

**REQUEST FOR PROPOSALS FOR**

**Emergency Spill and Response Provider**

**Milepost 179.5 East of the Fort Littleton Interchange to Milepost 286.0**

**Pennsylvania Turnpike Commission**

**Operations Safety and Incident Response**

**RFP NUMBER**

**13-ESRP-4481**

**DATE OF ISSUANCE**

**October 8, 2013**

**REQUEST FOR PROPOSALS FOR**

**Emergency Spill and Response Provider**

**Milepost 179.5 East of the Fort Littleton Interchange to Milepost 286.0;**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

**I-1. Purpose.** This request for proposals (RFP) provides interested Proposers with sufficient information to enable them to prepare and submit proposals for consideration by the Pennsylvania Turnpike Commission (“Commission”) to satisfy a need for Emergency Spill and Response Provider.

**I-2. Issuing Office.** This RFP is issued for the Commission by the Operations Safety and Incident Response Department.

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

**I-4. Problem Statement.** It is the Commission’s desires to contract with an Emergency Spill and Response Provider for assessment control, containment, clean-up and disposal of Hazardous Material incidents upon the Pennsylvania Turnpike System.

**I-5. Type of Contract.** It is proposed that if a contract is entered into as a result of this RFP, it will be a fee for services. The Commission may in its sole discretion undertake negotiations with Proposers whose proposals as to price and other factors show them to be qualified, responsible, and capable of performing the work.

**I-6. Rejection of Proposals.** The Commission reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with competing Proposers.

**I-7. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission.

**I-8. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I-9. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with **RFP 13-ESRP-4481** in the Subject Line to be received no later than 12:00 PM local time on **Thursday, October 24, 2013**. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

**I-10. Addenda to the RFP.** If it becomes necessary to revise any part of this RFP before the proposal response date, addenda will be posted to the Commission’s website under the original RFP document. It is the responsibility of the Proposer to periodically check the website for any new information or addenda to the RFP.

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

**I-11. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **12:00 PM** local time on **Thursday, November 14, 2013**. The Pennsylvania Turnpike Commission is located at 700 South Eisenhower Boulevard, Middletown, PA 17057 (Street address). Our mailing Address is P. O. Box 67676, Harrisburg, PA 17106.

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

**I-12. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in five (5) hard copies of the Technical Submittal and five (5) hard copies of the Cost Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and Cost, along with all requested documents) on CD-ROM or Flash Drive in Microsoft Office or Microsoft Office-compatible format.** The electronic copy must be a mirror image of the hard copy. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

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

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

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

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

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

**I-13. Economy of Preparation.** Proposals should be prepared simply and economically, providing a straightforward, concise description of the Proposer's ability to meet the requirements of the RFP.

**I-14. Discussions for Clarification.** Proposers who submit proposals may be required to make an oral or written clarification of their proposals to the Issuing Office through the Contract Administration Department to ensure thorough mutual understanding and Proposer responsiveness to the solicitation requirements. The Issuing Office through the Contract Administration Department will initiate requests for clarification.

**I-15. Prime Proposer Responsibilities.** The selected Proposer will be required to assume responsibility for all services offered in its proposal whether or not it produces them. Further, the Commission will consider the selected Proposer to be the sole point of contact with regard to contractual matters.

**I-16. Proposal Contents.** Proposals will be held in confidence and will not be revealed or discussed with competitors, unless disclosure is required to be made (i) under the provisions of any Commonwealth or United States statute or regulation; or (ii) by rule or order of any court of competent jurisdiction. All material submitted with the proposal becomes the property of the Pennsylvania Turnpike Commission and may be returned only at the Commission's option. Proposals submitted to the Commission may be reviewed and evaluated by any person other than competing Proposers at the discretion of the Commission. The Commission has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal does not affect this right.

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

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

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

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

65 P.S. §67.102 (emphasis added).

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

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

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

The Office of Open Records also notes that with regard to “confidential proprietary information the standard is equally high and may only be established when the party asserting protection shows that the information at issue is either ‘commercial’ or ‘financial’ and is privileged or confidential, and the disclosure **would** cause substantial competitive harm.” (emphasis in original).

For more information regarding the RTKL, visit the Office of Open Records’ website at [www.openrecords.state.pa.us](http://www.openrecords.state.pa.us).

