY 2019/20 - Year to Date			FY 2018/19 - Year to Date			Year To Date Change		
Total	Paid in Year	Projected Cost	Total	Paid in Year	Projected Cost	Total	Paid In Year	Projected Cost
2	\$0	\$1,000	1	\$13,153	\$44,481	1	-\$13,153	-\$43,481



	FY 2019/20					Year to Date Goal	FY 2018/19					
	Medical	Lost Time	Total	Paid in Year	Projected Cost		Medical	Lost Time	Total	Paid in Year	Projected Cost	
Jul	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Aug	0	0	0	\$0	\$0	100.0%	★	0	0	0	\$0	\$0
Sep	0	0	0	\$0	\$0	100.0%	★	0	1	1	\$13,153	\$44,481
Oct	1	0	1	\$0	\$0	0.0%	✘	0	0	0	\$0	\$0
Nov	0	0	0	\$0	\$0	0.0%	✘	0	0	0	\$0	\$0
Dec	1	0	1	\$0	\$1,000	*	✘	0	0	0	\$0	\$0
Jan	-	-	-					-	-	-		
Feb	-	-	-					-	-	-		
Mar	-	-	-					-	-	-		
Apr	-	-	-					-	-	-		
May	-	-	-					-	-	-		
Jun	-	-	-					-	-	-		
Total	2	0	2	\$0	\$1,000			0	1	1	\$13,153	\$44,481

* If an (*) is present, there was an increase in injuries.

3% or greater reduction	★
2.25% - 2.9% reduction	▲
0% - 2.24% reduction	✘

Agency Workplace Safety and Health Manual

For the

Accident and Illness Prevention Program (AIPP)

Commonwealth of Pennsylvania
Office of Administration

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I. PREFACE

This Manual has been designed to meet the requirements of the Health and Safety Regulations of the Workers' Compensation Law and the health and safety provisions of applicable collective bargaining agreements. It is a manual for Safety Coordinators; it is not written in a format for the general population of employees. However, there are templates for communications that can be used to notify employees of policy, procedures, and contact information.

The manual is set-up to easily find information applying to each required Accident and Illness Prevention Program element. Additional agency policies relating to each element should be included in each applicable section. Having all information under the appropriate section or readily accessible will be helpful during a program review or regulatory audit.

Although agencies are not required to use this exact manual or format, all agencies must develop and implement a policy or procedure for each of the required (A through O) program elements. The policy and templates within this manual meet the mandatory requirements found in the Requirements Guide. If the manual is not used, all safety program information must be kept in a format that can be made available to the Office of Administration upon request or by the Bureau of Workers' Compensation upon audit. Note: Standard templates for the P elements are not provided due to the varying needs and organizational structures of the agencies. However, safety consultants are available to conduct or develop the necessary agency specific hazard assessments and written program materials.

When the provisions of a collective bargaining agreement, a meet-and-discuss understanding, an arbitration award adopted by the Executive Board, or a current Management Directive are inconsistent with the Safety and Health Rules and/or the policies and procedures of this manual, those provisions take precedence.

II. SAFETY PROGRAM ELEMENTS AND TEMPLATES

Program elements A through O must be contained within the Accident & Illness Prevention Program and are considered mandatory by the Pennsylvania Bureau of Workers' Compensation. The mandatory elements must be developed, implemented and monitored by the self-insured employer. Elements P.1 thru P.12 are Protocols or Standard Operating Procedures, when Applicable the Workplace and Workplace Environments. These program elements are applicable on an individual employer basis and are required if the hazards and need for such a program exist within the workplace. The extent of the program should be based on the type of work setting and degree of hazard.

A. SAFETY POLICY STATEMENT

A safety policy statement has been established for the agency and is approved by the **agency head/executive director**. It is reviewed annually for changes and updated by the Safety Coordinator. The policy statement is provided to new employees during orientation and also communicated on an annual basis to all employees via **e-mail**. The approved and signed policy statement is attached.

Agency Letterhead

Our agency is committed to improving the safety and health of our employees, improving productivity through a healthier workforce, and reducing injuries and illnesses. Our agency will strive to provide our employees with the safest possible work environment and the knowledge necessary to safely carry out their job duties. The agency's safety efforts shall be ongoing and focus on continuous improvement.

Working safely is a responsibility shared by all employees. Managers and supervisors are to maintain the safest possible working conditions by encouraging and enforcing agency safety policies and procedures. All of the necessary and available agency resources shall be utilized to accomplish this important endeavor. Employees are to perform their duties in the safest manner possible and adhere to all established safety rules, procedures, and work practices.

Employees are encouraged to actively participate in the agency's safety efforts. Involvement by all levels of the organization shall contribute to an effective safety and health program for the benefit of all employees, their families, and the public.

Agency Head Signature

Date

Safety Policy Statement

B. DESIGNATED A&IP COORDINATOR

Staff are designated and empowered to coordinate the safety and health program and services for the agency. Employees are notified of these individuals on an annual basis. The position description for each employee includes specific safety and health responsibilities; the position description for each employee is attached. Safety Committee member names and specific responsibilities are listed under Program Element C. and/or Program Element K.

Safety Coordinator Orientation Certification:

Safety Coordinator Name	Date Training Successfully Completed	Copy of Certificate
		Attach certificate copy

Agency Letterhead

The following individuals have been designated and empowered to coordinate the safety and health efforts of this agency.

Safety Coordinator:	Name	Telephone
	Address	
	Fax	E-Mail

Safety Support Staff:	Name	Telephone
	Address	
	Fax	E-Mail

Name	Telephone
Address	
Fax	E-Mail

Name	Telephone
Address	
Fax	E-Mail

Designated A&IP Coordinator

Sample Agency Safety Coordinator Position Description:

POSITION DESCRIPTION

Last Name Safety	First Name Coordinator	MI	Employee Number
---------------------	---------------------------	----	-----------------

Job Title	Job Code	Working Title	Position Number
-----------	----------	---------------	-----------------

Department	Organization	Organization Code
------------	--------------	-------------------

Supervisor's Last Name	Supervisor's First Name	Supervisor's Job Title	Supervisor's Pos Number
------------------------	-------------------------	------------------------	-------------------------

Start Time 0000	End Time 0000	Hours/Week 00.0	Days Worked (Check all that apply)							Explain any schedule variations:	
			S	M	T	W	T	F	S		
			<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	

Position Purpose: Describe the primary purpose of this position and how it contributes to the organization’s objectives. Example: *Provides clerical and office support within the Division to ensure its operations are conducted efficiently and effectively.*

Serves as the agency’s Safety Coordinator, serves as the point of contact for all safety matters, and administers the safety program for the agency to ensure a safe workplace for all employees.

Description of Duties: Describe in detail the duties and responsibilities assigned to this position. Descriptions should include the major end result of the task. Example: *Types correspondence, reports, and other various documents from handwritten drafts for review and signature of the supervisor.*

Maintains the agency’s safety program to ensure compliance with state and federal laws, regulations, and standards; published directives; collective bargaining agreements; the Accident and Illness Prevention Program (AIPP); the Personnel Rules; and past practices.

Based on an understanding of the laws, directives, and other commonwealth and agency safety policies and procedures in place, provides guidance and recommendations to all levels of management in the formulation of policy and promotion of sound safety practices.

Periodically provides safety-related communications/education to employees about the agency’s safety policy, procedures, and/or contact information.

Establishes and monitors safety program goals and objectives

Develops recommendations and position papers to management that will address program needs and provide for continuous improvement.

Ensures worksites are inspected on a periodic basis to identify hazards and that identified hazards are addressed or are eliminated.

Ensures all workplace accidents are investigated.

Analyzes loss data and prepares reports to determine effectiveness and identify injury trends.

Evaluates and reviews the program annually to identify opportunities and areas in need of improvement.

Organizes and coordinates labor/management Safety Committees comprised of members from the various departments and/or work locations. Acts as the Safety Committee chairperson or facilitates agency Safety Committees by preparing agendas and minutes, establishing committee goals and work assignments, clarifying rules and procedures, directing and serving on sub-committees

Develops procedures for identifying, reporting, and responding to industrial hygiene concerns.

Administers the employee safety suggestion and communication program and addresses the concerns and ideas submitted.

Ensures emergency actions plans are up-to-date for all occupied work locations, and ensures emergency evacuation drills are conducted every six months and evaluated for effectiveness.

Ensures that prompt access to first aid, CPR, and/or automatic external defibrillators (AED) is available either through the local emergency service or by having trained first responders available throughout the agency.

Administers the PA Worker and Community Right to Know Act including ensuring annual inventory of hazardous substances and preparing annual Right to Know Checklist report and Hazard Substance Survey Form. Coordinates training with the agency's Right-to-Know designees.

Ensures all employees receive safety orientation training. Also, ensures that employees who have specific safety responsibilities, such as fire safety team members, Safety Committee members, first responders, those conducting investigations or hazard assessments, and those who have jobs that are exposed to specific hazards, receive appropriate initial and refresher training.

If not specifically responsible for the following areas, maintains a general understanding of the policy for Workers' Compensation, Worker and Community Right to Know, State Employee Assistance Program, Driver Safety, Workplace Violence, Emergency Preparedness, Continuity of Government Planning, Security, CPR/Emergency Medical Services, and Infectious Diseases.

Works with appropriate budget/fiscal staff to ensure necessary funds are available for training, equipment, and the correction of unsafe or unhealthy working conditions.

Maintains the documentation and files the reports and forms necessary to comply with the requirements of the Bureau of Workers' Compensation and the Governor's Office of Administration.

Maintains a relationship with other state agencies that can provide safety-related assistance and guidance as necessary, such as the Department of Labor and Industry, Department of Health, Department of Environmental Protection, Department of General Services, and the Pennsylvania Emergency Management Agency

Maintains a working relationship with the professional safety consultants who assist the incumbent on technical or unusual safety issues and time consuming activities.

Performs special projects and other duties as required or assigned.

Decision Making: *Describe the types of decisions made by the incumbent of this position and the types of decisions referred to others. Identify the problems or issues that can be resolved at the level of this position, versus those that must be referred to the supervisor. Example: In response to a customer inquiry, I research the status of an activity and prepare a formal response for my supervisor's signature.*

Employee exercises considerable independent judgment and decision making in the implementation of the Department's Safety Program and other related activities. Employee has authority to make recommendations and provide guidance to managers concerning above listed duties without initial consultation with supervisor. General instructions and guidance are given by the supervisor.

Work assignments and projects are often self-generated upon identification of problems or situations. Employee updates supervisor as needed or as scheduled on activities or special issues. Work is reviewed during or upon completion of assignments. Policies developed or other formal communications concerning program execution are reviewed with supervisor and sometimes senior management prior to implementation.

Requirements Profile: Identify any requirements, such as a licensure, registration, or certification, which may be necessary to perform the functions of the positions. Position-specific requirements should be consistent with a Necessary Special Requirement or other criteria identified in the classification specification covering this position. Example: Professional Engineer License

1. Maintains or acquires a certification recognized by the Bureau of Workers' Compensation as a qualified provider of accident and illness prevention services.
2. N/A
3. N/A

Essential Functions: Provide a list of essential functions for this position. Example: *Transports boxes weighing up to 60 pounds.*

1. Understand and follow oral and written instructions.
2. Analyze and interpret policies, regulations, and standards.
3. Effectively communicate orally and in writing.
4. Prepare for and conduct meetings and trainings.
5. Compose written materials.
6. Gather & analyze data.
7. Use a computer and software applications.
8. Maintain effective working relationships.
9. Conduct investigations/assessments.
10. Travel to other work locations.

CERTIFICATION

By entering my name below, I certify to the best of my knowledge all statements contained in this position description are correct.

Employee's Acknowledgement	Job Title:	Date
Supervisor's Acknowledgement	Job Title:	Date
Reviewing Officer's Acknowledgement	Job Title:	Date

C. ASSIGNMENT OF RESPONSIBILITIES FOR DEVELOPING, IMPLEMENTING, AND EVALUATING THE A&IP PROGRAM

Everyone has some responsibility for safety and health. Typical safety and health responsibilities are highlighted by categories on the next two pages. While the Safety Coordinator may not be specifically responsible for each item, the coordinator is the point of contact for all safety and health related issues. Specific staff safety responsibilities are reviewed upon the assignment of duties by the **Safety Coordinator, supervisor, human resource office** and periodically communicated as necessary by **[define agency method of communication and frequency]**

[Adjust responsibilities to appropriate roles, if the safety coordinator is not responsible for all of them.]

Safety Coordinator / Safety Staff General Responsibilities

Communication:

- Provide guidance and recommendations to all levels of management in the formulation of policy and promoting of safety practices.
- Coordinate revisions to the agency safety and health program and procedures with the agency head and communicate as necessary to all employees.
- Ensure that all employees are aware of the agency safety and health policies, procedures, rules, and enforcement measures.
- Maintain and post/publish appropriate emergency contacts for each work site; this is especially important in areas outside of the Capitol Complex.
- Ensure ideas and comments related to safety and health are reviewed under the agency suggestion program and responses to suggestions are published after evaluation.
- Distribute/post Safety Committee meeting notes.
- Ensure that procedures are in place and followed to maintain contact with injured workers.
- Maintain applicable Material Safety Data Sheets and ensure appropriate availability.
- Ensure appropriate safety signage is posted.
- Ensure emergency procedures, lists of emergency personnel, and emergency telephone numbers are posted and kept updated.
- Provide information and statistical reports regarding program effectiveness to selected management, Safety Committees, and others on a periodic (minimum of annually) basis.
- Through Safety Committees, consult with and keep employee representatives (unions) informed of safety-related issues and initiatives.
- Ensure emergency evacuation maps highlighting the path to all exits are posted.

Reporting:

- Coordinate and/or maintain the safety program documentation necessary to comply with commonwealth standards.
- File the required Accident and Illness Prevention Program reports annually.
- Maintain current credentials of accident and illness prevention service providers.

- Complete and file all required accident reports.

Hazard Identification:

- Coordinate or conduct scheduled worksite inspections to identify existing and potential hazards of all work areas.
- Direct and/or assist managers and supervisors in taking immediate corrective action to eliminate or control unsafe acts or conditions.
- Establish procedures for pre-operational process reviews.
- Perform hazard analyses and make recommendations to eliminate unsafe or effectively control unsafe or unhealthy working conditions.
- Develop procedures for identifying, reporting, and responding to industrial hygiene concerns.
- Perform initial industrial hygiene and ergonomic evaluations to determine an appropriate course of action or appropriate consultant services.

Accident Investigation:

- Develop and implement procedures for reporting, investigating, recording, and tracking workplace accidents.
- Investigate all accidents and reported near misses.
- Conduct thorough and prompt investigations or ensure they are performed for all reported accidents.
- Make recommendations to eliminate unsafe or unhealthy conditions.
- Follow-up to ensure recommendations have been effectively communicated.
- Determine inadequacies in the reporting or investigation systems using failure analysis.

Budget/Financial Resources:

- Work with appropriate budget/fiscal staff to ensure necessary funds are available for training, Safety Committee operation, and correction of unsafe or unhealthy conditions.
- In conjunction with program evaluation, review the impact of injury and illness trends upon the agency budget.

Evaluation:

- Establish and monitor the overall safety program goals and objectives, including those for injury reduction and prevention.
- Monitor and evaluate the effectiveness of the safety and health program.
- Determine the measures and performance metrics used to evaluate program effectiveness.
- Review the number and types of claims submitted annually in comparison to other years as a way to determine the safety and health program's effectiveness.
- Perform loss analyses to identify the types of injuries and possible trends.
- Review the safety and health program elements periodically, and at least annually, to develop recommendations that address current program needs and for continuous improvement.
- Review and analyze accident investigation reports to identify casual factors, possible trends, and corrective actions.
- Evaluate the quality and effectiveness of safety training and education programs.
- Evaluate operations to identify hazards and determine necessary controls.

Training:

- Identify and develop the necessary safety training programs and materials for new and existing employees.
- Ensure that a safety and health orientation is provided to all new employees.
- Conduct and/or coordinate safety and health training for all employees and work locations as needed.
- Ensure training is provided for all evacuation team members and agency employees on emergency response procedures.
- Ensure there are an appropriate number of individuals trained in First Aid and/or CPR to provide suitable coverage of the employee population.
- Conduct and/or coordinate training for Safety Committee members.
- Conduct and/or coordinate training for managers and supervisors, including instructions for reporting injuries.
- Ensure supervisors or appropriate employees receive training to effectively perform accident investigations.

Overall:

- Develops, analyzes, plans, implements, coordinates and manages the overall safety and health program.
- Maintains and updates the agency's safety manual.
- Develops safety policies, procedures, and protocols to ensure compliance and address workplace hazards.
- Organize and coordinate the number of labor/management Safety Committees necessary to involve employees from the various departments or work locations into the safety process.
- Establish goals and objectives at least annually.
- Develop performance indicators and track performance versus goals.
- Implement or administer an effective employee suggestion and communication program to address concerns and ideas to improve employee safety and well-being.
- Ensure confidentiality of information related to specific employees.
- Ensure emergency actions plans are developed and updated for all occupied work locations with drills conducted and evaluated every six months.
- Administer the agency's Worker and Community Right to Know Program.
- Ensure the necessary industrial health services are provided to employees.
- Develop and/or coordinate the programs and procedures for obtaining emergency medical treatment at the various agency work locations.

Specific Responsibilities

Safety Contractor:

- Compliance Management International (CMI), Betsy Lovensheimer, BLovensheimer@complianceplace.com, 1.800.701.9369 ext. 110 or by emailing the OA Safety Resource Account at ra-oasafety@pa.gov.
 - Assist the Safety Coordinator as necessary with the development of agency safety policies and work procedures.
 - Develop and/or provide safety and health training as necessary.
 - Perform hazard assessments and conduct safety inspections as needed.
 - Review the safety and health program as necessary to assess compliance and identify areas needing improvement.
 - Perform data analysis to identify injury trends and opportunities for improvement.
 - Serve as a consultant in areas of industrial hygiene, ergonomics, and occupational health.
 - Obtain other consultants who can identify suspected exposures in the workplace.

Safety Committee Members: (Agency Committee Locations and Member Names are listed in Program Element K.)

- Assist in the agency's safety efforts by identify and recommending solutions for workplace safety and health issues.
- Ensure safety and health issues are reviewed and ideas for improvement are regularly considered and communicated to management.
- Assist in the identification and correction of workplace hazards.
- Bring workers and management together in a cooperative effort to promote safety and health in the workplace.
- Set committee goals and objectives while monitoring progress and achievements.
- Review or investigate injuries and provide recommendations to prevent recurrences.
- Assist in the communication of safety and health information to employees.

Building Evacuation Team Members: (Team Member Names and Contact Information are listed in Program Element I.)

- Provide for a safe evacuation of the building occupants during an emergency.
- Specific responsibilities for each team member are detailed in Program Element I.

Managers and Supervisors:

- Provide necessary safety and health training to all employees, or ensure it is provided.
- Ensure safety and health policies, procedures and rules have been learned and are fully demonstrated and adhered to in the work environment.
- Provide or disseminate safety information to employees as appropriate.
- Be continuously aware of safety and health conditions within the work area. Assist in the identification and reporting of hazards.
- Take or coordinate the corrective actions necessary to address any unsafe work condition or acts.
- Investigate and report all accidents and injuries. Complete an *Accident Investigation Report* regardless of severity or whether or not an injury occurred. Attached to the report should be a *Witness Statement*. If an injury occurred ensure emergency medical care is provided and complete a *Workers' Compensation Injury Report*.

- Provide or make available the necessary safety or personal protective equipment required for the work environment or task.
- Provide job specific safety orientation to all new employees and upon assignment of a new task or operation that has exposure to hazards.
- Be aware of building evacuation procedures and ensure individuals are designated to provide needed assistance to disabled personnel during emergency evacuations.
- Be aware of emergency phone numbers and certified First Aid volunteers and CPR volunteers.

Employees:

- Ensure the safety and health of themselves and of those around them
- Be familiar with and adhere to established safety procedures, rules, and work practices.
- Utilize and properly maintain all necessary/provided safety or personal protective equipment and controls.
- Immediately report all workplace injuries or accidents to their supervisor.
- Report all workplace hazards or safety concerns through the safety suggestion process or through the supervisory chain of command.
- Participate in all required agency safety training and education efforts.
- Upon request, participate in Safety Committees, emergency evacuation teams, first responder training, and any other safety or health group established by the agency
- Notify in advance a manager or supervisor, the Fire Marshal, and/or Floor Chief of disabilities that will require the employee to be assisted during an emergency evacuation.

Safety Responsibility Communication:

Name	Safety Role	Date of Orientation or Refresher

D. PROGRAM GOALS AND OBJECTIVES

The overall goal is to prevent injuries and provide for a safe work environment. The purpose of this policy is to establish the methods used for developing, communicating, and evaluating the agency's safety program goals and objectives.

The establishment of annual goals and objectives provides direction and a means of communication that encourages continuous safety program improvement. Safety program improvement can be achieved by reducing accident frequency, accident severity, and their related costs (trailing indicators). Program improvement may also be achieved through the proactive methods of evaluation and enhancement of the safety program or services (leading indicators). The following definitions apply:

Goals: Program goals are the broad, long term intentions or achievements an organization strives to accomplish. Goals are stated in specific terms that can be measured quantitatively or qualitatively.

Objectives: Are specific actions or targets that are established to support and/or achieve the goal.

Performance Indicator: Is a system or measure used for analysis, trending, and comparing achievements to goals.

Trailing Indicator: Is a performance indicator that responds to circumstances that already exist. The trailing indicator is reactive to identified weaknesses and/or demonstrated failures.

Leading Indicator: Is a performance indicator that responds to changing circumstances and takes actions to achieve desired outcomes before failures and weaknesses present themselves.

Goal Development

Responsibilities: Agency safety goals and objectives are developed annually on a fiscal year basis. The responsibility to develop the goals and objectives is accomplished through a cooperative effort [or as defined by the agency's administration]. Individuals or groups that participate in the goals and objectives development include, but are not limited to, the following:

Safety Coordinator
Safety Committee Chairperson
Workplace Safety Committee Members
Bureau Directors
Human Resource Director
Workers' Compensation Coordinator
Safety Consultants

The following individuals or groups are responsible for establishing goals. [Modify the responsibilities section below to include the names and titles of the individuals or groups responsible for establishing the agency's goals and objectives.]

The Safety Coordinator is responsible for ensuring all safety program goals, objectives, and performance indicators are established annually. Once drafted, the goals and objectives are shared and discussed with the **Safety Committee** before being communicated to senior management (**Agency Head, Deputy Secretaries, and Bureau Directors**) for approval.

Field organizations are responsible for establishing their own goals and objectives, which are communicated to the Safety Coordinator. **Field organization** goals and objectives are appropriate for their needs and are consistent with the overall workplace safety and health program goals.

Criteria: When possible, agency goals and objectives are developed and defined in a format that meets the following criteria: Specific, Measurable, Achievable, Relevant and Time Based. The following is a description of the individual criteria or format components.

Specific: Must address a precise or particular circumstance. Avoid broad base topics.

Measurable: The goals can be expressed in quantitative or qualitative terms. Quantitative measures are expressed through the use of data and percentages. Qualitative measures are expressed through relationship and/or comparison to norms.

Achievable: The capability to reach a desired outcome. Remember to strive for excellence, but be careful to avoid setting unachievable or unrealistic goals.

Relevant: The goal should be directly related to needs of the organization.

Time-Based: The goal should be assigned a benchmark to provide direction and motivation for achievement.

Performance Indicators: Leading and trailing performance indicators are identified and used for the establishment of agency goals and objectives. Trailing indicators are after-the-fact measures of safety performance and the outcomes for having or not having effective safety systems in place. Leading indicators are proactive performance measures based on actions to achieve desired outcomes before failures and weaknesses present themselves.

Note: Trailing indicators are commonly used to establish safety goals and measure performance since they are quantitative, objective, and widely recognized. However, relying solely on trailing indicators is not recommended since they are not effective at predicting future success. Leading indicators are made up of the tangible, measurable, and definable activities that serve to foster an organization's safety culture. Leading indicators are frequently used by organizations that experience few accidents, achieved consistent loss reductions, or have established a continuous improvement safety system. Ideally, agencies should use a mix of leading and trailing indicators to develop their goals and objectives.

Trailing Indicator examples:

- Workers' Compensation Costs
- Cost per claim or injury
- Number of claims/injuries
- Claim or injury frequency rates
- Injury types

Number of lost time injuries
Number of incident only claims

Leading Indicator examples:

Closure rates for corrective actions or recommendations
Internal auditing or analysis of safety policies and procedures
Development/implementation of procedures or training programs
Increased frequency of inspections/hazard identification
Employee safety surveys or suggestions
Development of safety sub-committees
Increased reporting of near misses
Root cause/causal factor analysis

[Modify the criteria and performance indicator sections to reflect the methods, information, and data used by the agency for the development of goals and objectives.]

Goal Communication and Evaluation

Communication: Information and progress regarding the safety goals and objectives are communicated to senior management and shared with all employees. This communication is essential for increasing the visibility of the safety program, to garner the necessary support for the safety program, maximize agency resources to accomplish the goals and objectives, and ensure safety performance accountability at all levels.

[The communication methods defined below should be modified to reflect your agency process.]

At minimum, annual goals and objectives are provided to senior management (Agency Head, Deputies, and Bureau Directors) to keep them informed on and involved in the agency's safety efforts and initiatives. The methods for communicating agency goals and objectives include the following:

Senior Management: Goals and objectives are communicated in writing to the Agency Head for approval and provided to other senior managers.

Managers/Supervisors: Following administrative approval, goals and objectives are communicated to managers/supervisor during management meetings and/or administrative memo or directive.

Employees: Employees are informed of safety goals and objectives via staff meetings, memos, news letters, e-mails and/or training sessions.

Office of Administration: The agency's Safety Coordinator is responsible for providing goals and objectives information and progress reports to the Office of Administration.

Evaluation: Performance indicators or measures are established to help determine if the desired results are being achieved. The status of agency goals and objectives is monitored at least quarterly, and changes are made where necessary and possible to improve performance. In the event that an established goal is reached before the defined target, a new goal is established. The achievement or effectiveness of the goals and objectives is evaluated at least annually. Each time the goals and objectives are monitored or evaluated, the status is reported in writing to senior management and the Safety Committee.

The status of field organization goals and objectives are monitored at least quarterly and evaluated for achievement at least annually. Status and evaluation reports are provided in writing to the Safety Coordinator, as well as, [site Safety Committees and management](#).

Recordkeeping

All records pertaining to the safety program goals and objectives are maintained by the Safety Coordinator and will be kept at [\[insert location\]](#). The following is a list of the records that are maintained in accordance with the safety goals and objectives policy.

[\[The following are examples of information that can be maintained in accordance with this policy. Modify the information as appropriate.\]](#)

- List of approved goals and objectives including dates of development and completion.
- Reports monitoring and evaluating the status and achievement of goals and objectives.
- Copies of memos or correspondence pertaining to the communication of the safety goals and objectives.
- Minutes of meetings that involved the communication of the goals and objectives.
- Names and titles of individuals involved in the development and implementation of the safety goals and objectives.
- Documentation of suggestions, concerns and/or disputes in relation to the goals and objectives.

Sample 1 with examples:

Agency Name
Goals and Objectives
For Fiscal Year _____

Goal #1: To reduce injury/claims rate by ___%.

Objective	Action Items	Performance Indicator / Due Date	Status
Perform loss and data analysis.	<ul style="list-style-type: none"> • Review and analyze injury loss reports. • Review claim reports. • Review accident investigation reports. • Develop injury analysis report and communicate injury statistics. 	<ul style="list-style-type: none"> • Identify most frequent injury types. • Identify most costly injuries. • Identify work locations with high injury rates. • Communicate information to management. 	
Identify work procedure and training needs.	<ul style="list-style-type: none"> • Conduct hazard assessments and workplace inspections. • Evaluate safety policies and procedures. • Review operations, job types, and work locations. • Review operations, tasks, and equipment. • Review Training records. 	<ul style="list-style-type: none"> • Hazard assessments completed. • Self-assessment and report completed. • Work procedures identified. • Affected work locations and employees identified. • Training needs identified. 	
Develop and implement necessary work procedures and training.	<ul style="list-style-type: none"> • Target most frequent and severe injury types. • Develop safety policies, procedures, and training. • Communicate information to managers and supervisors. • Provide train-the-trainer to identified staff. • Provide training to all employees. • Assess and provide necessary PPE, equipment, or safeguards. 	<ul style="list-style-type: none"> • Reduce back related injuries by 10%. • Reduce injury related costs. • Develop back safety program and training. • Training provided to identified or affected employees. • Corrective actions implemented. 	

Goal Review and Communication:

Reviewer Signature	Date Reviewed	Communication	Date

Goal #2: To maintain program compliance and identify opportunities for improvement.

Objective	Action Items	Performance Indicator / Due Date	Status

Goal Review and Communication:

Reviewer Signature	Date Reviewed	Communication	Date

Goal #3: To increase program visibility and promote workplace safety and health program awareness.

Objective	Action Items	Performance Indicator / Due Date	Status

Goal Review and Communication:

Reviewer Signature	Date Reviewed	Communication	Date

Sample 2:

Agency Name
Goals and Objectives
For Fiscal Year _____

Goal or Objective	Action Items	Performance Indicator / Due Date	Status and Communication

Reviewer Signature

Date

Goals and Objectives

E. METHODS FOR IDENTIFYING AND EVALUATING HAZARDS AND DEVELOPING CORRECTIVE ACTIONS FOR THEIR MITIGATION

Safety Inspections

The primary purpose of a safety inspection is to detect and correct potential safety and health hazards. The identification of hazards is a proactive means of reducing or preventing workplace accidents and injuries. Safety inspections are conducted **at least semi-annually** for all occupied agency work locations and **at least quarterly** for areas identified with higher risk or more significant hazards. The frequency of inspections is dependent upon the severity of the potential hazards and the likelihood for employee contact with those potential hazards. Training in hazard identification and inspection procedures is provided to all individuals assigned the responsibility to perform these inspections.

[List the agency work locations / operations, the frequency of inspections, and the staff assigned the responsibility to conduct the inspections.]

A *Safety Inspection Checklist/Form/Report* is used by and assists the Safety Coordinator or designee in conducting thorough safety inspections of their areas of responsibility. Appropriate methods to conduct safety inspections are used for the various types of agency work environments and operations. For example, an *Office Safety Inspection Checklist* is used for office only areas or locations. A place for comments to explain or detail identified hazards, deficient items, or recommendations is included on all inspection checklists or forms. The Safety Coordinator ensures suitable checklists or forms are developed and utilized for the appropriate work areas.

Inspections focus on the following categories:

- General conditions – housekeeping, lighting, walking and working surfaces, proper safety and health related postings or labeling being in place.
- Specific hazards – machinery, equipment, supplies, chemicals, and tools.
- Fire safety– written policies and procedures, fire drills, fire exits, and portable fire extinguishers.
- Work practices – improper or unnecessary manual lifting, inefficient work layout and procedures, hazardous storage of heavy materials in overhead areas, improper use of equipment, and employee lack of awareness of safe work practices.

After safety inspections are completed, one copy is provided to the manager(s) or supervisor(s) at the area of the inspection and a second copy is maintained by the agency Safety Coordinator or regional/facility safety staff. Copies of all inspection reports are maintained for the past three complete fiscal years.

[List agency specific methods used to conduct and document inspections for the various work environments or operations. Maintain template forms in the manual]

Hazards Identified by Managers and Employees

Bureau directors, division chiefs, and supervisors must be aware of the safety and health conditions within their respective work areas and have the responsibility to assist in the identification and reporting of potential hazards.

Employees are responsible to identify and report hazards in their work area through the Health and Safety Suggestion program, Program Element J, or by reporting the hazard directly to the manager or supervisor, the Safety Coordinator, or a member of the Safety Committee.

Corrective Actions and Solutions

The results of inspections are communicated to the appropriate managers and supervisors responsible for those work areas. Inspection findings and recommendations are also shared with the appropriate Safety Committee members. With support from the Safety Coordinator, site safety staff, or Safety Committee, managers and supervisors are responsible for developing and implementing the necessary corrective actions for identified hazards and deficiencies. Hazards and recommendations that are easily correctable shall be addressed immediately.

All identified hazards, deficiencies, or recommendations are tracked and reviewed to ensure effective corrective actions are completed. Records indicating the completion of corrective actions are forwarded to and maintained by the Safety Coordinator or site safety staff.

As a result of safety inspections, any changes to the work environment, processes, or equipment are communicated to all affected employees. If procedures are not in place to address the identified hazards or deficiencies, they are developed and implemented with the appropriate training provided to employees exposed to the hazard. Copies of management and employee communications and training records are maintained by the agency Safety Coordinator or site safety staff.

[Insert or modify the procedure to include agency specific methods and responsibilities for the development, implementation, and tracking of corrective actions.]

Office Safety Inspection Checklist

This checklist addresses responsibilities and possible safety hazards which may be present in an administrative work location. This form is to be completed by employees who have been trained to perform safety inspections. To complete the checklist, employee interviews and some records review will occur. Upon completion, the form is provided to all managers and supervisors at the work location and one copy is provided to the Safety Coordinator.

For any items checked "No", an explanation must be provided on an attached sheet.

Agency/Bureau/Division/Site	Address		
		YES	NO
1	Are all employees aware of their responsibility to report unsafe acts or conditions to their supervisors and is there evidence of how employees were made aware of this responsibility?	<input type="checkbox"/>	<input type="checkbox"/>
2	Are all managers and supervisors aware that all accidents, whether an injury occurred or not, must be reported?	<input type="checkbox"/>	<input type="checkbox"/>
3	Do all supervisors know and follow the correct procedures for reporting accidents, with forms properly completed?	<input type="checkbox"/>	<input type="checkbox"/>
4	Do all first level supervisors conduct daily sight inspections of their area(s) of responsibility to identify and eliminate unsafe acts and conditions?	<input type="checkbox"/>	<input type="checkbox"/>
5	Do all new employees receive safety training/orientation before beginning their assigned duties, as evidenced by documentation?	<input type="checkbox"/>	<input type="checkbox"/>
6	Do all employees, including managers and supervisors, receive the proper periodic safety training updates?	<input type="checkbox"/>	<input type="checkbox"/>
7	Do all employees know their responsibility during emergencies, i.e., fire, bomb threats, etc. as evidenced by questioning?	<input type="checkbox"/>	<input type="checkbox"/>
8	Is there litter or spilled liquid on the floor, i.e. water, pencils, pens, paper clips, rubber bands, paper, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
9	Are floor surfaces free of hazards, i.e. carpeting in good condition, chips in floor, mats flat on the floor without turned up edges, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
10	Are warning signs posted near hazards, i.e. wet floors, repair work, doors that open into aisles, etc?	<input type="checkbox"/>	<input type="checkbox"/>
11	Are office machines placed solidly on desks or tables?	<input type="checkbox"/>	<input type="checkbox"/>
12	Are electric cords secured to desks or tables to prevent tripping or pulling machines on the floor?	<input type="checkbox"/>	<input type="checkbox"/>
13	Are aisles free of boxes, wastebaskets, chairs, electric cords, and other obstacles that impede traffic?	<input type="checkbox"/>	<input type="checkbox"/>
14	Are employees scooting across the floor while sitting on chairs, leaning out of chairs to pick-up objects, using chairs as stools, or sitting on the edge of chairs?	<input type="checkbox"/>	<input type="checkbox"/>
15	Are employees standing on desks, boxes, chairs, drawers or other improvised ladders?	<input type="checkbox"/>	<input type="checkbox"/>
16	Are desk or file drawers closed when not in use?	<input type="checkbox"/>	<input type="checkbox"/>
17	Is only one file drawer opened at a time?	<input type="checkbox"/>	<input type="checkbox"/>
18	Are files balanced, i.e. tops clear and material evenly distributed in each drawer to avoid becoming top heavy?	<input type="checkbox"/>	<input type="checkbox"/>
19	Are electric cords inspected for wear and to ensure they are not on hot pipes, bent around hooks or stepped on?	<input type="checkbox"/>	<input type="checkbox"/>
20	Are only UL approved extension cords in use and multiple cube taps prohibited?	<input type="checkbox"/>	<input type="checkbox"/>

21	Do all fans have blade guards and are fans secured from falling?	<input type="checkbox"/>	<input type="checkbox"/>
22	Are fire exits clearly marked?	<input type="checkbox"/>	<input type="checkbox"/>
23	Are fire extinguisher locations marked so they are visible from a distance?	<input type="checkbox"/>	<input type="checkbox"/>
24	Have fire extinguishers been inspected within the past months?	<input type="checkbox"/>	<input type="checkbox"/>
25	Are employees trained to operate fire extinguishers, where desired by management?	<input type="checkbox"/>	<input type="checkbox"/>
26	Do all employees know the locations of alarm boxes, fire exits, first aid kits, and fire extinguishers?	<input type="checkbox"/>	<input type="checkbox"/>
27	Are emergency telephone numbers posted for fire, police, ambulance, hospital, poison control, etc.?	<input type="checkbox"/>	<input type="checkbox"/>
28	Are fire drills conducted twice annually?	<input type="checkbox"/>	<input type="checkbox"/>
29	Do employees know that cigarette butts are not to be thrown in wastebaskets?	<input type="checkbox"/>	<input type="checkbox"/>
30	Are doors to enclosed stairwells kept closed at all times?	<input type="checkbox"/>	<input type="checkbox"/>
31	Are transparent glass doors marked so they can be seen?	<input type="checkbox"/>	<input type="checkbox"/>
32	Are floors marked to show the striking radius of solid doors (without windows) which open outward?	<input type="checkbox"/>	<input type="checkbox"/>
33	Are warning signs posted if employees must step up or down while going through a doorway?	<input type="checkbox"/>	<input type="checkbox"/>
34	Are handrails, treads, and risers in good condition?	<input type="checkbox"/>	<input type="checkbox"/>
35	Are stairs well lighted?	<input type="checkbox"/>	<input type="checkbox"/>
36	Is emergency lighting installed and in working order in all office locations, halls, and stairwells?	<input type="checkbox"/>	<input type="checkbox"/>
37	Do employees know that razor blades, thumb tacks, pins, or other sharp objects are not to be mixed with paper clips or stored loosely in desk drawers?	<input type="checkbox"/>	<input type="checkbox"/>
38	Do employees know and use proper lifting procedures?	<input type="checkbox"/>	<input type="checkbox"/>
39	Do employees use the buddy system when lifting heavy objects?	<input type="checkbox"/>	<input type="checkbox"/>
40	Are restrooms kept clean, with dry floors?	<input type="checkbox"/>	<input type="checkbox"/>
41	Do employees put tops on drinks or other liquids while carrying them through the office?	<input type="checkbox"/>	<input type="checkbox"/>
42	Are flammable and combustible items properly stored?	<input type="checkbox"/>	<input type="checkbox"/>
43	Are aisle widths adequate to allow safe egress?	<input type="checkbox"/>	<input type="checkbox"/>
44	Are storage racks in good condition, secured and not overloaded?	<input type="checkbox"/>	<input type="checkbox"/>
45	Are office workstations free from ergonomic hazards?	<input type="checkbox"/>	<input type="checkbox"/>
46	Where building evacuation or other emergency drills noted deficiencies, has corrective action been taken?	<input type="checkbox"/>	<input type="checkbox"/>
47	Are appropriate First Aid kits available and accessible?	<input type="checkbox"/>	<input type="checkbox"/>
48	Are contents of First Aid kits replenished after use?	<input type="checkbox"/>	<input type="checkbox"/>
49	Are blood/body fluid clean-up materials available and accessible?	<input type="checkbox"/>	<input type="checkbox"/>
50	Are employees aware of proper procedures and universal precautions for attending to blood/body fluid spills?	<input type="checkbox"/>	<input type="checkbox"/>
51	Are employees aware of the Commonwealth's safety and health initiative?	<input type="checkbox"/>	<input type="checkbox"/>
Comments			
Safety Coordinator or Safety Inspector Name		Phone Number	Date of Inspection

Office Safety Inspection Checklist

F. INDUSTRIAL HYGIENE SURVEYS

Industrial hygiene is both a science and an art that is devoted to the anticipation, recognition, evaluation, and control of environmental factors arising in or from the workplace that have the potential to cause sickness, impaired health and well being, or significant discomfort among workers. Industrial hygiene includes the development of corrective measures in order to control health hazards by either reducing or eliminating the exposure. (Definition from the Fourth Edition of the National Safety Council “Fundamentals of Industrial Hygiene”)

The following industrial hygiene procedure recognizes conditions or situations requiring industrial hygiene services that may be provided by an internal source and those that may require assistance from a contractor. It is the responsibility of the Safety Coordinator or designee to determine when industrial hygiene services are required when responding to industrial hygiene concerns or complaints. The *Industrial Hygiene Evaluation Report* and *Industrial Hygiene Evaluation Report Guideline* is utilized to assist in making this determination. If a determination cannot be made by the Safety Coordinator or designee after completing the *Industrial Hygiene Evaluation Report*, a contractor is requested to assist in the evaluation. All supervisors and employees are made aware of the procedures for obtaining these types of services, with the communication provided and documented at least every two years. When industrial hygiene issues occur (indoor air quality concerns, excessive noise levels, visible mold, etc.) the following procedure applies:

1. The Safety Coordinator, designee, and/or members of the Safety Committee evaluate the industrial hygiene related issue as soon as possible.
 - a. For potentially serious situations, immediate administrative actions are taken to protect employees when there is a clear and present danger, up to and including the evacuation of the affected area or the entire building/facility. Any decision to close the office is made by the agency head or designee in consultation with the Office of Administration, in accordance with Partial and Full Day Closings of State Offices, MD 530.17.
 - b. Information is gathered, evaluated, and documented by completing the *Industrial Hygiene Evaluation Report*. Note: To assist in obtaining the appropriate information and completing the report, use the *Industrial Hygiene Evaluation Report Guideline*.
 - c. The designee, members of the Safety Committee, and/or others involved in the review of industrial hygiene issues or reports are not to divulge confidential employee medical information regardless of the method of correction identified below.
2. Issues that are easily identifiable and/or correctable by building management, maintenance staff, or housekeeping staff without the assistance of a sub-contracted safety consultant are corrected rapidly. Examples of such correctable actions are inadequate housekeeping procedures, HVAC repairs/maintenance, noise abatement, etc. All corrective actions are documented and maintained on file.
3. Issues that are not readily identified may require the assistance of industrial hygienist. When assistance is needed, provide a detailed description of the concerns and source (if known) of the issue.

If a determination cannot be made whether an industrial hygienist is needed, contact a consultant or the Office of Administration to review the *Industrial Hygiene Evaluation Report* for recommendations on how to proceed.

- a. For industrial hygiene issues occurring within a Department of General Services (DGS) managed building, the agency Safety Coordinator consults with the DGS building manager or representative. A prompt response by DGS should occur to the best of their abilities before an outside contractor is contacted. For industrial hygiene issues that cannot be resolved by the DGS staff, the commonwealth's safety and health subcontractor, Compliance Management International (CMI), is contacted to conduct a thorough investigation and recommend corrective actions. OA Safety Consultants can be reached at 717.787.9872 or ra-oasafety@pa.gov.

[Insert contact information for other qualified consultants utilized to address industrial hygiene services as appropriate.]

- b. For industrial hygiene issues occurring in buildings not managed by DGS, the Safety Coordinator or designee conducts a preliminary evaluation and then requests the commonwealth's safety and health subcontractor to conduct a thorough investigation and recommend corrective actions. Note: Many lease agreements require the landlord of the building to pay for the services. The commonwealth prefers that the landlord use the services of the commonwealth's consultants, but the landlord cannot be mandated to do so. Contact DGS, Bureau of Real Estate at 717-787-4394, for a suggested course of action with the landlord.
 - c. All documentation related to evaluations, reports, sampling results, and corrective actions are maintained for a minimum of three years. In some cases, documentation directly related to employee medical and exposure records is maintained for the duration of employment plus 30 years.
4. Management, unions, and affected employees are notified of the findings, recommendations, and corrective actions of industrial hygiene related issues and services. Awareness, recognition, or other training is provided to employees (maintenance staff, custodial crews, affected employees, etc.) as needed to address any work environment and industrial hygiene related issues.

Industrial Hygiene Evaluation Report

The Safety Coordinator or designee shall complete this report when an Industrial Hygiene issue is reported. Please use the Industrial Hygiene Investigation Report Guideline to assist in the information collection phase and completion of this form. If the Safety Coordinator or Agency is unable to resolve the issue, contact an Industrial Hygienist or other expert for assistance. You may also contact the Office of Administration with any questions you may have during the evaluation. Please attach any relevant documents (photos, drawings, accident reports, sampling results, etc.) and maintain the completed report on file.

Agency/Bureau/Division/Site		Address		
Number of Employees On-Site	Number of Employees Affected	Leased/Owned Facility		Building Manager Contacted
		<input type="checkbox"/> Leased	<input type="checkbox"/> Owned	<input type="checkbox"/> Yes <input type="checkbox"/> No
Building Information				
Description of Complaint/Concern				
Health Symptoms				
Date/Time Symptoms First Occurred			Date/Time Symptoms First Reported	
Do Symptoms Still Exist?	Day(s) Symptoms Exist		Seasonal	Season(s) Symptoms Exist
<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Mon <input type="checkbox"/> Tue <input type="checkbox"/> Wed <input type="checkbox"/> Thur <input type="checkbox"/> Fri <input type="checkbox"/> Weekend		<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Spring <input type="checkbox"/> Summer <input type="checkbox"/> Fall <input type="checkbox"/> Winter
Location of Employee				
Known/Suspected Causal Factors				
Has the Issue Been Resolved? Describe the Actions Taken.				
<input type="checkbox"/> Yes <input type="checkbox"/> No				
Safety Coordinator/Designee		Phone Number		Date

Industrial Hygiene Evaluation Report Guideline

- I. Building Information:** Collect information related to the building structure and personnel.
 - a. Address: List the address where the Industrial Hygiene complaint/concern has occurred.
 - b. Number of Employees On-Site: List how many employees are on-site during a typical workday.
 - c. Number of Affected Employees: List how many employees are directly affected by the Industrial Hygiene complaint/concern.
 - d. Leased/Owned Facility: Is the building of concern leased or owned?
 - e. Building Manager Contacted: Has the building manager been contacted about the Industrial Hygiene complaint/concern?
 - f. Structure Material: What type of material was used to construct the building?
 - g. Constructed/Renovated: When was the building first constructed? Were there any renovations and when did they occur?
 - h. Number of Floors/Below Grade Areas: How many floors are within the building? Are there any below grade areas?
 - i. Number of Floors/Areas Affected: How many floors/areas are affected by the Industrial Hygiene complaint/concern?
 - j. Number of Heating Ventilation and Air Conditioning (HVAC) Units: How many HVAC units are operable in the building? Describe the maintenance schedule for the HVAC units.
 - k. Water Damage/Mold History: Was there any water or mold damage in the past and when? Was previous sampling performed by an industrial hygienist or other qualified individuals?
 - l. Operable Windows: Are the windows in the building fixed or operable?

- II. Description of Complaint/Concern:** Describe the complaint/concern and the effects it is having on the employee(s) and building environment.
 - a. Example: An employee on the second floor of the North Building is experiencing coughing and sneezing when the air handling unit turns on to supply air.
 - b. Example: Employees on the fourth floor of the South Building noticed visible mold growth on the wall behind the refrigerator.

- III. Health Symptoms:** Describe in detail the symptoms that each employee is experiencing. Please describe the specific symptoms, such as headache, sinusitis, upper respiratory, skin rash, fatigue, or other. Describe the magnitude of these symptoms.

