

REQUEST FOR PROPOSALS FOR

Safety Consultant for Accident and Illness Prevention Program (AIPP)

ISSUING OFFICE

Pennsylvania Turnpike Commission

Traffic Engineering & Operations Department

RFP NUMBER

RFP 16-10480-7488

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REQUEST FOR PROPOSALS FOR
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PART I

GENERAL INFORMATION FOR PROPOSERS

I-1. Purpose. This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (Commission) to satisfy a need for Safety Consultant for Accident and Illness Prevention Program (AIPP).

I-2. Issuing Office. This RFP is issued for the Commission by the Traffic Engineering & Operations Department.

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

I-4. Problem Statement. To acquire a safety consultant to be utilized as an additional resource to meet the requirements set forth by the Pennsylvania Department of Labor and Industry for the Pennsylvania Turnpike Commission's Accident and Illness Prevention Program (AIPP) to ensure the Commission's self-insurance status (workers compensation).

I-5. Type of Contract. It is proposed that if a contract is entered into as a result of this RFP, it will be on an open-end contract basis with work being subsequently assigned through a work order request for proposal process. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, responsive and capable of performing the work. A sample Contractual Agreement is provided in **Appendix A**.

I-6. Contractor Integrity Provisions. Contractor Integrity Provisions will apply to this contract upon award and the awarded vendor may be required to complete a Background Qualifications Questionnaire prior to entering into an Agreement with the Commission and attend annual ethics training provided by the Commission. Proposers can find these two documents on the Commissions website at www.paturnpike.com (Doing Business, General Information, and Integrity Provisions).

Include full disclosure of any potential conflict with the State Adverse Interest of State Advisor or Consultant Statute by the prime or any subconsultant. If there is no adverse interest you shall include the following statement: "I have reviewed the State Adverse Interest Statute and determined that there is no adverse interest for anyone on this Agreement team." This information should be included in your transmittal letter/cover page or executive summary.

I-7. Rejection of Proposals. The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

I-8. Subcontracting. Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

If a Joint Venture responds to this RFP, the Commission will not accept separate proposals from joint venture constituents. A firm will not be permitted to submit a proposal on more than one (1) joint venture for the same RFP. Also, a firm that responds to this RFP as a prime may not be included as a designated

subconsultant to another firm that responds to the same RFP. Multiple responses under any of the forgoing situations will cause the rejection of all responses of the firm or firms involved. This does not preclude a firm from being set forth as a designated subconsultant to more than one prime consultant responding to the RFP.

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

I.10. Questions and Answers. Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to RFP-Q@paturndpike.com with **RFP 16-10480-7488** in the Subject Line to be received no later than **12:00 PM** local time on **Monday, July 18, 2016**. Proposers shall use the form provided in **Appendix B** to submit the questions. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

I-11. Addenda to the RFP. If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission's website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

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

I-12. Response. To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **2:00 PM** local time on **Tuesday, August 16, 2016**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

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

I-13. Proposals. To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5)** hard copies of the Technical Submittal, **five (5)** hard copies of the Diverse Business (DB) participation submittal, and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, two **complete and exact copies** of the Technical, Cost and DB submittals, along with all requested documents on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format. The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version

number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix E to this RFP) and the Proposal Cover Sheet is attached to the proposal, the requirement will be met. For this RFP, the proposal must remain valid for at least **120** days. Moreover, the contents of the proposal of the selected Proposer will become contractual obligations if a contract is entered into.

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

Overnight Delivery Address:

Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
700 South Eisenhower Blvd.
Middletown, PA 17057

US Mail Delivery Address:

Contracts Administration Department
Attn: Stephanie Newbury
PA Turnpike Commission
P.O. Box 67676
Harrisburg, PA 17106

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

I-14. Economy of Preparation. Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

I-15. Discussions for Clarification. Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

I-16. Best and Final Offers. The Issuing Office reserves the right to conduct discussions with Proposers for the purpose of obtaining "best and final offers." To obtain best and final offers from Proposers, the Issuing Office may do one or more of the following: a) enter into pre-selection negotiations; b) schedule oral presentations; and c) request revised proposals. The Issuing Office will limit any discussions to responsible Proposers whose proposals the Issuing Office has determined to be reasonably susceptible of being selected for award.

I-17. Prime Proposer Responsibilities. The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

I-18. Proposal Contents. Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

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

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

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

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

65 P.S. §67.102 (emphasis added).

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

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

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

The Office of Open Records also notes that with regard to "confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the

information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure *would* cause substantial competitive harm.” (emphasis in original).

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

I-19. Debriefing Conferences. Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

I-20. News Releases. News releases pertaining to this project will not be made without prior Commission approval, and then only in coordination with the Issuing Office.

I-21. Commission Participation. Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

I-22. Cost Submittal. The cost submittal shall be placed in a separately sealed envelope within the sealed proposal and kept separate from the technical submittal.

I-23. Term of Contract. The term of the contract will commence on the Effective Date (as defined below) and will end after three (3) years with options to renew for two (2) additional one-year periods. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

I-24. Proposer’s Representations and Authorizations. Each Proposer by submitting its proposal understands, represents, and acknowledges that:

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

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

I-25. Indemnification. The Proposer shall be responsible for, and shall indemnify, defend, and hold harmless the Commission and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of Proposer, its employees, or its subcontractors while engaged in performing the work of the Agreement or while present on the Commission's premises, and for breach of the Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that Proposer is responsible for any use of such information not permitted by the Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workers' Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

I-26. Insurance. Proposer will comply with the Insurance requirements as described in **Appendix C - Insurance Specification**.

I-27. Diverse Business (DB) Requirements. Proposer will comply with the DB Requirements as described in **Appendix D – Diverse Business (DB) Requirements**.

PART II

INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal and all Diverse Business cost data should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of three separately sealed submittals:

1. Technical Submittal, which shall be a response to RFP **Part II, Section II-1**;
2. Diverse Business Participation Submittal, in response to RFP **Part II, Section II-2**; and
3. Cost Submittal, in response to RFP **Part II, Section II-3**.

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

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

II-1 Technical Submittal.

A. Proposal Cover Sheet (See Appendix E)

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: **Safety Consultant for Accident and Illness Prevention Program (AIPP), RFP 16-10480-7488**. Appendix E must be signed by an individual who is authorized to negotiate terms, render binding decisions and commit your firm's resources. In addition it is required that all information requested in Appendix E be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

B. Table of Contents

Include a clear identification of the material by section and by page number.

C. Executive Summary

Summarize your understanding of the work to be done and make a positive commitment to perform the work necessary. This section should summarize the key points of your submittal. (Limit to two pages.)

D. Firm Overview

Provide a brief history and description of your firm's business organization and its safety consulting services, such as: Health and Safety (HANDS) process and reporting, training and incident investigation service expertise and experience as it relates to the requirements discussed in Part IV of this RFP. Include the location of offices and the number and types of consultants or other relevant professional staff in each office. Discuss your firm's presence in and commitment to the Commonwealth of Pennsylvania. Include a discussion of the specific expertise and services that distinguish your firm.

If you propose to subcontract any portion of the work described in your response, the subcontracted firm or firms must be identified in this section. The role of the firm or firms should be explained along with a description of the specific expertise and services that the firm or firms contribute to the overall value of your proposal.

E. Personnel

Provide the names, proposed roles, background and experience, current professional licenses, office location and availability of the consulting personnel that would perform the safety consultant services as described in Part IV of this RFP. Specifically identify the primary person(s) who will be responsible for managing the relationship with the Commission during this endeavor. Proposer must submit a current resume for all proposed staff listing relevant experience and applicable professional affiliations.

F. Relevant Experience and Expertise

Provide a narrative statement regarding your safety consulting services expertise and experience as it relates to Part IV of this RFP. Additionally include a statement regarding your understanding of the requirements as outlined in this RFP and your ability to provide safety consulting services in accordance with the same.

Describe your firm's experience in providing similar safety consulting services to other clients, especially other governmental entities and/or similar public/private sector transportation organizations. Describe the business practices that enable you to complete these tasks in an efficient, timely and, at times, expeditious manner.

Provide a list of three references of clients for which your firm has performed similar work, as described in this RFP, within the past three years.

Include a statement regarding any other specialized safety consulting services your firm may offer.

G. Approach

Provide a description of the proposed approach/methodology that you will follow, along with a project plan and realistic timeline that identifies the phases and tasks required to complete the services defined in Part IV. Include in this section the deliverables and reports that will be provided, the project controls that will be used, and the tasks that will be performed.