**I-17. Debriefing Conferences.** Proposers whose proposals are not selected will be notified of the name of the selected Proposer and given the opportunity to be debriefed, at the Proposer’s request. The Issuing Office will schedule the time and location of the debriefing. The Proposer will not be compared with other Proposers.

**I-18. News Releases.** News releases pertaining to this project will not be made without prior “Commission” approval, and then only in coordination with the Issuing Office.

**I-19. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-20. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will be for two (2) years from that date with an option of one (1) two-year extension. The Commission shall fix the Effective Date after the contract has been fully executed by the Contractor and by the Commission and all approvals required by Commission contracting procedures have been obtained.

**I-21. Proposer's Representations and Authorizations.** Each Proposer by submitting its proposal understands, represents, and acknowledges that:

- a. All information provided by, and representations made by, the Proposer in the proposal are material and important and will be relied upon by the Issuing Office in awarding the contract(s). Any misstatement, omission or misrepresentation shall be treated as fraudulent concealment from the Issuing Office of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under 18 Pa. C.S. 4904.
- b. The price(s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other Proposer or potential Proposer.
- c. Neither the price(s) nor the amount of the proposal, and neither the approximate price(s) nor the approximate amount of this proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed on or before the proposal submission deadline specified in the response section of this RFP.
- d. No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The proposal is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as disclosed by the Proposer in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as otherwise disclosed by the Proposer in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.

- h. The Proposer is not currently under suspension or debarment by the Commonwealth, or any other state, or the federal government, and if the Proposer cannot certify, then it shall submit along with the proposal a written explanation of why such certification cannot be made.
- i. The Proposer has not, under separate contract with the Issuing Office, made any recommendations to the Issuing Office concerning the need for the services described in the proposal or the specifications for the services described in the proposal.
- j. Each Proposer, by submitting its proposal, authorizes all Commonwealth agencies to release to the Commission information related to liabilities to the Commonwealth including, but not limited to, taxes, unemployment compensation, and workers' compensation liabilities.

## **I-22 Insurance.**

### **A. General Insurance Requirements**

1. The Professional Services shall not commence until the Professional Service Contractor has obtained, at their own expense, all of the insurance as required hereunder and such insurance has been approved by the Commission; nor shall the Professional Service Contractor allow any Subcontractor to commence work on any Commission projects until all insurance required of the Subcontractor has been so obtained and approved by the Contractor. Approval of insurance required of the Professional Service Contractor will be granted only after submission to the Commission, original certificates of insurance signed by the representatives of the insurers or, at the Commission's request, certified copies of the required insurance policies.
2. The Professional Service Contractor shall require all Subcontractors to maintain during the term of the Contract Commercial General Liability Insurance, Business Auto Liability Insurance, Professional Liability Insurance (if applicable), Pollution Liability Insurance (if applicable), and Workers' Compensation and Employers Liability Insurance at the same limits required of Professional Service Contractor.
3. All insurance required herein, with the exception of the Professional / Errors and Omissions Liability Insurance shall be written on an "occurrence" basis and not a "claims-made" basis. For Professional Liability "claims-made" coverage:
  - a. The retroactive date must be on or prior to the start of work under this contract; and
  - b. The Subcontractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years – the required completed operations period.
4. The Commission, its Commissioners, agents, servants, employees and representatives shall be named as additional insured on the Contractor's liability (General Liability, Automobile Liability and Umbrella Liability insurance) insurance program with respect to the liability arising out of the Contractor's work (including products and completed operations as well as ongoing operations) and the certificate of insurance, or the certified policy, if required, must also state



this. This coverage should be provided, along with evidence of such coverage, for a period of two years after completion of the project.

5. All insurance policies required hereunder shall be endorsed to provide that the policy is not subject to cancellation, non-renewal, or material reduction in coverage until thirty (30) days prior written notice has been given to the Owner.
6. Insurance provided to the Commission as specified herein shall be primary and non-contributory.
7. No acceptance and/or approval of any insurance by the Commission shall be construed as relieving or excusing the Professional Service Contractor or the Professional Service Contractor's Surety (if applicable) from any liability or obligation imposed upon either or both of them by provisions of this Contract.
8. Any deductibles or self-insured retention's of (\$10,000) or greater shall be disclosed by the Professional Service Contractor, and are subject to Commission's written approval. Any deductible or retention amounts elected by the Professional Service Contractor or imposed by the Professional Service Contractor's insurer(s) shall be the sole responsibility of the Professional Service Contractor.
9. All insurance companies shall have an AM Best's rating of A- or better and be licensed to do business in the State of Pennsylvania.
10. There shall be no liability upon the Commission, public officials, their employees, their authorized representatives, or agents either personally or as officials of the Commission in carrying out any of the provisions of the Contract nor in exercising any power or authority granted to them by or within the scope of the Contract, it being understood that in all such matters they act solely as agents and representatives of the Commission.
11. Waiver of Rights of Recovery and Waiver of Rights of Subrogation:
  - a. The Contractor and subcontractors waive all rights of recovery against the Owner and all the additional insureds for loss or damage covered by any of the insurance maintained by the contractor or subcontractor.
  - b. If any of the policies of insurance required under this contract require an endorsement to provide for the waiver of subrogation, then the named insured of such policies will cause them to be so endorsed.
12. Any type of insurance or any increase in limits of liability not described above which the contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.