- IV. Time Course:** Describe specifically when the employee(s) are experiencing their listed symptoms.
 - a. Date/Time Symptoms First Occurred: Specify as accurately as possible when the symptoms first occurred.
 - b. Date/Time Symptoms First Reported: Specify when the symptoms were first reported and who the complaint/concern was reported to.
 - c. On-Going Symptoms: Is the employee still experiencing the listed symptoms? Are the symptoms improving, consistent, or worsening?

- d. Days of the Week: List each date of the week, including the weekend, in which symptoms occur.
- e. Seasonal: List each season in which symptoms occur.

V. Location of Employee(s): Describe in detail the characteristics of the location in which the employee works.

- a. Specific Location: Describe the location(s) where the complaint/concern exists (Building, Floor, Room, etc)
- b. Location Dimensions (ft²): Define the approximate dimensions of the affected area(s).
- c. New/Long Term Occupants: List each occupant and the duration they have occupied the specific location.

VI. Known/Possible Causal Factors: Describe in detail any known/possible causal factors that may contribute to the Industrial Hygiene complaint/concern.

- a. Previous Issues/Responses: Describe any previous Industrial Hygiene investigations or responses which occurred in the building.
- b. Hazard Identification: Has a hazard been identified? If yes, please describe the hazard and if it has been eliminated.
- c. Odors: Are there any odors present? (musty, mold-like, smoke, etc)
- d. Water Intrusion/Leaks: Describe any signs of water intrusion/leaks?
- e. Internal/External Moisture Sources: Describe any internal/external moisture sources in the affected area(s).
- f. Humidity: Are there signs of excessive humidity?
- g. Maintenance Procedures/Housekeeping: Describe the daily, weekly, and monthly maintenance/housekeeping procedures.
- h. Construction/Renovations: Describe any past construction or renovations in the specified area? Has anything new been introduced to the workplace?
- i. Chemical/Product Use: List any chemicals or products used in or near the workplace.
- j. Suspected/Visible Growth: Describe any material containing suspected/visible mold growth. What are the approximate dimensions of the area?
- k. Unique Activities: List any uncommon events that may relate to the Industrial Hygiene complaint/concern.
- l. Other: Describe any other information that may contribute to the Industrial Hygiene investigation.

VII. Has the Issue Been Resolved: Describe the actions taken to resolve the Industrial Hygiene issue. Describe how the complaint/concern has been corrected. If the agency is unable to correct complaint/concern, a consultant and/or the Office of Administration may be contacted to help further assist in the investigation.

Industrial Hygiene Evaluation Report Guideline

TO: Bureau Directors and other Management / Supervisors as appropriate

FROM: Safety Coordinator, Human Resource Director, or Agency Head

SUBJECT: Industrial Hygiene Related Issues and Services

Environmental factors arising in or from the workplace can have the potential to cause sickness, impaired health and well being, or significant discomfort among workers. Industrial hygiene services include the development of corrective measures in order to control health hazards by either reducing or eliminating the hazardous exposure. Indoor air quality is often associated with a possible industrial hygiene issue

The Commonwealth has a subcontract for industrial hygiene services. If you become aware of any health hazards or complaints due to suspected health hazards in any building where employees of your **division** are located (even if it is a leased building or field site), please contact **Safety Coordinator Name**, Safety Coordinator, who will implement the agency's industrial hygiene procedures. For leased buildings, the landlord may be required to pay for any indoor air quality surveys conducted by the subcontractor.

Each complaint must be evaluated by the agency and subcontracted consultant services will be used as necessary. Please ensure to educate all of your employees on the proper procedures for reporting industrial hygiene related issues or concerns. Employees are to report any issues immediately to their supervisor to initiate the agency's industrial hygiene procedure.

The findings, recommendations, and corrective actions of any industrial hygiene investigations will be provided to you and must be communicated to the union(s) and affected employees. Ensure staff is notified regarding any changes to the operations, processes, or work environment as a result of the investigation. Affected employees shall receive hazard awareness and recognition training as needed to address any identified industrial hygiene related issues.

Questions about the industrial hygiene procedures or any other safety issue may be addressed to **Safety Coordinator Name**, Safety Coordinator, at **Telephone Number** or by e-mail **E-Mail Address**.

[It is not necessary to provide a copy of the procedure from the Safety and Health Manual or a copy of the report form with this memo.]

G. INDUSTRIAL HEALTH SERVICES

This agency takes the health and well being of our employees seriously and is dedicated to providing the health services necessary to address the needs of our agency.

Industrial health services address the physical, mental and social well being of employees in relation to the job and working environment. These services are provided both before and after an accident or illness has occurred. The results of these services are intended to produce recommendations for the identification, control, or elimination of workplace health hazards.

Industrial health related services are generally administered by more than one individual or program area of the agency. For purposes of compliance, the Safety Coordinator is provided with or has access to the necessary information and records to ensure the adequacy of the Industrial Health Services Program.

Procedure

Methods of Recognition: The following methods are utilized to aid in determining the need for and types of agency provided industrial health related services.

- Hazard identification and workplace inspections.
- Industrial Hygiene Surveys.
- Independent Program Assessments.
- Safety Committee Recommendations.
- Employee Suggestion Program.
- State and Federal Regulations.

Methods of Program Communication: The following methods are used to periodically communicate the types and content of industrial health services or programs made available to employees. [Modify according to agency procedure and services provided.]

- Dissemination of policy to all new employees during orientation.
- Annual memo and/or periodic agency-wide emails.
- Periodic newsletters or intranet postings.
- Available brochures or health related information.
- Annual and periodic training programs or workshops.
- Safety and Health Fair Notifications.
- Safety Committee Minutes.

Methods of Evaluation: The Industrial Health Services Program is reviewed annually by the Safety Coordinator to determine effectiveness. All additions or modifications to the program or services offered are discussed with senior management and/or the union(s) before they are enacted. The following

methods are used to assist in the determination of appropriateness and effectiveness of the available industrial health related services. [Modify according to agency procedure and services provided.]

- Loss and Trend Analysis.
- Independent Program Assessments.
- Program participation/attendance.
- Employee surveys.
- Employee Suggestions.
- Comparison to State and Federal Regulations.

Recordkeeping:

Records pertaining to services provided under this policy are maintained by [list all staff responsibilities and agency methods used for record retention]. The records that are maintained include the following:

[The following is a list of possible records. Modify according to the types of agency services and information provided.]

- Training and attendance records.
- Medical surveillance records.
- Copies of communications including memos, emails, and newsletters.
- Copies of release and/or declination forms.
- Inspections and/or assessment reports used to evaluate the program and program needs.
- List of recommendations offered by employees regarding the program.

Industrial Health Service Programs

The following list of services and programs are provided or made available to employees.

[It is important to keep in mind that this list of services is not all inclusive. The types of services may differ or change based upon the recognition and evaluation methods utilized by the agency.]

Medical Surveillance Programs: A medical surveillance program evaluates and monitors the health of employees required to work in areas that may result in hazardous exposures. Examples include: hazardous atmospheres requiring the use of respirators, high noise levels requiring hearing protection, the maintenance or removal of asbestos/lead containing materials, or an occupational exposure to blood or other body fluids. Medical Surveillance programs include, but are not limited to, the following:

[Modify to address the medical surveillance programs or services applicable to the agency.]

- Respirator Fit Testing
- Medical Questionnaires
- Pulmonary Function Tests
- Baseline and Annual Audiometric Testing
- Blood Testing
- Tuberculosis Testing

Preventative Services: Preventative services are offered in response to an identified need or benefit and can be occupational specific within an agency. The preventative services address the physical, emotional, and mental well-being of agency employees. The majority of the services listed are voluntary, but can be made mandatory if management deems them essential for duty.

[The following list provides examples of preventative health related services. Modify the list according your agency needs, operations, and services provided.]

- Hepatitis B Vaccinations
- Flu Vaccinations
- First Aid/CPR/AED Services
- Industrial Hygiene Investigations and Monitoring
- Ergonomic Evaluations
- Substance Abuse Awareness and Prevention Training
- State Employee Assistance Program [or agency equivalent]
- Back Injury Prevention Program
- Workplace Violence Training
- Smoking Cessation Classes
- Health Screenings
- Health and Wellness Fairs and Workshops

Medical Management Services: The medical management services are designed to inform agency employees of services available to treat conditions in relation to their physical, emotional and mental health.

Post Accident and Illness Services: A work-related injury can cause concern for injured employees, their families, and other employees. The commonwealth's workers' compensation administrator has expert medical providers on contract to assist employees with the diagnosis, treatment, and rehabilitation of their workplace injuries or illnesses.

Panels of Physicians are posted in each work location for employees to choose a provider for the treatment of workplace injuries or illnesses. In addition to medical treatment, the prompt and efficient payment of claims and medical bills associated with the injury is also the responsibility of the administrator.

[Include the Panel of Physicians list made available to employees or provide additional information on how the agency panels are provided and maintained.]

Modified Work Duty Program: This program is designed to provide modified and meaningful work to injured employees. The purpose is to return injured employees to work as quickly as possible until they are released to return to their job or occupation without limitations. [Insert or refer to the agency's policy regarding modified duty. Note: if your agency or collective bargaining agreement does not permit a modified duty program, remove it from the policy.]

State Employee Assistance Program [or Agency Equivalent]: This program is designed to provide the procedures and services necessary to address a variety of employee workplace or personal issues. The program provides the preventative and follow-up services to deal with a variety of needs that includes, but

is not limited to, the following: substance abuse problems, anxiety issues, gambling, stress, parenting and family concerns, aging parents, financial or legal issues, work-related problems, eating disorders, depression, physical abuse, coping with grief and loss, and marital or relationship problems.

For workplace accidents, events, or illnesses that cause serious concern for all employees, the State Employee Assistance Program (SEAP) offers critical incident stress debriefings. Arrangements for these services can be obtained by calling SEAP at 1-800-692-7459.

[List the names, contact information, and credentials (if applicable) of the agency or contracted service providers utilized or available to provide health related services.]

SEAP Coordinator
Workplace Violence Coordinator
United Behavioral Health (UBH)
Workers' Compensation Coordinator
CompServices, Inc. (CSI)
Human Resource Staff
Occupational Health or Medical Staff

H. A&IP ORIENTATION AND TRAINING

General safety and health orientation is required and provided by the **Safety Coordinator/safety staff, HR Office** for all new employees, including temporary employees, within two weeks of their appointment date. New employees, as well as those changing jobs or responsibilities, also receive a job specific safety orientation before beginning their assigned duties. Supervisors ensure new employees are educated on worksite or hazard specific safety procedures.

General new employee safety orientation, at minimum, includes information on the following areas:

- Safety Coordinator, safety staff, and Safety Committee contact information
- Substance Abuse Awareness and Prevention policies and information
- Employee assistance programs
- Wellness programs, including information on the commonwealth's Get Healthy Initiative
- Workers' Compensation Information and Rights
- List of Designated Health Care Providers
- Reporting injuries and accidents
- Safety Policy Statement
- Employee Safety Suggestion Program
- General safety rules, employee responsibilities, and enforcement methods.
- Hazardous Substances and Community and Right to Know Policy (MD 505.27) (review agency hazards)
- First Aid/CPR Providers, First Aid Kits, and Medical Emergency Procedures
- Emergency Notification and Evacuation Procedures (exits, fires, bomb threats) (MD 205.38)
- Commonwealth and Agency Bloodborne Pathogens Policies
- Hepatitis B Volunteer Vaccine Program (affected agencies only)

Employees receive periodic and as needed safety training on a continual basis to enhance their knowledge, skills, attitudes and motivations concerning safety policies and procedures. Supervisors ensure employees are educated on worksite or hazard specific safety procedures by utilizing various methods such as **safety talks, hands-on training, formal certification training, and pre-work meetings or inspections**. The safety training provided to existing employees is based on several factors including agency/commonwealth policy, type of operations or work environments, and hazard exposure. Workplace safety inspections, employee safety suggestions, accident investigations, injury analysis, and program evaluations are also used to aid in the determination of training needs and effectiveness of the training provided.

Safety training and education provided to all employees includes the following:

[List agency provided safety training / education to include the frequency and if the training is mandatory. Examples include office safety, emergency evacuation / preparedness, Right-to-Know, back injury prevention, office workstation / general ergonomics, general safety rules and enforcement procedures, accident reporting and investigation procedures, indoor air quality, mold awareness, and substance abuse awareness]

Specific safety training provided to employees due to their responsibilities or the hazards associated with the nature of the work / worksite includes the following:

[List agency provided safety training including the frequency and target audience. Examples include initial and refresher Safety Committee member training, building evacuation team members, first aid / CPR / AED, universal precautions, bloodborne pathogen cleanup / disposal, personal protective equipment, lockout / tagout, confined space entry, fire prevention, fall prevention, safe/defensive driving, powered industrial trucks, equipment / machinery operation, job safety analysis, asbestos, and lead.]

All training records, including attendance rosters and curriculums, are maintained for a minimum of three fiscal years in a manner consistent with the way the agency keeps other training records. Some records for mandatory training are kept indefinitely.

[The following chart may be used to list and track agency training efforts.]

Training	Audience/Job Classification	Frequency / Date	Mandatory (Y/N)

I. REGULARLY REVIEWED AND UPDATED EMERGENCY ACTION PLAN

An emergency evacuation plan has been developed to meet the needs of each building where employees are located in accordance with the provisions set for in the commonwealth management directives listed below. In addition, the evacuation plans for the various work locations are reviewed and approved by the appropriate local authority having jurisdiction.

- 720.3 - Emergency Evacuation Plans at Commonwealth Facilities
- 720.7 - Bomb Threats and Suspicious Packages
- 205.38 - Procedures for Safe Assembly of Commonwealth Employees During Emergency Evacuation of Commonwealth Facilities

Initial and periodic training is provided to ensure all employees are aware of the proper emergency response and evacuation procedures. The training and education provided is specific to the appropriate employee work locations. Information on the emergency response and evacuation procedures is provided during new employee orientations and annually communicated to all employees. In addition, specific training on building evacuation responsibilities and procedures is provided to all building safety team members on an annual basis.

[Indicate the agency methods or manner in which training and education is provided and documented.]

The emergency evacuation plan, building safety team contact information, and any updates to emergency plan are reviewed and updated at least annually for all locations. The information is provided all employees via email, posted in all appropriate work locations, or made accessible on the agency's intranet website.

[Insert agency responsibilities for reviewing/updating the emergency action plans for the various work locations and how information is communicated to employees.]

A fire/evacuation drill is performed a minimum of once every six months for all occupied building locations (in State Office Buildings, drills are conducted as directed by the Department of General Services Fire and Safety Section). The drills are held during normal occupancy times and sufficient to cover the various work shifts. Fire/evacuation drills include the actuation of the alarm initiating and signaling devices. Reports of the drills are documented and forwarded to the Safety Coordinator or maintained in accordance with the agency's recordkeeping procedure. The documentation includes the date, time of day, occupant response remarks, and the signature of the person conducting the drill.

Emergency Action Plan

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Purpose

The emergency plan provides procedures to be utilized for emergency evacuation of the **Building** in the event of a bomb threat, fire, natural disaster, or other emergency conditions. These procedures have been developed to provide a systematic and orderly evacuation process. This plan includes pertinent information on the building's alarm system, bomb preparedness, exits, fire prevention, and fire extinguishing methods and equipment.

Introduction

When emergencies occur, the ability to respond quickly in a coordinated effort with trained people operating as a team is vital. Prompt action reduces, if not eliminates the possibility of personal injury and will minimize damage. Because it is not always possible to know the exact reason for an evacuation, this plan is tailored around the implementation of the most complex plan, the bomb threat. Additional information is included as necessary to deal with other topics such as fire fighting and fire extinguishing.

Information Specific to the **(insert building name and address)**

There are **(insert number)** emergency exits located on each floor, **(specific location i.e. the Northwest, Southwest, Northeast and Southeast corners of the building)**. There are **(insert number)** exits on the **basement floor**.

Safety Personnel wearing the safety team vests, DGS Fire Safety Personnel, and the Capitol Police have complete authority during any evacuation of DGS maintained facilities or state-owned facilities. Following their instructions will ensure your safety. They will know where the problem exists and will take appropriate steps to ensure the orderly evacuation of the building. Failure to maintain composure or to follow the instructions of the Safety Team could jeopardize your safety and health as well as the safety and health of your fellow employees. It is important to remain calm, cool, and collected and to act accordingly.

The building is equipped with a sophisticated, state of the art alarm system **(this area should be changed to address the specific type of alarm system)**. **(Explain sound of alarm; for example: It maintains a steady alarm sound whenever a pull station, sprinkler system, or smoke detector is activated.)** When the alarm is activated, it will continue to sound until the master panel is reset. The alarm system is directly connected to the Capitol Police **(or name the local Police Department)** who will dispatch the Harrisburg Fire Department (HFD) **(or list the locale responding fire department)** and other Safety Personnel whenever the alarm is activated. Sensors placed throughout the building monitor for smoke, temperature, and sprinkler system failure, activation and/or valve tampering. **ONLY (DGS Fire Safety Personnel, HFD or the Capitol Police or appropriate fire personnel)** will silence or reset the fire alarm panel.

Emergency Phone Numbers for [insert building name and address]

In emergency situations, safety should be ensured and then emergency assistance should be obtained by calling the appropriate emergency number.

Capitol Police: phone number

Contact Capitol Police For:

- Medical emergencies
- Theft
- Vandalism
- Violence or threats of violence
- Fire

Local Police: phone number

Contact Local Police For:

Fire Department: phone number

Contact Fire Department For:

Ambulance: phone number

Contact Ambulance For:

Hospital: phone number

Contact Hospital For:

When outside of the employee's work headquarters, provisions should be made so that employees who may be involved in travel to those areas have identified mechanisms to obtain emergency treatment. Some of the mechanisms to be used by our agency include: **(Insert agency-specific mechanisms here.)**

Emergency Evacuation Process

When an alarm sounds, you must immediately begin to evacuate the building, unless you have been previously notified to disregard the alarm. You must evacuate the building under all circumstances, even if the alarm stops sounding.

Follow these guidelines to ensure a safe and efficient evacuation.

- **DO NOT STOP AN EVACUATION FOR ANY REASON ONCE IT IS STARTED**
- Take your coat (and purse, lunch, briefcase, etc.) and any other item you brought in with you that day if it is readily available
- If possible lock or log off computers and secure “sensitive” documents.
- **DO NOT ATTEMPT TO GO TO ANOTHER FLOOR IF YOU ARE NOT NEARBY YOUR WORK AREA.**
- **DO NOT OPERATE CELLULAR TELEPHONES, TWO-WAY RADIOS, OR LIKE EQUIPMENT DURING ANY EVACUATION.**
- As you leave your work area, observe if there are any suspicious packages, boxes, parcels, envelopes, etc. in your work area. Report any such suspicious items to the Exit Guard or Floor Chief as you exit the floor. Remember that at the beginning of an evacuation you will not necessarily know the reason for the evacuation. It could be a real bomb threat, real fire, other real emergency, or drill.
- Head towards the **CLOSEST** emergency exit and begin evacuation.
- **DO NOT** attempt to use the elevators. They will be out of service the moment an alarm sounds.
- Use the stairwells as **EXITS ONLY**.
- When entering the stairwells it is imperative to maintain a single file movement. As you enter the stairwells, keep to the outside (right) of the stairwell and then gradually merge to the inside (left) by the next floor. Stay along the inside (left) of the stair railing in order to allow for the entry of people from other floors.
- If you require assistance for evacuating the building, please report to the safe area at any of the stairwells, wait for a “buddy” and instructions from the Floor Chief.
- If you have a visitor to the Building who needs assistance at any time during an evacuation, please report to the safe area at any of the stairwells with them and wait for instructions from the Floor Chief.
- You **MUST** leave the building. After exiting the building, head (indicate direction – north, south, east, west) until you reach the Assembly Area, which is (insert location). For your safety, **DO NOT CROSS** (insert street names as applicable).
- In the event of an emergency requiring evacuation of the building, the Floor Chiefs will contact the Building Fire Marshal located in the (insert location) of the building (**Primary Incident Command**) to notify him/her of the status of his/her floor, as well as to report the number of persons that require assistance. Unless directed otherwise by the Building Fire Marshal you should then report to (insert location) (**Primary Assembly Area**). If needed, the **Secondary Incident Command** will be the (insert location) and the **Secondary Assembly Area** will be the (insert location).
- If at any time during an evacuation a person creates a hazard to fellow employees, the Floor Chief or any other Safety Team Member has the authority to remove that person from the stairwell until they are able to continue descending without jeopardizing the health and safety of fellow employees.

- Please note that all evacuation team members should keep their orange vests on for identification.

Assembly Areas

- All employees must report to and stay at the designated Assembly Area, which is considered an alternate work location. Employees will report to their specific location within the assembly area. (See Appendix B for this location.)
- All employees will participate in roll-call or other accountability procedures. (See Appendix B for these procedures, per Agency.)
- Each Agency will send their Agency Liaison to the Assembly Area Leader's position. The Assembly Area Leader is a person appointed from within DGS Facility Management. (See appendix B for listing of Agency Liaisons)
 - For an actual emergency or a multiple building evacuation, the Agency Liaison will relay information between the Assembly Area Leader and the members of their Agency within the Assembly Area. You may be instructed to: reoccupy the building, move to another assembly area, activate COOP plan or move to the distant evacuation site.
 - For fire drills or false alarms, an Assembly Area Leader may not always be present. When Capitol Police give the all clear, follow their directions to expedite your return to the building.

Persons Requiring Assistance

Assistance, when requested, should be given to all persons that cannot traverse a stairwell without help. However, only persons who have self-disclosed or have requested assistance have specifically been provided for in these procedures. If you have not self-disclosed, but want to be included in these procedures, please see your Floor Chief or the Building Fire Marshal for the appropriate paperwork that should be filled out and returned to the Building Fire Marshal.

For individuals requiring assistance, the (insert building name) utilizes a "buddy system" to assist each person in his/her work area. Persons requiring assistance, who have self-disclosed or have requested assistance and are unable to descend the stairs will be positioned in a safe area. It is the responsibility of the Floor Chief to decide who will remain with the individuals requiring assistance on the stairwell landing until all are rescued by the appropriate emergency personnel.

The Floor Chief and other Safety Team Members will be used to provide assistance and to ensure that all persons staged in the stairwells are accounted for during an emergency.

Building Safety Team Responsibilities

DGS Fire Safety Coordinator [If applicable]

- Responsible for all aspects of the Emergency Evacuation Plan, implementation, and training coordination.
- Schedules evacuation drills.
- Supervises the alarm system operation.
- Supervises the sprinkler system operation.
- Inspects buildings for fire and panic code violations, and notifies the Building Fire Marshal for corrective action where necessary.

Building Fire Marshal and Alternate

- Responsible for all matters pertaining to evacuation drills and fire and safety organization for the building.
- Develops and updates the Building Evacuation Procedures, Bomb Threat Procedures, and Fire and Safety Plan Information.
- Contacts the police having jurisdiction for his/her building and reviews the Building Emergency Plan with them on an annual basis as a minimum.
- Develops evacuation routes for the Keystone Building and makes sure exit signs reflect these routes.
- Maintains the building free of fire and panic code violations. Recommends disciplinary measures to supervisor for failure of the occupants to observe the procedures relating to emergencies.
- Works with the Bureau of Personnel's Training Divisions to develop and present Building Emergency Evacuation procedure training to all occupants of the Keystone Building at the time of employment.
- Coordinates the presentation of training to all Keystone Building Safety Team Members annually.
- Coordinates with other building tenants to ensure that a system is established for responding to bombs, bomb threats, and related incidents and rapidly notifying all building occupants when an evacuation is necessary.
- Coordinates with local officials who are responsible for building operation, security, and/or fire protection to establish and notify all affected offices/building occupants when an evacuation is necessary as well as for pre-planning activities associated with appropriate responses to bombs, bomb threats, and related incidents.
- Ensures the appointment of emergency evacuation staff.
- Ensures that designated backup staff exists to perform essential functions if the Building Fire Marshal and/or other designated staff are unavailable.
- Sets up emergency command post for Floor Chiefs to report, on first floor.
- Arranges for the rescue of persons requiring assistance through the firemen, police, or other emergency personnel.
- Responsible to distinguish the type of emergency being handled and report that information to the Floor Chiefs.
- Ensures that other special needs areas have adequate plans in place to facilitate evacuation.
- Attends mandatory yearly training session, which includes evacuation procedure review, bomb threat response review, and fire extinguisher use training.

Floor Chief and Alternate

- Coordinates the Safety Team for his/her floor.
- Conducts periodic inspections to ensure compliance with fire codes.
- Proceeds to assigned location immediately upon hearing the fire alarm.
- Ensures that the persons who have self-disclosed or have requested assistance are accounted for.
- Ensures that hysterical or disruptive persons are assisted or withdrawn from the evacuation stream.
- Inspects doors to the stairwells to ensure they are closed.
- When floor evacuation is complete, forward this information to the Building Fire Marshal or Alternate then proceeds to the assembly area (See appropriate procedure).
- Report outside to assist in moving evacuees away from the building and to the primary assembly area.
- Attends mandatory yearly training session, which includes review of evacuation procedures and bomb threat response.
- Maintains a working knowledge of employees on the designated floor, including their work area location.

Searchers and Alternates

- Visit all rest rooms and work areas of assigned floors (including conference rooms) to make certain all occupants have cleared the area.
- Note the presence of any suspicious packages, briefcases, bags or satchels in common areas.
- Assist visitors not familiar with the evacuation plan.
- Ensure that hysterical or disruptive persons are assisted or withdrawn from the evacuation stream.
- Closes (but does not lock) any open doors.
- Reports to the Floor Chief for further instructions.
- Report outside to assist in moving evacuees away from the building and to the primary assembly area.
- Attends mandatory yearly training session, which includes review of evacuation procedures and bomb threat response.

"Buddies" for Persons Requiring Assistance

- Assigned to assist persons who have self-disclosed or request assistance.
- Assist persons to an easily accessible, easily found area at any of the stairwells.
- Remain with the person in need of assistance until released from that responsibility, or until emergency personnel arrive to assist them to exit the building.

Exit Guards and Alternates

- Ensure that the exit doors are opened promptly after the first evacuation signal and closed upon evacuation of all occupants of the floor.
- Maintain order and prohibit the entrance of personnel from the stairwell to the floor.
- Regulate the speed of evacuation by speeding or slowing the entrance of occupants into the stair tower to prevent overcrowding.
- Report to the floor chief for further instructions.
- Ensure that hysterical or disruptive persons are assisted or withdrawn from the evacuation stream.
- Report outside to assist in moving evacuees away from the building and to the primary assembly area.

- Attends mandatory yearly training session, which includes evacuation procedure review and bomb threat response.

Guidelines for Responding to Bomb Threats and Related Incidents

- All Commonwealth officials and employees must be prepared to respond to the bomb threats and other law enforcement related incidents that may occur at any time at their work location.
- Personnel should review Management directive 720.3 Amended (December 3rd 2004): Guidelines for Preparing for, Responding to, and Reporting Emergencies at State Offices.

IF YOU SHOULD RECEIVE A BOMB THREAT VIA TELEPHONE

- Attempt to get as much information from the caller as possible. Refer to the Card (STD 499) or the procedures listed inside the back cover of the current Commonwealth Telephone Directory.
- Attempt to ascertain the location of the bomb and time of detonation.
- If you are in a Receptionist position or have a display telephone device, record the telephone number displayed.
- Follow the course of action listed below:
 - Immediately call the Capitol Police at 1-911 (and/or a local number) and report the incident.
 - Immediately inform your direct supervisor or higher level of authority (insert a decision making process for areas outside the Capitol Police jurisdiction).
 - Evacuate and report the information to the Floor Chief or Fire Marshal as you leave the building.
 - Do not spread panic by forwarding any further information to your co-workers.

IF YOU RECEIVE A BOMB THREAT MESSAGE

If you find a written bomb threat in a public area within the Building or if a message is received at your office, you must handle it with care. Instruct other employees not to handle the document. If possible, the written threat should be placed inside a plastic sheet protector. You should immediately call the Capitol Police at 1-911 (Replace with 911 or the number for the appropriate authority). You should also notify your supervisor, if available or other management personnel within your agency.

You may receive a bomb threat via e-mail. You should print a copy of the message and it should not be deleted. The copy will be turned over to the Capitol Police (Replace with the appropriate authority).

The Capitol Police (Replace with the appropriate authority) will need to interview you about the incident. Even if you must evacuate the building, do not go home unless you have notified the Capitol Police (Replace with the appropriate authority) of your plans. Failure to do so could hamper the investigation.

UNDER NO CIRCUMSTANCES SHOULD ANY BOMB THREAT BE IGNORED.

IF YOU FIND AN IMPROVISED EXPLOSIVE DEVICE (IED) OR A POSSIBLE DEVICE

It is possible that an individual or a group could place one or more improvised explosive devices (IED's) in or near the Building. If you find a suspicious object that you believe may be an IED the employee should immediately call the Capitol Police at 1-911 (replace with 911 or the appropriate authority).

You should also notify your immediate supervisor, if available, or other higher level of authority (insert a decision making process for areas outside the Capitol Police jurisdiction). You should attempt to contact the Building Fire Marshal and/or the Floor Chief. No one should touch the object. The immediate area near the suspected IED should be cleared. Ideally, Safety Personnel should monitor the situation pending the arrival of the capitol Police.

REMEMBER: No one should use a two-way radio or a cellular telephone in the area of a real or suspected IED.

The Capitol Police (or the appropriate authority) will respond and assess the situation to determine the proper course of action.

(Insert appropriate authority and procedure for areas outside the Capitol Police jurisdiction below.)

If the Capitol Police determine that the item is, or may be an improvised explosive device (IED), the Building will be evacuated. The Capitol police Communication Center will coordinate the evacuation.

The Capitol Police Communication Center will call the EOD unit to request them to respond to the building. The Communication Center will also call Troop H and request a State Police cruiser to meet the EOD unit to escort them to the city. The Capitol Police will also notify the Harrisburg Police and Harrisburg Fire Department about the situation.

THREAT ASSESMENT AND EVACUATION PROCEDURES

It is the responsibility of the Capitol Police (or the appropriate authority) to conduct a Threat Assessment on all bomb threats. How, when, and by whom was the bomb threat received? Exactly what information was received? IS IT A CREDIBLE THREAT? Any possible connection to current events and/or agency related problems?

If the Capitol Police (or the appropriate authority) determine that a credible threat exists within the building, the on duty OIC will order the evacuation.

EVACUATION FOLLOW-UP

After a bomb threat evacuation, agencies should follow the procedures outlined in "Partial and Full day Closings of State Offices" (MD 530.17). If agency management makes a decision, after consultation with police and emergency authorities, not to permit re-entry into the building the Office of Administration is to be notified immediately for authorization. If offices remain open, supervisors should be flexible in permitting employees to use annual or personal leave if they do not want to return to the building.

Fire Prevention

BUILDING FIRE SUPPRESSION SYSTEM

The building contains (insert appropriate equipment -- a sprinkler system on all floors; portable fire extinguishers; a stand pipe system for fire department use only).

TYPES OF FIRES

CLASS "A" FIRES--Fires of ordinary, combustible materials where the cooling or quenching effect of water is the extinguishing factor. **EXAMPLE:** Paper, rags, wood, etc. Use a Fire Extinguisher rated for Class "A" Fires

CLASS "B" FIRES--Fires of flammable liquids where the exclusion of oxygen is essential. **EXAMPLE:** Gasoline, cleaning solvents, oils, grease, etc. Use a Fire Extinguisher rated for Class "B" Fires.

CLASS "C" FIRES--Fires of electrical equipment where a non-conductive extinguishing agent is of the first importance. **EXAMPLE:** Electric motors, switchboards, electrical panels, etc. Shut off power supply and use a Fire Extinguisher rated for Class "C" Fires

GENERAL FIRE EXTINGUISHER INFORMATION

Before using a fire extinguisher to fight a fire, pull the fire alarm or have someone else pull the fire alarm.

IF YOU HAVE THE SLIGHTEST DOUBT ABOUT WHETHER TO FIGHT OR NOT TO FIGHT THE FIRE -- DON'T.

Fire extinguishers have their limits. When used properly, a portable fire extinguisher can save lives and property by putting out a small fire or containing it until the Fire Department arrives. Portable extinguishers; however, are not designed to fight a large or spreading fire. Even against small fires, they are useful under only limited conditions:

- The extinguisher must be rated for the type of fire at hand.
- The extinguisher must be large enough to put out the fire. Most extinguishers discharge their agents in as little as eight seconds.
- The extinguisher must be within easy reach, in working order, and fully charged.
- The operator must know how to use the extinguisher. There is no time to read directions during an emergency.
- The operator must be strong enough to lift and operate the extinguisher.

NEVER FIGHT A FIRE IF EVEN ONE OF THE FOLLOWING IS TRUE.

- The fire is spreading beyond the immediate area where it started, or is already a large fire.
- The fire could spread to block your escape route.
- You are untrained in the proper operation of the extinguisher
- You are in doubt about whether the extinguisher is designed for the type of fire at hand or is large enough to fight the fire.

It is reckless to fight a fire with an extinguisher in any one of these cases. Instead, leave immediately, close off the area, and let the fire fighting to the Fire Department.

USE OF FIRE EXTINGUISHERS

PASS

Pull the pin (some units require the releasing of a lock latch, pressing a puncture lever or other motion).

Aim the extinguisher nozzle (horn or hose) at the base of the fire.

Squeeze or press the handle.

Sweep from side to side at the base of the fire. Watch for re-flash. Move in close; pull apart the burned area to get at hot spots. Discharge the contents of the extinguisher.

DRY CHEMICAL EXTINGUISHERS - CLASS "A", "B", AND "C" FIRES

- Break the plastic seal, remove the pin located in the handle, and squeeze the handles to discharge dry chemical.
- To reduce the intensity of the flames, direct the dry chemical stream slowly from side to side to gain full coverage. In tank fires, after the intensity has been reduced, the stream is dropped to include the near edge of the tank.
- In small spill fires, where the entire width can be covered by the dry chemical, attack the fire from the front. The dry chemical is discharged over the entire spill area covering the flames from front to back.
- Fight the fire with the wind or breeze to your back.

(Add information for other types of portable fire extinguishers in your specific location.)

APPENDIX A: BUILDING EVACUATION TEAM

[BUILDING NAME]

EMERGENCY EVACUATION TEAM

The following list includes all employees who have been designated as responsible for fire/building evacuation duties.

Floor Emergency Evacuation Plan

Building Fire Marshal:	Name	Phone Number	Room
Alternate Fire Marshal:	Name	Phone Number	Room

Name / Bureau / Telephone / Area or Room

(Insert number)th Floor Fire Chief & Alternate:

Insert agency or building information

(Insert number)th Floor Exit Guards & Alternates:

Insert agency or building information

(Insert number)th Floor Searchers & Alternates:

Insert agency or building information

CPR/First Aid/AED Volunteers: (If applicable, include trained staff contact information and AED locations by floor) Name / Bureau / Telephone / Area or Room

APPENDIX B: ASSEMBLY AREA TEAM

Management Directive 205.38 “Safe Assembly” directs employees to report to Assembly Areas and directs Agencies to account for their employees in an organized Assembly Area after a building evacuation.

Each Agency or organizational unit must provide an **Agency Evacuation Manager (AEM)** to work with other AEM’s in the building to develop and maintain a building Assembly plan.

This Assembly plan for the (insert name) Building consists of the following:

- An **Agency Liaison** appointed for each Agency in the building. This person relays information between the DGS Assembly Area Leader and the appropriate group of building occupants.
- **Accountability procedures** for each Agency or organizational unit. These can be accomplished per organizational unit, per floor or in some other way that is advantageous for the building.
- A detailed **Assembly Area layout**, organized per Agency organizational unit or floor, whichever is more advantageous for the occupants in the building. This aids in accountability procedures.

1. Agency Evacuation Manager (AEM):

<u>Agency</u>	<u>Primary/Alt</u>	<u>Name</u>	<u>Phone</u>
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2. Agency Liaison:

<u>Agency</u>	<u>Primary/Alt</u>	<u>Name</u>	<u>Phone</u>
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3. Accountability Procedures:

<u>Agency</u>	<u>Procedure</u>
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All bureau directors receive reports from their section heads and division chiefs and each bureau reports to a central headquarters location, where evacuation staff are positioned. The roll-call is based upon an up-to-date roll call sheet. Names and descriptions of any persons believed to have been in the building at the time of the evacuation who are missing from the assembly area are reported to the Agency Evacuation manager. Information on those persons is relayed to the Area Leader for the transmittal to the Incident Command Post. (Modify procedure as appropriate.)

4. Assembly Area Layout: (Insert diagram / map)

APPENDIX C: FLOOR DIAGRAMS

The following diagrams show office evacuation routes. (Insert a building evacuation diagram for each floor of the building.)

J. EMPLOYEE A&IP SUGGESTION AND COMMUNICATION PROGRAMS

Identifying and eliminating unsafe acts or conditions are key factors in ensuring the safety of all employees. Because employees are often the first to be aware of hazards or ways to improve safety, an agency safety and health suggestion program has been established for all work locations.

The *Safety and Health Suggestion Form* is effective for reporting safety and health related concerns or recommendations for improvement. The procedure and form is provided during new employee orientations with reminders sent annually to all employees via email or the internet. Suggestions or concerns may also be reported in less formal ways, such as communicating directly with managers and supervisors, the Safety Coordinator, site safety staff, or Safety Committee members.

[Insert any agency specific procedures used to notify employees at all work locations and the methods or procedures for submitting suggestions and forms.]

Employee opinions and involvement in the safety process are valued; therefore, suggestions are reviewed quickly, thoroughly, and fairly. Regardless of the method communicated, suggestions are reviewed by the Safety Coordinator and/or Safety Committee for possible merit on a weekly basis. Follow-up occurs for all concerns and appropriate suggestions with responses provided as quickly as possible.

The Safety Coordinator and/or Safety Committee tracks submissions to ensure appropriate responses are provided in a timely manner. Employees who provide their name or contact information receive a direct response to their concerns or suggestions. Responses to anonymous suggestions are posted or communicated in a manner consistent with the agency's procedure. When appropriate, senior management and affected employees are notified of changes occurring as a result of a suggestion.

[Insert any agency specific procedures, responsibilities, or frequencies used to review and respond to employee suggestions.]

Sample Memo About Safety Suggestion Program

To: Employees

From: Safety Coordinator, HR Director, or Agency Head

Safety is important and a basic responsibility of all employees. Our goal as an agency is simple, to ensure that all employees are provided with a safe work environment and injury free work day. To accomplish our goal of improving the safety and health of our organization, a Safety Coordinator has been designated. **Coordinator Name** will serve as the agency Safety Coordinator and can be reached by calling **Telephone Number** or e-mailing **E-Mail Address**.

You can improve the health and safety of our organization by adhering to established safety procedures, identifying workplace hazards, and reporting accidents. If you are aware of unsafe acts, have an idea for performing tasks safer, or want to report a safety hazard, you may report it through the agency's Safety and *Health Suggestion Program*. Use the attached suggestion form to report any of these issues or ideas.

The completed form can be dropped in any of the agency suggestion box locations, or it can be mailed or e-mailed to the Safety Coordinator. You may also provide your suggestion to any member of the Safety Committee. If you include your name with the suggestion, you will receive a written response after the idea is evaluated by the Safety Coordinator and/or Safety Committee. Upper management will be notified, as appropriate, regarding approvals for suggested improvements.

Memo to Employees About Safety Suggestion Program (also covers Element B and small Part of C)

SAFETY & HEALTH SUGGESTION FORM

To help the agency achieve a healthier and safer work environment, use this form to report suggestions for improving the health and safety of your work environment. The form can be used to report unsafe acts, to suggest ideas for performing tasks safer, or to report safety hazards. By including your name, staff can seek clarifying information about your suggestion, and you will receive a response to your suggestion.

Explanation of suggestion

What benefit will be received if the suggestion is implemented?

Is there a cost associated with the suggestion?

Yes

No

Unsure

Estimated Cost \$

In your opinion, is there an immediate health or safety concern if the idea is not implemented? Please explain.

Yes

No

Unsure

Your name (optional)

Date

Work Phone Number or E-Mail

Return completed form to:

Safety Suggestion Form

K. A&IP PROGRAM EMPLOYEE INVOLVEMENT

The Safety Committee(s) is a key component of the workplace safety and health program and efforts. The Safety Committee ensures safety and health issues are treated as an integral function of the agency. The purpose of a Safety Committee is to regularly bring workers and management together in a non-adversarial, cooperative effort to promote safety and health in the workplace. The committee is empowered to routinely identify and recommend solutions to senior management for the agency's safety and health related issues.

The agency has at least one established and functioning Safety Committee(s). Each committee is comprised of at least four members. Meetings are conducted on a quarterly/monthly basis or as needed in the event of an immediate issue. Meeting agendas are prepared and provided to members in advance of the meeting. Minutes from the meetings are provided or made available to senior management, supervisors, and all employees as appropriate. Regional or site Safety Committees communicate their goals, agendas, and meeting minutes to site employees and the Safety Coordinator.

[The number of committees and members must be appropriate to involve an adequate number of staff in the safety process. Factors to consider include staff complement, number of work locations, and potential exposure to injuries and illnesses.]

[Insert the Safety Committee locations, members, and contact information or identify how that information is maintained.]

The Safety Committee assists in and enhances the agency's accident and illness prevention efforts by performing the following primary duties.

- Represent and review the safety and health concerns of employees at all agency work locations.
- Set annual committee goals and objectives and monitor progress and achievements.
- Communicate the committee's accomplishments and status of goals to senior management.
- Communicate committee agendas, meeting minutes, and safety and health related information with management, Safety Committee members, supervisors, and employees, as necessary.
- Assist in the identification and correction of workplace hazards.
- Review and/or investigate injuries and provide recommendations to prevent recurrences.

In an effort to establish effective Safety Committees, all members receive initial training upon the assignment of duties. The training, at minimum, covers the following three areas: Safety Committee Operations, Accident Investigation, and Hazard Identification. Periodic refresher training or education will be provided as necessary to enhance the knowledge or effectiveness of the committee.

[Agency Safety Committees seeking recognition from the Bureau of Workers' Compensation shall meet the criteria in accordance with Title 34 PA Code Chapter 129, Subchapter F, Workplace Safety Committees.]

Labor and management cooperation is essential to the success of a safety program and Safety Committees. To ensure employee involvement in the safety efforts, Safety Committee(s) are composed of

an equal number of management (employer) and union (employee) members. All employee unions are offered representation and requested to appoint all labor committee members. To obtain union representation, a letter is sent to each union to request members for the committee. If a response is not received, a second letter is sent to a higher level union official. If the union does not respond after two attempts, the agency appoints union members and notifies the union of the appointed representatives.

At agencies/worksites where employees are represented by more than one union, unions are encouraged to agree to a joint committee, including all employee organizations, rather than separate committees. A multi- Safety Committee may also be established, with agreement of the union, when more than one agency is housed within the same building or facility.

In addition to Safety Committees, employees are encouraged to become involved in the agency's safety efforts through the assignment of program responsibilities, participation in available industrial health related services, and employee training/education. Employees also receive **periodic newsletters containing safety and health related information** and reminders encouraging participation in the agency's safety suggestion program. In addition, the following involvement programs are made available:

[Insert other agency initiatives or sponsored activities by which employees may become involved in the safety effort.]

Sample Letter to Unions for the Formation of Safety Committee

Dear Union:

The Agency is forming or re-establishing a Safety Committee to include an equal number of management and union represented employees. In addition to the central Safety Committee, the goal is to establish or maintain functioning committees in each of our offices/facilities/regions. The central committee will include a total of [number of total members (at least 4 not more than 12)] members. Because this agency has employees who are also represented by other union names, you should provide us with the names of [number of names based on union numbers] employees who are willing to serve on the committee.

Management and union represented employees serving on the Safety Committee will receive initial and periodic training to ensure that they have the ability to effectively perform their responsibilities. The initial training will be required for all committee members. Meetings will be held monthly or quarterly, and work time will be permitted to perform all safety committee responsibilities.

You can assist with our safety and health efforts by providing these names on or before [two weeks]. If no names are provided, employees will be appointed to serve, and their names will be provided to you. Questions may be referred to Safety Coordinator or me.

Signed Human Resource Director or Labor Relations Coordinator

Letter to Unions Requesting Safety Committee Members

L. ESTABLISHED SAFETY RULES AND METHODS FOR THEIR ENFORCEMENT

Written safety rules and enforcement procedures are established to provide for a safe workplace environment. The general safety rules and enforcement procedures are provided during new employee orientation and annually distributed to all employees [via email](#).

At the same time these rules are provided, managers and supervisors are asked to review them with their employees. Managers and supervisors enforce the agency's general safety rules and develop any additional safety rules or procedures specific to their operations or work environments. Supervisors are also asked to remind employees that failure to adhere to safety rules or procedures may result in disciplinary action. Safety rule violations or failure to follow established safety procedures can result in disciplinary action up to and including dismissal based on the seriousness and/or willfulness of the violation.

[Insert the agency's disciplinary policy and the procedure for enforcement including the progressive steps or actions taken.]

The Safety Coordinator, safety staff, managers, and/or supervisors are empowered to notify and halt of the work of contractors working in state facilities when violating any applicable federal, state, or agency safety standards. Contractors are provided with a copy of the applicable safety policies, procedures, or work rules prior to the start of work. The contractor also provides any of their corresponding safety policies or procedures required by federal or state regulations.

General Safety Rules

1. Be aware of and adhere to the safety and health policies, procedures, rules, and work practices established by the agency.
2. Conduct yourself in a safe manner and maintain a safe work area.
3. Immediately report any unsafe acts or conditions to your manager or supervisor.
4. Report all incidents (including near misses) and accidents, whether an injury occurred or not, to your manager or supervisor as soon as possible.
5. Horseplay and practical jokes can cause harm or injury and are not permitted while performing official duties for the Commonwealth or while on Commonwealth owned or leased property.
6. Fighting and physical force should never occur while on Commonwealth owned or leased property or while performing official duties.
7. Displaying or using any weapon (or any instrument used as a weapon) or firearm (or missile-projecting device) while on Commonwealth owned or leased property or while performing official duties, unless authorized to do so as part of your assignment, is not permitted.

8. Use, possession, or being under the influence of alcoholic beverages or non-prescribed controlled substances while on Commonwealth owned or leased property or while performing official duties is not permitted.
9. Keep your work area clean and free from slip, trip, fall, and other safety hazards.
10. Know and use proper lifting techniques and request assistance when lifting heavy or awkward loads.
11. Use an ANSI (American National Standards Institute) approved stepladder or stepstool to reach high shelves. Move the stool or ladder as necessary to avoid stretching.
12. Follow warning signs that caution of possible safety hazards or conditions.
13. Always use handrails when walking in stairways and take one step at a time.
14. Avoid running and use caution in congested areas and at blind corners.
15. Obey traffic laws while operating a vehicle.
16. Wear seat belts at all times while driving on Commonwealth business.
17. Know and adhere to your responsibilities concerning policies and procedures for emergencies such as fires, bomb threats, etc.
18. Use appropriate personal protective equipment (i.e., safety glasses, safety shoes, latex gloves, respirators, etc.) where it is justified or required based on workplace exposure.
19. Obey safety precautions published by the manufacturer while using equipment or chemicals.

Drug-Free Workplace

The unlawful manufacture, distribution, dispensing, possession or use of alcohol or other controlled substance either while on duty or in the workplace will not be tolerated in accordance with Management Directive 505.25 Amended, Substance Abuse in the Workplace **or required agency policy concerning Substance Abuse Awareness and Prevention**. Any employee involved in these activities may be subject to discipline, up to and including dismissal. In addition, employees may be subject to criminal penalties.

