

**REQUEST FOR PROPOSALS FOR**

**Emergency Spill and Response Provider**

**Milepost 179.5 to Milepost 286.0**

**Pennsylvania Turnpike Commission**

**Contracts Administration Department**

**on behalf of the**

**Traffic Engineering & Operations Department**

**RFP NUMBER**

**17-ESRP-8101**

**DATE OF ISSUANCE**

**December 11, 2017**

**REQUEST FOR PROPOSALS FOR**  
**Emergency Spill and Response Provider**  
**Milepost 179.5 to Milepost 286.0**

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## PART I

### GENERAL INFORMATION FOR PROPOSERS

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

**I-2. Issuing Office.** This RFP is issued for the Commission by the Contracts Administration Department on behalf of 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, responsive and capable of performing the work. A sample Contractual Agreement is provided in Appendix A.

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

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

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

**I-8. Subcontracting.** Any use of subcontractors by a Proposer must be identified in the proposal. During the contract period use of any subcontractors by the selected Proposer, which were not previously identified in the proposal, must be approved in advance in writing by the Commission. 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-9. Incurring Costs.** The Commission is not liable for any costs the Proposer incurs in preparation and submission of its proposal, in participating in the RFP process or in anticipation of award of contract.

**I-10. Questions and Answers.** Written questions may be submitted to clarify any points in the RFP which may not have been clearly understood. Written questions should be submitted by email to [RFP-Q@paturnpike.com](mailto:RFP-Q@paturnpike.com) with **RFP 17-ERSP-1801** in the Subject Line to be received no later than 2:00 PM local time on **Friday, December 22, 2017**. Proposers shall use the form provided in **Appendix B** to submit the questions. All questions and written answers will be posted to the website as an addendum to and become part of this RFP.

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

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

**I-12. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **2:00 PM** local time on **Thursday, January 11, 2018**. The Commission will **not** accept proposals via email or facsimile transmission.

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

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

**I-13. Proposals.** To be considered, Proposers should submit a complete response to this RFP, using the format provided in PART II. Each proposal should be submitted in **five (5)** hard copies of the Technical Submittal. In addition to the hard copies of the proposal, two **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. Proposer should ensure that there is no costing information in the technical submittal. The CD or Flash drive should clearly identify the Proposer and include the name and version number of the virus scanning software that was used to scan the CD or Flash drive before it was submitted. The Proposer shall present the proposal to the Contracts Administration Department only. No other distribution of proposals will be made by the Proposer. Each proposal page should be numbered for ease of reference.

An official authorized to bind the Proposer to its provisions must sign the proposal. If the official signs the Proposal Cover Sheet (Appendix C 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.

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

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

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

**I-16. 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-17. 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-18. 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-19. 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-20. Commission Participation.** Unless specifically noted in this section, Proposers must provide all services to complete the identified work.

**I-21. Term of Contract.** The term of the contract will commence on the Effective Date (as defined below) and will be for Five (5) years from that date. 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-22. 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-23. 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 disclosure 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-24. Insurance.** The Proposer, prior to execution of the Agreement, shall furnish to the Commission the certificates of insurances as required in attached Appendix D 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 C) 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 C)

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 between **Milepost 179.5 East of the Fort Littleton Interchange (180) (excluding Fort Littleton Interchange and its ramps) to Milepost 286.0 (including Reading Interchange (286) and its ramps); including all other interchanges and ramps in the designated coverage area, RFP #17-ESRP-8101**. In addition, it is required that all information requested in Appendix C 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 E).

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 F) -** 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 G)

#### 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.

## **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 (by January 10<sup>th</sup> of each year of contract), 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 H, Incident Response Scenarios. The IAP shall include; number of personnel; number of vehicles; equipment & supplies; and actions; that would be expected to be utilized with these scenarios. A chronological time line of actions shall also be given to demonstrate in real time 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. Analysis of Incident Response Scenarios.
3. Facility Location, Condition, Ownership/Lease Status.
4. Current Rate Schedule of Fees.
5. Training, Medical and Other Programs.

## PART IV

### WORK STATEMENT

#### IV-1. Objectives.

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

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

#### IV-2. Requirements.

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

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

- 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 drivers/operators to the Commission with this signed proposal. If drivers/operators are added or replaced, awarded Proposer shall notify the Commission of any changes as they occur showing verification of the drivers/operator's licensing status. This information must also be provided in full on an annual basis by January 10<sup>th</sup> of each contract year.
- 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 Response Guidelines” (Appendix I), 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.** **CONTRACTOR** and its agents will be afforded limited non-revenue privileges while performing required duties on the Turnpike System, and **CONTRACTOR** warrants that any non-revenue cards issued will be used for official business only. **CONTRACTOR** will be required to sign **COMMISSION**’s Key Agreement. For areas covered by cashless tolling, **CONTRACTOR** shall follow the procedures set forth in the “Traffic and Operations Department - Use of E-ZPass Only Interchanges” document. This document may be changed by the **COMMISSION** in the form of a letter which will become part of this Agreement.
- 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.** With all responses, the Proposer will provide to the Commission a narrative and pictures of the Incident, the Contractor’s actions, disposal manifests and a copy of all invoices sent to the Responsible Party. Completion reports and any related invoices applicable to the Commission pursuant to the terms of the Agreement shall be submitted to the Commission by the Proposer within ten (10) business days of the conclusion of the Proposer’s work related to the Incident. If the work is on-going for more than a week, a weekly report must be submitted to the Commission; until such time as the Proposer completes all required work.
- 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. The Commission shall be relieved of any responsibility, including costs from the Proposer related to the response, control, remediation and mitigation of the incident.
- C.** The Proposer shall identify the Responsible Party as the Generator on any required manifests and shall include all necessary information related to the Responsible Party including obtaining the Responsible Party's signature or authorization to execute the manifest on the Responsible Party's behalf. If a Responsible Party cannot be identified and/or a Responsible Party refuses to sign the manifest, the Proposer shall contact the local Department of Environmental Protection (DEP) for the purposes of notification and assistance, if any is available, 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 cannot be readily identified, the Proposer shall immediately commence all necessary response, control, remediation and mitigation efforts. If within five (5) business days from the time of the Incident, a Responsible Party has not been identified and/or has not executed a contract for services with the Proposer, the Proposer shall notify the Commission's Emergency Response Program Manager in writing prior to the expiration of this five-day period. The Proposer shall provide to the Commission's documentation of its Reasonable Efforts to identify a Responsible Party and to enter into an agreement for services. "Reasonable Efforts" shall include, at a minimum: (1) initiation of contact with a Responsible Party at the scene of the Incident, if a Responsible Party is present; (2) written correspondence to a Responsible Party via email (if available) and overnight mail within 24 hours of the Incident; and (3) at least five (5) telephone calls to a Responsible Party, the first of which shall occur within the first ten (10) hours immediately following the Incident; If after Reasonable Efforts have been made, and the Proposer is unable to identify a Responsible Party and enter into an agreement for services, the Emergency Response Program Manager shall notify the Commission's Property Damage Claims Office, in writing, to open a damage claim. The Commission shall then assume responsibility to the Proposer for the costs incurred related to the response, control, remediation and mitigation of the Incident. Charges shall be in accordance with the Proposer's Emergency Response Rates in effect at the time of the Incident. Notwithstanding the foregoing, the Proposer shall not be relieved from continuing its attempt to identify a Responsible Party and consummate an agreement for services 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 but are not limited to "OPA 90" reimbursement or USEPA Hazardous Materials Cleanup Reimbursement funds.

- 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 annually before each January 10th 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 individually or collectively 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 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.

## AGREEMENT

This **AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **Pennsylvania Turnpike Commission (“COMMISSION”)**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

**-AND-**

**NAME (“CONTRACTOR”)**, a Pennsylvania corporation, with its principal office at STREET, CITY, Pennsylvania, ZIP.

### WITNESSETH:

**WHEREAS**, the **COMMISSION** desires to contract with the **CONTRACTOR** for assessment control, containment, clean-up and disposal of all Hazardous Material incidents (“Incident(s)”) upon the Pennsylvania Turnpike System, between milepost \_\_\_\_\_ and milepost \_\_\_\_\_ (including the \_\_\_\_\_ Interchange No. \_\_\_\_\_, the \_\_\_\_\_ Interchange No. \_\_\_\_\_), in accordance with the terms hereinafter set forth. This section may be changed by the **COMMISSION** in the form of a letter. This letter will become part of this Agreement.

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

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

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

#### Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in RFP# XX-ESRP-XXXX dated MONTH XX, 20XX, titled Emergency Spill and Response Provider Milepost X to Milepost X; and the **CONTRACTOR’S** proposal dated MONTH X, 20XX. These documents are made part of this Agreement by reference.

#### Exclusive Contract

The **COMMISSION** agrees that it will not enter into any contract with any competitor of the **CONTRACTOR** for the performance of the services described in this Agreement within the **CONTRACTOR’S** assigned territory. However, when the **COMMISSION** determines that a **CONTRACTOR** under contract in any given area is unable to assist or to provide sufficient service or equipment, the **COMMISSION** reserves the right to call in additional service or



equipment from any available source. The **COMMISSION** also reserves the right to modify the assigned territory of the **CONTRACTOR** at any time.

The term “Hazardous Material” for the purposes of this Agreement shall mean any substance or combination of substances coming under the jurisdiction of the Hazardous Materials Transportation Advisory Committee and the Pennsylvania Department of Transportation under the act of the Pennsylvania Legislature commonly known as the Hazardous Materials Transportation Act (75 Pa. C.S.A. Section 8301, *et seq.*), specifically excluding substances or combinations of substances which constitute “Radiological” or “Biological” hazards. In the event the **CONTRACTOR** is called to an Incident where Radiological or Biological hazards are involved, and they do not have the resources and/or capabilities to remediate the hazard, the **CONTRACTOR** shall use its best efforts to identify the hazard, secure the Incident area in cooperation with the Pennsylvania State Police to the greatest extent possible to protect human life, and notifying the **COMMISSION** immediately of its findings.

The **CONTRACTOR** shall comply with all Rules and Regulations of the **COMMISSION**, and such modifications thereof as shall from time to time be prescribed by the **COMMISSION** in the interest of efficient service to be performed by the **CONTRACTOR**. The **CONTRACTOR** shall cooperate with all **COMMISSION** personnel and members of the Pennsylvania State Police. The regulation of traffic and proper safety conditions in the Incident area shall always be under the control and authority of the Pennsylvania State Police.

The **CONTRACTOR** shall make every effort to cooperate and comply with the requests of the Pennsylvania State Police at the scene of the Incident. However, the final remediation and mitigation action decisions shall lie with the **CONTRACTOR**.

