

THE SCHOOL DISTRICT OF PHILADELPHIA OFFICE OF CAPITAL PROGRAMS

440 NORTH BROAD STREET, 3RD FLOOR PHILADELPHIA,
PENNSYLVANIA 19130-4015 TELEPHONE (215) 400-4730 /
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**REQUEST FOR
PROPOSAL/QUALIFICATIONS
TO PROVIDE
PROFESSIONAL ENVIRONMENTAL
AND SAFETY PROGRAM TRAINING SERVICES**

1.0 Subject

The School District of Philadelphia’s (District) Office of Capital Programs is requesting proposals to provide PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES firms for five (5) 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 consulting services firm.

(THE SCHOOL DISTRICT OF PHILADELPHIA RESERVES TO 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 AND SAFETY PROGRAM TRAINING SERVICES RFP – **TECHNICAL PROPOSAL**” and “PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES – **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 Friday, March 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

All questions must be submitted in writing via e-mail to flocke@philasd.org no later than 10:00am on March 19, 2018. The e-mail must include **“PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES 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	March 19, 2018, 10:00am
Answers to questions posted online	March 20, 2018, 5:00pm
Due date for submission of proposals	March 30, 2018, 3:00pm
Anticipated date of contract award by	May 2018
Anticipated effective date of contract	July 1, 2018

5.0 Project Scope

The School District of Philadelphia (SDP) manages a large environmental and safety program. Various Federal, State and Local laws and regulations mandate or recommend that certain personnel be adequately trained in a variety of areas. The SDP intends to contract with instruction service providers to train selected employees on an as-needed basis. All training shall meet all of the applicable requirements of the laws, rules, and regulations or guidelines as specified in this Request for Proposal (RFP) per the attached Table I: Regulatory Training Matrix. This includes requirements for the training professional to be licensed and/or certified to provide the specific training, if applicable.

In summary, training will be provided to certain School District employees for these environmental and safety programs:

- Asbestos Hazard Emergency Response Act (AHERA)
- Asbestos Abatement

- Lead Based Paint (Renovations and Abatement)
- Hazardous Materials Right-to-Know (PENNSAFE)
- Construction Safety
- Confined Space Entry
- Spill Prevention and Response
- Hazardous Waste
- Universal Waste
- Mold Awareness

In addition, the School District may request or add training for Professional Development on an as needed basis for various training subjects and/or courses including but not limited to USGBC LEED certifications, AIHA IH and CIH courses, IAQ, Sustainability, and/or Radon. These items may be requested on a case by case basis at various times throughout the contract. These items are dependent upon availability provided by various 3rd Party Professional Organizations.

The School District personnel to be trained primarily fall into these groups:

- Those who Manage and Implement the District's AHERA Program
- Asbestos Abatement and Lead Abatement Workers and Supervisors
- Lead Based Paint – Renovations, Repair and Painting (RRP)
- Facilities Maintenance and Operations Staff
- Capital Program Construction Project Managers and Inspectors

This Request for Proposal (RFP) provides interested qualified firms with information enabling them to submit a Service Bid Proposal for providing the training services described herein.

6.0 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:

This section summarizes the RFP, qualifications, scope of services, the issuing office of the SDP, and the proposal delivery requirements, including the due date.

PROPOSAL AND QUALIFICATION SUMMARY

- This RFP provides instructions and the requirements for qualified firms to submit a technical proposal and a fee proposal to The School District of Philadelphia to provide professional training services for the School District's Environmental and Safety Programs.
- To qualify, firms must be accredited, certified or licensed to provide the training specified in this RFP. For asbestos related training, this includes being listed in the National Directory of AHERA Accredited Courses (NDAAC) as having met the Federal requirements for providing training.
- Firms submitting a proposal must be able to provide ALL of the training courses as described in the RFP. If necessary, Firms may team with other firms to be able to deliver a full offering. Teaming may be used to comply with the Minority and Women Owned Business Enterprise (M/W/BE) participation goals. If a multi-firm Team is proposed, then each firm in the team must submit their required qualifications and certifications together as part of a single Technical Proposal.
- Qualified firms must provide the training to appropriate School District employees as mandated by various Federal, State and Local regulatory programs and guidelines as per the attached Table 1, Regulatory Training Matrix. All training provided shall meet the regulatory requirements and standards referenced in Table 1, including, but not limited to, the Acts, laws, and regulations and all related standards, standard interpretations, rules, guidance, guidelines and programs which require or recommend the specific training.
- This RFP may require firms to provide some training in their own facilities. In addition, when available the School District's training facility may also be utilized for training.
- The firm should have an on-going schedule of the required courses to enable School District personnel to be immediately enrolled due to an unforeseen emergency.
- The training provider firm is responsible to provide written notification of courses as required by federal, state and/or local regulations.

