



The following documentation is an electronically-submitted vendor response to an advertised solicitation from the *West Virginia Purchasing Bulletin* within the Vendor Self-Service portal at [wvOASIS.gov](http://wvOASIS.gov). As part of the State of West Virginia's procurement process, and to maintain the transparency of the bid-opening process, this documentation submitted online is publicly posted by the West Virginia Purchasing Division at [WVPurchasing.gov](http://WVPurchasing.gov) with any other vendor responses to this solicitation submitted to the Purchasing Division in hard copy format.

## Header 3

[List View](#)**General Information** | [Contact](#) | [Default Values](#) | [Discount](#) | [Document Information](#) | [Clarification Request](#)

Procurement Folder: 1019521

Procurement Type: Central Contract - Fixed Amt

Vendor ID: VS0000039520

Legal Name: KPA Services LLC

Alias/DBA: KPA Services LLC

Total Bid: \$161,006.25

Response Date: 04/13/2022

Response Time: 16:52

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SO Doc Code: CRFQ

SO Dept: 0313

SO Doc ID: DEP2200000039

Published Date: 3/31/22

Close Date: 4/14/22

Close Time: 13:30

Status: Closed

Solicitation Description: Safety Management Software Suite

Total of Header Attachments: 3

Total of All Attachments: 3



Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
1	Safety Management Software Suite- Year One				35881.25

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:** Includes one-time set up fee of \$4,600.00 800 users and training package. SDS can be stored in the Resources section of the Software and Mobile App. Full SDS tool is to be available in the May or June 2022 timeframe. No pricing details are available at this time.

**Extended Description:**

Safety Management Software Suite- Year One  
Price for Software and Service - Year One- to include any fees to set up and initiate services as well as software and service for the year

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
2	Safety Management Software Suite- Year Two				31281.25

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:**

**Extended Description:**

Safety Management Software Suite- Year Two

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
3	Safety Management Software Suite- Year Three				31281.25

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:**

**Extended Description:**

Safety Management Software Suite- Year Three

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
4	Safety Management Software Suite- Year Four				31281.25

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:**

**Extended Description:**

Safety Management Software Suite- Year Four

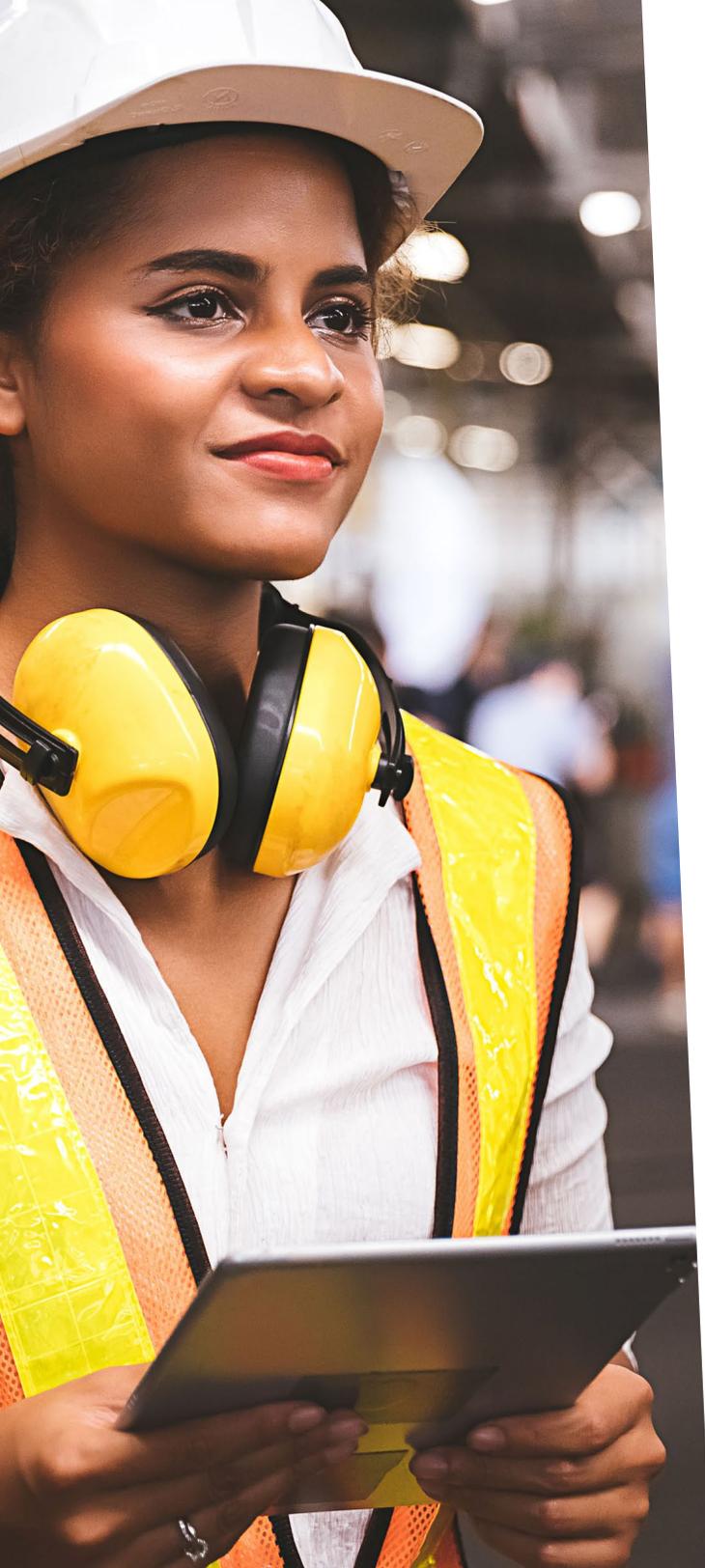
Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Ln Total Or Contract Amount
5	Safety Management Software Suite- Year Five				31281.25

Comm Code	Manufacturer	Specification	Model #
81162000			

**Commodity Line Comments:**

**Extended Description:**

Safety Management Software Suite- Year Five

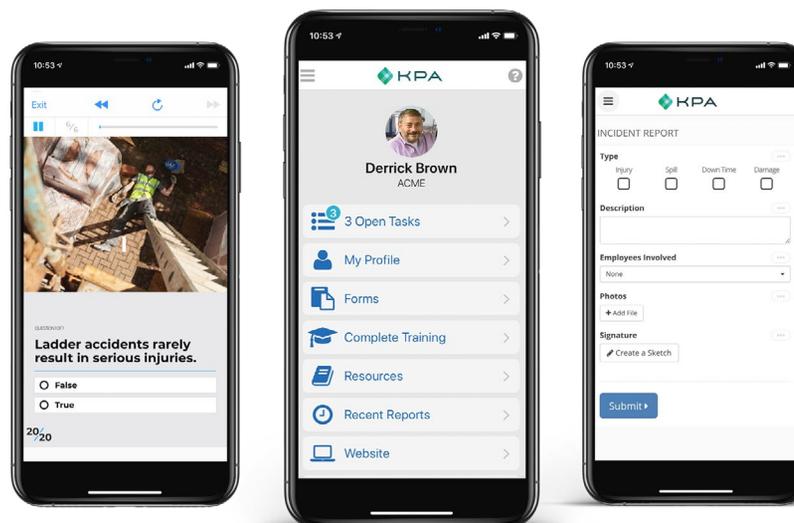


# KPA EHS Software

*Make safety and training management easy and efficient with KPA EHS software.*

KPA EHS software allows organizations to establish and implement a comprehensive safety program, make data-driven decisions, and take real-time action to keep employees safe and compliant. The highly configurable software platform provides EHS managers with flexible tools that can be tailored to the organization's specific business requirements.

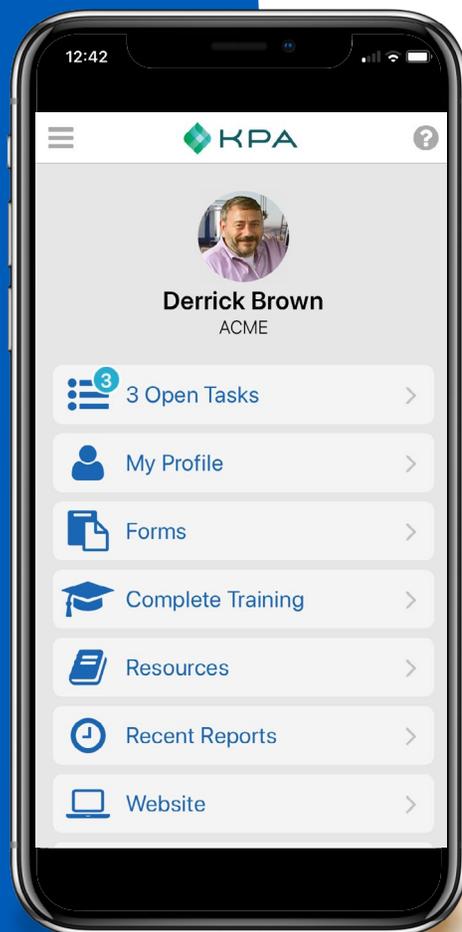
The result is a comprehensive EHS program to help keep workers safe and informed, while staying compliant with federal and state-specific regulations.





## KPA EHS Mobile App

Access reports, training, and resources in the field. KPA provides a free native app for Apple and Android devices through the iTunes App Store and the Google Play store. These apps take advantage of functions like the GPS, camera, push notifications, and offline storage to streamline tasks for your team members in the field.



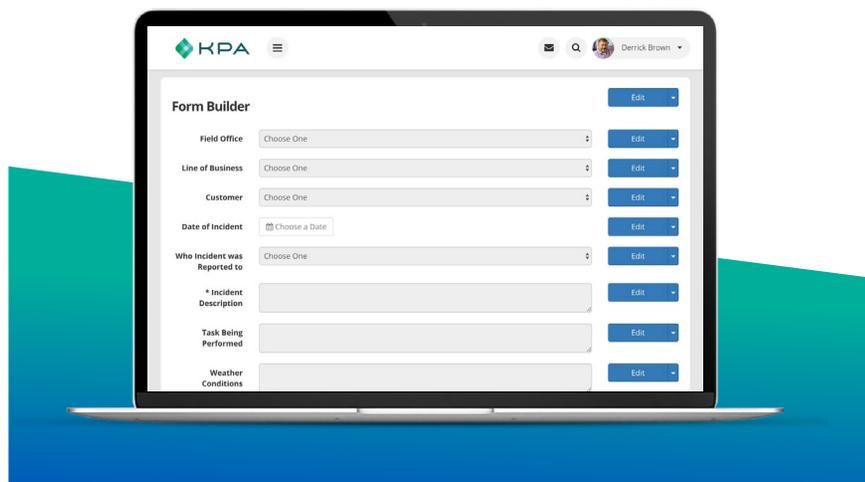
<b>Mobile Forms</b>	Configure forms to manage audits, inspections, incidents, risk assessments, and more
<b>Mobile Training</b>	Complete online training and quizzes
<b>Resource Library</b>	View PDFs and other documents like SOPs, handbooks, and policies
<b>My Profile</b>	Access your profile, training, and other info offline
<b>Push Notifications</b>	Get notified for critical reports or assigned tasks
<b>QR Code Scanner</b>	Scan employee and equipment QR codes
<b>Open-Tasks List</b>	Receive tasks for training, inspections, sign-offs, follow-ups, and more

## Forms

Create forms tailored to your EHS program. Quickly develop and deploy EHS forms such as inspection checklists, near-miss, and incident reports with a powerful form builder. You can customize an existing form for the forms library or create a new one from scratch. Once you've created a form, it will be available for your team to fill out either through their web browser or the mobile app. As your team fills out their reports, set up automatic notifications to know exactly when a report is submitted. Then access the platform to search and analyze all of the forms you're collecting.

### Forms can include:

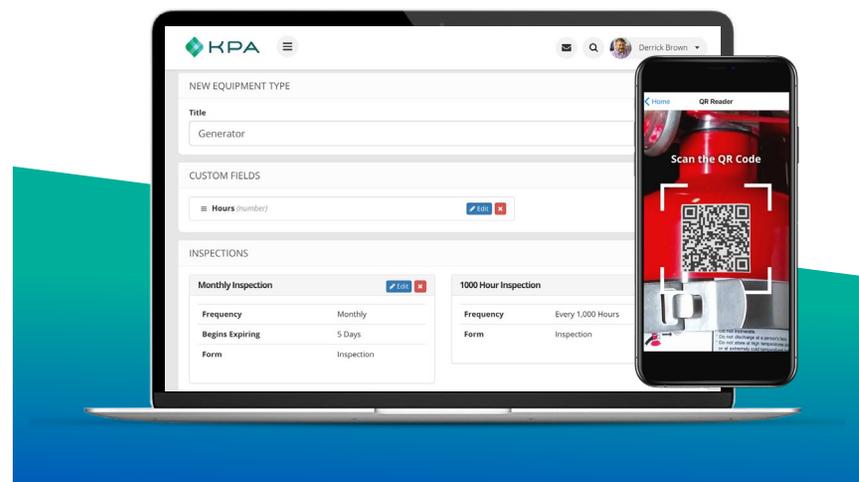
- ◆ Photos
- ◆ Attachments
- ◆ Signatures
- ◆ GPS
- ◆ Configurable workflow
- ◆ Follow-up tracking
- ◆ Offline reporting
- ◆ Alerts



## Equipment Management

KPA EHS software lets you track and complete inspections for any type of equipment. You determine how often inspections are due, who they are assigned to, and what form should be completed. The system will automatically track the status and assign tasks to keep things running smoothly.

<b>Schedule Inspections</b>	Create an "equipment type" including what inspections need to be completed and how often.
<b>Assign Inspections</b>	Assign an equipment inspection to any employee. When the inspection status expires, the assignees will receive a task in their open-task list.
<b>Inspection Status Reports</b>	Run inspection status reports any time to see which assets have up-to-date, expiring, or expired inspections.
<b>QR Codes</b>	Each asset is assigned a QR code. Team members can simply scan a QR code and perform an inspection in seconds.

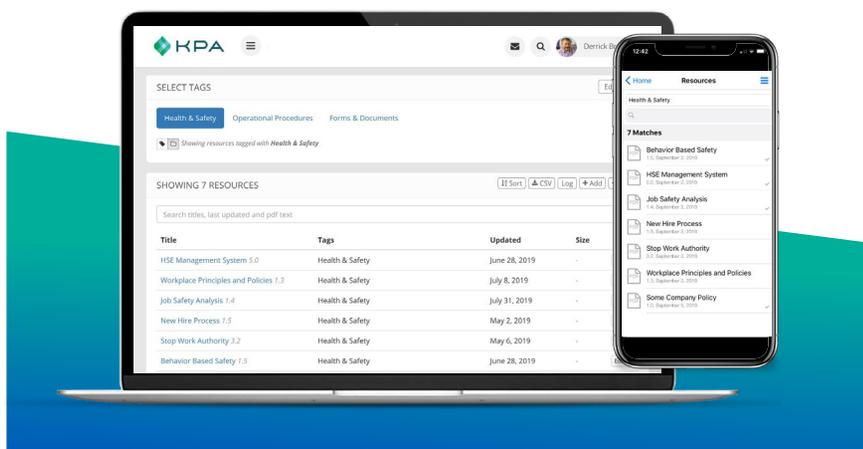


## Resource Library

Make safety and compliance easy and efficient with the KPA EHS Resource Library.

Access over 180 pre-written policies, procedures, posters, and “Toolbox Talks” training content. The resource library covers complex OSHA regulatory topics such as emergency response, equipment safety, hazard communication, injury and illness prevention, and much more.

Customize the existing templates to meet your business requirements. You can also upload your own existing content as needed.



## Configurable Workflow

Add efficiency to your safety program by automating multi-step safety management processes.

