

**REQUEST FOR PROPOSALS FOR**

**Emergency Spill and Response Provider**

**Milepost 286.1 to Milepost 359 and the Northeast Extension Milepost A20 to Milepost A57.3**

**Pennsylvania Turnpike Commission**

**Traffic Engineering & Operations Department**

**RFP NUMBER**

**14-ESRP-4897**

**DATE OF ISSUANCE**

**September 2, 2014**

# **REQUEST FOR PROPOSALS FOR**

## **Emergency Spill and Response Provider**

**Milepost 286.1 to Milepost 359 and the Northeast Extension Milepost A20 to Milepost A57.3**

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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 Traffic Engineering and Operations Department.

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

**I-4. Problem Statement.** 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. 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.

**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 14-ESRP-4897** in the Subject Line to be received no later than **2:00 PM** local time on **Tuesday, September 16, 2014**. 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 **2:00 PM** local time on **Tuesday, October 7, 2014**. 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 Six (6) hard copies of the Technical Submittal. In addition to the hard copies of the proposal, **one complete and exact copy of the entire proposal (Technical and all other 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.. 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. The Commission reserves the right to renew the contract on a monthly basis until competent replacement Emergency Spill Response Provider has been selected, at the discretion of the Commission.

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

**I-23 Insurance.** The Proposer, prior to execution of the Agreement, shall furnish to the Commission the certificates of insurances as required in attached Appendix G to the RFP.



## 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. Each proposal shall consist of the completed proposal cover sheet (use Appendix A) and the Technical Submittal, in response to Part II-1 through II- 7 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 286.1 to Milepost 359 and the Northeast Extension Milepost A20 to Milepost A57.3, RFP 14-ESRP-4897**. 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 photographing and/or video tape verification of the submitted information will be scheduled with the 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). <https://epatch.state.pa.us/Home.jsp>

#### **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.

**II-7. Analysis of Incident Response Scenarios**

The Proposer shall provide the Commission with a cost analysis based on the Current Rate Schedule of Fees as required in section II.6, as well as a written Incident Action Plan (IAP) for each of the three scenarios depicted in Appendix F, Incident Response Scenarios. The IAP shall include; number of personnel; number of vehicles; equipment & supplies; and actions; that would be expected to be utilized at these scenarios. A hypothetical response time shall also be given to demonstrate the understanding of the time which is needed to accomplish each action identified in the IAP.

## 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.
6. Analysis of Incident Response Scenarios.

## 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 East of the Reading Interchange (MP 286.1 to the Delaware River Bridge MP 359); Northeast Extension (MPA20) to Lehigh Valley Interchange (MP A57.3 including the Interchange), including all Commission owned ramps, toll plazas, and structures, excluding the service plazas.

**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.** The Commission is entitled to inspect the premises and facilities of the Proposer at all reasonable times.
- J.** 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.
- K.** The Proposer shall provide the Commission with a rate schedule for fees, identifying rates for all equipment, labor charges, supplies, and administrative fees; annually.
- L.** 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 Manager by the next business day to advise of the incident on the callout and future plans (i.e. removal of material, excavating, etc.)

**M.** Proposer shall comply with all local, state and federal laws regarding transportation, hazardous waste, material storage, 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.
- I.** The Proposer agrees that the Commission may offset the amount of any state tax liability or other obligation of the Proposer or its subsidiaries to the Commonwealth against any payments due the Proposer under any contract with the Commission.

# APPENDIX A – PROPOSAL COVER SHEET

## Pennsylvania Turnpike Commission

### Emergency Spill and Response Provider

Milepost 286.1 to Milepost 359 and the Northeast Extension Milepost A20 to Milepost A57.3

**RFP# 14-ESRP-4897**

**Enclosed in is the technical submittal for the Proposer identified below for the above referenced RFP:**

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

<b>Submittals Enclosed and Separately Sealed:</b>
---

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

**FAILURE TO COMPLETE, SIGN AND RETURN THIS FORM WITH THE PROPOSAL MAY RESULT IN THE REJECTION OF THE PROPOSAL.**





**PENNSYLVANIA TURNPIKE COMMISSION  
EMERGENCY SPILL RESPONDER APPLICATION  
RFP# 13-ESRP-4897**

**Coverage Location: East of the Reading Interchange (MP 286.1 to the Delaware River Bridge MP 359); Northeast Extension (MP A20) to Lehigh Valley Interchange (MP A57.3 including the Interchange), all Commission owned ramps, toll plazas, and structures, excluding the service plazas.**

1. Name, address, business phone number, fax phone number, 24 hour number and e-mail address of your company.

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2. Where is your business located? Give actual mileage and accurate directions to the nearest Turnpike Interchange or Access gate.

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3. Name of owner(s)/proprietor(s), partners, principal officers (for corporations, LLC's etc.).

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4. Form of ownership: Individual proprietorship \_\_\_\_\_  
Partnership \_\_\_\_\_  
Registered business corporation \_\_\_\_\_  
Other \_\_\_\_\_

5. Do you own/lease the facility? \_\_\_\_\_

6. If leased, give owner's name, address, and expiration date of lease. Provide a copy of the lease.

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7. If leased, do you have the option to renew? YES\_\_\_\_\_ NO\_\_\_\_\_

8. If answer is yes, give number of years until renewal. \_\_\_\_\_

9. How long have you been operating at this location? \_\_\_\_\_

10. Is your organization PEMA certified under Act 1990-165? YES\_\_\_\_\_ NO\_\_\_\_\_

A. If so, when did you receive certification? \_\_\_\_\_

B. When does your PEMA certification expire? \_\_\_\_\_

11. Years' experience in HAZMAT response. \_\_\_\_\_

12. Has your company ever been charged with any local, state or federal violations?

Yes\_\_\_\_\_ No \_\_\_\_\_, If so please provide explanation.

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13. Does your company have the personnel and equipment capable of cleaning up a potentially large HAZMAT Incident? (e.g. an overturned tanker truck is leaking a flammable liquid on the Turnpike System, will your company have the resources to contain, control, and off-load the flammable liquid, so the vehicle can be removed from the roadway)?