#### Compensation

- A. At the time of requesting **CONTRACTOR** service, the **COMMISSION** will attempt to provide to the **CONTRACTOR** 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 **CONTRACTOR** with the Incident.
- B. If a Responsible Party is identified and the **CONTRACTOR** has consummated a contract with them, the **CONTRACTOR** will assume responsibility for billing and collection of all monies owed to **CONTRACTOR** for response, control, remediation and mitigation of the Incident. The **COMMISSION** shall be relieved of any responsibility, including costs, from the **CONTRACTOR** related to the response, control, remediation and mitigation of the Incident.
- C. The **CONTRACTOR** shall identify the Responsible Party as the Generator on any required manifests and shall include all necessary information related to the Responsible Party including obtaining the Responsible Party’s signature or authorization to execute the manifest on the Responsible Party’s behalf.. If a Responsible Party cannot be identified and/or a Responsible Party refuses to sign the manifest, the **CONTRACTOR** shall contact the local Department of Environmental Protection (DEP) for the purposes of notification and

assistance, if any is available, 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 cannot be readily identified, the **CONTRACTOR** shall immediately commence all necessary response, control, remediation and mitigation efforts. If within five (5) business days from the time of the Incident, a Responsible Party has not been identified and/or has not executed a contract for services with the **CONTRACTOR**, the **CONTRACTOR** shall notify the **COMMISSION**'s Emergency Response Program Manager in writing prior to the expiration of this five-day period. The **CONTRACTOR** shall provide to the **COMMISSION** documentation of its Reasonable Efforts to identify a Responsible Party and to enter into an agreement for services. "Reasonable Efforts" shall include, at a minimum: (1) initiation of contact with a Responsible Party at the scene of the Incident, if a Responsible Party is present; (2) written correspondence to a Responsible Party via email (if available) and overnight mail within 24 hours of the Incident; and (3) at least five (5) telephone calls to a Responsible Party, the first of which shall occur within the first ten (10) hours immediately following the Incident; If after Reasonable Efforts have been made, and the **CONTRACTOR** is unable to identify a Responsible Party and enter into an agreement for services, the Emergency Response Program Manager shall notify the **COMMISSION**'s Property Damage Claims Office, in writing, to open a damage claim. The **COMMISSION** shall then assume responsibility to the **CONTRACTOR** for the costs incurred related to the response, control, remediation and mitigation of the Incident. Charges shall be in accordance with the **CONTRACTOR** Emergency Response Rates in effect at the time of the Incident. Notwithstanding the foregoing, the **CONTRACTOR** shall not be relieved from continuing its attempt to identify a Responsible Party and consummate an agreement for services with the Responsible Party. If after contacting the **COMMISSION**'s Emergency Response Program Manager, the **CONTRACTOR** consummates a contract with the Responsible Party, the **CONTRACTOR** shall notify the **COMMISSION** immediately by email, so that the **COMMISSION** can terminate the damage claim process.
- E. The **CONTRACTOR** will assist the **COMMISSION** in identifying funds available to cover any **COMMISSION** responsibility to the **CONTRACTOR**. These funds may include but are not limited to "OPA 90" reimbursement or USEPA Hazardous Materials Cleanup Reimbursement funds.
- F. The **CONTRACTOR** 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** annually before each January 10th 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 failure to adopt these procedures individually or collectively 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 **CONTRACTOR** relating to Incidents shall be available for inspection by authorized

representatives of the **COMMISSION** at all reasonable times, and the **CONTRACTOR** agrees to furnish the **COMMISSION** with such records, reports or tabulations of services rendered under the contract as the **COMMISSION** may reasonably require.

- H. With all responses, the **CONTRACTOR** will provide to the **COMMISSION** a narrative and pictures of the Incident, the Contractor's actions, disposal manifests and a copy of all invoices sent to the Responsible Party. Completion reports and any related invoices applicable to the **COMMISSION** pursuant to the terms of this Agreement shall be submitted to the **COMMISSION** by the **CONTRACTOR** within five (5) business days of the conclusion of the **CONTRACTOR'S** work related to the Incident. If the work is on-going for more than a week, a weekly report must be submitted to the **COMMISSION**; until such time as the **CONTRACTOR** completes all required work.
- I. The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

#### Duration of Agreement and Renewal

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

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained.

The term may be extended for \_\_ ( ) \_\_-year extension by a writing signed by both parties.

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

The **COMMISSION** agrees that the **CONTRACTOR** may be called in the event of an Incident involving the spill or release of any material upon the above listed section of the Pennsylvania Turnpike System. The **COMMISSION** will notify the proper local, State, and Federal Agencies when a spill or release occurs.

Execution of this Agreement by the **CONTRACTOR** and the **COMMISSION** shall act as an automatic termination of all prior Agreements between the parties as of the date of execution of this Agreement.

#### Termination

The **COMMISSION** has the right to terminate this Agreement for cause, whether it is for a breach of any term of this Agreement or other rights reserved under the law, upon notice to the **CONTRACTOR** by certified mail. In addition, the **COMMISSION** has the right to terminate

this Agreement without cause upon thirty- (30) day's prior written notice by certified mail to the **CONTRACTOR**. The **CONTRACTOR** has the right to terminate this Agreement with or without cause upon sixty- (60) day's prior written notice to the **COMMISSION**. However, the **COMMISSION** may compel the **CONTRACTOR** to continue under the terms of this Agreement until such time as a competent replacement Hazmat Responder is engaged under contract.

### Insurance

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

### Assignment and Delegation

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

### Governing Law

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

### Observance of Laws

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

### Audit/Retention of Records

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.

### Dispute Resolution

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

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

### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the

**COMMISSION** and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of the **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**’s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that the **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to workers’ compensation acts, disability benefits acts, or other employee benefit act.

#### Contractor Integrity Provisions

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

#### Confidentiality Provisions

#### Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a “Person”) of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**’s learning that the information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

2. With respect to its employees, **CONTRACTOR** agrees to:
  - a) require all of its employees to maintain such confidentiality;
  - b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.
3. With respect to any subcontractors that **CONTRACTOR** wishes to employ to perform any of its obligations under any agreement with the **COMMISSION**, **CONTRACTOR** agrees to require any such approved subcontractor to execute written confidentiality agreements that require each such **CONTRACTOR** and its employees to comply with all the requirements set forth above.
4. **CONTRACTOR** agrees that any breach of these Confidentiality Provisions may result in civil and/or criminal penalties, for **CONTRACTOR**, its officers and employees, and subcontractors.
5. Notwithstanding any other provision to the contrary, **CONTRACTOR** agrees that these provisions shall survive the termination of this and any and all agreements between the **CONTRACTOR** and the **COMMISSION**.
6. **CONTRACTOR** agrees to treat the information in the same way **CONTRACTOR** treats its own most confidential information and to inform each such person of these provisions.
7. **CONTRACTOR** agrees to immediately notify the **COMMISSION** of any information which comes to its attention which does or might indicate that there has been any loss of confidentiality or information.
8. **CONTRACTOR** shall return to the **COMMISSION** upon demand any and all Confidential Information entrusted to it by the **COMMISSION** pursuant to this Agreement (including any and all copies, abstracts, compilations or analyses thereof and memoranda related thereto or incorporating the Confidential Information) or the **CONTRACTOR** may request permission from the **COMMISSION**, which permission may be granted or denied in the **COMMISSION**'s sole discretion, to destroy all such Confidential Information and provide a certificate of destruction to the **COMMISSION** signed by the **CONTRACTOR**. The **CONTRACTOR** further agrees that neither itself nor its employees or representatives will copy, in whole or in part, any such Confidential Information without the prior written consent of the **COMMISSION**.
9. **CONTRACTOR** agrees that if they have had or will have an SSAE16 audit that they will comply with and abide by the findings of such audit to protect **COMMISSION** information.

#### Entire Agreement

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

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

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

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

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

_____	_____	_____	_____
Ann Louise Edmunds	Date	Leslie S. Richards	Date
Assistant Secretary-Treasurer		Chair	

APPROVED AS TO FORM AND LEGALITY:

_____	_____	_____	_____
Albert C. Peters II	Date	Pennsylvania Attorney General	Date
General Litigation & Contracts Counsel			

ATTEST:

**COMPANY**

Signature_____	_____	Signature_____	_____
	Date		Date
Name_____		Name_____	
Title_____		Title_____	

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



## CONTRACTOR INTEGRITY PROVISIONS

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

**I. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the

Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract if becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity

of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10.** For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.

Proposer Questions		Pennsylvania Turnpike Commission (PTC)			
Proposer Name:					
#	Page	Section	Section Description	Proposer Question	Commission Response
1.					
2.					
3.					
4.					
5.					
6.					
7.					
8.					

# APPENDIX C – PROPOSAL COVER SHEET

## Pennsylvania Turnpike Commission

### Emergency Spill and Response Provider

**Milepost 179.5 East of the Fort Littleton Interchange (180) (excluding Fort Littleton Interchange and its ramps) to Milepost 286.0 (including Reading Interchange (286) and its ramps); including all other interchanges and ramps in the designated coverage area.**

### RFP #17-ESRP-8101

**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	

### Submittals Enclosed and Separately Sealed:

<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.**

## APPENDIX D

### INSURANCE SPECIFICATION "E" MINIMUM INSURANCE REQUIREMENTS

## The Pennsylvania Turnpike Commission

Before starting any work and until completion and final payment is made for the work, or final acceptance of the work, the Contractor will provide and maintain the following minimum levels of insurance at Contractor's own expense. Contractor shall furnish Certificates of Insurance showing the effective date of coverage as outlined below. No work may be performed until the required evidence of Insurance is provided in accordance with the terms of the contract. Contractor shall be responsible for ensuring that all Subcontractors hired by the Contractor are properly insured. Contractor shall not permit any such Subcontractors to start work until such evidence has been provided to the Contractor.

- a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".
- b) Contractor shall not have a Self-Insured Retention (SIR) on any policy greater than \$50,000, which is the responsibility of the Contractor. If Contractor's policy(ies) has a Self-Insured Retention exceeding this amount, approval must be received from the Commission prior to starting work. In the event any policy includes an SIR, the Contractor is responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be offered within the SIR amount(s).
- c) All insurance required herein, except for Professional and Pollution Liability Insurance, shall be written on an "occurrence" basis.
- d) The Contractor's insurance carrier(s) shall agree to provide at least thirty (30) days prior written notice to the Commission in the event coverage is canceled or non-renewed, unless cancellation is for non-payment of premium. In the event of cancellation or non-renewal of coverage(s) for any reason, it is the Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

If the insurance carriers will not issue or endorse their policy(s) to comply with the above, it is the responsibility of the Contractor to report any notice of cancellation or non-renewal at least thirty (30) days prior to the effective date of this notice.

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

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

Upon completion of the contract, an additional certificate(s) of insurance evidencing coverage shall be provided to the Commission with final application for payment.

## APPENDIX D

### INSURANCE SPECIFICATION "E" MINIMUM INSURANCE REQUIREMENTS

## The Pennsylvania Turnpike Commission

- f) The Commission, and its Commissioners, officers, employees and agents shall be added as ADDITIONAL INSUREDS on all required liability policies (except Workers' Compensation, Professional and Pollution Liability) for ongoing operations and completed operations on a primary noncontributory basis.
- g) Waiver of Rights of Subrogation: Contractor shall waive all rights of recovery against the Commission and all the additional insureds for loss or damage covered by any of the required insurance (except Professional and Pollution Liability).
- h) The amount of insurance in the required coverages shall not be construed to be a limitation of the liability on the part of the Contractor.
- i) The carrying of insurance described below shall in no way be interpreted as relieving the Contractor of any responsibility or liability under the contract.
- j) Any type of insurance or any increase in limits of liability not required by the Commission but which the Contractor requires for its own protection or on account of statute shall be its own responsibility and at its own expense.
- k) Contractor shall promptly notify the Commission and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the insured Contractor arising in the course of operations under the contract. The Contractor shall forward such documents received to its insurance company(ies), as soon as practicable, or as required by its insurance policy(ies).