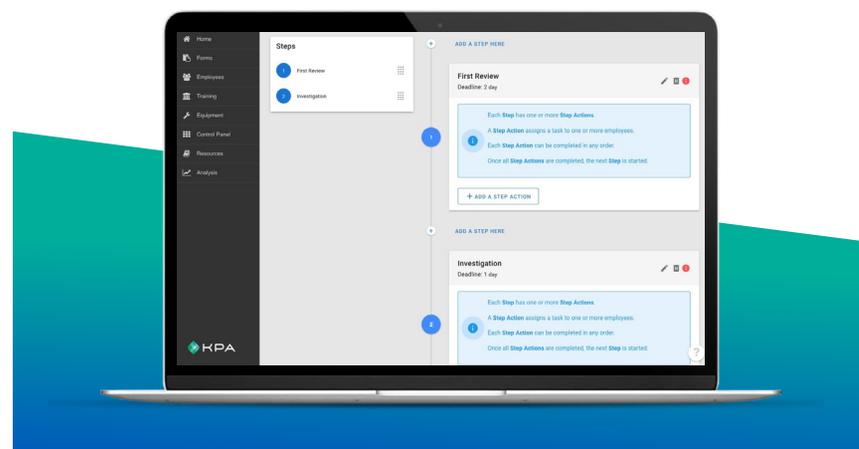
With KPA EHS, you can develop multi-step workflows to manage processes requiring approvals, collaboration, and input from multiple employees. Typical workflow uses include:

- ◆ Incident Reports
- ◆ Investigation Reports
- ◆ Management of Change
- ◆ OSHA Recordable Incidents

Within each workflow step, responsible party, deadlines, and actions are assigned. Actions include:

- ◆ Add Notes
- ◆ Add Attachments
- ◆ Add Required Signature
- ◆ Reassign or stop the workflow

Each workflow has a time-stamped audit trail, called a transcript, so all actions taken in each workflow are fully documented.

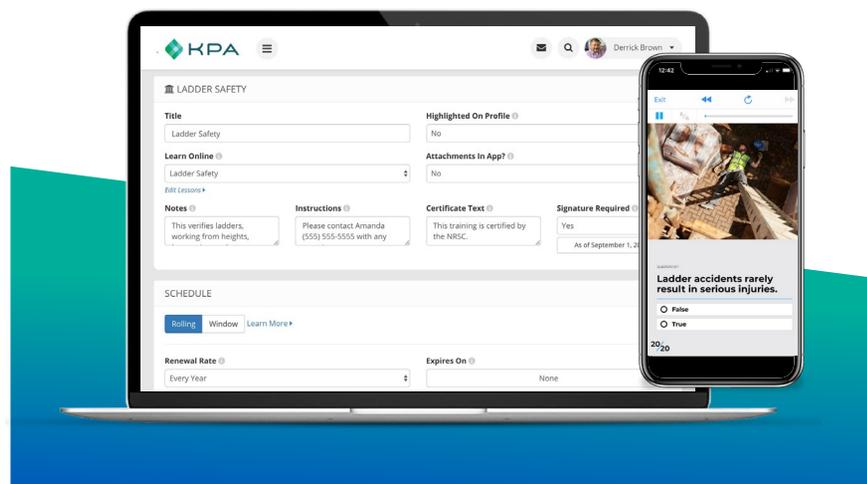




## EHS Training and Learning Management

Training is critical to the success of any EHS Program. With KPA EHS software, you can access a feature-rich learning management system that gives you the tools to keep your team educated and informed.

<b>Assign Training</b>	Assign training to your team and let the system monitor tasks and completion status.
<b>Run Status Reports</b>	See which team members have expiring or out-of-date training.
<b>Pre-Built Course Library</b>	Import and edit content from a pre-built library of lessons to fit your organization's policies and procedures.
<b>Customize Online Training</b>	Create your own training content using PowerPoint slides, videos, quizzes, and more.
<b>Mobile Access</b>	Complete training and take quizzes from your mobile device.



## Reporting & Dashboards

Analyze your EHS data and take corrective and preventive actions. Configure dashboards to show performance measurements relevant to your business.

- ◆ Filter and analyze responses
- ◆ View responses as charts, trends, or custom field
- ◆ Export data to PDF or Excel
- ◆ Assign follow-ups to employees and track progress to closure
- ◆ Schedule automated report analysis daily, weekly, etc.
- ◆ Generate OSHA-required reports

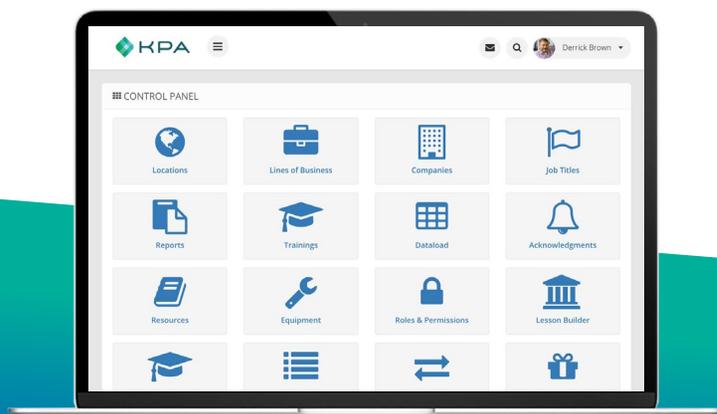




## Administration Made Easy

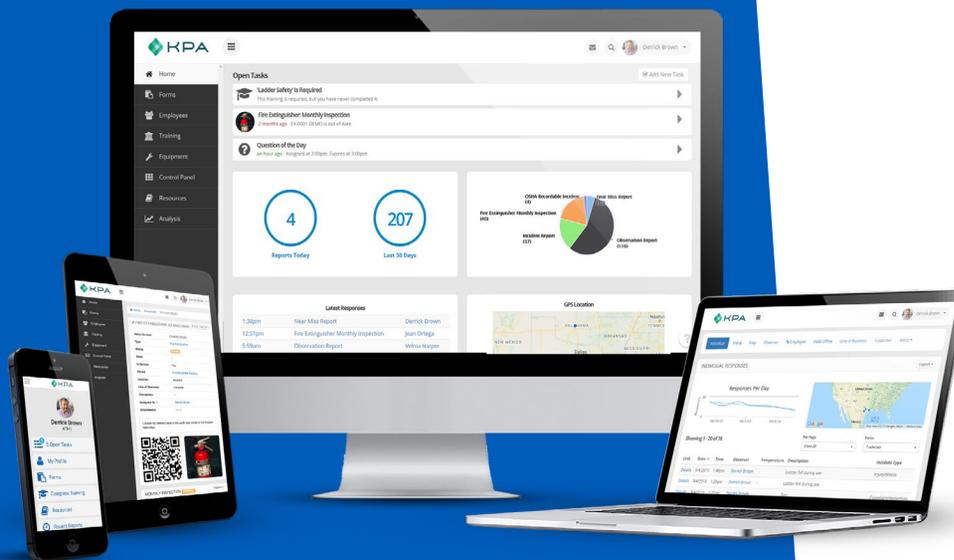
The KPA EHS Control Panel makes it easy to administer your KPA EHS software account. With the Control Panel, quickly configure the system to fit your team and processes.

<b>Employee Management</b>	Search your employee profiles, create new profiles, generate QR code stickers, view open tasks, add custom fields, and more.
<b>Roles &amp; Permissions</b>	Start with three standard roles: Employee, Manager, and Admin. From there create new roles, delete existing roles, and re-configure permissions however you prefer.
<b>Scheduled Reports</b>	Setup daily, weekly, monthly, or annual reports that are automatically emailed to you or your team with PDF or spreadsheet attachments such as training status, inspection status, recent reports, pending follow-ups, and more.
<b>Importing Data</b>	Add employees, assets, trainings, and more directly into this system or upload a spreadsheet to batch import large amounts of data.
<b>API</b>	The API offers programmatic access to your data for your IT group. Dozens of data types are available including form responses, training completions, inspections, employee profiles, follow-ups, and more.





# Improve Safety. Lower Risk. Save Money.



KPA solutions help clients identify, remedy, and prevent workplace safety and compliance problems across their entire enterprise.

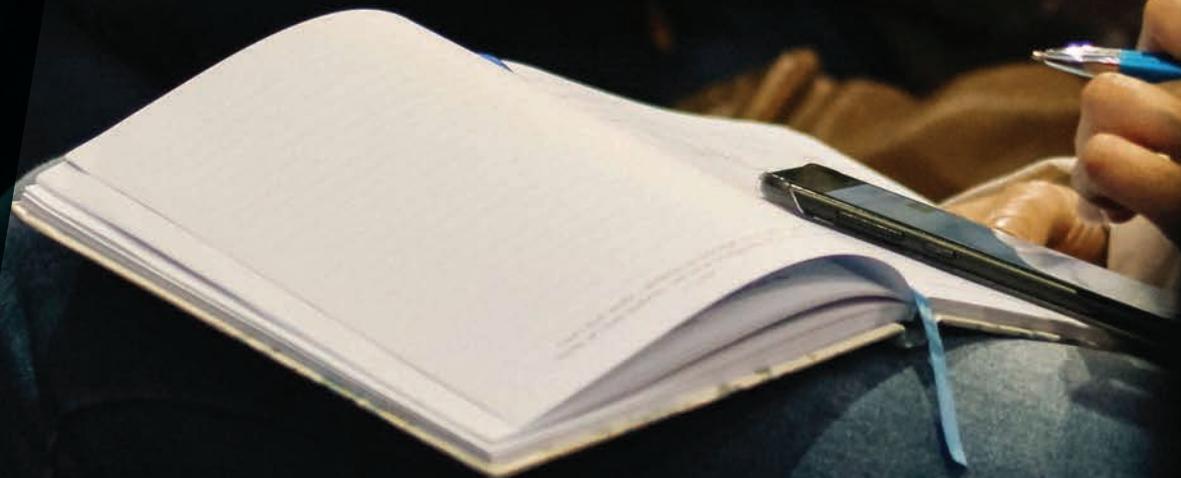
The combination of KPA's software, consulting, and training helps organizations minimize overall risk so they can focus on what's important—their core business.

For more information visit [www.kpa.io](http://www.kpa.io)  
or call **866.356.1735**.



# Training Catalog

March 2022



# Training from KPA: The Trusted Choice for Your Business



## Online

KPA's online courses make it easier for employees to get the training they need to improve on the job performance, ensure regulatory compliance, and reduce costly liabilities for your business.



## Interactive and Engaging

Utilizing real-world stories, thought-provoking scenarios, and engaging interactivity, our trainings are developed in accordance with instructional design best practices to drive results.



## Award Winning

Our professional content developers work to deliver training that exceeds industry standards in terms of effectiveness, efficiency, and overall quality.



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## Training Detail Key



**Available Onsite**



**Available Online**



**Available in English**



**Available in Spanish**

KPA's compliance courses are intended to satisfy regulatory requirements, where applicable. However, requirements may vary based on state, industry, and work performed. Additionally, this catalog includes all trainings offered by KPA; availability of specific trainings will vary by product. Contact KPA for help determining your business's specific training needs and what products are right for you.



# Environment, Health & Safety

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# General EHS

## Accident Record-Keeping with OSHA 300 Logs

This training addresses OSHA's regulatory requirements on accident reporting. Designed for managers, it covers the criteria for recording, the forms that need to be completed, and the new reporting regulations.



## Back Injury Prevention

This training will go over proper lifting techniques that will help employees avoid injury. It also covers back anatomy basics and best practices for safer lifts.



## Basic First Aid Awareness

This training covers basic first-responder techniques to keep people safe and alive until EMS arrives. It includes information on many different emergencies, such as heart attack, choking, burns, and appropriate responses, including CPR.



## Bloodborne Pathogen Program Assessment

This tool for managers helps determine if OSHA regulations require a Bloodborne Pathogen Program to be maintained at their facility.



## Bloodborne Pathogens

This training covers protection against common types of bloodborne pathogens, situations where pathogens pose a hazard, and protection. Other course topics include personal protective equipment (PPE), the Hepatitis B vaccine, and incident response.



## Bloodborne Pathogens - General Awareness

This employee training gives a general overview of the common types of bloodborne pathogens and how you can protect yourself in the workplace. Topics include routes of entry, universal precautions, and best practices for minimizing exposure.



## Chair Safety

This training describes the importance of chair inspections to prevent injury.



## Clean Water Act Section 404 Permits

This training goes over the process of obtaining a Section 404 permit for dredging and filling operations. It includes an overview of the different types of permits, best practices, and the intentions behind of Section 404 permits.



## Confined Space Entry Awareness

This training covers basic confined space entry procedures and includes information on roles and responsibilities, common hazardous conditions and controls, atmospheric testing, and rescue procedures.



## Driver Safety Series: Defensive Driving

This training covers safe driving habits, blind spots, following distances, driving at night, adverse weather conditions, and sharing the road.



## Driver Safety Series: Distracted Driving

This training discusses common distractions and how to identify other distracted drivers on the road. It includes electronic devices, mirror adjustments, eating, aggressive driving, stress, fatigue, and drug use.



## Driver Safety Series: Driver Preparedness

This training educates employees on vehicle inspections, safety systems, and emergency preparedness. This material aims to prepare non-commercial drivers to be prepared for any incident that may occur on the road and to reduce their overall risk.



## Electrical Safety Awareness

This training discusses the characteristics of electricity and how to minimize risk. It includes common electrical hazards in the workplace, electrical injuries, emergency response procedures, and OSHA's and NFPA's roles in electrical safety.



## Emergency Response

This training will discuss major categories of emergencies and give basic guidelines for each. Topics include facility evacuation, fire and explosion, natural disasters, chemical overexposure, spill response, and medical emergencies.



## Environmental & Safety Risk Assessment

This tool for managers outlines critical environmental and safety guidelines. It helps to ensure departments are running departments safely and efficiently, employees are safe, and the facility stays compliant with federal regulations.



## Environmental Management Systems

This training guides the learner through the process of creating and implementing of an environmental management system (EMS) based on ISO 14001 guidelines. It includes best practices and the benefits of having an EMS.



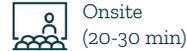
## Environmental Regulations Overview

This training gives an overview of six major, commonly-encountered environmental regulations organizations. It covers best practices for compliance as well as the historical context and relevance of these regulations.



## Ergonomics Awareness

This training educates employees on work-related musculoskeletal disorders, elements of an ergonomic safety program, ergonomic stressors commonly found in the workplace, and actions to take that will minimize injuries.



## Fall Protection Awareness

This training reviews the basics of fall protection, including identifying fall hazards, when to use fall protection, and how to use personal fall arrest systems.



## Federal Hazard Waste Management

This general awareness training covers federal hazardous waste management. It includes what hazardous waste is and how to identify it, generator statuses, management of stored materials, proper disposal and transportation, and spill response.



## Fire Extinguisher Safety

This training goes over the PASS technique for using a fire extinguisher. It also discusses the different types of fire extinguishers, which fires are appropriate to fight, and when it's better to evacuate.



## Fire Prevention

This training gives an overview on fire prevention principles for employees. It includes information on common fire hazards and precautions to handle them, how to use a fire extinguisher, and what to expect from your employer's fire prevention plan.



## Hazard Communication Awareness

This general awareness training covers how information about hazardous materials is communicated in the workplace. The course includes how to read hazard labels and safety data sheets as well as the importance of the written program and training.



## Hazard Communication for Managers

This training for managers is intended for use in conjunction with Hazard Communication Awareness training. It covers the requirements of OSHA's Hazard Communication Standard and the elements of an effective program.



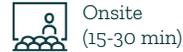
## Hazardous Waste Generator (RCRA)

This training covers the Resource Conservation and Recovery Act (RCRA), and shares best practice guidance to help hazardous waste generators properly follow all hazardous waste regulations so that the environment stays protected.



## Hazardous Waste Management for California Waste Handlers

This training covers Federal EPA and California regulations for hazardous waste management. It includes determination, storage, labeling, inspection, accumulation limits, pickup, and generator status.



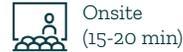
## Hazardous Waste Management for Massachusetts

This supplement to the Federal Hazardous Waste Management course discusses hazardous waste regulations specific to the state of Massachusetts, including 310 CMR 30.144. Topics include proper labeling, storage, and disposal of waste oil as well as determining generator status.



## Hearing Conservation

This awareness-level training goes over the common elements of a hearing conservation plan. It also includes the hazards of noise overexposure and how to use hearing protection properly.



## Heat Illness Prevention (Heat Stress)

This training covers the common types of heat illness and how those working in hot environments can avoid them. It includes warning signs, how to respond in an emergency, steps you can take to lower your risk, and common controls.



## Helping New Employees Stay Safe

This training covers best practices for keeping new employees safe while on the job. It includes safety tips that both coworkers and new employees can follow as well as the importance of proper communication.



## Housekeeping

This training discusses general housekeeping and the importance of cleanliness in a dealership. It includes the benefits of a clean workplace, potential hazards when cleanliness isn't achieved, and best practices.



## Hydrogen Sulfide Safety Awareness

This training describes the hazards and health effects of hydrogen sulfide as well as detection methods, PPE, controls, and exposure response.