YES\_\_\_\_\_ NO\_\_\_\_\_

14. Please list hazardous waste response capabilities including types of waste handled. (Chemical, biological & radiological, etc.)

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15. Does your operation provide 24/7 emergency spill response? YES\_\_\_\_\_ NO\_\_\_\_\_

16. Identify where wastes will be transported, specifying approved treatment, storage and disposal facilities. (TSDF's)

17. Total Number of HAZMAT Technicians that are full time employees?

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18. The administrative officer responsible to sign the application. Please list additional personnel on a separate page.

Name \_\_\_\_\_

Address \_\_\_\_\_

City/Zip \_\_\_\_\_

Phone # \_\_\_\_\_

E-Mail \_\_\_\_\_

19. The contact person responsible for overseeing the HAZMAT team. Please list additional personnel on a separate page.

Name \_\_\_\_\_  
Address \_\_\_\_\_  
City/Zip \_\_\_\_\_  
Phone # \_\_\_\_\_  
E-Mail \_\_\_\_\_

20. Provide a copy of all city and state licenses you and/or your operation possess.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Please provide the following permit and/or license numbers:

PEMA Certification Number \_\_\_\_\_  
EPA Identification Number \_\_\_\_\_  
EPA/State Facility Permit \_\_\_\_\_  
State of PA Hazardous Waste Hauler certificate/Permit \_\_\_\_\_  
Other \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

22. Have you, any principal officer(s), or key employee(s) ever been convicted of a crime(s)? YES \_\_\_\_\_ NO \_\_\_\_\_

23. Have you or any principal officer(s) or key employee(s) been adjudged bankrupt or reorganized due to insolvency in the last 10 years, or was or is otherwise subject to any such prior or pending bankruptcy or reorganization proceeding? YES \_\_\_\_\_ NO \_\_\_\_\_

24. Please provide current photographs of your facility (ies) that show at minimal the following:

- Exterior of facility (ies), showing all sides of the building(s).
- Storage lot(s), on or off site, including a secured fenced storage lot, if available.

25. Describe your business/service facility (ies), noting the square footage size of the entire building(s), office size.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_

26. List each county for which your HAZMAT team is responsible for providing HAZMAT response per the PEMA, Emergency Management Directive No. D2004-1.

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27. Do you have an emergency response plan and procedures in accordance with 29 CFR 1910.120(q) (2) and (3)? YES\_\_\_\_ NO\_\_\_\_

28. Has your operation instituted a medical surveillance program for members of its HAZMAT team in accordance with 29 CFR 1910.12 (q) (9)? The applicant agrees to keep each individual's medical record on file for thirty (30) years after the date the individual leaves the HAZMAT team. YES\_\_\_\_ NO\_\_\_\_

29. Does the team have a dedicated EMS response service on each incident? YES\_\_\_\_ NO\_\_\_\_

30. Does your team have a written procedure(s) for DECON? YES\_\_\_\_ NO\_\_\_\_

31. Does the team have a dedicated Training Officer? YES\_\_\_\_ NO\_\_\_\_

32. Does your team's training program include the following topics:

- a. Recognition and Identification of Hazardous Materials YES\_\_\_\_ NO\_\_\_\_
- b. Hazard and Risk Assessment YES\_\_\_\_ NO\_\_\_\_
- c. Familiarization of Emergency Response Plan YES\_\_\_\_ NO\_\_\_\_
- d. Understanding Termination Procedures YES\_\_\_\_ NO\_\_\_\_
- e. Team Organization YES\_\_\_\_ NO\_\_\_\_
- f. Incident Command System YES\_\_\_\_ NO\_\_\_\_
- g. Use of PPE YES\_\_\_\_ NO\_\_\_\_
- h. Use of SCBA YES\_\_\_\_ NO\_\_\_\_
- i. Decontamination procedures YES\_\_\_\_ NO\_\_\_\_
- j. Use of field survey instruments and equipment YES\_\_\_\_ NO\_\_\_\_
- k. Control, Containment and Confinement techniques YES\_\_\_\_ NO\_\_\_\_
- l. Terrorism training YES\_\_\_\_ NO\_\_\_\_

33. Identify the number of team members certified to the following levels:

- a. Haz-Mat Incident Commander \_\_\_\_\_

- b. Haz-Mat Specialist \_\_\_\_\_
- c. Haz-Mat Technician \_\_\_\_\_
- d. Haz-Mat Operations \_\_\_\_\_
- e. Haz-Mat Awareness \_\_\_\_\_
- f. Dept. of Health EMT \_\_\_\_\_
- g. NIMS 700 \_\_\_\_\_
- h. NIMS 100 \_\_\_\_\_
- i. NIMS 200 \_\_\_\_\_
- j. NIMS 300 \_\_\_\_\_
- k. NIMS 400 \_\_\_\_\_

34. Does each Team Member complete a set training program prior to responding to incidents? YES \_\_\_\_\_ NO \_\_\_\_\_

35. Does each Team Member receive complete physicals, in accordance with OSHA standards, prior to responding to incidents? YES \_\_\_\_\_ NO \_\_\_\_\_

**MEDICAL SURVEILLANCE PROGRAM:**

1. Has the employer developed and implemented a written safety and health program for their employees involved in hazardous waste operations [OSHA 1910.120(b)(1)(i)]  
YES \_\_\_\_\_ NO \_\_\_\_\_

2. Does the written safety and health program incorporate: [OSHA 1910.120(b)(1)(ii) – 1910.134(c)(1)]

- a. The medical surveillance program YES \_\_\_\_\_ NO \_\_\_\_\_
- b. Standard operating procedures for safety and health YES \_\_\_\_\_ NO \_\_\_\_\_
- c. Written respiratory protection program YES \_\_\_\_\_ NO \_\_\_\_\_

3. Does pre-employment screening include:

- a. Medical history (questionnaire) YES \_\_\_\_\_ NO \_\_\_\_\_
- b. Occupational history (questionnaire) YES \_\_\_\_\_ NO \_\_\_\_\_
- c. A physical examination YES \_\_\_\_\_ NO \_\_\_\_\_
- d. Baseline testing (including both medical screening & biologic monitoring tests)