Employees are required to notify the agency of any criminal drug statute conviction for a violation occurring in the workplace, no later than five days after such conviction.

In agencies which participate in the State Employee Assistance Program (SEAP), managers and supervisors should seek the assistance of the agency SEAP Coordinator whenever an employee has a suspected drug, alcohol, or other problem which impairs their job performance. Employees with substance abuse problems can receive free and confidential evaluations by calling SEAP at 1-800-692-7459. For counseling or treatment, employees may contact United Behavioral Health at 1-800-924-0105.

In agencies which do not participate in SEAP, managers and supervisors should seek the assistance of their Human Resources office. For counseling or treatment, employees should contact their behavioral health provider.

Tobacco Use

Many Commonwealth buildings are required to be smoke-free. In accordance with Management Directive 205.19, Smoking in Commonwealth Buildings and Facilities, designated smoking areas are shown on the attached diagram. The agency has taken positive steps to reduce smoking hazards (tobacco use) in the workplace and to encourage smoking cessation among their employees.

M. METHODS FOR ACCIDENT INVESTIGATION, REPORTING, AND RECORDKEEPING

The Accident Investigation Program prescribes the procedures for reporting and investigating all workplace accidents. Accidents are reported and investigated in order to identify the facts surrounding the accident and determine the causes to prevent recurrences. Workplace accidents that should be reported include any that result in occupational injury, illness or disease, fatality, damage to motorized vehicles, and other property damage as well as near misses.

The timely reporting and investigation of workplace accidents provides for the following:

- Establishes a written record of the factors that contributed to or caused the accident.
- Ensures prompt investigation of accidents in order to initiate and support corrective actions.
- Provides statistical information for use in analyzing all phases of accidents and events.
- Provides information that may be used in the identification of workplace hazards and employee training.

The **Safety Coordinator** develops and maintains the written Accident Investigation Program; is responsible for all aspects of the Program; and has full authority to make necessary decisions to ensure the success of the program. The **Safety Coordinator**:

- Serves as the contact and resource person for accident reporting procedures
- Conducts training to ensure that supervisors and employees are informed and knowledgeable of current accident reporting procedures
- Ensures that all accident report forms are correct and filed in a timely manner.
- Ensures that supervisors and managers or those responsible to conduct investigations are trained in accident investigation procedures and techniques.

Accident Response and Reporting

During new employee orientation, employees are notified that all workplace accidents (including near misses) must be reported to their manager or supervisor regardless of severity or whether or not an injury occurred. When an injury occurs, the manager or supervisor is responsible to report the injury by completing a *Workers' Compensation Claim Report* in SAP ESS or by paper form if computer access is not available. Claim reports are completed and notifications made as soon as possible upon knowledge of injury and within the following timeframes based on the type of claim:

- Medical Only – within 5 days of notification.
- Indemnity (lost time) – within 48 hours of notification.
- Fatality – Immediate notification.

The manager or supervisor is trained to ensure that the employee chooses a Panel of Physicians doctor from the list which is posted in the work location, and a CSI Managed Care Card is ordinarily provided to the employee to take to the doctor to ensure billing is handled correctly. In the event of a potential blood or body fluid exposure, employees are directed immediately to the local Emergency Room, since many of the panel doctors are not equipped to handle these exposures. Follow-up by the Workers' Compensation Coordinator occurs to ensure the employee understands their responsibility to

treat with a panel doctor. Employees are not discriminated against for reporting a work-related fatality, injury, or illness; filing a safety and health complaint; asking for access to occupational injury and illness records; or exercising any rights afforded by the Workers' Compensation Act.

In the event of a workplace accident and/or illness the following procedures are followed to ensure prompt and effective care to the involved individual(s).

Responding Supervisor/Employee Actions

- If an injury or illness is involved, provide immediate assistance to the injured employee by seeking medical attention.
 - Provide or arrange for first aid/CPR as appropriate.
 - Request EMS assistance if necessary.
 - Take the employee to the physician of their choice or to the nearest medical facility.
- Write down the date and time of the injury, date and time that notification of the injury was received, and any other pertinent facts for future reference.
- Cooperate fully with any emergency response or law enforcement personnel on the scene. Do not interfere with an official investigation, such as a traffic accident, criminal, or workplace violence investigation.

Affected Employee Actions

- Seek immediate medical attention for the nature of the injury or illness.
- Notify a supervisor or manager immediately of the accident and if an injury or illness has occurred. Employees are encouraged to notify a supervisor or manager as soon as possible, but at least within 24 hours or at the beginning of the next shift, of the date and time of injury or first manifestation of the illness.
- Receive further information and instructions from the human resource office, workers' compensation claims administrator, and immediate supervisor regarding claim and benefit procedures.

[The section above provides an example of procedures commonly used for accident response and reporting. Modify to accurately reflect the agency's procedures.]

Accident Investigation

An accident is defined as an unexpected and undesirable event arising from unsafe acts or conditions. All accidents, including near misses, are investigated. The **manager or supervisor** is responsible to investigate all reported accidents as soon as possible and at least within 48 hours. Failure to properly investigate accidents, concealing facts, or failing to obtain all the facts available interferes with accident prevention.

Training on accident investigation procedures is provided during supervisor orientation and to all employees assigned the responsibility for conducting inspections. When an accident occurs, the **manager or supervisor** completes the *Accident Investigation Form*. A *Witness Statement Form* should be attached to the *Accident Investigation Form* for each witness to the accident. Once these are completed, one copy is maintained by the manager or supervisor, a second copy is forwarded to the Safety Coordinator, and when an injury occurs, a third copy is forwarded to the Workers' Compensation Coordinator.

The **Safety Coordinator, Safety Committee, or other designated employees** are responsible to conduct follow-up accident investigations when necessary to determine the causes of the accident and

recommendations to prevent recurrences. The need to conduct follow-up investigations may vary and depends on the circumstances or severity of the accident or injury.

Accident Investigation Procedures

Thorough accident investigations help to determine why accidents occur, where they happen, and any trends that might be developing. An analysis of the conditions and circumstances of the accident provides a basis to implement corrective measures to prevent recurrences. For all accident investigations, the supervisor, Safety Coordinator and/or Safety Committee performs some or all the following procedures:

- Conduct a thorough accident investigation at the scene of the injury as soon after the injury as safely possible. Accidents become increasingly difficult to remember and document with the passage of time.
- Go promptly to the scene of the accident and document the details of the surroundings by taking photographs or making sketches. Save or preserve any physical evidence that may be used for future litigation proceedings.
- Use the *Accident Investigation Form* as a guideline to gather information and conduct the investigation.
- Stress obtaining facts, rather than placing blame or responsibility. Listen to conversations that may be going on, realizing that unsolicited comments often have merit and can indicate areas of further inquiry.
- Ask the employee involved in the accident and any witnesses, in separate interviews, to tell exactly what happened. Do not interrupt or ask for more details at that time; just let the employee describe it in their own style.
- Repeat the employee or witness's version of the event and allow them to make any corrections or additions.
- After interviewing the involved employee(s) and witnesses, have them complete the *Witnesses Statement Form* to document their account of the event.
- Remind employees that the purpose of the investigation is to determine the cause and possible corrective actions that can reduce or eliminate the possibility of a recurrence.
- Complete the appropriate sections of the *Accident Investigation Form* with the employee, and review the data with the employee for accuracy.
- Encourage employees to give their ideas for preventing similar accidents in the future.
- Study the information gathered to determine the possible causes or factors that contributed to the accident. Realize that many accidents involve both unsafe conditions and unsafe acts.
- Determine the corrective actions and recommendations to prevent future accidents and injuries.
- When possible, correct any unsafe conditions or acts immediately. If immediate correction is not possible, report the situation to the appropriate level of management.
- If an employee sustained any injury or required medical attention, contact the workers' compensation claims administrator regarding additional reports that may be required.
- Submit the original Accident Investigation Form to the Agency Safety Coordinator within 48 hours of the date of injury or notification by the employee.
- Tell the Safety Coordinator and Workers' Compensation Coordinator of any additional information or related facts as the claim progresses.
- Communicate information regarding identified hazards, new procedures, or other corrective actions so all employees may benefit from the experience and findings.

[Modify the section above to reflect the agency's procedures. Include a copy of the Accident Report Form used by the agency]

Follow Up to the Accident Investigation

Management is responsible for acting on the recommendations resulting from accident investigations. The **Safety Coordinator and/or Safety Committee** monitors the progress of the corrective actions and ensures they are completed. Any trends noted during accident investigations are reviewed with employees and supervisors to determine if the job can be altered, any hazards can be eliminated, or if additional training is needed.

Follow-up actions include:

- Respond to the recommendations in the report by determining and explaining what corrective actions can be accomplished.
- Develop a timetable for corrective actions.
- Monitor that the scheduled actions have been completed.
- Check the condition of injured worker(s).
- Inform and train other workers at risk.
- Re-orient worker(s) on their return to work.

Program Evaluation

The Accident Investigation Program is evaluated annually by the Safety Coordinator to determine whether the program is being followed and if further modification or training is necessary. In addition to the program review, all completed accident investigation forms (minus any confidential employee information) are reviewed by the **safety coordinator and safety and safety committee**. The information obtained from the review and analysis of the *Accident Investigation Reports* and *Witness Statement Forms* is utilized to develop corrective actions and procedures to prevent the recurrence of injuries.

The *Accident Investigation* and *Witness Statement Forms* are utilized to identify:

- The types of injuries or injury trends.
- The causal factors that contributed to the accident.
- Areas with an above average number of accidents or where the accidents incurred are of a more serious nature.
- Equipment, materials, or environmental factors that seem to be commonly involved in accidents.
- Corrective work practices, procedures, or equipment which could be used throughout the agency.
- Future training needs.
- Manager's or supervisor's ability to understand their operations and resolve their accident problems.
- Where greater management emphasis is needed.
- Annual safety goals and objectives.

Recordkeeping

The **Workers' Compensation Coordinator and Safety Coordinator** are responsible for maintaining the documentation of accident related records. Examples of such records may include:

- Claim forms
- Return to work information
- Medical surveillance records
- Completed accident investigation and witness statement forms.
- Copies of communications related to accident investigations findings or recommendations.
- Evaluations or accident analysis reports

[Modify to reflect the agency's records that are maintained and where the records are located.]

Sample Memo to Notify Supervisor of Accident Investigation Responsibility

To: All Supervisors

From: Safety Coordinator, Personnel Director or Agency Head

To ensure that every effort is made to prevent accidents from recurring, it is important that you, as the supervisor of an injured employee, investigate the cause of each accident. You should also make every effort to determine what measures could be implemented to prevent a similar accident from occurring in the future.

As soon after an accident occurs as possible, you must complete an *Accident Investigation Report*, in addition to a *Workers' Compensation Claim Report (JPA-797 paper form or SAP form)*. The *Accident Investigation Report* should not be completed by the injured employee. However, the injured employee and any other witnesses may complete a *Witness Statement*. Witness information is also helpful in the prevention of future accidents. A supply of forms is [attached or available on the website](#).

The information gathered from these investigations will help the Safety Coordinator and Safety Committee plan for the prevention of future accidents. Confidential information or information about specific employees will not be shared with the Safety Committee. Your assistance is appreciated. Safety is everyone's responsibility.

Questions about accident investigation or any other safety issues may be addressed to [Safety Coordinator Name](#), Safety Coordinator, at [Telephone Number](#) or by e-mail [E-Mail Address](#).

Instructions for the Accident Investigation Form

Purpose of Form: Effective loss control efforts require documentation of accidents to determine hazards or problem areas, procedures, or systems and to perform trending. Thorough investigation is required to determine the facts surrounding events so that remedial action can be taken, if required. This form provides an outline of needed information.

Filing Deadline: If the accident resulted in the filing of a workers' compensation claim, the form must be received by **(AGENCY SAFETY COORDINATOR)** not later than the **7th calendar day** after the filing of the **(WORKERS COMP FORM)**. Agencies having an established investigation procedure and form that meets or exceeds the requirements of this form may continue to use the form. All other agencies should at a minimum use this form.

Completed by: **(The Agency Safety coordinator, employee supervisor, etc.)**

A. Employee Data

Complete the top of the form with the identifying information and the date and time of the accident. If a claim has been filed, complete the space for the claim number.

B. Accident Description

Attachment 1 contains benchmarked accident investigation procedures. Sufficient action is necessary to ensure that all facts surrounding the accident are obtained so that effective loss control procedures can be established to protect against future accidents occurring. The form is developed to capture this information and to help the accident investigator come to reasonable conclusions concerning the events.

1. Where did the accident happen and who was involved? Go to the scene. Provide a visual image of the location of the accident. The reader should be able to visualize the area and the surrounding environment. Include names of the people involved and interviewed.
2. What was happening at the time of the accident and why was it taking place? Document the sequence of events leading up to the accident. Include the activities surrounding the event and their purpose.
3. What exactly caused the injury and how did it happen? What were the mechanics that caused the injury or could have caused an injury? Were procedures followed? Are the procedures faulty? Was equipment in good repair? Were there environmental hazards?
4. Describe any injury incurred, body parts and kinds of injuries. Through interview with the affected employee, determine what kinds of injuries were sustained and what body parts were involved. If an injury was avoided, what could have caused an injury?

C. Investigation Results

After review of all facts, what was the hazardous condition, unsafe work practice or other root cause of the accident/ injury?

D. Corrective Action

What is recommended to help prevent this type of accident from occurring again? Provide short term and long term corrective actions that will prevent or eliminate the hazardous condition, unsafe work practice, and root causes.

Who will be contacted concerning recommended action to ensure follow-up? Completion of this section ensures that the management staff involved knows that action has been taken to remedy the hazardous condition.

Accident Investigation Form Sample

A. Employee Data		Claim # (if known):			
Date of accident:		Time:		A.M	P.M.
Employee Name:					
Working Title:		Dept.			
Employee Contact #:	Hm.		Wk.		Other
Supervisor Contact:				Wk	
B. Accident Description					
<p>Obtain written and/or recorded statements from injured employee. What happened? What caused the accident? What were the contributing factors? Reconstruct the sequence of events that led to the injury. Attach additional sheets if necessary. This document becomes an official accounting of the facts surrounding the accident. When documenting the facts, include answers to the following questions:</p>					
<ol style="list-style-type: none"> 1. Where did the accident happen and who was involved? Provide a full description of the surroundings of the location and the individuals involved. 2. What was happening at the time of the accident and why was it taking place? 3. What were the events leading up to the accident? Describe the sequence in order and when they took place. 4. What exactly caused the injury and how did it happen? What were the mechanics, equipment, or tools involved? 5. Describe the injury or injuries incurred. What body part and what kind of injury? (Indicate if no injury occurred.) 6. If a physical injury was avoided, what could have happened to cause an injury? 					
C. Accident Findings					
<p>After review of all facts, what was the hazardous condition, unsafe work practice, or other causal factors (procedure, equipment, people, and environment) that contributed to the accident / injury?</p>					

D. Corrective Action

What is recommended to prevent this type of accident from occurring again?

Actions taken to ensure recommendations are considered:

Signature of Accident Investigator

Date

Time

Internal
Distribution:

Original: **Agency Safety Coordinator**

Copies: **Bureau Safety Coordinator (if applicable)**
Employee's Supervisor
Director/Manager of Department or Section

Maintain one copy in any retrievable format in the site file for a minimum of 3 years.

Note: Employee medical and exposure records must be maintained for the duration of employment plus 30.

Note: If a workers' compensation claim is filed, send to:
(Agency Workers' Comp Coordinator)

Witness Statement

The information contained on this form will be used to identify causes of injuries. The form should be completed by any witness to a work-related injury or accident. It should be submitted with the Accident Investigation Report and the Workers' Compensation Claim Report.

Injured Employee Name	Employee Number	Date of Incident
Was the accident the result of an unsafe act or condition? What acts, failures to act, or conditions contributed to the incident? <input type="checkbox"/> Unsafe Act <input type="checkbox"/> Unsafe Condition <input type="checkbox"/> Neither		
Explain what you saw.		
What type of injury occurred to the employee?		
Additional Comments and Information.		
I verify that I witnessed the accident as described above. The statements made were given by me freely, without coercion from my supervisor or the injured employee.		
Witness Name	Witness Signature	Date Form Completed

To obtain an additional supply of this form, contact the Safety Coordinator.

Accident Investigation Best Practices

I. Fact-Finding

1. Emphasis is placed on gathering facts; not to place blame, or determine the cause of accident.
2. Inspect the accident site before any changes occur.
3. Preserve essential and critical evidence.
4. Take photographs and/or make sketches of the accident scene.
5. Interview the injured employee and witnesses as soon as possible after an accident. Record pre-accident conditions, the accident sequence, and post-accident conditions.
6. Document the location of injured employee, witnesses, machinery, equipment, energy sources, and hazardous materials.
7. Ask *who, what, when, where, why, and how* during interviews.
8. Re-interview injured employee and witnesses to resolve conflicting accounts of the accident.
9. Remain completely objective during interviews and in documentation – no opinions, just the facts.
10. Keep complete and accurate notes.

II. Interviews

1. Get preliminary statements from victims and witnesses as soon as possible.
2. Explain the purpose of the investigation (accident prevention) and put each witness at ease.
3. Let each witness speak freely and take notes without distracting the witness.
4. Record the exact words used by the witness to describe each observation.
5. Be sure that the witness understands each question.
6. Identify the witness completely (name, occupation, years of experience, phone number).
7. Supply each witness with a copy of his or her statement (signed statements are desirable).

III. Accident Reconstruction

1. Develop a sequence of events from the information obtained from the victims and witnesses.
2. Identify hazardous conditions present during the accident.
3. Identify unsafe work practices present during the accident.
4. Identify system issues that caused or contributed to the accident.
5. Determine root causes of the accident by Job Safety Analysis or other methods.
6. If discrepancies exist, contact the Safety Coordinator regarding the discrepancies and ask for assistance.

IV. Investigation Reporting

1. Provide complete, thorough information about the accident (*who, what, where, when, why, and how* data).
2. Describe the accident. Document the sequence of events of the accident. Identify the extent of damage to the employee and/or property.
3. Identify hazardous conditions and/or unsafe work practices for each event of the accident.
4. Identify the root cause of each hazardous condition or unsafe work practice.
5. Provide short-term and long-term corrective actions that prevent or eliminate the identified hazardous conditions, unsafe work practices, and root causes.
6. Describe the corrective actions recommended, the persons who are accountable for each corrective action, and the approximate time frame for correction.

V. Corrective Actions

1. Recommend immediate corrective actions to eliminate or reduce hazardous conditions and/or unsafe work practices.
2. Recommend long-term corrective actions that correct policies, programs, plans, processes, and/or procedures.
3. Recommend engineering controls, administrative controls, and/or personal protective equipment.
4. Estimate the cost to implement each immediate and long-term corrective action.
5. Develop an action plan for each corrective action.
6. Monitor implementation of the action plan to ensure appropriate corrective action is taken.

N. AVAILABILITY OF FIRST-AID, CPR, AND OTHER EMERGENCY TREATMENTS

All employees are afforded prompt first aid treatment of injuries or illnesses, either by providing employees trained in first aid and CPR at the worksite, or by ensuring that emergency treatment services are within reasonable proximity of the worksite. The basic purpose of this procedure is to assure that adequate first aid is available in the critical minutes between the occurrence of an injury or illness and the availability emergency treatment for the employee.

In workplaces where serious injuries or accidents are possible, such as those involving falls, suffocation, electrocution, or amputation, emergency medical services must be available within 3-4 minutes. A response time of up to 15 minutes is generally considered reasonable in workplaces, such as offices, where the possibility of such serious work-related injuries is more remote. If emergency care is not available within the appropriate timeframes, an employee or employees are adequately trained to render first aid and CPR. These employees are designated as first responders and are provided with the appropriate first aid supplies or protective equipment. For worksites that rely solely on assistance from outside emergency responders, appropriate steps are taken to ascertain that emergency medical assistance will be promptly available when an injury or illness occurs.

To ensure a quick response for medical emergencies, the employees listed in the attachment have volunteered as First Responders. First Responders receive training in First Aid and/or CPR by an approved organization (American Red Cross, American Heart Association). Refresher training is provided by the agency consistent with the requirements of the certification. First Responders are also required to have annual training regarding bloodborne pathogens and universal precautions.

Employees are to take the following steps in the event of a medical emergency:

- Obtain enough information to provide critical details.
- Contact a First Responder and outside emergency medical assistance.
- Send someone to contact help if unable to leave the injured person.
- Act as directed by the First Responder or emergency service personnel.

Although First Aid and CPR services can provide a quick response, employees are reminded that calling off-site emergency medical services should not be delayed. Call (911-or emergency number) if an injury or illness is serious or a First Responder is not immediately available. The procedure for obtaining emergency medical assistance is provided during new employee orientation and annually for all employees. The procedures are also posted in or made available to all work locations.

[Insert agency methods for providing the procedures to all employees and how they are made available to all work locations.]

Employees are made aware of the locations of the First Aid Kits which are shown on the building diagram. Periodically, and at least quarterly, supplies in the First Aid Kit will be checked and replenished as necessary by [insert name or job title]. The [Safety Coordinator, Bureau Director, etc] ensures that the First Aid Kits are maintained and have the correct type and quantity of supplies for the number of employees on site and for the type of work being performed.

If an employee requests medical treatment he/she is taken to a local emergency room or a Panel of Physicians doctor depending on the nature of the injury. The manager/supervisor or other designated employee ensures that the employee is transported and accompanied, if appropriate, to the medical facility. The manager

or supervisor immediately notifies the employee's emergency designee when necessary. Most employees have provided emergency contact information which is available by contacting the Human Resource Office.

All work-related injuries and illnesses are reported and investigated in accordance with the workers' compensation and accident investigation procedures. Depending on the nature of the injury or illness, the **manager or supervisor** is responsible to investigate all work-related accidents as soon as possible and at least within 48 hours. The **manager or supervisor** completes the *Accident Investigation Report* and *Witness Statement Form* as appropriate.

[Modify or refer to the agency's procedures for workers' compensation and Program Element M – Methods for Accident Investigation, Reporting, and Recordkeeping.]

The **Safety Coordinator, Bureau Director, etc.** reviews the following on an annual basis to determine the adequacy and effectiveness of the program:

- That work location procedures are developed and are adequate.
- That training certifications and contact information are current.
- That employee training / notifications have been provided.
- That appropriate PPE / emergency equipment have been provided and maintained.

First Responders for Medical Emergencies

[Building Name or Agency Name]

The following individuals have been certified in CPR, First Aid, or both. They have volunteered to assist in the event of a medical emergency. After contacting one of these individuals for assistance, please remember to also call the emergency number [enter number] for professional assistance.

Name	Building/Room #	CPR/First-Aid/Both	Telephone

Agency and Work Location First Responder List

First Responder Certification Expiration

Name	Work Location	Training Date	First Aid Expiration	CPR Expiration

Memos to Bureau Directors or All Employees Regarding First-Aid/CPR Services

TO: Bureau Directors or All Employees and Upper Management

FROM: Safety Coordinator, Human Resource Director, or Agency Head

It is imperative that we work in an environment where response to emergency medical situations is swift and effective. Trained volunteers are often the “first responders” to medical emergencies that occur at work. Our agency is seeking volunteers to participate in a no-cost CPR/First-Aid training session. The training will last approximately five and a half hours and will be held at a site to be determined. Participants who demonstrate all skills correctly and who pass the final written test will receive an Adult CPR certificate valid for one year after course completion and a Standard First-Aid certificate valid for three years after course completion (American Red Cross, American Heart Association- both certificates are good for 2 years).

Please circulate a copy of this memorandum to all employees to garner interest in both the Commonwealth’s Safety Initiative and voluntary CPR/First-Aid training. Interested employees should contact the Safety Coordinator if they wish to volunteer. Based on the response, a number of volunteers will be selected for the training. Employees currently possessing CPR/First-Aid or emergency medical technician certification may also volunteer to be a “first responder” by contacting the Safety Coordinator.

Employees who receive CPR/First-Aid training and who administer first-aid services are protected against personal liability by the Commonwealth’s Good Samaritan Act. If you have any questions or would like to volunteer, please contact the Safety Coordinator, **Safety Coordinator’s Name, at e-mail or telephone.**

Letter Requesting First Responder Volunteers

TO: All Employees

FROM: Safety Coordinator, Human Resource Director, or Agency Head

SUBJECT: First responders for medical emergencies

Several individuals within our organization have volunteered as “first responders” for medical emergencies that occur at work. They have been trained in First Aid and CPR, and in some cases in the use of AED equipment.

The list of individuals, their room numbers and telephone numbers are provided on the attachment. Please familiarize yourself with this list in the event that an employee working near you needs assistance for a medical emergency, or post the list near phones or First Aid Kits. Please note that even when first responders are called, the appropriate emergency number [insert number] should be called immediately for professional outside medical assistance.

This is also a good time to remind you to verify that your emergency contact information is up to date. Emergency contact information can be maintained directly in SAP if you have computer access or by contacting your Human Resource Office at [contact].

If you are interested in serving as a volunteer in the event that one of these responders transfers or separates employment from our organization, please contact the Safety Coordinator at [insert contact information].

O. METHOD(S) FOR DETERMINING AND EVALUATING A&IPP PROGRAM EFFECTIVENESS

Most accidents and injuries occur because of readily identifiable and correctable safety and health hazards. The purpose of this section is to provide the methods for evaluating the effectiveness and quality of the workplace safety and health program in order to satisfy the requirements of the Bureau of Workers' Compensation (BWC) and the commonwealth. Determining and evaluating the effectiveness of the workplace safety and health program is essential for continuous improvement and injury prevention.

The Safety Coordinator and Safety Committee work together to develop a written procedure that identifies the methods, data, information, and frequency of evaluation utilized to determine program effectiveness. The determination of effectiveness is performed annually and includes data, at minimum, for the current and past two complete fiscal years. Injury statistics and analysis results are provided **quarterly** or at least annually to senior management, Safety Committee members, and all supervisors. The information is necessary to communicate safety concerns or hazards, the impact of losses, and the established performance measures. At minimum, program effectiveness and evaluation results must be provided to senior management (Agency Head, Deputy Secretaries, and Bureau Directors).

The Safety Coordinator, Safety Committee members, or assigned safety staff are responsible for the following:

1. Developing performance indicators and measuring performance.
2. Conducting loss analyses to identify injury types, trends, and locations.
3. Preparing injury and statistical reports.
4. Conducting periodic program element reviews and evaluations.
5. Coordinating revisions to the safety and health program with the Agency Head or designee.
6. Communicating statistical information and analysis results within the agency.
7. Maintaining program documentation including statistical reports, loss analyses, program evaluations, and copies of communications.
8. Establishing goals and objectives at least annually.

[Modify the assignment of responsibilities to reflect the agency's procedures, positions, or work locations.]

Determining Program Effectiveness

Before measuring the effectiveness of a safety program, the data or indicators used to evaluate the program must be determined. Effectiveness can be measured by focusing on reducing existing problems/failures (trailing indicators) or by comparing program success with a baseline (leading indicators), or both.

One method to accomplish this effort begins with tracking the results provided in the effectiveness measures spreadsheet. The report is provided every six months by the Office of Administration and uses a series of trailing indicators to track the claims history. An analysis of the data is conducted a minimum of annually and a comparison of the loss history is used as the basis for determining trends and performance. The following trailing indicators are tracked to measure the overall effectiveness of the loss reduction efforts.

- Total workers' compensation costs
- Total number of accepted claims

- Frequency rate per 1000 employees
- Cost rate per employee
- Average cost per claim

The use of trailing indicators does not provide a reliable method to gauge or measure the future success of a safety program. While important to identify trends and areas in need of improvement, trailing indicators are after-the-event measures and tell only what has already happened. Rather than relying solely on them, it is desirable to also establish proactive measures (leading indicators) to assist in the determination of safety program effectiveness. Measuring the level of safety-related activities being carried out is a leading indicator that signals future progress. Examples of leading indicators that may be utilized by agencies include:

- Number of hazards (not accidents) reported and corrected
- Number of inspections and equipment safety checks scheduled and performed
- Number of safety related trainings / meetings scheduled and conducted
- Program objectives set and completed
- Number of safety policies or procedures developed and implemented.
- Data from employee safety opinion surveys and how results change over time
- Closure rates for identified safety issues and corrective actions.
- Measures of the quality with which safety tasks were completed.

Examples of other methods recognized by the Bureau of Workers' Compensation for determining program effectiveness include:

1. Comparison of incidence rate using the OSHA/Bureau of Labor Statistics (BLS) formula and then comparing incidence rate to the OSHA/Bureau of Labor Statistics (BLS) published incidence rate for the applicable business or industry, indicating what the incidence rate represents. This method is acceptable for evaluating effectiveness, even though the commonwealth is not regulated by OSHA.
2. Comparison of injury and illness rate derived via the *Employer's Report of Occupational Injury or Disease* (Form LIBC-344, Rev. 8-93), using the appropriate formula and then comparing rate to the rates published in the current edition of *Pennsylvania Work Injuries and Illnesses*, Table 2, "Injury and Illness Rates in Selected Industries".
3. State the experience modification factor and compare this rate to that for the previous two year.
4. State the loss ratio and compare this ratio to that for the previous two year.
5. Other methods deemed appropriate by the Bureau.

[Modify this section to reflect the agency's procedures, data, and performance indicators used to determine or measure program effectiveness.]

Loss and Data Analysis

When evaluating and determining the effectiveness of a safety program, a loss analysis is conducted to identify possible injury trends. Identifying the types of injuries and where they are occurring is critical to discovering program needs and goal/objective development. Loss and data analysis allows for the efficient allocation of resources and efforts to be focused on the areas or issues having the most impact on the injuries.

An annual loss analysis is conducted to identify the injury types, locations, and possible trends. Reports from the commonwealth's third party administrator for workers' compensation, CompServices, Inc. (CSI), are utilized to assist in the analysis of the loss data and are available at <https://csiquest.amerhealth.com>. The following reports are provided to assist with the identification and analysis of the injuries.

- Total workers' compensation costs incurred by fiscal year
- Total number of injuries by fiscal year
- Injuries and costs by fiscal year and location/bureau
- Number of open vs. closed claims
- Injury numbers by days of the week
- Injuries by type, body part, and cause code
- Injuries by type, body part, and cause code listed by location/bureau
- Injury cost by type, body part, and cause code
- Injury cost by type, body part, and cause code listed by location/bureau
- Claim detail and injury description
- Claim detail and injury description listed by location/bureau

Agencies that do not have access to the CSI Safety Loss Reports must annually review their claim reports, investigate injuries, and develop an internal tracking system (if needed) to log injury data. In order to implement corrective actions and prevent recurrences, it is necessary to identify the number, types, locations, and causes of their injuries. The Office of Administration is contacted to request additional injury reports or information.

[Modify this section to reflect the methods, procedures, and data used to perform a loss analysis of the agency's injuries.]

Program Review and Evaluation

Program reviews are a method used to evaluate the quality of the Workplace Safety and Health Program. Annual reviews or critiques of the individual program elements are required to ensure compliance and identify opportunities for improvement (i.e. gap analysis or self-audits). Deficiencies or areas in need of improvement are addressed by the appropriate actions to ensure compliance and effectiveness in preventing workplace injuries and illnesses.

The results of program reviews or audits are also used to establish annual goals/objectives, determine loss reduction strategies, and adequately address the agency's hazards. Information can be collected by comparing current procedures against the commonwealth requirement guide and using an appropriate self-auditing questionnaire, report, or checklist.

[Modify this section to reflect the agency's procedures for conducting an annual review of the safety program elements.]

All of the mandatory program elements and protocols require an annual review to evaluate compliance and opportunities for improvement. Program review and evaluation is essential for continuous improvement and the establishment of annual program goals and objectives. The program elements have been reviewed and evaluated as indicated on the following table. Copies of the program reviews or evaluation reports are maintained by the Safety Coordinator.

Policy reviewed and evaluated:

Element	Date Reviewed	Reviewer Name	Updated/No Change
A			
B			
C			
D			

E			
F			
G			
H			
I			
J			
K			
L			
M			
N			
O			
P.9.			
Other P Elements as applicable			

Program Review and Evaluation Tracking Form

P. PROTOCOL OR STANDARD OPERATING PROCEDURES, WHEN APPLICABLE TO THE WORKPLACE AND WORKPLACE ENVIRONMENTS

Under the Accident and Illness Prevention Program (AIPP) Elements section of the Pennsylvania Workers' Compensation Health and Safety Regulations, 34 PA Code Chapter 129, there are requirements that written protocols or standard operating procedures be developed to address any of the twelve (12) program elements in section P determined to be applicable to the workplace.

The need for and development of the program elements is based on the type of operations and hazards in the workplace. Due to the technical nature of the standards and specific needs, the Safety Coordinator consults with the subcontracted safety consultants for templates and assistance. Of the 12 elements, the following programs are established: [Delete any that are not applicable to the program; all agencies are required to address number 9. Include the policy.]

- 1. Electrical and Machine Safeguarding:** A procedure for the installation and systems, hardware and equipment installed upon, around, over, or near any machine or electrical installation to eliminate accidental contact by any person with the hazardous mechanical or electrical components for the purpose of preventing injuries.
- 2. Personal Protective Equipment:** A program that addresses the selection, purchase, training of employees, and enforcement of the use of devices and apparel determined necessary for employees to protect against hazards in the work environment.
- 3. Hearing Conservation Program:** Programs established to reduce or eliminate, if possible, the level of noise in the work environment to safe levels through engineering controls, administrative control and/or personal protective equipment. Methods may include personal protective equipment (mandatory hearing protection), point of operation equipment guards, non-hazardous tools, proper illumination and other similar engineering controls.
- 4. Sight Conservation:** Programs established to reduce or eliminate, if possible, hazard in the work environment to protect and conserve employee eye sight from equipment and any physical or environmental hazards to employees' eyes, through engineering controls, administrative control and/or personal protective equipment. Methods may include personal protective equipment (mandatory safety glasses, goggles, and face shields), point of operation equipment guards, non-hazardous tools, proper illumination and other similar engineering controls.
- 5. Lockout/Tag-Out Procedures:** A procedure consisting of controls and employee training to ensure that machines, equipment, or piping are isolated, de-energized, and completely inoperative (locked out) before servicing or maintenance is performed. This procedure shall also protect employees from the unexpected machine startup, release of unsafe liquid or gas, or contact with electrical sources.
- 6. Hazardous Material Handling, Storage, and Disposal Procedure (R-2-K Program):** A procedure that identifies and controls the receipt, handling, storage and disposal of hazardous chemicals and products containing hazardous chemicals. Included is the development of a chemical inventory, procurement of material safety data sheets (MSDS), training for employees in identifying hazardous materials, understanding possible exposures and routes of entry of the chemical into the body, knowledge of the signs and symptoms of overexposure and recommended first-aid procedures.

7. Confined Space Entry Procedure: A procedure to follow when entering, for any reason, any area that has limited openings for entry and exit that would make escape difficult in an emergency, has a lack of ventilation, contains known and potential hazards, and/or is not intended or designed for continuous human occupancy.

8. Fire Prevention & Control Practices: Documented practices for the prevention and control of fires and their related cause factors. These practices also include methods for responding to fires should they occur, employee evacuation procedures, and other applicable techniques for protecting life.

9. Substance Abuse Awareness & Prevention Policies and Programs: These policies and programs must include the employer's methods that are implemented to inform employees of the hazards associated with the use of, or being under the influence of alcohol or other controlled substances in the workplace.

10. Control of Exposure to Bloodborne Pathogens: A program providing for protecting employees against the hazards related to exposure to blood or other potentially infectious body fluids. This also includes employee training and a procedure for implementing an immediate response should an exposure incident occur.

11. Pre-Operational Process Review: A procedure providing for the review of plans, drawings, diagrams and specifications for processes, equipment and machinery, prior to their use and introduction into the workplace. This review is for the purpose of identifying and correcting hazardous conditions.

12. Other hazards as they apply to a specific workplace or setting: Additional safety hazards and programs not listed above should be addressed as needed. Examples include, but are not limited to: Fall Protection, Respiratory Protection, Ergonomics, Back Injury Prevention, Powered Industrial Trucks, Excavation and Trench Safety, Asbestos, Lead, and Driver/Pedestrian Safety.

Q. PROTOCOL ASSESSMENT CHECKLIST

Workplaces are assessed for potential hazardous exposures to the protocols. If applicable, programs to address the protocols are developed. The extent of the required programs is based on the type and degree of identified hazards.

The Safety Coordinator may need assistance to make these determinations; therefore, a *Protocol Assessment Checklist* containing questions and examples is provided for **Bureau Directors and Division Chiefs** to complete. The list of examples on the *Protocol Assessment Checklist* is NOT all inclusive. The *Protocol Assessment Checklist* assists in determining whether there is a need for specific policies and programs. Safety Coordinators may meet with Bureau Directors and Division Chiefs to compile the information or it may be distributed to them for completion. Consultants assist in the information gathering and assessment process, when necessary, and are also used to inspect the workplace to determine the extent of the program required to address the identified hazards and develop the needed policies, procedures and training.

Protocol Assessment Checklist

In accordance with Management Directive 530.31, the following protocols are required if the hazards or potential for the hazards exist within the workplace. Because Bureau Directors and Division Chiefs should be aware of the hazards for which employees may come in contact with, these individuals are accountable for ensuring that assessments are conducted.

Assessment Instructions: This is not an inspection, but only an assessment. To assist your understanding of the protocol, a definition and examples are provided. (Please note the example lists are not all inclusive, but they are provided for clarification of the definition.) Please review the below protocols to determine if each hazard or potential for the hazard exists in any workplace for which subordinate employees work. You may consult supervisors to ensure answers are accurate. After reviewing the hazard definition and questions, check the appropriate response. If assistance is needed to complete the assessment, please contact the Safety Coordinator identified below.

Contact Information: Upon completion, please return the assessment to the Safety Coordinator listed below. The information will be used to review the workplace safety and health measures in place that address these hazards.

Safety Coordinator:
Mailing Address:
E-Mail Address:
Telephone Number:

1. Electrical and Machine Safeguarding: A procedure for the installation and systems, hardware and equipment installed upon, around, over, or near any machine or electrical installations to eliminate accidental contact by any person with the hazardous mechanical or electrical components for the purpose of preventing injuries.

Machine Safeguarding: In general, any equipment, machine part, function, or process which may cause injury must be safeguarded. Where the operation/maintenance of equipment or a machine or accidental contact with them can injure the operator or others, the hazard must be controlled or eliminated.

Electrical Safeguards: The most common types of positions that expose employees to electrical hazards or require electrical safeguards are electricians, maintenance staff, and machine technicians. The hazards commonly associated with electricity include shock, igniting combustible materials, and damage to equipment thus causing other hazards.

	Yes	No	Unsure
a. Do employees operate or perform maintenance on mechanical equipment?			
b. Do any hazards exist which would require machine safeguarding?			
• Points of Operation			
• Ingoing Nip Points			
• Pinch Points			
• Rotating Parts			
• Flying Chips and Sparks			
• Other, explain			

c. Are machine guards in place (examples of guards: barrier guards, two-hand tripping devices, electronic safety devices, etc.)?			
d. Are employees performing electrical work or maintenance and servicing of electrical equipment?			
e. Do any of these hazards require electrical safeguarding?			
<ul style="list-style-type: none"> • Equipment or machinery in need of de-energizing and lockout/tagout procedures prior to maintenance, repair, or inspection. 			
<ul style="list-style-type: none"> • Installation of equipment or machinery. 			
<ul style="list-style-type: none"> • Electrical wiring, installation, or connections. 			
<ul style="list-style-type: none"> • Voltage specific work, including high voltage. 			
<ul style="list-style-type: none"> • Working in proximity to exposed electrical hazards. 			
<ul style="list-style-type: none"> • Use of tools or equipment too close to energized or arcing parts. 			
<ul style="list-style-type: none"> • Working in an elevated position near overhead lines. 			
<ul style="list-style-type: none"> • Usage of equipment in hazardous or wet/damp locations. 			
<ul style="list-style-type: none"> • Other, explain 			
f. Have applicable personnel been made aware of and trained in Electrical and Machine Safeguarding hazards and procedures?			
g. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

2. Personal Protective Equipment (PPE): A program that addresses the selection, purchase, training of employees, and enforcement of the use of devices and apparel determined necessary for employees to protect against hazards in the work environment.

The purpose of personal protective clothing and equipment (PPE) is to shield or isolate individuals from the chemical, physical, and biologic hazards that may be encountered. PPE is used to protect the respiratory system, skin, eyes, face, hands, feet, head, body, and hearing. Some examples of work and workplaces that require PPE are welding, painting, spray booths, construction, elevated work, healthcare workers, labs, exposure to chemicals, etc.

	Yes	No	Unsure
a. Do any employees currently use Personal Protective Equipment?			
<ul style="list-style-type: none"> • Safety glasses 			
<ul style="list-style-type: none"> • Safety boots 			
<ul style="list-style-type: none"> • Work gloves 			
<ul style="list-style-type: none"> • Face shields 			
<ul style="list-style-type: none"> • Respirators 			
<ul style="list-style-type: none"> • Hard hats 			
<ul style="list-style-type: none"> • Other, explain 			

b. Has environmental sampling been conducted to identify and determine if a Personal Protective Equipment (PPE) program is needed?			
c. Is training on the use of specific types of PPE conducted?			
d. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

3. Hearing Conservation Program: Programs established to reduce or eliminate, if possible, the level of noise in the work environment to safe levels through engineering controls, administrative control and/or personal protective equipment. Methods may include personal protective equipment (mandatory hearing protection), point of operation equipment guards, non-hazardous tools, proper illumination and other similar engineering controls.

Noise can be broken down into three general classifications: Continuous: wide-band noise of about the same constant level of amplitude, frequency content, and duration. Sounds repeated more than once each second are considered constant or steady such as noise from engines, fans, printing presses, boiler rooms, woodworking equipment. Intermittent: exposure to wide-band noise several times during the work shift (such as power tools, discharges from steam or air-pressure relief valves, air compressor machine noise). Impact: temporary pulsing or a sharp burst of sound, usually less than 1/2 second in duration, which is not repeated more than once each second (such as power punch presses, jack hammers, and firing ranges).

	Yes	No	Unsure
a. Do “high noise” areas exist near where employees work?			
If yes, is the noise			
Continuous			
Intermittent			
Impact			
b. Have noise surveys been conducted in “high noise” areas?			
c. As applicable, is baseline and annual audiometric testing conducted based on exposure?			
d. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

4. Sight Conservation: Programs established to reduce or eliminate, if possible, hazard in the work environment to protect and conserve employee eye sight from equipment and any physical or environmental hazards to employees’ eyes, through engineering controls, administrative control and/or personal protective equipment. Methods may include personal protective equipment (mandatory safety glasses, goggles, and face

shields), point of operation equipment guards, non-hazardous tools, proper illumination and other similar engineering controls.

Some jobs and work tasks that may require sight conservation programs include construction, manufacturing, maintenance, welding, cutting, grinding, landscaping, chemical exposure or mixing, laboratories, etc.

	Yes	No	Unsure
a. Are employees working in areas or performing tasks that puts their sight at risk?			
b. Do employees have a need for a sight conservation plan?			
c. Are emergency eyewash bottles, stations or showers provided or available to employees?			
d. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

5. Lockout/Tag-Out Procedures: A procedure consisting of controls and employee training to ensure that machines, equipment, or piping are isolated, de-energized, and completely inoperative (locked out) before servicing or maintenance is performed. This procedure shall also protect employees from the unexpected machine startup, release of unsafe liquid or gas, or contact with electrical sources.

There are a wide variety of energy sources on which lockout/tagout must be used to protect workers from the release of hazardous energy. Some of these energy sources include: electrical, mechanical, pneumatic, chemical, fluid and gases, hydraulic, thermal, water under pressure, and gravity. A lockout/tagout policy/procedure is **not** indicated for work on cord and plug connected electric equipment for which exposure to the hazards of unexpected energizing or start up of the equipment is controlled by the unplugging of the equipment from the energy source and by the plug being under the exclusive control of the employee performing the servicing and maintenance (example: photocopier or document shredder).

	Yes	No	Unsure
a. Do employees work on any of the following energy sources?			
• Electrical			
• Mechanical			
• Pneumatic			
• Chemical			
• Fluid and Gases			
• Hydraulic			
• Thermal			
• Water under pressure			
• Gravity			

b. Are energy-isolating devices, such as locks, tags, chains, wedges, key blocks, or other hardware used by or provided to employees?			
c. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

6. Hazardous Material Handling, Storage, and Disposal Procedure: A procedure used that identifies and controls the receipt, handling, storage and disposal of hazardous chemicals and products containing hazardous chemicals. Included is the development of a chemical inventory, procurement of material safety data sheets (MSDS), training for employees in identifying hazardous materials, understanding possible exposures and routes of entry of the chemical into the body, knowledge of the signs and symptoms of overexposure and recommended first-aid procedures.

	Yes	No	Unsure
a. Is the Employee Workplace Notice posted at prominent work locations?			
b. Are hazardous substances and/or materials used or stored within the work environment?			
If yes, has a list of those substances been compiled?			
c. Do employees receive initial and/or annual PA Worker & Community Right-To-Know training?			
d. Are material safety data sheets (MSDS) maintained and made available to employees?			
e. Are all containers or pipelines containing and hazardous materials properly labeled?			
f. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

7. Confined Space Entry Procedure

A required procedure for entering into an area where the space has limited or restricted means of entry or exit, is not designed for continuous employee occupancy or has the potential for a hazardous atmosphere (*an atmosphere that may expose employees to the risk of death, incapacitation, impairment of ability to self-rescue, injury, or acute illness*).

"Confined space" means a space that: (1) Has adequate size and configuration for employee entry. (2) Has limited or restricted means for entry or exit. (3) Is not designed for continuous employee occupancy. Examples of confined spaces include: tanks, vessels, boilers, silos, storage bins, hoppers, vaults, pits, sewer, cold Storage (ex. walk in freezer), manholes, etc.

	Yes	No	Unsure
a. Do confined spaces exist in any workplace? If yes, what kind?			
b. Do employees work near any confined spaces?			
c. Do employees ever enter confined spaces for any reason?			
d. Have surveys been conducted to identify the potential hazards with confined spaces?			
e. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

8. Fire Prevention & Control Practices: Documented practices for the prevention and control of fires and their related cause factors. These practices also include methods for responding to fires should they occur, employee evacuation procedures and other applicable techniques for protecting life.

Workplaces, operations or conditions that may require specific fire prevention/control procedures may include: smoking areas; heating, ventilating, and air conditioning systems, including their pipes, switches, wiring, and boiler controls; electrical equipment, including wiring and controls and extension cords; static electricity; forklift fueling and servicing; hot work; flammable and combustible liquids and gases; storage areas; packaging, including cardboard, excelsior, foam compositions, and paper; and waste removal.

	Yes	No	Unsure
a. Do operations or hazards exist that create a need for fire prevention or control procedures beyond the emergency evacuation plan or general safety inspections?			
b. Do employees work with flammable/combustible substances or are they stored in the work area?			
c. Have potential ignition sources and fire hazards been identified?			
If yes, do work areas contain fire protection (detection, alarm and suppression) equipment or systems?			
d. Are periodic fire prevention inspections conducted?			
e. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

9. Substance Abuse Awareness & Prevention Policies and Programs: These policies and programs must include the employer's methods that are implemented to inform employees of the hazards associated with the use of, or being under the influence of alcohol or other controlled substances in the workplace.

