

**THE SCHOOL DISTRICT OF PHILADELPHIA OFFICE OF CAPITAL PROGRAMS**

440 NORTH BROAD STREET, 3<sup>RD</sup> FLOOR PHILADELPHIA,  
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**REQUEST FOR  
PROPOSAL/QUALIFICATIONS  
TO PROVIDE  
PROFESSIONAL ENVIRONMENTAL  
CONSULTING SERVICES FOR  
ASBESTOS, LEAD, AND MOLD  
AND ANALYTICAL LABORATORY SERVICES**

**1.0 Subject**

The School District of Philadelphia's (District) Office of Capital Programs is requesting proposals to provide PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES firms for five (5) fiscal years (April 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.)**

**2.0 Place and Date of Submission**

One (1) original and four (4) copies each and one (1) digital copy of the Technical Proposal and Fee Proposal shall be submitted in separate sealed envelopes clearly marked: "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES RFP – **TECHNICAL PROPOSAL**" and "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES – **FEE PROPOSAL**" with the name of the proposing firm and their address.

**Faxed and electronically transmitted proposals will not be accepted.**

**Responses can be submitted and will be reviewed promptly at any time but must be received by no later than Friday, May 29, 2020 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: Jesse Jones, Contracts Manager

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 ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES RFP."** in the e-mail subject.

All questions must be submitted in writing via e-mail to [capitalbids@philasd.org](mailto:capitalbids@philasd.org) no later than 10:00am on May 15, 2020. The e-mail must include **"PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY 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	May 15, 2020 2:00pm
Answers to questions posted online	May 22, 2020, 5:00pm
Due date for submission of proposals	May 29, 3:00pm
Anticipated date of contract award by	Each contract will be awarded as soon possible as approved

### 5.0 Project Scope

#### 5.1 ASBESTOS CONSULTING SERVICES

THE SCHOOL DISTRICT OF PHILADELPHIA will require the selected consultant(s) to perform five (5) primary asbestos-related tasks:

1. Asbestos Project Design/Project Management
2. Asbestos Air Monitoring, Quality Assurance Oversight and Regulatory Oversight

3. AHERA Surveys to include the following:
  - (a) Three-Year AHERA Building Inspections/Re-inspections
  - (b) Six-Month Surveillance Inspections
  - (c) Management Plan Report Preparation
  - (d) Room by Room Inspections for damage of all materials.
4. Environmental Impact Surveys to include the following:
  - (a) Completed Philadelphia Asbestos Inspection Reports
  - (b) Assessment of all environmental hazards that may include but not be limited to Asbestos, Lead (pb), Mold and Dampness, bird, rodent and Asthma related triggers that will be impacted by renovation/construction work as determined by review of project specifications and drawings.
  - (c) Digital Photographs
  - (d) Asbestos Inspection, Sampling and Assessment duties including Room by Room Inspections for damage of all materials.
  - (e) Proactive and Reactive NIOSH Mold and Dampness inspections and/or Indoor Environment Quality Assessments upon work order request.
5. Asbestos Analytical Services
  - (a) Phase Contrast Microscopy (PCM)
  - (b) Transmission Electron Microscopy (TEM)
  - (c) Polarized Light Microscopy (PLM)
6. SDP OEMS consultant's are assigned work orders (both pro-active and re-active) as part of the IEQ Program, these assessments for mold and dampness are conducted as part of the School District's collaboration with the US Centers for Disease Control, National Institute for Occupational Safety and Health (NIOSH). These assessments and the reporting and tracking of associated findings and corrective actions have resulted in the improvement of building conditions and/or the stabilization of deteriorated building conditions that impact human health. Since the inception of this program in 2010, over 750 site assessments and approximately 12,000 corrective action items have been implemented through an inter-departmental collaborative effort involving an IEQ Dashboard Review Committee.

The requirements for each task are as follows:

1. **ASBESTOS PROJECT DESIGN/PROJECT MANAGEMENT SCOPE OF WORK**

- a. The selected Consultant shall develop the site specific scope of work, including drawings (or marked-up full size architectural and/or mechanical drawings), and cost and man-hour estimates for all projects, as determined by the Office of Environmental Management and Services to be performed by THE SCHOOL DISTRICT OF PHILADELPHIA'S in-house asbestos abatement teams. The selected consultant will also be responsible for developing site specific scopes of work for projects to be performed by outside contractors.
- b. Each asbestos abatement project will be unique in all aspects. Therefore, the Asbestos Project Designer must prepare different, individualized specifications for each project. The Certified Asbestos

Project Designer must visit the proposed work site and familiarize themselves with the conditions of the area(s) and how this will impact on the performance of the project and the educational activities in the building. During this visit, the Asbestos Project Designer should gather all pertinent information relevant to the project.

c. Prior to the start of each asbestos abatement project, THE SCHOOL DISTRICT OF PHILADELPHIA shall allow the Asbestos Project Designer access to the proposed asbestos abatement area(s), with THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services representative, for the purpose of inspecting the project site.

The HVAC system and/or boiler shut down and electrical lockout activities shall remain the responsibility of THE SCHOOL DISTRICT OF PHILADELPHIA.

Whenever practical and unless otherwise indicated, the removal of material and equipment stored in the proposed asbestos abatement areas shall remain the responsibility of THE SCHOOL DISTRICT OF PHILADELPHIA'S personnel.

d. THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services will have a licensed City of Philadelphia Asbestos Project Inspector (API) on-site for all asbestos abatement activities including non-friable projects and minor and small abatement activities.

