

THE SCHOOL DISTRICT OF PHILADELPHIA OFFICE OF CAPITAL PROGRAMS

440 NORTH BROAD STREET, 3RD FLOOR PHILADELPHIA,
PENNSYLVANIA 19130-4015 TELEPHONE (215) 400-4730 /
FAX (215) 400-4731



**REQUEST FOR
PROPOSAL/QUALIFICATIONS
TO PROVIDE
PROFESSIONAL
ENVIRONMENTAL
CONSULTING SERVICES
FOR
HAZARDOUS MATERIALS AND
HAZARDOUS WASTE
MANAGEMENT**

1.0 Subject

The School District of Philadelphia’s (District) Office of Capital Programs is requesting proposals to provide PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT firms for four (4) fiscal years (July 1, 2018 through June 30, 2022).

The School District of Philadelphia, intends to make awards for professional service contracts to one or more vendors who can provide experienced and quality professional consulting services.

(THE SCHOOL DISTRICT OF PHILADELPHIA RESERVES THE RIGHT TO AWARD THIS CONTRACT IN ITS BEST INTEREST.)

The District was designated a distressed school district on December 21, 2001 pursuant to the Pennsylvania Public School Code (PSC), 24 P.S. §6-691(c). The School Reform Commission (SRC) has been established pursuant to PSC, 24 P.S. §6-696, and is responsible for the operation, management, and educational program of the School District pursuant to PSC, 24 P.S. §6-696(e)(1).

2.0 Place and Date of Submission

One (1) original and four (4) copies each of the Technical Proposal and Fee Proposal shall be submitted in separate sealed envelopes clearly marked: “PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT RFP – **TECHNICAL PROPOSAL**” and “PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT – **FEE PROPOSAL**” with the name of the proposing firm and their address.

**Faxed and electronically transmitted proposals will not be accepted.
Responses must be received by no later than Monday, April 30, 2018 at 3:00 PM.**

The proposal shall be addressed to:

The School District Philadelphia
Office of Capital Programs
440 North Broad Street, "Portal C" Third Floor
Philadelphia, PA 19130
Attn: Francine Locke, Environmental Director

It is the submitting firm's responsibility to ensure timely delivery of the RFP at the designated location. We strongly urge that proposals be hand delivered to avoid delivery delays within the District's mail room. Failure to meet this deadline, unless extended by the District, will result in immediate disqualification. The District reserves the right to accept RFP responses received after this date and time if it is determined to be in the best interests of the School District to do so.

3.0 Questions and Communications

Please include in all e-mail communications regarding this RFP "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT RFP." in the e-mail subject.

All questions must be submitted in writing via e-mail to flocke@philasd.org no later than 10:00am on April 13, 2018. The e-mail must include "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT RFP " in the subject line. The District will not be bound by any oral communications. All responses, including addenda to the RFP, will be provided for every inquiry and posted on the District's website just below the advertisement of the RFP. From the date of release of the RFP to the date of authorization of a contract, there shall be no communication concerning the RFP between prospective respondents and/or their agents or staff with any District staff, except as provided in the RFP. Communication with other District staff is expressly prohibited. Any communication in violation of this provision will not be binding on the District and shall be grounds for immediate disqualification.

4.0 Schedule and Milestone Dates:

Deadline for all RFP Questions	April 13, 2018, 10:00am
Answers to questions posted online	April 17, 2018, 5:00pm
Due date for submission of proposals	April 30, 2018, 3:00pm
Anticipated date of contract award by	June 2018
Anticipated effective date of contract	July 2018

5.0 Project Scope

HAZARDOUS MATERIALS AND WASTE MANAGEMENT

1. The selected Consultant will be required to manage all aspects of Hazardous Materials and Hazardous Waste Management, Environmental Compliance, Hazardous Waste Transportation and Disposal, and the monitoring, completion, and timely submission of all forms and report required by all environmental regulatory agencies. The Consultant must demonstrate in their proposal the following items:
2. The Consultant is ready, willing, and able and has sufficient experience and competence to perform all of the hazardous materials management and waste disposal duties required.
3. The Consultant has the necessary equipment, materials, supplies and facilities to remove, transport, and properly dispose of hazardous waste.
4. The Consultant will be licensed and certified to transport hazardous materials and hazardous waste in the State of Pennsylvania and have the proper insurance for the transportation of hazardous materials.
5. The Consultant, their analytical laboratories, transporters and all disposal facilities used for services are properly permitted and/or certified by all necessary governmental, public, and quasi-public authorities having jurisdiction over them and the services provided.
- 6.. The Consultant must demonstrate three (3) years prior documented experience of a similar Scope and Nature in the following four (4) areas:
 - a. Conduct annual inventories and inspections at all SCHOOL DISTRICT OF PHILADELPHIA sites for the completion of the Pennsylvania Right-to-Know and Hazardous Substance Survey forms. Annual inspections will also be done to ensure environmental and fire code compliance as outlined in 29 and 40 CFR, Title 34 and 25 of the Pennsylvania Code and the Philadelphia Fire Code.
 - b. On request of THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services, conduct investigations, sampling, analysis on any materials located on SCHOOL DISTRICT OF PHILADELPHIA sites and make appropriate recommendations.
 - c. Supply emergency response services twenty-four (24) hours a day, seven (7) days a week. The Consultant will supply personnel who will respond on site and can be contacted twenty-four (24) hours a day.
 - d. Provide all necessary labor, equipment, supervision, materials and transportation for the proper packaging, labeling, collection, transporting, testing, storage, disposal of all hazardous waste generated at designated SCHOOL DISTRICT OF PHILADELPHIA locations.