Provide a description of all of the deliverables that you will provide as an output of the project plan.

Provide relevant samples of deliverables and project plans from similar services that your firm was primarily responsible for producing.

II-2 Diverse Business (DB) Requirements (Appendix D).

The Commission's Diverse Business (DB) Requirements for this procurement and a resulting contract are identified in Appendix D. There is no minimum participation level (MPL) for DBs established for this contract. However, the utilization of DBs are encouraged and will be considered as a criteria in the evaluation of proposals and may be considered as a factor in the Commission's selection of a firm for this contract.

The proposer must include in its DB participation submittal that it meets the requirements set forth in the Commission's DB Requirements - Appendix D. In particular, the proposer shall address the section of the DB Requirements labeled, "Actions Required by Proposer during the procurement/consultant selection phase". In addition, the DB participation submittal shall indicate the amount of DB participation incurred in the proposal in terms of dollars committed or percentage of total contract amount.

II-3 Cost Submittal.

The information requested in this section shall constitute your cost submittal. **THE COST SUBMITTAL SHALL BE PLACED IN A SEPARATE SEALED ENVELOPE WITHIN THE SEALED PROPOSAL AND ON A CD-ROM, SEPARATE FROM THE TECHNICAL SUBMITTAL.**

Proposers should **not** include any assumptions in their cost submittals. If the proposer includes assumptions in its cost submittal, the Issuing Office may reject the proposal. Proposers should direct in writing to the Issuing Office pursuant to Part I-10, Questions and Answers of this RFP any questions about whether a cost or other component is included or applies. All Proposers will then have the benefit of the Issuing Office's written answer so that all proposals are submitted on the same basis.

Proposers must complete **Appendix F - Cost Submittal Worksheet**.

- Proposers must provide a rate range for each position identified in **Appendix F - Cost Submittal Worksheet**. The Cost Submittal Worksheet should depict the maximum fully loaded rates the Proposer would typically charge for each position. These rates will establish not-to-exceed rates per role for the contract.

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

PART III

CRITERIA FOR SELECTION

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

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

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

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

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

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

1. Proposer and Personnel Qualifications and Experience
 - a. Proposer's relevant experience and expertise in conducting safety consulting services as it relates to the requirements discussed in Part IV of this RFP.
 - b. Qualifications, experience and competency of professional personnel who will be assigned to the contract by the Proposer including tenure with firm, length of time in the industry and type of experience.
 - c. Financial ability of the Proposer to undertake a project of this size.
 - d. Response of references if the Commission elects to solicit them.
2. Approach
 - a. Understanding of the Commission's needs and scope of work.
 - b. Soundness of proposed approach, methodology, and deliverables for conducting safety consulting services as it relates to the requirements discussed in Part IV of this RFP.
 - c. Responsiveness to the Commissions desire for expeditious timeline for completion.

- d. Quality, completeness and applicability of sample deliverables provided.
 - e. Responsiveness, organization, and clarity of Proposal.
3. Cost.
- While this area may be weighted heavily, it will not normally be the deciding factor in the selection process. The Commission reserves the right to select a proposal based upon all the factors listed above, and will not necessarily choose the firm offering the best price. The Commission will select the firm with the proposal that best meets its needs, at the sole discretion of the Commission.
4. Commitment to Diversity and Inclusion.
- This refers to the inclusion of DB firms, as described in Part II-2. Participation may be measured in terms of total dollars committed or percentage of total contract amount to certified DB firms.

PART IV

WORK STATEMENT

IV-1. Objectives.

a. General. The proposer must possess extensive experience and knowledge to support the Pennsylvania Turnpike's Accident and Illness Prevention Program (AIPP) in accordance with Article X, Health and Safety Sec. 1001 of the Pennsylvania Workers' Compensation Act. They must be able to assist in the assessment, development, implementation and audits to comply with reporting requirements to the Commonwealth in order to ensure the Commission maintains its self-insurance status. In addition, the proposer must be able to provide new and innovative technologies to support the goal of improving the current and future AIPP. This may include conducting site assessments at designated locations to evaluate practices, procedures, and conditions that may prevent or eliminate injury or illness as identified by the Traffic Engineering & Operations Department, Employee & Customer Safety Unit.

In addition the Proposer will need to be licensed and/or a certified safety professional. Proposer will routinely provide support to the Traffic Engineering & Operations Department, Employee & Customer Safety Unit to include a representative who will work closely with said department to ensure that these services are effective.

b. Specific. To effectively support the Turnpike's AIPP, the Proposer must routinely develop and assist the Traffic Engineering & Operations Department, Employee & Customer Safety Unit in implementing effective programs to comply with Article X, Health and Safety Sec. 1001 of the Pennsylvania Workers' Compensation Act.

IV-2. Nature and Scope of the Project. The Proposer shall review and comment on existing safety programs. Proposer shall assist in identifying hazards at all Commission facilities, provide methods of mediating these hazards, and review federal and state requirements, and as required by the Pennsylvania Department of Labor and Industry, compliance with the Pennsylvania Workers' Compensation Act for Self-Insured status, and any other related consultation on safety issues not here-in identified, but may be identified through annual safety assessments, quarterly reviews, daily observations, or as identified by Commission staff.

Work will be assigned through a work order request for proposal process. Invoices should be submitted monthly for those months in which activities are performed in relation to a work order. Each work order will identify whether costs will be paid on a time and materials or on a receipt of deliverables basis.

In addition, the Proposer shall be able to perform Job Safety Analysis, Hazard Assessments, Incident investigations, air and noise safety testing and provide training. The Proposer should also be able to provide guidance and support with implementing a safety management system.

This project will require on site visits as needed to various Commission locations, as listed in **Appendix G** - Pennsylvania Turnpike Commission Locations.

IV-3. Requirements. The Proposer must ensure that the Pennsylvania Turnpike Commission Accident and Illness Prevention Program (AIPP) are in compliance with applicable state and federal regulations. The Proposer must also clearly identify staff qualifications related to the development of and delivering of safety related training courses.

IV-4. Tasks. This list is not meant to be all encompassing, but representative of the most common tasks in which the Proposer will support the Commission. Work tasks will include, but not limited to the following:

1. Development, implementation and review of current and future AIPPs
2. Certification of HANDS report
3. Risk assessment and control programs
4. Safety management system guidance and assistance with implementation
5. Workplace safety inspections
6. Safety program development
7. Employee injury investigation
8. Incident rate analysis
9. Job safety assessments
10. Industrial hygiene programs:
 - a. indoor air quality
 - b. job hazard assessment
 - c. hazard communication
 - d. respiratory protection
 - e. hearing conservation
 - f. personal protective equipment
 - g. community right to know reporting
 - h. blood borne pathogens(BBP)
11. Educational and communication programs:
 - a. deliver annual training to maintenance
 - b. specialized educational seminars
 - c. train-the-trainer programs
 - d. in-person and web based training programs development and delivery

IV-5. Reports and Project Control. Provide routine feedback on all tasks monthly or as required by the Traffic Engineering & Operations Department, Employee & Customer Safety Unit.

- a. **Task Plan.** A work plan for each task that identifies the work elements, the resources assigned to the task, and the time allotted to each element and the deliverable items

to be produced. The Proposer must be able to assist with the advancement of comprehensive plans for reducing trends identified by the Traffic Engineering & Operations Department, Employee & Customer Safety Unit.

- b. Status Report.** A written **monthly** progress report covering activities, problems, and recommendations; the report should be keyed to the task plan developed by the Proposer in its proposal, as amended or approved by the Commission. The vendor will provide routine feedback through monthly progress reports to the Traffic Engineering & Operations Department, Employee & Customer Safety Unit.
- c. Problem Identification Report.** An “as required” report, identifying problem areas. The report should describe the problem and its impact on the overall project and on each affected task. It should list possible courses of action with advantages and disadvantages of each, and include Proposer recommendations with supporting rationale. Assess hazards, evaluate, develop program improvements, conduct industrial hygiene and ergonomic evaluations and to provided agency specific training as necessary or as identified by the Traffic Engineering & Operations Department, Employee & Customer Safety Unit.

AGREEMENT

This **AGREEMENT** is made this _____ day of _____, 2016, between the **Pennsylvania Turnpike Commission** (“**COMMISSION**”), an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

AND

(name of contractor) (“**CONTRACTOR**”), a **(state)** corporation, with its principal office at **(address)**.