## **B. Professional Service Contractor Liability Insurance Requirements**

- The Professional Service Contractor shall purchase the following insurance coverage's for the minimum limits specified below or required by law.

- **Commercial General Liability** insurance for bodily injury, personal injury, and property damage including loss of use, etc. with minimum limits of:

\$1,000,000 each occurrence;  
 \$1,000,000 personal and advertising injury;  
 \$2,000,000 general aggregate; and  
 \$2,000,000 products/completed operation aggregate.

This insurance shall include coverage for all of the following

- Coverage is to be provided by the standard Commercial General Liability insurance policy (“Occurrence Form”);
  - General aggregate limit applying on a per project/ location basis;
  - Liability arising from premises and operations;
  - Liability arising from the actions of independent contractors;
  - Contractual liability including protection for the Professional Service Contractor from bodily injury and property damage claims arising out of liability assumed under this Contract;
  - Liability arising from the explosion, collapse or underground (XCU) hazards (If Applicable)
  - Products/Completed Operations Coverage must be maintained for a period of at least two (2) years after final payment (including coverage for the Additional Insureds as set forth in these Insurance Requirements).
- **Business Auto Liability** insurance with a minimum limit of \$1,000,000 per accident and including, but not limited to, coverage for all of the following:
    - Liability arising out of the ownership, maintenance or use of any auto;
    - Auto non-ownership and hired car coverage
    - Contractual Liability Coverage (including Liability for Employee Injury assumed under a Contract as provided in the standard ISO policy form)
  - **Workers’ Compensation** insurance with statutory benefits as required by any state or federal law, including standard “other states” coverage; **employer’s liability** insurance with minimum limits of:
    - \$1,000,000 each accident for bodily injury by accident;
    - \$1,000,000 each employee for bodily injury by disease; and
    - \$1,000,000 policy limit for bodily injury by disease.
    1. Including Waiver of Right to Recover from Others Endorsement (WC 00 0313) where permitted by state law.

2. United States Longshore & Harbor Workers Act Coverage, where applicable; and
  3. Maritime Coverage under the Jones Act, where applicable.
- **Professional Liability:** Service Contractors (such as, but not limited to Architects, Engineers, Attorneys, Financial Advisors, Marketing Professionals, Physicians and Risk Management Consultants) shall provide professional liability and/or malpractice insurance with minimum limits of \$1,000,000.
  - **Umbrella Liability or Excess Liability** insurance with minimum limits of:
    - \$5,000,000 per occurrence;
    - \$5,000,000 aggregate for other than products/completed operations and auto liability; and
    - \$5,000,000 products/completed operations aggregate.

Policy to apply excess of the Commercial General Liability (following form, Per Project / location), Commercial Automobile Liability and Employers Liability Coverage.

- **Pollution Liability**
  - Occurrence/Claims Made Limit: \$10,000,000 per project
  - Insurance to be maintained for the duration of the work for a period of two years thereafter
  - Coverage to include remediation and disposal of hazardous materials
  - No Exclusions for Silica, Asbestos or Lead.

Include Mold Coverage for full policy limit of liability.
- **Watercraft and Aircraft Liability (If Applicable):** If contractor utilizes any owned, used, leased, hired or borrowed watercraft or aircraft to complete their work in accordance with this Contract, the coverage shall be maintained.