7. The Consultant will provide and maintain a sufficient organization, personnel, and management to carry out the requirements of this RFP/RFQ. The Consultant will assign personnel having the necessary experience, skill and knowledge required to perform the respective services.
8. The Consultant shall provide documentation that employees have obtained the required licenses and training for the work performed by them pursuant to this RFP/RFQ and have received OSHA required medical exams and have successfully completed forty (40) hours of hazardous waste training and 8 hour refreshers as provided for in the Hazardous Waste Operations and Emergency Response Act, 40 CFR Section 1910.120.
9. The Consultant has thoroughly familiarized itself with all Federal, State, and Local laws, ordinances, codes, rules, regulations, actions, orders, and permits applicable to the packaging, labeling, collection, transportation, treatment, testing, storage, disposal manifesting, and permitting of universal and hazardous waste.
10. The Consultant is thoroughly familiar with local conditions under which the services required hereunder are to be performed.
11. Upon request, the Consultant will promptly furnish THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services, any such additional information as is reasonably necessary to verify the Consultant's ability to perform the services required under this contract.
12. During the performance of its services, the Consultant will comply with all Federal, State, and Local laws, ordinances, codes, rules, regulations, actions, orders, and permits pertaining to the packaging, labeling, collection, transportation, treatment, testing, storage, disposal, manifesting and permitting of hazardous waste, including, but not limited to, the following:
 1. Resource Conservation and Recovery Act (RCRA) 40 CFR/42 USCA
 2. Superfund Amendments Reauthorization Act (SARA Title III) 40 CFR/42 USCA
 3. Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund) 40 CFR/42 USCA
 4. Pennsylvania Code Title 34 Labor and Industry
 5. Environmental Resources Hazardous Waste Regulation
 6. Department of Transportation Regulations
 7. Hazardous Waste 40 CFR
 8. Occupational Health and Safety (OSHA) 29 CFR

9. Proposal Requirements

Technical proposals shall provide the following required information and adhere to the following organization in the proposal by providing **tabs** for sections listed below as noted.

Tab 1– Cover Letter, Table of Contents and Legal Structure of Firm

- Provide a cover letter that references the RFP and confirms that all elements of the RFP have been read and understood. The cover letter shall be signed by an individual authorized to contractually bind the proposer and shall include Attachment F (Acceptance of Terms and Conditions of the Contract). In the event that the firm does not provide signed and sealed Attachment F, the District will deem the firm’s proposal non-responsive to the RFP.
- Identification of the legal structure of the firm, or consortium of firms, making the proposal. Discuss the organizational structure for the project, the management approach and how each partner and major subcontractor in the structure fits into the overall team.
- Table of Contents

Tab 2 – Experience

Provide the following specific information:

- Prior PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT projects for similar organizations.
- (minimum 3 projects).
- Sample reports:
 - Include examples of Chain of Custody, Manifest and Sample Analysis
- An outline of how firm will implement items in section 5.0

Tab 3 – Project Organization, Personnel Experience, and Qualifications

Define the key personnel who will perform the tasks outlined in the scope of this RFP, the decision-making ability in the process, and the qualifications of the key personnel. At a minimum, include the following:

- Project Manager’s qualifications and experience in developing and managing PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT projects, and the minimum educational requirements for this position.
- Organization Chart to include key personnel responsible for completing all tasks of this RFP as outlined in the Scope.

- Key personnel experience and educational requirements.
- “Certificate of Authorization” from the State granting the authority of the proposing Laboratory firm to provide testing and analytical services in the Commonwealth of Pennsylvania.
- Three references of PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT projects similar to the requirements of this RFP with other school districts. (Do not list School District of Philadelphia references).

Tab 4 – Project Schedule and Plan

Provide a conceptual schedule and plan that includes the following:

- Sample collection and transport to laboratory Plan
- Laboratory analytical timeframes and reports
- Data Management and communication with District
- Data Reporting and public communication
- Final Report submission

Tab 5 – Proof of Current Insurance Coverage

The firm shall provide a Certificate(s) of Insurance reflecting current insurance coverage of the firm for the following:

- Workers’ Compensation and Employees’ Liability Insurance
- Commercial General Liability Insurance
- Automobile Liability Insurance
- Professional Liability Insurance
- Excess Umbrella Insurance

Successful proposer(s) must provide evidence of current insurance coverage prior to the execution of the Contract for the PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT firm. The amounts and types of such insurance coverage are as indicated in the consulting services sample Contract that will be posted with this RFP.