## Incident Investigation

This training covers the incident investigation process, root cause analysis, and the importance of conducting investigations after each incident. It is designed for management employees and those assigned to conduct investigations.



## Lead Awareness

This training addresses the health risks associated with lead as well as how organizations are required to keep employees safe by identifying, monitoring, and controlling lead exposures.



## Lockout/Tagout General Awareness

This general awareness training describes the purpose of Lockout / Tagout as well as the hazardous energy risks that can occur if dangerous equipment is not properly locked out. For authorized employees, this training also describes the requirements and procedures for locking out and tagging out machinery and discusses group lockout.



## Mobile Equipment and Pedestrian Safety

This training gives an overview of mobile equipment and pedestrian safety. It includes pre-use inspections, safe operation best practices, and best practices that pedestrians should follow when working around mobile equipment.



## Office Safety

This training covers general office safety, including slips, trips, and falls, first aid, fire safety, and ergonomics.



## Office Workstation Ergonomics

This training outlines proper workplace ergonomics and how equipment, posture, and personal and environmental factors can affect ergonomic health.



## Personal Protective Equipment Awareness

This training covers the importance of personal protective equipment (PPE), the employee responsibilities to properly use and care for it, and an overview of the most common types. Topics include use, maintenance, and storage practices.



## Personal Protective Equipment for Management

This manager training provides an overview of personal protective equipment (PPE). It includes the requirements for wearing PPE, the various types, care and maintenance, and employer responsibilities.



## Planning for Workplace Emergencies

This training provides guidance for managers looking to build an effective emergency action plan or emergency response plan. It includes guidance on which plan is right for your organization, step-by-step instructions, and helpful resources.



## Portable Ladder Safety

This training addresses ladder safety best practices. It includes planning, selection, inspection, maintenance, storage, and safe work practices for stepladders, extension ladders, articulated ladders, and mobile ladder stands.



## Respiratory Protection

This training course includes information on the requirements of a respiratory protection program, types and uses, selection based on hazards, fit test requirements, and proper cleaning procedures.



## Safe Driving

This training provides information on safe driving habits, which include defensive driving, accident response, and the consequences of poor driving habits such as texting, reading, and tailgating.



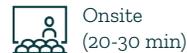
## Safety Committee Formation

This training includes information on the safety committee's purpose and responsibilities, how to form a committee, and how to run a safety committee meeting.



## Slip, Trip, and Fall Prevention

This training covers how employees can protect themselves and others from slips, trips, and falls in the workplace. It also discusses hazard reporting best practices and what controls to expect from your employer.



## Supervisor and Manager Safety: Conducting Safety Meetings and Toolbox Talks

This general awareness training provides both supervisors and managers with information to conduct safety meetings and toolbox talks. It includes what they cover and best practices for presenting them.



## Walking and Working Surface

This training covers proper cleaning procedures to prevent slips, trips, and falls, and why good housekeeping is everyone's responsibility.



## What is an Ex-Mod?

This video defines an ex-mod and illustrates how it impacts a company's bottom line.



# Commercial Motor Vehicles (CMV)

*(Add on training package.)*

## Aggressive Driving for CMV Drivers

This training addresses the dangers of aggressive driving and how drivers can keep themselves safe from this common hazard. It includes a definition of aggressive driving and strategies for handling aggressive drivers and staying calm.



## Cargo Securement for CMV Drivers

This training discusses the specifics of the North American Cargo Securement Standard and guides CMV operators through requirements for securing cargo, types of securement systems, and necessary inspections.



## Distracted Driving for CMV Drivers

This training covers the effect distractions have on driver attention and to stopping ability. Distractions covered include physical and environmental distractions, driver aggression, and driver impairment.



## Driver Fatigue for CMV Drivers

This training informs employees of the dangers of driver fatigue, symptoms and warning signs, natural sleep patterns, and how to manage and control fatigue.

EN



## Driver Safety for 15-Passenger Vans

This training explains the increase risks associated with 15-passenger vans. Understanding these specific risks enables drivers to keep their passengers safer and reduces the frequency of costly accidents.

EN SP



## Hours of Service for CMV Drivers

This training outlines the hours of service rules, including the sleep regulation cycle, shift and rest break requirements, the restart rule, and recordkeeping.

EN



## Intersections, Turns, and Lane Changes for CMV Drivers

This training covers best practices for CMV drivers when navigating intersections, making turns, and performing lane changes. It includes procedures for each maneuver, common dangers, and the importance of defensive driving.

EN



## Photographing Accidents for CMV Drivers

This training goes through the steps to take if a driver is involved in a motor vehicle accident and best practices for photographic documentation of an accident scene.

EN



## Rollover Prevention for Cargo Tanks for CMV Drivers

This training discusses cargo tank rollovers, including how they happen, why they happen, and how to avoid rollovers. It covers vehicle design, load effects, vehicle maintenance, highway factors, and driver factors.

EN



## Safety Belt Awareness for CMV Drivers

This training reviews safety belt usage statistics among CMV drivers. It includes common misconceptions and the reasons why using your safety belt is always the best option.

EN



## Space Management for CMV Drivers

This training educates drivers on proper following distance, including minimizing the risks posed by blind spots, performing backing operations, navigating intersections, and passing through areas with low overhead clearance.

EN



## Speed and Stopping Distance for CMV Drivers

This training reviews the four actions which are required to slow and stop a vehicle. It includes information on how road, weather, vehicle, and driver condition impact stopping distance.

EN



## The Hidden Cost of Accidents for CMV Drivers

This training discusses CMV accidents and their effects on the motor carrier. It includes expenses incurred, the effects on the driver, the preventability of accidents, and the importance of a company-wide devotion to safety.

EN

 Online  
(15-20 min)

## Trailer Coupling and Uncoupling for CMV Drivers

This training goes over best practices for coupling and uncoupling tractor-trailers. It includes step-by-step instructions and safety tips and should be used in conjunction with on-the-job, truck-specific training.

EN

 Online  
(15-20 min)

## Truckers Against Trafficking Certification for CMV Drivers

This training addresses how CMV drivers play a vital role in combating the crime of human trafficking. It provides guidance on how to identify potential trafficking situations and how to notify authorities of suspicious activity.

EN

 Online  
(30 min)

## Work Zone Safety for CMV Drivers

This training covers hazards in common work zone transition points, such as the advanced warning area, transition area, activity area, and termination area. It addresses common mistakes and best practices for avoiding accidents.

EN

 Online  
(10-15 min)

# Construction

*(Construction includes all of the General EHS training courses plus the following.)*

## Aboveground Storage Tanks

This general awareness training for both employees and managers covers safety practices for aboveground storage tanks. It includes information on regulations, management responsibilities, inspections, handling leaks, and filling tanks safely.

EN

 Online  
(15-20 min)

## Aerial Lifts and Elevated Platform Safety

This training provides knowledge on aerial lifts and platform safety, including types of aerial lifts, common hazards and preventative controls, inspections, and operation best practices.

EN

SP

 Online  
(30 min)

## Cold Stress

This short course covers what cold stress is, the symptoms of cold stress-related injuries and illnesses, appropriate treatment, and how to protect yourself from it.

EN

 Online  
(10-15 min)

## Compressed Gas Safety

This training discusses the safe handling of compressed gas cylinders. It includes common hazards of working with compressed gas, training and preparedness, safe practices for use and storage, safety devices, and inspection and monitoring guidelines.

EN

SP

 Online  
(30 min)

 Onsite  
(15-20 min)

## Construction Safety: Noise and Hearing Protection

This training gives an overview of noise and different types of hearing protection to use on a construction site. It also includes the effects of hazardous noise, employer controls, and how to properly wear hearing protection.



## Construction Safety: Struck-By and Caught-Between Hazards

This training gives a high-level overview of struck-by and caught-between hazards found on construction sites. It includes examples and best practices for avoiding them.



## Construction Safety: Lockout/Tagout

This general training is a starting point for understanding lockout/tagout. It includes lockout/tagout responsibilities, the lockout/tagout process for both affected and authorized employees, and how to safely perform lockout/tagout.



## Construction Safety: Overview

This training gives an introductory overview of several important safety topics needed for construction workers. The topics include personal protective equipment, fall prevention, electrical safety, and struck-by or caught-between hazards.



## Crane Rigging Basic Safety

This training provides information on rigging safety, inspection, sling and rope types, steel erection rigging, hitches, equipment limits, and hand signals.



## Electric Pallet Jacks

This training gives an introduction to the safe operation of electric pallet jacks. Topics include common pitfalls to avoid and best practices for inspections, loading, and operation.



## Eye and Face Protection for Management

This training provides information on providing proper eye and face protection for employees. Designed for managers, it describes how to select, inspect, maintain and store personal protective equipment (PPE), and train employees on its proper use.



## Forklift Operator Training Requirements for Supervisors

This training outlines the required steps for managers to ensure that employees are properly trained to operate a forklift.



## Forklift Safety

This training provides formal/classroom instruction for forklift operators. It introduces the hazards and principles of safe forklift operation, based on OSHA regulations and best practices.



## Hand and Power Tool Safety

This training includes information on the types of commonly used tools, the importance of proper use and handling of tools, identifying and communicating hazards, and proper selection and storage.



## Loading Dock and Wheel Chock Safety

This training helps employees to identify potential risks associated with loading docks. It also discusses best practices for loading dock safety and effectively reducing accidents.



## Machine Guarding

This training describes common motion hazards in the workplace and demonstrates the basic goals of machine safeguarding programs and practices.



## Overhead Crane Safety

This training introduces the primary safety issues associated with overhead cranes and rigging procedures. Topics includes proper hoist and rigging inspection, sling selection, and safe crane operation.



## Silica Exposure Prevention

This training addresses the health risks associated with silica dust and who is at risk. It includes the symptoms of silica dust exposure, how to perform hazard assessments and monitoring, and necessary controls.



## Stormwater Best Management Practices

This training covers the definition of stormwater, common stormwater pollutants, how they can impact local waters, and what your organization can do to control their effects.



## Trenching Safety Series: Site Controls

This training provides information on soil types and inspections as well as general safety measures.



## Trenching Safety Series: Soils, Inspections, and Cave-ins

This training provides information on prevention and protection against cave-ins, including cave-in hazards, planning a safe excavation, soil types, and engineering controls.



## Welding and Hot Work

This training explains hot work techniques, hazards and safeguards, proper personal protective equipment (PPE), arc welding safety, torch use and inspection, and cylinder handling and storage.



# Distribution, Transportation & Logistics

*(Distribution, Transportation & Logistics includes all of the General EHS training courses plus the following.)*

## Alcohol in the Workplace (FMCSA-Compliant)

This FMCSA-compliant training covers regulations on alcohol abuse in the workplace for CMV managers and drivers. It includes signs and symptoms of alcohol abuse, making a reasonable suspicion determination, and testing procedures. (49 CFR §382.603)

EN

 Online  
(60 min)

## Battery Charging and Jump Starting

This training discusses guidelines for safely charging batteries and jump starting vehicles. It includes information on hazards, correct procedures, required PPE, and storage and handling practices.

EN

 Online  
(5-10 min)

## Cold Stress

This short course covers what cold stress is, the symptoms of cold stress-related injuries and illnesses, appropriate treatment, and how to protect yourself from it.

EN

 Online  
(10-15 min)

## Commercial Livery Driving: Passenger Safety

This training describes vehicle preparation for commercial livery drivers. This course covers proper procedures, communicating with passengers, and dealing with difficult passengers.

EN SP

 Online  
(30 min)

## Commercial Livery Driving: Workplace Violence

This training provides commercial livery drivers with information on preventing workplace violence on the job. It discusses both preventive measures and what to do in the event of an incident.

EN SP

 Online  
(30 min)

## DOT Hazardous Materials Training

This training covers the requirements for transporting hazardous materials, in accordance with DOT standards for the automotive industry. It satisfies General Awareness, Safety Training, and Security Awareness Training requirements.

EN

 Online  
(45 min)

## Driver Safety for 15-Passenger Vans

This training explains the increase risks associated with 15-passenger vans. Understanding these specific risks enables drivers to keep their passengers safer and reduces the frequency of costly accidents.

EN SP

 Online  
(45 min)

## Drugs and Alcohol in the Workplace (FMCSA-Compliant)

This training covers FMCSA regulations on the use of drugs and alcohol in the workplace for CMV managers and drivers. It includes regulations, signs and symptoms, and how to determine reasonable suspicion. FMCSA Compliant (49 CFR §382.603)

EN

 Online  
(120 min)

## Drugs in the Workplace (FMCSA-Compliant)

This training covers FMCSA regulations on the use of drugs in the workplace for CMV managers and drivers. It includes drug classes, signs and symptoms of use, reasonable suspicion determinations, and testing. FMCSA Compliant (49 CFR §382.603)

EN

 Online  
(60 min)

## Electric Pallet Jacks

This training gives an introduction to the safe operation of electric pallet jacks. Topics include common pitfalls to avoid and best practices for inspections, loading, and operation.

EN

 Online  
(10-15 min)

## Forklift Operator Training Requirements for Supervisors

This training outlines the required steps for managers to ensure that employees are properly trained to operate a forklift.

EN

 Online  
(5 min)

## Forklift Safety

This training provides formal/classroom instruction for forklift operators. It introduces the hazards and principles of safe forklift operation, based on OSHA regulations and best practices.

EN

 Online  
(30-40 min)

## Tire Equipment Safety

This training discusses best practices for staying safe while using tire equipment. It includes precautions to take throughout the process and common pitfalls to avoid.

EN

SP

 Online  
(10-15 min)

## Tire Repair Safety

This training discusses how to safely repair passenger car and light truck tires. Topics include determining repairability, tire inspection steps, and procedures for safe puncture repair.

EN

 Online  
(10-15 min)

# Healthy Workplaces Training

(Add-on training package.)

## Back Health

This short wellness training covers the importance of good back health, discusses risks, and explores ways to minimize or prevent back pain.

EN

 Online  
(5-6 min)

## Blood Pressure

This short wellness training reviews healthy ranges for blood pressure as well as tips to manage and prevent hypertension.

EN

 Online  
(5-6 min)

## Cancer Prevention

This short wellness training discusses cancer prevention and screenings, the role diet and exercise plays in cancer prevention, and risk factors.

EN

 Online  
(6-7 min)

## COVID-19 Awareness Video

A short video training explaining COVID-19. Covers what this virus is, its symptoms, and how to protect yourself from person-to-person infection.

EN SP

 Online  
(5-10 min)

## COVID-19 General Awareness Training 2.0

This training covers COVID-19 symptoms, workplace precautions, personal protective equipment do's and don'ts, workplace safety, medical concerns, and disinfecting and sanitation best practices.

EN SP

 Online  
(15-20 min)

## COVID-19 PPE - Video Toolbox Talk

A short video training presentation reminding employees how to don and doff face masks and disposable gloves — the most common personal protective equipment states may require as part of safely returning to work.

EN SP

 Online  
(5-10 min)

## COVID-19 State-Specific Addendums

This set of course addendums cover multiple state's specific COVID-19 guidance and regulations.

EN

 Online  
(varies by state)

## COVID-19 Supervisor Guide

This course covers tips to help with employees' stress and anxiety, summarizes OSHA recommendations for a safe workplace, and provides an overview of employee leave options related to COVID-19.

EN

 Online  
(5-10 min)

## Diabetes

This short wellness training explores the chronic disease diabetes. Topics include how it affects the body, who is at risk for developing it, and prevention methods.

EN

 Online  
(5-6 min)

## Easy Weight Loss Tips

This short wellness training provides simple tips for losing weight. Examples include improving diet through better choices, reduced portion sizes, and increasing the amount you exercise.



## Healthy Aging

This short wellness training discusses simple ways to stay healthy and active as you age.



## Healthy for the Holidays

This short wellness training focuses on how to stay healthy through the holiday season. Topics include managing stress, getting good sleep, and supporting your immune system.



## Heart Health

This short wellness training covers the topic of heart health. Tips for avoiding heart disease, such as healthy eating and exercise will be covered as well as the warning signs of a heart attack.



## Men's Health

This short wellness training discusses men's health and explores tips for maintaining good health, including getting regular medical check-ups, staying physically active, and making healthy lifestyle choices.



## Mental Health

This short wellness training reviews the mind-body connection, how your emotions affect your health, and describes ways to take care of your mental health.



## Nutrition: Make a Good Plate

This short wellness training discusses nutrition strategies, including assessing your current diet, how to make improvements, and specific tips for eating healthier.