Minimum Limits of Liability:

\$2,000,000 Per Occurrence  
\$2,000,000 Aggregate

### C. Indemnification

The Contractor shall protect, defend, indemnify and hold harmless the Commission, and their agents and employees from and against all liability (including liability for violation of any law or any common law duty), claims, damages, losses, and expenses including attorneys' fees arising in connection with, out of, or resulting from the performance of the work, provided that any such liability, claim, damage, loss or expense (i) is attributable to bodily injury, sickness, disease, or death, or to any statutory or regulatory rule designed to protect against such conditions, or to injury to or destruction of tangible

property (other than the work itself), and including the loss of the use resulting there from, and (ii) is caused by or results from, in whole or in part, any act or omission of the Contractor, any Subcontractor, Sub-subcontractor(s), anyone direct or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is also caused by or results from any act or omission of any party indemnified hereunder.

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other Employee.

## PART II

### INFORMATION REQUIRED FROM PROPOSERS

Proposals must be submitted in the format, including heading descriptions, outlined below. To be considered, the proposal must respond to all requirements in this part of the RFP. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. All cost data relating to this proposal should be kept separate from and not included in the Technical Submittal. Each proposal shall consist of the completed proposal cover sheet (use Appendix A) and two (2) separately sealed submittals. The submittals are as follows: (i) Technical Submittal, in response to Part II-1 through II- 5 hereof; (ii) Cost Submittal, in response to Part II-6 hereof.

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

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

#### **II-1. Proposal Cover Sheet (Appendix A)**

Show the name of your firm, Federal I.D. number, address, name of contact person, contact person's email and telephone number date and the subject: Emergency Spill and Response Provider **Milepost 179.5 East of the Fort Littleton Interchange to Milepost 286.0, RFP 13-ESRP-4481**. In addition it is required that all information requested in Appendix A be provided including information pertaining to location of office performing the work, contact information, listing of all Pennsylvania offices and total number of Pennsylvania employees, and location of company headquarters.

#### **II-2. Pennsylvania Turnpike Commission Emergency Spill Responder Questionnaire (Appendix B.)**

An on-site video tape verification of the submitted information will be scheduled with the successful proposer in order to verify the information provided in the questionnaire.

**II-3. Hazmat Team Roster (Appendix C) -** Please provide a team roster and criminal history report of any individual who will respond to incidents on Commission property (all principles, officers, owners, directors or employees). <http://www.psp.state.pa.us/psp/lib/psp/sp4-164.pdf>

#### **II-4. Hazmat Team Equipment list (Appendix D)**

#### **II-5. Commitment to Diversity and Inclusion**

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify DBE/MBE/WBE firms, expected to participate in the Contract, in their Proposal. Proposed DBE/MBE/WBE firms must be certified by the Pennsylvania Unified Certification Program ([www.paucp.com](http://www.paucp.com)) at the time of the submission of the proposal.

**II-6. Current Rate Schedule of Fees**

The Proposer shall provide the Commission with a rate schedule for fees, identifying rates for all equipment, labor charges, supplies, and administrative fees with this proposal and annually after award of contract. See Part IV-3 Method of Payment.

## PART III

### CRITERIA FOR SELECTION

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

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

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

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

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

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

1. Proposer Qualifications, Experience, Capabilities, Equipment and Certifications/Licenses.
2. Personnel Qualifications, Experience, Capabilities and Certifications/Licenses.
3. Facility Location, Condition, Ownership/Lease Status.
4. Training, Medical and Other Programs.
5. Current Rate Schedule of Fees.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

**a. General.** The Pennsylvania Turnpike Commission desires to contract a vendor to provide assessment, control, containment, clean-up and disposal of Hazardous Material Incidents occurring on the Pennsylvania Turnpike System, from the **Milepost 179.5 East of the Fort Littleton Interchange (180) (excluding Fort Littleton Interchange and its ramps) to Milepost 286.0 (including Reading Interchange (286) and its ramps); including all other interchanges and ramps in the designated coverage area.**

**b. Specific.** The Proposer shall arrive within two (2) hours of receiving notification and begin to assess, control, contain, clean-up and dispose of spills of material determined to pose a hazard to people, environment and property, in accordance with Federal, State, and Local regulations/standards/guidelines

#### IV-2. Requirements.

Meet Commission standards as well as compliance with local, state, and federal laws regarding transportation, hazardous waste, and worker protection. Proposer will be responsible for assessment, control, containment, removal, and disposal of all material regarding hazmat incidents on the Pennsylvania Turnpike System.