- YES \_\_\_\_ NO \_\_\_\_
- e. Urinalysis YES \_\_\_\_ NO \_\_\_\_
- f. Pulmonary function test (spirometry testing) performed YES \_\_\_\_ NO \_\_\_\_
- g. Electrocardiogram (EKG) performed YES \_\_\_\_ NO \_\_\_\_
- h. Vision tests that measure refraction, depth perception, and color vision  
YES \_\_\_\_ NO \_\_\_\_
- i. Audiometric tests performed at 500, 1000, 2000, 3000, 4000, and 6000 hertz (Hz) pure tone in an approved booth [20 CFR Part 1910.95, Appendix D]  
YES \_\_\_\_ NO \_\_\_\_
- j. A 14 x 17 inch posterior/anterior view chest x-ray, with lateral or oblique views only if indicated or if mandated by state regulations YES \_\_\_\_ NO \_\_\_\_
- k. Disqualify individuals who are clearly unable to perform based on the medical and physical exam YES \_\_\_\_ NO \_\_\_\_

### **INITIAL AND ANNUAL MEDICAL EXAMINATIONS**

1. Do Periodic Medical Examinations include:
- a. A. Interval medical history, focusing on changes in health status, illness, and possible work related symptoms YES \_\_\_\_ NO \_\_\_\_
- b. A physical examination YES \_\_\_\_ NO \_\_\_\_
- c. Additional medical testing, depending on available exposure information, medical history, and examination results YES \_\_\_\_ NO \_\_\_\_
- d. Pulmonary function YES \_\_\_\_ NO \_\_\_\_
- e. Audiometric tests YES \_\_\_\_ NO \_\_\_\_
- f. Vision tests YES \_\_\_\_ NO \_\_\_\_
- g. Blood and Urine tests YES \_\_\_\_ NO \_\_\_\_

### **EMERGENCY TREATMENT/NON-EMERGENCY TREATMENT**

1. Are there provisions for emergency treatment and acute non-emergency treatment made at each site YES \_\_\_\_ NO \_\_\_\_
2. Does each Response Crew have personnel trained in emergency first aid YES \_\_\_\_ NO \_\_\_\_

3. Are all response personnel trained in emergency decontamination procedures in coordination with the Emergency Response Plan YES  
\_\_\_\_ NO \_\_\_\_
  
4. Are emergency/first aid stations established on site, capable of:
  - a. Stabilization for patients requiring off-site treatment YES \_\_\_\_ NO \_\_\_\_
  - b. General first aid (e.g. minor cuts, sprains, abrasions) YES \_\_\_\_ NO \_\_\_\_
  
5. Is there established protocols for monitoring heat stress YES \_\_\_\_ NO \_\_\_\_
  
6. Is there a review of emergency procedures with all site personnel at safety meetings before the beginning of the work YES \_\_\_\_ NO \_\_\_\_

**ON-SCENE MEDICAL MONITORING**

1. Is Pre-Entry Medical Monitoring performed at the site on all Team Members working within the hot zone at sites of a Hazardous Materials incident to obtain baseline vital signs and physical assessment YES \_\_\_\_ NO \_\_\_\_
  
2. Are Exclusion Criteria guidelines identified to determine medical/physical fitness for entry YES \_\_\_\_ NO \_\_\_\_
  
3. Is Post-Entry Medical Monitoring performed including follow-up monitoring and treatment protocol YES \_\_\_\_ NO \_\_\_\_

**PROGRAM REVIEW**

Does the organization perform maintenance and review of medical records and tests results in assessing the effectiveness of the health and safety program with the Safety Officer Medical Consultant, and/or management representative at least annually YES \_\_\_\_ NO \_\_\_\_

1. Vendors should commit to a regular review of other performance measures including compliance records, reported violations and fines.
  
2. Regulatory compliance as evidenced by current licenses, permits and or/registrations.

By my signature, I swear, or affirm, that the foregoing information is a true and accurate description of the business of \_\_\_\_\_ (Company Name) and accurately states its business practices and fee schedules.

I understand that failure to truthfully and accurately describe the business practices and fee schedule(s) may eliminate \_\_\_\_\_ (Company Name) from consideration as an Emergency Spill Responder with the Pennsylvania Turnpike Commission.

*The Commission will schedule an on-site visit to evaluate your facility.*

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, deposes and says he is \_\_\_\_\_ of the above named garage.

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_

Federal Tax ID No. \_\_\_\_\_



APPENDIX C

SPILL RESPONSE TEAM ROSTER  
TRAINING CERTIFICATIONS; CRIMINAL HISTORY CHECKS; PHYSICALS

Name of Spill Team:	Date:
Chief Officer:	Business Phone:
Team Address:	Alt. Phone:
	Fax Number:
City, State, Zip:	Email Address:

List the OSHA training level or competency each member is certified in. Use the highest level of training attained, based upon the following categories: 1-Awareness; 2-Operations; 3-Technician; 4-HM Safety Officer; 5-HM Branch Officer; 6- HM Incident Commander; 7-Support Role:

NAME OF EMPLOYEE	HIGHEST LEVEL OF CERTIFICATION	*DATE OF CERTIFICATION	EMPLOYEE STATUS Fulltime = (F) Part-time = (P) Volunteer = (V)	CRIMINAL HISTORY CHECK  Date completed	MEDICAL	SURVEILLANCE
					BASELINE PHYSICAL	ANNUAL or as required
					PASS DATE	PASS DATE

***SPILL RESPONSE TEAM EQUIPMENT LIST***

The list of equipment is the minimum list of required equipment for responses to the Pennsylvania Turnpike Commission incidents. Any substitutions must meet or exceed the item being replaced.

**References:** Current edition or no more than two years out of date required. An electronic version, CD or hard drive, is authorized if on-site printer is available.