- For each participant of a refresher course, the training provider(s) will be required to confirm that the participant is eligible for refresher training. In other words, as part of the documentation of training for refresher courses, the training providers will not certify the training unless the participant has been confirmed to have had the required initial training and all required annual training since the initial training.
- Training providers shall provide all written course materials required for each participant. This will include assembly of educational materials necessary for instruction, including documentation, and a training module. Assemble training modules into a combined training manual. Upon request of the School District, a draft of the written course materials must be provided for review, comment and approval. It may be necessary to develop site specific content for certain courses.
- It is a requirement for this contract that all attendance, certificates, and test records be kept and reported to The School District via a computer file/CD-ROM. The majority of the instruction is expected to be performed at one of the various schools located within the Philadelphia City limits. An alternative site is School District of Philadelphia's Training Center located at 540 N. 13th Street.
- Written documentation must be provided for each student who satisfactorily completes a training course. The documentation shall include:
 1. Trainee's full name, identical to the official School District employment records.
 2. Course title.
 3. Course date.
 4. Expiration date.
 5. Statement that the trainee has successfully completed the course.
 6. Name and address of the training provider.
 7. An individual identification number for the certificate.
 8. List of the levels of personal protective equipment (ppe) used by the trainee to complete the course.
 9. An electronic copy (PDF file) copy of all certificates.
 10. An electronic copy (PDF file) copy of any agency required form submissions.
- Some courses will also require an official printed numbered certificate and an appropriate wallet-sized laminated card with a photograph of the student and the above information. Table I specifies if a certificate, a wallet card, or both are required. When such course certificate cards are used, the individual identification number for the training certificate will be shown on the card. Social Security numbers shall not be used unless required by law.
- Circumstances will arise which require the training firm to provide training for an individual or an entire class, on the firm's training facility and premises.

- At least twenty (20) different course types are anticipated as defined on Table 1 and the Fee Schedule.
- The Fee Schedule lists four (4) class sizes, ranging from 1 to 25 participants. An estimated number of classes shown on the Fee Schedule, and one of the class sizes is highlighted. Firms may use this information to approximate the possible number of trainees that could be expected under this scope of work.

HOWEVER, Firms must note that the School District is not committing to, nor guaranteeing any minimum number of trainees with this information.

- Scope of Services, and referenced Table I, will be attached to the executed Agreement for Services. This language from the RFP will be combined with the Contractor's Description of Scope of Services, as provided in their proposal, and will become "Exhibit "A" - the "Contractor's Scope of Services" incorporated in the Agreement for Services.
- Instruction for the courses listed in Table 1 and the Fee Schedule is anticipated to take place over the first fiscal year of the School District which is from July 1st to June 30th of the following year. The initial 1-year Contract Term shall begin on the date of the Notice to Proceed and shall continue until the funds are exhausted, or the end of the fiscal year of the School District, unless otherwise noted.
- The School District shall have the option, in its sole discretion, to renew the Service Contract, for up to four (4) additional periods (July 1st to June 30th), upon the same terms, fees, conditions and compensation methods specified in Service Contract, the Fee Schedule and the Terms and Conditions of the executed Agreement for Services.
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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 the training outline of this RFP.
- 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 Training firm to provide the RFP services in the Commonwealth of Pennsylvania.

- Three references of **PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES** 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 schedule of training schedule for subjects outlined in this RFP
- Sample Training Certificate
- Training Certificate Data Management and communication with District

Tab 5 – Proof of Current Insurance Coverages

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 AND SAFETY PROGRAM TRAINING SERVICES RFP** firm. The amounts and types of such insurance coverage are as followed and 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. Exhibit A- Training Course Descriptions
9. Attachment H- Fee Schedules for Training (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.