	Yes	No	Unsure

a. This protocol applies to all agencies.	X		
b. Are employees made aware of the policy regarding substance abuse?			
c. Is information regarding the policy periodically provided to employees?			
d. Do employees receive initial and ongoing substance abuse awareness and prevention training?			
e. Have supervisors and managers received training on how to recognize and respond to impaired behaviors?			
f. Are employee assistance programs or services available to employees?			
g. Are employees subject to drug testing?			
h. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol? Note: For all agencies under the Governor's jurisdiction, please answer yes (the SEAP program); all other agencies must answer this question.			
Comments			

10. Control of Exposure to Bloodborne Pathogens: A program providing for protecting employees against the hazards related to exposure to blood or other potentially infectious body fluids. This also includes employee training and a procedure for implementing an immediate response should an exposure incident occur.

Bloodborne pathogens are pathogenic microorganisms that are present in human blood and can cause disease in humans. These pathogens include, but are not limited to, the hepatitis B virus (HBV), the hepatitis C virus (HCV), and the human immunodeficiency virus (HIV). An occupational exposure is defined as employees with reasonably anticipated eye, mouth, other mucous membrane, non-intact skin, or potential contact with blood, bodily fluids or other potentially infectious materials (OPIM) that result from the performance of their job duties. Some examples of jobs with the potential for occupational exposure may include laundry worker, plumber, janitor, housekeeper, nurse, dental assistant, park grounds-keeper, gardener, or first aid/CPR providers such as a lifeguard or first responder.

	Yes	No	Unsure
a. Is there a risk for an occupational exposure to blood or other potential infectious material (OPIM) in any work location?			
b. Have employees been trained in first aid, CPR, and AEDs?			
c. Are there housekeeping staff or other employees assigned the responsibility for cleaning up blood or other potentially infectious materials?			
d. Does a BBP policy and procedure exist?			
e. Are employees informed on how to report an exposure?			
f. Do employees receive orientation or other training regarding blood or OPIM?			
g. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

11. Pre-Operational Process Review: A procedure providing for the review of plans, drawings, diagrams and specifications for the processes, equipment and machinery, prior to their use and introduction into the workplace. This review is for the purpose of identifying and correcting hazardous conditions.

When changes are being considered for a workplace because of new or modified facilities, operations, equipment, technology, or procedures, potential hazards must be identified and addressed prior to their introduction into the workplace. Typical areas include: facilities / physical plant; maintenance and construction; equipment and machinery; and manufacturing or production processes.

	Yes	No	Unsure
a. Are there work areas or jobs that experience frequent process, procedural or physical plant changes?			
b. When new equipment or machinery is purchased, is training provided?			
c. When new equipment or machinery is purchased or employees change work locations, are safety issues or procedures considered and communicated with the Safety Coordinator or other staff?			
d. Do responsibility, review, and approval procedures exist for proposed changes to the work environment?			
e. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

12. Other hazards as they apply to a specific workplace or setting: Identified safety hazards and programs areas not listed in section P must be addressed according to the needs of the agency. They include but are not limited to the following list.

	Yes	No	Unsure
a. Fall Protection and elevated work or platforms.			
b. Walking and working surfaces.			
c. Scaffolding and ladder usage.			
d. Powered Industrial Vehicles			
e. Excavation and Trench Safety.			
f. Asbestos			
g. Lead			
h. Ergonomics			
i. Fleet and Driver Safety			
j. Ionizing and Non-ionizing Radiation			
k. Is a workplace safety program and procedure in place to address all of the hazards identified under this protocol?			
Comments			

III. RESOURCES

Safety and Health Policies

Executive Orders-

- 1980-18 Code of Conduct
- 1996-10 State Employee Assistance Program
- 1996-13 Substance Abuse in the Workplace
- 2003-4 Workplace Policy for HIV/AIDS

Administrative Circulars-

- Safety Guidelines for Live Holiday Trees and Decorations

Management Directives-

- 205.14 Prohibition of Activities Not Specifically or Directly Connected with the Official Business of the Commonwealth on Commonwealth Property
- 205.19 Smoking in Commonwealth Buildings and Facilities
- 205.25 Disability-Related Employment Policy
- 205.26 The Americans with Disabilities Act of 1990, Title II, Subtitle A, Nondiscrimination in State and Local Government Services
- 205.27 Asbestos Occupations Accreditation/Certification Act
- 205.33 Workplace Violence
- 205.38 Procedures for Safe Assembly of Commonwealth Employees During Emergency Evacuation of Commonwealth Facilities
- 505.11 Assignment of Employees During Emergencies
- 505.18 Release of Employee Information
- 505.22 State Employee Assistance Program
- 505.23 Employee Recognition Program
- 505.25 Substance Abuse in the Workplace
- 505.26 HIV/AIDS and Other Bloodborne Infections/Diseases in the Workplace
- 505.27 The Worker and Community Right to Know Act
- 505.33 Amended – Working From Home During Emergencies Including a Pandemic Influenza Event
- 530.8 Motor Vehicle Financial Responsibility Law
- 530.15 Disability Benefits
- 530.17 Partial and Full Day Closings of State Offices
- 590.5 Guidelines for Legal or Illegal Strikes
- 615.2 Motor Vehicle Liability Insurance and Accident Reporting
- 615.8 Use of State Automobiles
- 615.9 Permanent Assignment of Fleet Vehicles
- 625.4 Enforcement of Fire and Panic Regulations
- 720.3 Emergency Evacuation Plans at Commonwealth Facilities
- 720.4 Safety and Loss Prevention Program
- 720.5 Amended – Energy Conservation and Electrical Devices in Commonwealth – Owned or Leased Buildings
- 720.6 Call Trace Procedures for Threatening, Harassing, and Nuisance Telephone Calls

720.7 Bomb Threats and Suspicious Packages

Manuals-

505.4 Personnel Records Retention and Disposition Schedule

505.5 CDL Drug and Alcohol Testing and Licensing Requirements Administrative Manual

Contacts

The Department of General Services' Fire, Safety, and Environmental Section can be reached at 717-346-1526.

The Office of Administration, Absence and Safety Division, coordinates the Workplace Safety and Health Program. The Commonwealth Safety Manager can be reached at 717-787-9872 or RA-oasafety@pagov.

The current safety and health subcontractor is Compliance Management International (CMI). Please contact CMI OA Safety Consultants at 717.787.9872 or ra-oasafety@pa.gov.

The local OSHA office has safety and health resources available. The local OSHA office can be found in the blue pages of the telephone directory. A significant amount of technical and other information can also be obtained from OSHA on-line at www.osha.gov.

The Commonwealth is a member of the National Safety Council (NSC). The membership number is 612952. The NSC is also on the web at www.nsc.org. Please contact Bob Wilson, NSC Director, at (770) 457-5100 ext. 11 for additional assistance.

Appendix C

Examples of Services

The following examples of services are provided to demonstrate services expected to be performed by individuals performing these roles/tasks. These services are task specific, with agreed upon dates for the work to be completed.

Ad Hoc Services

Below is a list of ad hoc services that are typically requested of ad hoc consultants, and the selected contractor must be able to provide these services. This is not an all inclusive list, and it is in no particular order. Please note that some of these services may not require an ad hoc consultant, but could be performed by one of the full-time consultants.

- Ergonomic evaluations
- Accident investigation and causation
- Hazard identification, assessment, and control
- Job safety analysis (JSA)
- Safety inspections
- Program development and/or training for programs such as:
 - Confined space
 - Lock Out / Tag Out
 - Respiratory Protection
 - Hearing Conservation
 - Asbestos
 - Lead
 - Fall protection
 - Powered Industrial Trucks
 - Ladder / Scaffolding
 - Machine Guarding
 - Personal Protective Equipment
 - Walking/working surface
 - OSHA 30 and 10 Hour Trainings
 - HAZMAT
 - Chain Saw Safety
- Safety committee assistance
- Worker Right to Know Law
- Safe lifting
- Fit Testing and Training for Respirators
- Program reviews and audits
- Train the trainer
- Loss control
- Safety data development and analysis
- Training development and facilitations
 - Classroom
 - PowerPoint with voice over
 - On-line
 - Safety talks

Appendix C

Examples of Services

Industrial Hygiene Service

Below is a list of industrial hygiene services that are typically requested of industrial hygiene consultants, and the selected contractor must be able to provide these services. This is not an all inclusive list, and it is in no particular order.

- Chemical exposure
- Chemical and air particulate monitoring
- Air monitoring and sampling, surface wipe, bulk material, and waste characterization
- IAQ assessment
- HVAC evaluation
- Noise level monitoring
- Water and sewage damage assessments
- Microbial/mold investigation
- Odor source investigation
- Exposure assessment and monitoring
- Asbestos
- Lead
- Hazardous substances (chemical & biological)
- Personal and area exposure monitoring
- Calibration, inspection and testing of equipment owned and used by the commonwealth to measure and monitor industrial hygiene matters

Appendix C
Business Associate Agreement

COMMONWEALTH OF PENNSYLVANIA
BUSINESS ASSOCIATE AGREEMENT

Health Insurance Portability and Accountability Act (HIPAA) Compliance

WHEREAS, the **Governor’s Office of Administration (Covered Entity)** and the **Contractor (Business Associate)**, intend to protect the privacy and security of certain Protected Health Information (PHI) to which Business Associate may have access in order to provide goods or services to or on behalf of Covered Entity, in accordance with the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191 (HIPAA), the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), as amended, Pub. L. No. 111-5 (Feb. 17, 2009) and related regulations, the HIPAA Privacy Rule (Privacy Rule), 45 C.F.R. Parts 160 and 164, as amended, the HIPAA Security Rule (Security Rule), 45 C.F.R. Parts 160, 162 and 164, as amended, 42 C.F.R. §§ 431.301—431.302, 42 C.F.R. Part 2, 45 C.F.R. § 205.50, 42 U.S.C. § 602(a)(1)(A)(iv), 42 U.S.C. § 1396a(a)(7), 35 P.S. § 7607, 50 Pa. C.S. § 7111, 71 P.S. § 1690.108(c), 62 P.S. § 404, 55 Pa. Code Chapter 105, 55 Pa. Code Chapter 5100, the *Pennsylvania Breach of Personal Information Notification Act*, Act of December 22, 2005, P.L. 474, No. 94, as amended, 73 P.S. §§ 2301—2329, and other relevant laws, including subsequently adopted provisions applicable to use and disclosure of confidential information, and applicable agency guidance; and

WHEREAS, Business Associate may receive PHI from Covered Entity, or may create or obtain PHI from other parties for use on behalf of Covered Entity, which PHI may be handled, used or disclosed only in accordance with this Business Associate Agreement (BAA), the Underlying Agreement and the standards established by HIPAA, the HITECH Act and related regulations, and other applicable laws and agency guidance.

NOW, THEREFORE, Covered Entity and Business Associate agree as follows:

1. Definitions.

- (a) **“Business Associate”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (b) **“Business Associate Agreement”** or **“BAA”** shall mean this Agreement.
- (c) **“Covered Entity”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule and agency guidance.
- (d) **“HIPAA”** shall mean the *Health Insurance Portability and Accountability Act of 1996*, as amended, Pub. L. No. 104-191.
- (e) **“HIPPA Rules”** shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 C.F.R. Parts 160 and 164.
- (f) **“HITECH Act”** shall mean the *Health Information Technology for Economic and Clinical Health (HITECH) Act*, as amended, Title XIII of Division A and Title IV of Division B of the *American Recovery and Reinvestment Act of 2009* (ARRA), Pub. L. No. 111-5 (Feb. 17, 2009).
- (g) **“Privacy Rule”** shall mean the standards for privacy of individually identifiable health information in 45 C.F.R. Parts 160 and 164, as amended, and related agency guidance.

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- (h) **“Protected Health Information”** or **“PHI”** shall have the meaning given to such term under HIPAA, the HITECH Act and related regulations, the Privacy Rule, the Security Rule (all as amended) and agency guidance.
- (i) **“Security Rule”** shall mean the security standards in 45 C.F.R. Parts 160, 162 and 164, as amended, and related agency guidance.
- (j) **“Underlying Agreement”** shall mean Contract #_____.
- (k) **“Unsecured PHI”** shall mean PHI that is not secured through the use of a technology or methodology as specified in HITECH Act regulations, as amended, and agency guidance or as otherwise defined in the HITECH Act, as amended.

2. Changes in Law.

Business Associate agrees that it will comply with any changes in the HIPAA Rules by the compliance date established by any such changes and will provide the Covered Entity with written certification of such compliance.

3. Stated Purposes for Which Business Associate May Use or Disclose PHI.

Except as otherwise limited in this BAA, Business Associate shall be permitted to use or disclose PHI provided by or obtained by or obtained on behalf of Covered Entity to perform those functions, activities, or services for, or on behalf of, Covered Entity which are specified in Appendix A to this BAA, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity. Business Associate agrees to make uses, disclosures and requests for PHI consistent with Covered Entity’s minimum policies and procedures.

4. Additional Purposes for Which Business Associate May Use or Disclose Information.

Business Associate shall not use or disclose PHI provided by, or created or obtained on behalf of, Covered Entity for any other purposes except as required by law. Business Associate shall not use PHI to de-identify the information in accordance with 45 CFR § 164.514 (a)—(c) without the Covered Entity’s express written authorization(s). Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

5. Business Associate Obligations.

- (a) **Limits on Use and Further Disclosure Established by Business Associate Agreement and Law.** Business Associate hereby agrees that the PHI provided by, or created or obtained on behalf of, Covered Entity shall not be further used or disclosed other than as permitted or required by BAA or as required by law.
- (b) **Appropriate Safeguards.** Business Associate shall establish and maintain appropriate safeguards to prevent any use or disclosure of PHI other than as provided for by this BAA that reasonably and appropriately protects the confidentiality, integrity, and availability of the PHI that is created, received, maintained, or transmitted on behalf of the Covered Entity as required by Subpart C of 45 CFR Part 164. Appropriate safeguards shall include but are not limited to implementing:

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Business Associate Agreement

- (i) administrative safeguards required by 45 CFR § 164.308;
 - (ii) physical safeguards as required by 45 CFR § 164.310;
 - (iii) technical safeguards as required by 45 CFR § 164.312; and
 - (iv) policies and procedures and document requirements as required by 45 CFR § 164.316.
- (c) **Training and Guidance.** Business Associate shall provide annual training to relevant contractors, subcontractors, employees, agents and representatives on how to prevent the improper use or disclosure of PHI. Business Associate shall also comply with annual guidance on the most effective and appropriate technical safeguards issued by the Secretary of Health and Human Services.
- (d) **Reports of Improper Use or Disclosure or Breach.** Business Associate hereby agrees that it shall notify the Covered Entity's Director of the Bureau of Employee Benefits and the Covered Entity's Legal Office within **two (2) days** of discovery of any use or disclosure of PHI not provided for or allowed by this BAA, including breaches of unsecured PHI as required by 45 CFR § 164.410. Such notification shall be written and shall include the identification of each individual whose unsecured PHI has been or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during the improper use or disclosure or Breach. Business Associate shall furnish Covered Entity with any other available information that Covered Entity is required to include in its notification to individuals under 45 CFR § 164.404(c) at the time of Business Associate's notification to Covered Entity or promptly thereafter as such information becomes available. An improper use or disclosure or Breach shall be treated as discovered by the Business Associate on the **first day** on which it is known to the Business Associate (including any person, other than the individual committing the breach, that is an employee, officer, or other agent of the Business Associate) or should reasonably have been known to the Business Associate to have occurred.
- (e) Business Associate agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives shall receive training on Business Associate's procedure for compliance with the HIPAA Rules. Business Associate Agrees that if any of its employees, agents, contractors, subcontractors or representatives use or disclose PHI received from, or created or received on behalf of, Covered Entity, or any derivative de-identified information in a manner not provided for in this BAA, Business Associate shall ensure that such employees, agents, contractors, subcontractors and representatives are sanctioned or prevented from accessing any PHI Business Associate receives from, or creates or receives on behalf of Covered Entity. Use or disclosure of PHI in a manner contrary to the terms of this BAA shall constitute a material breach of the Underlying Agreement.
- (f) **Contractors, Subcontractors, Agents and Representatives.** In accordance with 45 CFR § 164.502(e)(1)(ii) and 45 CFR § 164.308(b)(2), if applicable, ensure that any contractors, subcontractors, agents and representatives that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information. The existence of any contractors, subcontractors, agents and representatives shall not change the obligations of Business Associate to the Covered Entity under this BAA.

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- (g) **Reports of Security Incidents.** Business Associate hereby agrees that it shall notify, in writing, the Department’s Project Officer within **two (2) days** of discovery of any security incident at the time of Business Associate’s notification to Covered Entity or promptly thereafter as such information becomes available. At the sole expense of Business Associate, Business Associate shall comply with all federal and state breach notification requirements, including those applicable to Business Associate and those applicable to Covered Entity. Business Associate shall indemnify the Covered Entity for costs associated with any incident involving the acquisition, access, use or disclosure of Unsecured PHI in a manner not permitted under federal or state law and agency guidance. For purposes of the security incident reporting requirement, inconsequential unsuccessful incidents that occur on a daily basis, such as scans, “pings,” or other unsuccessful attempts to penetrate computer networks or servers containing electronic PHI maintained by Business Associate, need not be reported in accordance with this section, but may instead be reported in the aggregate on a monthly basis.
- (h) **Right of Access to PHI.** Business Associate hereby agrees to allow an individual who is the subject of PHI maintained in a designated record set, to have access to and copy that individual’s PHI within **10 business days** of receiving a written request from the Covered Entity or an authorized individual in accordance with the HIPAA Rules. Business Associate shall provide PHI in the format requested, unless it cannot readily be produced in such format, in which case it shall be provided in standard hard copy. If any individual requests from Business Associate or its contractors, subcontractors, agents or representatives, access to PHI, Business Associate shall notify Covered Entity of same within **five (5) business days**. Business Associate shall further conform with and meet all of the requirements of 45 CFR § 164.524.
- (i) **Amendment and Incorporation of Amendments.** Within **five (5) business days** of receiving a request from Covered Entity or from the individual for an amendment of PHI maintained in a designated record set, Business Associate shall make the PHI available to the Covered Entity and incorporate the amendment to enable Covered Entity to comply with 45 CFR § 164.526, as amended, and applicable federal and state law, including the HITECH Act, as amended, and related regulations, the HIPPA Rules and agency guidance. If any individual requests an amendment from Business Associate or its contractors, subcontractors, agents or representatives, Business Associate shall notify Covered Entity of same within **five (5) business days**.
- (j) **Provide Accounting of Disclosures.** Business Associate agrees to maintain a record of all disclosures of PHI in accordance with 45 CFR § 164.528. Such records shall include, for each disclosure, the date of the disclosure, the name and address of the recipient of the PHI, a description of the PHI disclosed, the name of the individual who is the subject of the PHI disclosed, the purpose of the disclosure, and shall include disclosures made on or after the date which is **six (6) years** prior to the request. Business Associate shall make such record available to the individual or the Covered Entity within **10 business days** of a request for an accounting of disclosures and in accordance with 45 CFR § 164.528.
- (k) **Access to Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity and the Secretary of Health and Human Services or designee for purposes of determining compliance with the HIPAA Rules.

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- (l) **Return or Destruction of PHI.** At termination of this BAA, Business Associate hereby agrees to return or destroy all PHI provided by or obtained on behalf of Covered Entity. Business Associate agrees not to retain any copies of the PHI after termination of this BAA. If return or destruction of the PHI is not feasible, Business Associate agrees to extend the protections of this BAA to limit any further use or disclosure until such time as the PHI may be returned or destroyed. If Business Associate elects to destroy the PHI, it shall certify to Covered Entity that the PHI has been destroyed.

- (m) **Maintenance of PHI.** Notwithstanding subsection 5(l) of this BAA, Business Associate and its contractors, subcontractors, agents and representatives shall retain all PHI throughout the term of the Underlying Agreement and shall continue to maintain the information required under subsection 5(j) of this BAA for a period of **six (6) years** after termination of the Underlying Agreement, unless Covered Entity and Business Associate agree otherwise.

- (n) **Mitigation Procedures.** Business Associate agrees to establish and to provide to Covered Entity upon request, procedures for mitigating, to the maximum extent practicable, any harmful effect from the use or disclosure of PHI in a manner contrary to this BAA or the HIPAA Rules. Business Associate further agrees to mitigate any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of this BAA or the Privacy Rule.

- (o) **Sanction Procedures.** Business Associate agrees that it shall develop and implement a system of sanctions for any contractor, Subcontractor, employee, agent and representative who violates this BAA or the HIPAA Rules.

- (p) **Application of Civil and Criminal Penalties.** All Civil and Criminal Penalties under the HIPAA Rules shall apply to Business Associate's violation of any provision contained in the HIPAA Rules.

- (q) **Breach Notification.** Business Associate shall comply with the Breach notification requirements of 45 CFR Part 164. In the event of a Breach requiring indemnification in accordance with subsection 5(v), below, Covered Entity may elect to directly comply with Breach notification requirements or require Business Associate to comply with all Breach notifications requirements of 45 CFR Part 164 on behalf of Covered Entity. If Covered Entity requires Business Associate to comply with Breach notification requirements, Business Associate shall provide Covered Entity with a detailed weekly, written report, starting one week following discovery of the Breach. The report shall include, at a minimum, Business Associate's progress regarding Breach notification and mitigation of the Breach. If Covered Entity elects to directly meet the requirements of 45 CFR Part 164, Business Associate shall be financially responsible to Covered Entity for all resulting costs and fees incurred by Covered Entity, including, but not limited to, labor, materials, or supplies. Covered Entity may at its sole option:
 - (i) Offset amounts otherwise due and payable to Business Associate under the Underlying Agreement; or
 - (ii) Seek reimbursement of or direct payment to a third party of Covered Entity's costs and fees incurred under this subsection.

Business Associate shall make payment to Covered Entity (or a third party as applicable) within **30 days** from the date of Covered Entity's written notice to Business Associate.

Appendix C
Business Associate Agreement

- (r) **Grounds for Breach.** Any non-compliance by Business Associate with this BAA or the HIPAA Rules will automatically be considered to be a breach of the Underlying Agreement.
- (s) **Termination by Commonwealth.** Business Associate authorizes termination of this BAA or Underlying Agreement by the Commonwealth if the Commonwealth determines, in its sole discretion that the Business Associate has violated a material term of this BAA. The Covered Entity may terminate the Business Associate Agreement if the Covered Entity determines it is in its best interest to terminate the Business Associate Agreement.
- (t) **Failure to Perform Obligations.** In the event Business Associate including its contractors, subcontractors, agents and representatives fails, to perform its obligations under this BAA, Covered Entity may immediately discontinue providing PHI to Business Associate. Covered Entity may also, at its option, require Business Associate to submit to a plan of compliance, including monitoring by Covered Entity and reporting by Business Associate, as Covered Entity in its sole discretion determines to be necessary to maintain compliance with this BAA and applicable law.
- (u) **Privacy Practices.** The Covered Entity will provide, and Business Associate shall immediately begin using and/or distributing to clients, any applicable form, including but not limited to, any form used for Notice of Privacy Practices, Accounting for Disclosures, or Authorization, upon the effective date of this BAA, or as otherwise designated by the Program or Covered Entity. The Covered Entity retains the right to change the applicable privacy practices, documents and forms. The Business Associate shall implement changes as soon as practicable, but not later than **45 days** from the date of notice of the change. Business Associate shall otherwise comply with all applicable laws and agency guidance pertaining to notices of privacy practices, including the requirements set forth in 45 C.F.R. § 164.520.
- (v) **Indemnification.** Business Associate shall indemnify, defend and hold harmless Covered Entity from and all claims and actions, whether in law or equity, resulting from Business Associate's Breach or other violation of the HIPAA Rules (this includes but is not limited to Breach and violations by Business Associate's contractors, subcontractors, employees, agents and representatives). Additionally, Business Associate shall reimburse Covered Entity for any civil monetary penalties imposed on Covered Entity as a result of a Breach or violation cognizable under this subsection 5(v).

6. Obligations of Covered Entity.

- (a) **Provision of Notice of Privacy Practices.** Covered Entity shall provide Business Associate with the notice of privacy practices that the Covered Entity produces in accordance with 45 CFR § 164.520 (Appendix A to this BAA), as well as changes to such notice.
- (b) **Permissions.** Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by individual to use or disclose PHI of which Covered Entity is aware, if such changes affect Business Associate's permitted or required uses and disclosures.
- (c) **Restrictions.** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 CFR § 164.522, as amended, and other applicable laws and agency guidance, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

Appendix C
Business Associate Agreement

Appendix A to
Business Associate Agreement

**Permitted Purposes for the Creation, Receipt, Maintenance, Transmission, Use and/or
Disclosure of Protected Health Information**

1. Purpose of Disclosure of PHI to Business Associate: To allow **Contractor** to meet the requirements of the Underlying Agreement.
2. Information to be disclosed to Business Associate: [Employee accident related data which can include both nature and cause of injuries, body parts effected, etc.]
3. Use Shall Effectuate Purpose of Underlying Agreement: **Contractor** may use and disclose PHI to the extent contemplated by the Underlying Agreement, and as permitted by law with Commonwealth approval.

IRAN FREE PROCUREMENT CERTIFICATION FORM

(Pennsylvania’s Procurement Code Sections 3501-3506, 62 Pa.C.S. §§ 3501-3506)

To be eligible for an award of a contract with a Commonwealth entity for goods or services worth at least \$1,000,000 or more, a vendor must either: a) certify it is **not** on the current list of persons engaged in investment activities in Iran created by the Pennsylvania Department of General Services (“DGS”) pursuant to Section 3503 of the Procurement Code **and** is eligible to contract with the Commonwealth under Sections 3501-3506 of the Procurement Code; or b) demonstrate it has received an exception from the certification requirement for that solicitation or contract pursuant to Section 3503(e).

To comply with this requirement, please insert your vendor or financial institution name and complete **one** of the options below. Please note: Pennsylvania law establishes penalties for providing false certifications, including civil penalties equal to the greater of \$250,000 or twice the amount of the contract for which the false certification was made; contract termination; and three-year ineligibility to bid on contracts. (Section 3503 of the Procurement Code.)

OPTION #1 - CERTIFICATION

I, the official named below, certify I am duly authorized to execute this certification on behalf of the vendor/financial institution identified below, and the vendor/financial institution identified below is **not** on the current list of persons engaged in investment activities in Iran created by DGS **and** is eligible to contract with the Commonwealth of Pennsylvania Sections 3501-3506 of the Procurement Code.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

OPTION #2 – EXEMPTION

Pursuant to Procurement Code Section 3503(e), DGS may permit a vendor/financial institution engaged in investment activities in Iran, on a case-by-case basis, to enter into a contract for goods and services.

If you have obtained a written exemption from the certification requirement, please fill out the information below, and attach the written documentation demonstrating the exemption approval.

<i>Vendor Name/Financial Institution (Printed)</i>	
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

DOMESTIC WORKFORCE UTILIZATION CERTIFICATION

To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use the domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. In order to be eligible for any consideration for this criterion, offerors must complete and sign the following certification. This certification will be included as a contractual obligation when the contract is executed. Failure to complete and sign this certification will result in no consideration being given to the offeror for this criterion.

I, _____ [title] of _____ [name of Contractor] a _____ [place of incorporation] corporation or other legal entity, ("Contractor") located at _____ [address], having a Social Security or Federal Identification Number of _____, do hereby certify and represent to the Commonwealth of Pennsylvania ("Commonwealth") (Check **one** of the boxes below):

All of the direct labor performed within the scope of services under the contract will be performed exclusively within the geographical boundaries of the United States or one of the following countries that is a party to the World Trade Organization Government Procurement Agreement: Armenia, Aruba, Austria, Belgium, Bulgaria, Canada, Chinese Taipei, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hong Kong, Hungary, Iceland, Ireland, Israel, Italy, Japan, Korea, Latvia, Liechtenstein, Lithuania, Luxemburg, Malta, the Netherlands, Norway, Poland, Portugal, Romania, Singapore, Slovak Republic, Slovenia, Spain, Sweden, Switzerland, and the United Kingdom

OR

_____ percent (____%) [Contractor must specify the percentage] of the direct labor performed within the scope of services under the contract will be performed within the geographical boundaries of the United States or within the geographical boundaries of one of the countries listed above that is a party to the World Trade Organization Government Procurement Agreement. Please identify the direct labor performed under the contract that will be performed outside the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement and identify the country where the direct labor will be performed: _____

[Use additional sheets if necessary]

The Department of General Services [or other purchasing agency] shall treat any misstatement as fraudulent concealment of the true facts punishable under Section 4904 of the *Pennsylvania Crimes Code*, Title 18, of Pa. Consolidated Statutes.

Attest or Witness:

Corporate or Legal Entity's Name

Signature/Date

Signature/Date

Printed Name/Title

Printed Name/Title

Trade Secret/Confidential Proprietary Information Notice

Instructions:

The Commonwealth may not assert on behalf of a third party an exception to the public release of materials containing information believed to be exempt from public disclosure, including trade secrets or confidential proprietary information, unless the materials are accompanied, at the time they are submitted, by this form or a document containing similar information. In addition, in order to protect the safety and security of individuals, infrastructure, and information technology systems, the Commonwealth requires third parties to designate as confidential any information submitted by the third parties that, if disclosed, would be reasonably likely to jeopardize safety or security.

It is the responsibility of the party submitting this form to ensure that all statements and assertions made below are legally defensible and accurate. The Commonwealth will not provide a submitting party any advice with regard to Pennsylvania's *Right-to-Know Law*, [65 P.S. §§ 67.101—67.3104](#), or laws relating to trade secret or confidential proprietary information.

Name of submitting party:

Contact information for submitting party:

Please provide a brief overview of the materials that you are submitting (e.g. bid proposal, quote, grant application, statement of work, technical schematics):

Please provide a brief explanation of why the materials are being submitted to the Commonwealth (e.g. response to bid, RFP or RFQ #12345, application for grant XYZ being offered by the Department of Health, documents required to be submitted under law ABC):

Please indicate if any information has been included that you believe is exempt from public disclosure by checking the appropriate box below: (*Note: Financial information submitted in response to an RFP or IFB to demonstrate economic capability is exempt from public disclosure in accordance with Section 708(b)(26) of the Right-to-Know Law, 65 P.S. 67.708(b)(26).*)

- No information has been included that I believe is exempt from public disclosure.**
- Information has been included that I believe is exempt from public disclosure.**

Please provide a list detailing which portions of the material being submitted you believe are exempt from public disclosure. This includes trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure, or information technology system. Please provide an explanation of why you think those materials constitute a trade secret, confidential or proprietary information, or why disclosure of those materials would be reasonably likely to jeopardize safety or security. Also, please mark the submitted material in such a way to allow a reviewer to easily distinguish between the parts referenced below. (You may attach additional pages if needed)

Note: Without substantial justification, the following information will not be considered a trade secret or confidential proprietary information:

- Any information submitted as part of a vendor’s cost response.
- Information submitted as part of a vendor’s technical response or statement of work that does not implicate safety and security, or pertain to specific business practices or product specification.
- Information submitted as part of a vendor’s technical or small diverse business and small business response that is otherwise publicly available or otherwise easily obtained.
- Information detailing the name, quantity, and price paid for any product or service being purchased by the Commonwealth.

<u>Page Number</u>	<u>Description</u>	<u>Explanation</u>

Acknowledgment

The undersigned party hereby agrees that it has read and completed this form, and has marked the material being submitted in accordance with the instructions above. The undersigned party acknowledges that the Commonwealth is not liable for the use or disclosure of trade secret, confidential or proprietary information, or information that if disclosed would be reasonably likely to jeopardize the safety or security of an individual, infrastructure or information technology system, where that data or information has not been clearly marked as such, and which was not accompanied by a specific explanation included with this form.

The undersigned agrees to defend any action seeking release of the materials it believes to be trade secret, confidential or proprietary, or would be reasonably likely to result in a safety or security risk if disclosed. The undersigned also agrees to indemnify and hold harmless the Commonwealth, its agents and employees, from any judgments awarded against the Commonwealth in favor of the party requesting the materials, and any and all costs connected with that defense. This indemnification survives so long as the Commonwealth has possession of the submitted material, and will apply to all costs unless and until the undersigned provides a written statement or similar notice to the Commonwealth stating that it no longer wishes to exempt the submitted material from public disclosure.

The undersigned acknowledges that the Commonwealth is required to keep all records for at least as long as specified in its published records retention schedule.

The undersigned acknowledges that the Commonwealth reserves the right to reject the undersigned's claim that the information is trade secret, confidential, proprietary or is reasonably likely to result in a safety or security risk if disclosed, if the Commonwealth determines that the undersigned has not met the burden of establishing that the information constitutes a trade secret, confidential, or is otherwise exempt. The undersigned also acknowledges that if only a certain part of the submitted material is found to constitute a trade secret, is confidential or proprietary, or is otherwise exempt, the remainder of the submitted material will become public; only the protected information will be removed and remain nonpublic.

If being submitted electronically, the undersigned agrees that the mark below is a valid electronic signature.

Signature

Title

Date

INSTRUCTIONS

Cost Submittal Worksheet - RFP 6100049942

GENERAL INSTRUCTIONS FOR COMPLETING THIS WORKBOOK

The Cost Submittal Worksheets contained in this workbook shall constitute the Cost Submittal for RFP 6100049942

The Cost Submittal Worksheet must be completed and returned in this Microsoft Excel format. Enter data into each *YELLOW* highlighted cell. If there is no charge for an item listed, please enter 0 in the *YELLOW* highlighted field. If the price is left blank, a zero dollar amount will be calculated.

The Cost Submittal Worksheet includes three (3) separate elements -- On-site Consultant Fees, Ad Hoc Fees and Management Fees. These are the only costs that may be billed by the selected Offeror, except for expenses associated with travel and identified in the Instructions - Travel Expenses tab. These rates and allowable expenses also apply to work performed by subcontractors.

INSTRUCTIONS - TRAVEL EXPENSES

1. Select the *INSTRUCTIONS - TRAVEL EXPENSE* at the bottom of this page.
2. This tab outlines what travel is permissible under the contract.

COST SUBMITTAL OVERVIEW

1. Select the *COST SUBMITAL OVERVIEW* Tab at the bottom of this page.
2. The information you supply here must match the information you provided to Vendor Registration.
3. This tab requires no entry of cost data. All cost data entered on the *COST BREAKDOWN* will automatically populate to the *COST SUBMITAL OVERVIEW* Tab.
4. The Cost Submittal will be evaluated based on the group total comprised of the initial contract term [*THREE (3) YEARS*].

COST BREAKDOWN

1. Selected the *COST BREAKDOWN* Tab at the bottom of this page.
2. **Implementation.** The Commonwealth shall not be charged for activities associated with the start up of the engagement. No hours may be billed for services that are performed before the effective date of the procurement, even though some work may need to be completed before the effective date.
3. **On-site Consultant.** **Except as otherwise provided in the RFP, all costs must be inclusive of any overhead, travel, subsistence, supplies and other expenses. Such items may not be billed separately.** These rates are hourly and billed monthly; rates will be prorated if a consultant is assigned after the month commences or terminated before the month ends.
 - a. The estimated number of consultants to be utilized has been entered on the spreadsheet. The Commonwealth at its choosing could increase the number of consultants it wishes to fund during any year, and the selected Offeror may choose not to hire all the consultants that are permitted if the work can be done with fewer hours, subject to the limits identified in the RFP.
 - b. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The number of consultants entered for estimate purposes only. These are not the number of consultants that the Commonwealth is seeking; the selected Offeror should recommend the number of consultants needed when submitting the proposal.

c. It is understood that consultants may have absence and holiday benefits as part of an employment package. The full annual on-site consultant rate identified in the *COST SUBMITTAL WORKSHEET* will be paid as long as a consultant is assigned and the individual is performing services for at least 220 days. On-site consultants will not be permitted to work in a Commonwealth facility on any day that the Commonwealth is closed (refer to **Management Directive 530.17 Partial and Full-Day Closings of State Offices** - www.oa.gov/Policies/md/Documents/530_17.pdf)

d. Consultants must be available during normal business hours and occasionally during other shifts. Consultants must be available for 7.5 hours of work on all days and hours that they agency to which the consultant is assigned is open for business. The exact work hours may be dictated by the Agency. Occasionally additional hours to complete a deadline may be requested. No additional compensation will be paid beyond these rates when additional work is required. By submitting a proposal, the selected Offeror agrees to have consultants available as stated.

4. **Ad Hoc Consultant.** These are monthly rates for services conducted by consultants fulfilling ad hoc, industrial hygiene or environmental consulting services only. These are for professional services only; clerical work, file set-up, and other similar work may not be charged a monthly rate. Please refer to **Appendix B - Examples of Services** located in the **Buyer Attachments** for services that may be charged at an monthly rate. Management oversight and all other tasks described in Section 1-4. Tasks of the Technical Submittal may not be charged as an ad hoc consultant charge.

a. There is no guarantee that the selected Offeror will receive the amounts calculated in the *COST BREAKDOWN* tab. The hours identified for these services are generous estimates and were entered for estimated purposes only.

b. An hourly charge may be paid while an Ad Hoc, Industrial Hygiene or Environmental Services consultant is traveling to the Commonwealth work location to provide services or attend meetings. If the travel hourly rate is the same as the service hourly rate, enter the same amount. If there is no charge for travel time, enter 0.

c. Hourly Rate cannot be billed in increments small than 15 minutes. For short communications, such as e-mail responses or telephone calls, such times must be accumulated to 15 minutes before they may be billed.

d. The ad hoc and environmental services rates should include costs for the consultant's time and use of equipment or costs to complete the service.

e. **The industrial hygiene services rate must be all inclusive of the consultant's time and costs to complete the service, including but not limited to: use of or rental equipment, equipment calibration, filters or films, and lab fees to obtain results.**

5. **Management Services.** This is an annual charge for projects overhead which will be paid in monthly installments. The cost should be developed based on at least the following: expected equipment needed, such as cell phones or laptops if being supplies to on-site consultants; office Fees for employees not on-site in a Commonwealth facility; clerical costs; file set-up; preparation invoices; general office supplies; use of systems costs; management oversight and key personnel costs; costs for id badges required for consultants to gain access to the Commonwealth buildings; and participation in meetings required by the contract.

6. **Duplication of Work.** The Commonwealth shall not be charged for two (2) consultants to perform the same activity, such as an existing consultant working side by side with a new consultant in training role or an on-site consultant working an ad hoc consultant to perform the same work.

7. **Unexpected Work.** If the scope of work could change due to a legislative or union contract change, the Commonwealth will negotiate in good faith with the selected Offeror to adjust allowable expenses or rates.

INSTRUCTIONS - TRAVEL EXPENSES
Cost Submittal Worksheet - RFP 6100049942

Consultant Travel Expenses

The following travel expenses are permissible under the contract. All expenses are subject to approval and must be justified. A receipt must be provided for every expense. Charges may be removed from the invoices prior to payment if appropriate justification is not provided. The Commonwealth also may request reimbursement if inappropriate charges are identified by the safety coordinator after they have been paid.

Hotels. Costs for hotel stay will be reimbursed only when services or projects necessitate overnight stays for consecutive days of work related to the Commonwealth assignment or when the location is greater than a two-hour drive one way and the start time can only be scheduled very early or late in the day according to the agency's work schedule. Hotel accommodations for one-day projects must be reflected on the project approval form. Hotel expenses for business in Harrisburg will not be reimbursed.

will not be reimbursed for a daily commute to the work location where the consultant generally works or the selected contractor's offices, and regardless of the distance, mileage will not be paid for travel to Harrisburg since this is the Commonwealth's place of business.

The rate will be reimbursed is equal to the current Commonwealth rate specified in Management Directive 230.10 Commonwealth Travel Policy and Manual 230.10 Commonwealth Travel Procedures Manual. Generally, mileage should be calculated from the consultant's main office location or home, which ever is shortest to the project location. In some instances, the distance may be calculated between locations or previous jobs dealing with the Commonwealth. The shortest distance to the desired destination should always be used for the purpose of submitting expenses. The mileage reimbursement allowance will be equivalent to the

reimbursed for parking Harrisburg, since this is the Commonwealth's place of business. Meter parking should be indicated on the invoice task description, and a receipt is not required.

Note. Expenses not specifically mentioned above (including but not limited to, car rentals, meals, or other services provided by a hotel) will not be reimbursed.

COST SUBMITTAL OVERVIEW
Cost Submittal Worksheet - RFP 6100049942

OFFEROR NAME		CONTACT PERSON	
OFFEROR ADDRESS		EMAIL ADDRESS	
		PHONE NUMBER	FAX NUMBER
		VENDOR NUMBER	FEDERAL ID OR SSN

COST SUMMARY

Items	Year 1	Year 2	Year 3	Total
Implementation	\$0.00			\$0.00
On-Site Consultant Fees	\$0.00	\$0.00	\$0.00	\$0.00
Ad Hoc Safety Professional Fees	\$0.00	\$0.00	\$0.00	\$0.00
Management Services	\$0.00	\$0.00	\$0.00	\$0.00

Total to be evaluated for the Initial Term of the Contract (3 years):	\$0.00
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**Cost Breakdown
Cost Submittal Worksheet - RFP 6100049942**

IMPLEMENTATION		YEAR 1		YEAR 2		YEAR 3			
Item	Total Cost								
Implementation Fee. This is a one-time fee, which shall cover all transition costs.									
ON-SITE CONSULTANT		YEAR 1		YEAR 2		YEAR 3			
Consultant Type	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total	Monthly Rate Per Consultant	Estimated Number of Consultants Per Month	Extended Monthly Total
OA Safety Professional <input type="checkbox"/>		5	\$0.00		5	\$0.00		5	\$0.00
Agency Safety Professional		11	\$0.00		11	\$0.00		11	\$0.00
Apprentice Safety Staff		3	\$0.00		3	\$0.00		3	\$0.00
SUBTOTAL : (Extended Cost Per Month x 12 Months)		\$0.00		\$0.00		\$0.00			
AD HOC SAFETY PROFESSIONALS		YEAR 1		YEAR 2		YEAR 3			
Type of Service	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total	Hourly Rate	Estimated Number of Hours Per Year (30 Projects at 10 hrs each)	Extended Total
Ad Hoc Services		300	\$0.00		300	\$0.00		300	\$0.00
Industrial Hygiene Services or Environmental Services		300	\$0.00		300	\$0.00		300	\$0.00
Travel for Ad Hoc Services		30	\$0.00		30	\$0.00		30	\$0.00
Travel for Industrial Hygiene Services or Environmental Services		30	\$0.00		30	\$0.00		30	\$0.00
SUBTOTAL:		\$0.00		\$0.00		\$0.00			
MANAGEMENT SERVICES		YEAR 1		YEAR 2		YEAR 3			
Management Fee		Rate		Rate		Rate			
TOTAL COST:						\$0.00			

EXHIBIT F

CONTRACTOR'S TECHNICAL SUBMITTAL

Compliance Management International

Event Summary - Safety Program Management and Consulting Services

Type	Request for Proposal	Number	6100049942
Stage Title	-	Organization	CommonwealthPA
Currency	US Dollar	Exported on	12/15/2020
Exported by	Sonya Schurtz	Payment Terms	-
Sealed Bid	Yes	Intend to Bid	Yes
Bid Total	0.00 USD		

Event Dates

Time Zone	EDT/EST - Eastern Standard Time (US/Eastern)
Released	-
Open	9/3/2020 4:00 PM EDT
Close	10/6/2020 4:00 PM EDT
Sealed Bid	10/6/2020 4:00 PM
Question Submission Close	9/29/2020 4:00 PM EDT

Event Users

Contacts

Sonya Schurtz

sschurtz@pa.gov

Phone +1 717-783-0761

Description

- 1. Purpose.** This request for proposals (RFP) provides information to enable potential Offerors to prepare and submit proposals for the Commonwealth of Pennsylvania's consideration.
- 2. Determination to use Competitive Sealed Proposal Method.** As set forth in Bureau of Procurement Policy Directive 2018-1, the Secretary of General Services has determined that the competitive sealed proposals process generally is the most practical and advantageous method for awarding contracts to obtain the best value for the Commonwealth. There are no features of this particular Project that are inconsistent with the rationale set forth in BOP Policy Directive 2018-1 and the justification for the use of competitive sealed proposals set forth in BOP Policy Directive 2018-1 is hereby adopted for this Project.
- 3. Issuing Office.** The Department of General Services (“Issuing Office”) has issued this RFP on behalf of the Commonwealth. The sole point of contact in the Commonwealth for this RFP shall be the Contact listed above, who is the Issuing Officer for this RFP. Please refer all inquiries to the Issuing Officer. Any violation of this condition may be cause for the Issuing Office to reject the offending Offeror's proposal. Offerors must agree not to distribute any part of their proposals beyond the Issuing Office. An Offeror who shares information contained in its proposal with other Commonwealth personnel and/or competing Offeror may be disqualified.
- 4. Project Description.** The Commonwealth is seeking a contractor that will provide a safety structure with On-Site Office of Administration (OA) Safety Professionals (lead consultants) supported through On-Site Agency Safety Professionals (support consultants) working full-time to manage and support the day-to-day operations of the Commonwealth's global safety programs within each agency. On-site OA Safety Professionals will report to the Commonwealth Safety Program Manager. In addition, ad hoc consultants may be required for large projects, training, technical research, technical program development, hazard assessments, industrial hygiene services, or other site-specific work. Nevertheless, most of the work is expected to be done by the full time safety professionals located onsite.
- 5. Type of Contract.** If the Issuing Office enters into a contract as a result of this RFP, it will be a **Fixed Contract** and will contain the **Contract Terms and Conditions** attached to this RFP in the **Buyer Attachments** section.
- 6. Small Diverse Business and Veteran Business Enterprise Participation.** The Department’s Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO) has developed a goal setting policy based upon recommendations from its 2018 Disparity Study. The goal setting policy requires BDISBO and agencies to identify contract-specific participation goals for Small Diverse Businesses (which include Minority Business Enterprises, Women Business Enterprises, LGBT Business Enterprises, and Disability-Owned Business Enterprises) and Veteran Business Enterprises (which include Veteran-Owned Small Businesses and Service-Disabled Veteran-Owned Small Businesses). Proposers must either agree to meet the participation goals in full or must request a full or partial Good Faith Efforts waiver from one or both of the participation goals. Failure to meet the participation goals or establish they have made good faith efforts to meet the participation goals will result in rejection of a proposal as nonresponsive. This Project has been selected by BOP to be a pilot of the new goal setting policy. The goals that have been established for this Project are set forth below:

SDB – 32%

VBE – 3%

Further information can be found in RFP Questions Groups 1.2 and 1.3.

7. New SDB Goal Information Session. The Issuing Office will hold a Pre-proposal conference for this RFP. Attendance at the Pre-proposal Conference is **Mandatory**. The purpose of this conference is to provide an overview of the RFP and submission instructions. Offerors may ask questions in accordance with **Section 10, Questions and Answers** contained in this **Description Section**. Offerors may also ask questions during the Pre-proposal conference, however responses provided during the Pre-proposal conference are **not official** until the

question is submitted in writing using the **Q&A Board** in JAGGAER. Q&A Board questions and written responses shall become part of this RFP. In lieu of the limited facilities available for the conference, Offerors should limit their representation to three (3) individuals per Offeror.

The location, date, and time of the Pre-proposal Conference are as follows:

Pre-proposal Conference – Skype, Friday, September 11, 2020 at 9:00am

An RSVP to the pre-proposal conference is due via email to Sonya Schurtz at sschurtz@pa.gov or 717.783.0761 by Thursday, September 10 at 4:00pm.

8. Rejection of Proposals. The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

9. Incurring Costs. The Issuing Office is not liable for any costs the Offeror incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of the contract.