WITNESSETH:

WHEREAS, the **COMMISSION** desires to satisfy a need for the **(name of solicitation)**;

WHEREAS, by Act No. 211 of the General Assembly of the Commonwealth of Pennsylvania, approved May 21, 1937, and its amendments, the **COMMISSION** is authorized and empowered to enter into an Agreement with the **CONTRACTOR**;

WHEREAS, the **COMMISSION** desires to retain the services of **CONTRACTOR** upon the following terms; and

NOW, THEREFORE, in consideration of these mutual covenants, and intending to be legally bound, the parties agree as follows:

Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in **(solicitation identification, i.e. RFP number)** dated **(date of solicitation)**, titled **(Title of solicitation)** and the **CONTRACTOR’S** proposal dated **(date of contractor’s proposal)**. These documents are made a part of this Agreement by reference.

Commission’s Responsibilities

(As defined in Section I of the RFP, “Commission Participation”)

The **COMMISSION** shall furnish the **CONTRACTOR** access to key personnel, relevant documents, and adequate workspace for completing the work.

Compensation

For the work, services, and material as defined in this Agreement, the **CONTRACTOR** shall be paid a not-to-exceed amount of **(agreement dollar value)**.

The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

Duration of Agreement

The term of this Agreement shall be for a period of **(agreement term)** and shall commence on the Effective Date as defined below.

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained. Each contract will also include an end date for the original term of the contract. This date will be the same for all contracts as a result of this RFP and will be determined by adding **(agreement term)** to the effective date of the first fully executed contract.

This Agreement will not terminate until the **COMMISSION** accepts all work as complete and tenders final payment to the **CONTRACTOR**.

Termination

Either party may terminate this Agreement at any time upon thirty- (30) calendar days written notice. If this notice is given, the **CONTRACTOR** shall be paid only for the services already rendered upon the date of the notice and for the services rendered to the date of termination, subject to all provisions of this Agreement. The notice will be effective on the date of receipt. The right to cancel may be exercised as to the entire project, or as to any particular phase or phases, part or parts, and upon one or upon several occasions, but any termination may not be revoked except upon written consent of the parties through a supplemental Agreement to this Agreement.

Insurance

The **CONTRACTOR**, prior to execution of this Agreement, shall furnish to the **COMMISSION** the certificates of insurances as required in attached **Exhibit “X”** and made a part of this Agreement.

Diverse Business (DB) Requirements

The **CONTRACTOR** agrees to comply with the requirements set forth in the **COMMISSION’S** DB Requirements - **Exhibit X**, attached and made part of this Agreement. In particular, the **CONTRACTOR** agrees to comply with section (d) Consultant Requirements During Performance of Services.

Assignment and Delegation

The **CONTRACTOR** may not transfer, assign, or delegate any terms of this Agreement, in whole or in part, without prior written permission from the **COMMISSION**.

Governing Law

This Agreement will be interpreted according to the laws of the Commonwealth of Pennsylvania.

Observance of Laws

The **CONTRACTOR** agrees to observe all relevant federal, state, and local laws and to obtain in its name all necessary permits and licenses.

Work for Hire

Except for hardware, third party licensed software, and software previously developed by **CONTRACTOR**, all Deliverables, including but not limited to source code, software, specifications, plans, designs and engineering, drawings, data, information or other written, recorded, photographic, or visual materials, trademarks, service marks, copyrights or other Deliverables produced by **CONTRACTOR** or any supplier in the performance of this Agreement shall be deemed "Work Product". All Work Product shall be considered services for hire. Accordingly, except as set forth earlier in this paragraph, all Work Product shall be the exclusive property of the **COMMISSION**.

The **CONTRACTOR** agrees to notify the **COMMISSION** in writing before using any of **CONTRACTOR's** previously developed software for services provided under this Agreement.

The **CONTRACTOR** and the **COMMISSION** will honor all applicable preexisting licenses, copyrights, trademarks, service marks, and patents. If as part of an expense item under this Agreement, the **CONTRACTOR** purchases the right to any license, the agreements for the use or ownership of such license will be placed in the name of the **COMMISSION** along with all other rights and obligations. In addition, the **CONTRACTOR** will mark all Turnpike content or previously unprotected work product designated by the **COMMISSION** with a notice as follows: "Pennsylvania Turnpike Commission, (Year)".

Virus, Malicious, Mischievous or Destructive Programming

Licensor warrants that the licensed product as delivered by Licensor does not contain any viruses, worms, Trojan Horses, or other malicious or destructive code to allow unauthorized intrusion upon, disabling of, or erasure of the licensed products (each a "Virus").

The Commission's exclusive remedy, and Licensor's sole obligation, for any breach of the foregoing warranty shall be for Licensor to (a) replace the licensed products with a copy that does not contain Virus, and (b) if the Commission, has suffered an interruption in the availability of its computer system caused by Virus contained in the licensed product, reimburse the Commission for the actual reasonable cost to remove the Virus and restore the Commission's most recent back up copy of data provided that:

- the licensed products have been installed and used by the Commission in accordance with the Documentation;
- the licensed products has not been modified by any party other than Licensor;
- the Commission has installed and tested, in a test environment which is a mirror image of the production environment, all new releases of the licensed products and has used a generally accepted antivirus software to screen the licensed products prior to installation in its production environment.

Under no circumstances shall Licensor be liable for damages to the Commission for loss of the Commission's data arising from the failure of the licensed products to conform to the warranty stated above.

Liquidated Damages

- (a) By accepting this Contract, the Contractor agrees to the delivery and acceptance requirements of this Contract. If a Contract schedule is not met, the delay will interfere with the Commission's program. In the event of any such delay, it would be impractical and extremely difficult to establish the actual damage for which the Contractor is the material cause. The Commission and the Contractor therefore agree that, in the event of any such delay the amount of damage shall be the amount set forth in this Section "Liquidated Damages" and agree that the Contractor shall pay such amount as liquidated damages, not as a penalty. Such liquidated damages are in lieu of all other damages arising from such delay.
- (b) The Commission and Contractor agree that the Deliverables identified in the Payment Schedule set forth in this Contract as "Major Deliverables" (the "Major Deliverables") shall be those for which liquidated damages shall be applicable in the event of delay of their completion beyond the delivery date specified in the Contract. If Major Deliverables are not identified in the Contract, liquidated damages shall apply to the total value of the Contract.
- (c) The amount of liquidated damages for any such Major Deliverable not completed by the deliverable schedule set out in the Contract shall be three-tenths of a percent (0.3%) of the price of the specifically identified Major Deliverable for each calendar day following the scheduled completion date of such Major Deliverable. Liquidated damages shall be assessed each calendar day until the date on which the Contractor completes such Major Deliverable, up to a maximum of thirty (30) calendar days. Contractor may recoup the total amount of liquidated damages assessed against previous Major Deliverables if the Contractor accelerates progress towards future Major Deliverables and meets the final project completion date set out in the Contract.
- (d) If, at the end of the thirty (30) day period specified in "Liquidated Damages - (c)" above, the Contractor has not met the schedule for completion of the Major Deliverable, then the Commission, at no additional expense and at its option, may either:
 - (1) immediately terminate the Contract and all software, documentation, reports, Developed Materials and any other materials provided for or created for the Commission as a result of this Contract shall be given to the Commission, and the Commission shall be entitled to its remedies under "Termination"; or
 - (2) order the Contractor to continue with no decrease in effort until the work is completed in accordance with the Contract and accepted by the Commission or until the Commission terminates the Contract. If the Contract is continued, any liquidated damages will also continue until the work is completed.

- (e) At the end of the Contract term, or at such other time(s) as identified in the Contract, liquidated damages shall be paid by the Contractor and collected by the Commission by deducting them from the invoices submitted under this Contract or any other contract Contractor has with the Commission, by collecting them through the performance security, if any, or by billing the Contractor as a separate item.
- (f) To the extent that the delay is caused by the Commission, no liquidated damages will be applied.
- (g) If the delays are caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the Contractor and Subcontractor, and without their fault or negligence, the Contractor shall not be liable for liquidated damages for delays, unless the supplies or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

Audit/Retention of Records

CONTRACTOR and its subcontractors shall maintain books and records related to performance of this Agreement or subcontract and necessary to support amounts charged to the **COMMISSION** in accordance with applicable law, terms and conditions of this Agreement, and generally accepted accounting practice. **CONTRACTOR** shall maintain these books and records for a minimum of three (3) years after the completion of the Agreement, final payment, or completion of any contract, audit or litigation, whichever is later. All books and records shall be available for review or audit by the **COMMISSION**, its representatives, and other governmental entities with monitoring authority upon reasonable notice and during normal business hours. **CONTRACTOR** agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to **CONTRACTOR**, or subcontractor, the **COMMISSION** shall adjust future or final payments otherwise due. If no payments are due and owing to **CONTRACTOR**, or if the overpayment exceeds the amount otherwise due, **CONTRACTOR** shall immediately refund all amounts which may be due to the **COMMISSION**. Failure to maintain the books and records required by this Section shall establish a presumption in favor of the **COMMISSION** for the recovery of any funds paid by the **COMMISSION** under this Agreement for which adequate books and records are not available to support the purported disbursement.