<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
1.	Jane's Chem-Bio Handbook (Second Edition)			
2.	Tempest CB-FRG (Chem-Bio) First Responder Guidebook			
3.	NIOSH Pocket Guide to Chemical Hazards			
4.	North American Emergency Response Guidebook (ERG-2012)			
5.	CHRIS Hazardous Chemical Data Manual (CD)			
6.	Irving Sax Manuals			
7.	ACGIH Threshold Limit Values Guidebook (CD)			
8.	Brethericks Handbook of Reactive Chemical Hazards (CD)			
9.	Merek Index (CD)			
10.	Chemical Dictionary (CD)			
11.	Matheson Gas Book & First Aid			
12.	Emergency Care for Haz-Mat Exposure or Haz-Mat Injuries			
13.	AAR/BOE Field Guide to Tank Car Identification			
14.	Bureau of Explosives: American Railroad Emergency Action Guide			
15.	GATX Tank Car Manual			
16.	D.O.T. Radiation Emergency Handbook			
17.	B.O.E. Emergency Handling of Hazardous Materials in Surface Transportation			
18.	Large regional map, topographical (USCG) and Highway maps, County and City maps			
19.	NFPA Fire Protection Guide of Hazardous Materials			
20.	Firefighters Guide to Hazardous Materials			
21.	NFPA Emergency Management of Hazardous Material Incidents			
22.	EPA List of Lists, Consolidated List of Chemicals			

**Personal Protective Equipment:**

<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
1.	Chemical Protective Clothing as defined in NFPA 471, Responding to Hazardous Material Incidents, Chapter 7.  A. Level "A", a minimum of 6 each must be available on response unit (2 for entry, 2 for back-up, and 2 spare)  B. Level "B", a minimum of 6 each must be available on response unit (2 for entry, 2 for back-up, and 2 spare)  C. Level "C", a minimum of 3 per each team member			

2.	Leak test kits for level “A” suits. If suits are not tested by a third party			
3.	Flash Cover suits. Amount should be based on entry team members			
	Liquid Splash-Protective Ensembles that meet NFPA 1992 (minimum of 4 suits)			
	Capabilities to enter/escape from flash fires as stated in NFPA 1991, 200 edition			
4.	Open-Circuit Self-Contained Breathing Apparatus (SCBA) 60-minute, CBRN certification by 2011 (minimum of 6 CBRN certified units)			
	Are all SCBA current with Hydrotest tests?			
5.	Spare Cylinders for each unit above and/or supplied air system			
6.	NIOSH approved air purifying respirators, full-face with select cartridges (minimum 6)			
7.	Chemical resistant gloves (Neoprene, Nitrile, Butyl, Viton, disposable, leather, surgical, cryogenic) [Minimum of 2 pair per team member]			
8.	Disposable foot covers (Minimum of 2 pair per team member)			
9.	Chemical resistant boots (minimum 1 pair per team member)			
10.	Hard Hats (Safety/construction type; not fire helmet) minimum 1 per team member			
11.	Safety glasses and goggles with side shields (minimum 1 pair per team member)			
12.	Coveralls (minimum 1 pair per team member)			
13.	Safety Vest minimum 1 per team member on scene (ANSI-Class III minimum)			
14.	Hearing Protection for high level noise areas (plugs, muffs, etc.) [minimum 1 pair per team member]			
15.	Is there a written Personal Protection Equipment Program?			
16.	Does the Program include: <ul style="list-style-type: none"> <li>• PPE selection based on site hazards</li> <li>• PPE use and limitations</li> <li>• Work mission duration</li> <li>• PPE maintenance and storage</li> <li>• PPE decontamination &amp; disposal</li> <li>• PPE training and proper fitting</li> <li>• PPE donning &amp; doffing procedures</li> <li>• PPE inspection procedures prior to, during, and after use</li> <li>• Evaluation of the effectiveness of the PPE program, limitations during temperature extremes, heat stress, and other medical considerations</li> </ul>			
17.	Is there a written Respiratory Protection program?			

18.	Does the program include: <ul style="list-style-type: none"> <li>• Procedures for selecting respirators?</li> <li>• Medical evaluations of employees required using respirators?</li> <li>• Fit testing procedures for tight-fitting respirators?</li> <li>• Procedures for proper use of respirators in emergency situations?</li> <li>• Procedures and schedules for maintaining respirators?</li> <li>• Procedures to ensure adequate air quality, quantity, and flow of breathing air for atmosphere-supplying respirators?</li> <li>• Training of employees in the respiratory hazards to which they are potentially exposed during routine and emergency situations?</li> </ul>			
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**PHYSICAL METHODS OF MITIGATION:**

Item #	Description	Yes	No	Remarks
1.	Basic Patch Kits (Edwards-Cromwell or equivalent or better)			
2.	Plug and dike material. Assorted plugs and wedges (wood)			
3.	Chlorine "A" Kit			
4.	Chlorine "B" Kit			
5.	Over-packs and Recovery drums, Lab pac's (Assorted sizes and quantities)			
6.	Rolled Visqueen/PVC/Plastic sheeting			
7.	Liquid Transfer equipment			
8.	Vacuum (portable)			
9.	Mercury spill containment			

**CHEMICAL METHODS OF MITIGATION:**

Item #	Description	Yes	No	Remarks
1.	Quantities of neutralizer Acid – minimum 50 pounds Caustic – minimum 50 pounds			
2.	Assortment of selective and non-selective booms, socks, bag sheets, pillows, pads, etc, for use as absorbent or adsorbent materials			
3.	Foam solution, foam concentrates or water additives required to neutralize, minimize vapor release: quantity based on available resources, risk, and transportation commodities within the coverage area			
3a.	Will you need to have a Fire Department on scene to assist with the dispersion?			