## Staying Healthy Through Cold and Flu Season

This short wellness training discusses techniques for staying healthy and avoiding illnesses such as colds and the flu.



## Women's Health

This short wellness training covers health issues specific to women as well as basic advice on maintaining healthy habits for better health.



# Manufacturing

(Manufacturing includes all of the General EHS training courses plus the following.)

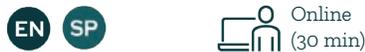
## Aboveground Storage Tanks

This general awareness training for both employees and managers covers safety practices for aboveground storage tanks. It includes information on regulations, management responsibilities, inspections, handling leaks, and filling tanks safely.



## Aerial Lifts and Elevated Platform Safety

This training provides knowledge on aerial lifts and platform safety, including types of aerial lifts, common hazards and preventative controls, inspections, and operation best practices.



## Cold Stress

This short course covers what cold stress is, the symptoms of cold stress-related injuries and illnesses, appropriate treatment, and how to protect yourself from it.



## Compressed Gas Safety

This training discusses the safe handling of compressed gas cylinders. It includes common hazards of working with compressed gas, training and preparedness, safe practices for use and storage, safety devices, and inspection and monitoring guidelines.



## Crane Rigging Basic Safety

This training provides information on rigging safety, inspection, sling and rope types, steel erection rigging, hitches, equipment limits, and hand signals.



## Electric Pallet Jacks

This training gives an introduction to the safe operation of electric pallet jacks. Topics include common pitfalls to avoid and best practices for inspections, loading, and operation.



## Eye and Face Protection for Management

This training provides information on providing proper eye and face protection for employees. Designed for managers, it describes how to select, inspect, maintain and store personal protective equipment (PPE), and train employees on its proper use.



## Forklift Operator Training Requirements for Supervisors

This training outlines the required steps for managers to ensure that employees are properly trained to operate a forklift.



## Forklift Safety

This training provides formal/classroom instruction for forklift operators. It introduces the hazards and principles of safe forklift operation, based on OSHA regulations and best practices.



## General Shop Safety

This training covers a variety of safety topics that could be encountered while working in a shop environment. It includes power tools, compressed air, eye and hand protection, and electrical safety.



## GMP: Allergen Controls

This training discusses how food processing facilities can prevent cross-contamination from food allergens by implementing proper controls. It includes the 8 major food allergens, written plan requirements, and FDA food labeling requirements.



## GMP: Facility Design for Compliance

This training describes the role of facility design in a GMP program. It includes tools to improve the design and hygiene practices in and around food processing facilities.



## GMP: Keeping it Clean

This training covers recognizing and addressing common contamination threats to food production. It includes effective hygiene practices, how to identify sources of contaminants and food safety risks, and preventing introduction of contaminants.



## GMP: Process Controls

This training describes the role of process controls in a GMP program. It includes control of raw materials, manufacturing controls, defects, equipment, utilities, and the FDA's effective measures.



## Hand and Power Tool Safety

This training includes information on the types of commonly used tools, the importance of proper use and handling of tools, identifying and communicating hazards, and proper selection and storage.



## Loading Dock and Wheel Chock Safety

This training helps employees to identify potential risks associated with loading docks. It also discusses best practices for loading dock safety and effectively reducing accidents.



## Machine Guarding

This training describes common motion hazards in the workplace and demonstrates the basic goals of machine safeguarding programs and practices.



## Overhead Crane Safety

This training introduces the primary safety issues associated with overhead cranes and rigging procedures. Topics includes proper hoist and rigging inspection, sling selection, and safe crane operation.

EN

 Online  
(45-50 min)

## Silica Exposure Prevention

This training addresses the health risks associated with silica dust and who is at risk. It includes the symptoms of silica dust exposure, how to perform hazard assessments and monitoring, and necessary controls.

EN SP

 Online  
(45 min)

## Stormwater Best Management Practices

This training covers the definition of stormwater, common stormwater pollutants, how they can impact local waters, and what your organization can do to control their effects.

EN

 Online  
(10-15 min)

 Onsite  
(15-30 min)

## Understanding HACCP

This training discusses Hazard Awareness and Critical Control Points (HACCP) for food processing managers. It includes HACCP plan best practices and the seven principles that allow HACCP teams to identify, evaluate, and control food safety hazards.

EN SP

 Online  
(45 min)

## Welding and Hot Work

This training explains hot work techniques, hazards and safeguards, proper personal protective equipment (PPE), arc welding safety, torch use and inspection, and cylinder handling and storage.

EN SP

 Online  
(35-45 min)

# Subscription to Safety – Steel, Concrete and Plastics

KPA's Subscription to Safety courses are designed specifically to help prevent injuries and fatalities with industry-specific content. Our courses are filmed in American facilities and feature real employees, not actors, to connect with your workforce.

Learn More:

- [Concrete - Subscription to Safety Training Catalog](#)
- [Mill Services Subscription to Safety Training Catalog](#)
- [Plastics Subscription to Safety Training Catalog](#)
- [Rebar Subscription to Safety Training Catalog](#)
- [Scrap Recycling Subscription to Safety Training Catalog](#)
- [Steel Distribution Subscription to Safety Training Catalog](#)
- [Steel Manufacturing Subscription to Safety Training Catalog](#)
- [Tube and Pipe Subscription to Safety Catalog](#)

# Onsite

## Personal Protective Equipment

This training covers the importance of personal protective equipment (PPE), the employee responsibilities to properly use and care for it, and an overview of the most common types. Topics include use, maintenance, and storage practices.

EN

 Onsite  
(15-30 min)

## Back Injury Prevention

This training course includes information on the importance of safe lifting, the causes of back injuries and discomfort, and proper posture and lifting techniques with a focus on injury prevention.

EN

 Onsite  
(15-20 min)

## Basic First Aid Awareness

This training covers basic first-responder techniques to keep people safe and alive until EMS arrives. It includes information on many different emergencies, such as heart attack, choking, burns, and appropriate responses, including CPR.

EN

 Onsite  
(30-40 min)

## Bloodborne Pathogens

This training covers protection against common types of bloodborne pathogens, situations where pathogens pose a hazard, and protection. Other course topics include personal protective equipment (PPE), the Hepatitis B vaccine, and incident response.

EN

 Onsite  
(30-40 min)

## Compressed Gas Safety

This training discusses the safe handling of compressed gas cylinders. It includes common hazards of working with compressed gas, training and preparedness, safe practices for use and storage, safety devices, and inspection and monitoring guidelines.

EN

 Onsite  
(15-20 min)

## Confined Space Entry Awareness

This training covers basic confined space entry procedures and includes information on roles and responsibilities, common hazardous conditions and controls, atmospheric testing, and rescue procedures.

EN

 Onsite  
(60-90 min)

## Electrical Safety Awareness

This training discusses the characteristics of electricity and how to minimize risk. It includes common electrical hazards in the workplace, electrical injuries, emergency response procedures, and OSHA's and NFPA's roles in electrical safety.

EN

 Onsite  
(30-40 min)

## Emergency Response/Hazard Communication Combined

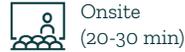
This training provides a consolidated overview of emergency response and hazard communication. It covers how to respond to emergency situations as well as identifying and understanding hazardous chemicals in the workplace.

EN

 Onsite  
(15-30 min)

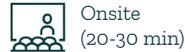
## Ergonomics Awareness

This training educates employees on work-related musculoskeletal disorders, elements of an ergonomic safety program, ergonomic stressors commonly found in the workplace, and actions to take that will minimize injuries.



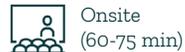
## Eye Injury Prevention

This training outlines the types of eye injuries that can occur at the workplace, the different types of eye protection, and emergency response procedures to injuries.



## Fall Protection for Affected Employees

This training covers fall hazards for affected employees and complies with OSHA's standard 29 CFR Subpart D 1910.28.



## Fall Protection for Managers

This training covers fall hazards for managers of affected employees and complies with OSHA's standard 29 CFR Subpart D 1910.30.



## Fire Prevention for Managers

This training covers fire prevention techniques. Designed for managers, it includes evacuation methods, fire extinguisher use, employee training, and development of a fire prevention plan.



## General Shop Safety

This training covers a variety of safety topics that could be encountered while working in a shop environment. It includes power tools, compressed air, eye and hand protection, and electrical safety.



## Golf Cart Safety Awareness

This training covers safe operating guidelines for driving a golf cart. It includes vehicle inspections, controls, proper battery charging, and refueling.



## Hand Injury Prevention

This training covers hand injuries, both in the workplace and at home. It includes workplace hazards, common types of injuries and disorders, personal protective equipment (PPE), and best practices for safety.



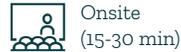
## Hazard Communication Awareness

This general awareness training covers how information about hazardous materials is communicated in the workplace. The course includes how to read hazard labels and safety data sheets as well as the importance of the written program and training.



## Hazardous Waste Management

This training satisfies Federal EPA requirements for handling hazardous waste at a facility. It includes hazardous waste regulations, waste determination, generator status, storage, labels, inspections, accumulation limits, and waste pickup.



## Hazardous Waste Management for California Waste Handlers

This training covers Federal EPA and California regulations for hazardous waste management. It includes determination, storage, labeling, inspection, accumulation limits, pickup, and generator status.



## Hearing Protection

This training teaches employees about anatomy of the ear, the causes of hearing loss, the elements of hearing conservation programs, methods of measuring noise, and limits or controls for exposure.



## Heat Illness Prevention

This training discusses heat illness types, risk factors, symptoms, and correct responses as well as heat illness prevention strategies for the automotive industry.



## Housekeeping

This training discusses general housekeeping and the importance of cleanliness in a dealership. It includes the benefits of a clean workplace, potential hazards when cleanliness isn't achieved, and best practices.



## Hydrogen Sulfide Safety Awareness

This training describes the hazards and health effects of hydrogen sulfide as well as detection methods, PPE, controls, and exposure response.



## Injury Illness Prevention Program (IIPP) Training

This training covers the elements of an Injury Illness Prevention Program (IIPP). It includes how to develop a plan to reduce incidents, control hazards, and determine the reporting structure.



## Lockout and Tagout

This training describes the importance and elements of Lockout/Tagout programs. It includes shutdown steps, audit procedures, and the identification and control of hazardous energy sources in the workplace.



## Machine Safeguarding

This training describes common motion hazards in the workplace and demonstrates the basic goals of machine safeguarding programs and practices.



## Pallet Jack Safety

This training instructs employees and managers in electric pallet jack hazards, and safe operations.



## Portable Ladder Safety

This training addresses ladder safety best practices. It includes planning, selection, inspection, maintenance, storage, and safe work practices for stepladders, extension ladders, articulated ladders, and mobile ladder stands.



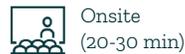
## Respiratory Protection

This training course includes information on the requirements of a respiratory protection program, types and uses, selection based on hazards, fit test requirements, and proper cleaning procedures.



## Rodent Born Illnesses

This training covers common rodent born illnesses that could arise in an infested workplace. It includes how to avoid an infestation and proper clean up following a rodent infestation.



## Slip, Trip, and Fall Prevention

This training discusses how to avoid and prevent potential slip, trip, and fall hazards in the workplace, including effective strategies and best practices.



## Spill Prevention Control & Countermeasure

This training covers Spill Prevention, Control, and Countermeasure (SPCC) requirements established by the EPA, including what elements are required in a SPCC plan and when facilities are required to have one.



## Storm Water Management Best Practices

This training covers best practices associated with storm water management. It includes information on common pollutants, the permitting process, and guidelines for housekeeping and storage of waste.



## What to do if OSHA Shows Up

Every year, in the name of safety and public health, the U.S. Occupational Safety and Health Administration (OSHA), the Environmental Protection Agency (EPA), and other government agencies inspect employer sites and issue citations. Understand inspectors' procedures, penalty policies, and what to do when they visit you.



## Winter Safety

This training discusses winter hazards and how to prepare for snow and ice. It includes strategies for clearing walkways, personal protective equipment (PPE), recommended tools, emergency kits, and what to do when stuck in hazardous conditions.



A person wearing a red and blue plaid shirt is shown from the chest up, clapping their hands. They are in a classroom or meeting room, with other people blurred in the background. A smartphone is visible on a desk in the foreground.

# Human Resource Management

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Inclusion Training (DEI) .....36

# General HR

## Abusive Workplace Conduct Prevention

This training defines abusive conduct and explores strategies for dealing with it. It includes the negative effects, how to recognize it, how to report it, and ways everyone can improve the workplace environment. HRCI Credit Hours: 1 (HR General)



## Active Shooter Preparedness

This training discusses how to prepare for the threat of active shooters through an emergency action plan. It also includes a strategy for responding to active shooter incidents and warning signs of potentially violent behavior.



## ADA Employment Decisions

This training covers the requirements in the Americans with Disabilities Act (ADA). It includes guidance for job interviews, reasonable accommodations, direct threats, and requirements for leave and return to work. HRCI Credit Hours: 1 (HR General)



## Alcohol in the Workplace (FMCSA-Compliant)

This FMCSA-compliant training covers regulations on alcohol abuse in the workplace for CMV managers and drivers. It includes signs and symptoms of alcohol abuse, making a reasonable suspicion determination, and testing procedures. (49 CFR §382.603)



## Chair Safety

This training describes the importance of chair inspections to prevent injury.



## Conducting Effective Interviews

This training gives an overview of best practices and legal standards associated with interviewing. It includes preparation, behavioral interviewing, lawful and unlawful topics, and evaluation of candidates. HRCI Credit Hours: 1 (HR General)



## Conducting Effective Interviews Self-Evaluation Tool

This self-evaluation tool helps to review interviewing process and technique. It is designed to be taken 30 - 90 days after completing Conducting Effective Interviews and only after conducting one or more interviews since course completion.



## Customer Information Security

This training emphasizes the importance of protecting the personal information of customers and the Safeguards Rule. It includes what information must be protected and how to maintain confidentiality and security.



## Discipline on the Job

This training discusses enforcing and communicating policies and procedures. It includes manager responsibilities, the investigation process, legal considerations, and documentation requirements. HRCI Credit Hours: 1 (HR General)



## Drug-Free Workplace Series: Drug-Free Workplace Programs

This training gives an overview on the elements of a Drug and Alcohol Free Workplace Program. It addresses policies, training, drug testing protocols, and best practices. This is the first course in the Drug-Free Workplace course series. 1/2



## Drug-Free Workplace Series: Reasonable Suspicion Testing

This second training in the Drug-Free Workplace course series outlines the reasonable suspicion drug and alcohol testing process, including observation and documentation, employee consent, test results, symptoms, and appropriate confrontations. 2/2



## Drugs and Alcohol in the Workplace (FMCSA-Compliant)

This training covers FMCSA regulations on the use of drugs and alcohol in the workplace for CMV managers and drivers. It includes regulations, signs and symptoms, and how to determine reasonable suspicion. FMCSA Compliant (49 CFR §382.603)



## Drugs in the Workplace (FMCSA-Compliant)

This training covers FMCSA regulations on the use of drugs in the workplace for CMV managers and drivers. It includes drug classes, signs and symptoms of use, reasonable suspicion determinations, and testing. FMCSA Compliant (49 CFR §382.603)



## Employee Evaluations

This training discusses conducting fair and productive employee evaluations. It includes manager responsibilities, evaluation structure, communication skills, setting objectives, and documentation requirements. HRCI Credit Hours: 1 (HR General)



## Environmental & Safety Risk Assessment

This tool for managers outlines critical environmental and safety guidelines. It helps to ensure departments are running departments safely and efficiently, employees are safe, and the facility stays compliant with federal regulations.



## Ergonomics Awareness

This training educates employees on work-related musculoskeletal disorders, elements of an ergonomic safety program, ergonomic stressors commonly found in the workplace, and actions to take that will minimize injuries.



## Ethics in the Workplace

For all employees and management, this training covers the benefits of ethical behavior in the workplace and specific ways to demonstrate it.

HRCI Credit Hours: 1 (HR General)

EN

 Online  
(15-25 min)

## Exempt vs Nonexempt Classification

This training explores strategies that employers can use to properly classify an employee as exempt or nonexempt based on factors such as salary, job classification, and job duties. HRCI Credit Hours: 1 (HR General)

EN

 Online  
(5 min)

## Fair Labor Standards Act (FLSA)

This training provides employers with information regarding child labor laws, exempt vs nonexempt employees, and overtime calculations. HRCI Credit Hours: 1 (HR General)

EN

 Online  
(10-15 min)

## Health and Wellness

This training describes how to make informed decisions about diet, exercise, and lifestyle that impact health and quality of life.