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

#### 1. **Workers' Compensation and Employer's Liability:**

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

- a) Workers' Compensation Coverage: Statutory Requirements
- b) Employers Liability Limits not less than:

Bodily Injury by Accident:	\$500,000 Each Accident
Bodily Injury by Disease:	\$500,000 Each Employee
Bodily Injury by Disease:	\$500,000 Policy Limit
- c) Includes sole proprietorships and officers of corporation who will be performing the work.

#### 2. **Commercial General Liability:**



## APPENDIX D

### INSURANCE SPECIFICATION "E" MINIMUM INSURANCE REQUIREMENTS

## The Pennsylvania Turnpike Commission

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

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

### 3. **Automobile Liability:**

- a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or "Any Auto"). If Contractor does not have any Owned Vehicles, Contractor is still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand-alone policy or endorsed onto the Commercial General Liability policy above
- b) Per Accident Combined Single Limit \$1,000,000
- c) For Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

### 4. **Commercial Umbrella Liability:**

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

### 5. **Professional Liability Insurance:**

- a) Minimum Limits of Liability
  - Per Claim Limit: \$2,000,000
  - Aggregate Limit: \$2,000,000
- b) The Definition of "Covered Services" shall include the services required in the scope of this contract.
- c) If Professional Liability coverage is written on a claims-made form the following requirements will apply:
  - 1) The retroactive date must be on or before the start of work under this contract;
  - 2) The Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three (3) years after the completion of their work/final payment.

## APPENDIX D

### INSURANCE SPECIFICATION "E" MINIMUM INSURANCE REQUIREMENTS

## The Pennsylvania Turnpike Commission

#### 6. **Pollution Liability Insurance:**

- a) Covering losses caused by pollution incidents that arise from the operations of the Contractor described under the scope of services of this contract. This is to include all work completed by the Contractor, including testing, clean-up and / or removal and disposal of any and all pollutants.
- b) Minimum Limits of Liability:
  - Occurrence Limit: \$2,000,000
  - Aggregate Limit: \$2,000,000
- c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work / final payment.
- d) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. Seq. ("RCRA") or any related state or city environmental statute or the removal of any petroleum contaminated material at the project.
- e) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than \$2,000,000, if applicable.



**PENNSYLVANIA TURNPIKE COMMISSION  
EMERGENCY SPILL RESPONDER QUESTIONNAIRE  
RFP #17-ESRP-8101**

**Coverage Area: East of the Fort Littleton Interchange (MP 189.5) to the Reading Interchange (MP 286.1, including the Reading interchange), including 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\_\_\_  
If answer is yes, give number of years until renewal. \_\_\_\_\_

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

9. 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.

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

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

12. 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? \_\_\_\_\_

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

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14. 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 \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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16. 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\_\_\_

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

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

18. Does your operation provide 24/7 emergency spill response? YES\_\_\_NO\_\_\_

19. Identify how you would treat, transport, store, and dispose of the waste from an accident involving diesel fuel and petro-sorb.

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

20. Total Number of HAZMAT Technicians that are full time employees? \_\_\_\_\_

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

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

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

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

23. Have you, any principal officer(s), or key employee(s) ever pleaded *nolo contendere* or guilty or been convicted of a crime(s) involving dishonesty or false statement?  
YES\_\_\_NO\_\_\_

24. Has your company 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\_\_\_

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

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

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

28. Does your team have a written procedure for DECON? YES\_\_\_ NO\_\_\_

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

30. 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 Personal Protective Equipment (PPE) YES\_\_\_ NO\_\_\_
- h. Use of Self Contained Breathing Apparatus (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\_\_\_

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

- a. Hazard-Material Incident Commander \_\_\_\_\_
- b. Hazard-Material Specialist \_\_\_\_\_
- c. Hazard-Material Technician \_\_\_\_\_
- d. Hazard-Material Operations \_\_\_\_\_
- e. Hazard-Material Awareness \_\_\_\_\_
- f. Dept. of Health Emergency Medical Technician (EMT) \_\_\_\_\_
- g. National Incident Management System (NIMS) 700 \_\_\_\_\_
- h. National Incident Management System (NIMS 100) \_\_\_\_\_
- i. National Incident Management System (NIMS 200) \_\_\_\_\_
- j. National Incident Management System (NIMS 300) \_\_\_\_\_
- k. National Incident Management System (NIMS 400) \_\_\_\_\_
- l. Traffic Incident Management (TIM) \_\_\_\_\_

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

33. Does your company perform any After Action Reviews of incident responses? If so, describe how often: YES \_\_\_\_\_ NO \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**MEDICAL SURVEILLANCE PROGRAM:**

- 1. Has your company 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 each Team Member receive complete physicals, in accordance with OSHA standards, prior to responding to incidents? YES \_\_\_ NO \_\_\_

4. Does your medical surveillance program for employees comply with the OSHA regulations applicable to Hazardous Material Response Teams? 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 designated personnel trained in emergency first aid? YES \_\_\_ NO \_\_\_

3. Are 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. Are 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 \_\_\_

### **PROGRAM REVIEW**

Does your company 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.

**[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]**



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 Response Provider 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 company.

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

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

**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.

**Personal Protective Equipment:**

<b>Item #</b>	<b>Description</b>	<b>Number Available on Initial Response Units</b>
1.	Chemical Protective Clothing (CPC) Level "A" as defined in NFPA 471, Responding to Hazardous Material Incidents, Chapter 7. Regardless of type of suits, a minimum of 5 each must be available on response unit (2 for entry, 2 for back-up, and 1 spare)	
2.	Leak test kits for level "A" suits. If suits are not tested by a third party	
3.	CPC Level "B" suits as defined in NFPA 471, Responding to Hazardous Material Incidents, Chapter 7 Minimum of 24 suits	
4.	CPC Level "C" suits as defined in NFPA 471, Responding to Hazardous Material Incidents, Chapter 7	
5.	Flash Cover suits. Amount should be based on entry team members	
6.	Positive pressure, with 60 minute rated duration SCBA's, (minimum of 6)	
7.	Spare Cylinders for each unit above and/or supplied air system	
7.	NIOSH approved air purifying respirators, full-face with select cartridges	
8.	Chemical resistant gloves (Neoprene, Nitrile, Butyl, Viton, disposable, leather, surgical, cryogenic) [Minimum of 2 pair per team member]	
9.	Disposable foot covers (Minimum of 2 pair per team member)	
10.	Chemical Resistant boots (minimum 1 pair per team member)	
12.	Safety glasses and goggles with side shields (minimum 1 pair per team member)	
13.	Coveralls (minimum 1 pair per team member)	
14.	Safety Vest minimum 1 per team member on scene (ANSI-Class III minimum)	
15.	Hearing Protection for high level noise areas (plugs, muffs, etc.) [minimum 1 pair per team member]	

**PHYSICAL METHODS OF MITIGATION:**

<b>Item #</b>	<b>Description</b>	<b>Number Available on Initial Response Units</b>
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	
<b>CHEMICAL METHODS OF MITIGATION:</b>		
<b>Item #</b>	<b>Description</b>	<b>Number Available on Initial Response Units</b>
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	
3a.	Will you need to have a Fire Department on scene to assist with the dispersion?	
<b>MONITORING AND DETECTION EQUIPMENT:</b>		
<b>Item #</b>	<b>Description</b>	<b>Number Available on Initial Response Units</b>
1.	Multi-gas detector	
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.	Photozation Detector (PID)	
8.	Access to gas chromatographic system for analysis: (DEP, Civil Support Team or RCTTF)	
9.	Drum Sampler	
10.	PCB Kit	
<b>TOOLS:</b> (It is required that non-sparking tools be used where applicable.)		
<b>Item #</b>	<b>Description</b>	<b>Number Available on Initial Response Units</b>
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.	Pry Bars (assorted size and type)	
7.	Web Ratchet Strapping	
8.	Easy out stud extractor (for broken or sheared bolts)	
9.	Rakes (minimum of two)	
10.	Bolt cutters	
11.	Come-a-long	
12.	Assorted Cribbing	
13.	Funnels, miscellaneous sizes and types	
14.	Measuring tape or wheel (minimum 100 foot)	

<b>COMMUNICATIONS EQUIPMENT:</b>				
<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
1.	All Communications equipment is intrinsically safe?			
2.	All radios meet the requirements of Underwriters Laboratories Inc <sup>®</sup>			
3.	Hazmat Team Chief had the capability to communicate with all Entry Team Members and Branch Chiefs			
4.	Each Team Member has the capability to communicate with each other.			
5.	Team has access to mobile telephone(s) on scene			
6.	Fax machine with transmit and receive capability under current subscription for access to recognized system			
<b>DECONTAMINATION EQUIPMENT:-</b> Capability to perform Physical and Chemical decontamination. If higher level of capability is available, it must be available at time of site inspection.				
<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
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.	Water Temperature control device (water heater)			
9.	Will you need a Fire Department on scene to assist?			
<b>SPECIAL EQUIPMENT:</b>				
<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
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.	Barricade tape, 2-colors			
7.	Traffic cones (minimum 10)			
8.	Various office supplies (pens, markers, paper, tags)			
9.	Plastic Trash bags (various sizes)			
10.	½" and 5/8" or 3/4 " synthetic rope			
11.	Drinking water container/ice chest			
<b>VEHICLES:</b>				
<b>Item #</b>	<b>Description</b>	<b>Yes</b>	<b>No</b>	<b>Remarks</b>
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)			

APPENDIX H-Incident Response Scenario / Safety Data Sheet

For all three scenarios, please provide details of the following:

- A. Provide your Incident Action Plan (IAP), including a realistic sequential timeline.
- B. Provide personnel and equipment assignments for each scenario.
- C. Provide details on handling the disposal of the material (except scenario #3).
- D. Indicate assistance (if any) requested from Turnpike personnel on the scene.
- E. Provide a cost estimate based on your current rate schedule.
- F. Provide a sample final report including all actions completed for each scenario.

\*For all incidents, the weather is clear and dry. Temperatures between 64 and 68 degrees.

**SCENARIO #1:**

You are called at 2:30 pm on a Wednesday afternoon 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 and each saddle tank has a 100-gallon capacity. Unknown if the other saddle tank is leaking. Maintenance crews believe they have the fuel leak contained but it is still leaking from the saddle tank. The bituminous pavement berm and approximately 12-foot-wide and 25 feet length of the gravel/dirt adjacent to it has signs of fuel contamination. Upon your inspection, it is determined that it is only surface contamination and does not show signs of fuel entering the creek. You are unable to receive a work authorization, nor signed manifest from the trucking company until the following Tuesday.