Proposer shall be responsible for all incident recovery fees directly with the insurance carriers. For any un-reimbursed costs the Proposer should follow Section 210 Recovery of Response Costs, under the Hazardous Material Emergency Planning and Response Act 1990- 165, as amended. The Pennsylvania Turnpike Commission will reimburse the Emergency Spill Contractor only when the Emergency Spill Contractor cannot recoup the cost or obtain a contract from the responsible party within five (5) business days.

- A. The assessment, control, containment, and disposal of hazard material incidents upon the Pennsylvania Turnpike System within the section of the Pennsylvania Turnpike described in this RFP shall be under the direction and supervision of the individual in charge of the Proposer and done in accordance with all applicable Environmental Laws.
- B. The Proposer agrees to keep current all required apparatus, and equipment inventories as well as team rosters that identify the training, certification, driver licensing and criminal history of its employees.
- C. Proposer agrees to provide names of driver/operators to the Commission with this signed Proposal and as drivers/operators are added or replaced during the life of this Proposal, showing verification of the driver/operator's licensing status.



- D.** Proposer agrees that it presently maintains and will continue to maintain during the life of this Proposal such equipment, training and hazardous material management facilities as may be considered reasonably necessary for the hazardous materials protection services to be performed hereunder.
- E.** Only the Proposer with which the Commission has a signed fully executed Agreement will be dispatched by the Commission to respond initially to releases or potential releases that have the potential to harm people, the environment, or property, except in accordance with the Commission's "Hazardous Material and/or Fuel Spill Guidelines" (Appendix E), to comply with the Pennsylvania Hazardous Material Emergency Planning and Response Act (Act 1990-165, as amended). If a Responsible Party has already contacted another Spill Provider, the Emergency Response Spill Provider with which the Commission has a signed fully executed Agreement is responsible for mediation and remediation of the incident.
- F.** Proposer shall respond to all dispatched calls by the Commission. Except under extremely adverse weather or traffic conditions, Proposer is expected to arrive at the scene of any material spill within two (2) hours after the call is dispatched to the Proposer. The Proposer is further required to give accurate or "real" Estimated-Time-of-Arrivals (ETA's) even though the response time may be in excess of the two (2) hour requirement due to roadway or weather conditions. However, this does not release the Proposer from responding to a call-out if information has not been confirmed by the Commission. The Commission reserves the right to dispatch other services or Proposer to the scene if the situation merits.
- G.** The Proposer shall enter the Turnpike at the nearest interchange, access gate, or maintenance shed.
- H.** Proposer and its agents will be afforded limited non-revenue privileges while performing required duties on the Turnpike System. Proposer warrants that any non-revenue cards and keys issued will be used for official business only. Gate keys will be provided as needed in accordance with the Commission's key policy in effect at the time of the key request. Fees for lost, stolen, or duplicated keys - or deposits forfeited for lost, stolen, or duplicated keys - will range from \$250 to \$1000 per key depending upon the security level of the key requested.
- I.** Proposer agrees not to sub-contract nor assign neither this Proposal nor any part thereof without obtaining the prior written consent of Commission. The Proposer must submit a complete list of the subcontractors for approval by the Commission. When it becomes necessary to employ additional equipment or the services of another service facility temporarily, such employment shall be with service facilities approved by the Commission at the prevailing rate in the contracted area.
- J.** The Commission is entitled to inspect the premises and facilities of the Proposer at all reasonable times.
- K.** The Proposer is required to furnish the Commission with a 24-hour emergency telephone number to provide the Commission with a means of procuring services at any time-of-day.
- L.** The Proposer shall provide the Commission with a rate schedule for fees, identifying rates for all equipment, labor charges, supplies, and administrative fees; annually.

- M.** The Proposer will provide the Commission a narrative and pictures of their incident actions, disposal manifests and copy of invoices sent to the Responsible Party. Completion reports and any related invoices shall be submitted to the Commission from the Proposer within five (5) business days of the conclusion of the incident. If the event is on-going for more than a week, a weekly report must be submitted to the Commission; until such time that the Commission is satisfied with the mitigation efforts by said vendor. Proposer must send an email to Pennsylvania Turnpike Commission's Emergency Response Program Manger by the next business day to advise of the incident on the callout and future plans (i.e. removal of material, excavating, etc.)
- N.** Proposer shall comply with all local, state and federal laws regarding transportation, hazardous waste, and worker protection regulations.