Dispute Resolution

All questions or disputes regarding any matter involving this Agreement or its breach shall be referred to the Board of Claims of the Commonwealth of Pennsylvania pursuant to 62 Pa.C.S.A. § 1701 *et seq.* If the Board of Claims either refuses or lacks jurisdiction, these questions or disputes shall proceed as provided in 42 Pa.C.S.A. § 7301 *et seq.* (Statutory Arbitration).

The panel of arbitrators will consist of a representative of each of the parties and a third party chosen by the representatives, or if the representatives are unable to choose, by the American Arbitration Association.

Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents from any claim, liability, damages, losses, causes of action, and expenses, including reasonable attorneys' fees, arising from damage to life or bodily injury or real or tangible personal property caused by the negligence or other tortious acts, errors, and omissions of **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**'s premises, and for breach of this Agreement regarding the use or nondisclosure of proprietary and confidential information where it is determined that **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. The indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or its subcontractors under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee Benefit Act.

Contractor Integrity Provisions

The Contractor Integrity Provisions are attached as **Exhibit X** and made a part of this Agreement.

Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees

- a) to require all of its employees to maintain confidentiality;
- b) to prosecute its employees, officers, and subcontractors for any and all violations of this Agreement;
- c) to keep such agreements in full force and effect;
- d) to obtain from the **COMMISSION** its approval, which shall not be unreasonably withheld, of the terms of such agreements; and
- e) to permit the **COMMISSION** to inspect such agreements and other documents for compliance with these requirements.

3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set forth above.

4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.

5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.

6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.

7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.

8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.

9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

This Agreement may be modified only by a writing signed by both parties.

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

IN WITNESS WHEREOF, the **Pennsylvania Turnpike Commission** and **(Contractor Name)** have executed this Agreement by their duly authorized officers on the date written above.

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

Ann Louise Edmunds
Assistant Secretary-Treasurer

Date

Sean Logan
Chairman

Date

APPROVED AS TO FORM AND LEGALITY:

Albert C. Peters II
General Litigation & Contracts Counsel

Date

Pennsylvania Attorney General

Date

ATTEST:

(Contractor Name)

Signature_____

Date

Signature_____

Date

Name_____

Name_____

Title_____

Title_____

Federal Tax ID No._____

Appendix B

Proposer Questions Form

Proposer Questions			Pennsylvania Turnpike Commission (PTC)			RFP #16-10480-7488		
#	Page	Section	Section Description	Proposer Question	Commission Response			
1.								
2.								
3.								
4.								

APPENDIX C – INSURANCE REQUIREMENTS
INSURANCE SPECIFICATION “C”
MINIMUM INSURANCE REQUIREMENTS
The Pennsylvania Turnpike Commission

Prior to the commencement of any work and until completion and final payment is made for the work / final acceptance of the work, the Professional Service Contractor (Contractor) will provide and maintain the following minimum levels of insurance at Contractor’s own expense. The cost of the required insurance shall be included in the Contractor’s cost proposal and no adjustment shall be made to the contract price on account of such costs. Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. In no event shall Work be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Sub-contractors are properly insured in accordance with the limits and terms described herein. Contractor shall not permit any Sub-contractor to commence work hereunder until such evidence has been provided to the Contractor.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least “A-, Class VIII”.
- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor’s policy(ies) has a Self-Insured Retention exceeding \$50,000 on any policy, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an “occurrence” basis. Claims-Made coverage must include:
 - i. The retroactive date must be on or prior to the start of work under this contract; and
 - ii. The Contractor must purchase “tail coverage/an extended reporting period” or maintain coverage for a period of three years, subsequent to the completion of their work / final payment.
- d) The Contractor’s insurance carrier (s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor’s responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above it is the responsibility of the Contractor to report any

APPENDIX C – INSURANCE REQUIREMENTS
INSURANCE SPECIFICATION “C”
MINIMUM INSURANCE REQUIREMENTS
The Pennsylvania Turnpike Commission

notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

- e) Contractor shall provide the Commission with Certificates of Insurance, evidencing the insurance coverages listed below prior to the start of work of this Project and thereafter upon renewal or replacement of each coverage. The Contractor shall not begin any work until the Commission has reviewed and approved the Certificate of Insurance.

Failure of the Commission to demand such certificate or other evidence of full compliance with these insurance requirements or failure of the Commission to identify a deficiency from evidence that is provided shall not be construed as a waiver of Contractor's obligation to maintain such insurance.

- f) The Commission, and its Commissioners, officers, employees, and agents shall be added as ADDITIONAL INSURED on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations on a primary noncontributory basis. Coverage should be provided for a period of three years subsequent to the completion of work/final payment.

The Commission reserves the right to require Contractor to name other parties as additional insureds as required by the Commission.

- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the insurance maintained by the Contractor.
- h) The amount of insurance provided in the aforementioned insurance coverages, shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not described above which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

APPENDIX C – INSURANCE REQUIREMENTS
INSURANCE SPECIFICATION “C”
MINIMUM INSURANCE REQUIREMENTS
The Pennsylvania Turnpike Commission

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. Workers’ Compensation and Employer’s Liability:

Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

- a) Workers’ Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:
 - Bodily Injury by Accident: \$500,000 Each Accident
 - Bodily Injury by Disease: \$500,000 Each Employee
 - Bodily Injury by Disease: \$500,000 Policy Limit
- c) Includes sole proprietorships and officers of corporation who will be performing the work.
- d) Where applicable, if the Contractor is lending or leasing its employees to the Commission for the work under this contract, it is the Contractor’s responsibility to provide the Workers Compensation and Employer’s Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement.

2. Commercial General Liability:

Provided on standard ISO forms or an equivalent form including Premises - Operations, Independent Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

- a) Occurrence Form with the following limits:
 - (1) General Aggregate: \$2,000,000
 - (2) Products/Completed Operations Aggregate: \$2,000,000
 - (3) Each Occurrence: \$1,000,000
 - (4) Personal and Advertising Injury: \$1,000,000

3. Automobile Liability:

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”), if you do not have any Owned Vehicles you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000

APPENDIX C – INSURANCE REQUIREMENTS
INSURANCE SPECIFICATION “C”
MINIMUM INSURANCE REQUIREMENTS
The Pennsylvania Turnpike Commission

4. Commercial Umbrella Liability:

- a) Policy(ies) to apply on a Following Form Basis of the following:
 - (1) Commercial General Liability,
 - (2) Automobile Liability, and
 - (3) Employers Liability Coverage.
- b) Minimum Limits of Liability
 - Occurrence Limit: \$4,000,000
 - Aggregate Limit (where applicable): \$4,000,000

5. Professional Liability Insurance:

- a) Minimum Limits of Liability
 - Per Claim Limit: \$2,000,000
 - Aggregate Limit: \$2,000,000
- b) The Definition of “Covered Services” shall include the services required in the scope of this contract.

APPENDIX D

Pennsylvania Turnpike Commission DIVERSE BUSINESS (DB) REQUIREMENTS

Diverse Business Participation. The Commission is committed to Diverse Business (DB) participation on competitive contracting opportunities. Firms or entities that have not previously performed work or provided services to the Commission are encouraged to respond to the solicitations. RFPs may include DB participation as part of the criteria for the evaluation of proposals, and the Commission may consider DB participation as a selection factor.

Minimum Participation Level (MPL). The minimum participation level (MPL) for the inclusion of DBs will be established in the RFP/advertisement as a percentage.

(a) General Requirements. Section 303 of Title 74 of the Pennsylvania Consolidated Statutes, 74 Pa.C.S. § 303, requires proposer on contracts funded pursuant to the provisions of Title 74 (Transportation) and 75 (Vehicle Code) administered and issued by the Commission to make Good Faith Efforts to solicit subconsultants that are Diverse Businesses (DBs) as defined in Section 303. The DB requirements of Section 303 apply to this contract.