**SUPPRESSION EQUIPMENT (CHEMICAL AND METALS)**

1	Capability to extinguish small chemical and/or metal fires <ul style="list-style-type: none"> <li>• Dry Chemical</li> <li>• Purple K</li> </ul>			
2	Access to Class D agent: 2/30# minimum one ea MTL-X and LITHIX for lithium fires and an identified resource of large amounts of Class D agents, sand, or dirt for large fires			

**MONITORING AND DETECTION EQUIPMENT:**

Item #	Description	Yes	No	Remarks
1.	Multi-gas detector for monitoring LEL; O2; Toxicity/CGI Air monitoring capability: Toxicity/CGI			
2.	Radiological monitors (low range, alpha, beta, gamma) (CDV's are not a substitute)			
3.	pH paper/meter			
4.	Heat scanner/Thermal Imagers (available through immediate dispatch or mutual aid)			
5.	Thermometers – air, surface, and liquid			
6.	Assortment of sampling containers (plastic and glass recommended)			
7.	Photonization Detector (PID)			
8.	Access to gas chromatographic system for analysis: (DEP, Civil Support Team or RCTTF)			
9.	Drum Sampler			
10.	PCB Kit			
11.	Haz Cat Kit or equivalent			
12.	Are there written Standard Operating Procedures for Monitoring and Detection?			
13.	Do the SOP's specify the concurrent monitoring of ionizing radiation, combustible/explosive conditions, oxygen deficiency and toxic substances upon initial entry?			
14.	Is the maintenance and/or calibration performed by a Team Member?			
15.	Is the maintenance and/or calibration performed by a contractor? Name of company			
16.	Are calibration records maintained for each piece of monitoring and detection equipment?			
17.	Are all expiration dates for sensors/tubes current?			
18.	For equipment requiring calibration, do the SOP's require a daily calibration check (bump test) or full calibration prior to each day's use?			
19.	Is this documentation available for verification?			
20.	Is the monitoring and detection equipment used only by knowledgeable personnel who are familiar with the equipment's operation and limitations?			
21.	Are field readings and results reviewed in real time by knowledgeable personnel who are familiar with the equipment's operation and limitations?			

22.	The following items are not required if a higher-level capability is available to detect the presence of nerve and blister agents, and this substitution is authorized by the inspection team.			
23.-A	M-8 Detection paper or equivalent for chemical agent (weapons grade) detection			
B	M-9 Detection Paper (roll) or equivalent for chemical agent (weapons grade) detection			
C	M-256AI Detector Kit or equivalent for chemical agent detection (weapons grade; blister: CX/HD/L, blood: AC/CK, and nerve GB/VX)			
D	M-18A2 Chemical Agent Detector Kit for surface and vapor chemical agent analysis (GB, CG, HE, L, and AC) or equivalent colormetric detector tubes			

**TOOLS:** (It is required that non-sparking tools be used where applicable.)

<u>Item #</u>	<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
1.	Assortment of basic sockets, wrenches, hammers, pliers, screwdrivers, brushes, drill bits, saws, etc.			
2.	Grounding equipment/bonding equipment			
3.	Hand Truck/Drum Dolly			
4.	Drum Opener			
5.	Shovels – Round Point and Square point (non-sparking)			
6.	Saws and axes			
7.	Pry Bars (assorted size and type)			
8.	Web Ratchet Strapping			
9.	Easy out stud extractor (for broken or sheared bolts)			
10.	Rakes (minimum of two)			
11.	Bolt cutters			
12.	Come-a-long			
13.	Assorted Cribbing			
14.	Capabilities to perform Operations-level tasks: <ul style="list-style-type: none"> <li>• Pads, booms, drainage covers, etc</li> <li>• Dam and dike material</li> </ul>			
15.	Funnels, miscellaneous sizes and types			
16.	Measuring tape or wheel (minimum 100 foot)			

**COMMUNICATIONS EQUIPMENT:**

<u>Item #</u>	<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
1.	Capabilities for Hazmat Team to communicate with the: <ul style="list-style-type: none"> <li>• Incident Commander</li> <li>• PTC Operations Center</li> <li>• If capability does not exist, a Command Post with this capability must be simultaneously dispatched with the team</li> </ul>			
2.	All Communications equipment is intrinsically safe?			
3.	All radios meet the requirements of Underwriters Laboratories Inc <sup>®</sup>			
4.	Hazmat Team Chief had the capability to communicate with all Entry Team Members and Branch Chiefs			

5.	Each Team Member has the capability to communicate with each other.			
6.	Team has access to mobile telephone(s) on scene.			
7.	Fax machine with transmit and receive capability under current subscription for access to recognized system.			

**DECONTAMINATION EQUIPMENT:-** Capability to perform Physical and Chemical decontamination. If higher level of capability is available, it must be available at time of site inspection.

<u>Item #</u>	<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
1.	Solution ingredients, miscellaneous			
2.	Brushes, synthetic			
3.	Hand Pump/spray devices			
4.	Stools, no-back chairs and benches			
5.	Containment pools, tarps or equivalent			
7.	Hose/nozzles (assorted sizes)			
8.	Tent or comparable item			
9.	Water Temperature control device (water heater)			
10.	Will you need a Fire Department on scene to assist?			

**SPECIAL EQUIPMENT:**

<u>Item #</u>	<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
1.	On-Scene Weather Station to measure Temperature, Wind Direction and Speed, Relative Humidity			
2.	Binoculars			
3.	Digital or Polaroid style instant camera			
4.	Flashlights (explosion proof) with extra batteries			
5.	First Aid Kit			
6.	Rehabilitation supplies for Team Members			
7.	Barricade tape, 2-colors			
8.	Traffic cones (minimum 10)			
9.	Various office supplies (pens, markers, paper, tags)			
10.	Plastic Trash bags (various sizes)			
11.	½" and 5/8" or 3/4 " synthetic rope			
12.	Drinking water container/ice chest			

**VEHICLES:**

<u>Item #</u>	<u>Description</u>	<u>Yes</u>	<u>No</u>	<u>Remarks</u>
1.	Response van(s) or trailer(s) capable of carrying all equipment			
2.	On-Board self-sustaining power system or availability of dedicated power generation system to immediately provide power at the scene of an incident			
3.	Sufficient quantities of vehicle(s) to carry equipment and personnel to the incident scene, and to provide on-board service for hazmat team members (the lesser the number of vehicles, the better due to traffic congestion)			

Vehicle Descriptions (dedicated to response to incidents on the Turnpike)						
				USE (Place check mark for intent)		
	MAKE	MODEL	EV PLATE #	INCIDENT COMMAND	DECON	TRANSPORT EQUIPMENT
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						



**Pennsylvania Turnpike Commission  
Hazardous Material and/or Fuel Spill Guidelines**

Subject: Clarification of Hazardous Material Responses

In order to help distinguish the appropriate type of Spill Response Team needed at an incident, as well as the reporting procedures, the following definitions and guidelines are provided by the Operations, Safety and Incident Department of the Pennsylvania Turnpike Commission ("PTC"). These guidelines are to be complaint with the Pennsylvania Department of Environmental Protection's and the Pennsylvania Emergency Management Agency's requirements.