10. Questions & Answers. Questions must be submitted using the Q&A Board within this event. Questions must be submitted as individual questions. Questions must be submitted by the posted deadline. All questions and responses are considered an addendum to and part of this RFP. The Issuing Office shall not be bound by any verbal information, nor shall it be bound by any written information that is not either contained within the RFP or formally issued by the Issuing Office. The Issuing Office does not consider questions to be a protest of the specifications or the solicitation.

11. Addenda to the RFP. Any revisions to this RFP will be made electronically within this site.

12. Response Date. To be considered for selection, electronic proposals must be submitted on or before the time and date specified. The Issuing Office will reject any late proposals.

13. Proposal Submission. To be considered, Offerors must submit a complete response to this RFP by the due date and time from an official authorized to bind the Offeror to its provisions. Clicking the submit button within this site constitutes an electronic signature. A proposal being timely submitted and electronically signed by the Offeror are the two (2) mandatory responsiveness requirements and are non-waivable. The Issuing Office reserves the right, in its sole discretion, to (1) waive any other technical or immaterial nonconformities in an Offeror's proposal, (2) allow the Offeror to cure the nonconformity, or (3) consider the nonconformity in the scoring of the Offeror's proposal. The proposal must remain valid for **120 days** or until a contract is fully executed, whichever is later. If the Issuing Office selects the Offeror's proposal for award, the contents of the selected Offeror's proposal will become, except to the extent the contents are changed through Best and Final Offers or negotiations, contractual obligations.

14. Proposal Format. To be considered, the proposal must respond to all proposal requirements. Each proposal consists of three submittal components: Technical, Cost, and Small Diverse Business and Small Business Participation. Offerors should provide any other information thought to be relevant, but not applicable to the enumerated categories, as attachments. The Issuing Office reserves the right to request additional information which, in the Issuing Office's opinion, is necessary to assure that the Offeror's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the RFP. The Issuing Office may make investigations as deemed necessary to determine the ability of the Offeror to perform the Project, and the Offeror shall furnish to the Issuing Office all requested information and data.

15. Alternate Proposals. The Issuing Office has identified the basic approach to meeting its requirements, allowing Offerors to be creative and propose their best solution to meeting these requirements. The Issuing Office will not accept alternate proposals.

16. Discussions for Clarification. Offerors may be required to make an oral or written clarification of their proposals to the Issuing Office to ensure thorough mutual understanding and responsiveness to the solicitation requirements. The Issuing Office will initiate requests for clarification. Clarifications may occur at any stage of the evaluation and selection process prior to contract execution.

17. Prime Contractor Responsibilities. The selected Offeror must perform 50% of the total contract value. Nevertheless, the contract will require the selected Offeror to assume responsibility for all services offered in its proposal whether it produces them itself or by subcontract. Further, the Issuing Office will consider the selected Offeror to be the sole point of contact with regard to all contractual matters.

18. Proposal Contents.

A. Confidential Information. The Commonwealth is not requesting confidential proprietary information or trade secrets to be included as part of Offerors' submissions. Accordingly, except as provided herein, Offerors should not label proposal submissions as confidential or proprietary or trade secret protected. Any Offeror who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c. below. After contract award, the selected Offeror must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

B. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Offeror copyright designations contained in proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure **requirements** under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

C. Public Disclosure. After the award of a contract pursuant to this RFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests. Refer to the **Additional Required Documentation** section for a **Trade Secret Confidential Proprietary Information Notice Form** that may be utilized as the signed written statement, if applicable. If financial capability information is submitted, such financial capability information is exempt from public records disclosure under 65 P.S. § 67.708(b)(26).

19. Best and Final Offers (BAFO). The Issuing Office reserves the right to conduct discussions with Offerors for the purpose of obtaining "best and final offers" in one or more of the following ways, in any combination and order: schedule oral presentations, request revised proposals, conduct an online auction, and enter into pre-selection negotiations.

The following Offerors will **not** be invited by the Issuing Office to submit a Best and Final Offer: those Offerors which the Issuing Office has determined to be not responsible or whose proposals the Issuing Office has determined to be not responsive; those Offerors which the Issuing Office has determined in accordance with the **Offeror Responsibility** subsection from the submitted and gathered financial and other information, do not possess the financial capability, experience or qualifications to assure good faith performance of the contract; and those Offerors whose score for their technical submittal of the proposal is less than 75 % of the total amount of technical points allotted to the technical criterion.

The Issuing Office may further limit participation in the best and final offers process to those remaining responsible Offerors which the Issuing Office has determined to be within the top competitive range of

responsive proposals. The Evaluation Criteria shall also be used to evaluate the Best and Final offers. Price reductions offered through any online auction shall have no effect upon the Offeror's Technical Submittal.

20. News Releases. Offerors shall not issue news releases, Internet postings, advertisements or any other public communications pertaining to this Project without prior written approval of the Issuing Office, and then only in coordination with the Issuing Office.

21. Term of Contract. The term of the contract will commence on the Effective Date and will end **three (3) years after the effective date. The Commonwealth shall have the option to renew the Contract for two (2) additional 1-year renewal terms.** The Issuing Office will fix the Effective Date after the contract has been fully executed by the selected Offeror and by the Commonwealth and all approvals required by Commonwealth contracting procedures have been obtained. The selected Offeror shall not start the performance of any work prior to the Effective Date of the contract, and the Commonwealth shall not be liable to pay the selected Offeror for any service or work performed or expenses incurred before the Effective Date of the contract.

22. Notification of Selection for Contract Negotiations. The Issuing Office will notify all Offerors in writing of the Offeror selected for contract negotiations after the Issuing Office has determined, taking into consideration all of the evaluation factors, the proposal that is the most advantageous to the Issuing Office. Prior to execution of the contract resulting from the RFP, the selected Offeror must be registered in the Commonwealth of Pennsylvania's Vendor Master file. In order to register, Offerors must visit the Pa Supplier Portal at <https://www.pasupplierportal.state.pa.us/> or call the Customer Support Center at 877-435-7363.

23. Notification of Award. Offerors whose proposals are not selected will be notified when contract negotiations have been successfully completed, and the Issuing Office has received the final negotiated contract signed by the selected Offeror.

24. Debriefing Conferences. Upon notification of award, Offerors whose proposals were not selected will be given the opportunity to be debriefed. The Issuing Office will schedule the debriefing at a mutually agreeable time. The debriefing will not compare the Offeror with other Offerors, other than the position of the Offeror's proposal in relation to all other Offeror proposals. An Offeror's exercise of the opportunity to be debriefed does not constitute nor toll the time for filing a protest.

25. RFP Protest Procedure. The RFP Protest Procedure is on the DGS website at [click here](#). A protest by a party that has not or has not yet submitted a proposal must be filed no later than the proposal submission deadline. Offerors may file a protest within seven days after the protesting Offeror knew or should have known of the facts giving rise to the protest, but in no event may an Offeror file a protest later than seven days after the date the notice of award of the contract is posted on the DGS website. The date of filing is the date of receipt of the protest. A protest must be filed in writing with the Issuing Office. To be timely, the protest must be received by 4:00 p.m. on the seventh day.

26. Attachments to the RFP. All attachments to the RFP, including those contained in the **Buyer Attachments, RFP Questions and Additional Required Documentation** sections, are incorporated into and made part of the RFP.

27. Evaluation Criteria. The Issuing Office has selected a committee of qualified personnel to review and evaluate timely submitted proposals. The following criteria will be used in evaluating each proposal:

A. Technical. The Issuing Office has established the weight for the Technical criterion for this RFP as **65%** of the total points. Evaluation will be based upon the following: Soundness of Approach and Offeror Qualifications. The final Technical scores are determined by giving the maximum number of technical points available to the proposal(s) with the highest raw technical score. The remaining proposals are rated by applying the Technical Scoring Formula set forth at the following webpage: [click here](#)

B. Cost. The Issuing Office has established the weight for the Cost criterion for this RFP as **35%** of the total points. The cost criterion is rated by giving the proposal with the lowest total cost the maximum number of Cost points available. The remaining proposals are rated by applying the Cost Formula set forth at the following webpage: [click here](#)

C. Domestic Workforce Utilization. Any points received for the Domestic Workforce Utilization criterion are bonus points in addition to the total points for this RFP. The maximum amount of bonus points available is 3% of the total points for this RFP. To the extent permitted by the laws and treaties of the United States, each proposal will be scored for its commitment to use domestic workforce in the fulfillment of the contract. Maximum consideration will be given to those Offerors who will perform the contracted direct labor exclusively within the geographical boundaries of the United States or within the geographical boundaries of a country that is a party to the World Trade Organization Government Procurement Agreement. Those who propose to perform a portion of the direct labor outside of the United States and not within the geographical boundaries of a party to the World Trade Organization Government Procurement Agreement will receive a correspondingly smaller score for this criterion. The Domestic Workforce Utilization Formula is at the following webpage: [Click here](#)

28. Offeror Responsibility. To be responsible, an Offeror must submit a responsive proposal and possess the capability to fully perform the contract requirements in all respects and the integrity and reliability to assure good faith performance of the contract. In order for an Offeror to be considered responsible for this RFP and therefore eligible for selection for best and final offers or selection for contract negotiations:

A. The total score for the technical submittal of the Offeror's proposal must be greater than or equal to **75%** of the available technical points and the Offeror must demonstrate the financial capability to assure good faith performance of the contract.

B. An Offeror who fails to demonstrate sufficient financial capability to assure good faith performance of the contract as specified herein may be considered by the Issuing Office, in its sole discretion, for Best and Final Offers or contract negotiation contingent upon such Offeror providing contract performance security for the first contract year cost proposed by the Offeror in a form acceptable to the Issuing Office. Based on the financial condition of the Offeror, the Issuing Office may require a certified or bank (cashier's) check, letter of credit, or performance bond conditioned upon the faithful performance of the contract by the Offeror. The required performance security must be issued or executed by a bank or surety company authorized to do business in the Commonwealth. The cost of the required performance security will be the sole responsibility of the Offeror and cannot increase the Offeror's cost proposal or the contract cost to the Commonwealth.

C. Further, the Issuing Office will award a contract only to an Offeror determined to be responsible in accordance with the most current version of [Commonwealth Management Directive 215.9, Contractor Responsibility Program](#).

29. Final Ranking and Award. After any best and final offer process is conducted, the Issuing Office will combine the evaluation committee's final technical scores, the final cost scores, and the domestic workforce utilization scores. The Issuing Office will rank responsible Offerors according to the total overall score assigned to each in descending order. The Issuing Office must select for contract negotiations the Offeror with the highest overall score. The Issuing Office has the discretion to reject all proposals or cancel the request for proposals at any time prior to the time a contract is fully executed when it is in the best interests of the Commonwealth. The reasons for the rejection or cancellation shall be made part of the contract file.

Prerequisites

★ Required to Enter Bid

1 ★ Instructions To Supplier :

Responsibility to Review.

Certification

I certify that I have read and agree to the terms above.



Supplier Must Also Upload a File:

No

Prerequisite Content:

The Offeror acknowledges and accepts full responsibility to ensure that it has reviewed the most current content of the RFP including any amendments to the RFP.

Buyer Attachments

RFP Amendment Changes Document	#-RFP Amendment Changes REV 09.30.20.docx	../Attachments/#-RFP Amendment Changes REV 09.30.20.docx
Technical Submittal - REV. 09.22.20	1-Technical Submittal FINAL REV 09.22.20.docx	../Attachments/1-Technical Submittal FINAL REV 09.22.20.docx
Terms and Conditions	1-Terms and Conditions 09.01.20.pdf	../Attachments/1-Terms and Conditions 09.01.20.pdf
Appendix A Statistics and Data	2-Appendix A Statistics and Data 07.31.20.pdf	../Attachments/2-Appendix A Statistics and Data 07.31.20.pdf
Appendix B Examples of Services	3-Appendix B Examples of Sevices 07.31.20.doc	../Attachments/3-Appendix B Examples of Sevices 07.31.20.doc
Appendix C Business Associate Agreement	4-Appendix C Business Associate Agreement 07.31.20.docx	../Attachments/4-Appendix C Business Associate Agreement 07.31.20.docx
Pre-Proposal Attendee Listing	0-PreProposal Sign In Sheet 09.11.20.docx	../Attachments/0-PreProposal Sign In Sheet 09.11.20.docx
DGS PowerPoint Presentation	0-PPC_1DGS Presentation 09.11.20.pptx	../Attachments/0-PPC_1DGS Presentation 09.11.20.pptx
Goal Setting PowerPoint Presentation	0-PPC_2BDISBO Presentation 09.11.20.pptx	../Attachments/0-PPC_2BDISBO Presentation 09.11.20.pptx

Questions

★ Supplier Response Is Required

RFP Questions

Group 1.1: Technical Questions

- 1.1.1 Please download, complete, and upload the attached Technical Submittal from Buyer Attachments. ★
File Upload
1.1.1 Commonwealth of PA - Safety Program Management Consulting Services - RFP #6100049942 - Technical Submittal.pdf - ../SupplierAttachments/QuestionAttachments/1.1.1 Commonwealth of PA - Safety Program Management Consulting Services - RFP #6100049942 - Technical Submittal.pdf
- 1.1.2 Any additional attachments in support of the technical submittal can be uploaded here. If multiple files are needed combine into a single document or create a .zip file combining the files into a single .zip file. ★
File Upload
1.1.2 Additional Documents - Appendices.pdf - ../SupplierAttachments/QuestionAttachments/1.1.2 Additional Documents - Appendices.pdf
- 1.1.3 I have read and fully understand the attached Performance Standards. ★
Yes/No
Yes
- 1.1.4 This RFP is subject to the Information Technology Policies (ITPs) issued by the Office of Administration, Office for Information Technology found at <https://www.oa.pa.gov/Policies/Pages/itp.aspx>. All proposals must be submitted on the basis that all ITPs are applicable to this procurement. It is the responsibility of the Offeror to read and be familiar with the ITPs. Notwithstanding the foregoing, if the Offeror believes that any ITP is not applicable to this procurement, it must list all such ITPs in its technical response, and explain why it believes the ITP is not applicable. The Issuing Office may, in its sole discretion, accept or reject any request that an ITP not be considered to be applicable. The Offeror's failure to list an ITP will result in its waiving its right to do so later, unless the Issuing Office, in its sole discretion, determines that it would be in the best interest of the Commonwealth to waive the pertinent ITP. ★
Text (Multi-Line)
N/A

Group 1.2: Small Diverse Business and Small Business Participation

- 1.2.1 The Offeror must read and acknowledge the attached Small Diverse Business Participation Information Document. ★
Yes/No
Yes
SDB Participation Information -
../Attachments/QuestionAttachments/Small+Diverse+Business+Participation+Information-Comprehensi
- 1.2.2 Please download, complete, and upload the attached Small Diverse Business Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload
1.2.2 SDB Participation Packet - Supplies and Services - w ABEL Cert.pdf -
../SupplierAttachments/QuestionAttachments/1.2.2 SDB Participation Packet - Supplies and Services - w ABEL Cert.pdf
SDB Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/SDB Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf
- 1.2.3 Attached is a Model Form of Small Diverse Business/Veteran Enterprise Subcontractor Agreement. ★
File Upload
Model+Form+SDB+VBE+Subcontract+Agreement+1.9.2020 - Abel.docx -
../SupplierAttachments/QuestionAttachments/Model+Form+SDB+VBE+Subcontract+Agreement+1.9.2020 - Abel.docx
Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx

1.2.4 I have read and fully understand the Small and Small Diverse Business qualifications attached in question 1.2.1 above. ★
Yes/No

Group 1.3: Veteran Business Enterprise Participation

1.3.1 The Offeror must read and acknowledge the attached Veteran Business Enterprise Participation document. ★
Yes/No

VBE Participation Information -
../Attachments/QuestionAttachments/Veteran+Business+Enterprise+Participation+Information-Comprehensive 7.1.2020.docx

1.3.2 Please download, complete and upload the attached Veteran Business Participation Submittal packet. All fields must be completed prior to submittal and in accordance with the instructions contained in the packet. ★
File Upload

VBE Participation Packet Supplies and Services - ../Attachments/QuestionAttachments/VBE Participation Packet - Supplies and Services - 7.8.2020_FORMFINAL.pdf

1.3.3 Attached is s a Model Form of Small Divers/Veteran Enterprise Sub contractor Agreement. ★
File Upload

Model Form SDB VBE Subcontract Agreement - ../Attachments/QuestionAttachments/Model Form SDB VBE Subcontract Agreement 1.9.2020.docx

1.3.4 I have read and fully understand the Veteran Business Enterprise qualifications attached in Question 1.3.1 above. ★
Yes/No

Group 1.4: Cost

1.4.1 Please use the attached cost template to submit your cost proposal for this procurement. Do not include any assumptions in your submittal. If you do, your proposal may be rejected. ★
File Upload

Cost Submittal - REV. 09.30.20 - ../Attachments/QuestionAttachments/Cost Submittal FINAL REV

Additional Required Documentation

Group 2.1: Standard Forms

2.1.1 Please download, sign, and attach the Iran Free Procurement Certification and Disclosure Form. ★
File Upload

Iran Free Procurement Certification Form - ../Attachments/QuestionAttachments/Iran Free Procurement Certification Form.pdf

2.1.2 Please download, sign and attach the Domestic Workforce Utilization Certification Form. ★
File Upload

- 2.1.3 Please download, complete, and attach the Trade Secret/Confidential Proprietary Information Notice. ★

File Upload

Trade Secret Confidential Proprietary Information Notice Form-Signed.pdf -
../SupplierAttachments/QuestionAttachments/Trade Secret Confidential Proprietary Information Notice Form-Signed.pdf

Trade Secret/Confidential Proprietary Information Notice -
../..../Attachments/QuestionAttachments/TradeSecret_ConfidentialPropertyInfoNotice (002).pdf

- 2.1.4 Any Offeror who determines that it must divulge trade secrets or confidential proprietary information as part of its proposal must submit a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.

File Upload

Redacted Technical Submittal Client Lists Profiles Reports.pdf -
../SupplierAttachments/QuestionAttachments/Redacted Technical Submittal Client Lists Profiles Reports.pdf

Group 2.2: Terms and Conditions

- 2.2.1 By submitting a proposal, the Offeror does so on the basis of the attached contract terms and conditions contained in Buyer Attachments. ★

Yes/No

Yes

Group 2.3: Offeror's Representation

- 2.3.1 By submitting a proposal, each Offeror understands, represents, and acknowledges the attached representations and authorizations. ★

Yes/No

Yes

Offerors Representations and Authorizations - ../..../Attachments/QuestionAttachments/Offerors Representations and Authorizations.docx

- 2.3.2 By submitting a proposal, you represent that: (1) you are making a formal submittal in response to a procurement issued by the Commonwealth pursuant to the Procurement Code (62 Pa.C.S. Section 101 et seq.); (2) you are authorized to submit the information on behalf of the person or entity identified; (3) this electronic submittal is deemed signed by you and you are authorized to bind the person or entity identified to the terms of the solicitation and this submittal; and (4) all of the information submitted is true and correct to the best of your knowledge, information, and belief. Any false statements made by you in this submittal are subject to the penalties of 18 Pa.C.S. §4904 (relating to unsworn falsification to authorities). ★

Yes/No

Yes

Q&A Board

Subject = Commonwealth Safety Program Scale

Public Thread

Q: What is the total number of Commonwealth employees and contractors impacted by the statewide safety program?

Question added by: Sonya Schurtz

9/25/2020 3:03 PM EDT

A: Refer to Appendix A Statistics and Data for the total number of Commonwealth employees and contractors impacted by the statewide safety program.

Answered by: Sonya Schurtz

9/25/2020 3:03 PM EDT

Subject = Commonwealth Safety Program Scale

Public Thread

Q: Is every agency within the Commonwealth a potential participant in the consulting services?

Question added by: Sonya Schurtz

9/25/2020 3:03 PM EDT

A: Refer to Appendix A Statistics and Data for the agencies within the Commonwealth who participate in the consulting services.

Answered by: Sonya Schurtz

9/25/2020 3:03 PM EDT

Subject = Agency Assignment of On-site Safety Professionals

Public Thread

Q: On-site consultant staffing & management (Technical Submittal page 12 D-1) - "On-site Agency Safety Professionals will be slotted into existing agency roles where On-Site Agency Safety Professionals are currently assigned" – can you clarify which agencies these consultants will be assigned to

Question added by: Sonya Schurtz

9/25/2020 2:55 PM EDT

A: Health and Human Service Delivery Center has four (4) OA Safety Professionals and On-site Agency Professionals: one (1) in Eastern PA – OA Safety Professional, one (1) in Annville – On-site Agency Professional, two (2) in Harrisburg Capitol Complex – 1 On-site Agency Professional and 1 Apprentice. Public Safety Delivery Center has three (3) OA Safety Professionals and On-site Agency Professionals: one (1) in Elizabethtown – On-site Agency Professional, one (1) in Harrisburg – OA Safety Professional, one (1) in Mechanicsburg – On-site Agency Professional. General Government and Employment, Banking and Revenue share three (3) contract staff: all three (3) are in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional and (1) Apprentice. Conservation and Environment Delivery Center has three (3) filled contract staff positions: two (2) in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional, one (1) in Western PA – On-site Agency Professional, one (1) vacant position in Eastern PA – On-site Agency Professional. Infrastructure and Economic Development has two (2) contract staff: Two (2) in Harrisburg Capitol Complex – one (1) OA Safety Professional and one (1) On-site Agency Safety Professional.

Answered by: Sonya Schurtz

9/25/2020 2:55 PM EDT

Subject = Access to Workers' Compensation Data

Public Thread

Q: Will the selected vendor be given access to the detailed workers' compensation loss data table to support custom and detailed analysis of loss trends?

Question added by: David Weightman

9/25/2020 8:36 AM EDT

A: Loss data sets and/or access will be provided to allow for detailed analysis of loss trends.

Answered by: Sonya Schurtz

10/1/2020 1:32 PM EDT

Subject = Workers Compensation Coding

Public Thread

Q: Does the state workers' compensation coding system include a detailed loss description and location code to identify which physical locations or operations are experiencing claims?

Question added by: David Weightman

9/25/2020 8:31 AM EDT

A: The data includes location and detailed loss description.

Answered by: Sonya Schurtz

10/1/2020 1:33 PM EDT

Subject = State Agency Locations	Public Thread	
Q: Can a list of state work sites be provided that includes the number of employees by agency assigned to each location?	Question added by: David Weightman	9/25/2020 8:26 AM EDT
A: Refer to https://www.hrm.oa.pa.gov/Workforce/Pages/default.aspx - State Government Workforce Statistics 2020 for employee counts by county. Specific locations are too numerous to list, but obviously larger agencies such as DHS, DOC, PennDOT will have larger regional footprints, while other smaller agencies such as DCNR have regional footprints with smaller numbers of staff.	Answered by: Sonya Schurtz	10/1/2020 1:33 PM EDT
Subject = Commonwealth safety program scale	Public Thread	
Q: How many additional (beyond Appendix A) Commonwealth agencies are eligible to obtain services under the same rates of the awarded contract?	Question added by: Amy Murray	9/24/2020 12:49 PM EDT
A: None, unless an agreement is reached to provide services between the Agency, Office of Administration, and selected Offeror.	Answered by: Sonya Schurtz	10/1/2020 1:33 PM EDT
Subject = Cost Submittal Spreadsheet	Public Thread	
Q: Can you please update the cost submittal spreadsheet so that it is not a protected document? We are unable to type into the hourly rate cells as they are locked.	Question added by: Betsy Lovensheimer	9/22/2020 2:13 PM EDT
A: Please see Amendment # 3 (09.24.20), which removed the Cost Submittal FINAL REV 09.22.20 and replaced it with Cost Submittal FINAL REV. 09.23.20.	Answered by: Sonya Schurtz	9/25/2020 10:18 AM EDT
Q: The revised spreadsheet is still locked and password protected.	Question added by: Betsy Lovensheimer	9/25/2020 1:55 PM EDT
A: To access the revised Cost Submittal, Offerors may have to click "Enable Editing" located at the top of the webpage.	Answered by: Sonya Schurtz	9/28/2020 8:40 AM EDT
Q: Yes, we did download the doc and click enable editing. The document is still locked for editing. We also noted the below issues with the cost submittal document: • Onsite consultant type section should say annual rate instead of hourly rate • Management services subtotal is not calculating properly	Question added by: Betsy Lovensheimer	9/28/2020 9:07 AM EDT
A: Please see Amendment # 4 (09.28.20), which removed the Cost Submittal FINAL REV. 09.23.20 and replaced it with Cost Submittal FINAL REV. 09.28.20.	Answered by: Sonya Schurtz	9/28/2020 3:50 PM EDT
Q: The cost submittal breakdown does not reflect the correct totals for the on-site consultants. The "Hourly Rate" should be changed to "Annual Rate" or the formula needs to be corrected to reflect the proper total. For example if you enter \$100 as an hourly rate for OA Safety Professional the total calculates to \$500 instead of (100x2080x5).	Question added by: Annette Jones	9/29/2020 9:33 AM EDT
A: Please see Amendment # 5 (09.30.20), which removed the Cost Submittal FINAL REV. 09.28.20 and replaced it with Cost Submittal FINAL REV. 09.30.20.	Answered by: Sonya Schurtz	9/30/2020 1:05 PM EDT
Subject = Commonwealth staff	Public Thread	
Q: How many Commonwealth employees are assigned to the statewide safety program and implementation? Will these resources contribute to the scope of this RFP?	Question added by: Amy Murray	9/22/2020 12:21 PM EDT
A: There are approximately 50 Commonwealth employees who contribute at least part of their time to safety programs.	Answered by: Sonya Schurtz	9/25/2020 10:17 AM EDT
Subject = Safety Culture Status	Public Thread	

Q: Has a safety culture and gap analysis been recently completed, and if yes, will these recommendations be shared during the RFP period?

Question added by: Amy Murray

9/22/2020 12:19 PM EDT

A: There was a safety perception survey conducted a few years ago which led to an emphasis placed on safety committees, coaching for safe behaviors and complacency trainings. Measures were implemented to address these gaps and we are interested in how a new Offeror would evaluate the safety culture and needs.

Answered by: Sonya Schurtz

9/25/2020 10:16 AM EDT

Subject = Industrial Hygiene Services

Public Thread

Q: (Technical Submittal Page 13) "Industrial Hygiene Services. Consultants performing these services shall have or be able to procure all necessary tools, equipment, resources, and labs to perform testing at any work location, in any county, within the Commonwealth within two (2) business days and results provided within five (5) business days of the test;" - Can you provide an estimate of the number of industrial hygiene surveys that may be requested annually and which agencies historically have had the greatest need for industrial hygiene services?

Question added by: David Weightman

9/18/2020 10:28 AM EDT

A: Estimate 20 surveys per year, with most occurring for Department of Human Services and Pennsylvania State Police.

Answered by: Sonya Schurtz

9/23/2020 2:35 PM EDT

Subject = Staffing

Public Thread

Q: • Key Personnel – (Technical Submittal Page 4) – for staffing purposes can the Account Manager also service as an on-site safety professional (lead consultant)?

Question added by: David Weightman

9/17/2020 2:02 PM EDT

A: Yes

Answered by: Sonya Schurtz

9/23/2020 2:35 PM EDT

Subject = Office Location

Public Thread

Q: Will there be office locations available for the support consultants or only the lead consultants?

Question added by: Annette Jones

9/17/2020 11:22 AM EDT

A: Office space is provided for all contract safety consultants. It is expected the consultants will report to their assigned space when not traveling on commonwealth business.

Answered by: Sonya Schurtz

9/22/2020 12:03 PM EDT

Subject = VBE Requirement

Public Thread

Q: Does the VBE have to be located in Pennsylvania? Can they be located in a surrounding state?

Question added by: Annette Jones

9/17/2020 11:21 AM EDT

A: As referenced on the Small Business Self-Certification website (<https://www.dgs.pa.gov/Small%20Business%20Contracting%20Program/Pages/default.aspx>), participation in the PA DGS Small (SB), Small Diverse (SDB) and Veteran Business (VBE) programs only requires businesses to be US based, no in-state residency is required.

Answered by: Sonya Schurtz

9/21/2020 2:29 PM EDT

Subject = Locations and staffing

Public Thread

Q: Could you please provide a list of the locations and the number of contract safety staff currently working under the current contract at each of these locations?

Question added by: Craig Doolittle

9/16/2020 10:43 AM EDT

A: Health and Human Service Delivery Center has four contract staff (One in Eastern PA, One in Annville, Two in Harrisburg Capitol Complex). Public Safety Delivery Center has three contract staff (One in Elizabethtown, One in Harrisburg, One in Mechanicsburg). General Government and Employment, Banking and Revenue share three contract staff (All three are in Harrisburg Capitol Complex). Conservation and Environment Delivery Center has three filled contract staff positions (Two in Harrisburg Capitol Complex, One in Western PA, One vacant position in Eastern PA). Infrastructure and Economic Development has two contract staff (Two in Harrisburg Capitol Complex).

Answered by: Sonya Schurtz

9/22/2020 12:02 PM EDT

Subject = RFP Question**Public Thread**

Q: When is an award decision anticipated?

Question added by: S Boroi

9/14/2020 3:49 PM EDT

A: The award process is contingent upon the evaluation process and potential negotiation processes. As these events are conducted, outcomes will be determined as timely as possible.

Answered by: Sonya Schurtz

9/16/2020 2:21 PM EDT

Subject = RFP Question**Public Thread**

Q: Will the 5 full-time Lead Consultants be required to work in Harrisburg at the Delivery Centers full time for the duration of the contract? Are the support consultants/Account Manager expected to be stationed at a particular location for the duration of the contract?

Question added by: S Boroi

9/14/2020 3:33 PM EDT

A: Five (5) full-time lead consultants must be located in the Harrisburg Area, with the remaining two possibly being expected in Harrisburg up to a couple days per month. Others can vary depending on needs, but anticipate a consistent 60% of the work in the greater Harrisburg area. Expectation is for staff to be assigned full time to the contract, and be accessible as needed on-site/in support of the contract.

Answered by: Sonya Schurtz

9/16/2020 2:10 PM EDT

Subject = RFP Question**Public Thread**

Q: Do the 17 full-time employees need to be employed at the time of bid submittal, or is a hiring process acceptable to be submitted and followed after award?

Question added by: S Boroi

9/14/2020 3:29 PM EDT

A: The employees will need to be available full time within 30 days of Contract award.

Answered by: Sonya Schurtz

9/17/2020 12:12 PM EDT

Q: Will you still require the specific employee resumes with the submittal and, if so, must those individuals be the ones assigned to the project?

Question added by: S Boroi

9/17/2020 7:52 PM EDT

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter D. Personnel - For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education, and experience in providing consulting services in safety and health programs. Indicate the responsibilities each individual will have in this Project and how long each has been with your company.

Answered by: Sonya Schurtz

9/22/2020 12:04 PM EDT

Subject = Deadline for RFP Questions**Public Thread**

Q: Please confirm the deadline for RFP questions as I do not see it reflected here. Thanks!

Question added by: Betsy Lovensheimer

9/14/2020 11:17 AM EDT

A: The deadline to submit questions regarding this RFP is Tuesday, September 29 at 4pm. You can find this information on the Summary Tab of the RFP in JAGGAER. It says "Question Submission Close Date".

Answered by: Sonya Schurtz

9/15/2020 8:27 AM EDT

Subject = Full-Time Employees Status Question**Public Thread**

Q: Must the 17 full time employees that need to be hired to fill consultant roles as described in technical submittal (page 12, Item D) be employees from prime or can they be full time employees from subcontractors?

Question added by: Jeffrey Scheck

9/11/2020 10:37 AM EDT

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter E. Subcontractors and JAGGAER Description, #6. Small Diverse Business and Veteran Business Enterprise Participation and #17. Prime Contractor Responsibilities.

Answered by: Sonya Schurtz

9/14/2020 9:15 AM EDT

Subject = Multiple Contractors for RFP

Public Thread

Q: Would the Commonwealth consider multiple contractors to partner to satisfy the requirements of this RFP or is the Commonwealth specifically looking at one contractor solely to oversee the project at this time?

Question added by: Jeffrey Scheck

9/10/2020 12:49 PM EDT

A: Please refer to Technical Submittal, 1-2. Qualifications, Letter E. Subcontractors and JAGGAER Description, #6. Small Diverse Business and Veteran Business Enterprise Participation and #17. Prime Contractor Responsibilities.

Answered by: Sonya Schurtz

9/11/2020 4:36 PM EDT

Subject = Reporting Structure for Account Manager

Public Thread

Q: The Account Manager is described in the Technical Submittal as the individual who implements and continually manages the project. Who would this individual report to in the Commonwealth and will work be assigned from a representative of the Commonwealth directly or is the Account Manager solely responsible for assigning work?

Question added by: Jeffrey Scheck

9/10/2020 12:43 PM EDT

A: The Account Manager will work directly with the Commonwealth Safety Program Manager, and the Commonwealth Safety Program Manager will be responsible for the safety work assignments made to the OA and Agency Safety Professional staff. The Account Manager role is more of general oversight and administrative support role with the contract.

Answered by: Sonya Schurtz

9/11/2020 4:36 PM EDT

Subject = RFP Question

Public Thread

Q: Have the SDB reporting requirements changed at all with the inception of the new goal setting policy pilot? We would like to continue working with our SDB partner in a good faith effort. Thanks!

Question added by: Betsy Lovensheimer

9/9/2020 12:49 PM EDT

A: The SDB and VBE requirements have changed insofar as Offerors must meet both the SDB participation goal and the VBE participation goal in full or obtain a good faith efforts waiver from the goal(s). If an existing subcontractor is a DGS-verified SDB, the Offeror may receive credit towards meeting the SDB participation goal through committing to utilize that subcontractor. If an existing subcontractor is a DGS-verified VBE, the Offeror may receive credit towards meeting the VBE participation goal through committing to utilize that subcontractor. The selected Offeror must submit monthly Utilization Reports in the new PRiSM system. Please carefully review the SDB and VBE Participation documents found in JAGGAER - RFP Questions- Group 1.2 – Small Diverse Business and Group 1.3 Veteran Business Enterprise.

Answered by: Sonya Schurtz

9/14/2020 3:18 PM EDT

Safety Program Management & Consulting Services

Prepared for:



Commonwealth of Pennsylvania
Department of General Services
Bureau of Procurement
555 Walnut Street, Forum Place, 6th Floor
Harrisburg, PA 17101

Presented by:



1350 Welsh Rd, Suite 200
North Wales, PA 19454

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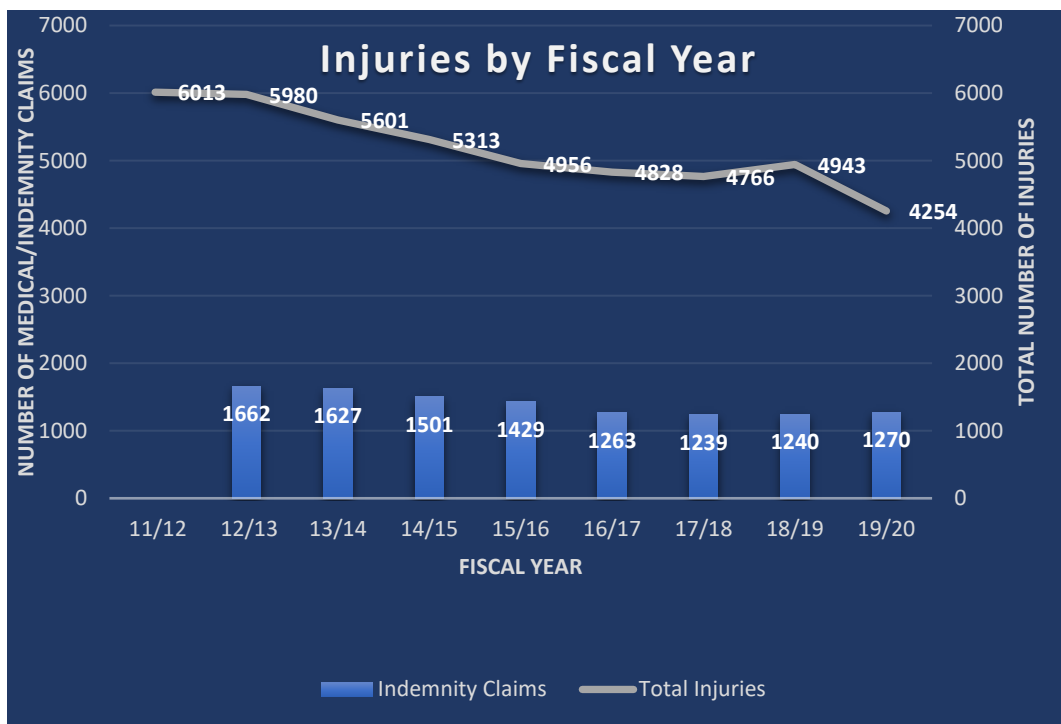
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I-1. Statement of the Project.

OA is seeking a safety consulting contractor to manage the day-to-day operations of the Program and provide ongoing comprehensive recommendations for improving the Program to prevent and reduce the frequency, severity and cost of work-related injuries and illnesses and improve the safety culture of all Commonwealth organizations. The services procured in this Technical Response will now be referred to as the “Project”.

Compliance Management International (CMI) has been serving the Pennsylvania Governors’ Office of Administration (OA) to provide safety program management services for over eight (8) years. We assisted to establish a strong team and have an in-depth understanding of the program needs as well as the needs of the Delivery Centers and Agencies. During this time, we have assisted to create a stronger safety culture that has resulted in reduced injuries and indemnity claims (i.e., claims that result in lost time and higher medical costs). This reduction will continue to reduce workers’ compensation costs and improve the overall safety culture.



In addition to the injury reductions achieved over this time, we have also assisted numerous agencies to improve Accident and Illness Prevention Programs (AIPP) which have successfully achieved a passing rating from the Bureau of Workers’ Compensation (BWC). We have rolled out many programs to educate safety coordinators and leadership on ways to improve workplace safety program and establish accountability for everyone to work more safely.

To achieve the goals of this project and continue these improvements, the selected safety consultant must have the expertise, personnel and resources to immediately staff this contract with safety professionals that understand how to work within a complex state governmental organization so that progress is not impeded. The firm must have a strong understanding of how Safety Program Management outsourcing services can be provided in a comprehensive and cost-effective manner.

The onsite safety professionals must be trained and able to work collaboratively so that all stakeholders continue to be supported and programs remain in place to ensure AIPP compliance and reduce workplace incidents and their associated costs. This will require a strong understanding of the unique policies, processes and relationships within the OA and the Delivery Centers and Agencies supported by OA.

The onsite team must be able to support program and technological improvements that will assist all safety coordinators to deliver more effective programs. They must be able to quickly staff the contract with quality safety professionals and integrate into OA and the Delivery Centers and Agencies to ensure all programs are staffed and implemented. This will include being able to develop and roll out new LSO training programs, work closely with Inservco to obtain claims data and develop commonwealth and agency scorecards, and continue the implementation of the OneNote initiative to provide a centralized location for accident and illness prevention programs and to allow for sharing of information between agencies.

CMI has a unique understanding and strong team in place to assist the Commonwealth to continue to reduce injuries, improve safety culture and save money.

In addition to the onsite professionals, the selected firm must have a Pennsylvania-based team of safety, industrial hygiene and environmental professionals who can provide ad hoc support in a prompt and cost-effective manner. This will require a firm who has resources and offices across the Commonwealth.

To ensure that Commonwealth-wide programs continue to be implemented, this team must be ready to work closely with safety resources and leadership to increase knowledge and tools. Some of the next steps needed to continue to achieve injury reductions include:

- Implement manager and supervisor education and encourage agencies to develop safety steering committees to improve accountability.
- Provide safety progress reports to leadership, including the Governor's Cabinet, to increase visibility for the program support needs.
- Share safety program goals, objectives and outcomes quarterly during administrative deputy and human resources director meetings and request these key program leaders provide updates on their agency's progress.
- Provide On-site OA Safety Professional support regionally to assist field safety coordinators improve safety committees and work more closely with worksite management and employees to achieve goals and objectives.
- Improved incident investigation and corrective action procedures, training and tracking methods and databases.
- Continue to develop customizable policies and training programs to reduce top causes of injury and assist with the delivery of various training programs in classroom, web-based and train-the-trainer formats.
- Provide additional education to safety coordinators and field staff which may include the development of advanced safety training programs similar to the 40-hour course developed for Corrections.

With an overall goal of working collaboratively with OA, Delivery Centers and Agencies to make additional improvements, CMI's safety program management approach and services described in this proposal will ensure an uninterrupted continuity of programs with no startup delays or transition costs. CMI will assist all safety coordinators Commonwealth-wide to implement

recommended programs. This will ensure that those with other assigned duties (i.e. Americans with Disabilities Act, State Employee Assistance Program, etc.) are able to ensure that required safety responsibilities are fully met.

I-2. Qualifications.

A. Company Overview

Offeror shall describe their company's overview in safety and health programs in the workplace.

CMI is the largest Safety Program Management Service provider in the region and brings both the team and technologies to continue to support the Commonwealth with this core value. We are a full-service safety, health and environmental consulting firm with headquarters in North Wales, PA and regional offices in Mechanicsburg and Pittsburgh, PA, as well as North Carolina, Minnesota, California and London, England. Founded more than twenty-five (25) years ago, our objective was to offer an alternative to organizations that want to have access to experienced EHS professionals without the cost of a full-time internal resources or departments. Our core mission is to enhance our customer's performance by providing outsourced EHS management teams to manage compliance, allowing leadership to focus on productivity and growth. We maximize savings by lowering the cost of hiring/re-hiring, training and managing internal staff and eliminating legacy costs.

Our nationally recognized team is routinely sought to serve as advisors for a wide variety of safety, health, industrial hygiene, risk assessment and workers' compensation organizations. CMI routinely presents at national and regional conferences on health and safety topics and serve on the technical advisory group for the development of the international standards organization for occupational health and safety management systems (ISO 45001).

CMI provides a team of professionals to handle health and safety program needs typically with a fixed budget, without any unexpected program management costs. Our senior management team focuses on cultivating trained professionals who can integrate seamlessly into any organization to ensure an infrastructure and culture is in place to maintain compliance, knowledge and data through client transitions.

To ensure that our safety professionals have resources to address the wide variety of situations faced by Commonwealth employees, they have access to our full team who together are capable of handling unique situations or new regulations. We also have a specialized team of industrial hygienists, environmental engineers and geoscientists who can be called upon when ad hoc needs arise.

While other firms may provide safety professionals to fill open positions or work on-site to oversee construction or remediation projects, CMI has distinguished itself by successfully creating and delivering a unique safety program management service offering that has been successfully implemented in a wide variety of organizations. In addition to our onsite consultants, we maintain a full team of environmental, health and safety professions to act as the project consultants when needed. Our management support personnel (e.g., recruiting, human resources, information technology, finance and marketing) support our on-site teams at no additional charge, to ensure our services are sustainable

B. Prior Experience

Offeror shall describe, in its Technical Response, experience of work done by individuals who will be assigned to this Project, as well as, that of its company. Studies or projects referred to must 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.

Indicate the number of years of experience in performing occupational health and safety consulting services for clients. In addition:

- 1. Identify the number of current clients;*
- 2. Identify the number of clients that have more than five (5) work locations; include the names of the companies and number of sites;*
- 3. Identify the number of clients with more than 5,000 employees; include the names of the companies and number of employees;*
- 4. Identify the number of clients who are governmental employers; include the name of the organization;*
- 5. Indicate the Offeror's experience in managing a client's day –to- day safety program; list clients where this work was performed and approximate number of employees;*
- 6. Indicate the Offeror's experience in developing safety initiatives to change the culture of organizations; list clients where this work was performed and approximate number of employees;*
- 7. Indicate the Offeror's experience in performing industrial hygiene services. Refer to Appendix B –Examples of Services located in the Buyer Attachments for a list of services expected to be performed for the Commonwealth; list years of experience; and*
- 8. Indicate the Offeror's experience in performing ad hoc services. Refer to Appendix B – Examples of Services in the Buyer Attachments for a list of the services expected to be performed for the Commonwealth, list years of experience.*

CMI currently serves over 650 clients and has routinely increased this number annually even during the COVID-19 pandemic due to our unique and comprehensive service offerings. A list of clients and the requested data for questions 1-6 is presented in Appendix A. A summary of the data is below:

- More than 125 clients with more than five (5) work locations
- More than 95 clients with more than 5000 employees
- More than 50 clients who are governmental employers
- More than 85 clients who we assist to manage day-to-day safety programs
- More than 85 clients who we have developed safety initiatives to change the culture

A summary of our experience for the requested services (questions 5-8) is presented below.

Experience Managing Client's Safety Programs

CMI has distinguished itself by successfully developing, managing and implementing a suite of safety and health program management support services that are customized to each client's needs. We provide these services to hundreds of private organizations including Fortune 500 companies as well as some of the largest self-insured government organizations in the region.

We do this by providing safety and health professionals of all levels to ensure programs are properly managed in the most cost-effective manner. This may include using only CMI professionals or a combination of CMI and client teams, based on the organization's size,

complexity and budget. While the method and size of each program varies according to the client needs, the core process that contributes to the success of this service offering is consistently maintained.

This process includes conducting baseline assessments to identify program gaps and growth areas; working with leadership and management teams to develop action plans that reduce injuries, illnesses and compliance gaps; creating timelines that are practical and allow for appropriate resources to be involved; overseeing the execution of the action plan items; and conducting routine progress meetings to communicate actions taken and update plan and timeline as needed. CMI works closely with our client's management team to implement these programs using various customized processes.



Our success in assisting clients to manage safety and health programs is attributable to our wide-range of technical professionals that are dedicated to ensuring client satisfaction. They are also skilled in establishing working relationships and finding effective methods to integrate safety programs into client culture. Our experience in numerous sectors and employers enables us to understand various operations and management structures and tailor our programs to consistently meet client objectives.

In addition to assisting the Commonwealth to develop and implement a successful outsourced Safety Program Management solution, CMI has been successfully providing similar services to the [REDACTED] for more than twelve (12) years. We have also been selected through public bid to provide these services to the [REDACTED] and many Fortune 500 companies. When [REDACTED] was awarded the [REDACTED] Insurance Program, they hired CMI for the Safety Program Management Consulting part of the contract. Program briefs are presented below for similar engagements along with contact information for references.

[REDACTED]

[REDACTED]

CMI provides very similar services to the [REDACTED] including provision of onsite safety professionals and ad hoc safety, industrial hygiene and environmental services.

CMI has been providing onsite safety professionals to support the [REDACTED] Safety program for more than nine (9) years. This includes the provisions of a Lead Safety Consultant who reports to the Risk Management Division (RMD) Safety Manager. Our lead consultant supervises two (2) Senior Safety Professionals and three (3) Safety Professionals. This team works side-by-side with [REDACTED] safety coordinators to implement programs to reduce injuries and ensure AIPP compliance across forty (40) departments,

including high risk departments such as [REDACTED]

The CMI team work within RMD and is an important part of the Safety Department. They are responsible for assisting the RMD Safety Manager to establish citywide safety programs and enforce all applicable local, state and federal standards and regulations within departments, including the [REDACTED] AIPP program. Our team provides the following services to the Departments they support:

- Preparing safety metrics reports
- Developing safety programs
- Conducting AIPP reviews
- Delivering a wide variety of safety training programs
- Tracking and monitoring incidents
- Conducting incident investigations.
- Auditing department compliance with the PA Worker and Community Right-to-Know Law
- Auditing overall safety and health program compliance with AIPP requirements;
- Presenting initial and refresher training to safety committees and assisting with safety committee optimization
- Preparing and delivering monthly safety officer training safety topics
- Developing and conducting various train-the-trainer safety topics for departmental safety officers
- Developing ergonomic assessments and trainings
- Ensuing compliance with occupational medical surveillance program requirements

[REDACTED]

Safety, Health and Environmental Management Consulting

[REDACTED]

[REDACTED] is a [REDACTED] corporation with over 300 service facilities in the United States, Europe and Asia Pacific. CMI currently provides EHS program management services for [REDACTED] including the placement of a CMI safety manager who reports directly to the [REDACTED] Corporate SHE Director. The CMI manager is responsible for assuring that EHS staffing needs are being met through both on-site and ad hoc professionals and for ensuring that strategic and tactical program elements are planned and implemented across all sites. We work closely with the designated EHS coordinator in each operation to track and investigate incidents, ensure compliance and continually improve programs.