Tab 6 – Good Standing or Subsistence Certificate

All firms must submit a copy of their firm’s Good Standing or Subsistence Certificate issued by the Pennsylvania Department of State, Corporation Bureau. You can contract the Corporation Bureau at (717) 787-1057 or you can go online and order the Certificate. You may have to register your company before ordering.

Tab 7 – Completed Executed Attachments

The RFP proposing firm shall complete attachments as follows:

1. Attachment A – Complete the Disclosure of Ownership form.
2. Attachment B – Equal Opportunity
3. Attachment C – Review and sign the Anti-Discrimination Policy.
The proposer shall not discriminate in employment and shall abide by all anti-discrimination laws.
4. Attachment D – MBE/WBE Participation Plan
5. The MBE/WBE Participation Goal will be set for the entire duration of the project. See Attachment “C”, ANTI- DISCRIMINATION POLICY, for details. Proposers must complete and sign Attachment “D”, MBE/WBE Participation Plan. Proposers shall identify the specific firms that make up its commitment to the percentage goals stated. Do not put TBD (to be determined) for M/WBE participation goals. Goals are scored by the % provided in Attachment “D”, M/WBE Participation Plan of your Proposal.
6. Attachment F – Acceptance of Terms and Conditions of the Contract
In the event that the firm does not provide signed and sealed Attachment F, the District will deem the firm’s proposal non-responsive to the RFP.
7. Attachment G – City of Philadelphia Tax Compliance Certificate
The District will not enter into a contract with a firm, business, or other legal entity that has not submitted a copy of its “Certificate of Tax Clearance” with the City of Philadelphia to the District. See the attachment for the City of Philadelphia website to obtain the certificate and the City of Philadelphia Department of Revenue Tax Clearance Unit phone number.
8. Attachment H- Fee Schedules for PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT
(Must be separate from proposal)

Tab 8 – Acknowledgement of Receipt of Addenda (if any)

The firm will acknowledge and list the number of addenda received.

Tab 9 – Company’s Financial Statements

The proposing firm must provide a copy of the most current financial statement. Audited financial statements are preferred. If not available, provide reviewed financial statements or compilation.

10. Fee Proposal

Firms responding to the RFP shall complete and return a separate fee proposal in a separate sealed envelope at the same time as their technical proposals. **If it is deemed to be in the best interest of the District, the District may select one or more vendors for these services. In addition, the District does not guarantee any amount or percentage of the work to any vendor.**

All fees are to be provided on the “ fee template” provided (Attachment H) in this RFP. All fee line items must be completed and no changes, deletions or exceptions to the fee schedule will be accepted.

All proposed fees should cover all related overhead, profit, supplies, materials, travel, etc., for performance of work required.

FEE SCHEDULE (ATTACHMENT H) - The information requested in this section is for THE SCHOOL DISTRICT OF PHILADELPHIA’s use only. These schedules will be used for evaluation and not as the sole criteria for an award. This portion of the proposal must be bound and sealed separately from the remainder of the proposal and both are to be received by the submission deadline. Information for the cost and price analysis evaluation must be submitted on the completed cost breakdown form(s) and fee schedules included in this RFP/RFQ. Only one (1) price per line item is permitted.

All fees are to be based on each unit identified as Per Hour, Per Day, Per Week and/or Per Sample as listed in the fee schedule.

Respondents are not permitted to place minimum or maximum values to any line item listed in the fee schedule.

Rates and costs provided on the form(s) should cover all related overhead, profit, supplies, materials, travel, etc., for performance of work required. Request for compensation beyond that stated on the Cost Breakdown form will be rejected. Costs shown on the Cost Breakdown form(s) will remain firm and fixed for the duration of this contract except that costs shown will increase or decrease each year in accordance with the CPI-U Index. Prices for each of the option years will be adjusted (increased or decreased) according to the corresponding increase or decrease in the CPI-U Index “All Urban Consumers, All Items, Philadelphia, Wilmington, Atlantic City, PA-DE-NJ-MD” for the previous twelve month period from April to April.

All fees are to be based on each unit identified as Per Hour, Per Day, Per Week and/or Per Sample as listed in the fee schedule.

Respondents are not permitted to place minimum or maximum values to any line item listed in the fee schedule.

7.1 Personnel

List individuals from your company (with employment history) who will be working on District projects. For each individual, provide a brief resume that includes the following: Education, Experience, Certification(s), and the responsibilities each will be assigned. A copy of any Employee Certifications and all Laboratory Certifications should be included along with other documentation.