**DEFINITIONS:**

**HAZARDOUS MATERIAL:**

Any material, that when released from its container, can cause harm to humans or the environment, with the exception of any substance to the extent that it is used for personal, family or household purposes or is present in the same form and concentration as a product packaged for distribution and use by the general public (i.e. diesel fuel, gasoline, motor oil used for the motorization of a vehicle).

**MITIGATION:**

Any actions to contain, reduce, or eliminate the harmful effects of a spill or release of a Hazardous Material. Containment and control may include: closing valves, plugging or patching holes, transferring material from one container to another, damming, diking, booming, absorbing, neutralizing, diluting, suppressing vapors, extinguishing, and using water spray to keep containers cool

**REMEDIATION:**

To reduce contaminant concentrations in impacted media (i.e. ground, roadway, etc) to levels that does not pose a risk to human health and the environment. Otherwise, site clean-up.

**EMERGENCY:**

Sudden unforeseen event needing prompt action, without which, public health and safety may be jeopardized.

**EMERGENCY RESPONSE SPILL TEAMS:**

These are teams certified by the Commonwealth of Pennsylvania for response to an incident, with the purpose of Mitigation (containment and control) of the material(s) involved. These teams may or may not perform Remediation (clean-up) work.

**CONTRACTED SPILL RESPONSE TEAMS:**

These are teams that the PTC has contracted with to perform Remediation of an area contaminated with Hazardous Materials and common products such as diesel fuel, gasoline and motor oil from the motorization of a vehicle.

**TYPE OF SPILLS:**

**MANAGEABLE NONHAZARDOUS SPILL:**

These are spills of materials that are not hazardous. Also, included are small spills (less than 42 gallons) of diesel fuel, gasoline or motor oil used for motorization of a vehicle, unless they are impinging on a stream, waterway or public water system (basically these spills are on concrete or pavement and have not reached the soil and or water source).

**Pennsylvania Turnpike Commission  
Hazardous Material and/or Fuel Spill Guidelines**

For these incidents, PTC Maintenance personnel can defensively perform Mitigation and Remediation. However, the PTC supervisor may request a response of a PTC Contracted Spill Response Team

**MANAGEABLE HAZARDOUS MATERIAL SPILL:**

These are releases or spills of a known Hazardous Material(s) that pose no Emergency or immediate threat to the life, property or the environment (i.e. diesel fuel, gasoline or motor oil spill onto the roadway or shoulders, as long it does not affect a waterway.)

For these incidents, the PTC Contracted Spill Response Team shall be notified via the PTC Communication Center to respond.

**UNMANAGEABLE HAZARDOUS MATERIAL SPILL:**

These are releases or spills of Hazard Materials that are either unknown material(s) or pose an Emergency or immediate threat to life, property or environment. Special note: *Milk entering a waterway is an environmental issue shall be considered an Unmanageable Hazardous Material spill.*

These incidents require notification to the PTC Operations Center immediately, who will then notify the applicable County Communication Center to request dispatch of their Emergency Response Spill Team. Again, the County Spill Team may or may not perform the Remediation (clean-up) work.

**MULTIPLE SPILL TEAM RESPONSES:**

In the case of an Unmanageable Hazardous Material Spill, there may be a County Emergency Response Spill Team on scene and the PTC still may need to call the PTC Contracted Spill Response Team for the Remediation. The County Emergency Response Spill Team will be responsible for the immediate control and containment of the material and the PTC Contracted Spill Response Team will be responsible for the Remediation (clean-up). In some areas, this could be the same team.

For Manageable Hazardous Material Spills that the PTC is made aware of, the PTC Contracted Spill Response Team will be responsible for the clean-up. If a customer or company requests that their own Spill Response Team be utilized, PTC personnel may not provide permission to the non-contracted team for clean-up purposes.

**SPILL REPORTING:**

With the exception of a Manageable Hazardous Material spill, all Hazard Materials spills must be reported to Operations Center immediately. Whether a ***Contracted Spill Team*** or an ***Emergency Spill Team*** has been called or not, a PTC Spill Response form must be completed and forward to the Emergency Response Program Manager (ERPM) within 48 hours. The ERPM will compile reports and forward to PADEP.

If the spill is the result of an accident with a customer's vehicle, attempt to get the vehicle's owner name, address and phone number, then relay this information onto the Operations Center.

## Appendix F – Incident Response Scenarios

Please provide a brief description of your action plan(s) to handle the incident from start to final cleanup and disposal, as well as an itemized estimate of cost for manpower, equipment, supplies, and disposal fees.

### **SCENARIO #1:**

You are called at 2:30 pm for a Tractor-Trailer that hit debris on the roadway and has fuel leaking from one saddle tank. The driver reports that he filled up 120 miles back. Unknown if the other saddle tank is leaking. Maintenance crews believe they have the fuel leak contained but still is leaking from the saddle tank. The bituminous pavement berm and approximately 12 foot wide and 25 feet of the gravel/dirt adjacent to it has signs of fuel contamination.



## Appendix F – Incident Response Scenarios

*There is a small stream, which runs yearlong, 700 yards southwest of where the truck had stopped*



### **SCENARIO #2:**

You are called to one of our maintenance facility's parking lot after a forklift has punctured a chemical tote. Maintenance crews have turned the tote onto its side to prevent further leakage. However, they estimate that at least 100 gallons of the material has spilled out. They hand you a copy of the attached MSDS. For this incident, the entire area is bituminous pavement parking lot, even under and behind the concrete barriers.