Section 303 requires proposers to make Good Faith Efforts, as described below, to solicit subconsultants that are DBs during the proposal process to maximize participation of DBs in competitive contracting opportunities.

The Commission is committed to participation by DBs and will enforce the requirements of Section 303 and this section. Failure to make Good Faith Efforts and demonstrate such Good Faith Efforts in the solicitation of subconsultants may result in the proposer being declared ineligible for the contract.

Proposers shall document and submit to the Commission all Good Faith Efforts, as described in this section, to solicit subconsultants that are DBs during the solicitation process.

Proposers are encouraged to utilize and give consideration to consultants offering to utilize DBs in the selection and award of contracts.

Proposers shall not discriminate on the basis of gender, race, creed or color in the award and performance of contracts in accordance with 62 Pa.C.S. §3701.

Failure to comply with the requirements of Section 303 or this specification may result in the imposition of sanctions as appropriate under section 531 of the Procurement Code, 62 Pa.C.S. § 531 relating to debarment and suspension.

The Commission's Director of the Office of Diversity and Inclusion, or designee, is designated the Responsible Official who shall supervise the DB program and ensure that the Commission complies with the DB program.

(b) Definitions. The following definitions apply to terms used in this specification:

1. Disadvantaged Business – A business that is owned or controlled by a majority of persons, not limited to members of minority groups, who are subject to racial, social, ethnic prejudice or cultural bias.

2. Diverse Business – A disadvantaged business, minority-owned or women-owned business or service-disabled veteran-owned or veteran-owned small business that has been certified by a third-party certifying organization.

3. Minority-owned Business – A business owned and controlled by a majority of individuals who are African Americans, Hispanic Americans, Native Americans, Asian Americans, Alaskans or Pacific Islanders.

4. Professional Services – An industry of infrequent, technical or unique functions performed by independent contractors or consultants whose occupation is the rendering of the services, including: (1) design professional services as defined in 62 Pa.C.S. § 901 (relating to definitions); (2) legal services; (3) advertising or public relations services; (4) accounting, auditing or actuarial services; (5) security consultant services; (6) computer and information technology services; and (7) insurance underwriting services.

5. Pro Forma Effort-The act of completing a form or document identifying efforts to solicit DBs for a project in order to satisfy criteria with little or no expectation that the DBs contacted or identified will perform any of the work.

6. Service-Disabled Veteran-Owned Small Business – A business in the United States which is independently owned and controlled by a service-disabled veteran(s), not dominant in its field of operation, and employs 100 or fewer employees.

7. Subconsultant- Any individual, partnership, firm, or corporation entering into a contract with the prime consultant for work under the contract, including those providing professional and other services.

8. Third-party Certifying Organization – An organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. The term includes: (1) the National Minority Supplier Development Council; (2) the Women's Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

9. Veteran-owned Small Business –A small business owned and controlled by a veteran or veterans.

10. Women-Owned Business – A business owned and controlled by a majority of individuals who are women.

(c) Actions Required by Proposer during the procurement/consultant selection phase

1. Submission Requirements – Consultant Responsiveness.

- a. **Minimum Participation Level (MPL) Documentation** - If the documentation submitted with the proposal demonstrates that the proposer has identified DBs sufficient to meet the MPL established for this contract, the proposer will be deemed to have satisfied the DB requirement during this phase. The proposer is required to provide the business name and business address of each DB and supporting documentation that includes proof of certification.

If the consultant's proposal demonstrates the consultant's inability to meet the MPL established for this contract, the proposer shall demonstrate Good Faith Efforts with its proposal. Failure to submit the required documentation demonstrating Good Faith Efforts as further described below with the proposal may result in a rejection of the proposal.

- b. If no MPL has been established for this contract, the proposer is required to either provide a statement of intent that it will self-perform 100% of the work for the agreement, or demonstrate Good Faith Efforts to solicit subconsultants that are DBs. In either case documentation shall be provided with the proposal.

Failure to submit the required information identified above with the proposal may result in a rejection of the proposal.

2. Good Faith Effort Requirements: The documentation of Good Faith Efforts must include the business name and business address of each DB considered. Supporting documentation must also include proof of certification and any explanation of Good Faith Efforts the proposer would like the Commission to consider. Any services to be performed by a DB are required to be readily identifiable to the agreement. Good Faith efforts are demonstrated by seeking out DB participation in the project given all relevant circumstances. The Commission requires the proposer to demonstrate more than Pro Forma Efforts. Evidence of Good Faith Efforts includes, but is not limited to:

- a. Consultant solicits through all reasonable and available means the interest of all certified DBs with the capacity to perform the scope of work set forth in the agreement.
- b. The proposer must provide written notification at least 5 business days before proposals are due to allow the DBs to respond to the solicitation.
- c. The proposer must determine with certainty if DBs are interested by taking appropriate steps to follow up initial solicitations.
- d. The proposer must make efforts to select portions of the work to be performed by DBs to include, where appropriate, breaking out contract work into economically feasible units to facilitate DB participation;
- e. It is the proposer's responsibility to make a portion of the work available to DBs and, to select those portions of the work, so as to facilitate DB participation.
- f. The proposer shall provide evidence of such negotiations that include the names, addresses, and telephone numbers of DBs considered; A description of the information provided regarding the required work and services for the work selected for subconsultants; and evidence as to why additional agreements could not be reached for DBs to perform the work.
- g. Proposers cannot reject or withhold solicitation of DBs as being unqualified without sound reasons based on a thorough investigation of their capabilities.
- h. The DB's standing within its industry, membership in specific groups, organizations or associations and political or social affiliations (for example union v. non-union employee status) are not legitimate causes for the rejection or non-solicitation of proposals in the proposer's efforts to meet the Good Faith Efforts requirement.
- i. Efforts to assist interested DBs in obtaining bonding, lines of credit or insurance.

3. Actions Taken by the Commission. As part of the proposal review process, the Commission will review the submissions to determine whether the proposer has complied with Section 303 and this requirement in the selection of DB subconsultants. The Commission will determine whether the proposer has either met the MPL or provided acceptable documentation as noted above. The Commission reserves the right to contact proposers for clarification during the review and negotiation process.

If the Commission determines that the proposer has failed to either meet the MPL or provide acceptable documentation as noted above, the proposal may be rejected.

(d) Consultant Requirements During Performance of Services.

1. Replacement of a DB Subconsultant. Consultant must continue good faith efforts through completion of the contract. The obligation to make Good Faith Efforts to solicit subconsultants for any type of service extends to additional work required for any service which is identified to be performed by a DB. If at any time during the performance of the work, it becomes necessary to replace or add a subconsultant that is a DB, the consultant, as appropriate, shall immediately notify the Commission and seek approval in writing in accordance with the Agreement of the need to replace the DB, which notice shall include the reasons for the replacement. If a prime consultant who originally indicated that it would self-perform all work subsequently decides to use a subconsultant for any work under the contract, the consultant must submit documentation of all Good Faith Efforts as to the work for which a subconsultant is obtained.

2. Records. Maintain project records as are necessary to evaluate DB compliance and as necessary to perform the reporting function addressed below. Maintain all records for a period of 3 years following acceptance of final payment. Make these records available for inspection by the Commission, its designees or agents. These records should indicate:

2.a. The number of DB and non-DB subconsultants and the type of services performed on or incorporated in this project.

2.b. The progress and efforts made in seeking out DB subconsultant organizations and individual DB consultants for work on this project to increase the amount of DB participation and/or to maintain the commitments made at the time of the proposal to DBs.

2.c. Documentation of all correspondence, contacts, telephone calls, and other contacts made to obtain the service of DBs on this project.

3. Reports. Maintain monthly reports and submit reports as required by the Commission concerning those contracts and other business executed with DBs with respect to the records referred to in subsection (e)2. above in such form and manner as prescribed by the Commission. At a minimum, the Reports shall contain the following:

3.a The number of Contracts with DBs noting the type of services provided, including the execution date of each contract.

3.b The amounts paid to each DB during the month, the dates of payment, and the overall amounts paid to date. If no payments are made to a DB during the month, enter a zero (\$0) payment.

3.c Upon request and upon completion of individual DB firm's work, submit paid invoices or a certification attesting to the actual amount paid. In the event the actual amount paid is less than the award amount, a complete explanation of difference is required.

4. Subconsultant Contracts

4.a. Subcontracts with DB firms will not contain provisions waiving legal rights or remedies provided by laws or regulations of the Federal Government or the Commonwealth of Pennsylvania or the Commission through contract provisions or regulations.