EN SP

 Online  
(60 min)

## Hiring Best Practices

This training introduces techniques to improve a company's hiring and onboarding processes. Topics covered include finding and attracting the right candidates, interviewing tips, and onboarding advice. HRCI Credit Hours: 1 (HR General)

EN

 Online  
(5-15 min)

## Horseplay Prevention

This training outlines examples of practical jokes on the job and the dangerous consequences that can result.

EN SP

 Online  
(15 min)

## Investigating Harassment Claims for Managers

This manager training covers conducting a harassment investigation, including how to handle complaints, interview witnesses, and take corrective action. Prerequisite: Anti-Harassment Training. HRCI Credit Hours: 1 (HR General)

EN SP

 Online  
(45-60 min)

## Modified Transitional Duty for Management

This training describes the benefits of transitional duty and return-to-work programs for injured employees as well as typical program components and implementation.

EN SP

 Online  
(15 min)

## Office Workstation Ergonomics

This training outlines proper workplace ergonomics and how equipment, posture, and personal and environmental factors can affect ergonomic health.

EN SP

 Online  
(45 min)

## Responsible Alcohol Service

This training covers the laws governing the sale and use of alcohol. It includes the effects of alcohol, responsibilities and best practices for sale and service, communication skills, and what to do in the event of an incident.

EN SP

 Online  
(60 min)

## Social Media and Email

This training discusses the use of social media in the workplace, email policies, appropriate content, proper conduct, and information security.



## Travel Safety

This training provides guidance on airport and hotel safety as well as behaviors that discourage robbery and other crimes while traveling.



## Understanding HIPAA: Breach and Noncompliance

This training addresses violations of the Health Insurance Portability and Accountability Act (HIPAA), including breaches of information and noncompliance with statutes. It addresses the rules and consequences for noncompliance.



## Understanding HIPAA: General Awareness

This training covers the Health Insurance Portability and Accountability Act (HIPAA) requirements for personal health information (PHI). It includes guidelines for proper handling to avoid costly violations.



## Understanding HIPAA: The Privacy Rule

This training covers the Privacy Rule component of HIPAA, which addresses the regulations around disclosure of PHI. It includes safeguards and individual rights.



## Understanding HIPAA: The Security Rule

This training covers the Security Rule component of HIPAA, focusing on electronic protected health information (ePHI). It includes proper safeguards, incident response, access controls, and transmission security.



## What is an Ex-Mod?

This video defines an ex-mod and illustrates how it impacts a company's bottom line.



## Workplace Violence Prevention

This training discusses types of workplace violence and how to respond to disgruntled employees, active shootings, bomb threats, and suspicious packages as well as exploring prevention strategies. HRCI Credit Hours: 1 (HR General)



## Workplace Violence: Coworker Confrontations

This training discusses common forms of workplace violence, including warning signs and behaviors, employee and employer responsibilities in preventing and reporting incidents, and components of a workplace violence prevention program.



## Workplace Violence: Healthcare and Social Services

This training covers the types of workplace violence that employees in healthcare and social services may encounter. It includes risk factors, elements of a prevention program, and program controls.



## Workplace Violence: Late-Night Retail

This training covers the types of workplace violence that employees in late-night retail positions may encounter. It explains risk factors, elements of a prevention program, and program controls.



# Anti-Harassment

*(Included in the General HR training package.)*

## Anti-Harassment Training for Employees – California

This training for California employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Connecticut

This training for Connecticut employees defines unlawful harassment and helps employees recognize, prevent, and report it. The training also covers abusive workplace conduct and harassment prevention practice scenarios.



## Anti-Harassment Training for Employees – Delaware

This training for Delaware employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Illinois

This training for Illinois employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Maine

This training for Maine employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Maryland

This training for Maryland employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Multistate

This HRCI-approved training for employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – New York

This training for New York employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Oregon

This training for Oregon employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Texas

This training for Texas employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Employees – Vermont

This training for Vermont employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



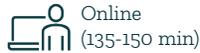
## Anti-Harassment Training for Employees – Washington D.C.

This training for Washington D.C. employees defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – California (AB1825)

This training combines our HRCI-approved, interactive Anti-Harassment training series into one two-hour course for California managers. It is consistent with all California requirements, including SB1343, SB1300, SB778, AB1825, AB2053, and SB396.



## Anti-Harassment Training for Managers – Connecticut

This 2-hour training for Connecticut managers includes manager responsibilities and how to recognize, prevent, and report harassment. The training also covers abusive workplace conduct and harassment prevention practice scenarios.



## Anti-Harassment Training for Managers – Delaware

This training for Delaware managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Illinois

This training for Illinois managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Maine

This training for Maine managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Maryland

This training for Maryland managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Multistate

This HRCI-approved training for managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – New York

This training for New York managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Oregon

This training for Oregon managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Texas

This training for Texas managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Vermont

This training for Vermont managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



## Anti-Harassment Training for Managers – Washington D.C.

This training for Washington D.C. managers defines inappropriate behavior and unlawful harassment in the workplace. It provides strategies on recognizing and preventing harassment as well as how to appropriately report it.



# Cybersecurity Training

*(Add-on training package.)*

## Compliance Expert - Privacy and Information Security - Examples

Depending on the context, personal information may need to be protected for confidentiality. Organizations with access to this information need to understand how and when to protect privacy. This course will present some examples from the trenches.



## Compliance Expert: Privacy & Information Security - The Basics

This training explains how to protect personal information for confidentiality. Organizations with access to this information need to understand how to judge what and when to protect privacy.



## Compliance Short - Cybersecurity

This training identifies security risks associated with using the company's electronic devices, network, and other IT resources



## Cybersecurity and Online Habits

This course focuses on common pitfalls in IT security by end users and provides employees with common sense guidelines for managing cybersecurity risks.



## Data Protection and Device Security

This course covers a variety of best practices for preventing the loss and theft of company data, as well as protecting the physical devices employees use in their jobs, both at and away from the office.



## Global Cybersecurity Basics

This course focuses on common IT pitfalls, including how hackers gain access to sensitive data and systems. Also included are guidelines dealing with areas such as mobile security, online security, password security, and malicious e-mails.



## Global Internet, Social Media, and Electronic Communication

This training explores company use of the Internet, social media, and other electronic communication and recommends you be familiar with your company's policy on these resources.



## Global Privacy and Information Security

This course gives high-level awareness of the regulatory, legal, and corporate requirements for handling and protecting personal information. It explores information security laws and best practices for handling data appropriately.



# Diversity, Equity, and Inclusion Training (DEI)

*(Add-on training package.)*

## Becoming a DEI Ally and Agent for Change

In this course, you'll explore strategies to help you become an advocate for diversity, equity, and inclusion within the workplace. You'll learn to build awareness of your values and social perspective and recognize specific actions that can improve social and cultural aspects of DEI. You'll also learn about key concepts of allyship, methods to be a more inclusive communicator, and how to use the RISE model to become a DEI ally.



## Compliance Expert: Diversity - It's Value in the Workplace

Diversity has a direct impact on corporate success. This Compliance Expert Impact explores the value of diversity in the workplace.



## Compliance Expert: Diversity - Overcoming Barriers

Barriers to diversity can exist at every level in an organization. This Compliance Expert Impact explores where employers must take steps to remove barriers and promote diversity.



## Global Diversity

In this course, you'll learn about the characteristics of inclusive workplaces and the benefits of supporting diversity. You'll discover the challenges and barriers to inclusion in the workplace, and learn about recognizing discrimination and bullying. You'll also cover workplace inclusion and accommodation practices, including strategies for promoting inclusion, and how inclusion policies and procedures support employees.



## Recognizing and Addressing Micro-behaviors in the Workplace

In this course, you'll learn to recognize the characteristics of the different types of micro-behaviors and how to decode the messages they send. You'll also learn to identify when and how to take action to address micro-aggressions, and how to use micro-inclusions as an antidote to micro-aggressions.



## Using Communication Strategies to Bridge Cultural Divides

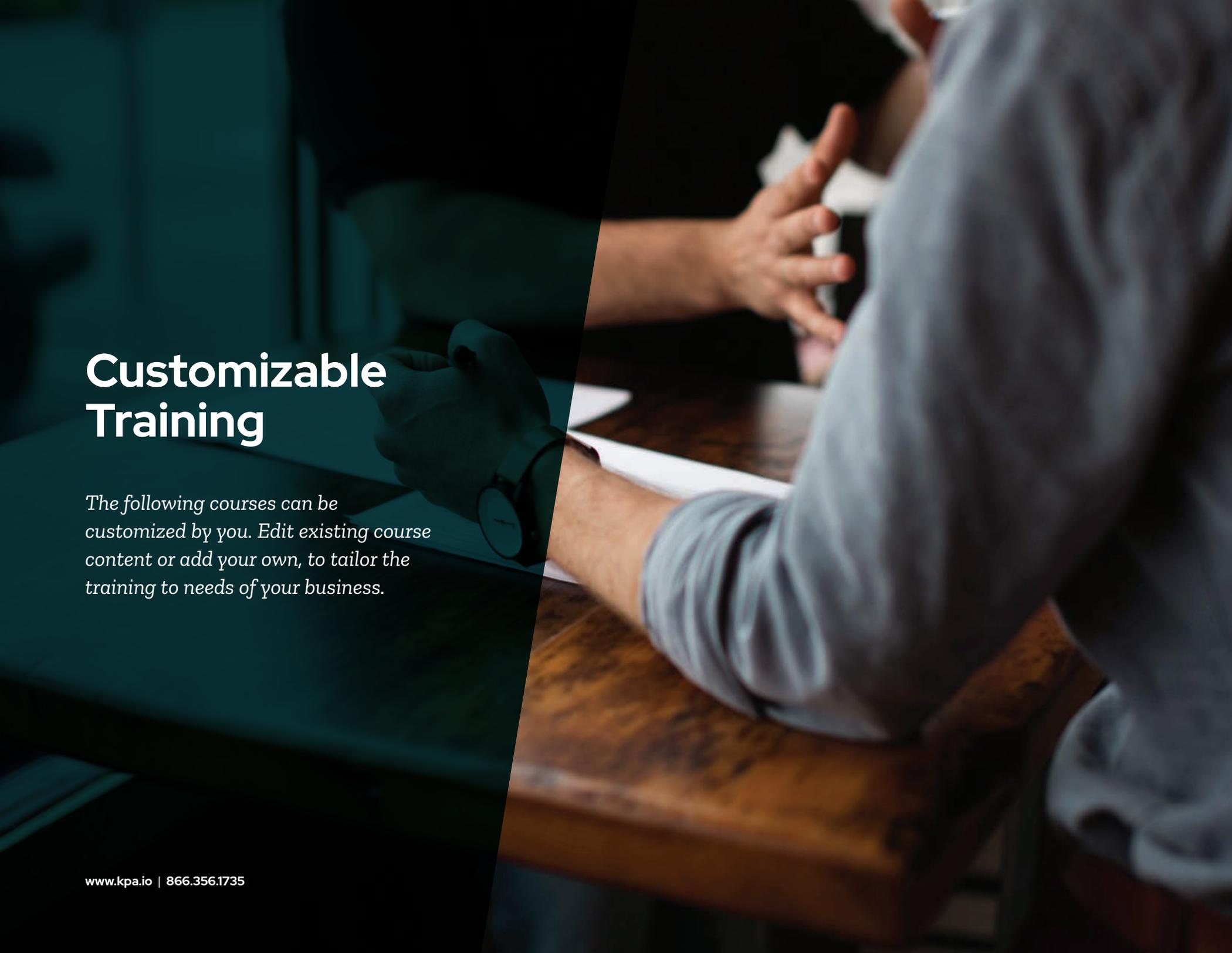
In this course, you will learn about dealing effectively with cultural diversity to improve cross-cultural communication and build rapport. You'll also learn about the misunderstandings and behaviors related to a culture that can hinder good communication and ways to overcome them. Finally, you'll learn strategies for giving effective presentations to people from low- and high-context cultures.



## Workplace Diversity, Equity, and Inclusion in Action

In this course, you'll learn to recognize key characteristics of DEI and practices for building and sustaining a healthy DEI culture. You'll also learn to identify behaviors that signal a breakdown in achieving an inclusive culture, key elements that enable diversity, equity, inclusion, and belonging to take root, and the steps for demonstrating agility and resilience in your DEI journey.



A person wearing a blue long-sleeved shirt is seated at a wooden table. They are gesturing with their right hand, palm facing up, as if in conversation. The background is dark and out of focus, suggesting an indoor setting like a meeting room or office. The lighting is soft, highlighting the person's arm and the texture of the table.

# Customizable Training

*The following courses can be customized by you. Edit existing course content or add your own, to tailor the training to needs of your business.*

## **Access to Medical and Exposure Records**

This lesson covers the responsibilities of the employer, and the rights of an employee, to maintain and allow access to employee medical and exposure records, for those who have possible exposure to toxic substances or harmful physical agents at work site. *24 Slides*

## **Active Shooter**

Active shooting incidents can happen anywhere and anytime. Prevention, awareness, and proper planning can help avoid or minimize the tragedy of such an event. *21 Slides*

## **Air Permitting**

Permitting Under the Clean Air Act (CAA) establishes a number of permitting programs designed to carry out the goals of the Act. Some of these programs are directly implemented by EPA through its Regional Offices but most are carried out by states, local agencies and approved tribes. This lesson covers awareness of these permitting practices. *22 Slides*

## **Anti-Harassment & Discrimination for Employees**

A healthy and safe work environment, is one that creates a sense of common purpose, and is free from aggressive pressure, intimidation, and discrimination. Recognizing, preventing, and reporting inappropriate conduct contributes to a healthy and safe working environment. This lesson has been designed for general training purposes only and is not meant for legal advice. *36 Slides*

## **Anti-Harassment & Discrimination for Supervisors**

Tolerance of sexual harassment has a detrimental impact on company culture, creates a hostile work environment, reduces productivity, and increases legal liability. Recognizing and preventing inappropriate conduct, contributes to a healthy and safe working environment. This lesson has been designed for general training purposes only and is not meant for legal advice. *41 Slides*

## **Back Safety**

Back injuries are the second most common cause of days away from work, next to the common cold. This lesson will review the anatomy of the back, how back injuries occur, and strategies to prevent injury. Safe lifting techniques, maintaining good posture, use of equipment, and proper planning are all strategies that will be discussed. *28 Slides*

## **Basic First Aid Awareness**

A First Aid program in the workplace is part of a comprehensive safety and health management system. This First Aid awareness lesson will review strategies to preserve life, prevent the condition from worsening, and to assist with recovery. *55 Slides*

## **Behavioral Based Safety**

A Behavior Based Safety Program creates a set of values that influence and motivate employees to make safer decisions. Observing behaviors can create a safer workplace and prevent incidents. This lesson reviews the elements of a Behavior Based Safety Program. *36 Slides*

## **Benzene Awareness**

Benzene is very hazardous material, that exposes itself in several working environments. This lesson explores the definitions, health hazards, management strategies, and protection practices to keep workers safe when working around benzene. *27 Slides*

## **Bloodborne Pathogens**

Blood is a life giving fluid, that delivers oxygen to the cells of the body, however it also has the ability to carry bacteria, and viruses. Known as bloodborne pathogens, these bacteria and viruses, present in blood and body fluids, can cause and transfer diseases. This lesson will cover hazards, controls, and safe workplace standards for managing bloodborne pathogens in the workplace. *37 Slides*

## **Cleaning and Disinfecting**

Keeping our environments clean and removing unwanted germs is important to prevent the transmission of diseases. The removal of germs, such as the virus COVID-19, requires thorough cleaning and adequate disinfection measures. *32 Slides*

## **Cold Weather Management**

Workers required to work in cold environments are at risk for cold stress and could experience cold induced injuries or illness. This lesson covers safe work practices in cold conditions, including how the body reacts to cold, common injuries and illnesses, safe and proper response, and preventive actions to protect workers from cold weather environments. *43 Slides*

## **Complacency on the Job**

Complacency on the job can cause accidents. The objectives of this lesson include an understanding of complacency, factors inducing complacency, and tips to avoid complacency. *19 Slides*

## **Compressed Gas Safety**

In some workplaces, different types of compressed gases are used to complete various tasks. Compressed gas is both pressurized and flammable, which creates a significant risk. This lesson reviews the best practices to protect workers from the hazards associated with compressed gas. *40 Slides*