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



**SCENARIO #2:**

You are called on Friday morning at 8:30am, to the Bowmansville Maintenance facility's garage for a storage tote that has sprung a leak. There is approximately 20 gallons left in the 275-gallon container. According to their inventory records, there was 125 gallons in the container prior to the leak. They hand you a copy of the attached –Safety Data Sheet (SDS) for the material. For this incident, the entire area is level bituminous pavement parking lot.





### **SCENARIO #3:**

You been called at 2:40am, on a Wednesday morning in June, to milepost 204 Westbound for a Tractor-Trailer in a wide area, with fluid leaking out of the trailer. When you arrive on scene you are meet by the Pennsylvania State Police (PSP) Trooper, PA Turnpike Maintenance utility worker (MUW) and a County (PEMA) certified Emergency Response Team Supervisor (CPCERT), you are provided the following information:

1. The PSP Trooper is Command 204 and advises that neither he or the MUW has done anything to the trailer.
2. The (CPCERT) Supervisor and one team member had left another incident off-pike and arrived one minute prior to you.
3. PSP handed the Manifest/Bill of Lading which they retrieved from the cab of the truck, 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.
4. The driver of the truck has not been located
5. It is an Owner/Operator from an out of state trucking company
6. The leak had spread 10 feet down by 5 feet wide area on a bituminous pavement surface (*the image behind the truck is simulating a wet stain from the material that leaked out*). The Turnpike personnel had built a dike of petro-sorb to stop it from spreading further.
7. The trailer doors show a wet stain on the right door.
8. The closet drain is in 125 yards in front of the truck.
9. 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 to be leaking from the drum(s) containing Alusol AU 68 drum, which means literally entering the trailer and finding the drum(s) that are leaking.*





# SAFETY DATA SHEET

Revision Date 16-Nov-2016

Version 1

## 1. PRODUCT AND COMPANY IDENTIFICATION

### Product Identifier

**Product Name** F-2437-ES Sure Step – Sunbelt Green

**UN/ID No** UN1866  
**Product Code** F-2437-ES

### Recommended Use of the Chemical and Restrictions on Use

**Recommended Use** Paint

### Details of the Supplier of the Safety Data Sheet

#### Supplier Address

Delta Foremost Chemical Corporation  
 3915 Air Park St.  
 Memphis, Tennessee 38118

#### Emergency Telephone Number

**Company Phone Number** (901) 363-4340  
**Emergency Telephone** INFOTRAC 1-352-323-3500 (International)  
 1-800-535-5053 (North America)

## 2. HAZARDS IDENTIFICATION

### Classification

Skin Corrosion/Irritation	Category 2
Serious Eye Damage/Eye Irritation	Category 2
Flammable liquids	Category 2

### Signal Word

**DANGER**

### Hazard Statements

Causes skin irritation  
 Causes serious eye irritation  
 Highly flammable liquid and vapor



**Appearance** Bright green liquid

**Physical State** Liquid

**Odor** Solvent

**Precautionary Statements - Prevention**

Wash face, hands and any exposed skin thoroughly after handling  
 Wear protective gloves/protective clothing/eye protection/face protection  
 Keep away from heat/sparks/open flames/hot surfaces. — No smoking  
 Keep container tightly closed  
 Ground/bond container and receiving equipment  
 Use explosion-proof equipment  
 Use only non-sparking tools  
 Take precautionary measures against static discharge

**Precautionary Statements - Response**

IF IN EYES: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing  
 If eye irritation persists: Get medical advice/attention  
 IF ON SKIN (or hair): Remove/Take off immediately all contaminated clothing. Rinse skin with water/shower. Wash contaminated clothing before reuse. If skin irritation persists: Get medical advice/attention.  
 In case of fire: Use CO2, dry chemical, or foam for extinction

**Precautionary Statements - Storage**

Store in a well-ventilated place.

**Precautionary Statements - Disposal**

Dispose of contents/container to an approved waste disposal plant

**Other Hazards**

Toxic to aquatic life with long lasting effects  
 Toxic to aquatic life

<b>3. COMPOSITION/INFORMATION ON INGREDIENTS</b>
--

Chemical Name	CAS No	Weight-%
Xylene	1330-20-7	Proprietary

Product contains a proprietary mixture of ingredients.

<b>4. FIRST AID MEASURES</b>
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**First Aid Measures**

<b>General Advice</b>	Provide this SDS to medical personnel for treatment.
<b>Eye Contact</b>	Rinse immediately with plenty of water, also under the eyelids, for at least 15 minutes. If eye irritation persists: Get medical advice/attention.
<b>Skin Contact</b>	Wash off immediately with plenty of water for at least 15 minutes. If irritation persists, seek medical attention.
<b>Inhalation</b>	Remove exposed individual(s) to fresh air for 20 minutes. Consult a physician / poison center if individual's condition declines or if symptoms persist.
<b>Ingestion</b>	Do NOT induce vomiting. Immediate medical attention is required.

**Most Important Symptoms and Effects, both Acute and Delayed**

<b>Symptoms</b>	Nausea, dizziness, irritation to skin and/or mucous membranes.
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**Indication of any Immediate Medical Attention and Special Treatment Needed**

<b>Note to Physicians</b>	Treat symptomatically.
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## 5. FIRE-FIGHTING MEASURES

### Suitable Extinguishing Media

Foam, carbon dioxide, dry chemical extinguisher, or water spray.

**Unsuitable Extinguishing Media** Water jet.

### Specific Hazards Arising from the Chemical

Flammable/combustible material. May be ignited by heat, sparks or flames. Vapors may travel to source of ignition and flash back. Container may explode in heat or fire.

**Hazardous Combustion Products** Carbon monoxide.

**Sensitivity to Static Discharge** Flammable mixtures of this product are readily ignited even by static discharge.

### Protective Equipment and Precautions for Firefighters

As in any fire, wear self-contained breathing apparatus pressure-demand, MSHA/NIOSH (approved or equivalent) and full protective gear. Water may be used to cool closed containers to prevent pressure buildups and possible ignition or explosion when exposed to extreme heat. Use air-supplied equipment for enclosed areas.

## 6. ACCIDENTAL RELEASE MEASURES

### Personal Precautions, Protective Equipment and Emergency Procedures

**Personal Precautions** ELIMINATE all ignition sources (no smoking, flares, sparks or flames in immediate area). In case of a spill, clear the affected area and protect people. Wear protective clothing as described in Section 8 of this safety data sheet.

**Environmental Precautions** Prevent entry into waterways, sewers, basements or confined areas.

### Methods and Material for Containment and Cleaning Up

**Methods for Containment** For small spills, absorb on polypads or other suitable non-reactive absorbent materials. For large spills, dike far ahead of spill for later disposal. Absorb with materials such as: non-combustible material, cat litter / sand.

**Methods for Cleaning Up** Use clean non-sparking tools to collect absorbed material. Sweep up absorbed material and shovel into suitable containers for disposal. Discard any product, residue, disposable container or liner in full compliance with federal, state, and local regulations. For waste disposal, see section 13 of the SDS.

## 7. HANDLING AND STORAGE

### Precautions for Safe Handling

**Advice on Safe Handling** Handle in accordance with good industrial hygiene and safety practice. Use personal protection recommended in Section 8. Ensure containers are properly labeled. Keep away from heat/sparks/open flames/hot surfaces. — No smoking. Avoid contact with skin, eyes or clothing. Wash contaminated clothing before reuse. Wash face, hands, and any exposed skin thoroughly after handling. When using do not eat, drink or smoke. Keep containers closed when not in use. Use non-sparking hand tools and explosion-proof electrical equipment. Take precautionary measures against static discharges. Ground all equipment to prevent buildup of static charge.

### Conditions for Safe Storage, Including any Incompatibilities

**Storage Conditions** Keep containers tightly closed in a dry, cool and well-ventilated place.

**Incompatible Materials** Strong oxidizers such as permanganate.

**8. EXPOSURE CONTROLS/PERSONAL PROTECTION**

**Exposure Guidelines**

Chemical Name	ACGIH TLV	OSHA PEL	NIOSH IDLH
Xylene 1330-20-7	STEL: 150 ppm TWA: 100 ppm	TWA: 100 ppm TWA: 435 mg/m <sup>3</sup> (vacated) TWA: 100 ppm (vacated) TWA: 435 mg/m <sup>3</sup> (vacated) STEL: 150 ppm (vacated) STEL: 655 mg/m <sup>3</sup>	-

**Appropriate Engineering Controls**

**Engineering Controls** Ventilation must be adequate to maintain the ambient workplace atmosphere below the exposure limit(s) outlined in the SDS.

**Individual Protection Measures, such as Personal Protective Equipment**

- Eye/Face Protection** Splash goggles or safety glasses.
- Skin and Body Protection** Wear impervious protective clothing, including boots, gloves, lab coat, apron or coveralls, as appropriate, to prevent skin contact.
- Respiratory Protection** Solvent type mask.
- General Hygiene Considerations** Handle in accordance with good industrial hygiene and safety practice.

**9. PHYSICAL AND CHEMICAL PROPERTIES**

**Information on Basic Physical and Chemical Properties**

<b>Physical State</b>	Liquid	<b>Odor</b>	Solvent
<b>Appearance</b>	Bright green liquid	<b>Odor Threshold</b>	Not determined
<b>Color</b>	Bright green		
<b>Property</b>	<b>Values</b>	<b>Remarks • Method</b>	
pH	Not determined		
<b>Melting Point/Freezing Point</b>	Not determined		
<b>Boiling Point/Boiling Range</b>	142.77 °C / 289 °F		
<b>Flash Point</b>	27.22 °C / 81 °F		Tag Closed Cup
<b>Evaporation Rate</b>	11.5		(butyl acetate = 1)
<b>Flammability (Solid, Gas)</b>	Not determined		
<b>Upper Flammability Limits</b>	7.0%		
<b>Lower Flammability Limit</b>	1.0%		
<b>Vapor Pressure</b>	7 (mm Hg)		
<b>Vapor Density</b>	3.7	(Air=1)	
<b>Specific Gravity</b>	1.319	(1=Water)	
<b>Water Solubility</b>	Insoluble in water		
<b>Solubility in Other Solvents</b>	Not determined		
<b>Partition Coefficient</b>	Not determined		
<b>Autoignition Temperature</b>	Not determined		
<b>Decomposition Temperature</b>	Not determined		
<b>Kinematic Viscosity</b>	Not determined		
<b>Dynamic Viscosity</b>	Not determined		
<b>Explosive Properties</b>	Not determined		
<b>Oxidizing Properties</b>	Not determined		

## 10. STABILITY AND REACTIVITY

**Reactivity**

Not reactive under normal conditions.

**Chemical Stability**

Stable under recommended storage conditions.

**Possibility of Hazardous Reactions**

None under normal processing.

**Hazardous Polymerization**

Hazardous polymerization does not occur.

**Conditions to Avoid**

Keep away from oxidizers, heat and open flame.

**Incompatible Materials**

Strong oxidizers such as permanganate.

**Hazardous Decomposition Products**

None known based on information supplied.

## 11. TOXICOLOGICAL INFORMATION

**Information on Likely Routes of Exposure****Product Information****Eye Contact**

Causes serious eye irritation.

**Skin Contact**

Causes skin irritation.