4.b. Prime consultant will not impose provisions on DB subconsultants that are more onerous or restrictive than the terms of the prime's contract with non-DBs.

4.c. Executed copies of subcontracts/purchase orders are to be received by the Commission before the commencement of work by the DB.

5. Payments to DB Subconsultants. Payments to DBs are to be made in accordance with the prompt payment requirements of Chapter 39, Subchapter D of the Procurement Code, 62 Pa.C.S. §3931 et seq. Performance of services by a DB subconsultant in accordance with the terms of the contract entitles the subconsultant to payment.

(e) Actions to be Taken by Commission After Performance of Services. Following completion of the Consultant's services, the Director of the Commission's Office of Diversity and Inclusion or his/her designee will review the overall DB participation to assess the Consultant's compliance with Section 303 and this contract. Appropriate sanctions may be imposed under 62 Pa.C.S. § 531 (relating to debarment or suspension) for a Consultant's failure to comply with Section 303 and the requirements of the contract.

APPENDIX E – PROPOSAL COVER SHEET

Pennsylvania Turnpike Commission Safety Consultant for Accident and Illness Prevention Program (AIPP)

RFP #16-10480-7488

Enclosed in three separately sealed submittals is the proposal for the Proposer identified below for the above referenced RFP:

Proposer Information:	
Proposer Name	
Proposer Mailing Address	
Proposer Website	
Proposer Contact Person/Title	
Contact Person's Phone Number	
Contact Person's Fax Number	
Contact Person's Email Address	
Proposer Federal ID Number	
Location of Headquarters	
Location of Office(s) Performing the Work	
Listing of all Pennsylvania Offices and Total Number of Pennsylvania Employees	

Submittals Enclosed and Separately Sealed:

<input type="checkbox"/> Technical Submittal <input type="checkbox"/> Diverse Business Participation Submittal <input type="checkbox"/> Cost Submittal
Signature
Signature of an official authorized to bind the Proposer to the provisions contained in the Proposer's proposal: _____
Print Name
Title

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs this Proposal Cover Sheet and the Proposal Cover Sheet is attached to the proposal, the requirement will be met.

Appendix F – Cost Submittal Worksheet

Pennsylvania Turnpike Commission
Safety Consultant for Accident and Illness Prevention Program (AIPP)
RFP #16-10480-7488

Appendix F - Cost Submittal Worksheet must include a typical range of fully loaded hourly rates your firm would expect to charge for each of the sample position titles listed.

- This data is requested for evaluation purposes only. Awarded Proposers will be required to provide specific rates in response to individual work order requests.
- This is not intended to be an all-inclusive list. It is both possible and probable that additional position types will be required to perform work order based application services over the duration of the contract. Additional positions, when required, will be identified within work order requests and/or negotiated to be added to the contractor(s) rate card.
- Low end rates should reflect a rate for a competent professional with two to five years of experience. High end rates should reflect the rate for a senior professional who has more than five years of experience and is capable of working in a lead capacity.
- Rates are inclusive of all vendor expenses billable to the Commission. Expenses should not be more than 10% of the rate provided.
- The not-to-exceed rate listed below will become part of the resulting contract for awarded suppliers.

	FULLY LOADED RANGE	
Position Title	Low End	Not to Exceed
Certified Safety Professional (CSP)	\$	\$
Associate Safety Professional (ASP)	\$	\$
National Safety Council Advanced Safety Certificate (ASC)	\$	\$
Occupational Health and Safety Technologist (OHST)	\$	\$
Certified environmental, safety and health trainer (CET)	\$	\$
Safety Trained Supervisor (STS)	\$	\$
Certified Safety and Health Manager (CSHM)	\$	\$

APPENDIX G - TURNPIKE COMMISSION LOCATIONS

PA Turnpike Commission Fare Collection Locations

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
	PA Turnpike Commission Central Administration Building 700 South Eisenhower Boulevard Middletown PA 17057	717-939-9551	20000
	PA Turnpike Commission TRANSCORE 7611 DERRY STREET HARRISBURG PA 17111-5232		
DISTRICT 1	PA Turnpike Commission District 1 Fare Collection WRO - 2200 North Center Avenue New Stanton PA 15672	724-925-8424	20110
	PA Turnpike Commission Pittsburgh Int. #57 MP 56.6 - R.D. #1 Turtle Creek PA 15145	412-372-4964	20120
	PA Turnpike Commission Irwin Int. #67 MP 67.22 - Route 30 Irwin PA 15642	724-863-5411	20130
	PA Turnpike Commission New Stanton Int. #75 MP 75.39 - Rt. 119 & 170 New Stanton PA 15672	724-925-2991	20140
	PA Turnpike Commission M18 Mon-Fayette Expressway 174 Upper Middletown Road Smock PA 15480	412-382-2298	20800
	PA Turnpike Commission M19 Mon-Fayette Expressway MP M19.5 - 1098 Fox Ridge Road New Salem PA 15468	412-382-2296	20810
	PA Turnpike Commission California Mainline Toll Plaza MP M35.0 - RD 1, Box 283 Coal Center PA 15423	724-483-1585	20150
	PA Turnpike Commission M39 Mon-Fayette Expressway Coyle Curtain Rd Interchange Monongahela PA 15063	412-382-2274	20160
	PA Turnpike Commission M44 Mon-Fayette Expressway MP M43.8 - 520 Crackerjack Rd Monongahela PA 15063	412-382-2277	20200
	PA Turnpike Commission M48 Mon-Fayette Expressway 3870 Finleyville-elrama Rd Gastonville PA 15336	412-382-2276	20210
	PA Turnpike Commission M52 Mon-Fayette Expressway 2001 Mainline Toll Plaza Rt 43 Jefferson Hills PA 15025	412-384-6200	20170

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 1	PA Turnpike Commission M4 Mon-Fayette Expressway 5600 PA 43 Smithfield PA 15478		20180
	PA Turnpike Commission M5 Mainline Plaza MON-FAYETTE MP M4.7 - Rubles Mill Road Smithfield PA 15478	724-569-1023	20190
	PA Turnpike Commission AKH - Route 66 Interchange Milepost G9.40 Delmont PA 15626	724-838-8648	20220
	PA Turnpike Commission AKH - Route 130 Interchange Milepost G7.78 Jeanette PA 15644	724-837-9650	20230
	PA Turnpike Commission AKH - Route 30 Interchange Milepost G6.3 Greensburg PA 15601	724-837-5779	20240
	PA Turnpike Commission AKH - Mainline Toll Plaza Milepost G4.7 Greensburg PA 15601	724-837-7383	20250
	PA Turnpike Commission AKH - Route 136 Interchange Milepost G4.03 Greensburg PA 15601	724-755-5002	20260
	PA Turnpike Commission M26 Mon-Fayette Expressway Milepost 26, Bull Run Road Luzerne Township Brownsville PA 15417	412-382-2284	20830
	PA Turnpike Commission M22 Mon-Fayette Expressway Milepost 22 Redstone Way Grindstone PA 15442	412-382-2283	20820
	PA Turnpike Commission MP15 Mon-Fayette Expressway Milepost 15, Old Pitt Road North Union Twp PA 15401	412-382-2292	20840

PA Turnpike Commission
Fare Collection Locations

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 2	PA Turnpike Commission District 2 Fare Collection MP 154.4 - 1643 Ashcom Road Everett PA 15537	814-652-2323	20300
	PA Turnpike Commission Donegal Int. #91 MP 90.7 - Rt. 31 & 711 Donegal PA 15628	724-593-2933	20310
	PA Turnpike Commission Somerset Int. #110 MP 109.9 - Water Works Road Somerset PA 15501	814-445-5482	20320
	PA Turnpike Commission Bedford Int. #146 MP 145.5 - RD #2, Business Rt. 220 Bedford PA 15522	814-623-5011	20330
	PA Turnpike Commission Breezewood Int. #161 MP 162.8 - 1 Mile S. of Rt. 30 Breezewood PA 15533	814-735-4711	20340
	PA Turnpike Commission Fort Littleton Int. #180 MP 179.33 - Route 522 Fort Littleton PA 17223	717-987-3121	20350
	PA Turnpike Commission Willow Hill, Int. #189 MP 188.6 - Rt. 75 Path Valley Road Willow Hill PA 17271	717-349-2411	20360
	PA Turnpike Commission Blue Mountain Int. #201 MP 201.3 - Cumberland Hwy, Rt. 997 Newburg PA 17240	717-423-6549	20370