7.0 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 Training 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 to **"PROFESSIONAL ENVIRONMENTAL AND SAFETY**

PROGRAM TRAINING SERVICES RFP” as outlined in the Scope section of this RFP.

- e. Level of client satisfaction determined from supplied references (5 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.

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 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 debarment 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)

ATTACHMENT "D"

**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: _____
or Subject of Resolution: _____

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

Company Name _____ Contact Person: _____
of Work: _____

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

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

ATTACHMENT "E"
PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES RFP

The "PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES RFP 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 AND SAFETY PROGRAM TRAINING
SERVICES RFP**

I have read the "PROFESSIONAL ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES RFP 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.

TABLE 1: REGULATORY TRAINING MATRIX (RFPE Exhibit "A")

March 2018

Page 1 of 5

ID	Training Category	Regulatory Requirements/Documentation	Personnel to be Trained
AS-I	Asbestos Abatement Supervisor -Full 5-Day Course	Federal law (AHERA, EPA, 40 CFR Part 763), State law (AOACA, Act 194-1990) and Local guidelines (City of Philadelphia, Department of Public Health, Asbestos Control Regulation, or ACR). Certificate and Wallet Card	New OEM&S staff that will perform or supervise Asbestos Abatement activities and are currently licensed.
AS-R	Asbestos Abatement Supervisor -Refresher Course	AHERA, AOACA, and ACR. Certificate and Wallet ID	Current OEM&S staff that perform or supervise Asbestos Abatement.
ABI-I	Asbestos Building Inspector - Initial	AHERA, AOACA, and ACR. Certificate and Wallet Card	New SDP Asbestos Building Inspectors
ABI-R	Asbestos Building Inspector - Refresher	AHERA, AOACA, and ACR. Certificate and Wallet Card	Current SDP Asbestos Building Inspectors
AMP-I	AHERA Management Planner - Initial	AHERA. Certificate.	SDP Management Planners
AMP-R	AHERA Management Planner - Refresher	AHERA. Certificate.	SDP Management Planners
APD-I	AHERA Project Designers - Initial	AHERA. Certificate.	New SDP Project Designers
APD-R	AHERA Project Designers - Refresher	AHERA. Certificate.	Existing SDP Project Designers

TABLE 1: REGULATORY TRAINING MATRIX (RFPE Exhibit "A")

March 2018

Page 2 of 5

AAA	AHERA Asbestos Awareness - 2-Hour Course	AHERA. Certificate.	Building Engineers and Custodial Staff, Maintenance Tradesman (e.g. Electricians, Carpenters, Plumbers)
LAS-I	Lead Abatement Supervisor - Full 5-Day Course	Training and Certification Program for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities (TSCA section 402/404 regulations, part of 40 CFR Part 745). Certificate and Wallet ID.	New Members of the OEM&S staff that will perform or supervise Lead-Based Paint Abatement activities.
LAS-R	Lead Abatement Supervisor - Refresher Course	Training and Certification Program for Lead-Based Paint Activities in Target Housing and Child Occupied Facilities (TSCA section 402/404 regulations, part of 40 CFR Part 745). Certificate and Wallet ID.	Current Members of the OEM&S staff that will perform or supervise Lead-Based Paint Abatement activities.
RTK	Hazardous Material Right-To-Know - 2-hours	Section 8. Employer educational program requirements of Pennsylvania Worker and Community Right to Know Act.	Staff Identified by SDP as "employees exposed to hazardous substances or hazardous mixtures with respect to the hazardous substance or mixture found in their normal work area."

Notes:

Training Documentation Key:

1. Certificate is an official printed, individually numbered certificate, which includes at least the minimum information required by the underlying regulation.

2. Wallet ID is an appropriate wallet-sized laminated card, individually numbered, with a photograph of the student.

3. Wallet Card is an appropriate wallet-sized laminated card, individually numbered, does not need a photograph of the student.