8.0 Evaluation Criteria

The selection committee will review all RFP submittals and assign a technical score based on the evaluation criteria and the weighting for each section described, including:

- a. Qualifications of the personnel and education of the key team members to provide the services being proposed.
- b. Proposer's ability to responsibly manage the completion of the proposed programs.
- c. Ability to support meeting M/WBE goals for the project as a whole.
- d. Extent and depth of experience specific PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT" as outlined in the Scope section of this RFP.
- e. Level of client satisfaction determined from supplied references (3 minimum)
- f. Quality of proposal depth response to Section 5.0, Project Scope.

9.0 Selection Procedure

The District may at any time terminate the RFP process provided for herein for any reason or no reason in the sole discretion of the School District. The receipt of proposals or other documents by proposers during any state of the RFP process will in no way obligate the School District to enter into any agreement with any proposer or make the District liable for any proposer costs.

Stage 1:

Step 1: Technical proposals of firms will be evaluated by the selection committee and ranked on the basis of their technical qualifications and suitability for this assignment.

Stage 2:

If the District cannot reach an agreement on fee with that firm, negotiations with that firm shall be terminated. Each technical proposal will be reviewed by a selection committee to determine responsiveness. Proposals deemed non-responsive will be rejected without evaluation. The District reserves the right to reject any or all proposals when such rejection is in the best interest of the District. A responsible proposal is complete and addresses all requirements of the RFP. The District reserves the right to waive any informalities and technicalities in the RFP process or any non-material defects in proposals.

If for any reason whatsoever, the District rejects the proposer's proposal, the proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its proposal preparation costs. By submitting its proposal, the proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this paragraph. By submitting its proposal, the proposer further expressly states that should it file, initiate, or persuade another to file, initiate or in any other manner pursue or encourage any lawsuit or that such filing, initiating, or other pursuit constitutes a breach of its agreement with the District and that it will be liable for damages incurred by the District arising from the breach of this agreement including, but not limited to, the District's attorneys' fees and costs of defending such action.

The District may at any time terminate the RFP process provided for herein for any reason or no reason in the sole discretion of the District. The receipt of proposals or other documents by proposers during any state of the RFP process will in no way obligate the District to enter into any agreement with any proposer or make the District liable for any proposer costs. The District may alter these and any other procedures as it deems necessary and appropriate. The District will evaluate all proposals based on a number of factors to determine what is in the best interests of the District.

If the selected firm(s) are approved by the School Reform Commission, the District will notify the successful proposer(s) of the award and prepare and distribute the necessary contract documents for execution. The unsuccessful proposers will be notified by letter after the awarding of the contract.

ATTACHMENT "A"

**DISCLOSURE OF OWNERSHIP
FOR PROFESSIONAL AND CONSULTING SERVICES**

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In submitting its proposal, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted in this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. If the business is a corporation, check here ___ and complete the following:

If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list the names of each person who possesses either normal or beneficial ownership of 5% or more of the Corporation's stock (listed below). If none, type or print "none" in space below.

Is the Corporation listed on the New York Stock Exchange? yes ___ no

If the Corporation is listed on an exchange other than the NYSE, list the name of the exchange

Name

% Interest

2. If the business is a partnership, check here ___ and complete the following:

The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "none" in space below.

Name

% Interest

3. If the business is a sole proprietorship, check here ___ and complete the following:

The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "none" in space below.

Name

% Interest

This form is completed and certified as accurate by:

Signature: _____

Title: _____

Date: _____

ATTACHMENT "B"

**EQUAL OPPORTUNITY NON-DISCRIMINATION IN
HIRING NON-DISCRIMINATION IN CONTRACTING**

NOTICE

1) The successful Proposer shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, in the performance of the contract including but not limited to, preparation, manufacturer, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the successful Proposer or its agents, employees or representatives, District shall have the right to terminate the Contract. In the event of the continued refusal on the part of the Proposer to comply with this anti-discrimination provision, the Proposer may be removed from the list of approved bidders of District

2) The successful Proposer agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

(seal) (Trade Name of Firm)

(seal) (Signature of Owner or Partner)

(Date)

ATTACHMENT "C"

ANTI-DISCRIMINATION POLICY of the SCHOOL DISTRICT OF PHILADELPHIA ADOPTED NOVEMBER 14, 2007

SECTION 1. THE POLICY

It is the policy of the School District of Philadelphia (the "District") acting through and by the School Reform Commission (the "SRC") to ensure equal opportunity in all contracts let by the District (the "Contracts"). In light of this policy, the District has adopted this Anti-discrimination Policy (the "Policy") which is applicable to all Contracts, including but not limited to, Contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the District or its contractors, assignees, lessees and licensees (the "Facilities"); Contracts for professional services and Contracts for the purchase of goods, services, supplies and equipment for the District and the Facilities. The objective of the Policy is the promotion of prime contract and subcontract opportunities for minority and woman-owned business enterprises ("M/W/BEs") that are approved by the District or that are certified by the Minority Business Enterprise Council of the City of Philadelphia, Southeastern Pennsylvania Transportation Authority or any other certifying agency designated by the District in its discretion.