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 3	PA Turnpike Commission District 3 Fare Collection MP 241.9 - R.D. #1 New Cumberland PA 17070	717-774-1415	20380
	PA Turnpike Commission Carlisle Int. #226 MP 226.3 - Rt. 11 Carlisle PA 17013	717-249-5014	20390
	PA Turnpike Commission Gettysburg Pike Int. #236 MP 236 - Rt. 15 Mechanicsburg PA 17055	717-697-9704	20400
	PA Turnpike Commission Harrisburg West Int. #242 MP 241.9 - R.D. #1 New Cumberland PA 17070	717-774-3600	20410
	PA Turnpike Commission Harrisburg East Int. #247 MP 247.38 - I283 & I76 Highspire PA 17034	717-986-9635	20420
	PA Turnpike Commission Lebanon-Lancaster Int. #266 MP 266.4 - 3018 Lebanon Road Manheim PA 17545	717-665-2255	20430
	PA Turnpike Commission Reading Int. #286 MP 285.09 - 316 Rear Lausch Road Denver PA 17517	717-336-2202	20440
	PA Turnpike Commission Morgantown Int. #298 MP 298.33 - Route 10 Morgantown PA 19543	610-286-5057	20450
	PA Turnpike Commission Downingtown Int. #312 MP 311.93- Rt 100 Pottstown Pike Uwchland PA 19480	610-458-8118	20460

PA Turnpike Commission
Fare Collection Locations

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 4	PA Turnpike Commission District 4 Fare Collection MP 330.1E - 251 Flint Hill Road King of Prussia PA 19406	610-292-3764	20470
	PA Turnpike Commission Valley Forge Int. #326 MP 326.6 - Schuylkill Exp.way King of Prussia PA 19406	610-337-2188	20480
	PA Turnpike Commission Norristown Int. #333 MP 333.28 321 W Germantown Pike Plymouth Meeting PA 19462	610-828-4352	20490
	PA Turnpike Commission Mid County Int. #20, MP A20.0 311 West Germantown Pike Plymouth Meeting PA 19462	610-941-1010	20550
	PA Turnpike Commission Fort Washington Int. #339 MP 338.36 - Route 309 Fort Washington PA 19034	215-646-3062	20500
	PA Turnpike Commission Willow Grove Int. #343 MP 342.9 - Route 611 Willow Grove PA 19090	215-659-0125	20510
	PA Turnpike Commission Bensalem Interchange #351 MP 351.5 - Route 1 Bensalem PA 19020	215-357-5600	20520
	PA Turnpike Commission Delaware Valley Int. #358 MP 357.8 - Route 13 Bristol PA 19007	215-788-8288	20530
	PA Turnpike Commission Delaware River Bridge Int. #359 MP 358.1 - Airport Rd. & Green Lane Bristol PA 19007	215-946-4438	20540
	PA Turnpike Commission Virginia Drive Int. Fort Washington PA 19034	215-654-1185	20560
	PA Turnpike Commission Phoenixville-Malvern Slip Ramp MP 320, SR 29 Malvern PA 19355		20475
	PA Turnpike Commission Street Road Slip Ramp MP 351.9 Bensalem PA 19020		20523

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 5	PA Turnpike Commission District 5 Fare Collection MP A50.1 - 2952 Mountain Road Slatington PA 18080	610-767-5581	20570
	PA Turnpike Commission Lansdale Int. #31, Rt. 9 MP A30.1 - Rt. 63 Kulpsville PA 19443	215-362-3075	20580
	PA Turnpike Commission Quakertown Int. #44, Rt. 9 MP A43.77 - R.D. #2, Box 342 Quakertown PA 18951	215-536-3304	20590
	PA Turnpike Commission Lehigh Valley Int. #56, Rt. 9 MP A57.3 - Rt. 22 Toll Road Exit Allentown PA 18105	610-395-2471	20600
	PA Turnpike Commission Mahoning Valley Int. #74, Rt. 9 MP A75.86 - 1649 Int. Rd @ Rt 209 Lehigh PA 18235	610-377-3550	20610
	PA Turnpike Commission Pocono Interchange #95, Rt. 9 MP A94.6 - Junction I80 & Rt. 940 White Haven PA 18661	570-443-9171	20620
	PA Turnpike Commission Wilkes Barre Int. #105, Rt. 9 MP A105.44 - Rt 115 Bearcreek Blvd Bear Creek PA 18601	570-825-4872	20630
	PA Turnpike Commission Wyoming Valley Toll Plaza MP A112.43 - Rt. 315 Pittston PA 18640	570-655-6014	20640
	PA Turnpike Commission Keyser Ave Toll Plaza MP A121.5 - Keyser Ave Taylor PA 18517	570-562-7802	20660
	PA Turnpike Commission Clark Summit Toll Plaza MP A130.25 - Exit 58 off I81 Clark Summit PA 18411	570-586-4470	20650

PA Turnpike Commission
Fare Collection Locations

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
DISTRICT 6	PA Turnpike Commission District 6 Fare Collection MP B25.71 - 1808 Shenango Rd NEW GALILEE PA 16141	724-336-4800	20670
	PA Turnpike Commission Mt. Jackson Interchange I-376 MP B16.28 - Route 108 New Castle PA 16102	724-891-4227	20740
	PA Turnpike Commission West Mainline Toll Plaza I-376 Milepost B18.07 New Castle PA 16102	724-891-4295	20750
	PA Turnpike Commission Moravia Interchange I-376 MP B19.96 - Route 168 Wampum PA 16157	724-891-4222	20760
	PA Turnpike Commission Gateway Mainline Toll Plaza MP 1.4 - Burkey Road Enon Valley PA 16120	724-336-2440	20680
	PA Turnpike Commission Warrendale Mainline Toll Plaza MP 30 - 117 Plaza Lane Warrendale PA 15086	724-940-0257	20700
	PA Turnpike Commission Butler Valley Int. #39 MP 39.1 - R.D. #2 Gibsonia PA 15044	724-443-3150	20710
	PA Turnpike Commission Allegheny Valley Int. #48 MP 47.7 - R.D. #2 Cheswich PA 15024	724-274-6181	20720
	PA Turnpike Commission Beaver Falls Interchange I-376 MP B28.79 - Wallace Run Road Beaver Falls PA 15010	724-891-4229	20780
	PA Turnpike Commission East Mainline Toll Plaza I-376 MP B30.50 - Route 51 Beaver Falls PA 15010	724-847-7054	20790
	PA Turnpike Commission US 30 Interchange I-576 MP S1.4, Findlay Connector Imperial PA 15126		20270
	PA Turnpike Commission Westport Road I-576 MP 4, Findlay Connector Imperial PA 15126		20280
	PA Turnpike Commission US 22 Interchange I-576 MP S5.6, Findlay Connector Bulgar PA 15019		20290