CMI is responsible for the day-to-day management of employee workplace safety programs. This includes establishing annual corporate goals and objectives and working with facility management teams to implement corporate and site-specific safety initiatives and programs. Routine services provided by the CMI safety manager, on-site SHE specialists and ad hoc consultants include:

- Development and maintenance of procedures to ensure Occupational Safety and Health Administration (OSHA) and International Organization for Standardization (ISO) compliance
- Performance of hazard assessments and employee complaint investigations
- Development and presentation of management, supervisory and employee training through web-based and instructor led programs
- Performance of ergonomic assessments and management of a computer based self-assessment program
- Analysis of injury and illness trends and calculation of injury and illness rates
- Coordination of evacuation drills
- Performance of routine compliance validation assessments to confirm sites are operating in compliance with both [REDACTED] best practices and applicable regulations
- Response to indoor air quality and industrial hygiene issues
- Ongoing environmental permitting, reporting and assessment

Experience Improving Safety Culture

CMI specializes in assisting organizations to develop safety and health initiatives that improve safety culture and ensure leadership, managers, supervisors and employees understand, implement to sustain the changes. We do this by conducting a baseline gap assessment and employee perception surveys to understand the current systems, resources and mindsets in place as well as the competing goals and initiatives. We then work closely with the management team to develop safety improvement plans with clear goals, objectives and timelines. Improvement plans are communicated to business unit or departmental leadership to gain buy-in and identify methods to roll-out new or revised programs that will be sustainable within their organization. The

success of the implementation requires educating key leaders about the benefits they will receive from the initiative so that they participate at the appropriate level.

Once improvement plans are understood and approved, we work closely with our clients to implement each aspect of the desired safety management system. We customize template policies, procedures and training processes to ensure each component of the system is documented and used to train appropriate staff. Our methods are consistent with those prescribed in the national and international Occupational Health and Safety Management Systems standards (ANSI Z10, OHSAS 18001, ISO 45001). Many of these are similar to the elements found in the AIPP.

One of the key elements to a successful safety culture improvement is to establish greater visibility and accountability for outcomes such as reduced incidents and costs. This requires a significant understanding of organizational dynamics, baseline safety metrics, adult education, effective communication and accountability processes. Our safety managers and directors are selected based on their understanding and experience in these areas, rather than just their technical knowledge. Other key elements to ensure successful safety culture change include:

- Involve all levels of employees (leadership, supervisors, union members)
- Ensure training and education is effective and comprehensive
- Control risks and hazards using a prioritized approach
- Ensure incident investigations and corrective action programs are robust
- Continually evaluate and improve processes with operations involvement

Industrial Hygiene Services

CMI has a full-service Industrial Hygiene Services Group that has performed thousands of assessments in numerous governmental, commercial, industrial and institutional facilities including many of the Commonwealth agencies, boards and commissions as well as the for the PA Turnpike Commission, City of Philadelphia and City of Pittsburgh. On any given day, our industrial hygienists are executing numerous industrial hygiene projects concurrently throughout PA.

We also added an industrial hygiene professional to the onsite consulting team to reduce the cost associated with providing these services. The industrial hygienist works collaboratively with our Industrial Hygiene Service Group to ensure that all projects are completed in a quality and cost-effective manner under the direction of one of our Certified Industrial Hygienists (CIH). We work closely with landlords and property management to evaluate conditions and ensure building occupants are provided environments free from mold, harmful asbestos, lead-based paint and other building related hazards.

We maintain all certifications and licenses necessary to support the Commonwealth's industrial hygiene needs including appropriate asbestos and lead licenses. The industrial hygiene team is distributed among our three (3) offices for a cost-effective delivery of services to Commonwealth agencies. Because of the strategic geographical deployment of these personnel and equipment resources, as well as redundancies in these resources, we are able to quickly and efficiently respond to any industrial hygiene request throughout the Commonwealth in the requested timeframe.

CMI has three (3) CIHs and a team of industrial hygienists to support the Commonwealth.

We routinely provide all of the industrial hygiene services included in Appendix B—Examples of Services. We also provide additional industrial hygiene related services including:

- COVID-19 prevention assessments, programs, contact tracing and medical testing oversight
- Water intrusion and sewage damage assessments
- Safety data sheet review and authoring
- Personal protective equipment assessments and selection
- Respiratory protection programs, training and fit-testing
- Occupational disease and hearing loss prevention
- Building decontamination and reentry sampling

We work with insurance companies and law firms to assist with occupational disease claims resolution including:

- Hearing loss evaluations
- Water intrusion and mold assessments
- Historical chemical exposure assessments
- Indoor environmental quality

Ad Hoc Services

CMI is the largest provider of safety and health services in the state with a team holding the following credentials:

- Accident and Illness Prevention Program Qualified Service Provider (AIPP Qualified)
- Associates in Risk Management (ARM)
- Associate Safety Professional (ASP)
- Certified Hazardous Materials Managers (CHMM)
- Certified Industrial Hygienists (CIH)
- Certified Professional Environmental Auditor (CPEA)
- Certified Safety Professional (CSP)
- Chartered Member of the Institution of Occupational Safety and Health (CMIOSH)
- Construction Health and Safety Technician (CHST)
- Graduate Safety Practitioner (GSP)
- Industrial Hygiene Credentials (i.e. Asbestos, Lead, Mold)
- Occupational Health and Safety Technologist (OHST)
- Radiation Safety Officer (RSO)

In addition to our private clients, we have specialized in serving PA governments for more than fifteen (15) years. We work collaboratively to assist them to reduce injuries, illnesses, workers' compensation claims and to ensure compliance with the PA BWC AIPP requirements. Our professionals are strategically located throughout the Commonwealth to enable prompt and cost effectively delivery of services to any location.

CMI is the largest provider of safety and health services in the region with a full-service consulting group who can support any ad hoc project needs.

Over the past five (5) years, we have trained and developed our On-site OA Safety Professionals to ensure that most of the requested services can be provided with no additional cost to the Commonwealth. In addition to a cost savings, this has provided a more effective and efficient response to employee indoor air quality concerns. The current On-site OA Safety Professionals can seamlessly provide the majority of services requested in Appendix B. When time or resources do not allow for this, we have a team of safety and health professionals who can support all of the ad hoc service needs. In addition, two (2) of the On-site OA Safety Professionals are in the

process of getting certified to provide OSHA 10 and 30-hour courses for both general industry and construction, which will further reduce costs and increase service levels.

Example ad hoc projects are presented below.

[REDACTED]

[REDACTED] CMI has been providing consulting support for more than 15 years and provides a wide variety inspections, assessments and training programs. We have trained all of their health and safety managers, coordinators and supervisors in both OSHA 10 & 30 General Industry Outreach training courses. These training courses focused on worker safety in operations near a waterway, operation of cranes, powered industrial vehicles, and heavy equipment operation in addition to facility maintenance.

[REDACTED] CMI was chosen as the preferred provider of Accident and Illness Prevention Program support during two contract cycles. We provide both onsite support and ad hoc and industrial hygiene consulting. In the past three months, we developed and delivered training for Hazardous Materials & Emergency Operations Response (HAZWOPER) as well as Safety Days program delivered to all highway maintenance workers. We are also providing industrial hygiene surveys at a number of tunnels

C. Contract Cancellations or Terminations

Offeror shall describe and identify, in its Technical Response, any contract cancellations or terminations as well as any contracts that were not renewed by the Offeror's customer within three (3) years preceding the issuance of this RFP. Provide details on the customer's allegations for cancelling, terminating, or not renewing the contract and the Offerors' position relevant to the allegations. The Offeror must identify the name of the customer, including the name, address, phone number and email address of the responsible official who can address questions.

CMI's business model is based on zero defects and accountability. We recruit and train top safety and health professionals and provide professional development and coaching to ensure customer satisfaction. Due to our focus on these key principals, CMI has not had any contract cancelations or non-renewals in the past three (3) years due to allegations of non-performance.

D. Personnel

Describe in narrative form the number of executive and professional personnel who will be engaged in the work and indicate where the personnel will be physically located during the time, they are engaged Due the Project. For key personnel, include the employee's name, and through a resume or similar document, the Project personnel's education, and experience in providing consulting services in safety and health programs. Indicate the responsibilities each individual will have in this Project and how long each has been with your company. NOTE. On-site OA Safety Professionals, On-site Agency Safety Professionals, Apprentice Safety Staff and Ad Hoc Safety Professionals shall hereinafter refer to collectively in this document as "Consultants."

1. Key Personnel Key personnel shall be identified as the primary contacts for each of the business areas identified in this RFP.

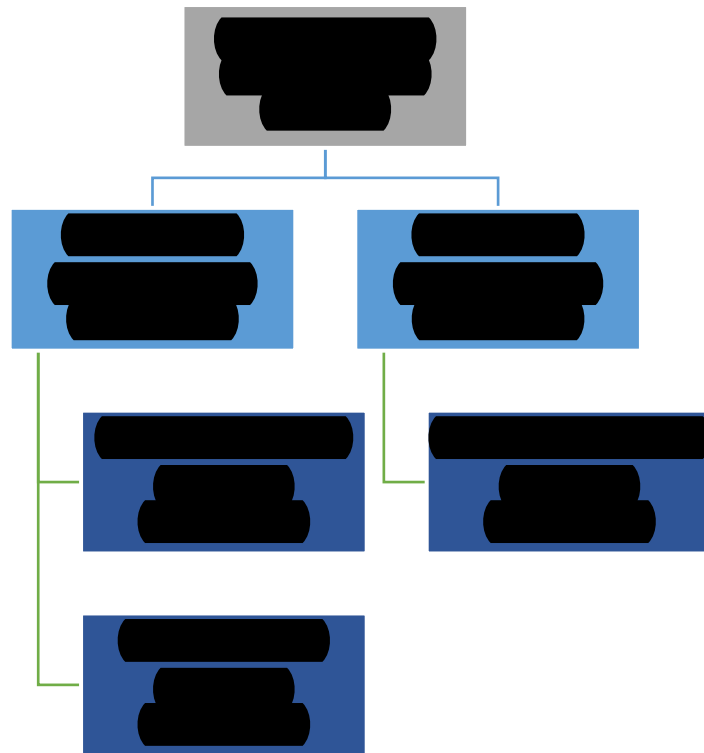
a. Account Manager. The selected Offeror shall identify the individual who will serve as the Account Manager for the implementation and continued management of the project. Indicate the percentage of time the individual will be dedicated to this project throughout the life of the project.

[REDACTED] will continue to serve as the CMI Account Manager. She has been working with the Commonwealth since 2009 to improve safety programs and reduce workers' compensation claims. She holds her CSP and CIH and has more than [REDACTED] of experience in planning, directing, developing, implementing and assessing workplace safety and health programs. She has been with CMI for over [REDACTED] and previously managed safety programs for national organizations. She has assisted numerous self-insured entities including [REDACTED] develop safety programs that reduce injuries and achieve compliance with the BWC AIPP requirements. She currently serves on the US Technical Advisory Group for the International Organization for Standardization (ISO) 45001: Occupational Safety and Health Management Systems Standard (OSHMS) and is a lead developer and instructor for the American Society of Safety Engineers (ASSE) Risk Assessment Institute.

Since the OA now has a full-time Commonwealth Safety Program Manager, the daily contract management will be handled by two lead On-site OA Safety Professionals. These leads will have regular calls with the Account Manager to discuss needs of the contract and ensure resources are provided to assist with continuous improvement. The lead On-site OA Safety Professionals will work with the Commonwealth Safety Program Manager to identify needs and solutions regarding program management and personnel. This will include ongoing communication and planning meeting calls. If requested by the Commonwealth Safety Program Manager, the Account Manager will join in these meetings or will have a separate call to discuss any contract issues or changes.

b. On-site OA Safety Professionals (lead consultants). The selected Offeror shall identify On-site OA Safety Professionals that will provide services pursuant to the resulting contract. It is also recommended that On-site OA Safety Professionals have differing specialties beyond general safety such as industrial hygiene, data reporting and analysis, training development, etc. Not every On-Site OA Safety Professional must specialize in everything, rather the expectation is that On-site OA Safety Professionals will individually have various specialties so that together they form a well-rounded team.

CMI proposes to provide five (5) On-site OA Safety Professionals upon contract award. This team will continue to act as lead consultants in support of the Commonwealth Safety Program Manager. Each team member has at least a bachelors' degree in a related field and more than eight (8) years of professional health and safety experience. They are each highly qualified to support OA Initiatives to develop, implement and audit AIPP elements and protocols and provide support to Commonwealth safety resources and committees. They are all effective trainers, communicators and problems solvers. This team will provide the required supervision and quality assurance for the professionals assigned to support agencies. Reporting relationships are presented below followed by a summary of each person's experience and specialties. Due to this team's collective knowledge base, the need for ad hoc services will be minimized and they can also effectively support regional personnel with limited travel time and expense.



c. **On-site Agency Safety Professionals (support consultants).** The selected Offeror shall identify the On-site Agency Safety Professionals that will provide services pursuant to the resulting contract.

CMI will provide the requested number of On-site Agency Safety Professionals upon contract award. Eight (8) of these consultants are in place and effectively supporting the Delivery Centers and Agencies and if approved will continue in similar roles. The current On-site Agency Safety Professionals are presented below and we will work with our small and diverse business partners to recruit additional professionals.

On-site Agency Safety Professionals				
Name	Education & Credentials	Agency or Delivery Center	Years of Exp	Years with CMI*
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

*This includes SDB partner employees who were selected and supervised by CMI for the purposes of this program.

d. **Apprentice Safety Staff.** *The Commonwealth recognizes that the selected Offeror may wish to employ Apprentice Safety Staff. Nevertheless, OA must approve (or disapprove) apprentice safety staff after reviewing their education, experience, knowledge skills and abilities and the proposed role they would fill. Provide examples of tasks that apprentice safety staff could perform. Explain how the work of an apprentice safety professional would be reviewed and how they would be supervised.*

CMI will continue to provide apprentice safety staff when approved and appropriate to support the Commonwealth upon contract award. Two (2) apprentices are effectively supporting the Delivery Centers and Agencies now and if approved will continue in similar roles. They are presented below.

Apprentice Safety Staff				
Name	Education	Agency/Delivery Center	Years of Experience	Years with CMI
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

2. **Other Personnel:** *Individuals, other than key personnel listed above, that will provide additional services related to this project including, but not limited to:*

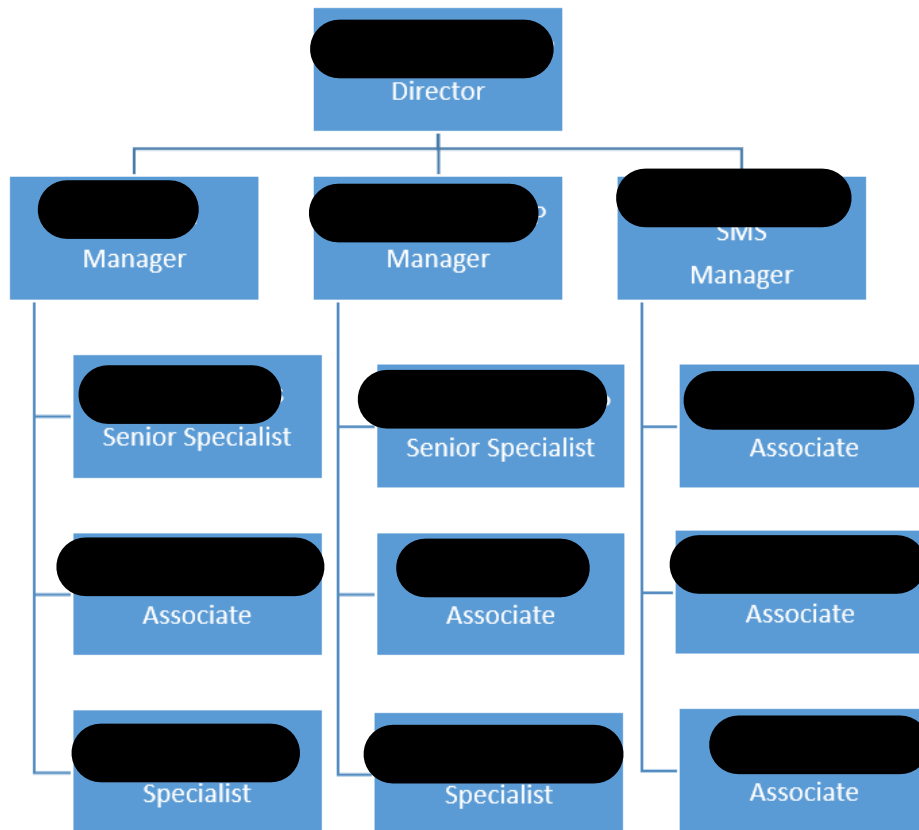
a. **Ad Hoc Safety Professionals.** *The Commonwealth recognizes that the selected Offeror may wish to employ Ad Hoc Safety Professionals. The Ad Hoc Safety Professionals shall, but not be limited, to the following:*

1. *Bachelor's Degree; and*
2. *Five (5) years of experience in a safety related field.*
3. *Technical research skills;*
4. *Presentation skills to be able to deliver training to employees or train the trainers, keeping in mind that training may be very technical and specific to the needs of a particular job function or may be general in nature;*
5. *Technical skills to evaluate hazards located in any work location in any area of the Commonwealth and make determinations about the programs and education that should be put in place to address the hazard;*

6. *Technical skills to be able to address any of the protocols identified in the AIPP to include but not be limited by the services listed in Appendix B – Examples of Services located in the Buyers Attachments and develop technical safety programs to address hazards; and*
7. *While the above listing of experience and skills will typically be the expectation, depending on the nature of the ad hoc service required, and contingent on approval by the Commonwealth, exceptions will be considered on a case by case basis to the experience and training requirements for Ad Hoc staff. Offeror shall acknowledge acceptance of this criteria.*

CMI maintains a team of ad hoc safety professionals that can provide support for any special project, training program or technical requests. They are located across the state for more cost-effective services and maintain a broad base of expertise and knowledge. We acknowledge the acceptance of the criteria mentioned above.

Ad Hoc Safety Professionals



3. Key Personnel Vacancies

The selected Offeror must fill any key position vacancies within four (4) weeks of when the position was vacated. If a position identified as key becomes vacant, the selected Offeror must appoint and identify an individual in an acting capacity immediately until the position is filled. The Commonwealth has final approval on all appointed or hired key personnel. Offeror shall acknowledge acceptance of this criteria.

We acknowledge the acceptance of the criteria mentioned above. To ensure the Commonwealth and our other onsite contracts have access to the best available professionals, we have an in-house recruiting professional who is continually recruiting safety and health professionals. This service will be provided free of charge to the Commonwealth to ensure that any vacancies are filled within the desired timeframe.

4. Removal of Personnel:

The Commonwealth retains the right to order the removal of any selected Offeror and/or subcontractor personnel from this project, or from performing any service under this contract. The Commonwealth will not be responsible for any cost incurred by the selected Offeror and/or its subcontractors in replacing personnel if good cause exists. Offeror shall acknowledge acceptance of this criteria.

CMI acknowledges that the Commonwealth can remove personnel from this project and that they will not be responsible for any cost we incur.

E. Subcontractors

Provide a subcontracting plan for all subcontractors, including small diverse business and veteran business enterprise subcontractors, who will be assigned to the Project. The selected Offeror is prohibited from subcontracting or outsourcing any part of this Project without the express written approval from the Commonwealth. Upon award of the contract resulting from this RFP, subcontractors included in the proposal submission are deemed approved. For each position included in your subcontracting plan provide:

- a. Name of subcontractor;
- b. Primary contact name and email;
- c. Address of subcontractor;
- d. Description of services to be performed;
- e. Number of employees by job category to work on this project;
- f. Resumes (if appropriate and available).

CMI will work with our small diverse business (SDB) partner and veteran business enterprise (VDE) partner to support this contract and assist the Commonwealth to meet its diversity goals. Our subcontracting plan is presented below.

Subcontractor Name and Address	Services to Be Performed	# Employees by Job Category
[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]

I-3. Requirements.

Offerors shall meet all requirements to be responsive to this RFP.

A. General.

- 1. Pennsylvania Workers' Compensation Law.** *All provisions of the Pennsylvania Workers' Compensation Act of 1915, P.L. 736, No. 338 and the regulations promulgated under that law that pertain to safety and health, as well as all other applicable laws and regulations must be followed*
- 2. Commonwealth Travel Policy.** *The selected Offeror shall adhere to Commonwealth's Travel Policy Management Directive 230.10, Commonwealth Travel Policy and Manual 230.1, Commonwealth Travel Procedures Manual.*

B. Specific.

- 1. Health and Safety Regulations.** *Under the Health and Safety Regulations of the Pennsylvania Workers' Compensation Act, all onsite On-site OA Safety Professionals and On-site Agency Safety Professionals must be qualified as an accident and illness prevention service provider through possession of one current, PA Department of Labor & Industry Bureau of Workers' Compensation recognized credential and two (2) years of acceptable safety experience as defined under the Act (Note: In Service Provider Designation is not acceptable credential for these staff members). Selected Offeror shall provide a copy of their most current and valid recognized credentials.*

CMI acknowledges the general and specific requirements presented above and will ensure that we meet all requirements. On-site OA Safety Professionals and On-site Agency Safety Professionals will be qualified as AIPP service providers. Copies of the most current and valid recognized credentials are included in Appendix B.

- 2. Health Insurance Portability and Accountability Act (HIPAA) Regulations.** *The selected Offeror will comply with all federal or state laws related to the use and disclosure of information, including information that constitutes Protected Health Information (PHI) as defined by the Health Insurance Portability and Accountability Act (HIPAA).*

The selected Offeror will be responsible for assessing its obligations pursuant to HIPAA and will include such assessment in its technical proposal. The selected Offeror will be required to execute the Business Associates Agreement contained in Appendix C – OA Business Associates Agreement located in the Buyer Attachments.

CMI is committed to keeping personally identifiable information (PII) confidential and covers this during orientation with all new employees and periodically as new assignments with PII are given to consultants. CMI uses methods such as password protection on large datafiles (such as for monthly reports to be distributed to all of the Department of Corrections) to prevent PII from being shared while still providing the necessary data. When injury reports are needed without PII, consultants review the materials to remove all PII from the files.

Please see Appendix C for the signed OA Business Associates Agreement.

- 3. Commitment to Meet Established Timeframes.** *The selected Offeror shall adhere to timeframes. In the event that the selected Offeror's failure to meet such timeframes exceeds*

six (6) times per fiscal year on an aggregate Commonwealth basis, the Commonwealth will consider termination of the contract unless the due dates are modified by mutual agreement before the applicable timeframes expire. At the Commonwealth's sole discretion, the delay may be dismissed as immaterial and not counted against the six occasions.

- 4. Changes to Legislation or Collective Bargaining Agreements.** *If there are changes to legislation, regulations, or collective bargaining agreements that require modifications to the tasks of the procurement it may be necessary to amend the contract after reaching mutual agreement on the impact of those changes.*
- 5. Staff Clearances.** *The selected Offeror shall obtain and maintain up to date clearances throughout the term of the Contract including any subsequent renewals or extensions. The selected Offeror shall provide all clearances to OA prior to an individual providing services under the contract or having access to Commonwealth facilities. In addition to complying with the Background Checks Provision in the Standard Terms and Conditions, the selected Offeror shall provide the following:*
 - 1. Child Abuse Clearance.** *The selected Offeror shall, at its expense, provide child abuse clearances - www.compass.state.pa.us/cwis/public/home, per individual, to OA; and*
 - 2. Federal Bureau of Investigation (FBI) Clearance.** *If any staff that performs work related to this RFP has not been a Pennsylvania resident for the previous two (2) years, the selected Offeror must obtain a Federal Criminal History Record from the Federal Bureau of Investigation. The selected Offeror shall, at its expense, provide a criminal record history report - www.identogo.com, per individual, to OA.*

CMI acknowledges the requirements presented above.

- 6. Disaster Recovery (DR) Information Technology.** *The selected Offeror must employ DR procedures to assist in preventing interruption in the use of the solution. Offeror shall describe its disaster recovery plans for maintaining operations during disasters. The Offeror's DR Plan(s) shall include, but is not limited to, the following requirements:*
 - 1. Detailed information regarding its DR systems, architecture/frameworks, capabilities, governance, and procedures;**
 - 2. Frequency of testing of its DR plans; and**
 - 3. Support compliance with the required system availability.**

To maintain consistent operations and prevent interruptions in communications and data management, CMI has incorporated state of the art information technologies and security systems as part of its Disaster Recovery Plan (DRP). The basis for our DRP is to utilize Best Practices as it relates to cloud-based solutions and remote system interface. These technologies, as described below, enable CMI to access, maintain and store real time data, incorporate high level security functions and operate remotely during disasters or shutdowns due to outside emergencies or pandemics. In fact, the current devastating worldwide COVID-19 pandemic triggered the activation of our DRP in the first quarter of 2020. The actions taken under the DRP were extremely successful resulting in zero communication or data loss, including any that may have impacted our support under the current Commonwealth contract. CMI did not experience any disruptions in operations with all service systems, both internally and externally, functioning properly including email, server, security, web/online, cellular and remote management. The following is a summary of the main components of the DRP:

Server In-house Topology

CMI in-house server topology consists of an advanced Exchange server and a separate Accounting server. There are no remote topologies. CMI's webserver is not located in-house, but in a datacenter in Provo, Utah with no direct conduits to CMI's office. CMI's webserver is dedicated for hosting website and related data and does not contain any client or personnel information as a security measure. The impact to CMI in the event the server was compromised would be minimal and involve the immediate re-establishment of a new webhosting server and the uploading of CMI's web-presences to the server.

Intrusion Protection

CMI utilizes the Sophos UTM9 firewall which provides Anti-DoS/Flood protection as well as protection against servers, operating systems, client software and malware. Further, Sophos UTM9 firewall generates real-time notifications of all port scanning attempts. Prolong and or repetitive attacks sourced from a specific IP address are summarily blocked. In addition, CMI uses the Sophos UTM9 firewall "Country Blocking" to deny any and all network traffic to further reduce exposure to port scanning for intrusion and spam email.

In regards to malware, the Sophos UTM9 firewall is configured to quarantine a myriad of emails by spam and expression rules. While end-users are capable of releasing general spam emails, end-users cannot release emails that are quarantined as malware or for specific file extensions. This includes any zip file attachment. Each quarantined zip file is reviewed to be safe and legitimate to end-user before being released. The Sophos UTM9 firewall utilizes its own RBLs, but has been configured for additional RBL Zones for spam protection. Blacklisted address patterns are actively updated as needed after mail logs are reviewed. The mail logs are reviewed daily.

Backups, Fireproof/Waterproof Storage Devices

CMI system backups are routinely performed on a daily, weekly, and monthly basis and are stored on two separate SoloPro ioSafe fire and waterproof devices. In addition, recently upgraded server systems now employ automated VMware server instances that are backed up to a cloud-based solution, vCloud, to allow transparent data operations in case CMI's in-house topology is adversely affected. Operations are efficiently administered remotely and would, therefore, not be impacted by an emergency or long-term disruption including pandemics.

Redundancy

In addition to CMI's internal IT resources/staff, a redundant system has been designed utilizing an outside third-party IT firm, MSP Corporation, that facilitates the off-site VMware vCloud solution and ensures data backup viability. On an as needed basis, monitored data backups are verified by restoring corrupt, overwritten and or archived data files that occur in CMI's digital environments. The vCloud solution creates an agile network with multi-layers of safeguard redundancies that is seamless and transparent to CMI employees' interactions with the various systems.

7. Emergency Preparedness. *To support continuity of operations during an emergency, including a pandemic, the Commonwealth needs a strategy for maintaining operations for an extended period of time. One part of this strategy is to ensure that essential contracts that provide critical business services to the Commonwealth have planned for such an emergency and put contingencies in place to provide needed goods and services.*

1. *Describe how you anticipate such a crisis will impact your operations.*

2. Describe your emergency response continuity of operations plan. Please attach a copy of your plan, or at a minimum, summarize how your plan addresses the following aspects of pandemic preparedness:
 - a. Employee training (describe your organization's training plan, and how frequently your plan will be shared with employees)
 - b. Identification of essential business functions and key employees (within your organization) necessary to carry them out
 - c. Contingency plans for:
 1. How your organization will handle staffing issues when a portion of key employees are incapacitated due to illness.
 2. How employees in your organization will carry out the essential functions if contagion control measures prevent them from coming to the primary workplace.
 - d. How your organization will communicate with staff and suppliers when primary communications systems are overloaded or otherwise fail, including key contacts, chain of communications (including suppliers), etc.
 - e. How and when your emergency plan will be tested, and if the plan will be tested by a third-party.

In the event of an emergency or pandemic, CMI does not anticipate any significant impact to its operations. As described below, we have tested our continuity and preparedness plans to provide for remote data and communication systems to be immediately integrated into our operations. This will enable CMI to provide continued essential support to our clients without disruption of services. Further, CMI has long standing relationships with our clients and we are considered a provider of essential services to their operations. Our client base is diverse and consists of both private sector and governmental organizations, most of which provide much needed products and services to their customers. As such, we anticipate our operations will not be adversely impacted from a financial perspective by short- or long-term events.

CMI developed its Business Continuity Plan (BCP) to ensure operations are maintained during disruptive events and emergencies and that essential client services are delivered in a consistent and uncompromising manner. This involves all aspects of operations including communications, IT support systems, delivery mechanisms, logistics, vendor/partner contacts and staff interactions both internally and with clients. CMI consistently updates the BCP to account for new technologies and threats and provides employee training as these updates warrant. In addition, the CMI support team tests the systems as needed to best determine the functionality of the plan and the success drivers that are required for implementation.

In actuality, a BCP can only be tested virtually until such time an actual event requiring immediate BCP implementation is realized. Only under these circumstances can the plans real effectiveness be evaluated. Unfortunately, the current COVID-19 world pandemic created a need for organizations with BCP's to implement their strategies, therefore, enabling them to determine just how effective their BCP is in a real-world situation. With this in mind, CMI is pleased to report that our BCP implementation was, and has been, successful on all accounts with no interruptions in services or system failures. This includes current Commonwealth services provided by CMI under this contract. This success can be attributable to our team of highly trained and skilled safety, health and medical professionals that have been providing similar support services to hundreds of our clients in the development and implementation of Pandemic Preparedness Plans (PPP). CMI uses the most up to date medical data and controls established by the leading organizations including CDC, WHO, NIH and OSHA. CMI's commitment to the process development and implementation of PPPs includes various components including:

- Ensuring programs are constantly updated to incorporate latest guidelines and medical findings to achieve continual improvement
- Track and update Best Practice guidance and continually maintain compliant programs
- Deliver effective education and coaching programs
- Monitor compliance activities and evaluate for opportunities to improve performance
- Evaluate operations in areas such as insurance claims, supply management and availability of proper PPE

Excerpts of CMI’s BCP, as they apply to loss of staff due to pandemic, other illnesses or during other emergencies, are described below. CMI’s on-site employees will follow all Commonwealth policies as they apply to pandemic or emergency response. CMI will ensure that these policies are understood and will train all new employees accordingly.

CMI’s health and safety professionals spend limited time working out of CMI offices and spend most of their time providing services and support on-site at various client facilities. Due to the way CMI operates its business the likelihood of employees being inflicted with a company-wide pandemic is low. In addition, CMI partners with other consulting companies who provide environmental, health and safety (EHS) services similar in nature to CMI service lines, in the event an emergency arises requiring additional staff.

STEP	ACTION
1	When a pandemic outbreak begins affecting company employees, the chief executive officer (CEO) will be notified immediately. The CEO will then decide the extent to which the pandemic portion of this plan must be invoked.
2	Respond quickly as the impact of a pandemic is felt, contact appropriate medical and emergency services.
3	Assess the extent of the pandemic and its potential impact on business operations and the technology infrastructure that is essential to support operations.
4	Establish and manage a pandemic support team to preserve and protect vital business operations and facilitate the return to normal operations.
5	Ensure employees and external organizations are notified, assign responsibilities and activities as required.
6	Contact contracting partners to inquire about staffing availability to supplement CMI’s loss of staff.

CMI provides initial BCP training for new employees during employee orientation and provides updates to all employees on an annual basis and/or following changes to the plan. The BCP is maintained on the company server and is made available to each employee.

Information on the organization and essential functions at CMI are provided under Section 1.6 of the BCP.

Information on emergency management procedures, response activities and mitigation that address events of a natural disaster, fire, network services provider outage and/or a flood/water damage are provided under Section 2.6 of the BCP that is maintained in company files.

Instructions on how to implement and invoke the BCP are provided in Section 2.1 through 2.6 of the BCP.

The BCP including company response and mitigation procedures are implemented on an annual basis to test the validity and accuracy of the plan. The Manager of Emergency Management Services for CMI develops a discussion based, functional and/or full-scale exercise that is focused

on an incident that would impact the continuity of business operations. Response weaknesses and areas of strength are identified during the evaluation of the exercises and the BCP is then revised to incorporate any necessary changes. During these exercises, CMI employees are also further trained on how to implement and invoke the procedures as outlined in the BCP.

I-4. Tasks.

A. Implementation. *The selected Offeror shall provide, in their Technical Response, a timeline on how they will meet the following:*

1. Transition. *There will be 30-day transition where the selected Offeror will need to learn more about the programs in place, standards for delivering services, what is in process but not completed, and other similar transition activities. Services may not occur until Offeror receives a "Notice to Proceed". Describe what activities or meetings will be used by the Offeror to transition into this contract. Explain what may be required of the incumbent consultants or Commonwealth personnel to ensure a smooth transition. Note, this task does not apply if the selected Offeror is the incumbent.*

As the incumbent, CMI will plan a meeting with OA to determine what actions will be required for a smooth transition into the new contract. We will seek to understand any new initiatives, goals, objectives or staffing level changes that may be desired under the new contract. We will coordinate plans and services accordingly.

Should we need to transition this to another firm, we will work with the Commonwealth and new vendor to make a smooth transition. We will also work with our team to move them to another CMI contract, so that everyone has gainful employment elsewhere. Please note our team is not permitted to work for another vendor to support this contract due to non-competition agreements.

2. Implementation Plan. *Propose a plan to review the safety programs in place in all agencies that experience more than ten (10) injuries per year to identify gaps that should be addressed to reduce both the most frequent and costly injuries. Plan evaluations will be used by the selected Offeror to make recommendations to the Commonwealth to address program gaps and improve the safety culture in the Commonwealth. The start date of the plan evaluations may not occur until Offeror receives a "Notice to Proceed". The selected Offeror may not implement recommendations until they are approved by the OA. Provide the start date and recommendations for accomplishing this review.*

a. *As a team, On-site OA Safety Professionals should work with the Commonwealth Safety Program Manager to identify Commonwealth goals and objectives that should be set for the first six (6) months, the first year, and subsequent years of the engagement with identified benchmarks and recommended measurements or indicators to be used to achieve those goals; and*

b. *Explain the approach that will be taken by On-site OA Safety Professionals to identify gaps in their assigned agencies' safety programs.*

Commonwealth Goals and Objectives

The OA team will continue to support the Commonwealth Safety Program Manager to identify effective goals and objectives that will be implemented to assist Delivery Centers and Agencies to reduce injuries, improve accountability for safety and improve AIPP compliance. They will also

monitor emerging risks and recommend effective solutions. Many program improvement goals are being considered or are underway. Some are multiyear initiatives that are supported by the safety consultants in a variety of ways. Several are presented below:

- New Injury Scorecard: Develop a system that can produce meaningful injury data reports and scorecards that link to the new metrics on a quarterly basis. This may also include developing new technologies and process to produce meaningful injury data reports and scorecards for agencies.
- Job safety analysis: Develop and implement an effective JSA process for high hazard operations.
- Engage Delivery Center Managers: Establish a process for training and engage this group so that understand and support global safety initiatives.
- Incident Investigation Programs: Implement a process to assist with incident investigations so that root causes are understood and corrective action programs can be deployed. This will begin within large agencies that focus on root causes and tracking of corrective actions.
- Agency Leadership Engagement: Implementation of processes to enhance leadership engagement and employee accountability: This will begin in select agencies.
- Telework Safety: Continue to implement programs that ensure teleworkers are working safely.

The following benchmarks and measurements are currently used to measure progress:

- Injury reduction goals: A new process for setting injury rates was established for fiscal year (FY) 20/21. These do not include denied claims and are based injuries per man hours. A base rate was calculated for each agency and a 3% reduction goal was set for year one. These goals were communicated to agency leadership and safety coordinators at the start of the FY with progress reports will be developed and distributed throughout the year.
- AIPP Element Requests/Submissions: The On-site OA Safety Professionals request AIPP Element D - Goals and Objectives at the beginning of the fiscal year and halfway through. The submissions are reviewed for AIPP compliance; including established goals/objectives and required communications.

Gaps Assessments and Improvement Plan Support

The agencies with more than ten (10) injuries in FY 19/20 are presented below. Those with larger employee populations naturally experience the majority of injuries. The larger and riskier agencies have on-site consulting support and action plans in place to reduce top injury causes and support safety program initiatives.

Agency	FY19/20 Injuries
Department of Human Services	1076
Department of Corrections	1041
Department of Transportation	577
Pennsylvania State Police	502
Pennsylvania Liquor Control Board	259
Department of Conservation and Natural Resources	180
Department of Military and Veterans Affairs	112
Pennsylvania Game Commission	85
Pennsylvania Board of Probation and Parole	71
Department of General Services	46
Pennsylvania Fish and Boat Commission	43
Department of Environmental Protection	39
Department of Labor & Industry	39
Attorney General	31
Department of Agriculture	26
Department of Health	18
Department of Revenue	16
Executive Offices	15
House of Representatives	14

Based upon the previous assessments, recommendation reports were developed and action plans were developed and implemented for many of the agencies. On-site OA Safety Professionals work with On-site Agency Safety Professionals (when present) and On-site Agency Safety Resources to develop action plans that will reduce injuries, improve safety culture and improve AIPP compliance. Progress meetings to review the status of the action plans occur on an established schedule. As additional gaps are identified, action items are added to the plans and/or additional plans will be developed accordingly.

CMI will continue to work with the Commonwealth Safety Program Manager to determine when additional assessments are needed and will continue to evaluate progress and agency needs to determine the best locations for consultants and service delivery. A safety perception survey (SPS) was issued to all Commonwealth employees to provide safety-related feedback. The results were analyzed and provided to each agency and were used to identify additional program needs and action plan items. Many new improvements came from this survey and we recommend this be modified and conducted again in year one to ensure improvement plans are based on employee input. This will allow for the capturing of data from all agencies and the ability to customize services to the needs of each agency. This may be something that should be conducted every few years to ensure employee input is considered for new goals and initiatives.

In addition, program gaps will be identified through reviews of incident investigations, communications with worksite safety staff, AIPP reviews, AIPP element requests/submissions, results of safety inspections and injury trend analyses. Steps involved in addressing identified

gaps include discussions with the Commonwealth Safety Program Manager and On-site Agency Safety staff to determine steps to resolution with dates and responsibilities, adding the agreed upon steps to the action plan for commitment and following through to confirm completion of steps. After all steps are completed, CMI will meet with the On-site Agency Safety staff and Commonwealth Safety Program Manager to determine the success of these steps and decide on any additional follow-up actions

The OA team will work with their assigned Delivery Centers and on-site consultants to monitor injury trends and review where and why the most frequent and severe injuries are occurring. Based on these assessments, they will develop action plans that are agreed upon by Agency Safety Coordinators and leadership to achieve the annual goals and objectives. On-site OA Safety Professionals will meet frequently with their respective agencies and if present On-site Agency Professionals to make as many improvements as possible within the established timeframes.

B. Day-to-Day Safety Program Management. *The goal of the Commonwealth is to continually improve safety programs by developing new initiatives, programs and training. Nevertheless, there are day-to-day management activities that occur which include, but are not limited to, incident investigations, hazard analysis, safety committee management and general consultation services. The selected Offeror shall, in its Technical Response:*

- 1. Identify any similar engagements where consultants assisted organizations in the day-to-day management of such programs;*
- 2. Identify the successes and opportunities for improvement that were noted during such engagements; and*
- 3. Thoroughly explain how this work will be coordinated as a team with appropriate Commonwealth personnel.*

CMI has managed the day-to-day safety programs for hundreds of clients covering thousands of facilities. This has included everything from initial assessment through all phases of program development and implementation. We work closely with leadership to ensure we understand goals and objective for the program and interact daily with managers, supervisors and employees. We typically report to personnel in departments such as safety, human resources, or operations. Our team is trained to lead and coach for safety every day.

In addition to providing these services to the Commonwealth, we provide safety program management services to a wide variety of organization including [REDACTED]

Services include:

- Hazard inspection and job hazard analyses
- Policy and procedure development
- Developing and delivering training programs of all types and modes (Classroom, safety talks, online, voice over PowerPoints)
- Conducting incident investigations and implementing corrective actions
- Coordinating chemical inventories/SDS centers and preparing hazardous substance survey forms (HSSF) for Worker and Community Right-to-Know Act compliance

- Leading and training safety committees
- Developing and conducting various train-the-trainer safety topics for departmental safety officers
- Conducting ergonomic assessments and delivering ergonomic training

Successes: Typically, within the first year we provide the necessary safety management resources to enhance the visibility and credibility of our client's safety program. This reduces injuries and provides a comfort level for employees as well as management to know they have resources in place to continually improve safety. For [REDACTED] [REDACTED] [REDACTED] to return to work safely knowing that they had full department of professionals ready to implement effective safety programs during the COVID-19 pandemic. For [REDACTED] we were able to reduce program management cost significantly year over year as well as injuries and related costs.

Opportunities for improvement: CMI has identified various improvement opportunities including development of the workplace safety social media presence to facilitate real time communication of safety related information to the safety officers and employees. CMI is also working to develop enhanced internal strategic marketing plans to help touch more employees and to better educate employees on their role in reducing injuries and illnesses.

To increase program visibility and accountability across all [REDACTED] sites, CMI recommended the development of an improved global EHS metrics program that includes Key Performance Indicators (KPIs) and data collection methods to monitor performance across all worksites and target improvement initiatives and resources. The Key Performance Indicators (KPIs) include both leading and trailing safety indicators to provide a status of the EHS system. KPI reports will be presented to the executive board on a quarterly basis.

Working Collaboratively: To coordinate the work as a team effort, the On-site OA Safety Professional and On-site Agency Safety Professional(s) at that agency, if any, will work as a team to understand the scope and desired outcome of the project by working with key stakeholders in the agency. The On-site OA Safety Professional will also keep the Commonwealth Safety Program Manager included by communicating updates of the project. Once the scope of work is clear, the On-site Agency Safety Professional(s) will work with the On-Site OA Safety Professional to create or update the agency's action plan. This action plan will then be reviewed by Agency personnel and the Commonwealth Safety Program Manager. When the action plan is finalized with steps and dates, it will be updated by the On-Site OA Safety Professional or On-site Agency Safety Professional, as appropriate. Once all steps are completed, the plan and outcome will be reviewed with Agency personnel and the Commonwealth Safety Program Manager to determine if additional steps are needed.

C. Safety Program Recommendations. *The Commonwealth's safety program could be improved, and some gaps will be identified as part of the plan evaluations. The selected Offeror shall describe, in their Technical Response the following:*

1. *How recommendations for large scale changes to programs will be evaluated before they are recommended;*

2. *Initiatives that could be deployed to engage top level management, safety committees, and managers and supervisors to create accountability and ensure adoption of safety practices by all employees. Recommend strategies that will be used to engage and educate agency leaders about their roles to ensure top down support for safety; and*
3. *How the On-site OA Safety Professionals and the On-site Agency Safety Professionals will engage with the Commonwealth Safety Program Manager to ensure agreement and consistency with recommended strategies and implementation plans.*

Recommendations for Large Scale Improvements

The On-site OA Safety Professionals will work with the Safety Program Manager to develop and communicate large scale changes to programs. The On-site OA Safety Professionals will have a detailed understanding of the current programs in place as compared to the desired goals and objectives. When requested, we will assist the Safety Program Manager to review recommendations with appropriate stakeholders prior to being formalized. Within the Commonwealth these stakeholders could include the personnel from agency central offices and worksites and other supporting program areas. We will continue to seek and incorporate feedback into our processes for providing recommendations and ensure appropriate Commonwealth stakeholder input is considered and included (Figure 1).



Figure 1.

CMI will work to create improved accountability and ensure adoption of safety practices by all employees to aid in them leaving work in the same condition they arrived. When senior leaders are engaged in the safety program, that causes a trickledown effect and results in program area leadership engagement, local worksite engagement and employee accountability (Figure 2).

CMI will assist with the plan to improve accountability and ensure adoption of safety practices by all employees to aid in them leaving work in the same condition they arrived. When senior leaders are engaged in the safety program, that causes a trickledown effect and results in program area leadership engagement, local worksite engagement and employee accountability.



Figure 2.

Some agencies have already started to focus on accountability by conducting Coaching for Safe Behaviors Training; however, there is still room for improvement in this area. The On-site OA Safety Professionals will work with the Commonwealth Safety Program Manager to identify additional methods to increase accountability and ensure adoption of programs. Several methods that could be used to support leadership involvement and program accountability are described below:

- Assist each large agency to create a safety steering committee that is comprised of key deputies, bureau directors, managers and safety resources. This steering committee would work with the On-site Agency Safety resources to develop agency objectives that tie into the safety goals of the organization. CMI will support these committees and provide model objectives that focus on program improvement outcomes that will drive down injury and cost reduction, in addition to the outcomes themselves (i.e. injury rates).
- Provide On-site Agency Safety initiative progress reports to the Governor’s Cabinet on a semi-annual basis along with injury reduction progress.
- Educate and coach leaders and supervisors of select agencies in their roles and responsibilities for implementing safety programs, coaching and modeling safe behaviors.
- Share safety program goals, objectives and outcomes quarterly during administrative deputy and human resources director meetings and request these key program leaders provide updates on their agency’s progress.
- Provide an On-site OA Safety Professional support regionally to assist field safety coordinators improve safety committees and work more closely with worksite management and employees to achieve goals and objectives.
- Improve incident investigations to ensure effective corrective actions are implemented and that leaders are involved in the process.

To achieve success, it is imperative the CMI consultants and Commonwealth Safety Program Manager agree on recommendations and focus areas and that there is consistency with strategies and implementation plans. Currently, the On-site OA Safety Professionals have weekly calls with the Commonwealth Safety Program Manager to touch base on various items and ensure agreement; as well as, consistency. Additionally, the lead On-site OA Safety Professionals have calls with the Commonwealth Safety Program Manager twice a week to ensure all action items and plans are moving forward. further touch base. Each On-Site Safety Professional routinely communicates with their assigned OA Safety Professional and necessary items are then communicated during the established calls with the Commonwealth Safety Program Manager. The Commonwealth Safety Program Manager is also provided documents for review prior to distribution to any agency personnel, as outlined below:

The communication and review processes currently in place between CMI and the Commonwealth Safety Program Manager have proven to be effective and would continue in the same manner until the Commonwealth Safety Program Manager requests a change.