The fundamental requirement of the Policy is that all contractors, vendors and consultants that contract with the District (the "Contractors"), satisfy the District that they will: (1) not discriminate against any person in regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability; and (ii) provide a full and fair opportunity for the participation of M/W/BEs in Contracts. Contractors must demonstrate that the participation of M/W/BEs is "meaningful and substantial" in all phases of a Contract under criteria adopted by the District. "Meaningful and substantial" shall be interpreted by the District as meaning the range of participation that reflects the availability of bona fide M/W/BEs in the Philadelphia Metropolitan Statistical Area. Participation shall be measured in terms of the actual dollars received by M/W/BEs.

As used in this Policy, the word "Contractors" includes any person, firm, partnership, non-profit corporation, for-profit corporation, Limited Liability Company or other legal entity that contracts with the District.

For purposes of this policy, "minority person" refers to the following: African American or Black (persons having origins in any of the Black racial groups of Africa); Hispanic American (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian American (persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka); and Native Americans (which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians).

SECTION 2. PROCEDURES FOR IMPLEMENTATION

1. Articulation of the Policy, Staffing and Reporting

The Office of General Counsel and Office of Small Business Development will develop language to be included in bid solicitations and requests for proposals that clearly sets forth the objective of the Policy (the "Solicitation Language"). District employees shall include the Solicitation Language in all bids, public solicitations, requests for proposals and all communications to potential Contractors, including those who wish to provide professional services to the District. The Policy shall be articulated to the public in general, and to each Contractor, assignee, lessee or licensee doing or seeking to do business with the District. The District may employ additional staff or contract with other public or private entities to assist in the implementation of the Policy. SBD shall provide the SRC with annual reports on the level of M/W/BE participation in all contracting activities.

2. Promotion of M/W/BEs

The District recognizes the importance of having meaningful and substantial M/W/BE participation in all Contracts. To that end, the District will take steps to ensure that M/W/BEs are afforded a fair and equal opportunity to participate. Those steps may include but are not limited to: (i) making public contracting opportunities; (ii) advertising in newspapers and periodicals published by community-based organizations and M/W/BEs; and (iii) designing bid packages in such a way as to promote rather than discourage M/W/BE participation.

3. Contracting Requirements

a. Bids, Request for Proposals, and Public Solicitations

Prior to the dissemination of any bid, request for proposals or public solicitation (the "Solicitation"), the applicable contracting department of the District shall submit proposed ranges of M/W/BE participation in the area to be bid (the "Participation Range") to SBD for approval. The Participation Range, as approved by SBD, shall be included in each Solicitation and, if applicable, the Solicitation shall include the names and addresses of bona fide M/W/BEs that are available for contracting or joint-venture opportunities. Each bidder or respondent shall be required to submit: (i) a plan with its bid or proposal that meets the Participation Range set forth in the Solicitation and lists the names, addresses, dollar amounts and scope of work to be performed by M/W/BEs (the "Participation Plan"); or (ii) brief narrative explaining its reasons for not submitting a Plan that meets the Participation Range set forth in the Solicitation. Submission of the Participation Plan is an element of responsiveness. Failure to submit a completed Participation Plan or a narrative explaining the reasons that the Participation Ranges could not be met may result in the rejection of a bid or proposal. If the Participation Range in a bid or proposal meets or exceeds the level determined by the District to be meaningful and substantial, there shall be a presumption of compliance with the Policy. If, however, the proposed Participation Range falls below the level determined by the District to be meaningful and substantial, the bidder or respondent must prove to the satisfaction of the District that it did not discriminate in the solicitation of potential subcontractors and/or joint venture partners.

b. Contracts for Professional Services

Contracts for professional services that are not the subject of a Solicitation must also include approval

Participation Plans. If a proposed Contract for professional services is subject to the approval of the Limited Contracts Authority Committee of the District (the "LCA"), the applicable contracting department shall submit a proposed Participation Plan for the written approval of SBD prior to the submission of the Contract to the LCA. In instances where proposed Contract for professional services must be approved by a Resolution adopted by the SRC, SBD's approval of the Participation Plan shall be incorporated into the on-line resolution process prior to the submission of Resolution to the SRC.

4. Sanctions

The Participation Plan shall be a part of each Contract between the District and a Contractor and shall be enforceable as any other contractual term or condition. Sanctions for breach of a Participation Plan may include suspension, cancellation of the Contract and/or disbarment from future contracting opportunities with the District.