CI 10	10-Hour Construction Industry Outreach Training Program	OSHA Outreach Training Program (Voluntary, Not a Regulatory Requirement). The following subjects shall be included in addition to the required introduction, electrical, and fall protection subjects: Personal Protective and Lifesaving Equipment, Subpart E, Materials Handling, Storage, Use and Disposal, Subpart H, Stairways and Ladders, Subpart X, Tools - Hand and Power, Subpart I. Certificate and Wallet Card.	Supervisors of SOP Staff that do "construction" as defined by this standard, such as FACs, etc.
CSW30	Construction Safety Worker (30-Hour)	OSHA Outreach Training Program (Voluntary, Not a Regulatory Requirement). In addition to the mandatory subjects, introduction, electrical, and fall protection subjects, optional subparts shall be included as directed by the SOP. Certificate and Wallet ID.	SOP Staff that perform "construction" work as defined by this standard, such as Carpenters, Painters, Plumbers, Pipe-Fitters, Glazers, etc
CSE	Confined Space Entry Training -2-Day Course	OSHA 1910.146, specifically 1910.146(g), and 1926.21(b)(6)(i). Certificate and Wallet ID.	SOP Staff that access or do work in Confined Spaces, as defined by this standard, such as Plumbers, Electricians, Carpenters, Building Engineers and Custodial Staff, etc.

HFRA	Hazardous Waste Operations and Emergency Response standard (HAZWOPER): First responder awareness level	29 CFR 1910.120, specifically 1910.120(q)(6)(i). Certificate and Wallet Card.	Individuals who are likely to witness or discover a hazardous substance release and who have been trained to initiate an emergency response sequence by notifying the proper authorities of the release.
HFRO	Hazardous Waste Operations and Emergency Response standard (HAZWOPER): First responder <u>operations</u> level	29 CFR 1910.120, specifically 1910.120(q)(6)(ii). Certificate and Wallet ID.	Individuals who respond to releases or potential releases of hazardous substances as part of the initial response to the site for the purpose of protecting nearby persons, property, or the environment from the effects of the release.
HIC	Hazardous Waste Operations and Emergency Response standard (HAZWOPER): On scene incident commander	29 CFR 1910.120, specifically 1910.120(q)(6)(v). Certificate and Wallet ID.	Those who will assume control of incident scene beyond the first responder awareness level
HAR	Hazardous Waste Operations and Emergency Response standard (HAZWOPER): Annual Refresher Training	29 CFR 1910.120, specifically 1910.120(q)(8). Certificate and Wallet Card.	All HAZWOPER trained and certified categories in items 7A through 7C
UWT	Universal Waste Training 2-Hour Course	40 CFR 273.16 Basic Employee training for small quantity handler of universal waste. Certificate.	Building Engineers and assistants

TABLE 1: REGULATORY TRAINING MATRIX (RFPE Exhibit "A")

MW2D	Mold Worker -2-Day Course	Non-Mandated SDP Program (Voluntary, Not a Regulatory Requirement). Training shall be based upon the U.S.Environmental Protection Agency "Mold Remediation in Schools and Commercial Buildings", EPA 402-K-O 1-00I, March 2001. Certificate.	Designated OEM&S staff
MA2H	Mold Awareness –2-hour	Non-Mandated SDP Program (Voluntary, Not a Regulatory Requirement). Training should be based upon the 9 courses of the EPA's online "Mold Course".Certificate.	Building Engineers and Custodial Staff
RRP-I	US EPA RRP Lead Safety Initial 8 Hour Course	US EPA Renovation, Repair and Painting Initial Course. "Model Certified Renovator Initial Training Course".	Various SDP Employee's
RRP- R	US EPA RRP Lead Safety Refresher 4 Hour Course	US EPA Renovation, Repair and Painting Refresher Course. "Model Certified Renovator Refresher Training Course".	Various SDP Employee's

ENVIRONMENTAL AND SAFETY PROGRAM TRAINING SERVICES (Attachment H) FEE SCHEDULE

Fee per Participant - per each Class Size (Participants/Class: proposed fee must be provided at each \$ sign to be complete.*

ID	Course Name	Estimated*	Attendees*	Attendees*	Attendees*	Attendees*	
	Type - Training Hours	No. Classes*	1-5	6-10	11-15	16-25	
AS-I	Asbestoss Supervisor Initial 40 hour	5					
AS-R	Asbestoss Supervisor Refresher 8 Hour	6					
ABI-I	Asbestoss Building Inspector Intial **	1			N/A	N/A	
ABI-R	Asbestoss Building Inspector Refresher 4 Hour	2			N/A	N/A	