### **SCENARIO #3:**

You been called at 02:40 am, on a Wednesday morning in June, to a Tractor-Trailer in a wide area on the westbound side, heading up a mountain, with fluid leaking out of the trailer. When you arrive on scene you are meet by the Pa State Police Trooper, Pa. Turnpike Maintenance Utility Worker and a County PEMA certified Emergency Response Team Supervisor (who is awaiting the arrival of his remaining team members, which are clearing from another incident), you are provided the following information:

## Appendix F – Incident Response Scenarios

- The Commander and one team member is on scene 20 minutes prior to your arrival and was awaiting the remainder of their team and equipment arrived at the same time you did.
- You are handed the drivers' Manifest/Bill of Lading, indicating that the truck was hauling 15 barrels each of "Alusol AU 68 (non-haz)" and "Methanol (UN1230)" products. However, the Manifest/Bill of Lading did not specify how the drums were loaded.
- The driver of the truck has not been located
- It is an Owner/Operator from out of state trucking company
- The leak had spread 120 feet down by 10 feet wide area on a bituminous pavement surface. The Emergency Spill Team had built a dike of petro-sorb to stop it from spreading further.
- The trailer door is a roll up type and is closed with wet stain a quarter the way up the door.
- The weather is clear and dry, with winds of 5 mph to the southeast

*For this incident, the action plan(s) and cost estimate shall be up to identifying of the material has been confirmed, which means literally entering the trailer and finding the drum(s) that are leaking.*



# Material Safety Data Sheet

United States

The Ortho Group  
P.O. Box 190  
Marysville, Ohio 43040  
United States

24 HR. EMERGENCY TELEPHONE NUMBERS  
CHEMTREC (U.S.) 1-800-424-9300  
CHEMTREC (International) 1-703-527-3887  
Non-Emergency Calls 1-937-644-0011

## ORTHO WEED B GON WEED KILLER FOR LAWNS READY-TO-USE

### 1. Product and company identification

EPA Registration Number: : 239-2682  
MSDS # : 320000002486

### 2. Hazards identification

Physical state : liquid  
OSHA/HCS status : While this material is not considered hazardous by the OSHA Hazard Communication Standard (29 CFR 1910.1200), this MSDS contains valuable information critical to the safe handling and proper use of the product. This MSDS should be retained and available for employees and other users of this product.

Emergency overview : No harmful effects expected.

#### Potential chronic health effects

Chronic effects : No known significant effects or critical hazards.  
Carcinogenicity : No known significant effects or critical hazards.  
Mutagenicity : No known significant effects or critical hazards.  
Teratogenicity : No known significant effects or critical hazards.  
Developmental effects : No known significant effects or critical hazards.  
Fertility effects : No known significant effects or critical hazards.  
Target organs : None known.

#### Over-exposure signs/symptoms

Inhalation : No specific data.  
Ingestion : No specific data.  
Skin : No specific data.  
Eyes : No specific data.  
Medical conditions aggravated : None known.

#### by over-exposure

Interactions with other : Not available.

#### Chemicals

See toxicological information (section 11)

### 3. Composition/information on ingredients

There are no ingredients present which, within the current knowledge of the supplier and in the concentrations applicable, are classified as hazardous to health or the environment and hence require reporting in this section.

### 4. First aid measures

Eye contact : Hold eye open and rinse slowly and gently with water for 15 to 20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. Call a poison control center or doctor for treatment advice.

- Skin contact** : Take off contaminated clothing. Rinse skin immediately with plenty of water for 15 to 20 minutes. Call a poison control center or doctor for treatment advice.
- Inhalation** : Move person to fresh air. If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably mouth-to-mouth if possible. Call a poison control center or doctor for further treatment advice.
- Ingestion** : Call a poison control center or doctor immediately for treatment advice. Have person sip a glass of water if able to swallow. Do not induce vomiting unless told to do so by a poison control center or doctor. Never give anything by mouth to an unconscious person.
- Protection of first-aiders** : No action shall be taken involving any personal risk or without suitable training.
- Notes to physician** : No specific treatment. Treat symptomatically. Contact poison treatment specialist immediately if large quantities have been ingested or inhaled.

## 5. Fire-fighting measures

- Flammability of the product** : In a fire or if heated, a pressure increase will occur and the container may burst.
- Extinguishing media**
- Suitable** : Use an extinguishing agent suitable for the surrounding fire.
  - Not suitable** : None known.
- Special exposure hazards** : Promptly isolate the scene by removing all persons from the vicinity of the incident if there is a fire. No action shall be taken involving any personal risk or without suitable training.
- Hazardous thermal decomposition products** : No specific data.
- Special protective equipment for fire-fighters** : Fire-fighters should wear appropriate protective equipment and self-contained breathing apparatus (SCBA) with a full face-piece operated in positive pressure mode.

## 6. Accidental release measures

- Personal precautions** : Evacuate surrounding areas. Keep unnecessary and unprotected personnel from entering. Do not touch or walk through spilled material. Put on appropriate personal protective equipment (see section 8).
- Environmental precautions** : To protect the environment, do not allow pesticide to enter or run-off into storm drains, drainage ditches gutters or surface waters
- Methods for cleaning up** : Stop leak if without risk. Dike spill area and do not allow product to reach soil, surface water, ground water or sewers. Contain and collect spillage with non-combustible, absorbent material and place in container for disposal.

## 7. Handling and storage

- Handling** : Avoid inhalation or contact with skin, eyes or clothing. Avoid container breakage. Do not contaminate water sources when disposing of equipment washwater or rinsate. Keep out of lakes, stream or ponds. Keep out of reach of children.
- Storage** : Keep from freezing. Store in original container in a cool, dry, well-ventilated area inaccessible to children and pets. Do not contaminate food or feedstuffs.

## 8. Exposure controls/personal protection

**Consult local authorities for acceptable exposure limits.**

- Engineering measures** : Use adequate ventilation to keep the airborne concentrations below the

- recommended exposure standard.
- Hygiene measures** : Wash thoroughly with soap and water after handling. Remove and launder contaminated clothing before reuse.
- Personal protection**
- Respiratory** : No special respiratory protection required. If ventilation is inadequate to keep the airborne concentrations below the recommended exposure standard wear appropriate respiration protection.
- Hands** : Protective gloves are not required, but may be used in situations where significant contact is expected.
- Eyes** : Protective eyewear is not required, but may be used in situations where contact is expected.
- Skin** : No special protective clothing is required.