In most cases, On-site OA Safety Professionals will be the direct communication with the Commonwealth Safety Program Manager to ensure consistent communication. For program changes including improvements and addressing gaps in a safety program, the On-site OA Safety Professionals will work with the On-site Agency Safety Professionals to understand the problem or need and come up with a suggested resolution based on the Agency’s historically preferred best practices. The On-site OA Safety Professional will then discuss this program change with the Commonwealth Safety Program Manager including the suggested resolution to ensure agreement and consistency with the strategy. The On-site OA Safety Professional and On-site Agency Safety Professional will provide the necessary pertinent information to the Commonwealth Safety Program Manager and work together as one team to ensure all participants are sure of the plan and next steps that are needed.

D. On-Site Consultant Staffing and Management. *The Offeror will be responsible for staffing this contract and managing the performance of all consultants. The number of full-time consultants may change throughout the term of the contract; however, at no time will the number of full-time consultants be less than twelve (12). The selected Offeror must staff at the following level at the onset of the contract- 5 lead consultants and 12 onsite agency consultants. Before a consultant may begin to provide services under the Contract, the consultant recommended by the selected Offeror must be approved by OA. In addition:*

1. *The On-Site OA Safety Professionals shall be in place, upon the issuance of the “Notice to Proceed.” On-site OA Safety Professionals will be assigned to oversee activity in one of six (6) OA Agency Delivery Centers, with one of these professionals being responsible for two (2) OA Agency Delivery Centers (like centers with primarily office settings). On-site Agency Safety Professionals will be slotted into existing agency roles where On-Site Agency Safety Professionals are currently assigned;*

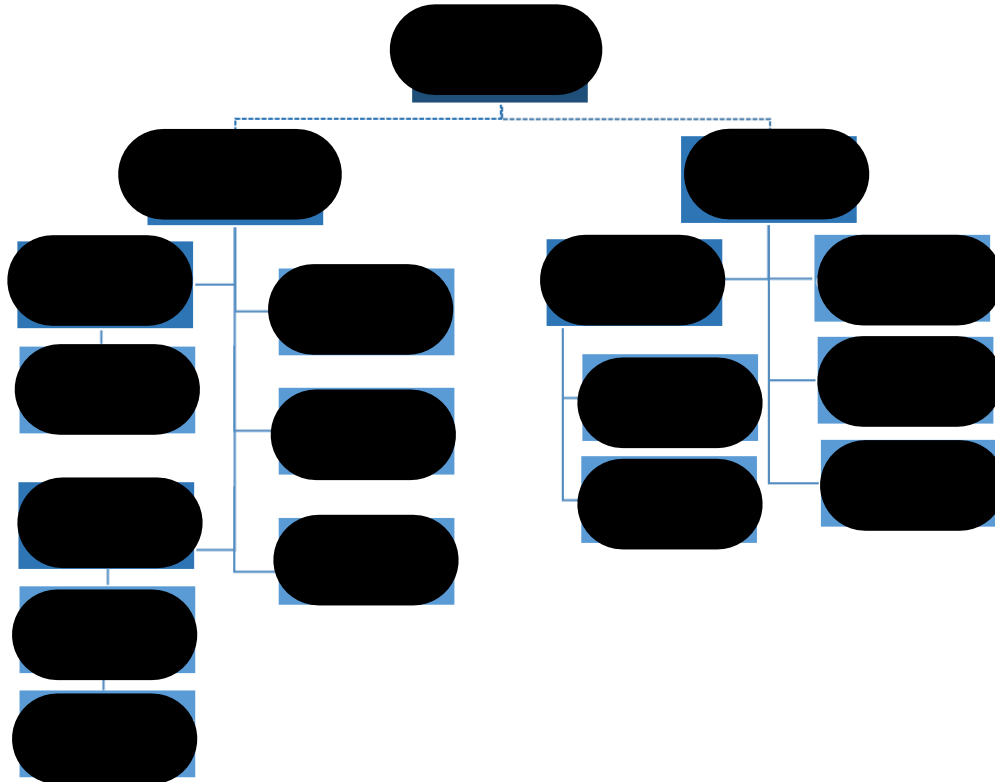
2. *The Commonwealth Safety Program Manager, Employee Absences and Safety, will be responsible for overseeing the work of the contracted staff and for general management of issues. Identify the relationship that the Safety Program Manager will have with the selected Offeror's principal management staff and how frequently communications with management will occur;*
3. *The Offeror shall explain how complaints about consultants or their work shall be investigated, tracked and addressed. After receiving complaints or identifying performance concerns, OA may require removal of that consultant from the account. Explain what training and additional oversight is provided to a consultant when performance issues are identified;*
4. *The Offeror shall propose a process to be used to bring concerns to OA if the safety coordinator or agency executive disagrees with a safety consultant on a proposed approach; and*
5. *In the event a filled assignment becomes vacant and OA approves backfilling the position, the Offeror shall propose an interim plan that could be put in place before a replacement is identified to continue the work within the agency or OA.*

The Offeror shall describe how they accomplish the On-Site Consultant Staffing and Management in their Technical Response.

CMI will continue provide an experienced team of safety professionals with varying credentials, backgrounds and knowledge to meet the diverse needs of the Commonwealth. They have all been recruited and approved specifically to be a member of the Commonwealth's Safety Department. The lead On-Site OA Safety Professionals will work with the Commonwealth Safety Program Manager to onboard additional resources to meet the goals of the program. The proposed organizational structure for this contract is presented below.

CMI will provide an experience team of health and safety professionals with a breadth of experiences to meet the diverse needs of the Commonwealth.

Commonwealth of Pennsylvania Team



This structure includes two (2) lead On-site OA Safety Professionals who will report to the Commonwealth Safety Program Manager. These On-site OA Safety Professionals will provide supervision and quality control oversight, as needed to the OA professionals, On-site Agency safety professionals and apprentices. It also includes the provision of three (3) additional OA professionals, nine (9) On-site Agency Safety professionals and two (2) apprentices. Onsite Agency Safety Professionals will take day-to-day direction from their appointed agency safety management resource, to ensure that agency goals, objectives and action items are accomplished in accordance with agency procedures and desired timeframes.

The Account Manager will provide support to the lead On-site OA Safety Professionals to ensure a cohesive and comprehensive delivery of services. She holds a weekly call with them to ensure any hiring or personnel issues are promptly addressed. She also provides support for performance reviews, professional development and new technical areas.

The lead On-site OA Safety Professionals have direct relationships with our Ad Hoc and Industrial Hygiene managers and will continue to work with them to plan and deliver these services when needed. They also work directly with our Recruiter, HR and IT for hiring and onboarding.

Complaints about consultants will be investigated by a lead On-site OA Safety Professional and will be reported to the Commonwealth Safety Program Manager within 24 hours of receipt. The lead On-site OA Safety Professional will verify with the Commonwealth employee making the complaint to ensure it is fully understood and documented. This information will be reviewed with the appropriate consultant and a plan will be developed to ensure the complaint is fully resolved. This may include provision of additional training, more frequent status meetings or other

appropriate steps to ensure that the complaint is fully resolved. The plan to resolve the complaint will be monitored to ensure any consultant performance issues are resolved to the satisfaction of the person making the complaint and OA. If needed, a 90-day performance improvement plan will be developed to ensure consultant performance is improved. If desired improvements are not made a new consultant will be provided.

If safety coordinators or agency executives disagree with the approaches recommended by the safety consultants, the On-site OA Safety Professional assigned to the agency will work to resolve the issue. If additional support or guidance is needed, the Commonwealth Safety Program Manager will be engaged to evaluate the situation and formulate alternative solutions.

If a position becomes vacant, the lead On-site OA Safety Professional will work with the Commonwealth Safety Program Manager to identify a resource who will be responsible for keeping action plans moving forward until a replacement is provided.

E. Ad Hoc Safety Services *The personnel identified may be supplemented by ad hoc safety professionals who are able to develop technical and awareness level programs, create training curriculums, and perform hazard assessments; refer to Appendix B – Examples of Services located in the Buyer Attachments provides a list of services that may be requested. The list is not exhaustive. Office space and resources will not be provided; however, training rooms will be provided when training is conducted. Travel to specific work locations in any area of the Commonwealth will be required.*

- 1. The selected Offeror must have enough technical personnel to perform onsite surveys, evaluate hazards located in all work locations across the Commonwealth and make determinations about the programs and education that should be put in place to address the hazard. Describe prior experience in performing this work;*
- 2. List some of the technical programs and related training programs that have been developed for other clients; and*
- 3. Provide recommendations for minimizing travel expenses.*

The selected Offeror shall describe how they accomplish Ad Hoc Safety Services in their Technical Response.

CMI's health and safety services are delivered by an experienced team of technical professionals who work with our clients to understand their needs or concerns so that we can provide appropriate recommendations and services. We work on behalf of our clients to ensure compliance with regulating agencies, build a strong safety culture, and prevent injury and loss. We can provide all of the Appendix B Services. Some of the services we routinely provide are presented below:

- Health and Safety Program Gap Assessments (General Industry and Construction)
- Incident Investigations and Corrective Actions
- Hazard Inspection and Job Safety Assessments
- Safety Inspections and Tracking Processes
- Bloodborne Pathogens Exposure Control
- Chemical Hygiene Plans for R and D Laboratories
- Confined Space Assessments and Programs
- Control of Hazardous Energy (Lockout/Tagout) Procedures
- Electrical Safety Assessments

- Fall Prevention Assessments and Programs
- Hazard Communication/RTK Labels and Safety Data Sheets
- Medical Emergency Procedures and First Aid/CPR Training
- Personal Protective Equipment (PPE) Assessments
- Powered Industrial Truck (Forklift/High reach) Training
- Respiratory Protection Programs and Fit Testing
- Spill Response Training (HazWoper)
- Trenching and Excavation
- Citation or Compliant Response Assistance
- Ergonomic Assessments
- OSHA Voluntary Protection Program (VPP), OHSAS 18001 and ISO 45001 assessments and programs

Our team customizes and delivers hundreds of training programs for clients including all formats of delivery:

- | | |
|---|---|
| • Bloodborne Pathogens | • Heat Stress Prevention |
| • Chemical Right-To-Know | • High-Reach/JLG Safety |
| • Combustible Dust Explosion Prevention | • Indoor Air Quality |
| • Confined Space Entry | • Lab Safety |
| • COVID-19 Transmission Prevention | • Ladder Safety |
| • Cranes, Slings and Hoists | • Lockout/Tagout |
| • Driver Safety | • Machine Guarding |
| • DOT Hazardous Materials Shipping | • OSHA General Industry 10- and 30-hour courses |
| • Emergency Evacuation | • OSHA Construction 10 and 30-hour courses |
| • Excavation and Trenching | • Pandemic Preparedness |
| • Fall Prevention/Scaffolding – Awareness | • Personal Protective Equipment |
| • Fall Protection – Authorized Person | • Respiratory Protection |
| • Fall Protection – Competent Person | • Risk Assessments |
| • Forklift Operations | • Safety Committee Certification |
| • Fire Prevention | • Scaffolding – Competent Person Programs |
| • Flagger Safety | • Spill Prevention (HAZWOPER) |
| • Hand and Portable Power Tools | • Trenching and Excavation – Competent Person |
| • Hazard Communication/GHS | • Walking and Working Surfaces |
| • Hazardous Materials Shipping | • Welding and Hot Work |
| • Hazardous Waste Management | • Working Alone |
| • Hearing Conservation | |

CMI is committed to minimizing travel expenses and will accomplish this by:

- Using consultants from our closest office which are spread across the Commonwealth
- Requiring consultants to travel together, whenever possible
- Offering training through webinars
- Coordinating ad hoc travel with visits to other clients to share travel-related expenses

F. Industrial Hygiene Services *Consultants performing these services shall have or be able to procure all necessary tools, equipment, resources, and labs to perform testing at any work*

location, in any county, within the Commonwealth within two (2) business days and results provided within five (5) business days of the test; refer to Appendix B – Examples of Services located in the Buyer Attachments provides a list of services that may be requested. In some cases, the consultant may be required to review, interpret, and explain results of tests performed by other firms.

1. Describe the selected Offeror’s capability to do the work by providing examples of this type of work that have routinely been performed for other clients. Although there is no requirement for the consultant performing sampling or exposure monitoring to be a Certified Industrial Hygienist, the work must be reviewed for quality assurance by a consultant maintaining the certification. In addition, applicable certifications or licenses would apply for work in specific areas such as with asbestos and lead. State whether consultants have applicable certifications to do this work;

CMI has a full-service inhouse Industrial Hygiene Services Group that successfully delivers services to hundreds of clients annually. All of our industrial hygiene projects are overseen and reviewed for quality assurance by one of our three CIHs. We maintain current training, licenses and certifications for inspections, risk assessments and project planning for asbestos and lead in Pennsylvania and the City of Philadelphia. We also maintain specialized equipment in-house that enables us to quickly deploy to conduct exposure monitoring for chemicals and noise, indoor air quality assessments, air sampling during asbestos abatement and lead-based paint testing.

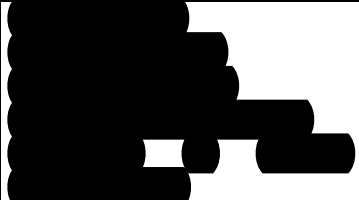
Our Industrial Hygiene Service group includes three (3) CIHs and a team of specialists and technicians with experience in all facets of Industrial Hygiene. Our team maintains all applicable certifications and licenses from the Commonwealth of Pennsylvania and the City of Philadelphia. We have personnel with these

CMI’s Pennsylvania IH group includes three Certified Industrial Hygienists (CIH) and a team of specialists and technicians to meet all of the commonwealth needs.

certifications in each office to perform the services that may be requested by the Commonwealth, including asbestos and lead-based paint certifications. Because of the strategic geographical deployment of these personnel and equipment resources, we are able to provide requested services to any county in the Commonwealth within forty-eight (48) hours.

We have performed thousands of industrial hygiene assessments in numerous commercial, industrial and institutional facilities in the public and private sectors. In any work week, CMI is executing multiple industrial hygiene projects. Examples of typical industrial hygiene services provided under long-term contracts are presented below:

Clients Served	IH Project Type
<p>[REDACTED]</p>	<p><u>Indoor Air Quality and Water Damage Assessment</u></p> <p>CMI has long-term contracts with numerous clients to address building-related indoor air quality issues in a wide variety of facilities across Pennsylvania. This includes performing assessments to evaluate potential health risks, identifying sources of concern, collecting relevant air samples, analyzing and reviewing results, providing recommendations for control and assisting to oversee and monitor remedial activities.</p> <p>CMI prepares reports with sample results, findings, conclusions and recommendations for mitigation. Reports are often presented during meetings with representatives from management as well as employees. In some cases, CMI provides expert witness testimony in deposition for workers' compensation claim defense.</p>
<p>[REDACTED]</p>	<p><u>Comprehensive IH Assessments</u></p> <p>CMI is an approved contractor to provide industrial hygiene services for [REDACTED] maintenance facilities. We have conducted assessments at over 200 facilities in the past five (5) years to include:</p> <ul style="list-style-type: none"> - Air sampling for dust, metal fumes and solvents vapors - Evaluation of exhaust ventilation and other controls - Evaluations of lighting/illumination - Indoor air quality assessments - Evaluation of hearing protection and respiratory protection - Assessments of lead-based paint (LBP) and asbestos containing materials (ACM) <p>At the conclusion of each project, CMI prepares a comprehensive report that undergoes review by a CMI CIH and client CIH.</p>
<p>[REDACTED]</p>	<p><u>Asbestos Abatement Support</u></p> <p>CMI provides asbestos abatement air monitoring during a wide variety of abatement projects. CMI is responsible for collecting air samples during the asbestos abatement work and ensuring abatement contractors comply with the contract specifications and federal and state regulations.</p>
<p>[REDACTED]</p>	<p><u>Indoor Air Quality Assessments</u></p> <p>CMI performs routine indoor air quality (IAQ) assessments at the company's sites in Pennsylvania and North Carolina to ensure the health and comfort of building occupants. The IAQ assessments include air sampling for mold spores, airborne particulates, and IAQ indicators (including carbon dioxide, carbon monoxide, temperature and relative humidity). CMI performs the assessments twice each year to coincide with the start of the heating and cooling seasons to ensure no factors are present that could have a negative impact on air quality. CMI tracks all of the collected data over time to ensure that no trends are identified that could degrade air quality in the buildings.</p>

Clients Served	IH Project Type
	<p><u>Chemical Exposure Assessments</u> CMI routinely conducts chemical exposure assessments for our clients in the manufacturing, logistics, chemical, food, semiconductor and healthcare sectors.</p>

2. Reports must be produced to document findings and recommendations. Meetings with management, employees, landlords, and union officials may be required to explain the results and to show evidence of industry standards for normal exposures. Identify experience in preparing reports of findings and in conducting such meetings;

Upon completion of industrial hygiene assessments, CMI prepares a formal written report that includes the following:

- Summary of assessment and findings
- Problem definition and background
- Sampling methods, equipment and calibration procedures
- Findings and recommendations for improvement (if warranted)
- Conclusions based on industry standards (OSHA, ACGIH) or normal indoor air quality conditions
- Sample data, laboratory reports, field data sheets and calibration records

All work is performed under the direction of a CIH and reports are reviewed for quality assurance by the CIH prior to issuance. CMI generally submits draft reports in draft form to enable clients to review and comment on the reports and their findings. After the content of the draft report has been agreed upon, CMI will issue the final report.

Once a report has been finalized, CMI will work with the client to determine whether a further communication plan is necessary, such as:







- Notification of employees about the results of the assessment. These notifications are generally provided as brief memos and/or informal meetings.
- Presentations to management on the impacts of the sampling results on the organization. These communications can include supplementary executive reports, informal meetings or formal meetings/presentations.
- Presentations to union or employee representatives regarding the impacts of the sampling results. These communications can include informal meetings or formal meetings requiring a presentation. Due to the sensitive nature of these communications, CMI generally requests that our client management be involved in the planning of content and communication messages for such meetings.
- Presentations to building owners or outside parties. These communications can include supplementary reports, informal meetings or formal meetings/presentations.
- Communications with legal staff regarding workers' compensation claims and claims defense. Due to the sensitive nature of these communications, all communications regarding workers' compensation claims will be handled by a CIH.

CMI has extensive experience in communicating industrial hygiene survey results to all types of audiences and in all forums. When additional follow-up communications are requested, the types and methods of communication will be agreed upon with the client. Furthermore, all supplementary communications made to internal client personnel or third parties will be reviewed and approved by a CIH. CMI believes these steps are critical to ensure the accuracy and

consistency of the message, as well as ensure that the message is delivered clearly and in a manner that is consistent with our clients' policies and procedures.

3. *Development of the scope of work or the provision of quality assurance for remediation efforts may also be requested. Provide examples of similar services provided for other clients;*

CMI personnel have the necessary state licenses to develop remedial action scope of work plans and provide quality assurance oversight and clearance for the safe removal of asbestos, lead, mold and other contaminants. Examples of relevant projects are provided below.

Client	Project Description
	<p><u>Asbestos, Lead and Mold Abatement Oversight</u> CMI routinely develops specifications for the abatement of asbestos, lead and mold containing materials and assists in the selection of contractors and progress meetings during major renovation projects. We provide quality assurance oversight to ensure compliance with the specifications and ensure the health and safety of workers, students and staff.</p>
	<p><u>Mold Remediation Oversight</u> Mold remediation planning and oversight in several  buildings following the discovery of mold growth due to excessively high humidity levels. This included performed air sampling and conducted visual inspections in the  buildings to evaluate the potential health risks and to identify the extent of mold growth on affected building surfaces. This was followed by preparation of a professional report with sample results, findings, conclusions and recommendations. CMI also supported the remediation efforts by providing oversight of the contractor to ensure that work was performed safely and in accordance with the specification. At the conclusion of the remediation, CMI prepared a final closure report for the .</p>
	<p><u>Asbestos Inspection, Maintenance Planning and Oversight</u> An annual re-inspection of friable asbestos materials was performed throughout an 11-building research center. Due to observed delamination of fireproofing, CMI developed a project plan to mitigate potential asbestos-containing materials (ACM) hazards by removing accumulated dusts from the interstitial spaces above the drop ceilings. Two-hour annual awareness training was provided to maintenance, health and safety and management staff prior to the initiation of the clean-up activities. CMI then provided quality assurance and oversight during the cleaning of dust in ceiling spaces to allow safe access for maintenance personnel.</p>

Client	Project Description
<p>[REDACTED]</p>	<p><u>Asbestos Abatement Oversight</u> CMI provides [REDACTED] with ongoing IH services during various campus renovation and construction projects. This includes initial hazardous materials surveys all the way to asbestos, lead paint and PCB abatement services. This routinely includes quality assurance and remediation specification support. CMI is responsible for collecting air samples during the asbestos abatement and ensuring abatement contractors comply with the contract specifications and federal and state regulations.</p>
<p>[REDACTED]</p>	<p><u>Quality Assurance/Quality Control (QA/QC) Asbestos Assessment Services</u> CMI implemented a QA/QC program for asbestos assessment services at the [REDACTED]. The QA/QC program included the verification of materials inspected during the survey and the condition of those materials in ten percent of the buildings inspected. The verification inspection was performed by an Asbestos Management Planner and included renovated buildings and buildings that have not been renovated. The inspection reports and database entries were reviewed by a CIH to ensure quality and accuracy.</p>
<p>[REDACTED]</p>	<p><u>Mold Remediation Oversight</u> CMI performed comprehensive mold surveys in a large [REDACTED] building and other supporting areas of the [REDACTED] following a water intrusion event and persistent high humidity levels. CMI conducted area air sampling for mold spores to evaluate the potential health risks in the affected areas. In conjunction with the testing activities, CMI also performed visual inspections of the pipe tunnels to identify the extent of mold contamination. CMI prepared a professional report with sample results, findings, conclusions and recommendations. CMI worked closely with the [REDACTED] and its remediation contractor to ensure that an appropriate plan was developed for remediation and restoration. During the remediation, CMI provided oversight of the contractor to ensure that work was performed safely and in accordance with the specification. A detailed final report was prepared at the conclusion of the project.</p>
<p>[REDACTED]</p>	<p><u>Abatement Oversight</u> CMI provided project oversight and quality assurance during the abatement of [REDACTED] and the remediation of mold contaminated drywall on all of the exterior walls of a large office building. CMI monitored contractor work practices and engineering controls throughout the project to ensure compliance with specifications and the health and safety of the building occupants. At the conclusion of each phase of work CMI visually inspected each work and collected final clearance air samples. At the conclusion of the project CMI prepared a professional report with sample results, findings and conclusions.</p>

Client	Project Description
<p>[REDACTED]</p>	<p>Asbestos Remediation Project Planning and Oversight Asbestos investigation was performed and a [REDACTED] Asbestos Inspection Report was prepared to identify [REDACTED] which would be impacted during partial roof demolition and building alternations of two large buildings at this [REDACTED] supply facility. One building had a partially collapsed roof that required structural repairs and the other building required retrofitting to house the collapsed building’s occupants during renovations. Prior to the three-phase project, a formal remediation project plan was developed. According to the plan, project inspection oversight was provided during all abatement activities in these areas involving pipe insulation and flooring.</p>
<p>[REDACTED]</p>	<p>Asbestos and Lead Abatement Oversight CMI provides the [REDACTED] [REDACTED] [REDACTED] with environmental, health and safety consulting services. The services include asbestos and lead inspections, abatement specifications and the oversight of asbestos and lead abatement projects.</p>

4. Explain methods used for ensuring that all testing equipment is in good working order and calibrated.

All testing equipment is subject to routine calibration before and after use as well as annually by an approved factory calibration and equipment maintenance firm. Our calibration equipment is serviced and factory calibrated on an annual basis according to manufacturer recommendations.

5. Provide recommendations for minimizing travel expenses.

CMI’s IH team is distributed among our regional offices for cost effective delivery of services. Because of the strategic geographical deployment of these personnel and equipment resources, we are able to provide cost effective services to any county in the Commonwealth. We will use the most local resource to conduct the project. CMI is committed to minimizing travel expenses and will do this by:

- Using consultants from our closest office which are geographical spread across the Commonwealth
- Requiring consultants to travel together, whenever possible
- Coordinating travel with visits to other clients to share travel-related expenses

G. Environmental Consulting Services. *This procurement will cover occupational safety and health. However, on occasion, issues arise that cross into environmental safety. These types of services are requested infrequently. Describe the expertise that could be provided to the Commonwealth for assessments, research, and advice on these issues.*

CMI maintains a full-service environmental consulting group with expertise to support any environmental issue facing the Commonwealth. Our environmental team consists of:

- Professional Engineers (PE)
- Professional Geologists (PG)
- Environmental Scientists
- Certified Hazardous Materials Managers (CHMM)

- Certified Professional Environmental Auditors (CPEA)

This team provides assessment, research and guidance on the following environmental issues:

- Air quality compliance
- Acquisition/divestiture due diligence
- Environmental management system (e.g., ISO 14001)
- Emergency Planning and Community Right-to-Know Act (EPCRA)
- Spill prevention, control and countermeasures (SPCC) plans
- Preparedness, prevention and contingency (PPC) plans
- Phase I and II site assessments
- Residual and universal waste
- Soil and groundwater contamination
- Storage tanks (UST/AST) registration and removal
- Hazardous waste management/reporting
- Waste minimization reporting
- Water quality compliance
- Stormwater and Wastewater permitting/sampling

H. Approval Process. *While most of the work should be done by the full-time safety personnel, safety coordinators, OA or an agency may request ad hoc, industrial hygiene or environmental safety services based on needs they identify or based on recommendations of an on-site safety professional. This could include services when several work projects are occurring at one time or when a specific level of expertise is needed. A plan for completing any services beyond the day- to- day program management activities shall be developed prior to seeking approval. Services are expected to be completed within timeframes agreed upon in the plan. In certain cases, for emergency requests or requests that relate to other projects and that have specific deadlines, OA will dictate the timeframes and expect the consultant to meet such timeframes. Tasks not completed on time will be monitored.*

1. For projects that will take less than one (1) calendar month to complete, the On-site OA Safety Professional, on-site safety professional or ad hoc personnel will be required to document any steps or tasks to be completed and the completion date in an e-mail to the safety coordinator, agency executive or OA (as appropriate) within one week from the request or when the activity is recommended by the safety professional for non-requested items. Explain the process that will be used to obtain approval before work begins;

For projects that will be of short duration, such as approved training courses or short duration site assessments, an email will be provided to the requestor within three (3) days identifying who will conduct the work and anticipated dates. A service plan will be developed and reviewed by the Commonwealth Safety Program Manager and then approved by the agency contact. The Commonwealth Safety Program Manager will be notified of the project prior to the commencement of the project. All industrial hygiene and environmental work will be approved by the Commonwealth Safety Program Manager.

2. For projects that will take longer than one (1) month to complete, consultants shall produce project plans for the work that will be performed. Such plans shall be approved by the appropriate Commonwealth employee. Project plans shall include at least a description of the task, who will complete the task, the anticipated end date for the task, the identity of any Commonwealth employees needed to complete the task, and the involvement needed from Commonwealth employees to complete the task. Explain the processes that will be used to properly plan and meet all deliverables;

CMI will assign an On-site OA Safety Professional to coordinate the receipt, logging, planning and delivery of all ad hoc safety, industrial hygiene and environmental service requests. This person will work with the Account Manager and the applicable CMI department managers for safety, industrial hygiene and environmental to ensure the effective planning, estimating and delivery of the requested services.

Requests for services will be sent to the On-site OA Safety Professional who will ensure the appropriate CMI resources are identified and deployed. For longer duration projects (i.e., those that last longer than one month) or projects requiring more than (twenty-two and one half 22.5 hours of consulting time, CMI will prepare a project plan that includes the items included in the current service request project plan. Project plans will be reviewed by the On-site OA Safety Professional and the Commonwealth Safety Program Manager prior to submission to the requestor.

To ensure that all projects are completed in accordance with agreed upon timeframes, an On-site OA Safety Professional will track each request by documenting the request date, agency, project description, responsible consultant, safety coordinator and Commonwealth Safety Program Manager approval dates, estimated completion date and actual completion date. This will allow for easy preparation of monthly status reports, invoices and backup documents. This report will be submitted to the Commonwealth Safety Program Manager and On-site OA Safety Professionals on a weekly basis.

3. Explain what consultant supervisory review will occur before a plan is submitted to the safety coordinator, agency official or OA.

All plans will be reviewed by the designated ad hoc consultant's manager and the designated On-site OA Safety Professional, prior to submission to the safety coordinator, agency official or OA.

4. Requests for industrial hygiene services must be addressed within five (5) business days with emergency requests addressed within 48 hours. Provide the typical response time that is provided to other clients.

The typical response time to conduct industrial hygiene site assessments is less than five (5) days for non-urgent assessments and within forty-eight (48) hours for emergency requests. Verbal assessment results and recommendations are provided prior to leaving the site, if requested. Based on the nature of the concern, analytical results are available within two hours for on-site microscope analysis and up to fourteen (14) business days for certain bacteria or allergen testing protocols. CMI will work closely with the requestor to develop a service plan that meets the needs of the client, considering the technological availability of approved sampling protocols.

For the analysis and reporting of laboratory results, CMI's contract laboratories offer standard laboratory analysis turnaround times ranging from three to ten business days. They can also accommodate rush laboratory analyses with turnaround times ranging from three (3) to twenty-four (24) hours (depending upon the type of analysis requested). For asbestos abatement projects where areas need to release in an expedient fashion, CMI provides on-site analysis using a Phase Contrast Microscope to provide turnaround of results within two hours.

There are some industrial hygiene requests related to indoor air or water intrusions where analysis is not available within the timeframes requested. Typical turnaround times offered by laboratories for these contaminants include:

- Legionella bacteria – 14 business days
- Culturable fungi – 7 business days
- Culturable bacteria – 7 business days
- Sewage screens – 4 business days

- Allergen screens (ELISA method) – 14 business days
- Characterization of unknown dusts – 14 business days

5. The use of any ad hoc personnel, industrial hygiene professionals and work for environmental issues must be approved by the agency making the request and OA. OA or its designee will approve or disapprove the services typically within five (5) days or less. Identify best practices for securing approvals in advance of the work being performed.

For projects approved by the Commonwealth Safety Program Manager, the Lead On-site OA Safety Professional develops an understanding of the specific need of the agency and documents it in a service plan. The service plan is provided to the ad hoc or industrial hygiene manager for review and a cost estimate. Once this is approved by the On-site OA Safety Professional, they submit the service plan to the Commonwealth Safety Program Manager for review and Agency Safety Coordinator for approval. All service requests are tracked to completion by an On-site OA Safety Professional and shared weekly with OA Safety Program Management and On-site OA Safety Professionals.

I. Communication *It is important that regular communication occurs at all levels of the selected Offeror's organization as well as with those involved from the Commonwealth. The selected Offeror shall:*

1. Participate in in-person meetings with OA that include the Account Manager at least monthly during the first six (6) months and quarterly thereafter. Please describe how you will work with OA in developing the agenda for the meetings.

The Account Manager will participate in meetings as requested by the Commonwealth Safety Program Manager. Agendas will be developed based on current and future plans and goals. If desired the agenda may include:

- Staffing needs and recruiting progress
- New or revised processes
- Deliverable timelines
- Ad hoc projects
- Budget and spending
- Issue resolution

2. Ensure customer service is at its highest level, communications from the safety coordinator, agency executives, and OA are expected to be responded to within two (2) business days. Explain how this shall be ensured.

CMI has a written professional etiquette policy that requires communications including emails and phone calls be responded to within twenty-four (24) hours. Even if the receiver does not have the requested information, they are instructed to provide a response within twenty-four (24) hours that includes a status update and timeline for when the requested information will be provided.

We also require that when a CMI employee will not be checking voicemail or email for more than one day, an out of office message be placed in their email with the contact information for a backup should the matter require immediate attention.

The professional etiquette policy is provided to all contract staff (CMI and subcontracted employees) during new employee orientation. We will notify agency and OA personnel to expect

this level of service and to notify the Commonwealth Safety Program Manager or Account Manager, as appropriate, if this standard is not being met.

During routine status meetings with OA and safety coordinators, CMI will solicit input on how we are meeting the reporting and communication standards and will resolve any concerns immediately upon notification.

- 3. Proactively inform OA when problems or issues are identified. Explain the types of issues that will be brought to the attention of OA, the method of notifying OA (e-mail, phone, letter, log), and the frequency for such notification.*

Examples of the types of issues that will be brought to the attention of OA include:

- Roadblocks or obstacles that would prevent CMI from meeting contract requirements or agreed upon deliverable due dates
- Disagreements between CMI and agency personnel on appropriate steps to implement procedures, training or safety work processes
- Delays related to ad hoc and industrial hygiene requests
- Issues that would prevent on-site personnel to report to work for more than three days
- Notification of resignation of key personnel

Issues will be reported to the Commonwealth Safety Program Manager or designee via e-mail within forty-eight (48) hours and written corrective action reports will be provided, if deemed necessary by the Commonwealth Safety Program Manager.

- 4. Keep the safety coordinator involved in the plan for safety improvements. Explain how safety coordinators will be kept informed of the work performed for the agency.*

Safety coordinators will be involved in the established progress meetings to discuss the safety action plans. Recommendations will be discussed with the safety coordinator prior for review and input prior to implementation. Additionally, the safety consultants will be required to provide a weekly log to the Commonwealth Safety Program Manager, On-site OA Safety Professionals, the Agency Safety Coordinator and others within the agency deemed necessary that describes the actions completed and significant issues identified in completing the plan or any other activities requested of them by agency personnel. Weekly check-in calls/meetings between the assigned On-site OA Safety Professional and On-site Agency Safety Professionals will occur. Periodic meetings with the Commonwealth Safety Program Manager, assigned On-site OA Safety Professional, Agency Safety Coordinator and On-site Agency Safety Professional will occur to discuss the status of action plans and areas of assistance.

- 5. Identify the role of the consultants in assisting the safety coordinators in the identification and development of annual goals and objectives.*

Consultants will assist safety coordinators to identify and develop annual goals and objectives in accordance with the requirements outlines in Element D: Goals and Objectives and OA established goals. In addition to assisting to understand safety program weaknesses, consultants will coordinate efforts to effectively implement established goals and objectives. Certain tasks will be conducted by the On-site OA Safety Professionals to support the global safety program and others by OA and On-site Agency Safety professionals to assist Agency Safety Coordinators. Assistance will include:

- Providing a safety coordinator training program to review the goals and objectives development process as well as methods to gain leadership approval, communicate to management and track progress.
- Analyzing Commonwealth-wide data and recommending/communicating global injury reduction goals as well as global safety improvement plan objectives.
- Providing injury trends on a quarterly basis including top causes.
- Reviewing programs to reduce top injury types and recommending improvement objectives such as more detailed hazard assessments, procedure development or modification, training programs development and delivery and ongoing program review elements.
- Documenting goals and objectives and assisting to prepare data to help gain approval from leadership.
- Communicating goals and objective through the management team to all employees.
- Developing safety scorecards specific to agency needs.
- Collecting goals and objectives data on a biannual basis and using this data to identify service needs and resources for agencies who are struggling to meet goals.

J. Data Management. *All data and information shall be maintained in a secure fashion. All data and work products are and shall be the property of OA. The selected Offeror shall provide all services, using security technologies and techniques in accordance with industry best practices and the Commonwealth's security policies, procedures, and requirements, including those relating to the prevention and detection of fraud and any other inappropriate use or access of systems and networks. The selected Offeror shall have appropriate controls in place to protect critical or sensitive data and shall employ stringent policies, procedures, and best practices to protect that data particularly in instances where sensitive data may be stored on the selected Offeror's controlled or owned electronic device. The selected Offeror shall:*

1. *Ensure confidentiality and privacy of individual employee data. Describe policies, procedures, and methods used to prevent, identify, and act upon breaches of confidentiality or privacy.*

Each CMI employee enters into a non-disclosure agreement when they begin work with CMI. This agreement establishes their ethical obligations concerning the welfare and privacy of our internal, customer and business partner data. This policy and its strict enforcement are an important aspect of the consultative services since we often require access to confidential data to perform services. Consequences of violations of this policy will be documented and can lead to disciplinary action up to and including dismissal. Upon notification of resignation, CMI follows a separation procedure that includes limiting access to confidential data. In addition, Commonwealth contract employees are notified upon hire that they have an obligation to protect individual employee data they may have access to which includes limiting printing and copying of such data.

To prevent the unauthorized access and use of client data saved on CMI servers, our in-house IT department incorporates the following methodologies as a routine part of our management system:

- Each client data file that is designated as sensitive or confidential is protected by a password that is available only to designated employees as specified by the client.
- Such data is identified and resides in a separate and secured system that is not accessible to CMI employees without the proper clearance.
- Secured data files are protected by an alert system which notifies the designated IT and client manager in the event of an unauthorized breach.

- Data is protected from third party access through various systems such as firewalls, password encryptions and monitoring software.

In addition, to ensure compliance with CMI policies and procedures, each CMI employee is notified that their company network and internet activities are periodically monitored and to limit their activities accordingly. Management reserves the right to examine e-mail, personal file directories, web access, phone usage, voicemail and other information stored on CMI equipment, servers, computers and laptops, at any time and without notice. This examination ensures compliance with internal policies and assists with the management of CMI information systems. Employees are prohibited from utilizing personal computers or connecting them to CMI electronic systems or network unless expressly permitted by a senior manager and the IT Department. Any employee utilizing a personal computer or imaging device for work related activities is subject to inspection and analysis of any files, other data or data storage media that may be within or connectable to the personal computer in question. Violation of this policy, or failure to permit an inspection of any device covered by this policy, shall result in disciplinary action, up to and including immediate termination of employment.

To ensure compliance with this policy, routine reviews of the system are conducted by senior management. These reviews include testing the degree of compliance with usage policies and security/monitoring systems. Further, periodic reviews will be conducted to ensure the appropriateness and the effectiveness of usage policies. These reviews may result in the modification, addition or deletion of usage policies to better suit our customer's information needs.

2. Identify any data systems that would be used to create measures or metrics, understanding that full cooperation from the workers' compensation claims administrator is expected to provide all needed data fields. If no additional systems are recommended, explain the approach for obtaining the needed data.

A Commonwealth scorecard is developed monthly and distributed to agency leadership and safety coordinators quarterly. The scorecard compares total workers' compensation claims and costs this FY to the same timeframe last FY. The scorecard also identifies top injury causes and has a month-by-month breakdown of the number of total injuries and indemnity claims per month. The scorecard is developed by an On-site OA Safety Professional who uses data files provided by the Commonwealth's third-party administrator. CMI developed an Access database that analyzes the data and produces a scorecard.

CMI has also created a variety of databases to assist the agencies we support to create customized injury analysis reports that are distributed to promote safety initiatives. These reports assist agencies such as the Department of Human Services (DHS) to provide scorecards that show trends as they relate to year-over-year safety program progress. We work closely with safety coordinators and various management personnel prepare and distribute reports to agency leadership. CMI also customizes reports to fit the needs or request of agencies. For example, leadership at a DHS State Hospital requested a breakdown of patient related vs. non-patient related injuries monthly and CMI was able to develop these reports to meet the need of not only that State Hospital but all the Mental Health and Substance Abuse Services, Office of Developmental Programs and Youth Development Centers 24/7 facilities. Many other agencies have injury data reports and/or scorecards distributed on an established timeframe; such as, Department of Health and Department of Corrections on a monthly basis and State Police, Probation and Parole and Conservation and Natural Resources quarterly.

As a way to better communicate claims and indemnity rate goal achievement, CMI can develop a more robust and frequent report. If CMI receives each agency calculation, hours worked and other necessary information for determination of the newly established accepted claims and indemnity rate goals, we could develop a quarterly scorecard/data report which shows agency progress. CMI has information technology professionals available to assist in this potential endeavor.

- 3. Not provide data from this Project to anyone, including a subcontractor, without the permission from OA. All data is the sole property of the Commonwealth.*

CMI is fully aware that all data from this project shall not be provided to anyone including a subcontractor, without the permission of OA and that all data is the sole property of the Commonwealth. All CMI subcontractors will be required to agree to the conditions of CMI's subcontractor agreement which includes a comprehensive non-disclosure agreement.

- 4. Promptly notify the Commonwealth of, and be liable for, any data breach; such liability shall include both the activities and costs, including consequential and incidental damages, associated with a data breach under HIPAA, state law, or any other applicable law, including the costs associated with notification, mitigation, and credit monitoring.*

As described above, CMI has significant protocols in place to minimize the potential for data breaches and will limit the data viewable to CMI and subcontracted employees. However, should such a breach occur due to CMI's involvement, CMI will notify the Commonwealth and will be liable for any breach, including consequential and incidental damages, associated with any data breach under Health Insurance Portability and Accountability Act (HIPAA), American Recovery and Reinvestment Act (ARRA), state law or any other applicable law, including the costs associated with notification, mitigation and credit monitoring.

I-5. Training.

The selected Offeror is expected to keep OA and safety coordinators up to date on broad safety changes that could affect Commonwealth employees as well as general educational training about specific safety protocols or procedures for required elements of the AIPP. In addition, the selected Offeror shall choose to provide initial training to safety coordinators as part of its transition plan.

- 1. Recommend training or general education to be provided to agency safety coordinators and OA personnel at the beginning of the contract and throughout the contract; do not include training for the general employee population. Include the personnel to be trained, the number to be trained, duration of the program, place of training, curricula, training materials to be used, and number and frequency of sessions.*
- 2. The selected Offeror will be asked to develop some electronic training courses to be provided through the Commonwealth's on-line training system for all employees.*

CMI will continue to develop and deliver a wide variety of training programs and seminars focused on injury reduction and enhancement of the workplace safety culture. We will work closely with the Commonwealth Safety Program Manager to plan, coordinate and schedule trainings and will prepare all communications, materials, handouts and processes to be delivered.

Contract Kickoff Meeting: An initial meeting will be held with all agency safety coordinators and support staff (approximately 60 attendees) to provide an update on the new contract. Available CMI resources to support program improvements will be discussed, including available ad hoc services such as industrial hygiene and a discussion of focus areas such as, leadership engagement and accountability. The meeting will be held within the first quarter of the contract, will be in a PowerPoint webinar format and take slightly less than an hour. Two sessions will be offered for coordinators to choose from to better accommodate their schedules.

Annual Meetings: All agency safety coordinators and support staff (approximately 60 attendees) will be invited and encouraged to attend annual safety meetings. These meetings will discuss successes, training needs, initiative progress or provide trainings on topics requested. An example of a topic presented during this type of meeting could be the development, communication and the importance of safety goals and objectives. These annual gatherings would take approximately an hour and be in PowerPoint format, be provided in person in the Finance Building and via webinar (one of each format will be offered to better accommodate schedules and coordinators not central to Harrisburg).

Agency Specific Conference Calls: CMI recommends larger agencies with safety staff at worksites hold periodic conference calls to discuss agency-specific trends, goals and objectives and training needs or actual trainings can be provided during this time. These calls provide an opportunity for worksite safety staff to learn and enhance their skillset. Agencies these calls would benefit may include: Conservation and Natural Resources, Health, State Police and Human Services. For example; Department of Human Services calls would include the Institutional Safety Managers for the 24/7 facilities while a separate call would be held with County Assistance Office safety contacts. The duration of these calls would vary but range from 20 minutes to an hour. Frequency of calls would depend on need but could range from quarterly to twice a year. An agenda would be developed prior to the call with review/input from the Commonwealth Safety Program Manager and applicable agency contacts.

Technical Training Programs: CMI recognizes the need for expertise in training of technical topics for certain groups of employees that may not be applicable to the general employee population and therefore will offer in-depth technical training services to those with safety responsibilities of staff involved in these types of operations, training staff and/or support teams. Technical training topics which will be offered include end user trenching/excavation, confined space, scaffolding, respiratory protection, fall protection and powered industrial truck. Twice a year, technical training topics will be offered in person in Harrisburg or regionally (dependent upon need); there will be two sessions per topic offered each year. For example: There may be trenching/excavation and confined space trainings each offered twice throughout the year. The format of these trainings will be in person courses via PowerPoint and hands-on as applicable (such as having participants bring their fall protection harnesses and discuss proper use/fit of each participant's harness). Each class could hold up to 30 people depending on the topic and would be held in the Finance Building if held in Harrisburg. Depending upon the topic, the course could range from two (2) to six (6) hours.

Electronic Training: CMI has vast experience creating electronic training for Commonwealth employees. We understand the procedure, requirements and needs of the Commonwealth training resources and have worked closely with OA LSO resources to deliver these courses. Several current CMI employees working with the Commonwealth attended a day long Commonwealth-provided training which allows them to schedule existing courses and enroll attendees. Throughout the course of CMI working with the Commonwealth, we have successfully developed the below electronic trainings for Commonwealth staff:

- Slip, trip and fall prevention

- Preventing lifting and back injuries
- Office ergonomics for employees
- Office ergonomics assessment process
- Employee safety awareness
- Coaching safe behaviors
- Importance of safety/injury repeater
- Incident investigation – initial investigation
- Incident investigation – root cause and corrective actions
- Preventing safety complacency
- Right-to-Know, chemicals in the workplace
- Safety committee refresher
- Building evacuation team
- Safe driver
- Safety training for senior leaders
- Supervisor safety awareness

I-6. Reports and Project Control.

A. Reports

1. **Standard Management Reports.** *To monitor the Project, the selected Offeror must provide standard management reports at regular intervals to monitor activities performed by the consultants. The selected offeror must also assist with workers' compensation statistics, and goals and objectives. Generally, any requested report is due within two days of the end of the reporting period. Any reports provided to OA must be summary in nature and also have agency specific details. Reports shall be available in a Microsoft Word format, readable/writable PDF format or Microsoft Excel format, as requested. Also, please identify measurements that have been effective in monitoring progress of safety initiatives in other organizations you have provide safety services for.*
2. **Activities.** *Consultant activities are reported at the end of each week to the assigned agency safety coordinator, OA safety team, and OA Safety Program Manager weekly.*
3. **Notification Reports.** *The selected Offeror must provide notification reports when staff or subcontractors change, when there are staff performance concerns, and when major safety issues arise within an agency or organization. These may not necessarily be reports provided at regular intervals. Notifications may be made via e-mail to OA within two (2) business days or by a weekly log.*
4. **Administrative Fee Reports.** *Along with bills for the selected Offeror's administrative fees, reports showing the details of services and expenses must be provided to receive payment. All reports and bills shall be submitted directly to OA. Reports shall be available in either a readable/writable PDF format or Microsoft Excel format.*

Offeror shall provide samples of the above reports with their Technical Response.

Standard Management Reports: CMI currently provides standard management reports as part of our contract with the Commonwealth. Monthly e-mail updates are provided to the

Commonwealth Safety Program Manager which include an item conducted that month regarding injury prevention/enhancement of the safety culture for agencies with consultant focus. These monthly updates are provided towards the end of each month. Department of Human Services, Department of Corrections, Department of Health, Pennsylvania State Police, Probation and Parole and Department of Conservation and Natural Resources have monthly/quarterly injury data reports that are developed and distributed accordingly towards the beginning of the indicated timeframe. Additionally, an OA Safety consultant develops the Commonwealth scorecard monthly, which measures workers' compensation statistics. CMI also assists with goals and objectives reporting by distributing the template safety coordinators are required to complete and by tracking agency submissions; including following-up with safety coordinators if submissions are not adequate.