EQUAL OPPORTUNITY

A. EQUAL OPPORTUNITY

The School District of Philadelphia (the "School District") is an Equal Opportunity Employer and demands no less of the companies with which it does business. The School District will not do business with companies or persons who unlawfully discriminate on the basis of race, color, national origin, sex, creed, disability, or any other impermissible ground in their hiring, promotion, subcontracting or procurement practices. By submitting any proposal to contract or entering into any contract with the School District, the Respondent (the "Respondent") represents and certifies that Respondent is an Equal Opportunity Employer; and conducts business affairs without improper regard to race, color, national origin, sex, creed, or disability, and has not been debarred, suspended, or declared ineligible to contract by any public or private agency or entity because of the Respondent's discriminatory practices. If the Respondent has been debarred or suspended, Respondent must submit a statement with the bid identifying the debarring or suspending entity and giving the date that the debarment or suspension was or is scheduled to be lifted. All certifications contained in a Respondent's proposal are material representations of fact upon which reliance will be placed if the School District awards a contract pursuant to this Request for Proposals. If it is later discovered or determined that the Respondent knowingly rendered an erroneous certification, then the School District may pursue available remedies, including termination of the contract.

B. NON-DISCRIMINATION

1. Non-Discrimination in Hiring

The Respondent agrees that it will comply with provisions of the Philadelphia Fair Practices Ordinance administered by the Human Relations Commission of the City of Philadelphia, the Pennsylvania Human Relations Act. No. 222, October 27, 1955, as amended, 43 P.S. Section 951 et seq; Title 7 of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 et seq., and all pertinent regulations adopted pursuant to the foregoing in providing equal employment opportunities in connection with all work performed by it pursuant to any contract awarded to Respondent, (the "Contract"). The Respondent therefore agrees:

- (a) That it will not discriminate nor permit discrimination by its agents, servants or employees against any employee or applicant for employment with regard to hiring, tenure or

employment, promotion, or any other terms, conditions or privileges of employment because of race, color, sex, religion, age, national origin, sex, ancestry, handicap or disability and will move aggressively as is hereinafter set forth to prevent same.

- (i) In all publications or advertisements for employees to work at the job site covered by the Contract placed by or on behalf of the Respondent, the Respondent will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability.
 - (ii) The Respondent will notify each labor union or workers' representative from whom it seeks workers of the Respondent's commitment as set forth in its proposal, and request that each union or workers' representative include minority group members and women among its referrals.
 - (iii) The Respondent will hire minority and female workers for the skilled and unskilled jobs required to perform the Contract in proportion to their availability in the relevant labor pools in the Philadelphia Metropolitan Statistical Area, or to their availability in its qualified applicant pool, whichever is greater.
 - (iv) The Respondent will post in conspicuous places available to its employees and to applicants for employment, a notice of fair practices to be provided by the Philadelphia Human Relations Commission.
 - (v) The Respondent will maintain a work environment free of harassment, intimidation and coercion, and will ensure that all on-site supervisory personnel are aware of and carry out Respondent's obligation to maintain such a working environment.
- (b) That it will identify on each certified payroll form submitted to the School District those of its employees who are minority group members and those who are female. As used here, "minority" means African American, Hispanic, Asian, or Native American. The School District shall at all times have access to work site and to the Respondent's employment records to assure compliance with this subsection.
- (c) That it will maintain on forms to be supplied by the School District, the name, race, sex, national origin, skill or craft, address, telephone number, and source of referral of each applicant for employment, which record shall show which applicants were hired.
- (d) (That in the event apprentices are hired in any skilled craft area, the Respondent will endeavor to hire equal numbers of culturally diverse male and female trainees in each skill area.

2. Non-Discrimination in Contracting

It is the policy of the School District of Philadelphia, that business concerns owned and controlled by minority group members and women shall have full and fair opportunity to participate in performance of contracts let by the School District. A Respondent's plan to joint venture with or subcontract to minority and woman-owned firms (M/WBEs) and/or to utilize M/WBEs as sources of supplies, equipment, or services will be a significant part of the evaluation of the Respondent's responsibility.

- (a) The Respondent will consider all proposals from potential M/WBE firms and document on the forms supplied by the School District, the reasons for not entering into a joint venture or subcontract with a M/WBE.
- (b) Respondent to this RFP shall employ the services of Sub-consultant(s), as necessary, to achieve combined Minority Owned Business Enterprise (MBE) and Woman Owned Business Enterprise (WBE) participation goals in a range of 15%-20% of the total amount of services provided. If the Firm is a MBE or WBE firm, then the Firm will have achieved the goal for that category. A non-MBE or WBE firm shall employ a MBE or WBE firm to achieve these goals.**
- (c) The Respondent's agreement to meet the requirements of the Section is a material representation of fact upon which reliance will be placed if a contract is awarded. If it is later determined that the Respondent has not made a good faith effort to comply, within the School District's sole judgment, the School District may pursue available remedies, including suspension or debarment of the Respondent from future School District work as non-responsible.

Liability of Subcontractors

Any subcontractor of the Respondent shall have the same responsibilities and obligations as the Respondent to comply with the provisions of this Section and shall be subject to the same penalties for failure to comply as set forth below.

3. Penalties for Failure to Comply

It is hereby agreed that failure to comply and demonstrate a good faith effort to comply with the foregoing requirements shall constitute a substantial breach of the Contract.