**Inhalation**

Over-exposure to vapors could result in upper respiratory tract irritation.

**Ingestion**

Ingestion may cause irritation to mucous membranes.

**Component Information**

Chemical Name	Oral LD50	Dermal LD50	Inhalation LC50
Xylene 1330-20-7	= 4,300 mg/kg ( Rat )	> 1,700 mg/kg ( Rabbit )	= 5,000 ppm ( Rat ) 4 h = 47,635 mg/L ( Rat ) 4 h

**Information on Physical, Chemical and Toxicological Effects****Symptoms**

Please see section 4 of this SDS for symptoms.

**Delayed and Immediate Effects as well as Chronic Effects from Short and Long-term Exposure****Carcinogenicity**

The table below indicates whether each agency has listed any ingredient as a carcinogen.

Chemical Name	ACGIH	IARC	NTP	OSHA
Xylene 1330-20-7		Group 3		

*IARC (International Agency for Research on Cancer)**Group 3 IARC components are "not classifiable as human carcinogens"***Numerical Measures of Toxicity**

Not determined

**12. ECOLOGICAL INFORMATION**

**Ecotoxicity**

Toxic to aquatic organisms. Toxic to aquatic life with long lasting effects.

Chemical Name	Algae/aquatic plants	Fish	Toxicity to microorganisms	Crustacea
Xylene 1330-20-7		13.4: 96 h Pimephales promelas mg/L LC50 flow-through 2.661 - 4.093: 96 h Oncorhynchus mykiss mg/L LC50 static 13.5 - 17.3: 96 h Oncorhynchus mykiss mg/L LC50 13.1 - 16.5: 96 h Lepomis macrochirus mg/L LC50 flow-through 19: 96 h Lepomis macrochirus mg/L LC50 7.711 - 9.591: 96 h Lepomis macrochirus mg/L LC50 static 23.53 - 29.97: 96 h Pimephales promelas mg/L LC50 static 780: 96 h Cyprinus carpio mg/L LC50 semi-static 780: 96 h Cyprinus carpio mg/L LC50 30.26 - 40.75: 96 h Poecilia reticulata mg/L LC50 static	EC50 = 0.0084 mg/L 24 h	3.82: 48 h water flea mg/L EC50 0.6: 48 h Gammarus lacustris mg/L LC50

**Persistence and Degradability**

Not determined

**Bioaccumulation**

Not determined

**Mobility**

Chemical Name	Partition Coefficient
Xylene 1330-20-7	2.77 - 3.15

**Other Adverse Effects**

Not determined

**13. DISPOSAL CONSIDERATIONS**

**Waste Treatment Methods**

**Disposal of Wastes**

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

**Contaminated Packaging**

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

Chemical Name	RCRA	RCRA - Basis for Listing	RCRA - D Series Wastes	RCRA - U Series Wastes
Xylene 1330-20-7		Included in waste stream: F039		U239

Chemical Name	California Hazardous Waste Status
Xylene 1330-20-7	Toxic Ignitable

**14. TRANSPORT INFORMATION**

**Note** Please see current shipping paper for most up to date shipping information, including exemptions and special circumstances.

**DOT**  
 UN/ID No UN1866  
 Proper Shipping Name Resin Solution  
 Hazard Class 3  
 Packing Group II  
 Reportable Quantity (RQ) 1000lbs for Xylene

**IATA**  
 UN/ID No UN1866  
 Proper Shipping Name Resin Solution  
 Hazard Class 3  
 Packing Group II

**IMDG**  
 UN/ID No UN1866  
 Proper Shipping Name Resin Solution  
 Hazard Class 3  
 Packing Group II

**15. REGULATORY INFORMATION**

**International Inventories**

Not Determined

**Legend:**

- TSCA - United States Toxic Substances Control Act Section 8(b) Inventory*
- DSL/NDSL - Canadian Domestic Substances List/Non-Domestic Substances List*
- EINECS/ELINCS - European Inventory of Existing Chemical Substances/European List of Notified Chemical Substances*
- ENCS - Japan Existing and New Chemical Substances*
- IECSC - China Inventory of Existing Chemical Substances*
- KECL - Korean Existing and Evaluated Chemical Substances*
- PICCS - Philippines Inventory of Chemicals and Chemical Substances*

**US Federal Regulations**

**CERCLA**

Chemical Name	Hazardous Substances RQs	CERCLA/SARA RQ	Reportable Quantity (RQ)
Xylene 1330-20-7	100 lb		RQ 100 lb final RQ RQ 45.4 kg final RQ

**SARA 311/312 Hazard Categories**

Acute health hazard Yes  
 Fire hazard Yes

**SARA 313**

Chemical Name	CAS No	Weight-%	SARA 313 - Threshold Values %
Xylene	1330-20-7	Proprietary	1.0



**CWA (Clean Water Act)**

Component	CWA - Reportable Quantities	CWA - Toxic Pollutants	CWA - Priority Pollutants	CWA - Hazardous Substances
Xylene 1330-20-7	100 lb			X

**US State Regulations**

**U.S. State Right-to-Know Regulations**

Chemical Name	New Jersey	Massachusetts	Pennsylvania
Xylene 1330-20-7	X	X	X

**16. OTHER INFORMATION**

<b>NFPA</b>	<b>Health Hazards</b>	<b>Flammability</b>	<b>Instability</b>	<b>Special Hazards</b>
	2	3	0	Not determined
<b>HMIS</b>	<b>Health Hazards</b>	<b>Flammability</b>	<b>Physical Hazards</b>	<b>Personal Protection</b>
	2	3	0	Not determined

Revision Date 16-Nov-2016  
 Revision Note New format

**Disclaimer**

The information provided in this Safety Data Sheet is correct to the best of our knowledge, information and belief at the date of its publication. The information given is designed only as a guidance for safe handling, use, processing, storage, transportation, disposal and release and is not to be considered a warranty or quality specification. The information relates only to the specific material designated and may not be valid for such material used in combination with any other materials or in any process, unless specified in the text.

End of Safety Data Sheet

## APPENDIX I

# PENNSYLVANIA TURNPIKE COMMISSION HAZARD MATERIAL RESPONSE GUIDELINES

Subject: Clarification of Hazard Material Responses

To help distinguish the appropriate type of Spill Response Team needed at an incident, the following definitions and guidelines are provided by the Operations, Safety and Incident Department.

### **DEFINITIONS:**

#### **HAZARDOUS MATERIAL:**

Any material, that when released from its container, can cause harm to humans or the environment, except for 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 substance/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 (ie: ground, roadway, etc) to levels that do 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 with which the Commission has contracted to perform remediation of areas contaminated with Hazard Materials and common products such as Diesel Fuel, Gasoline and Motor Oil from the motorization of a vehicle.

#### **RESPONSIBLE OWNER/OPERATOR**

In accordance with Pennsylvania Hazardous Material Response & Recovery Act 165, costs for recovery from a hazardous material spill can be recouped. To help initiate and make the remediation of the incident quicker, the sooner the Traffic Operations Center is advised of the name of the owner and/or operator of the vehicle that the Vehicular Fluid and/or Hazardous Cargo leak is occurring from, then the Contracted Spill Team can be notified and start communications to consummate a contract with the person and/or company, while they are responding.

## APPENDIX I

# PENNSYLVANIA TURNPIKE COMMISSION HAZARD MATERIAL RESPONSE GUIDELINES

### **VEHICULAR FLUID SPILLS**

Release of the fluids used in a vehicle's operation (fuel, transmission, or hydraulic fluid, etc). While vehicular fluids are not considered Hazardous Materials per se and are not regulated as such, when they are spilled on the ground or in a waterway, they may become so defined according to various governmental regulations.

If the Vehicular Fluid Spill consists of less than 40 gallons, our Maintenance personnel can defensively perform mitigation and remediation. However, if the supervisor believes the services of the Contract Spill Response Team are needed, he or she may request that the Contracted Spill Response Team be dispatched to the location.

If the Vehicular Fluid Spill consists of more than 40 gallons, the Contracted Spill Response Team must be contacted and dispatched to the location.

### **HAZARDOUS MATERIALS CARGO SPILL**

A release of a Hazardous Material, when transported for commercial purposes, that is capable of posing unreasonable risk to health, safety, and/or property.

Any Hazardous Materials Cargo Spill requires notification to our Communication Center. The Communication Center will notify the respective County Communication Center to request dispatch of its Emergency Response Spill Team. The Emergency Response Spill Team will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

### **COMBINATION SPILL**

A spill consisting of a mixture of vehicular fluids and Hazardous Material(s) cargo.

Any Combination Spill requires notification to our Traffic Operations Center (TOC). The TOC will notify the respective County Communication Center to request dispatch of its Emergency Response Spill Team. The Emergency Response Spill Team will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

### **MULTIPLE SPILL TEAM RESPONSES**

In the case of a **Hazard Materials Cargo Spill** or **Combination Spill**, a County Emergency Response Spill Team will be on scene performing mitigation. The on-site supervisor should evaluate whether a Contract Spill Response Team is needed for the remediation (clean-up) of the area. The County Emergency Response Spill Team will be responsible for the immediate control and containment of the Hazardous Material(s) or other substances, and our Contracted Spill Response Team will be responsible for the remediation (clean-up) of the area. In some cases, this could be the same team.

For all **Vehicular Fluid Spills, Hazard Materials Cargo Spills, and Combination Spills**, of which the Commission becomes aware, the Commission's Contracted Spill Response Team will be responsible for the remediation (clean-up). If a customer and/or company requests that its own Spill Response Team be utilized, the Commission's personnel must deny the request.

## **Addendum No. 1**

RFP #17-ESRP-8101

Emergency Spill and Response Provider

Milepost 179.5 to Milepost 286.0

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

### **REVISIONS**

**1. I-12. Response**, paragraph one, is revised as indicated below, extending the proposal due date:

**I-12. Response.** To be considered, proposals must be delivered to the Pennsylvania Turnpike Commission's Contracts Administration Department, Attention: Stephanie Newbury, on or before **2:00 PM** local time on ~~Thursday, January 11, 2018~~ **Thursday, January 25, 2018**. The Commission will **not** accept proposals via email or facsimile transmission.

All other terms, conditions and requirements of the original RFP dated December 11, 2018 remain unchanged unless modified by this Addendum.

## Addendum No. 2

RFP #17-ESRP-8101

Emergency Spill and Response Provider  
Milepost 179.5 to Milepost 286.0

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

### REVISIONS

1. Replace Appendix A– Sample Contractual Agreement in its entirety with the revised Appendix A – Sample Contractual Agreement Addendum #2 1-5-2018 provided as attached to this addendum. Changes are highlighted.

2. Appendix E – Emergency Spill Responder Questionnaire, page 2, #12. Is stricken and replaced as indicated below. A revised Appendix E – Emergency Spill Responder Questionnaire Addendum #2 1-5-2018 in its entirety is provided as attached to this addendum.

12. The Commission will take into consideration whether the firm has a hazardous material response team certified in accordance with Pennsylvania’s Hazardous Material Emergency Planning and Response Act, 35 P.S. § 6022.101-.307 (known as “Act 165 Certification”). The Commission prefers, but does not require, that Proposers obtain and maintain Act 165 Certification. Please complete A, B and C below.