## **Confined Space - Permit Required**

Many workplaces contain areas not necessarily designed for people, but they are large enough for workers to enter and perform certain jobs. This lesson reviews the understanding confined spaces, safe work practices, and when a permit is required. *49 Slides*

## **Coronavirus Disease 2019 (COVID-19)**

Centers for Disease Control and Prevention (CDC) is responding to an outbreak of a respiratory disease caused by a novel coronavirus. This interim guidance is based on what is currently known about the coronavirus disease 2019 (COVID-19). The CDC will update this interim guidance as needed and as additional information becomes available. Updated - August 31st, 2020. *33 Slides*

## **Crane, Lifting & Rigging Safety**

Crane operations can be hazardous, and complicated, therefore OSHA has adopted rules about safe crane regulations in workplaces, including proper rigging. This lesson will review the basic awareness of crane operations, and lifting and rigging safe work practices. *72 Slides*

## **Cyber Security**

A cyber attack is a malicious act that seeks to damage or steal data, or create general disruption in the digital world. This lesson reviews the threat of cyber attacks, knowing what hackers are trying to do, and applying prevention strategies to avoid becoming a victim. *35 Slides*

## Deer & Vehicle Safety

Deer can appear suddenly and without warning, but knowing how to react, and where and when they are most likely to strike can greatly reduce your chances of being involved in an accident. *22 Slides*

## DOT Cargo Securement

An overview of the North American Cargo Securement Standard. *46 Slides*

## DOT Entry Level Driver Training

The entry-level driver training (ELDT) rule enhances the safety of commercial motor vehicle (CMV) operations on the nation's highways by establishing more extensive training requirements. *57 Slides*

## DOT Hours of Service

The hours of service (HOS) rules are established to manage the number of hours commercial drivers may drive and work. These regulations will help minimize drowsiness and prevent driver fatigue, among other safety benefits. This training does not replace the need for a motor carrier to meet all regulations and have a written implemented driver program. *53 Slides*

## Driver Safety

The average vehicle operator drives more than 17,600 minutes every year. Driving creates opportunity for enjoyment, but it also poses a significant threat if not performed safely or taken for granted. This lesson identifies driving hazards and distractions, how to manage driving in adverse weather conditions, maintaining safe driving strategies when you encounter unexpected road conditions, and how to proactively practice safe driving techniques. *29 Slides*

## Dropped Objects

Fall protection violations once again topped OSHA's list of violations for 2019 with 7,014. This includes tools and people, because fall protection refers to anything that can fall, whether it's a worker, tools, or equipment. *31 Slides*

## Electrical Awareness Safety

Electricity provides many benefits, but it also has potential to be very dangerous. The objective of this lesson is to inform unqualified workers about the basic points of electrical safety. *47 Slides*

## Electrical Grounding and Bonding

A top priority in electrical safety is keeping electricity properly grounded while work is being performed. This prevents electricity from seeking a human body as the grounding path. This lesson provides an overview of grounding and bonding protocols. *31 Slides*

## Emergency Action Plans

An emergency action plan (EAP) is a written document required by law, and used to facilitate and organize employer and employee actions during workplace emergencies. An emergency action plan is designed to avoid or minimize serious events, such as injuries, loss of life, or significant damage to company property. *49 Slides*

## Ergonomics

Workers performing tasks such as lifting, bending, pushing, and pulling can be at risk of injury without proper ergonomics. The objectives of this lesson include an understanding of ergonomics, the benefits of proper ergonomics, as well as symptoms if ergonomics are ignored for long periods of time. *41 Slides*

## Excavation & Trenching

Excavation and trenching are commonly performed in construction, and oil and gas industries. This lesson covers excavation operations, hazards, and safe work practices to prevent workplace incidents and injury.

*37 Slides*

## Fall Protection for Construction

This awareness fall protection lesson reviews fall hazards, identifies when protection is needed and the proper use and inspection of basic fall protection systems, rescue plans, prevention of falling objects, and responsibilities of employees and employers to ensure safe management of a fall protection program. *53 Slides*

## Fall Protection for General Industry

This awareness fall protection lesson will review fall hazards, identify when protection is needed and the proper use and inspection of basic fall protection systems, rescue plans, prevention of falling objects, and responsibilities of employees and employers to ensure safe management of a fall protection program. *53 Slides*

## Fatigue Management

This lesson will provide you with the knowledge of what causes fatigue, the risk it poses in the workplace, signs and symptoms, and some strategies you can use to manage your own fatigue. Fatigue is a real risk, that must be managed like any other hazard. *30 Slides*

## Fire Safety

Fire poses a serious threat to employees and resulting injuries can be significant. In this lesson, understand the chemical composition of fire, the elements required for fire to exist, classifications of fire and fire extinguishers, safe work practices, and the importance of emergency preparedness and evacuation planning. *28 Slides*

## Flammable and Combustible Liquids

Flammable and combustible liquids are present in almost every workplace. Handling and storing these materials pose serious hazards and require proactive strategies to avoid incidents and injury. This lesson provides awareness and review of these safe work practices. *43 Slides*

## Fourth Of July Safety

The Fourth of July is a time for family and friends, firing up the grill, and setting off fireworks, but also a time to remain safe. This lesson reviews the hazards associated with common Fourth of July activities. *22 Slides*

## Fraud Awareness and Prevention

Fraud is any intentional act or omission, designed to deceive others, that results in the victim suffering a loss, or the fraudster achieving a gain, which is usually monetary. Proper deterrence, detection, and prevention, can help business organizations avoid loss associated with fraudulent activities. *34 Slides*

## Halloween Safety

Easy and effective behaviors parents can share with kids to help reduce the risk of injury on Halloween. *20 Slides*

## Hand and Power Tools

Tools are so common in our lives, we can easily forget the hazards they pose. This lesson covers definitions, hazards associated with hand and power tools, and guidelines for hand and power tool safety. *55 Slides*

## Hand Hygiene

The human hand is the most important tool for nearly every aspect of life. To prevent exposure to germs and transmitting disease to ourselves and others, we must be mindful of our hands and how they are used and cared for to reduce exposure. *27 Slides*

## Hand Protection

The human hand is the most important tool, for nearly every job. It becomes critically important, to protect our hands from injury. This lesson reviews the hazards and safe work practices to keep hands and fingers safe, and prevent incidents. *33 Slides*

## Hazard Communications: GHS

Working with or around chemicals can pose a serious threat to employee safety and health, especially if information regarding the chemicals is not known or readily available. This lesson reviews the requirements of OSHA's Hazardous Communication standards and components of a safe working environment when working with or around chemicals. *31 Slides*

## Hearing Protection

Noise is a common health hazard in the workplace. Exposure to loud noise can cause stress as well as can result in permanent hearing loss. This lesson will cover the impact of workplace noise, and the advantages and disadvantages of hearing protection devices. *29 Slides*

## Heat Management

Workers can be exposed to hot temperatures, which create heat related hazards in the workplace. This lesson covers how to recognize these hazards, and reviews the strategies to best protect workers from serious heat related illness. *41 Slides*

## Hot Work - Welding, Cutting, and Brazing

Hot work is any work that involves burning, welding, or using fire or spark producing tools to perform a certain task. This lesson reviews job activities, associated hazards, and safe work practices for hot work operations. *33 Slides*

## Housekeeping

Good housekeeping in the work place is not just about cleanliness. The benefits from good housekeeping practices are far reaching, and affect not only workers safety, but also their health and productivity. *33 Slides*

## Hydrogen Sulfide (H<sub>2</sub>S) Awareness

Hydrogen sulfide, also known as H<sub>2</sub>S, is an extremely toxic gas that can be present in several working environments. This lesson explores how H<sub>2</sub>S is produced, environments where it exists, properties and characteristics, concentrations and toxicity levels, effects on people, safe work practices, and safe evacuation procedures. *28 Slides*

## Incident Reporting and Investigation

The objectives of this lesson are to gain an understanding of the types of incidents and the importance of timely and accurate reporting. Also, the need to investigate incidents, to prevent future events from occurring. *43 Slides*

## Job Hazard Analysis (JHA)

Workplace hazards exist for all employees. Identifying and managing hazards, as early as possible, is key to preventing injuries and incidents. This lesson will cover Job Hazard Analysis, which is a method of identifying the risks and hazards associated with jobs we perform. *29 Slides*

## Job Safety Analysis (JSA)

Workplace hazards exist for all employees. Identifying and managing hazards, as early as possible, is key to preventing injuries and incidents. This lesson will cover Job Safety Analysis, which is a method of identifying the risks and hazards associated with jobs we perform. *29 Slides*

## Journey Management

A Journey Management Plan is typically a decision making process that helps identify and avoid unnecessary driving. For driving that is necessary, journey management procedures help manage the risks employees face while on the road, with the goal of arriving safely. *26 Slides*

## Ladder Safety

Ladder accidents are a common cause of workplace injuries, and in some cases can cause death. The safe use of ladders is important to prevent an accident. This lesson helps recognize the importance of ladder safety, how to correctly select and inspect ladders, how to safely setup, climb, and work on ladders, as well as proper maintenance, storage, and transportation. *29 Slides*

## Lockout Tagout

Lockout tagout (LOTO) is a safety procedure used in industry and research settings to ensure dangerous machines are properly shut off and unable to restart prior to the completion of maintenance or repair work. It requires hazardous energy sources be "isolated and rendered inoperative" before work is started on the equipment in question. This lesson reviews lockout tagout equipment procedures, required lockout tagout devices, hazardous energy sources, injury prevention, and regulatory requirements. *38 Slides*

## Machine Guarding

Moving machine parts have the potential for causing severe workplace injuries, such as crushed fingers or hands, amputations, burns, and even blindness. The objectives of this lesson include an understanding of machine guarding, use of guards, and safe work practices to prevent injury. *40 Slides*

## Migratory Birds

Many migratory birds make fantastic voyages each year. Migration describes the regular annual movements that some animals make between regions where they breed and locations where they spend the rest of the year. *21 Slides*

## Naturally Occurring Radioactive Material (NORM)

NORM (Naturally Occurring Radioactive Material) exists naturally and can include all radioactive elements found in the environment. This lesson reviews NORM and the protection practices to keep workers safe. *21 Slides*

## Office Safety

A successful safety program considers all employees, and all aspects of the workplace. This includes employees who work in an office setting. This lesson reviews the hazards, prevention strategies and safe work practices when working in or around an office setting. *44 Slides*

## OSHA Inspections

OSHA will conduct inspections in order to identify and correct hazardous workplaces. This lesson reviews the procedures of an OSHA inspection, how to manage an inspection, and best practices for being prepared for an inspection. *42 Slides*

## Personal Health & Wellness

Living a healthy lifestyle doesn't mean hours of training at the gym and only eating salad. It's about making easy-to-manage, healthy choices in your day-to-day living. *31 Slides*

## Personal Protective Equipment (PPE)

Personal Protective Equipment (PPE) protects workers against health or safety risks on the job. The purpose is to remove or reduce employee exposure to hazards when engineering and administrative controls are not feasible or effective to reduce these risks to acceptable levels. *41 Slides*

## Powered Industrial Trucks (Forklift) Safety

Forklifts are an efficient and powerful piece of equipment, however the risks can also be severe. Forklift safety is important so operators and pedestrians understand regulations of forklift operations, common forklift hazards and injuries, components and classes of forklifts, and the importance of training and equipment inspections. *67 Slides*

## Reactive & Corrosive Materials

Dangerously Reactive Materials, are unstable and/or highly reactive, and can undergo extremely hazardous uncontrolled reactions. Workers must be aware of the hazards associated with these materials, and apply proper safe working practices. *41 Slides*

## Respiratory Protection

Every year, millions of workers are exposed to insufficient oxygen environments or hazardous atmospheres. This lesson reviews the components of an effective respiratory protection program, and outlines protection strategies for keeping workers safe. *45 Slides*

## Sexual Harassment in the Workplace for Employees

A strong work environment, is one that creates a sense of common purpose, promoted by supportive leadership with efficient processes, and is free from aggressive pressure or intimidation. Recognizing and preventing inappropriate conduct, contributes to a healthy and safe working environment. This lesson has been designed for general training purposes only and is not meant for legal advice. *30 Slides*

## Sexual Harassment in the Workplace for Supervisors

A strong work environment, is one that creates a sense of common purpose, promoted by supportive leadership with efficient processes, and is free from aggressive pressure or intimidation. Recognizing and preventing inappropriate conduct, contributes to a healthy and safe working environment. This lesson has been designed for general training purposes only and is not meant for legal advice. *35 Slides*

## Silica Awareness

Crystalline silica, also known as silica, is a common mineral silicon dioxide. When these rocks are ground down, they produce a dust that carries silica particles, causing a major health hazard for exposed workers. Learn the hazards and safe work practices when there is silica exposure at work. *23 Slides*

## Slips, Trips & Falls

*30 Slides* · Slips, trips and falls pose a significant hazard in the workplace. The objectives of this lesson include definitions, common causes, and prevention strategies for slips, trips and falls. *30 Slides*

## Social Distancing

Social distancing is a term applied to certain actions and behaviors, designed to stop or slow down the spread of a highly contagious disease. It is a deliberate effort to increase the physical space between people to avoid spreading illness. *31 Slides*

## SPCC

Spill Prevention, Control, and Countermeasure (SPCC) is the EPA's oil spill prevention program. The SPCC rule helps facilities prevent a discharge of oil into navigable waters or adjoining shorelines. This lesson examines the purpose of an SPCC Plan, and when it applies. Lesson topics include capacity thresholds, secondary containment requirements, spill prevention strategies, responding and reporting spills, and routine inspection and recordkeeping requirements. *24 Slides*

## Spotter Safety

Spotters are a proven method of protecting employees and equipment, where there is constant movement of vehicles, equipment, large materials, and other specialized operations. *25 Slides*

## Stop Work Authority

Stop Work Authority is a program designed to provide every employee with the responsibility and obligation to stop work when a perceived unsafe condition or unsafe behavior exists. When employees are properly trained on the stop work authority program, and actively engaged in the process, incident prevention is possible and a strong safety culture can flourish. *24 Slides*

## Stormwater Management

Stormwater management is the effort to reduce runoff of rainwater or melted snow into streets, lawns and other sites, and the improvement of water quality, according to the United States Environmental Protection Agency (EPA). *24 Slides*

## Thanksgiving Safety

Thanksgiving is a fun and exciting time with family and friends. But there are a variety of hazards related to the holiday. This lesson reviews those hazards and offers advice how to stay safe as people focus on enjoying Thanksgiving. *20 Slides*

## Ticks & Lyme Disease Awareness

Ticks can transmit diseases. Lyme disease is the most common vector-borne disease in the United States and is transmitted to humans through bites of infected ticks. If left untreated, infection can spread to the joints, heart, and nervous system. *22 Slides*

## Whistleblower Protection Awareness

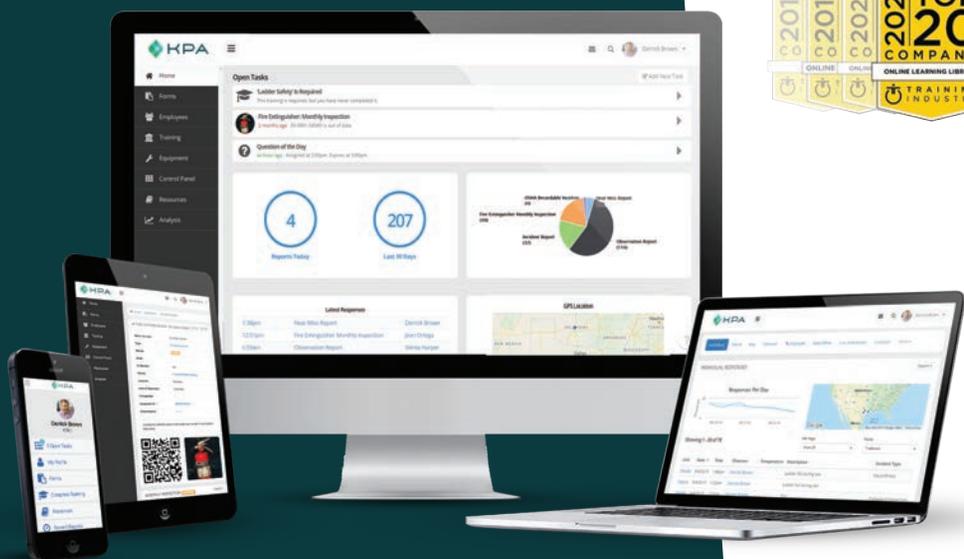
A whistleblower is a person who exposes any kind of information or activity that is deemed illegal, unethical, or not correct within an organization that is either private or public. This lesson is designed for an awareness of whistleblower protection laws for various government agencies. *20 Slides*

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<b>Proc Folder:</b> 1019521			<b>Reason for Modification:</b>
<b>Doc Description:</b> Safety Management Software Suite			
<b>Proc Type:</b> Central Contract - Fixed Amt			
<b>Date Issued</b>	<b>Solicitation Closes</b>	<b>Solicitation No</b>	<b>Version</b>
2022-03-31	2022-04-14 13:30	CRFQ 0313 DEP2200000039	1

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**Address :**

**Street :**

**City :**

**State :** **Country :** **Zip :**

**Principal Contact :**

**Vendor Contact Phone:** **Extension:**

**FOR INFORMATION CONTACT THE BUYER**  
 Joseph E Hager III  
 (304) 558-2306  
 joseph.e.hageriii@wv.gov

*SUBMITTED ONLINE*

**Vendor Signature X**  **FEIN#** **DATE** *4/13/2022*

All offers subject to all terms and conditions contained in this solicitation

**ADDITIONAL INFORMATION**

The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for an online Safety Management Software Suite for the use of training and tracking to accommodate up to 800 employees per the specifications and terms and conditions.