(seal) (Trade Name of Firm)

(seal) (Signature of Owner or Partner)

(Date)

ATTACHEMENT C
SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES

MINORITY/WOMAN-OWNED BUSINESS ENTERPRISE(MWBE) PARTICIPATION PLAN FORM

I. Information in this section refers to the Prime Contractor/Vendor

Company Name _____ Contact Person: _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____
Fax: _____ E-mail: _____
Owner: ___African-American, ___Hispanic, ___Asian, ___Native American, ___Woman, ___Non-Profit, ___Caucasian, ___Other
Federal Tax ID _____ Certifying Agency: _____ Certification No.: _____
Bid Number or Subject of Resolution: _____

II. Information in this section refers to MWBE firms to be used in the performance of this contract.

Company Name: _____ Owner: _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____
Fax: _____ E-mail: _____
Owner: ___African-American, ___Hispanic, ___Asian, ___Native American, ___Woman, ___Non-Profit, ___Caucasian, ___Other
Federal Tax ID _____ Certifying Agency: _____ Certification No.: _____
Description of Work: _____
Dollar Value \$ _____ Percentage of Total Contract _____
Vendor Signature _____

If no commitment, give reasons and supporting documentation(e.g., evidence of contacting MWBEs).

I certify that the information provided is true and correct _____ Date: _____
Authorized Representative

ATTACHMENT "E"

**PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND
HAZARDOUS WASTE MANAGEMENT**

The "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT Contract" shall serve as a "sample" document for the Firms to review. Said "sample" contract shall not be construed as a contract between the Firm and the District.

The Sample Contract will be posted on the website for this RFP.

ATTACHMENT "F"

**ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT FOR
PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS
AND HAZARDOUS WASTE MANAGEMENT**

I have read the "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR HAZARDOUS MATERIALS AND HAZARDOUS WASTE MANAGEMENT *Contract*" and agree to enter into a Contract for this Project under the Terms and Conditions of the CONTRACT and will not take any exceptions to the Terms and Conditions.

Firm Name: _____ Corporate Seal: _____ Affix Here

Signature: _____ Title: _____ Date: _____
(Principal/Owner)

ATTACHMENT "G"

**TAX COMPLIANCE
WITH THE CITY OF PHILADELPHIA**

Provide a copy of your firm's "Certificate of Tax Clearance" with the City of Philadelphia. You can search your firm's tax compliance at the following website:

<https://secure.phila.gov/revenue/TaxCompliance/Header.aspx>

If your firm is compliant, you can print out the "Certificate of Tax Clearance".

If your firm is not tax compliant, please contact the City Revenue Department Tax Clearance Unit at (215) 686-6565.

ATTACHMENT "H"

FEE SCHEDULE

HAZARDOUS MATERIALS MANAGEMENT

HAZARDOUS WASTE TRANSPORTATION AND DISPOSAL
(All unit prices must include transportation and disposal costs)

Labor

1. Project Manager _____ per hour
2. Technical Supervisor _____ per hour
3. Technical Assistant _____ per hour
4. Lab Pack Chemist _____ per hour
5. Remediation Supervisor _____ per hour
6. Remediation Assistant _____ per hour
7. Driver _____ per hour
8. Operator _____ per hour
9. Laborer _____ per hour
10. Clerical (Final Report/Manifest) _____ per hour

HAZARDOUS WASTE DISPOSAL AND TRANSPORTATION:

1. Non-PCB Waste

- Light Ballasts _____ per 5 gallon pail
- Light Ballasts _____ per 10 gallon pail
- Light Ballasts _____ per 20 gallon pail/drum
- Light Ballasts _____ per 30 gallon drum
- Light Ballasts _____ per 55 gallon drum

2. PCB Waste

- Light Ballasts _____ per 5 gallon pail
- Light Ballasts _____ per 10 gallon pail
- Light Ballasts _____ per 20 gallon pail/drum
- Light Ballasts _____ per 30 gallon drum
- Light Ballasts _____ per 55 gallon drum

HAZARDOUS WASTE DISPOSAL AND TRANSPORTATION:

(All Unit Prices will include disposal and transportation costs)

LAB PACK CHEMICALS: TOTAL UNIT PRICE FOR TRANSPORTATION AND DISPOSAL

1. **Flammable Liquids/Solids (40 CFR 261.21)**
D001-(EPA Flammability Code)

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

2. **Corrosive Liquid/solids (40 CFR 261.22)**
D002-(EPA Corrosive Code)

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

3. **Reactive Liquids/Solids (D003)**
(as per 40 CFR 261.23)

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

**4. Toxicity Characteristic Liquid/Solids
(as per 40 CFR 261.24) D004-D043**

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

5. Spent Solvent Waste Liquid (40 CFR 261.31)

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

**6. Acutely Hazardous Waste Liquids/Solids
(40 CFR 261.33) U-Listed**

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

7. Cylinders (Flammable/Non-Flammable Gas)

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

8. Metals (i.e., metallic, mercury, lead shot, etc.) _____ per lb. for Recycling

Mercury Spill Clean Up Kit _____ each

Mercury Contaminated Debris

5 Gallon _____ each

20 Gallon _____ each

30 Gallon _____ each

55 Gallon _____ each

Price Per Pound _____ per lb.