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

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

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

3. Replace Appendix I – Hazardous Material Response Guidelines in its entirety with the revised Appendix I – Hazardous Material Response Guidelines Addendum #2 1-5-2018 provided as attached to this addendum. Changes are highlighted.

4. Part IV-2, Requirements, second paragraph is stricken and replaced with the following:

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 utilizing reasonable efforts as described in **Part IV-3D**.

5. Part IV-2, Requirements, Paragraph E is stricken and replaced with the following:

Only the Proposer selected pursuant to this RFP will be dispatched by the Commission to respond to a hazardous material incident, except for vehicular fluid spills that are less than 25 gallons (see the Commission's "Hazardous Material Response Guidelines," which are attached as Appendix I). When arriving at the scene of a hazardous material incident, the Proposer shall determine whether the release or threat of release of hazardous material requires mitigation to avoid actual or potential immediate threats to public health and the environment. If the hazardous material incident requires mitigation and the Proposer is certified, trained, and equipped in accordance with Pennsylvania's Hazardous Material Emergency Planning and Response Act, 35 P.S. § 6022.101-.307 ("Act 165"), then the Proposer shall proceed with the mitigation. If the hazardous material incident requires mitigation and the Proposer is not certified, trained, and equipped in accordance with Act 165, then the Proposer shall contact the Commission's Traffic Operations Center ("TOC") and request that the TOC contact the county in which the incident occurred to arrange for the dispatch of a hazardous material response team certified in accordance with Act 165.

The Responsible Party shall not mitigate or remediate the hazardous material incident using another emergency response contractor.

**ADDITIONS**

1. Definitions have been added to the RFP as pages i-iii and is attached to this Addendum as Addendum 2, Exhibit A-Definitions.

All other terms, conditions and requirements of the original RFP dated December 11, 2017, as amended by Addendum 1, remain unchanged unless modified by this Addendum.

## AGREEMENT

This **AGREEMENT**, made the \_\_\_\_\_ day of \_\_\_\_\_, 2018, between the **Pennsylvania Turnpike Commission (“COMMISSION”)**, an instrumentality of the Commonwealth of Pennsylvania, with principal offices at 700 South Eisenhower, Blvd., Middletown, Pennsylvania 17057 (mailing address: P. O. Box 67676, Harrisburg, PA 17106-7676);

-AND-

**NAME (“CONTRACTOR”)**, a Pennsylvania corporation, with its principal office at STREET, CITY, Pennsylvania, ZIP.

### WITNESSETH:

**WHEREAS**, the **COMMISSION** desires to enter into an Agreement with the **CONTRACTOR** for response, assessment, control, containment, clean-up and disposal of hazardous material and waste from incidents (“Incident(s)”) upon the Pennsylvania Turnpike System, between milepost \_\_\_\_\_ and milepost \_\_\_\_\_ (including the \_\_\_\_\_ Interchange No. \_\_\_\_\_, the \_\_\_\_\_ Interchange No. \_\_\_\_\_), in accordance with the terms hereinafter set forth. This section may be changed by the **COMMISSION** in the form of a letter. This letter will become part of this Agreement.

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

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

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

#### Contractor’s Scope of Work

The **CONTRACTOR** will perform the work described in RFP# XX-ESRP-XXXX dated MONTH XX, 20XX, titled Emergency Spill and Response Provider Milepost X to Milepost X; and the **CONTRACTOR’S** proposal dated MONTH X, 20XX. These documents are made part of this Agreement by reference.

#### Exclusive Contract

The **COMMISSION** agrees that it will not enter into any contract with any competitor of the **CONTRACTOR** for the performance of the services described in this Agreement within the **CONTRACTOR’S** assigned territory. However, when the **COMMISSION** determines that a **CONTRACTOR** under contract in any given area is unable to assist or to provide sufficient

service or equipment, the **COMMISSION** reserves the right to call in additional service or equipment from any available source. The **COMMISSION** also reserves the right to modify the assigned territory of the **CONTRACTOR** at any time.

The term “Hazardous Material” for the purposes of this Agreement shall mean any substance or combination of substances coming under the jurisdiction of the Hazardous Materials Transportation Advisory Committee and the Pennsylvania Department of Transportation under the act of the Pennsylvania Legislature commonly known as the Hazardous Materials Transportation Act (75 Pa. C.S.A. Section 8301, *et seq.*), specifically excluding substances or combinations of substances which constitute “Radiological” or “Biological” hazards. In the event the **CONTRACTOR** is called to an Incident where Radiological or Biological hazards are involved, and they do not have the resources and/or capabilities to remediate the hazard, the **CONTRACTOR** shall use its best efforts to identify the hazard, secure the Incident area in cooperation with the Pennsylvania State Police to the greatest extent possible to protect human life, and notifying the **COMMISSION** immediately of its findings.

The **CONTRACTOR** shall comply with all the **COMMISSION**’s Traffic Rules and Regulations (Rules and Regulations can be found on the Commissions website at [https://www.paturnpike.com/travel/traffic\\_rules\\_regulations.aspx](https://www.paturnpike.com/travel/traffic_rules_regulations.aspx)), and such modifications thereof as shall from time to time be prescribed by the **COMMISSION** in the interest of efficient service to be performed by the **CONTRACTOR**. The **CONTRACTOR** shall cooperate with all **COMMISSION** personnel and members of the Pennsylvania State Police. The regulation of traffic and proper safety conditions in the Incident area shall always be under the control and authority of the Pennsylvania State Police.

The **CONTRACTOR** shall make every effort to cooperate and comply with the requests of the Pennsylvania State Police at the scene of the incident. However, the final remediation and mitigation action decisions shall lie with the **CONTRACTOR**.

#### Compensation

- A. At the time of requesting **CONTRACTOR** service, the **COMMISSION** will attempt to provide to the **CONTRACTOR** 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 **CONTRACTOR** with the Incident.
- B. If a Responsible Party is identified and the **CONTRACTOR** has consummated a contract with them, the **CONTRACTOR** will assume responsibility for billing and collection of all monies owed to **CONTRACTOR** for their response, assessment, control, containment, cleanup and disposal of hazardous material and waste from the incidents occurring on the Pennsylvania Turnpike system. The **COMMISSION** shall be relieved of any responsibility, including costs, from the **CONTRACTOR** related to the response, control, remediation and mitigation of the Incident.
- C. The **CONTRACTOR** shall identify the Responsible Party as the Generator on any required manifests and shall include all necessary information related to the Responsible Party



including obtaining the Responsible Party's signature or authorization to execute the manifest on the Responsible Party's behalf. If a Responsible Party cannot be identified and/or a Responsible Party refuses to sign the manifest, the **CONTRACTOR** shall contact the local Department of Environmental Protection (DEP) for the purposes of notification and assistance, if any is available, 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 cannot be readily identified, the **CONTRACTOR** shall immediately commence all necessary response, control, remediation and mitigation efforts. If within five (5) business days from the time of the Incident, a Responsible Party has not been identified and/or has not executed a contract for services with the **CONTRACTOR**, the **CONTRACTOR** shall notify the **COMMISSION**'s Emergency Response Program Manager in writing prior to the expiration of this five-day period. The **CONTRACTOR** shall provide to the **COMMISSION** documentation of its Reasonable Efforts to identify a Responsible Party and to enter into an agreement for services. "Reasonable Efforts" shall include, at a minimum: (1) initiation of contact with a Responsible Party at the scene of the Incident, if a Responsible Party is present; (2) written correspondence to a Responsible Party via email (if available) and overnight mail within 24 hours of the Incident; and (3) at least five (5) telephone calls to a Responsible Party, the first of which shall occur within the first ten (10) hours immediately following the Incident; If after Reasonable Efforts have been made, and the **CONTRACTOR** is unable to identify a Responsible Party and enter into an agreement for services, the Emergency Response Program Manager shall notify the **COMMISSION**'s Property Damage Claims Office, in writing, to open a damage claim. The **COMMISSION** shall then assume responsibility to the **CONTRACTOR** for the costs incurred related to the response, control, remediation and mitigation of the Incident. Charges shall be in accordance with the **CONTRACTOR** Current Rate Schedule in effect at the time of the Incident. Notwithstanding the foregoing, the **CONTRACTOR** shall not be relieved from continuing its attempt to identify a Responsible Party and consummate an agreement for services with the Responsible Party. If after contacting the **COMMISSION**'s Emergency Response Program Manager, the **CONTRACTOR** consummates a contract with the Responsible Party, the **CONTRACTOR** shall notify the **COMMISSION** immediately by email, so that the **COMMISSION** can terminate the damage claim process.
- E. The **CONTRACTOR** will assist the **COMMISSION** in identifying funds available to cover any **COMMISSION** responsibility to the **CONTRACTOR**. These funds may include but are not limited to "OPA 90" reimbursement or USEPA Hazardous Materials Cleanup Reimbursement funds.
- F. The **CONTRACTOR** 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** annually before each January 10th 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 failure to adopt these procedures individually or collectively 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 **CONTRACTOR** relating to Incidents shall be available for inspection by authorized representatives of the **COMMISSION** at all reasonable times, and the **CONTRACTOR** agrees to furnish the **COMMISSION** with such records, reports or tabulations of services rendered under the contract as the **COMMISSION** may reasonably require.
- H. With all responses, the **CONTRACTOR** will provide to the **COMMISSION** a narrative and pictures of the Incident, the Contractor's actions, disposal manifests and a copy of all invoices sent to the Responsible Party. Completion reports and any related invoices applicable to the **COMMISSION** pursuant to the terms of this Agreement shall be submitted to the **COMMISSION** by the **CONTRACTOR** within five (5) business days of the conclusion of the **CONTRACTOR'S** work related to the Incident. If the work is on-going for more than a week, a weekly report must be submitted to the **COMMISSION**; until such time as the **CONTRACTOR** completes all required work.
- I. The **CONTRACTOR** agrees that the **COMMISSION** may set off the amount of any state tax liability or other obligation of the **CONTRACTOR** or its subsidiaries to the Commonwealth against any payments due the **CONTRACTOR** under any contract with the **COMMISSION**.

#### Duration of Agreement and Renewal

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

The Effective Date shall be fixed by the **COMMISSION** after the Agreement has been fully executed by the **CONTRACTOR** and by the **COMMISSION**, and after all approvals required by the **COMMISSION** contracting procedures have been obtained.

The term may be extended for \_\_ ( ) \_\_-year extension by a writing signed by both parties.

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

The **COMMISSION** agrees that the **CONTRACTOR** may be called in the event of an Incident involving the spill or release of any material upon the above listed section of the Pennsylvania Turnpike System. The **COMMISSION** will notify the proper local, State, and Federal Agencies when a spill or release occurs.

Execution of this Agreement by the **CONTRACTOR** and the **COMMISSION** shall act as an automatic termination of all prior Agreements between the parties as of the date of execution of this Agreement.