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
1	Safety Management Software Suite- Year One				

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**

Safety Management Software Suite- Year One

Price for Software and Service - Year One- to include any fees to set up and initiate services as well as software and service for the year

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
2	Safety Management Software Suite- Year Two				

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**

Safety Management Software Suite- Year Two

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Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
3	Safety Management Software Suite- Year Three				

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**  
Safety Management Software Suite- Year Three

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
4	Safety Management Software Suite- Year Four				

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**  
Safety Management Software Suite- Year Four

INVOICE TO		SHIP TO	
ENVIRONMENTAL PROTECTION OFFICE OF ADMINISTRATION 601 57TH ST SE CHARLESTON WV US		ENVIRONMENTAL PROTECTION 601 57TH ST CHARLESTON WV US	

Line	Comm Ln Desc	Qty	Unit Issue	Unit Price	Total Price
5	Safety Management Software Suite- Year Five				

Comm Code	Manufacturer	Specification	Model #
81162000			

**Extended Description:**  
Safety Management Software Suite- Year Five

<b>SCHEDULE OF EVENTS</b>
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<u>Line</u>	<u>Event</u>	<u>Event Date</u>
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## INSTRUCTIONS TO VENDORS SUBMITTING BIDS

**1. REVIEW DOCUMENTS THOROUGHLY:** The attached documents contain a solicitation for bids. Please read these instructions and all documents attached in their entirety. These instructions provide critical information about requirements that if overlooked could lead to disqualification of a Vendor's bid. All bids must be submitted in accordance with the provisions contained in these instructions and the Solicitation. Failure to do so may result in disqualification of Vendor's bid.

**2. MANDATORY TERMS:** The Solicitation may contain mandatory provisions identified by the use of the words "must," "will," and "shall." Failure to comply with a mandatory term in the Solicitation will result in bid disqualification.

**3. PREBID MEETING:** The item identified below shall apply to this Solicitation.

A pre-bid meeting will not be held prior to bid opening

A **MANDATORY PRE-BID** meeting will be held at the following place and time:

All Vendors submitting a bid must attend the mandatory pre-bid meeting. Failure to attend the mandatory pre-bid meeting shall result in disqualification of the Vendor's bid. No one individual is permitted to represent more than one vendor at the pre-bid meeting. Any individual that does attempt to represent two or more vendors will be required to select one vendor to which the individual's attendance will be attributed. The vendors not selected will be deemed to have not attended the pre-bid meeting unless another individual attended on their behalf.

An attendance sheet provided at the pre-bid meeting shall serve as the official document verifying attendance. Any person attending the pre-bid meeting on behalf of a Vendor must list on the attendance sheet his or her name and the name of the Vendor he or she is representing.

Additionally, the person attending the pre-bid meeting should include the Vendor's E-Mail address, phone number, and Fax number on the attendance sheet. It is the Vendor's responsibility to locate the attendance sheet and provide the required information. Failure to complete the attendance sheet as required may result in disqualification of Vendor's bid.

All Vendors should arrive prior to the starting time for the pre-bid. Vendors who arrive after the starting time but prior to the end of the pre-bid will be permitted to sign in but are charged with knowing all matters discussed at the pre-bid.

Questions submitted at least five business days prior to a scheduled pre-bid will be discussed at the pre-bid meeting if possible. Any discussions or answers to questions at the pre-bid meeting  
Revised 02/08/2022

are preliminary in nature and are non-binding. Official and binding answers to questions will be published in a written addendum to the Solicitation prior to bid opening.

**4. VENDOR QUESTION DEADLINE:** Vendors may submit questions relating to this Solicitation to the Purchasing Division. Questions must be submitted in writing. All questions must be submitted on or before the date listed below and to the address listed below to be considered. A written response will be published in a Solicitation addendum if a response is possible and appropriate. Non-written discussions, conversations, or questions and answers regarding this Solicitation are preliminary in nature and are nonbinding.

Submitted e-mails should have solicitation number in the subject line.

Question Submission Deadline: 04/07/2022 @ 4:00 PM ET

Submit Questions to: Josh Hager  
2019 Washington Street, East  
Charleston, WV 25305  
Fax: (304) 558-3970  
Email: Joseph.E.HagerIII@wv.gov

**5. VERBAL COMMUNICATION:** Any verbal communication between the Vendor and any State personnel is not binding, including verbal communication at the mandatory pre-bid conference. Only information issued in writing and added to the Solicitation by an official written addendum by the Purchasing Division is binding.

**6. BID SUBMISSION:** All bids must be submitted electronically through wvOASIS or signed and delivered by the Vendor to the Purchasing Division at the address listed below on or before the date and time of the bid opening. Any bid received by the Purchasing Division staff is considered to be in the possession of the Purchasing Division and will not be returned for any reason. The Purchasing Division will not accept bids, modification of bids, or addendum acknowledgment forms via e-mail. Acceptable delivery methods include electronic submission via wvOASIS, hand delivery, delivery by courier, or facsimile.

The bid delivery address is:  
Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

A bid that is not submitted electronically through wvOASIS should contain the information listed below on the face of the envelope or the bid may be rejected by the Purchasing Division.:

SEALED BID: Safety Software Management Suite  
BUYER: Josh Hager  
SOLICITATION NO.: CRFQ 0313 DEP2200000039  
BID OPENING DATE: See next page  
BID OPENING TIME: See next page  
FAX NUMBER: 304-558-3970

Revised 02/08/2022

The Purchasing Division may prohibit the submission of bids electronically through wvOASIS at its sole discretion. Such a prohibition will be contained and communicated in the wvOASIS system resulting in the Vendor's inability to submit bids through wvOASIS. Submission of a response to a Request for Proposal is not permitted in wvOASIS.

**For Request For Proposal ("RFP") Responses Only:** In the event that Vendor is responding to a request for proposal, the Vendor shall submit one original technical and one original cost proposal prior to the bid opening date and time identified in Section 7 below, plus <sup>NA</sup>\_\_\_\_\_ convenience copies of each to the Purchasing Division at the address shown above. Additionally, the Vendor should clearly identify and segregate the cost proposal from the technical proposal in a separately sealed envelope.

**7. BID OPENING:** Bids submitted in response to this Solicitation will be opened at the location identified below on the date and time listed below. Delivery of a bid after the bid opening date and time will result in bid disqualification. For purposes of this Solicitation, a bid is considered delivered when confirmation of delivery is provided by wvOASIS (in the case of electronic submission) or when the bid is time stamped by the official Purchasing Division time clock (in the case of hand delivery).

Bid Opening Date and Time: 04/14/2022 @ 1:30 PM ET

Bid Opening Location: Department of Administration, Purchasing Division  
2019 Washington Street East  
Charleston, WV 25305-0130

**8. ADDENDUM ACKNOWLEDGEMENT:** Changes or revisions to this Solicitation will be made by an official written addendum issued by the Purchasing Division. Vendor should acknowledge receipt of all addenda issued with this Solicitation by completing an Addendum Acknowledgment Form, a copy of which is included herewith. Failure to acknowledge addenda may result in bid disqualification. The addendum acknowledgement should be submitted with the bid to expedite document processing.

**9. BID FORMATTING:** Vendor should type or electronically enter the information onto its bid to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.

**10. ALTERNATE MODEL OR BRAND:** Unless the box below is checked, any model, brand, or specification listed in this Solicitation establishes the acceptable level of quality only and is not intended to reflect a preference for, or in any way favor, a particular brand or vendor. Vendors may bid alternates to a listed model or brand provided that the alternate is at least equal to the model or brand and complies with the required specifications. The equality of any alternate being bid shall be determined by the State at its sole discretion. Any Vendor bidding an alternate model or brand should clearly identify the alternate items in its bid and should include manufacturer's specifications, industry literature, and/or any other relevant documentation demonstrating the equality of the alternate items. Failure to provide information for alternate items may be grounds for rejection of a Vendor's bid.

This Solicitation is based upon a standardized commodity established under W. Va. Code § 5A-3-61. Vendors are expected to bid the standardized commodity identified. Failure to bid the standardized commodity will result in your firm's bid being rejected.

**11. EXCEPTIONS AND CLARIFICATIONS:** The Solicitation contains the specifications that shall form the basis of a contractual agreement. Vendor shall clearly mark any exceptions, clarifications, or other proposed modifications in its bid. Exceptions to, clarifications of, or modifications of a requirement or term and condition of the Solicitation may result in bid disqualification.

**12. COMMUNICATION LIMITATIONS:** In accordance with West Virginia Code of State Rules §148-1-6.6, communication with the State of West Virginia or any of its employees regarding this Solicitation during the solicitation, bid, evaluation or award periods, except through the Purchasing Division, is strictly prohibited without prior Purchasing Division approval. Purchasing Division approval for such communication is implied for all agency delegated and exempt purchases.

**13. REGISTRATION:** Prior to Contract award, the apparent successful Vendor must be properly registered with the West Virginia Purchasing Division and must have paid the \$125 fee, if applicable.

**14. UNIT PRICE:** Unit prices shall prevail in cases of a discrepancy in the Vendor's bid.

**15. PREFERENCE:** Vendor Preference may be requested in purchases of motor vehicles or construction and maintenance equipment and machinery used in highway and other infrastructure projects. Any request for preference must be submitted in writing with the bid, must specifically identify the preference requested with reference to the applicable subsection of West Virginia Code § 5A-3-37, and must include with the bid any information necessary to evaluate and confirm the applicability of the requested preference. A request form to help facilitate the request can be found at:  
<http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**15A. RECIPROCAL PREFERENCE:** The State of West Virginia applies a reciprocal preference to all solicitations for commodities and printing in accordance with W. Va. Code § 5A-3-37(b). In effect, non-resident vendors receiving a preference in their home states, will see that same preference granted to West Virginia resident vendors bidding against them in West Virginia. Any request for reciprocal preference must include with the bid any information necessary to evaluate and confirm the applicability of the preference. A request form to help facilitate the request can be found at: <http://www.state.wv.us/admin/purchase/vrc/Venpref.pdf>.

**16. SMALL, WOMEN-OWNED, OR MINORITY-OWNED BUSINESSES:** For any solicitations publicly advertised for bid, in accordance with West Virginia Code §5A-3-37(a)(7) and W. Va. CSR § 148-22-9, any non-resident vendor certified as a small, women-owned, or minority-owned business under W. Va. CSR § 148-22-9 shall be provided the same preference made available to any resident vendor. Any non-resident small, women-owned, or minority-owned business must identify itself as such in writing, must submit that writing to the Purchasing Division with its bid, and must be properly certified under W. Va. CSR § 148-22-9 prior to contract award to receive the preferences made available to resident vendors. Preference

for a non-resident small, women-owned, or minority owned business shall be applied in accordance with W. Va. CSR § 148-22-9.

**17. WAIVER OF MINOR IRREGULARITIES:** The Director reserves the right to waive minor irregularities in bids or specifications in accordance with West Virginia Code of State Rules § 148-1-4.6.

**18. ELECTRONIC FILE ACCESS RESTRICTIONS:** Vendor must ensure that its submission in wvOASIS can be accessed and viewed by the Purchasing Division staff immediately upon bid opening. The Purchasing Division will consider any file that cannot be immediately accessed and viewed at the time of the bid opening (such as, encrypted files, password protected files, or incompatible files) to be blank or incomplete as context requires and are therefore unacceptable. A vendor will not be permitted to unencrypt files, remove password protections, or resubmit documents after bid opening to make a file viewable if those documents are required with the bid. A Vendor may be required to provide document passwords or remove access restrictions to allow the Purchasing Division to print or electronically save documents provided that those documents are viewable by the Purchasing Division prior to obtaining the password or removing the access restriction.

**19. NON-RESPONSIBLE:** The Purchasing Division Director reserves the right to reject the bid of any vendor as Non-Responsible in accordance with W. Va. Code of State Rules § 148-1-5.3, when the Director determines that the vendor submitting the bid does not have the capability to fully perform or lacks the integrity and reliability to assure good-faith performance.”

**20. ACCEPTANCE/REJECTION:** The State may accept or reject any bid in whole, or in part in accordance with W. Va. Code of State Rules § 148-1-4.5. and § 148-1-6.4.b.”

**21. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor’s entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled “confidential,” “proprietary,” “trade secret,” “private,” or labeled with any other claim against public disclosure of the documents, to include any “trade secrets” as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**22. INTERESTED PARTY DISCLOSURE:** West Virginia Code § 6D-1-2 requires that the vendor submit to the Purchasing Division a disclosure of interested parties to the contract for all contracts with an actual or estimated value of at least \$1 million. That disclosure must occur on the form prescribed and approved by the WV Ethics Commission prior to contract award.

A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**23. WITH THE BID REQUIREMENTS:** In instances where these specifications require documentation or other information with the bid, and a vendor fails to provide it with the bid, the Director of the Purchasing Division reserves the right to request those items after bid opening and prior to contract award pursuant to the authority to waive minor irregularities in bids or specifications under W. Va. CSR § 148-1-4.6. This authority does not apply to instances where state law mandates receipt with the bid.

**24. EMAIL NOTIFICATION OF AWARD:** The Purchasing Division will attempt to provide bidders with e-mail notification of contract award when a solicitation that the bidder participated in has been awarded. For notification purposes, bidders must provide the Purchasing Division with a valid email address in the bid response. Bidders may also monitor wvOASIS or the Purchasing Division's website to determine when a contract has been awarded.

## GENERAL TERMS AND CONDITIONS:

**1. CONTRACTUAL AGREEMENT:** Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

**2. DEFINITIONS:** As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

**2.1. "Agency" or "Agencies"** means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

**2.2. "Bid" or "Proposal"** means the vendors submitted response to this solicitation.

**2.3. "Contract"** means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

**2.4. "Director"** means the Director of the West Virginia Department of Administration, Purchasing Division.

**2.5. "Purchasing Division"** means the West Virginia Department of Administration, Purchasing Division.

**2.6. "Award Document"** means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

**2.7. "Solicitation"** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

**2.8. "State"** means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

**2.9. "Vendor" or "Vendors"** means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

**3. CONTRACT TERM; RENEWAL; EXTENSION:** The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

**Term Contract**

**Initial Contract Term:** The Initial Contract Term will be for a period of one (1) year. The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

**Renewal Term:** This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to four (4) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Alternate Renewal Term** – This contract may be renewed for \_\_\_\_\_ successive \_\_\_\_\_ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

**Delivery Order Limitations:** In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

**Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within \_\_\_\_\_ days.

**Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within \_\_\_\_\_ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for \_\_\_\_\_ year(s) thereafter.

**One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

**Other:** Contract Term specified in \_\_\_\_\_  
Revised 02/08/2022

**4. AUTHORITY TO PROCEED:** Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked in Section 3 above. If either “Fixed Period Contract” or “Fixed Period Contract with Renewals” has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

**5. QUANTITIES:** The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

**Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

**Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

**Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

**One Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General’s office.

**6. EMERGENCY PURCHASES:** The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

**7. REQUIRED DOCUMENTS:** All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

**BID BOND (Construction Only):** Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

**PERFORMANCE BOND:** The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

**LABOR/MATERIAL PAYMENT BOND:** The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

**MAINTENANCE BOND:** The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

**LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

**8. INSURANCE:** The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

**Commercial General Liability Insurance** in at least an amount of: \$1,000,000.00 per occurrence.

**Automobile Liability Insurance** in at least an amount of: \_\_\_\_\_ per occurrence.

**Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: \_\_\_\_\_ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

**Commercial Crime and Third Party Fidelity Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Cyber Liability Insurance** in an amount of: \$1,000,000.00 per occurrence.

**Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

**Pollution Insurance** in an amount of: \_\_\_\_\_ per occurrence.

**Aircraft Liability** in an amount of: \_\_\_\_\_ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

**9. WORKERS' COMPENSATION INSURANCE:** Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

**10. [Reserved]**

**11. LIQUIDATED DAMAGES:** This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

\_\_\_\_\_ for \_\_\_\_\_.

Liquidated Damages Contained in the Specifications.

Liquidated Damages Are Not Included in this Contract.

**12. ACCEPTANCE:** Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

**13. PRICING:** The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

**14. PAYMENT IN ARREARS:** Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

**15. PAYMENT METHODS:** Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

**16. TAXES:** The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

**17. ADDITIONAL FEES:** Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

**18. FUNDING:** This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

**19. CANCELLATION:** The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

**20. TIME:** Time is of the essence regarding all matters of time and performance in this Contract.

**21. APPLICABLE LAW:** This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

**22. COMPLIANCE WITH LAWS:** Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**23. ARBITRATION:** Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

**24. MODIFICATIONS:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

**25. WAIVER:** The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

**26. SUBSEQUENT FORMS:** The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

**27. ASSIGNMENT:** Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

**28. WARRANTY:** The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

**29. STATE EMPLOYEES:** State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

**30. PRIVACY, SECURITY, AND CONFIDENTIALITY:** The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

**31. YOUR SUBMISSION IS A PUBLIC DOCUMENT:** Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

**DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.**

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

**32. LICENSING:** In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

**SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

**33. ANTITRUST:** In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

**34. VENDOR CERTIFICATIONS:** By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

**35. VENDOR RELATIONSHIP:** The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

**36. INDEMNIFICATION:** The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

**37. PURCHASING AFFIDAVIT:** In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

**38. CONFLICT OF INTEREST:** Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

**39. REPORTS:** Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at [purchasing.division@wv.gov](mailto:purchasing.division@wv.gov).

**40. BACKGROUND CHECK:** In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

**41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS:** Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.
- c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

**42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL:** In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a “substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

**43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE:** W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

**44. PROHIBITION AGAINST USED OR REFURBISHED:** Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

**45. VOID CONTRACT CLAUSES** – This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

**DESIGNATED CONTACT:** Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Michael Haverlack, Account Executive  
\_\_\_\_\_  
(Name, Title)  
Michael Haverlack, Account Executive  
\_\_\_\_\_  
(Printed Name and Title)  
750 Holiday Drive, Suite 225, Foster Plaza Bldg 9, Pittsburgh, PA 15220  
\_\_\_\_\_  
(Address)  
412-520-4844 / 412-341-2186  
\_\_\_\_\_  
(Phone Number) / (Fax Number)  
mhaverlack@kpaonline.com  
\_\_\_\_\_  
(email address)

**CERTIFICATION AND SIGNATURE:** By signing below, or submitting documentation through wvOASIS, I certify that: I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

*By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.*

KPA Servcies, LLC  
\_\_\_\_\_  
(Company)

 MICHAEL HAVERLACK, ACCOUNT EXECUTIVE  
\_\_\_\_\_  
(Authorized Signature) (Representative Name, Title)

Michael Haverlack, Account Executive  
\_\_\_\_\_  
(Printed Name and Title of Authorized Representative)

4-13-2022  
\_\_\_\_\_  
(Date)

412-520-4844 / 412-341-2186  
\_\_\_\_\_  
(Phone Number) (Fax Number)

**ADDENDUM ACKNOWLEDGEMENT FORM**  
**SOLICITATION NO.:**

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

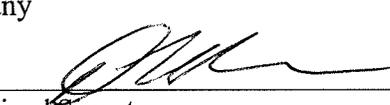
Addendum Numbers Received:  
*(Check the box next to each addendum received)*

- |   |  |
|---|--|
| <input type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6  |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7  |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8  |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9  |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

**KPA Services, LLC**

Company

  
Authorized Signature

**4-13-2022**

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.

REQUEST FOR QUOTATION  
Safety Management Software Suite

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SPECIFICATIONS

1. **PURPOSE AND SCOPE:** The West Virginia Purchasing Division is soliciting bids on behalf of West Virginia Department of Environmental Protection to establish a contract for an online Safety Management Software Suite for the use of training and tracking to accommodate up to 800 employees.
  
2. **DEFINITIONS:** The terms listed below shall have the meanings assigned to them below. Additional definitions can be found in section 2 of the General Terms and Conditions.
  - 2.1 **“Contract Item”** means software suite used for safety training and tracking as more fully described by these specifications.
  - 2.2 **“Pricing Page”** means the pages, contained in wvOASIS or attached as Exhibit A, upon which Vendor should list its proposed price for the Contract Items.
  - 2.3 **“Solicitation”** means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.
  - 2.4 **“OSHA”** means Occupational Safety and Health Administration which is a federal organization that has guidelines and policies employers use to ensure workplace safety.
  - 2.5 **“SDS”** means Safety Data Sheet which is a document that lists information relating to chemicals and health hazards as well as safety precautions for handling the material.
  - 2.6 **“SOP”** means Standard Operating Procedure which is a set of instructions on how to complete a process or task. Usually written in a step-by-step format.
  
3. **GENERAL REQUIREMENTS:**
  - 3.1 **Mandatory Contract Item Requirements:** Contract Item must meet or exceed the mandatory requirements listed below.
    - 3.1.1 **Training Software**
      - 3.1.1.1 Training presentations must be available in online, self-paced format as well as available for download for agency staff to conduct training in a group setting.

REQUEST FOR QUOTATION  
Safety Management Software Suite

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- 3.1.1.2 Training courses shall be unlimited. Every employee with access to the software shall be able to select training topics from the vendor's library and view it on demand.
- 3.1.1.3 Testing and training material must be provided for each course at no additional cost.
  - 3.1.1.3.1 Must be able to print out material.
- 3.1.1.4 Software must generate a certificate upon successful completion of each course.
- 3.1.1.5 Training must include OSHA compliant topics and material.
  - 3.1.1.5.1 Course material must include general industry and construction but may cover other areas as well.
  - 3.1.1.5.2 Examples of training: confined spaces, lock out tag out, hand safety, driver safety, ladder safety, first aid, trenching, hazard communications, personal protective equipment, and others.
    - 3.1.1.5.2.1 These trainings must be included but are not an exhaustive list. Vendor is expected to provide a full library of various up to date safety trainings.
  - 3.1.1.5.3 Vendor should submit a list, pamphlet, or other document describing the courses, classes and/or trainings available.
    - 3.1.1.5.3.1 If list is not submitted with the bid, it can be requested prior to award.

**3.1.2 Employee Tracking**

- 3.1.2.1 System must track each employee's training and testing history.
- 3.1.2.2 System must notify supervisor or administrator of upcoming expiring certifications or required training renewals.
- 3.1.2.3 System must provide a record for tracking purposes of employee accidents and incident events.
- 3.1.2.4 System must be able to generate OSHA 300 annual reporting.
- 3.1.2.5 System must be able to generate reports based on employee or course training.

**3.1.3 Electronic SDS Management**

- 3.1.3.1 System must support multiple physical locations.
- 3.1.3.2 System must be in electronic format accessible to all employees.

REQUEST FOR QUOTATION  
Safety Management Software Suite

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**3.1.3.3** System must automatically update SDS sheets when updated information becomes available from manufacturers.

**3.1.4 Safety Form Management**

**3.1.4.1** System should have various forms available for safety inspections and audits. For example, vehicle inspection, building inspection and job safety analysis.

**3.1.4.2** Forms should be customizable and fillable in electronic format.

**3.1.4.3** Forms should have automatic workflow capabilities.

**3.1.5 Policy and SOP Templates**

**3.1.5.1** System must provide standard policy and operating templates.

**3.1.5.2** Templates shall be customizable and fillable in electronic format.

**3.1.6 General Requirements**

**3.1.6.1** Must be compatible with multiple devices, tablets, PCs, phones, etc.

**3.1.6.2** System must be secured by user logins.

**3.1.6.3** System must store scores, completed trainings, incidents, and other information for a minimum of three (3) years but up to thirty (30) years.

**3.1.6.4** Must have searchable access to OSHA regulations that are regularly updated.

**3.1.6.5** System must be able to accommodate and keep record of employee trainings, viewing information and software usage.

**3.1.6.6** System must have an administrative dashboard type feature that will allow up to five administrators to view records of all employees' activity.

**3.1.6.6.1** Software must have the ability to run reports based on location, division.

**3.1.6.6.2** Software should run weekly reports of upcoming expiring trainings needed by employees.

**3.1.6.6.2.1** Software should run reports based on employee title and manager.

**3.6.6.7** Software system and vendor should provide support and training for administrators and users.

**3.6.6.8** Software data must be securely stored as noted in SaaS addendum.

REQUEST FOR QUOTATION  
Safety Management Software Suite

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- 3.6.6.9** First year commodity line pricing shall include any training, set up fees or costs to initiate services. No additional fees shall be paid.
- 3.6.6.10** All line items are to include total yearly costs for software and support. No additional fees shall be paid for training, software or support other than line price.
- 3.6.6.11** Any questions about or clarifications of mandatory specifications must be submitted prior to the Q&A Deadline listed in the terms and conditions of this solicitation. Answers will be published as an addendum on Oasis's Vendor Self Service portal. Email questions to joseph.e.hageriii@wv.gov.

**4. CONTRACT AWARD:**

**4.1 Contract Award:** The Contract is intended to provide the Agency with a purchase price for the Contract Items. The Contract shall be awarded to the Vendor that provides the Contract Items meeting the required specifications for the lowest overall total cost as shown on the Pricing Pages.

**4.2 Pricing Page:** Vendor should complete the Pricing Page by entering a price in wvOASIS for the yearly cost for the software and service. Vendor should complete the Pricing Page in full as failure to complete the Pricing Page in its entirety may result in Vendor's bid being disqualified. Bid will be evaluated on the total price, but initial contract will be awarded for first year only. Renewals will be added yearly by Change Order after agreement by Agency and Vendor.

Vendor should electronically enter the information into the Pricing Page in Oasis to prevent errors in the evaluation. In most cases Vendor can request an electronic copy of the pricing pages if necessary for bidding purposes by sending an email request to joseph.e.hageriii@wv.gov.

**5. PAYMENT:**

**5.1 Payment:** Vendor shall accept payment in accordance with the payment procedures of the State of West Virginia.

**5.1.1** Vendor should list contract number on any invoices. Failure to do so could cause delay in payment.

**6. PERFORMANCE:** Vendor and Agency shall agree upon a schedule for performance of Contract Items, unless such a schedule is already included herein by Agency

REQUEST FOR QUOTATION  
Safety Management Software Suite

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7. **TRAVEL:** Vendor shall be responsible for all mileage and travel costs, including travel time, associated with performance of this Contract. Any anticipated mileage or travel costs may be included in the rate listed on Vendor's bid, but such costs will not be paid by the Agency separately.

**8. VENDOR DEFAULT:**

8.1 The following shall be considered a vendor default under this Contract.

- 8.1.1 Failure to provide Contract Items in accordance with the requirements contained herein.
- 8.1.2 Failure to comply with other specifications and requirements contained herein.
- 8.1.3 Failure to comply with any laws, rules, and ordinances applicable to the Contract Services provided under this Contract.
- 8.1.4 Failure to remedy deficient performance upon request.

8.2 The following remedies shall be available to Agency upon default.

- 8.2.1 Immediate cancellation of the Contract.
- 8.2.2 Immediate cancellation of one or more release orders issued under this Contract.
- 8.2.3 Any other remedies available in law or equity.

REQUEST FOR QUOTATION  
Safety Management Software Suite

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**9. MISCELLANEOUS:**

- 9.1 No Substitutions:** Vendor shall supply only Contract Items submitted in response to the Solicitation unless a contract modification is approved in accordance with the provisions contained in this Contract.
- 9.2 Reports:** Vendor may be required to provide quarterly reports and annual summaries to the Agency showing the Agency's items purchased, quantities of items purchased, and total dollar value of the items purchased. Vendor shall also provide reports, upon request, showing the items purchased during the term of this Contract, the quantity purchased for each of those items, and the total value of purchases for each of those items. Failure to supply such reports may be grounds for cancellation of this Contract.
- 9.3 Contract Manager:** During its performance of this Contract, Vendor must designate and maintain a primary contract manager responsible for overseeing Vendor's responsibilities under this Contract. The Contract manager must be available during normal business hours to address any customer service or other issues related to this Contract. Vendor should list its Contract manager and his or her contact information below.

**Contract Manager:** MICHAEL HAVERLACK  
**Telephone Number:** 412-520-4844  
**Fax Number:** 412-341-2186  
**Email Address:** m.haverlack@kpaonline.com

## Software as a Service Addendum

### 1. Definitions:

Acceptable alternative data center location means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at <https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN>.

Authorized Persons means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

Data Breach means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

Individually Identifiable Health Information means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

Non-Public Data means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

Personal Data means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

Protected Health Information (PHI) means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

**2. Data Ownership:** The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

**3. Data Protection and Privacy:** Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:

- a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

- b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.
- c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.
- d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.
- e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.
- f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.
- g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.
- h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.
- i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

**4. Security Incident or Data Breach Notification:** The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

- a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.
- b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.
- c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at <https://apps.wv.gov/ot/ir/Default.aspx>, and the public jurisdiction point of contact for general contract oversight/administration.

**5. Breach Responsibilities:** This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

- a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

- b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.
- c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.
- d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.
- e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

**6. Notification of Legal Requests:** The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

**7. Termination and Suspension of Service:**

- a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
- b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
- c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
  - 10 days after the effective date of termination, if the termination is in accordance with the contract period
  - 30 days after the effective date of termination, if the termination is for convenience
  - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.

- d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
- e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

**8. Background Checks:** The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

**9. Oversight of Authorized Persons:** During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

**10. Access to Security Logs and Reports:** The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

**11. Data Protection Self-Assessment:** The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**12. Data Center Audit:** The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

**13. Change Control and Advance Notice:** The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

**14. Security:**

- a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; (3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

- b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.
- c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

**15. Non-disclosure and Separation of Duties:** The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

**16. Import and Export of Data:** The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

**17. Responsibilities:** The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

**18. Subcontractor Compliance:** The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

**19. Right to Remove Individuals:** The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

**20. Business Continuity and Disaster Recovery:** The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

**21. Compliance with Accessibility Standards:** The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

**22. Web Services:** The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

**23. Encryption of Data at Rest:** The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

**24. Subscription Terms:** Service provider grants to a public jurisdiction a license to:

- a. Access and use the service for its business purposes;
- b. For SaaS, use underlying software as embodied or used in the service; and
- c. View, copy, upload, download (where applicable), and use service provider's documentation.

**25. Equitable Relief:** Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Name of Vendor: KPA SERVICES, LLC

Signature: 

Title: Account Executive

Date: 4/13/2022

## Appendix A

(To be completed by the Agency's Procurement Officer prior to the execution of the Addendum, and shall be made a part of the Addendum. Required information not identified prior to execution of the Addendum may only be added by amending Appendix A and the Addendum, via Change Order.)

Name of Service Provider/Vendor: KPA SERVICES, LLC

Name of Agency: West Virginia Department of Environmental Protection

### Agency/public jurisdiction's required information:

1. Will restricted information be processed by the service provider?  
Yes   
No
2. If yes to #1, does the restricted information include personal data?  
Yes   
No
3. If yes to #1, does the restricted information include non-public data?  
Yes   
No
4. If yes to #1, may the service provider store public jurisdiction data in a data center in an acceptable alternative data center location, which is a country that is not the U.S.?  
Yes   
No
5. Provide name and email address for the Department privacy officer:

Name: Neil Chakrabarty

Email address: neil.a.m.chakrabarty@wv.gov

### Vendor/Service Provider's required information:

6. Provide name and contact information for vendor's employee who shall serve as the public jurisdiction's primary security contact:

Name: MICHAEL HAVENLOCK

Email address: mhavenlock@kpaonline.com

Phone Number: 912 520-4844