DRUM QUANTITY WASTE STREAMS:
UNIT PRICES FOR TRANSPORTATION AND DISPOSAL

1. PCB Waste

Light Ballasts _____ per drum

55 Gallon Drum

Oil > 50 ppm - < 500 ppm _____ per drum

55 Gallon Drum

Oil >500 ppm _____ per drum

55 Gallon Drum

Solid PCB Waste _____ per drum

55 Gallon Drum

2. Mercaptan Waste _____ per drum

55 Gallon Drum

3. Fluorescent Lamps/HID Lamp _____ per foot

(price per linear foot)

4. Unknown (Price to include Analytical) _____ per lb.

Price per Pound

5. Non-PCB Waste

Light Ballasts _____ per 20 Gallon drum _____ per 55 Gallon drum

BULK QUANTITY WASTE UNIT PRICES FOR

**TRANSPORTATION
AND DISPOSAL**

1. Solid Non-Hazardous _____per ton (price per ton for 1 to 20 tons) Solid
Non-Hazardous _____per ton (price per ton for 21 to 50 tons) Solid Non-Hazardous
_____per ton (price per ton for 51 to 100 tons)
2. Solid (TPH Contaminated) _____ per ton (price per ton for 1 to 20 tons) Solid
(TPH Contaminated) _____ per ton (price per ton for 21 to 50 tons) Solid
(TPH Contaminated) _____ per ton (price per ton for 51 to 100 tons)
3. Solid Hazardous (i.e., D008/Lead_____ per ton (price per ton for 1 to 20 tons) Solid
Hazardous (i.e., D008/Lead_____ per ton (price per ton for 21 to 50 tons) Solid Hazardous
(i.e., D008/Lead_____ per ton (price per ton for 51 to 100 tons)

OIL WASTE UNIT PRICES FOR

**TRANSPORTATION
AND DISPOSAL**

1. 5 Gallon _____ each
2. 20 Gallon _____ each
3. 30 Gallon _____ each
4. 55 Gallon _____ each
5. 100 Gallon _____ each
6. 500 Gallon _____ each
7. 1000 Gallon _____ each

EQUIPMENT RENTAL FEE

- Haz-Cat Kit _____ per day
- Cubic Yard Box _____ per day
- O2/LEL Meter _____ per day
- Mercury Vapor Analyzer _____ per day
- pH Meter _____ per day

Drum Pump _____ per day
Remote Handling Equipment _____ per day
Electric Generator _____ per day
Level A/Explosive Protective Equipment _____ per day
Drum Dumper _____ per day
Vacuum Tanker _____ per day
Roll Off Container _____ per day
Container Rental _____ per day
Backhoe/BOB-CAT _____ per day
Vactor/Guzzler _____ per day
Box Truck _____ per day
Flat Bed Trailer _____ per day
Forklift _____ per day
Pressure Washer _____ per day
Wet/Dry Vacuum _____ per day

SUPPLIES: UNIT PRICES

110 Gallon Enviro Salvage Drum (New) _____ each
85 Gallon Salvage Drum (Metal) (New) _____ each
85 Gallon Salvage Drum (Poly) (New) _____ each
55 Gallon Drum Metal (17C, 17E, 17H) (New) _____ each
30 Gallon Drum Metal (New) _____ each
30 Gallon Drum Fiber _____ each
20 Gallon Drum Fiber , 21-C _____ each
5 Gallon Poly Pail _____ each

Absorbent (Speedy-Dry- 40 pound)_____ each

4 Mil/6 Mil Poly Liner _____ each

Poly Sheeting (Per box 100 foot)_____ each

Sample Bottles _____ each

Absorbent (Sawdust) _____ each

Level C PPE _____ each

DOT/EPA Labels _____ each

BOOMS/PIGS _____ each

Sweeps/Oil Wipes _____ each

"Right to Know" posters _____per hundred

NFPA 701 Diamond labels _____per hundred

Additional Line Items:UNIT PRICES

Bulb Boxes _____ each

15 gallon Drum _____ each

Level C PPE _____ each

Mercury Spill Kit

Glycol Disposal _____ per gallon

Non-PCB Ballast _____ per pound

Lead Acid Batteries/Batteries _____ each

HID Lamps _____ each

U Tubes _____ each

CFB Bulbs _____ each

Broken Bulb Debris _____ per pound

Incandescent Bulbs _____ per pound

Latex Gloves _____ per box

Different size Light Ballast containers _____ 5 gallon

All fees are to be based on each unit identified as Per Hour, Per Day, Per Week and/or Per Sample as listed in the fee schedule.

Respondents are not permitted to place minimum or maximum values to any line item listed in the fee schedule.