Termination

The **COMMISSION** has the right to terminate this Agreement for cause, whether it is for a breach of any term of this Agreement or other rights reserved under the law, upon notice to the **CONTRACTOR** by certified mail. In addition, the **COMMISSION** has the right to terminate this Agreement without cause upon thirty- (30) day's prior written notice by certified mail to the **CONTRACTOR**. The **CONTRACTOR** has the right to terminate this Agreement with or without cause upon sixty- (60) day's prior written notice to the **COMMISSION**. However, the **COMMISSION** may compel the **CONTRACTOR** to continue under the terms of this Agreement until such time as a competent replacement Hazmat Responder is engaged under contract.

Insurance

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

Assignment and Delegation

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

Governing Law

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

Observance of Laws

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

Audit/Retention of Records

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.

Dispute Resolution

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

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

### Indemnification

The **CONTRACTOR** shall be responsible for, and shall indemnify, defend, and hold harmless the **COMMISSION** and its Commissioners, officers, employees, and agents (the “Indemnified Parties”) from all claims, liabilities, damages, and costs including reasonable attorneys’ fees, for bodily injury (including death) and damage to real or tangible personal property arising from or related to the negligence or other tortious acts, errors, and omissions of the **CONTRACTOR**, its employees, or its subcontractors while engaged in performing the work of this Agreement or while present on the **COMMISSION**’s premises, and for breach of this Agreement regarding the use or disclosure of proprietary and confidential information where it is determined that the **CONTRACTOR** is responsible for any use of such information not permitted by this Agreement. This indemnification obligation shall not be reduced in any way by any limitation on the amount or type of damages, compensation, or benefits payable by the **CONTRACTOR** or its subcontractors under any employee benefit act including but not limited to workers’ compensation acts, disability benefits acts, or other employee benefit act.

### Contractor Integrity Provisions

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

### Confidentiality Provisions

1. As a consequence of the performance of its duties with the **COMMISSION**, **CONTRACTOR** may learn, be given, or become aware of certain information, including, but not limited to, matters pertaining to internal communications, information, proprietary information, individually identifiable health information, trade practices, business operations, or other sensitive information collectively known as Confidential Information. Regardless of how transmitted or received by **CONTRACTOR**, whether by receipt, sending, or merely becoming available to **CONTRACTOR** through its relationship to the **COMMISSION**, **CONTRACTOR** agrees to maintain and treat as proprietary and confidential to the **COMMISSION** all such Commission Confidential Information, and shall not discuss, reveal, or use for any purpose outside the performance of its contract with the **COMMISSION** such Commission Confidential Information. Confidential Information shall not include any information that (i) is or becomes available to the public other than as a consequence of a breach by any individual, a partnership, a corporation, an association, a limited liability company, a joint stock company, a trust, a joint venture, an unincorporated organization (each a “Person”) of any fiduciary duty or obligation of confidentiality, including, without limitation, catalogues, publications, product descriptions and sales literature that the **COMMISSION** has distributed to the public generally; or (ii) information which at the time of disclosure to the **CONTRACTOR** is in the public domain; or (iii) is disclosed as required by a final, unappealable court order and no suitable protective order, or equivalent remedy, is available, or (iv) the **CONTRACTOR** was aware of prior to its disclosure to the **CONTRACTOR** by the **COMMISSION** from a source not bound by a confidential obligation and the **CONTRACTOR** provides the **COMMISSION** written notice of such fact prior to the execution of this Agreement or promptly upon the **CONTRACTOR**’s learning that the

information was Confidential Information; or (v) information which the **CONTRACTOR** can demonstrate with competent written evidence was independently developed by or for the **CONTRACTOR** without use of or reliance on the Confidential Information.

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

a) require all of its employees to maintain such confidentiality;

b) take appropriate action against its employees, officers, and subcontractors for any and all violations of this Agreement.

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

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

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

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

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

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

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

#### Entire Agreement

This Agreement, together with any writings either attached as exhibits or incorporated by

reference, constitutes the entire understanding between the parties and there are no other oral or extrinsic understandings of any kind between the parties.

Modification

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

[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]

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

ATTEST:

PENNSYLVANIA TURNPIKE COMMISSION

\_\_\_\_\_  
Ann Louise Edmunds  
Assistant Secretary-Treasurer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Leslie S. Richards  
Chair

\_\_\_\_\_  
Date

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
Albert C. Peters II  
General Litigation & Contracts Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Pennsylvania Attorney General

\_\_\_\_\_  
Date

ATTEST:

**COMPANY**

Signature\_\_\_\_\_

\_\_\_\_\_  
Date

Signature\_\_\_\_\_

\_\_\_\_\_  
Date

Name\_\_\_\_\_

Name\_\_\_\_\_

Title\_\_\_\_\_

Title\_\_\_\_\_

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

## CONTRACTOR INTEGRITY PROVISIONS

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

**I. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

- a. “Affiliate”** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
- b. “Consent”** means written permission signed by a duly authorized officer or employee of the Commission, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commission shall be deemed to have consented by virtue of the execution of this contract.
- c. “Contractor”** means the individual or entity, that has entered into this contract with the Commission, and “Contractor Related Parties” means any affiliates of the Contractor and the Contractor’s executive officers, Pennsylvania officers and directors, or owners of 5% or more interest in the Contractor
- d. “Financial Interest”** means either:
  - i. Ownership of more than a five percent interest in any business; or
  - ii. Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
- e. “Gratuity”** means tendering, giving, or providing anything of monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. See Commission Policy 3.10, Code of Conduct.
- f. “Non-bid Basis”** means a contract awarded or executed by the Commission with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1.** Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or



regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commission.

2. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor activity with the Commission and Commission employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
3. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of the Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.; the State Adverse Interest Act, 71 P.S. §776.1 et seq.; Commission Policy 3.10, Code of Conduct or in violation of any other federal or state law in connection with performance of work under this contract, except as provided in this contract.
4. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commission in writing and the Commission consents to Contractor's financial interest prior to Commission execution of the contract. Contractor shall disclose the financial interest to the Commission at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
5. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Entities have not:
  - a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - b. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - c. had any business license or professional license suspended or revoked;
  - d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - e. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the

Commission will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commission in writing if at any time during the term of the contract it becomes aware of any event which would cause the Contractor's certification or explanation to change. Contractor acknowledges that the Commission may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

6. Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
7. When Contractor has reason to believe that any breach of ethical standards as set forth in law, Commission Policy 3.10, Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commission officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commission contracting officer or the Chief Compliance Officer in writing.
8. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commission in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commission for the reasonable costs of investigation incurred by the Chief Compliance Officer for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commission that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
9. Contractor shall cooperate with the Chief Compliance Officer in investigating any alleged Commission agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Chief Compliance Officer, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Chief Compliance Officer to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in

any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commission and any such subcontractor, and no third party beneficiaries shall be created thereby.

- 10.** For violation of any of these Contractor Integrity Provisions, the Commission may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commission may have under law, statute, regulation, or otherwise.



**PENNSYLVANIA TURNPIKE COMMISSION  
EMERGENCY SPILL RESPONDER QUESTIONNAIRE  
RFP #17-ESRP-8101**

**Coverage Area: East of the Fort Littleton Interchange (MP 189.5) to the Reading Interchange (MP 286.1, including the Reading interchange), including 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\_\_\_  
If answer is yes, give number of years until renewal. \_\_\_\_\_

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

9. 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.

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

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

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

12. The Commission will also take into consideration consider whether the firm has a hazardous material response team certified in accordance with Pennsylvania's Hazardous Material Emergency Planning and Response Act, 35 P.S. § 6022.101-.307 (known as "Act 165 Certification"). The Commission prefers, but does not require, that Proposers obtain and maintain Act 165 Certification. Please complete A, B and C below.

- A. Is your organization PEMA certified under Act 1990-165? YES\_\_\_NO\_\_\_
- B. If so, when did you receive certification? \_\_\_\_\_
- C. When does your PEMA certification expire? \_\_\_\_\_

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

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

14. 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 \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

15. Has your company ever been charged with any local, state or federal violations?  
Yes \_\_\_\_\_ No \_\_\_\_\_ If so, please provide explanation.

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

16. 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 \_\_\_\_\_

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

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

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

19. Identify how you would treat, transport, store, and dispose of the waste from an accident involving diesel fuel and petro-sorb.

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

20. Total Number of HAZMAT Technicians that are full time employees? \_\_\_\_\_

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

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

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

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

23. Have you, any principal officer(s), or key employee(s) ever pleaded *nolo contendere* or guilty or been convicted of a crime(s) involving dishonesty or false statement? YES\_\_\_ NO\_\_\_

24. Has your company 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\_\_\_

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

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

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

28. Does your team have a written procedure for DECON? YES\_\_\_ NO\_\_\_

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

30. 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 Personal Protective Equipment (PPE) YES\_\_\_ NO\_\_\_
- h. Use of Self Contained Breathing Apparatus (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\_\_\_

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

- a. Hazard-Material Incident Commander \_\_\_\_\_
- b. Hazard-Material Specialist \_\_\_\_\_
- c. Hazard-Material Technician \_\_\_\_\_
- d. Hazard-Material Operations \_\_\_\_\_
- e. Hazard-Material Awareness \_\_\_\_\_
- f. Dept. of Health Emergency Medical Technician (EMT) \_\_\_\_\_
- g. National Incident Management System (NIMS) 700 \_\_\_\_\_
- h. National Incident Management System (NIMS 100) \_\_\_\_\_
- i. National Incident Management System (NIMS 200) \_\_\_\_\_
- j. National Incident Management System (NIMS 300) \_\_\_\_\_
- k. National Incident Management System (NIMS 400) \_\_\_\_\_
- l. Traffic Incident Management (TIM) \_\_\_\_\_

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

33. Does your company perform any After Action Reviews of incident responses? If so, describe how often:  
YES \_\_\_\_\_ NO \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**MEDICAL SURVEILLANCE PROGRAM:**

- 1. Has your company 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 each Team Member receive complete physicals, in accordance with OSHA standards, prior to responding to incidents?  
YES \_\_\_\_\_ NO \_\_\_\_\_



4. Does your medical surveillance program for employees comply with the OSHA regulations applicable to Hazardous Material Response Teams?

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 designated personnel trained in emergency first aid?

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

3. Are 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. Are 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 \_\_\_\_

### **PROGRAM REVIEW**

Does your company 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.

**[SIGNATURES ARE SET FORTH ON THE NEXT PAGE]**

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 Response Provider 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 company.

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

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



## PENNSYLVANIA TURNPIKE COMMISSION HAZARDOUS MATERIAL RESPONSE GUIDELINES

**Subject:** Dispatch Response for Hazardous Material Incidents

**Purpose:** These guidelines are provided by the Operations, Safety and Incident Department to help determine the appropriate type of Spill Response Team needed at an incident.

### **HAZARDOUS MATERIAL:**

Any material transported for commercial purposes that when released from its container can cause harm to humans or the environment. Diesel fuel, gasoline, and motor oil used to power motor vehicles are generally excepted from this definition, unless or until they are released from the vehicle onto the ground or into a waterway.

### **MITIGATION:**

Any actions to contain, control, 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 cool containers.

### **REMEDIATION:**

To reduce contaminant concentrations in impacted media (i.e., soil, roadway, groundwater, surface water, etc.) to levels that do not pose a risk to human health or the environment. Remediation is also referred to as site clean-up.