**IV-3. Method of Payment.**

- A.** At the time of requesting the Proposer service, the Commission will attempt to provide to the Proposer as much information as available to identify a Responsible Party. The Responsible Party thus identified will incur all costs associated with response, control, remediation and mitigation by the Proposer with the incident.
- B.** If a Responsible Party is identified and the Proposer has consummated a contract with them, the Proposer will assume responsibility for billing and collection of all monies owed to Proposer for response, control, remediation and mitigation of the incident. At this point the Commission will be relieved from any cost from the Proposer related to the response, control, remediation and mitigation of the incident.
- C.** The Proposer will be responsible to obtain any signed manifest from the Responsible Party. If a Responsible Party is not identified or Responsible Party refuses to sign the manifest, the Proposer shall contact the local Department Of Environmental Recourses office for assistance through the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.A. \_\_\_ 9602) and regulations promulgated thereunder (See 40 CFR 302.1-302.8 relating to designation, reportable quantities, and notification).
- D.** If a Responsible Party is not readily identified, the Proposer shall begin response, control, remediation and mitigation efforts as appropriate. If within five (5) business days from the time of the incident, a Responsible Party has not been identified and a contract cannot be executed, the Proposer will notify the Commission's Emergency Response Program Manager. The Proposer will provide documentation of the attempts made to identify a Responsible Party and to execute a contract. If reasonable attempts have been made to execute a contract and have been unsuccessful, the Emergency Response Program Manager will notify the Commission's Property Damage Claims Office to open a damage claim. The Commission will assume responsibility to the Proposer for the costs incurred related to the response, control, remediation and mitigation of the incident. Charges will be in accordance with the Proposer Emergency Response Rates in effect at the time of the incident. However, this does not relieve the Proposer from continuing to attempt to consummate a contract with the Responsible Party. If after contacting the Commission's Emergency Response Program Manager, the Proposer consummates a contract with the Responsible Party, the Proposer shall notify the Commission immediately by email, so that the Commission can terminate the damage claim process.

- E.** The Proposer will assist the Commission in identifying funds available to cover any Commission responsibility to the Proposer. These funds may include “OPA 90” reimbursement or USEPA Hazardous Materials Cleanup Reimbursement funds as examples.
- F.** The Proposer shall provide the Commission with a rate schedule for fees, identifying rates for all equipment, labor charges, supplies and administrative fees. This schedule shall be submitted to the Commission before each January 10<sup>th</sup> and will be in effect for the calendar year. These rates shall be the maximum charged to the Responsible Party for any incident occurring on the Commission’s property.
- G.** The Proposer is further required to keep accurate records of payment of any services rendered in conjunction with or relating to an accident or claim where payment for such services was made by the customer’s insurance carrier, financial institution, or by any other means of payment, be it by the customer directly or not.
- H.** The Failure to adopt these procedures shall constitute a breach of contract. The billing applies to all services, which originated within the right-of-way of the Pennsylvania Turnpike System. All books, ledgers, and other pertinent records of the Proposer relating to hazardous incidents shall be available for inspection by authorized representatives of the Commission at all reasonable times, and the Proposer agrees to furnish the Commission with such records, reports or tabulations of services rendered under the contract as the Commission may reasonably require.

## **Addendum No. 1**

### **RFP# 13-ESRP-4481**

Emergency Spill and Response Provider  
Milepost 179.5 East of the Fort Littleton Interchange to Milepost 286.0

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

#### **REVISIONS**

1. On page 16 of 17, Part IV-3, C, Method of Payment has been revised to read as follows:

**C.** The Proposer will be responsible to obtain any signed manifest from the Responsible Party. If a Responsible Party is not identified or Responsible Party refuses to sign the manifest, the Proposer shall contact the local Department of Environmental Protection (DEP) for assistance through the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C.A. \_\_ 9602) and regulations promulgated thereunder (See 40 CFR 302.1-302.8 relating to designation, reportable quantities, and notification).

2. On page 10 of 17, Part I-11, C, Indemnification the last paragraph has been revised to read:

In any and all claims against the Commission or any of their agents or employees, by an employee of the Contractor, Subcontractor, or any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for any Contractor, Subcontractor or any Sub-subcontractor under Workmen's Compensation Acts, Disability Benefits Acts, or other employee benefit act.

#### **QUESTIONS AND ANSWERS**

No questions were received as of 12:00 PM local time on Thursday, October 24, 2013.

All other terms, conditions and requirements of the original RFP issued October 8, 2013 remain unchanged unless modified by this Addendum.