Dist	Fare Collection Ship-to Address	Phone Number	Cost Center
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Dist	Stor Loc	Maintenance Ship-to Address	Phone Number	Cost Center			
		PA Turnpike Commission Central Administration Building 700 South Eisenhower Boulevard Middletown PA 17057	717-939-9551	30000			
DISTRICT 1							SALT STORAGE LOCATIONS
	STOR	PA Turnpike Commission DISTRICT 1 MAINT MP 39.62 WB 3000 HABERLEIN RD (ALLEGHENY CO) GIBSONIA PA 15044	724-443-7267	30100		SLT1	PA Turnpike Commission BEAVER VALLEY Salt Stor - MP 9.4 WB EXIT 10 NEW GALILEE PA 16141
	HOME	PA Turnpike Commission Homewood Maint Bldg - MP 11.84 EB 256 Foxwood Road (Beaver Co.) Wampum PA 16157	724-846-3290	30110		SLT2	PA Turnpike Commission LAUREL HILL Salt Stor - MP 99.4 EB Westmoreland County Jeanette PA 15644
	SEAR	PA Turnpike Commission Searights Maint Bldg - MP 18.1 135 Upper Middletown Road (Fayette Co.) Smock PA 15504	412-382-2260	30175		SLT3	PA Turnpike Commission CALIFORNIA INT. Salt Stor - MP M34.96 RD1,BX 283 Coal Center PA 15423
	GIBS	PA Turnpike Commission Gibsonia Maint Bldg - MP 39.62 WB 3000 Haberlein Road (Allegheny C) Gibsonia PA 15044	724-443-7268	30120		SLT4	PA Turnpike Commission M5 SMITHFIELD Salt Stor - MP M4.7 NB Rt. 43 Tpk Ext (Fayette C) George Twp Smithfield PA 15478
	HARC	PA Turnpike Commission Harrison City Maint Bldg - MP 63.24 WB 1012 Sandy Hill Rd. (Westmoreland C) Irwin PA 15642	724-744-4461	30130		SLT5	PA Turnpike Commission S6 RTE 22. Salt Stor - MP S5.2 EB Rt 576 Tpk Ext (Washington C) Smith Twp Bulger PA 15019
	DNGL	PA Turnpike Commission Donegal Maint Bldg - MP 88.76 WB 183 Clay Pike Road (Westmoreland C) Acme PA 15610	724-423-4775	30140		SLT6	PA Turnpike Commission ZELINEOPLE Salt Stor - MP 21.7 EB RD 1, Snyder Drive (Beaver C) Rochester PA 15074
	GREE	PA Turnpike Commission Greensburg Maint Bldg - MP G07.2 NB 241 AKH Maint Lane (Westmoreland) Jeanette PA 15644	724-850-7091	30160			
	GREE	PA Turnpike Commission GREENSBURG Salt Storage - MP G7.2 NB A.K.H. BYPASS, TOLL 66 Greensburg PA 15601	724-850-7091	30160			
	JEFF	PA Turnpike Commission Jefferson Hills Maint Bldg - MP M51.40 NB Rt. 43 Turnpike Ext (Allegheny Co.) Jefferson Hills PA 15025	412-382-2200	30170			
	JEFF	PA Turnpike Commission JEFFERSON HILLS Salt Stor. - MP M51.4 NB ROUTE 43 Jefferson Hills PA 15025	412-382-2200	30170			

Dist	Stor Loc	Maintenance Ship-to Address	Phone Number	Cost Center
DISTRICT 2	STOR	PA Turnpike Commission DISTRICT 2 MAINT - MP 154.2 EB 1657 ASHCOM ROAD (BEDFORD C) EVERETT PA 15537	814-652-6122	30190
	SMST	PA Turnpike Commission Somerset Maint Bldg - MP 113.97 EB 202 Menser Road (Somerset C) Somerset PA 15501	814-445-9691	30200
	KEGG	PA Turnpike Commission Kegg Maint Bldg - MP 132.34 WB 1066 Cider Road (Bedford Co.) Manns Choice PA 15550	814-733-2212	30210
	TNL1	PA Turnpike Commission Allegheny Tunnel Milepost 122.18 Berlin PA 15530	814-444-3002	30220
	EVRT	PA Turnpike Commission Everett Maint Bldg - MP 154.42 EB 1657 Ashcom Road (Bedford C) Everett PA 15537	814-652-6122	30230
	BRNT	PA Turnpike Commission Burnt Cabins Maint Bldg - MP 186.03 EB 24455 Locke Road (Huntingdon C) Shade Gap PA 17255	717-349-2610	30240
	TNL2	PA Turnpike Commission TUSCARORA TUNNEL Milepost 186.1 Shade Gap PA 17255	717-349-7186	30250
	TNL3	PA Turnpike Commission BLUE-KITT TUNNELS Milepost 197.4 Amberson PA 17210	717-776-2890	30260
	SLT1	PA Turnpike Commission SIDELING HILL Salt Stor - MP 168.4 WB Breezewood PA 15533		
	SLT2	PA Turnpike Commission ALLEGHENY TUNNEL Salt Stor - MP 122.1 EB Milepost 122.1 EB (Somerset C) Berlin PA 15530		
	SLT3	PA Turnpike Commission Somerset Dome -Milepost 113.97 EB 177 Menser Road (Somerset C) Somerset PA 15501	814-445-9691	30200

Dist	Stor Loc	Maintenance Ship-to Address	Phone Number	Cost Center
DISTRICT 3	STOR	PA Turnpike Commission DISTRICT 3 MAINT - MP 288.33 WB 441 PANORAMA DR (LANCASTER C) DENVER PA 17517	717-445-6712	30270
	NEWV	PA Turnpike Commission NEWVILLE MAINT - MP 214.22 WB 246 CENTER RD (CUMBERLAND C) NEWVILLE PA 17241	717-776-3611	30280
	NCMB	PA Turnpike Commission New Cumberland Maint Bldg MP 243.8 EB 519 Marsh Run Road (York Co.) New Cumberland PA 17070	717-774-8235	30290
	MTGT	PA Turnpike Commission Mt. Gretna Maint Bldg - MP 265.56 EB 3014 Pinch Road (Lancaster Co.) Manheim PA 17545	717-665-4745	30300
	BOWM	PA Turnpike Commission Bowmansville Maint Bldg - MP 288.33 WB 441 Panorama Drive (Lancaster Co.) Denver PA 17517	717-445-6711	30310
	SLT1	PA Turnpike Commission NEW CUMBERLAND Salt Stor MP 245.5 WB - York County New Cumberland PA 17070	717-774-8235	30290
	SLT2	PA Turnpike Commission CARLISLE INT Salt Stor MP 226.3 - Rt. 11 Carlisle PA 17013	717-774-8235	
DISTRICT 4	STOR	PA Turnpike Commission DISTRICT 4 MAINT - MP 333.6 1801 Gallagher Road (MONTGOMERY) PLYMOUTH MEETING PA 19462	610-567-4822	30320
	DVLT	PA Turnpike Commission Devault Maint Bldg - MP 316.27 WB 2225 Valley Hill Rd Malvern PA 19355	610-827-9455	30330
	PLYM	PA Turnpike Commission Plymouth Mtg Maint - MP 333.60 WB 331 West Germantown Pike Plymouth Meeting PA 19462	610-828-3076	30340
	TREV	PA Turnpike Commission Trevose Maint Bldg - MP 353.05 EB 2999 Galloway Road (Bucks Co.) Bensalem PA 19020	215-639-0576	30350

Dist	Stor Loc	Maintenance Ship-to Address	Phone Number	Cost Center
DISTRICT 5	STOR	PA Turnpike Commission DISTRICT 5 MAINT - MP A94.72 SB 511 State Route 940 (CARBON CO) WHITE HAVEN PA 18661	570-443-2045	30370
	QTWN	PA Turnpike Commission Quakertown Maint Bldg - MP A43.70 NB 1800 John Fried Highway (Bucks Co.) Quakertown PA 18951	215-536-3860	30380
	SLAT	PA Turnpike Commission Slatington Maint Bldg - MP A70.10 NB 2952 Mountain Road (Lehigh Co.) Slatington PA 18080	610-767-5252	30390
	TNL4	PA Turnpike Commission LEHIGH TUNNEL Milepost A70.7 LEHIGH COUNTY PA 18951	610-767-5891	30400
	POCN	PA Turnpike Commission Pocono Maint Bldg - MP A94.6 SB 511 State Route 940 (Carbon Co.) White Haven PA 18661	570-443-9517	30410
	WYOM	PA Turnpike Commission Wyoming Valley Maint Bldg - MP A114.50 SB Route 315 (Luzerne Co.) Pittston PA 18640	570-655-1209	30420

Addendum No. 1

RFP #16-10480-7488

Safety Consultant for Accident and Illness Prevention Program (AIPP)

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

QUESTIONS AND ANSWERS

Following are the answers to questions submitted in response to the above referenced RFP as of July 18, 2016. All of the questions have been listed verbatim, as received by the Pennsylvania Turnpike Commission.

Proposer Questions			Pennsylvania Turnpike Commission (PTC)			RFP #16-10480-7488
#	Page	Section	Section Description	Proposer Question	Commission Response	
1	Appendix F	Appendix F	Cost Submittal Worksheet	How should travel expenses, i.e. mileage, tolls, per diem be listed on the cost submittal worksheet?	Travel expense costs are not to be listed on Appendix F – Cost Submittal Worksheet. Travel costs and expenses will be negotiated in each work order under the contract.	
2	13	IV-4 Tasks	10. Industrial Hygiene	Since costs associated with equipment rental, result analysis and shipping costs are unique to each Industrial Hygiene situation, how would you like to see these costs projected for this RFP to be included in the Cost Submittal Worksheet?	Any direct costs related to equipment rental or result analysis are not to be listed on Appendix F – Cost Submittal Worksheet. These costs will be negotiated in each work order under the contract.	
3						
4						

All other terms, conditions and requirements of the original RFP dated July 5, 2016 remain unchanged unless modified by this Addendum.