## 9. Physical and chemical properties

- Physical state** : liquid
- Color** : Amber.
- Flash point** : Not available.
- Auto-ignition temperature** : Not available.
- Odor** : Not available.
- Odor threshold** : Not available.
- pH** : 8
- Boiling/condensation point** : Not available.
- Melting/freezing point** : Not available.
- Critical temperature** : Not available.
- Relative density** : 1.00
- Vapor pressure** : Not available.
- Vapor density** : Not available.
- Evaporation rate** : Not available.
- Viscosity** : Not available.
- Solubility** : Not available.
- Partition Coefficient (n-octanol)** : Not available.
- Decomposition temperature** : Not available.

## 10. Stability and reactivity

- Chemical stability** : The product is stable.
- Conditions to avoid** : No specific data.
- Materials to avoid** : No specific data.
- Hazardous decomposition products** : Under normal conditions of storage and use, hazardous decomposition products should not be produced.
- Possibility of hazardous reactions** : Under normal conditions of storage and use, hazardous reactions will not occur.

## 11. Toxicological information

### Acute toxicity

Product/ingredient name	Result	Species	Dose	Exposure
Product	LD50 Oral	Rat	> 5,000 mg/kg	-
Product	LC50 Inhalation	Rat	> 2.06 mg/l	-
Product	LD50 Dermal	Rabbit	> 5,000 mg/kg	-

Conclusion/Summary : Very low toxicity to humans or animals.

### Irritation/Corrosion

Skin	Mildly irritating
Eyes	Mildly irritating
Respiratory	Non-irritating



**Sensitizer**

<b>Conclusion/Summary</b>	Skin	Not sensitizing
	Respiratory	Not sensitizing

**Chronic toxicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**Carcinogenicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**Mutagenicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**Teratogenicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**Reproductive toxicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**12. Ecological information**

Ecotoxicity                                      Toxic to fish and aquatic invertebrates and may adversely affect non-target plants.

**Aquatic ecotoxicity**

Conclusion/Summary                      No known significant effects or critical hazards.

**Persistence/degradability**

Conclusion/Summary                      No known significant effects or critical hazards.

**13. Disposal considerations**

Waste disposal                                      Disposal should be in accordance with applicable regional, national and local laws and regulations.

**14. Transport information**

**Regulatory**

<b><u>information</u></b>	<b><u>UN no.</u></b>	<b><u>Proper shipping name</u></b>	<b><u>Class</u></b>	<b><u>PG*</u></b>	<b><u>Note</u></b>
DOT		Not Regulated			
IATA (C)		Not Regulated			
IATA (P)					
IMDG		Not Regulated			
TDG		Not Regulated			
PG* : Packing group					

**15. Regulatory information**

**United States**                                      :

**U.S. Federal regulations**

**California Prop. 65**                                      :    Not listed.

**United States inventory (TSCA 8b)**                                      :    Exempted

**Canada inventory**                                      :    At least one component is not listed.

## 16. Other information

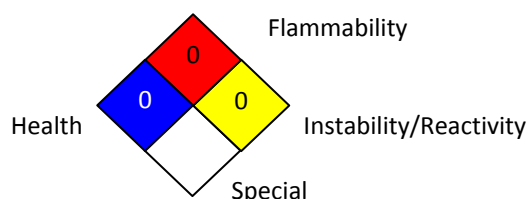
### Hazardous Material Information System (U.S.A.) :

Health	1
Flammability	0
Physical hazards	0

HMIS® ratings are based on a 0-4 rating scale, with 0 representing minimal hazards or risks, and 4 representing significant hazards or risks. HMIS® is a registered mark of the National Paint & Coatings Association (NPCA).

The customer is responsible for determining the PPE code for this material.

### National Fire Protection Association (U.S.A.), Copyright ©2001:



Latest revision date 09/08/2011  
Date of previous issue 00/00/0000  
Version 1.0

### Notice to reader

**General Comment:** This document contains health, safety, and environmental information useful to emergency response agencies, health care providers, manufacturers, and workers/employees. It does not replace the precautionary language, use directions, or the storage and disposal information found on the product label.

**Additional Information:** This information contained herein is, to the best of Scott's knowledge and belief, accurate and reliable as of the date of preparation of this document. However, no warranty or guarantee, express or implied, is made as to the accuracy or reliability, and Scotts shall not be liable for any loss or damage arising out of the use thereof. No authorization is given or implied to use any patented invention without a license. In addition, Scotts shall not be liable for any damage or injury resulting from abnormal use, from any failure to adhere to recommended practices or from any hazards inherent in the nature of the product.

## **Insurance Requirements**

### **PROFESSIONAL SERVICE CONTRACTS**

#### **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.

## Appendix G

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

## Appendix G

- 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

## Appendix G

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: \$5,000,000 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

## **Addendum No. 1**

RFP #14-ESRP-4897

Emergency Spill and Response Provider

Milepost 286.1 to Milepost 359 and the Northeast Extension Milepost A20  
to Milepost A57.3

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

### **REVISION**

1. On Page 7 of 13, Part II-5, has been revised to read as follows:

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

The Turnpike Commission is committed to the inclusion of disadvantaged, minority, and woman firms in contracting opportunities. Responding firms shall clearly identify Diverse Business (DB) firms, expected to participate in the Contract, in their proposal submittal. Proposed DB firms must be certified by a Third-party Certifying Organization that certifies a small business, minority-owned business, women-owned business or veteran-owned small business as a diverse business. This includes: (1) the National Minority Supplier Development Council; (2) the Women's Business Development Enterprise National Council; (3) the Small Business Administration; (4) The Department of Veteran Affairs; (5) the Pennsylvania Unified Certification Program.

No questions were submitted in response to the above referenced RFP as of September 16, 2014.

All other terms, conditions and requirements of the original RFP dated September 2, 2014 remain unchanged unless modified by this Addendum.