### **EMERGENCY:**

Sudden unforeseen event needing prompt action, without which public health and safety may be jeopardized. Emergencies include situations in which extremely hazardous materials have been released or situations in which hazardous materials threaten human health or the environment as a result of their presence on or movement toward the roadway, inhabited areas, or waterways.

### **HAZARDOUS MATERIAL RESPONSE TEAMS (“HMRTs”):**

These are teams certified by the Commonwealth of Pennsylvania under the Hazardous Material Emergency Planning and Response Act (commonly known as “Act 165”) to perform mitigation of a hazardous material spill in an emergency. These teams may or may not perform remediation (clean-up) work after the hazardous materials have been contained and controlled. HMRTs are also referred to as “Emergency Spill Response Teams.”

### **CONTRACTED SPILL RESPONSE TEAMS:**

These are teams with which the Commission has contracted to perform *mitigation* and/or remediation of areas contaminated with Hazardous Materials, including products such as diesel fuel, gasoline and motor oil. Not all of the Commission’s Contracted Spill Response Teams are certified under Act 165 to perform mitigation.

### **RESPONSIBLE OWNER/OPERATOR:**

In accordance with Act 165, response costs incurred by a certified HMRT or a Contracted Spill Response Team (or both) may be recovered from the person who causes a release of a Hazardous Material. The responsible person is typically the owner or operator of the vehicle from which the Hazardous Material was released. To help initiate and expedite remediation, the Traffic



## PENNSYLVANIA TURNPIKE COMMISSION HAZARDOUS MATERIAL RESPONSE GUIDELINES

Operations Center should be advised immediately of the name of the owner and/or operator of the vehicle from which the hazardous material is leaking. The assigned spill response team then should be notified of the identities of the owner and/or operator so that the HMRT and/or Contracted Spill Team may begin negotiating a contract to confirm financial responsibility.

### **VEHICULAR FLUID SPILLS:**

Vehicular fluid spills are releases of fluids used in a vehicle's operation (e.g., fuel, transmission fluid, radiator fluid, brake fluid, battery acid, windshield washer fluid, hydraulic fluid, etc). Vehicular fluids are considered hazardous materials when spilt.

If the Vehicular Fluid Spill consists of less than Twenty-Five (25) gallons and is confined to the pavement, our maintenance personnel can generally perform mitigation and remediation defensively. However, if the supervisor believes the services of the Contracted Spill Response Team are needed because of a particular vulnerability to human health or the environment, he or she may request that the Contracted Spill Response Team be dispatched to the location.

If the Vehicular Fluid Spill consists of more than Twenty-Five (25) gallons or is not confined to the pavement, the Contracted Spill Response Team must be contacted and dispatched to the location.

### **HAZARDOUS MATERIALS CARGO SPILL:**

A release of a hazardous material, when transported for commercial purposes, that is capable of posing an unreasonable risk to health, safety, and/or property.

Any Hazardous Materials Cargo Spill requires notification to our Traffic Operations Center (TOC). The TOC will notify the respective County Communication Center to request dispatch of its HMRT. The HMRT will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

### **COMBINATION SPILL:**

A spill consisting of a mixture of vehicular fluids and hazardous material(s) cargo.

Any Combination Spill requires notification to our TOC. The TOC will notify the respective County Communication Center to request dispatch of its HMRT. The HMRT will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

### **MULTIPLE SPILL TEAM RESPONSES:**

In the case of a **Hazardous Materials Cargo Spill** or **Combination Spill**, when a County HMRT is on scene performing mitigation, the on-site supervisor should evaluate whether a Contracted Spill Response Team is needed for the remediation (clean-up) of the area. **The County HMRT will be responsible for the immediate control and containment of the Hazardous Material(s) or other substances, and our Contracted Spill Response Team will be responsible for the remediation (clean-up) of the area. In some cases where the HMRT is also contracted with the Commission, this could be the same team.**

For all **Vehicular Fluid Spills, Hazard Materials Cargo Spills, and Combination Spills**, of which the Commission becomes aware, the Commission's Contracted Spill Response Team will be responsible for the remediation (clean-up). If a customer and/or company requests that its own spill response team be utilized, the Commission's personnel must deny the request.

## DEFINITIONS

All capitalized terms used in this Request for Proposals shall have the meanings set forth below. Unless otherwise expressly stated to the contrary herein, references to Sections, Appendices and Forms are references to sections, appendices and forms of this Request for Proposals.

**Combination Spill** = A spill consisting of a mixture of vehicular fluids and hazardous material(s) cargo.

Any Combination Spill requires notification to our TOC. The TOC will notify the respective County Communication Center to request dispatch of its HMRT. The HMRT will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

**Emergency Spill Response Providers (ESRP)** = Also known as Contracted Spill Response Teams (CSRT) are teams with which the Commission has contracted to perform mitigation and/or remediation of areas contaminated with Hazardous Materials, including products such as diesel fuel, gasoline and motor oil. Not all of the Commission's Contracted Spill Response Teams are certified under Act 165 to perform mitigation.

**Emergency** = Sudden unforeseen event needing prompt action, without which public health and safety may be jeopardized. Emergencies include situations in which extremely hazardous materials have been released or situations in which hazardous materials threaten human health or the environment as a result of their presence on or movement toward the roadway, inhabited areas, or waterways.

**Emergency Response Program Manager (ERPM)** = Manages the Emergency Spill Response contracts and serve as first point of contact for operational issues between a CSRT and the Commission.

**Generator** = A person or company that produces or creates a residual waste.

**Hazardous Material** =

1. Defined in sample ESRP Agreement as: The term "Hazardous Material" for the purposes of this Agreement shall mean any substance or combination of substances coming under the jurisdiction of the Hazardous Materials Transportation Advisory Committee and the Pennsylvania Department of Transportation under the act of the Pennsylvania Legislature commonly known as the Hazardous Materials Transportation Act (75 Pa. C.S.A. Section 8301, et seq.), specifically excluding substances or combinations of substances which constitute "Radiological" or "Biological" hazards.)
2. Defined in PA. Turnpike Contracted Spill Team Guidelines as: Any material transported for commercial purposes that when released from its container can cause harm to humans or the environment. Diesel fuel, gasoline, and motor oil used to power motor vehicles are generally excepted from this definition, unless or until they are released from the vehicle onto the ground or into a waterway.
3. Defined by the Pennsylvania Department of Transportation as: A material that has been determined by the Department of Transportation that is capable of posing an unreasonable risk to people or the environment when transported.
4. Any material transported for commercial purposes that when released from its container can cause harm to humans or the environment. Diesel fuel, gasoline, and motor oil used to power motor vehicles are generally excepted from this definition, unless or until they are released from the vehicle onto the ground or into a waterway.

**Hazardous Material Cargo Spill** = A release of a hazardous material, when transported for commercial purposes, that is capable of posing an unreasonable risk to health, safety, and/or property.

Any Hazardous Materials Cargo Spill requires notification to our Traffic Operations Center (TOC). The TOC will notify the respective County Communication Center to request dispatch of its HMRT. The HMRT will perform mitigation work at the site of the spill, but may or may not perform the remediation (clean-up) work.

**Hazardous Material Response Teams (HMRT)** = These are teams certified by the Commonwealth of Pennsylvania under the Hazardous Material Emergency Planning and Response Act (commonly known as “Act 165”) to perform mitigation of a hazardous material spill in an emergency. These teams may or may not perform remediation (clean-up) work after the hazardous materials have been contained and controlled. HMRTs are also referred to as “Emergency Spill Response Teams.”

**Hazardous Waste** =

1. In accordance with PADEP’s definition listed 25 Pa. Code § 287.1
2. is a material that is being discarded and is “Listed” or “Characteristic” and must be shipped using a Hazardous Waste Manifest.
3. For the purposes of this contract, Residual Waste, as defined by PADEP, resulting from an incident (vehicular fluid spills) on the turnpike is to be considered in this category as well.

**Incident Action Plan (IAP)** = formally documents incident goals (known as control objectives in NIMS), operational period objectives, and the response strategy defined by incident command during response planning.

**Mitigation** = Any actions to contain, control, 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 cool containers.

**Multiple Spill Team Responses** = In the case of a Hazardous Materials Cargo Spill or Combination Spill, when a County HMRT is on scene performing mitigation, the on-site supervisor should evaluate whether a Contracted Spill Response Team is needed for the remediation (clean-up) of the area. The County HMRT will be responsible for the immediate control and containment of the Hazardous Material(s) or other substances, and our Contracted Spill Response Team will be responsible for the remediation (clean-up) of the area. In some cases where the HMRT is also contracted with the Commission, this could be the same team.

For all Vehicular Fluid Spills, Hazard Materials Cargo Spills, and Combination Spills, of which the Commission becomes aware, the Commission’s Contracted Spill Response Team will be responsible for the remediation (clean-up). If a customer and/or company requests that its own spill response team be utilized, the Commission’s personnel must deny the request.

**Pa. Turnpike Rules and Regulations** = Can be found at the following link:  
[https://www.paturnpike.com/travel/traffic\\_rules\\_regulations.aspx](https://www.paturnpike.com/travel/traffic_rules_regulations.aspx)

**Remediation** = To reduce contaminant concentrations in impacted media (i.e., soil, roadway, groundwater, surface water, etc.) to levels that do not pose a risk to human health or the environment. Remediation is also referred to as site clean-up.

**Responsible Party** =

1. The Pennsylvania Department of Environmental Protection (PADEP) defines this as the individual/company responsible for a spill or release of a substance that creates a danger of pollution of the waters of the Commonwealth or damage to property.  
([http://files.dep.state.pa.us/OilGas/BOGM/BOGMPortalFiles/OilGasReports/2012/TAB%20MEE TINGS/FEB202013/FinalSpillPolicy\(2013-01-22\).pdf](http://files.dep.state.pa.us/OilGas/BOGM/BOGMPortalFiles/OilGasReports/2012/TAB%20MEE TINGS/FEB202013/FinalSpillPolicy(2013-01-22).pdf))
2. For the purposes of this contract and the related Commission guidelines for Hazard Material Spills, the Commission refers to the Responsible Party as the Responsible Owner/Operator (ROO), due to confusion with Pa. State Police's definition of Responsible Party for causation of the incident.

**Responsible Owner/Operator (ROO)** = In accordance with Act 165, response costs incurred by a certified HMRT or a Contracted Spill Response Team (or both) may be recovered from the person who causes a release of a Hazardous Material. The responsible person is typically the owner or operator of the vehicle from which the Hazardous Material was released. To help initiate and expedite remediation, the Traffic Operations Center should be advised immediately of the name of the owner and/or operator of the vehicle from which the hazardous material is leaking. The assigned spill response team then should be notified of the identities of the owner and/or operator so that the HMRT and/or Contracted Spill Team may begin negotiating a contract to confirm financial responsibility.

**Vehicular Fluid Spill** = Vehicular fluid spills are releases of fluids used in a vehicle's operation (e.g., fuel, transmission fluid, radiator fluid, brake fluid, battery acid, windshield washer fluid, hydraulic fluid, etc). Vehicular fluids are considered hazardous materials when spilt.

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