Activities: CMI consultants on the current Commonwealth contract provide weekly logs outlining activities and services provided each week. These are submitted by all consultant by noon each Monday with distribution to Commonwealth Safety Program Manager, OA safety consultants, applicable agency safety coordinators and others in the agency who wish to be included in the distribution. CMI will continue to provide weekly logs in the same manner.

Notification Reports: Within two business days, the Commonwealth Safety Program Manager will be made aware via e-mail of when staff or subcontractors change, when there are staff performance concerns and when major safety issues arise within an agency or organization. Written corrective action reports will be provided if deemed necessary by the Commonwealth Safety Program Manager.

Administrative Fee Reports: CMI will provide administrative fee reports directly to OA in a readable/writable PDF format or Microsoft Excel format. The Account Manager will review these reports prior to submission to ensure data is accurate. Samples of these reports can be found in Appendix D.

B. Project Control

- 1. Bureau of Workers' Compensation Self-Insurance Requirements.** *The selected Offeror must provide to the OA all data to file and maintain the Commonwealth's workers' compensation self-insurance AIPP report in the format requested by the Bureau of Workers' Compensation, including but not limited to the annual self-insurance renewal application which includes AIPP information for each agency. Offeror shall explain previous experience in producing such self-insurance information.*

CMI currently prepares and submits this data for the Commonwealth and several other large Pennsylvania self-insurance groups. We have over fifteen (15) years of experience preparing these reports and submitting this data to the Bureau of Workers' Compensation. We will continue to prepare and submit all applicable reports.

- 2. Meetings.** *The selected Offeror, or as appropriate its subcontractors, shall be available for in person meetings or classroom training when requested. The content, meeting location and date will be discussed and mutually agreed upon by OA and the selected Offeror.*

The Offeror shall acknowledge its understanding of the scheduling of meetings and classroom training.

CMI and our subcontractors acknowledge we will be available for in person meetings or classroom training when the content, meeting location and date has been discussed and mutually agreed upon with OA.

I-7. Quality Control Plan.

The Offeror shall have a quality control plan with procedures to monitor their service quality, including methods for monitoring, identifying, and correcting deficiencies in service. Offeror shall provide their quality control plan in this Technical Response.

The work products of the On-site Agency Safety professionals will be monitored by the On-site OA Safety Professionals to ensure consistency across all agencies. At times, On-site OA Safety Professionals may review other On-site OA Safety Professionals work products as well. The On-site OA Safety Professionals will provide each On-site Agency Safety Professional with a week-long orientation that includes a detailed review of the Commonwealth safety programs and methods used to support agency safety coordinators to implement new or revised programs. Information and guidance will be provided in the following areas:

- Overview of Commonwealth self-insurance program
- CMI and OA roles and responsibilities
- Reporting relationships and levels of authority
- Progress meetings and weekly reports
- Review of template materials and available training programs
- Quality assurance/quality control process for delivery of work products
- Communication and dispute resolution

Additional methods that will be used to ensure consistency and quality of work products follow:

- Use of template policies and training programs: CMI has developed template materials that are used to develop written procedures and training programs. The majority of these have all been approved by OA and used in a variety of agencies. Employees are advised that if agency personnel question or do not want to implement all aspects of the approved programs, they should contact the responsible On-site OA Safety Professional to assist with the process.
- Approved action plans: Many On-site Safety professionals will have a detailed action plan that includes improvement plan deliverables and due dates. Work products will be reviewed by an On-site OA Safety Professional prior to delivery to the Commonwealth Safety Program Manager and/or the safety coordinator for internal agency reviews.
- Check-in meetings: The responsible On-site OA Safety Professionals will conduct routine check-in meetings to discuss progress with the On-site Safety professional and the safety coordinator. The Account Manager will periodically solicit feedback from the Commonwealth Safety Program Manager regarding the On-site OA Safety Professional's quality of work.
- Annual performance reviews: The On-site OA Safety Professional will ensure that annual performance reviews are conducted for the on-site professionals. The responsible On-site OA Safety Professional will solicit input from the agency resources, as appropriate and will

meet with the On-site Agency Safety Professional to discuss and document feedback and modification plans. The Account Manager will ensure On-site OA Safety Professionals have annual reviews conducted.

I-8. Contract Turnover.

All data and information generated as a result of the Contract shall remain the property of the Commonwealth. Upon expiration or termination of the contract, the selected Offeror shall be responsible to provide a smooth and timely turnover of its services to the Commonwealth and/or its successor Contractor. Any data files inherent to the continuation of services shall be returned to the Commonwealth or successor Contractor in their entirety upon termination or expiration of the Contract. These data files shall be provided by the selected Offeror in a format that is accessible and usable by the Commonwealth or successor Contractor. The selected Offeror shall be responsible for all costs related to the conversion, if needed, and the transfer of data.

The Selected Offeror shall provide the Turnover Plan 60 days prior to the end of the Contract. The final Turnover Plan shall be subject to the review and written approval of the Commonwealth.

The Offeror shall provide a sample Turnover Plan, in this Technical Response, and describe their experience in contract turnovers.

CMI will meet with the Commonwealth Safety Program Manager to determine needs for contract turnover and will meet all turnover requirements within 60 days of notification or another agreed upon timeframe. Since all program management data is maintained on OA directories, this may include providing a directory overview for materials saved on OA and agency servers. CMI has never had to turn over a contract so does not have a sample Turnover Plan to share.

I-9. Value Added Services.

The Offeror may provide any optional value-added services that are within the scope of the project. Describe in narrative form the value-added services, that will be provided at no cost to Commonwealth, that the Offeror may, at OA's discretion, make available beyond those specifically identified in this RFP to improve the efficiency, effectiveness or savings from management services.

The team and experience that CMI will provide is invaluable. We know the expectations of the Commonwealth, we have built strong relationships with agency safety coordinators, OA personnel and various other key stakeholders. Our team knows the inner working of all agencies; we have been to multiple worksites all throughout the Commonwealth and are often recognized by name upon arrival. If chosen for this contract, there will be uninterrupted safety services and no transition time required which will improve efficiency, effectiveness and savings.

Upon notification in the RFP that the Commonwealth would like to have OSHA 10- and 30-hour courses a part of this services, we began the process of obtaining the trainer certification for two of our team members and will be able to offer these courses using dedicated resources, with

costs being limited to the certificates that OSHA provides. Should additional ad hoc resources be needed to support this training we have numerous staff available.

To improve the efficiency, effectiveness and savings from management services include providing first aid/CPR training to Commonwealth employees through the American Red Cross or American Heart Association, depending upon the preference of the Commonwealth. This training would assist Commonwealth employees in understanding how to provide care for minor injuries and what to do in the event more intense care is necessary.

[The National Safety Council offers a new defensive driver training known as the 10th edition](#). This training would focus on reducing the frequency and severity of driving related incidents. There may be a cost associated with supplies or certificates through the chosen certifying group which would be charged back to the Commonwealth; however, the services mentioned would be provided at no additional cost outside of travel expenses.

I-10. Objections and Additions to Standard Contract Terms and Conditions.

The Offeror will identify which, if any, of the terms and conditions contained in the Buyer Attachments section that it would like to negotiate and what additional terms and conditions the Offeror would like to add to the standard contract terms and conditions. The Offeror's failure to make a submission under this paragraph will result in its waiving its right to do so later, but the Issuing Office may consider late objections and requests for additions if to do so, in the Issuing Office's sole discretion, would be in the best interest of the Commonwealth. The Issuing Office may, in its sole discretion, accept or reject any requested changes to the standard contract terms and conditions. The Offeror shall not request changes to the other provisions of the RFP, nor shall the Offeror request to completely substitute its own terms and conditions for this RFP. All terms and conditions must appear in one integrated contract. The Issuing Office will not accept references to the Offeror's, or any other, online guides or online terms and conditions contained in any proposal.

Regardless of any objections set out in its proposal, the Offeror must submit its proposal, including the cost proposal, based on the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section. The Issuing Office will reject any proposal that is conditioned on the negotiation of the terms and conditions set out in the Terms and Conditions contained in the Buyer Attachment section or to other provisions of the RFP.

CMI agrees to the standard contract terms and conditions.

Appendices A – D:

See all appendices in 1.1.2 Additional Attachments in JAEGER



Appendix A: CMI Client Information



Government Employers

Client	
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

Appendix B: Professional Profiles and Certifications



[REDACTED]

Fields of Competence

- Development, implementation, management, and auditing of health and safety programs designed to reduce losses and improve compliance
- Health and safety management system assessments, strategic planning, and implementation
- Auditing program development, management, and systems planning
- Liability risk assessments and exposure control plans working closely with operational managers
- Manager, supervisor, and employee education and coaching programs designed to improve culture
- Ergonomics assessments, workstation redesign, and training programs
- Industrial hygiene assessments including sampling program development and implementation
- Indoor air quality investigations and control programs including mold and biological concerns
- Employee indoor environmental quality complaint response programs and training

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

- [REDACTED]
- [REDACTED]

Relevant Experience

[REDACTED] has over [REDACTED] years of professional experience in health, safety, and environmental program development, implementation, and management. She is board certified as an industrial hygienist and safety professional. Her experience includes over eighteen years serving as a management consultant for a variety of sectors including technology, manufacturing, logistics, entertainment, insurance and government, and seven years serving as an Industrial Hygienist for a large chemical manufacturer and as a Director of Occupational Health and Safety for an international security card company.

[REDACTED] assists organizations to plan for and incorporate health and safety best practices into operational management systems with an ultimate goal of improving culture, reducing risks and incidents and improving compliance. She has assisted numerous fortune 500 clients to develop systems that have resulted in significant incident and insurance cost reductions. She also assists organizations to develop comprehensive audit programs that have resulted in improved performance and regulatory compliance as well as assisted in achieving certification in various occupational health and safety management system standards.

[REDACTED] is a leader in the fields of risk assessment and occupational health and safety management systems. She was appointed as a Member of the US Technical Advisory Group for the development of the ISO 45001 Occupational Safety and Health Management Systems standard and was a lead developer of the American Society of Safety Professionals (ASSP) Risk Assessment Certificate program. She routinely presents and guides organizations to change the traditional incident prevention compliance paradigms by applying risk-based approaches to reduce serious incidents.

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve regulatory compliance
- Jobsite hazard assessment
- Development of project-specific health and safety plans
- Training in various safety related topics

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a Certified Safety Professional, Associate Safety Professional and Construction Health and Safety Technician. She provides support to various Commonwealth of Pennsylvania Health and Human Services Delivery Center agencies by conducting assessments and providing program development and training to reduce workers' compensation losses.

[REDACTED] has over [REDACTED] years of safety experience in occupational safety. She has worked as an [REDACTED] for the past [REDACTED] years and has been instrumental in the Commonwealth's success of sending more employees home in the same condition they arrived in and aiding in reducing associated injury costs. [REDACTED] provides support to various Commonwealth of Pennsylvania agencies including the Department of Human Services, Department of Military and Veteran Affairs, Department of Health, Department of Aging, Department of Drug and Alcohol Programs and serves as the Safety Coordinator for the Pennsylvania Intergovernmental Cooperation Authority. She provides assessments, injury data analysis, program development and training to reduce workers' compensation losses. [REDACTED] has built relationships with many central and field office safety staff throughout her tenure as an OA Safety Consultant and many rely on her as a valuable resource to assist them in achieving their safety reduction goals.

Prior to joining CMI, [REDACTED] was a safety manager for a large construction company where she performed daily safety observations, risk assessments/hazard analyses, subcontractor safety management, monthly crew module training, site-specific training, and new hire orientation. In addition, she was involved in industrial hygiene programs including sampling for lead and silica and incident investigation/root cause analysis.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Associate Safety Professional (ASP)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Construction Health and Safety Technician (CHST)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Certified Safety Professional (CSP)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

[REDACTED]

Fields of Competence

- Occupational health and safety programs development, implementation, management and auditing; designed to reduce workplace injuries and improve H&S regulatory compliance
- Competent person for fall protection and trenching/excavation
- Safety program regulatory audits
- Injury data reports and statistical analysis for injury prevention and trend determination
- Hazard identification, assessment and control
- Safety training material development and classroom delivery
- Web-based safety training material development
- Chemical hazard communication, labeling and protective equipment assurance
- Radiation safety program development, monitoring and training
- Ergonomic assessments and intervention
- Emergency response planning, operations and training

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] has been working as an OA Safety Professional for the commonwealth for over [REDACTED] years. During this time, he has worked with many large agencies to assist them with improvements to their safety program and safety culture and has supervised CMI employees onsite at several of these agencies. While on the contract he has also worked extensively on training program development and delivery. He has also assisted many agencies with their injury reduction initiatives and assisted in development and distribution of monthly safety publications. In addition, [REDACTED] was responsible for the communication, collection and review of many documents sent to commonwealth agencies related to AIPP compliance and maintaining the commonwealth's self-insured status.

Prior to joining CMI, [REDACTED] was a Health and Safety Specialist for Penn State University where he was responsible for program development and training for various programs. He was also a member of the radiation safety team where he was responsible for radiation producing equipment regulatory program compliance, monitoring and training. He was also responsible for personal radiation monitoring for all required university employees, radionuclide new user training and assisting with educational and research projects at the on-campus nuclear reactor. He was responsible for delivering training, conducting program audits and ensuring program compliance and was a volunteer on the county hazardous materials response team.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Certified Safety Professional (CSP)

to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

1 [REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve regulatory compliance
- Jobsite hazard assessment
- Development of project-specific health and safety plans
- Training in various safety related topics

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] has over [REDACTED] years of safety experience in occupational safety. She has worked as an Office of Administration Safety Consultant for the past three years and before that spent four years as an onsite consultant with Labor and Industry (L&I), Pennsylvania Liquor Control Board (PLCB), and the Executive Offices. [REDACTED] has been instrumental in the Commonwealth's success of sending more employees home in the same condition they arrived in and aiding in reducing associated injury costs. Amanda provides support to various Commonwealth of Pennsylvania agencies including the Department of Banking and Securities, Department of State, Department of Revenue, Department of Insurance, L&I, PLCB, House of Representative, Pennsylvania Senate, General Services, Municipal Retirement Board, Independent Fiscal Office, Local Government Commission, Center for Rural PA, Governor's Office, Lieutenant Governor's Office, Executive Offices (Office of Administration, Office of the Budget, Inspector General, General Council, Human Relations Commission, Council for the Arts and PA Commission on Crime and Delinquency), Historical Museum Commission, PA Infrastructure Investment Authority, Ethics Commission, PEMA, Community and Economic Development, and the Department of Education .

She provides assessments, injury data analysis, program development, and training to reduce workers' compensation losses. Also, in her role as an OA Safety Consultant, [REDACTED] prepares the quarterly injury data for the Commonwealth known as the scorecard, a monthly safety bulletin and helped coordinate and organize the safety coordinator conferences. [REDACTED] has built relationships with many central and field office safety staff throughout her tenure as an OA Safety Consultant and onsite consultant, and many rely on her as a valuable resource to assist them in achieving their safety reduction goals.

Prior to joining CMI, [REDACTED] was instrumental in implementing change to the health and safety programs and the culture while working at the Sherwin Williams Distribution Center (DSC) in Fredericksburg, PA. While there, she worked to implement strong safety programs aimed at reducing losses and achieving the Occupational Safety and Health Administration's Voluntary Protection Program (VPP status). These goals were met by: (1) fostering employee involvement in the process to enable them to take ownership and gain a vested interest in its success; and (2) working with management to help educate them on their responsibilities and the importance of management involvement and direction.



TEXAS A&M ENGINEERING EXTENSION SERVICE

The Texas A&M University System



has successfully completed

Occupational Safety and Health Standards for General Industry (OSHA #511)




David Courtney, Director
Texas A&M Engineering Extension Service


Ron Peedy, Division Director
Infrastructure Training and Safety Institute


Robert G. Murphy, Deputy Director
OSHA Directorate of Training and Education

Indiana University of Pennsylvania

Upon recommendation of the Faculty

and of

1911

is hereby awarded the degree of
Bachelor of Science

James H. Butler
President of the University

Charles J. [Signature]
Dean of the Faculty of Science



James H. McConick
Chairman of the Board of Trustees

Charles J. [Signature]
Chairman of the Board of Trustees

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Industrial hygiene assessments and fungal surveys
- Sampling results interpretation and comprehensive report writing
- Asbestos and Lead inspections
- Asbestos remediation/clearance, onsite monitoring
- Confined space evaluations
- Respirator fit testing
- Training in various safety and industrial hygiene related topics

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

- [REDACTED]
- [REDACTED]

Relevant Experience

[REDACTED] is a Certified Occupational Health and Safety Technician. She provides support to various Commonwealth of Pennsylvania agencies including PennDOT by conducting assessments, addressing industrial hygiene concerns, providing program and training development and conducting training to reduce workers' compensation losses.

[REDACTED] has over [REDACTED] years of safety and industrial hygiene experience. She has worked on addressing industrial hygiene issues including hearing conservation, indoor air quality, asbestos and lead based paint concerns, chemical exposures and confined space evaluations. Prior to joining CMI, [REDACTED] worked as an industrial hygiene consultant for a laboratory testing services company where she was responsible for a range of industrial hygiene (asbestos, lead, mold and chemical) assessments and reports. With her background in biology and chemistry, she also held roles as analyst and technician. [REDACTED] is certified by the Pennsylvania Department of Labor and Industry as an Asbestos and Lead Inspector.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Occupational Hygiene and Safety Technician (OHST)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

[REDACTED]

Fields of Competence

- Safety inspections and auditing of occupational health and safety programs designed to reduce injuries and improve regulatory compliance
- Jobsite hazard assessment/job safety analysis (JSA)
- Prejob planning and development of project-specific health and safety plans (HASPs)
- Training in various safety related topics
- Incident investigation/root cause analysis
- Ergonomic assessments

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a Certified Safety Professional (CSP) and a Safety and Health Specialist who provides support to the Department of Conservation and Natural Resources by conducting hazard ID inspections and providing program development and training to reduce injuries and workers' compensation losses. He is a part of the DCNR safety committee and conducts hazard assessments, ergonomic evaluations, program development and training to reduce injuries and workers' compensation losses. [REDACTED] has also provided support to various Commonwealth of Pennsylvania agencies including Department of Conservation and Natural Resources, PennDOT, Department of Health and Department of Military/Veterans Affairs.

[REDACTED] has over [REDACTED] years of combined safety experience in private industry and working for the commonwealth. He has worked in the oil and gas industry on jobsites consisting of drilling, fracking and the production of natural gas. Prior to joining CMI, [REDACTED] was a Safety Coordinator for a large trucking company where he performed safety training, journey management planning, risk assessments, job safety analysis, incident investigation, drug and alcohol testing and new hire orientation. In addition, [REDACTED] also worked as an Environmental Site Safety Consultant where he conducted daily safety meetings, risk assessments/hazard analysis, subcontractor safety management, incident investigation and compliance management.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Certified Safety Professional (CSP)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeaugh

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

University of Cincinnati

Continuing Education Great Lakes OSHA Education Center

This is to certify that



has successfully completed

OSHA #510 - Occupational Safety and Health Standards for the Construction Industry

Certificate Number



Continuing Education Units



Justin Roberts
CSmp, COSM, CHST

Tim Roberts

Shan [Signature]

Course Director

GREAT LAKES
OSHA EDUCATION CENTER



[REDACTED]

Fields of Competence

- Creation and implementation of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Jobsite hazard analysis/risk assessments
- Development of project-specific health and safety plans (HASPs)
- Development and delivery of a variety of general industry trainings
- Incident investigations/root cause analysis
- Conducting safety committee meetings

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a safety professional and has over [REDACTED] of safety experience in the manufacturing and construction industry. She provides support to the Commonwealth of Pennsylvania agency, PennDOT by conducting assessments and providing program development and training to reduce workers' compensation losses. She has worked on site jobs consisting of pool, injection molding and powdered metal manufacturing settings.

Prior to joining CMI, [REDACTED] was a safety manager for a powdered metal manufacturing company where she performed daily safety observations, risk assessment/hazard analyses, conducted and created monthly trainings, job specific training, new hire orientation and chaired the safety committee. In addition, she created and began implementation of the company's safety program addressing: hazardous communication, lockout/tagout, ergonomics, hearing conservation, personal protective equipment, and emergency action plan, etc. She was also involved in performing incident investigation/root cause analysis, creating machine specific lockout/tagout procedures, and coordinating items contacted out such as first aid/CPR/AED training, and hearing testing/training.

Mansfield University

This Diploma Certifies

[REDACTED]

having satisfied requirements for graduation prescribed by this institution, upon recommendation of the Faculty, and by the authority of the Council of Trustees, is admitted to the degree of

Bachelor of Science

Cum Laude

and to all the rights and privileges appertaining.
Given under the seal of the State of Pennsylvania.

[REDACTED]


President of the University


Chair, Council of Trustees




Chancellor, State System of Higher Education


Chair, Board of Trustees

[REDACTED]

Fields of Competence

- Management of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Audit preparation; paper and jobsite inspections
- Jobsite hazard assessment
- Ergonomic assessment
- Development and performance of safety trainings in various construction and general industry related topics

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a Graduate Safety Practitioner. He provides on-site support to The Commonwealth of Pennsylvania's Department of Military and Veterans Affairs (DMVA) by conducting assessments and providing program development and training to reduce workers' compensation losses. The DMVA offers six (6) extended care facilities and provides maintenance and construction to approximately 75 facilities throughout Pennsylvania. In addition to the State DMVA, he also collaborates with the Federal DMVA.

Ben has over [REDACTED] of total safety experience in the areas of construction, healthcare, and general industry. He has worked around construction related services such as the production of raw and finished aggregate products to land development, and aspects of horizontal and vertical construction. He also has experience providing support to healthcare facilities. Prior to joining CMI, [REDACTED] was a safety manager (intern) for a large multi-state commercial construction company that specialized in general building construction, site development, and specialized industrial construction. He performed daily safety observations, risk assessments/hazard analyses, ergonomic assessment, site-specific training, updating company policies, and new hire orientation. In addition, he was involved in industrial hygiene programs including sampling for respirable crystalline silica and updating respiratory protection programs.

Indiana University of Pennsylvania

Upon recommendation of the Faculty
and by authority of the Council of Trustees
and of the Board of Directors of the State Board of Higher Education

having successfully completed the required course of studies
is hereby awarded the degree of
Bachelor of Science

with all rights, honors, and privileges thereto pertaining
Given at Indiana University
this ninth day of August

Mark A. Pull
Governor of the University

Samuel H. Smith
Chair, Council of Trustees



Karen M. Whitley
Executive Director, State Board of Higher Education

Geoffrey D. Stypura
Chair, Board of Governors
State Board of Higher Education

[REDACTED]

Fields of Competence

- Training in various safety related topics.
- Jobsite hazard assessment
- Ergonomic hazard assessment

Certifications and Affiliations

- [REDACTED]

Education

Relevant Experience

[REDACTED] is a Graduate Safety Professional. He provides support to various Commonwealth of Pennsylvania agencies including the Dept. of Human Services, Health, Aging, and Drugs and Alcohol Programs by conducting assessments and providing program development and training to reduce workers' compensation losses. Jacob has [REDACTED] safety experience in the Commonwealth. Prior to joining CMI, [REDACTED] was a safety intern for a large commercial printing company where he performed daily safety observations, risk assessments/hazard analyses, first aid/CPR, ergonomic assessment, site-specific training, and new hire orientation. In addition, he was involved in incident investigation/root cause analysis, and respiratory protection programs.

[REDACTED] provides support to various Commonwealth of Pennsylvania agencies including Human Services, Health, Aging, and Drugs and Alcohol Programs. He provides assessments, program development and training to reduce workers' compensation losses. Prior to joining CMI, [REDACTED] was a safety intern for a large industrial printing company where he performed daily safety observations, first aid/CPR, ergonomic assessment, site-specific training, and new hire orientation. In addition, he was involved in incident investigation/root cause analysis, and respiratory protection programs.

MILLERSVILLE UNIVERSITY

of PENNSYLVANIA
of THE STATE SYSTEM of HIGHER EDUCATION

hereby confers upon

BACHELOR OF SCIENCE

with all the rights, honors and privileges thereof
Given at the University this sixteenth day of August

Gustavo D. Stypura
CHAIRPERSON, BOARD OF GOVERNORS

[Signature]
CHANCELLOR



Michael St. Wafel
CHAIRPERSON, COUNCIL OF TRUSTEES

Daniel A. Wubah
PRESIDENT

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Conducting job safety analysis (JSA)
- Development of project-specific health and safety plans (HASPs)
- Development of Accident and Illness Prevention Program (AIPP)
- Creation of web-based training modules
- Training in various general industry related safety topics

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] holds an Advance Safety Certification from the National Safety Council. He provides support to the Department of Environmental Protection of the Commonwealth of Pennsylvania conducting assessments and providing program development and training to ensure safety program compliance and reduce workers' compensation losses.

[REDACTED] has over [REDACTED] years of safety experience in general industry. He has worked in materials research and testing laboratories, as well as in the technical services, chemical production, industrial manufacturing, food production and logistic industries. Prior to joining CMI, [REDACTED] was a safety coordinator for a glass cookware and dinnerware manufacturing and distribution company where he performed daily safety observations, risk assessments/hazard analyses, subcontractor safety management, monthly crew module training, first aid/CPR, ergonomic assessment, site-specific training and new hire orientation. In addition, he was involved in industrial hygiene programs including sampling for carbon monoxide and hydrogen sulfide, incident investigation/root cause analysis and lockout/tagout programs.

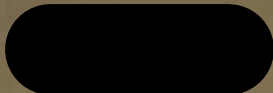


National
Safety
Council

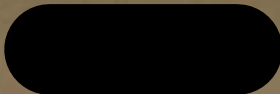
SAFETY TRAINING INSTITUTE

ADVANCED SAFETY CERTIFICATE

This is to certify that



has completed all requirements and is hereby
awarded the Advanced Safety Certificate



D.C. Gilchrist
President

Joseph P. Fisher
President
Safety Training Institute

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Associate Safety Professional (ASP)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Occupational Hygiene and Safety Technician (OHST)
to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeough

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

BCSP | BOARD OF CERTIFIED SAFETY PROFESSIONALS

Having met the applicable requirements BCSP hereby
authorizes the use of

Certified Safety Professional (CSP)

to

[REDACTED]

Effective

[REDACTED]

Certificate

[REDACTED]

Expires

[REDACTED]

Treasa M. Turnbeaugh

SECRETARY

To verify current status, visit www.bcsp.org/certification_directory.

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Conducting job safety analysis (JSA)
- Development of project-specific health and safety plans (HASPs)
- Training in a wide array of various safety related topics
- Creation of Accident and Illness Prevention Program (AIPP) for multiple commonwealth agencies

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a Health and Safety Specialist, providing support to various Commonwealth of Pennsylvania agencies including Human Services, Health, Drug and Alcohol Programs, Aging and Conservation and Natural Resources by conducting assessments, providing program development and leading trainings to reduce workers' compensation losses. Matt has nearly [REDACTED] of safety experience in the manufacturing and construction industries. He has worked with a wide variety of skills and trades, including automation processes, masonry, electrical, mechanical repair, piping, roofing, excavation, trenching, paving, etc.

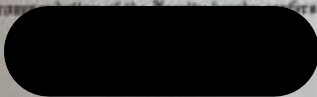
Prior to joining CMI, [REDACTED] was a safety technician for a large industrial manufacturing company where he performed daily safety observations, risk assessments/hazard analyses, subcontractor safety orientation and management, site security management, hearing conservation program management and fire extinguisher and fire suppression systems management. [REDACTED] also conducted near-daily employee training courses, including safety overview orientation for new and re-hires, first aid/CPR for first-responder team members, ergonomic assessments, forklift operations, lead-cadmium, fall prevention/protection, confined space, combustible dust, hot work, lock out tag out/control of hazardous energy sources, etc.

[REDACTED] has experience managing safety programs, trainings and workers' compensation for large employee populations at several corporate locations on multiple shifts. In addition, [REDACTED] took an active role in each location's safety committee and was involved in industrial hygiene programs, including sampling for lead and combustible dust, incident investigation/root cause analysis, respiratory protection programs, audiometric testing/sampling and assisted with training the chemical spill response team members.

Slippery Rock University

of Pennsylvania
of the State System of Higher Education

By authority of the Council of Trustees and upon the
recommendation of the Faculty, the undersigned confers upon



Bachelor of Science

with all the rights, honors, and privileges appertaining thereto.

In witness whereof, the undersigned have subscribed their
signatures and affixed the seal of the University.

Given this twelfth day of _____



[Signature]
President of the State System of Higher Education

[Signature]
Vice President



[Signature]
Acting President of the University

[Signature]
Registrar

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Jobsite hazard assessment
- Development of project-specific health and safety plans (HASPs)

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a Graduate Safety Professional with two years of experience working with state and local government safety programs. Paul provides support to various Commonwealth of Pennsylvania agencies including the Governor's Office of Administration, Pennsylvania's Historic and Museum Commission, and Pennsylvania's Emergency Management Agency. He provides assessments, program development and training to reduce workers' compensation losses. Prior to joining CMI, [REDACTED] was an intern with the City of Philadelphia's Streets Department where he performed daily safety observations, routine site inspections, ergonomic assessments, and division-specific training.

MILLERSVILLE UNIVERSITY

of PENNSYLVANIA
of THE STATE SYSTEM of HIGHER EDUCATION

BACHELOR OF SCIENCE

with all the rights, honors and privileges thereunto
Given at the University this twelfth day of May, 19[REDACTED]

Geoffrey D. Brown
CHAIRPERSON, BOARD OF GOVERNORS

Karen M. Whitney
CHAIRPERSON



Michael B. Wolf
CHAIRPERSON, COUNCIL OF TRUSTEES

J. M. Owen
PRESIDENT

[REDACTED]

Fields of Competence

- Management and auditing of occupational health and safety programs designed to reduce injuries and improve H&S regulatory compliance
- Jobsite hazard assessment
- Training in various safety related topics
- Auditing and improving LOTO and confined space programs

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Relevant Experience


[REDACTED] is a health and safety specialist with the Pennsylvania Department of Corrections (DOC) where he has assisted in implementing site-specific improvements to lockout/tagout and confined space programs. [REDACTED] has provided training to DOC staff on a wide variety of safety topics, assisted with injury reports and trending and completed safety assessments of 29 state correctional institutions.

[REDACTED] has [REDACTED] of experience and is qualified to certify hazardous material shipment by air, motor, rail, water and commercial carrier's national, state and local environmental agencies. [REDACTED] is trained to analyze data obtained during inspections utilizing knowledge of legislative directives, regulatory codes, and administrative policies. He acted as Official Liaison for the Marine Corps at Camp Lejeune, NC during all federal, state and local environmental regulatory audits maintaining a courteous and professional relationship with regulatory agencies. [REDACTED] provided program management and guidance of Hazardous Material and Waste program to 21 permitted sites resulting in no fines. At a previous job, [REDACTED] developed and delivered EHS/Occupational Health and Safety training to over 500 employees in all annual safety requirements, reducing the safety incident rate by 60%.

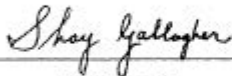


Advanced Safety Certificate

In recognition of achievements in continuous learning
and dedication to occupational safety and health



has successfully completed the NSC Advanced Safety Certificate Program



Shay Gallagher
Vice President & General Manager
National Safety Council



Course completion date

making our world safer®

[REDACTED]

Fields of Competence

- Occupational health and safety programs development, implementation, management and auditing; designed to reduce workplace injuries and improve H&S regulatory compliance
- Safety program regulatory audits
- Hazard identification, assessment and control
- Safety training classroom delivery
- Chemical hazard communication, labeling and protective equipment assurance
- Emergency response planning, operations and training

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] has been working as an Onsite Safety Professional for the commonwealth since [REDACTED]. During this time, [REDACTED] has been working with the Department of Corrections at their Training Academy in Elizabethtown, PA. [REDACTED] is responsible for daily safety operations at the Academy including safety inspections, incident investigations and assisting with safety training and program development as needed. [REDACTED] works onsite at the Academy daily to support the DOC even during COVID-restricted operational times.

Prior to joining CMI, [REDACTED] was a Safety Officer in the United States Army where he served as a Senior Logistics Specialist, most recently at Fort Hood, Texas. During his time in the Army, [REDACTED] was responsible for managing safety materials and policies, inspections, risk assessments and safety training. He completed the Army's 40-hour Safety Officer course and Radiation Professional Course. After retiring from the Army, [REDACTED] completed his degree in Occupational Safety and completed additional training programs to complement his safety degree including first aid/CPR/AED training, standing and sit down forklift operator safety courses, aerial lift operator safety course and HAZWOPER 24-hour course.

Waldorf University



To All Who Read This Document Greetings in Christ

[REDACTED]

Having successfully completed the curriculum prescribed by the Faculty and Board of Trustees of Waldorf University and having complied with all other requirements of the University, is hereby granted the degree of

Bachelor of Applied Science

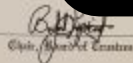
Emergency Management

Somma Cum Laude

With all the honors and privileges appertaining thereto. In testimony whereof, Waldorf University has granted this Diploma bearing the seal of the University and with our signatures affixed.

Given at Forest City, in the State of Iowa, on this thirtieth day of Octo [REDACTED]


President


Vice President

Waldorf University



To All Who Read This Document Greetings in Christ

[REDACTED]


Having successfully completed the curriculum prescribed by the Faculty and Board of Trustees of Waldorf University and having complied with all other requirements of the University, is hereby granted the degree of

Bachelor of Arts
Occupational Safety
Summa Cum Laude

With all the honors and privileges appertaining thereto. In testimony whereof, Waldorf University has granted this Diploma bearing the seal of the University and with our signatures affixed.

Given at Forest City, in the State of Iowa, on this twenty-sixth day of September, [REDACTED]


President


Vice President

[REDACTED]

Fields of Competence

- Occupational health and safety programs development, implementation, management and auditing; designed to reduce workplace injuries and improve H&S regulatory compliance
- Competent person for fall protection and trenching/excavation
- Safety program regulatory audits
- Injury data reports and statistical analysis for injury prevention and trend determination
- Hazard identification, assessment and control
- Chemical hazard communication, labeling and protective equipment assurance
- Public speaking and classroom training presentations
- Safety operations in warehouse settings

Certifications and Affiliations

[REDACTED]

Education

[REDACTED]

Relevant Experience

[REDACTED] joined CMI's Commonwealth contract in [REDACTED] supporting the Pennsylvania State Police (PSP) as an Onsite Safety Professional. Her role is supporting the safety coordinator at PSP in policy development and implementation, statistical analysis of injury data and addressing other safety needs including training and inspections. [REDACTED] enjoys the customer service and relationship building side of safety to gain allies in safety program initiatives.

Prior to joining CMI, [REDACTED] was a Warehouse Health and Safety Specialist for Amazon where she was responsible for safety audits, training and incident investigations. She traveled to warehouses across North America to assist and train WHSS on audits, facility safety and ISO 45001 standards. Prior to her job with Amazon, [REDACTED] was a safety intern at Gettle Incorporated's electrical division and performed jobsite inspections, incident investigations and jobsite trainings. [REDACTED] was also a safety intern with Safety and Risk Management Services, LLC where she visited construction sites being worked by the company to perform inspections and competency trainings.

MILLERSVILLE UNIVERSITY

of PENNSYLVANIA
of THE STATE SYSTEM of HIGHER EDUCATION

BACHELOR OF SCIENCE

with all the rights, honors and privileges thereunto
Given at the University this eighteenth day of August, tw

Guido D. Stypur
CHAIRPERSON, BOARD OF GOVERNORS

Frank T. Bryan
CHANCELLOR



Michael S. Wapf
CHAIRPERSON, COUNCIL OF TRUSTEES

JRM. Owen
PRESIDENT

[REDACTED]

Fields of Competence

- Development, implementation, management, and auditing of environmental, health and safety and DOT programs designed to reduce injuries and illness and employee complaints
- Loss control and loss prevention analysis
- Health and Safety compliance audits
- Safety Culture assessments
- Development and delivery of training including OSHA, DOT, NFPA, New Hire, Supervisor Development
- Behavior Based Safety Program Development and Implementation
- Job Safety Analysis/Hazard Assessments
- Accident investigation and root cause analysis
- Worker's compensation claims management

Certifications and Affiliations

- [REDACTED]

Education

- [REDACTED]

Relevant Experience

[REDACTED] is a certified safety professional with over [REDACTED] of diverse experience managing safety and environmental programs including over nine years as a private consultant. He is responsible for developing, implementing, and monitoring health and safety management systems for a variety of industries including various manufacturers, pharmaceutical, logistics, food & beverage, construction, contractors, and public entity.

[REDACTED] conducts a variety of OSHA consultation services to the various industries. Services include safety program development, employee safety training, compliance audits, safety culture assessments, and supervisor development strategies and training. [REDACTED] is an experienced auditor who has successfully executed a variety of audits including OSHA Compliance, Safety Culture, Voluntary Protective Program (VPP), and Safety Management including best management practices (BMPs). [REDACTED] also assists clients in developing, implementing, and monitoring loss prevention procedures including return-to-work programs, behavior based safety programs, and employee accountability programs. These services have assisted various clients in reducing their number of recordable injuries, reducing the experience modification rate, and providing a cost savings to these companies over time.

[REDACTED] is a skilled trainer and has developed and administered safety and health training for 10-hour and 30-hour OSHA Construction Industry Outreach Program, 10-hour and 30-hour OSHA General Industry Outreach Program, Safety Committee, Accident Investigation, Powered Industrial Trucks, Supervisor Development, and many other training topics. [REDACTED] has been a speaker at large conferences including the Captive Services Seminar and at the annual Amerihealth Casualty Seminars. He also develops and delivers webinars on various topics typically on new regulations or timely topics.

[REDACTED]

Fields of Competence

- Industrial Hygiene assessments for chemical, physical, and biological hazards
- Development, implementation, management, and auditing of environmental, health and safety programs designed to reduce injuries and illness and employee complaints
- Indoor environmental quality assessments including mold concerns
- Expert witness reports and testimony for hearing loss and other occupational disease claims
- Assessment and control of ergonomic exposures in industrial and office environments
- Development of project-specific health and safety plans (HASPs) and site monitoring and supervision
- Development, design, and evaluation of engineering controls, including general and local exhaust ventilation (LEV), noise control, radiation control, and heating, ventilation and air conditioning (HVAC)
- Toxicological hazard assessments of chemical substances

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

- [REDACTED]
- [REDACTED]
- [REDACTED]

Relevant Experience

[REDACTED] is responsible for developing and implementing health and safety management systems, and managing training and workplace risk reduction initiatives at CMI's client sites. As an Industrial Hygienist and Health and Safety professional with more than [REDACTED] of experience in the insurance industry and as a private consultant, [REDACTED] specializes in assessing workplace risks of all types. He has performed well over 1,000 Industrial Hygiene assessments of chemical, biological, and physical stressors, and performed risk-based assessments of high hazard (potent) drug handling operations at more than 100 pharmaceutical manufacturing and R&D operations. He is a member of the Technical Advisory Group (TAG) for the ISO 45001 Occupational Health and Safety Management Systems standard and a trainer for the American Society of Safety Professionals (ASSP) Risk Assessment Certificate Program. [REDACTED] has extensive experience in implementing health and safety and injury prevention programs for public and private sector employers. He is a seasoned auditor who has successfully executed numerous regulatory, best management practice (BMP), and management system audits. He routinely works with clients to evaluate safety program and management system gaps to identify improvement plans and appropriate metrics for enhancing overall safety management performance. He is also an experienced trainer who has developed and delivered a host of management and supervisory training programs on workplace hazard identification, incident investigation methodologies, and risk reduction.

[REDACTED]

Fields of Competence

- Industrial hygiene assessments for chemical, biological and physical hazards
- Indoor environmental quality investigations, including mold, biological and chemical concerns
- Asbestos and lead inspection, testing and remediation programs
- Development of mold and asbestos remediation plans
- Project oversight, air monitoring and clearance for asbestos and mold abatement projects
- Expert witness reports and testimony for mold related claims

Certifications and Affiliations

- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]

Education

[REDACTED]

Relevant Experience

[REDACTED] has more than [REDACTED] of experience as an industrial hygienist and hazardous materials management professional. He has gained extensive experience in both the public and private sector, including well over 1,000 asbestos and mold assessments at a host of commercial and institutional facilities. [REDACTED] has also overseen asbestos and lead sampling and corrective action programs in various public and commercial buildings to assure the quality of all asbestos lead identification and remediation projects. He has also performed IAQ investigations and developed corrective actions plans for the remediation of mold contaminated materials. [REDACTED] has worked with our clients to assure the quality and safety of mold remediation projects

[REDACTED] also develops operations and maintenance programs for facilities to provide in place management of asbestos-containing materials and lead-based paint that include reports and requirements to reassess condition of materials, procedures for responding to emergency releases of materials, procedures to communicate hazards to employees and contractors and requirements for training of individuals working with materials.

Appendix D: Administrative Reports



Monthly Safety Program Update Example

DEP - Assisted with safety questions related to touchless thermometers from DEP staff.

DCNR - Completed six (6) hazard ID inspections, one pre-job planning project and two incident investigations.

PennDOT - Monthly Safety Talks (Electrical Safety and Near Misses and Proper Reporting Procedures); Safety Zone Newsletter (Fall safety articles and game); Updated documents to reflect changing DOH and CDC guidelines and mandates (General COVID-19 Safety Guidelines (Attachment A) and P34 – COVID-19 Heat Exposure and Wearing Personal Protective Equipment); Alicia also worked on creating materials for the 'Stop for Safety' event held across PennDOT on 9/21/2020, including the Preventing Safety Complacency PPT.

DHS – The Health and Human Services Delivery Center Manager signed/approved thirteen (13) of the Accident and Illness Prevention Program elements.

DMVA - Incident investigation training was conducted for the Institutional Fire and Safety Specialist of Southeastern Veterans' Center and the interim Institutional Fire and Safety Specialist of Southwestern Veterans' Center.

DGS – The confined space protocol is being updated with input from the Fire and Safety Division.

DOC – Completed confined space maps and worksheets for SCI Albion and SCI Forest; Assisted with locating missing WC/injury packets and updating appropriate folder locations.

PBPP – Updated AIPP Elements I and J; Updated WC/injury packets.

Period

**August-20
Onsite Safety Professional Travel Expenses**

Date	Agency	Task	Location	Emp	EXPENSES			
					Miles	Parking	Tolls	Lodging
8/12/2020	DCNR	Hazard ID inspection at Kings Gap EE Center (central office)	500 Kings Gap Road Carlisle PA 17015	Drew Phillips	70			
8/13/2020	DCNR	Hazard ID inspection at Tobyhanna SP (regional)	114 Campground Road Tobyhanna PA 18466	Drew Phillips	260			
8/17/2020	DCNR	Hazard ID inspection at Sam Lewis SP (central office)	6000 Mt Pisgah Road York PA 17406	Drew Phillips	72			
8/18/2020	DCNR	Hazard ID inspection at Jacobsburg EE Center (regional)	400 Belfast Road Jacobsburg PA 18064	Drew Phillips	204			
8/27/2020	DCNR	Hazard ID inspection at Hills Creek and Leonard Harrison SPs (central office)	Hills Creek State Park 111 Spillway Road Wellsboro PA 16901	Drew Phillips	140			
8/27/2020	DCNR	Travel from Hills Creek SP to Leonard Harrison SP	Leonard Harrison SP 4797 PA-660 Wellsboro PA 16901	Drew Phillips	19			
8/27/2020	DCNR	Travel from Leonard Harrison State Park back to Harrisburg		Drew Phillips	140			
8/5/2020	DCNR	Hazard ID inspection at FD8 (central office)	38 Clear Creek Park Rd Sigel PA 15860	Nathan Duffalo	158			
8/7/2020	DCNR	Hazard ID inspection at Pymatuning SP (central office)	2660 Williamsfield Rd Jamestown PA 16134	Nathan Duffalo	104			
8/12/2020	DCNR	Hazard ID inspection at Ohiopyle SP (central office)	124 Main Street Ohiopyle PA 15470	Nathan Duffalo	200			
7/30/2020	DCNR	Region 2 park inspection at Laurel Hill State Park	1454 Laurel Hill Park Rd Somerset PA 15501	Nathan Duffalo	186			
DCNR Total					1553	0	\$ -	0
Totals					1553	\$0.00	\$0.00	\$0.00

Mileage x .575	\$892.98
Expenses	\$0.00
Total	\$892.98



Compliance Management International
1350 Welsh Road, Suite 200
North Wales, PA 19454
Phone (215) 699-4800 / Fax (215) 699-8315

Christopher Norris
 PA Office of Administration
 Keystone Building, 9th Floor
 400 North Street
 Harrisburg, PA 17112

September 2, 2020
 Invoice No: 190888 - <Draft>
 Due Date: October 2, 2020

Project 190888 Commonwealth of PA - Safety Program Management
Monthly Safety Program Management Consulting Services Through August 31, 2020 Including:

Phase	Agency	Amount	Total
Phase 001	DCNR 38		
	Agency Safety Professional - Duffalo	6,850.00	
	Travel Expenses	892.98	7,742.98
Phase 002	DEP 35		
	Agency Safety Professional - Soto	6,850.00	6,850.00
Phase 003	DGS 15		
	Agency Safety Professional - Zinobile	6,850.00	6,850.00
Phase 004	DHS 21		
	Agency Safety Professional - Lipsey	6,850.00	
	Apprentice Safety - Kondrasuk	5,325.00	12,175.00
Phase 005	DOC 11		
	Agency Safety Professional - Cooley	6,850.00	
	Agency Safety Professional - Frey	6,850.00	13,700.00
Phase 006	DOT 78		
	Agency Safety Professional - Gerg	6,850.00	6,850.00
Phase 008	MVA 13		
	Apprentice Safety - Bischof	5,325.00	5,325.00

Project	190888	Commonwealth of PA - Safety Program Mgmt	Invoice	<Draft>
Phase	009	OA 81		
		OA Safety Professional - Brendlinger	8,437.50	
		OA Safety Professional - Keller	8,437.50	
		OA Safety Professional - Phillips	8,437.50	
		OA Safety Professional - Selgrath	8,437.50	
		Apprentice Safety - Somerville	5,325.00	
				39,075.00
Phase	010	PSP 20		
		OA Safety Professional - Millard	8,437.50	
				8,437.50
Phase	011	Safety Manager		
		Safety Manager (40%)	4,017.50	
				4,017.50
Phase	050	General Management		
		Monthly Management Charge	1,000.00	
				1,000.00
		Total this Invoice		<u>\$112,022.98</u>



CRP CHECK CERTIFICATION FORM

Search Id: d0b69f57-3d8b-4ef8-affa-341c5f82984f
Contractor TIN : XXXXX8899
Contractor Name : COMPLIANCE MANAGEMENT INTERNATIONAL
User Performing Check : chrbennett
Result: No Records(s) Found

CONTRACTOR RESPONSIBILITY CERTIFICATION

I, the undersigned individual, hereby certify the above-referenced contractor has been determined to be a responsible contractor in accordance with the policies and procedures set forth in *Management Directive 215.9, Contractor Responsibility Program*.

I also certify that the contractor has certified in writing that:

- a neither the contractor nor any subcontractors as defined in Management Directive 215.9, Contractor Responsibility Program are under suspension or debarment by the Commonwealth, the federal government, or any governmental entity, instrumentality, or authority or, if the contractor cannot so certify, it has instead provided a written explanation of why such certification cannot be made; and
- b the contractor has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.

CHRISTINE BENNETT

Authorizing Signature

1/26/2021 2:29:16 PM

Generated Date