AMP-I	AHERA Management Planner Initial Course **	1				N/A	N/A	
AMP-R	AHERA Management Planner Refresher 4 Hour	1				N/A	N/A	
APD-I	AHERA Project Designers Initial Course **	1				N/A	N/A	
APD-R	AHERA Project Designers Refresher 4 Hour	1				N/A	N/A	
AM	AHERA Asbestos Awareness 2 Hour Course	18						Specify District Location or Provider Location
LAS-I	Lead Abatement Supervisor Initial 5 Day Course	7						
LAS-R	Lead Abatement Supervisor Refresher	4						
RTK	Hazard Communication 2 Hour Course	10						

CI10	Construction Industry 10 Hour Outreach Training Program	10					
CSW30	Construction Safety Worker 30 Hour	10					
CSE	Confined Space 2 Day Course	10					
HFRA	HAZWOPER First Responder Awareness	10					
HFRO	HAZWOPER First Responder Operations	5					
HIC	HAZWOPER On Scene Incident Commander	15					
HAR	HAZWOPER Annual Refresher Training	2					
SPCC-1	SPCC Plan Training Initial Training	2					
SPCC-I	SPCC Plan Training Refresher Training	2					
SRP	Spill Response Procedures	10					

LIVVT	Universal Waste Basic Employee Training	15					Specify District Location or Provider Location
MW2D	Mold Remediation Worker 2 Day Course	5					
MA2H	Mold Awareness 2 Hour Course	15					Specify District Location or Provider Location
PCE3A	PCB Awareness	15					Specify District Location or Provider Location
RRP-I	U S EPA RRP Initial 8 Hour Course	15					Specify District Location or Provider Location
RRP- R	U S EPA RRP Refresher 4 Hour	15					Specify District Location or Provider Location

* The estimated number of classes and the potentially most common class size (designated by boxes) may be used to approximate the total number of class participants per year. However, estimates thus made are not binding in any way.

This fee table is a tool to submit and for the District to evaluate a proposal, it is not a binding agreement or a commitment to purchase, or contract to procure training services for, the estimated annual compensation of fees that this table may imply.

** Please provide fees for these Courses relating to Management or Planning. These will be requested on a case by case basis. These training courses may be given at a Provider's Location and do not have to be limited to School District staff only.

Provide proposed fees for conducting the class at the Districts Location, of the Provider's Location as shown. For classes proposed at the Provider's location, the distance of travel cannot exceed 50 miles from Philadelphia.

The training provider is responsible to track and ensure that all refresher courses are scheduled and provided prior to °mutation expiration for all disciplines. In addition, the training provider will be responsible for the submission and processing through the Department of Labor and Industry in Harrisburg, Pa all Asbestos Worker(s)/Supervisor(s) course applications and license fees.

The training provider's fee for this service is to include the cost of the training course, the license fee and processing fee.

Per Individual: _____

This fee table is a tool to submit and for the District to evaluate a proposal, it is not a binding agreement or a commitment to purchase, or contract to procure training services for, the estimated annual compensation of fees that this table may imply.

** Please provide fees for these Courses relating to Management or Planning. These will be requested on a case by case basis. These training courses may be given at a Provider's Location and do not have to belimited to School District staff only.

Provide proposed fees for conducting the class at the District's Location, or the Provider's Location as shown. For classes proposed at the Provider's location, the distance of travel cannot exceed 50 miles from Philadelphia.

Additional Services:

1. The training provider is responsible to track and ensure that all refresher courses are scheduled and provided prior to certification expiration for all disciplines. In addition, the training provider will be responsible for the submission and processing through the Department of Labor and Industry in Harrisburg, Pa all Asbestos Worker(s)/Supervisor(s) course applications and license fees.
2. The training provider's fee for this service is to include the cost of the training course, the license fee and processing fee. \$ _____ per individual.
3. The training provider will assist with providing for Professional Development training on an as needed basis for various training subjects and/or courses including but not limited to: USGBC LEED certifications, AIHA IH and CIH courses, IAQ, Sustainability, and Radon Professional Development Training.
4. These items may be requested on a case by case basis at various times throughout the contract.
5. These items are dependent upon availability provided by various 3rd Party Professional Organizations.
6. The training providers cost plus mark up and overhead fee for this service is to include the actual cost of the training course, registration fees, travel cost, (Airfare, Hotel and Meals) (if necessary) and processing fee. % ____ Mark Up and Overhead Fee%.