## **2. ASBESTOS AIR MONITORING, QUALITY ASSURANCE OVERSIGHT & PROJECT MANAGEMENT**

a) There will be two (2) asbestos air monitoring activities:

1. The Consultant shall provide on-site quality assurance air monitoring, as well as, personal safety monitoring (OSHA and AHERA) for THE SCHOOL DISTRICT OF PHILADELPHIA'S in-house asbestos abatement personnel. Personal Safety Monitoring will be upon request for specific project work orders.

2. The Consultant shall provide on-site quality assurance air monitoring for all asbestos abatement contracted services retained by THE SCHOOL DISTRICT OF PHILADELPHIA. No OSHA monitoring by the SDP Consultant will be done for outside contractor's employees. Only Asbestos Project Inspector (API) services will be provided.

b) THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services will designate all outside asbestos abatement contractor's working hours. The quality assurance air monitoring consultant will be responsible for attending all construction and job meetings in addition to providing OEMS with digital photo documentation of each projects progress and included in the project completion report.

All (PCM and TEM) Pretest, Project Samples and Final Clearance sampling collection, posting, analyses

and reporting must adhere to the City of Philadelphia Asbestos Control Regulations (ACR) and US EPA AHERA regulations.

Any bulk sampling conducted as part for this Asbestos, Lead and Mold Consulting Services contract must be approved in writing by the Office of Environmental Management and Services (OEMS).

All PCM and/or PLM sampling data resulting from the previous day's monitoring activities must be on site at THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services Project Location by 2:00 PM on the first work day following the scheduled monitoring. If this data is not received by 2:00 PM on the day following the services, the services of the Consultant may be discontinued and an adjustment will be made to the final bill. In addition, all outside PCM air samples must be analyzed and elevated results above 0.01 fibers per cubic centimeter of air (f/cc) must be faxed and/or electronically e-mailed to the Office of Environmental Management and Services Office not later than 7:00 AM and also must be followed up as soon as possible with a recommendation to correct the problem on the Consultant's letterhead. The quality assurance firm must have extensive knowledge of and must comply with all current City of Philadelphia Department of Public Health Asbestos Control Regulation and all subsequent revisions; all environmental protection rules including 40 CFR, Part 61: National Emission standard for Hazardous Air Pollutants; Asbestos NESHAP Revisions; Final Rule and Publication 20T-2003 Managing Asbestos in Place; and 20 CFR 1926.58: Occupational Exposure to Asbestos. All final reports must be completed in compliance with Section 763.94 of 40 CFR, Part 763, Final Rule and Notice and City of Philadelphia Air Management Regulations. In addition to maintaining accurate air sampling data, the site technician must maintain a daily, detailed site log of all activities in a separate bound book. Activities refer to those of the asbestos abatement crew and of the site technician.

The quality assurance air monitoring consultant must immediately notify the appropriate designated representative of THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services whenever airborne fiber concentrations outside containment exceed 0.01 fibers per cubic centimeter of air (f/cc).

### **3. ASBESTOS BUILDING INSPECTIONS AND MANAGEMENT PLAN PREPARATION**

#### **a. THREE-YEAR AHERA BUILDING INSPECTIONS/RE-INSPECTIONS**

The data shall be collected by the Consultant's EPA Accredited Building Inspectors and compiled into a complete Building Inspection Report in a format which will be developed jointly by the selected Consultant and THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services. The report shall be accompanied by all necessary forms and marked-up floor plans documenting the location of newly friable ACBM and the locations where bulk samples were taken. (Note: No bulk samples shall be collected unless specifically authorized by OEMS and defined in the in work order assignment for any project). The report shall also include any changes in the ACBMs

friability, quantity, condition and suspected cause of damage, exposure, accessibility, asbestos content and the potential for disbursement through air movement. Digital pictures must be submitted of all locations of any damaged ACBM.

All forms and documentation required for each facility inspected shall be signed by the Pennsylvania Certified Asbestos Building Inspector. Any sampling conducted as part of this Asbestos, Lead and Mold Consulting Services contract must be approved in writing by the Office of Environmental Management and Services (OEMS).

In addition, the School District of Philadelphia is seeking to utilize current electronic and computerized tablets and software technology that will enhance and revamp the inspection data and Management Plan Process for the Asbestos Management Plans for over 300 District facilities.

b. SIX-MONTH SURVEILLANCE INSPECTIONS

The Asbestos Building Inspectors shall note the condition of all ACBM and the location and quantity of all damaged ACBM for each facility inspected. Digital pictures must be submitted of all locations of any damaged ACBM. Any sampling conducted as part of any Environmental Impact Evaluation for this Asbestos, Lead and Mold Consulting Services contract must be approved in writing by the Office of Environmental Management and Services (OEMS).

c. AHERA MANAGEMENT PLAN PREPARATION

The Consultant shall prepare one (1) digital report and two (2) bound copies of the requested AHERA Management Plan for each project assigned in accordance with 40 CFR 763 Subpart E. All AHERA Management Plan preparation shall be done by an EPA Accredited AHERA/Pennsylvania Certified Management Planner.

The Consultant shall re-evaluate all factors impacting on the ACBM in the Building Inspection Report in terms of hazard assessments and develop a prioritized abatement response action categorized by the potential for disturbance of the ACBM, according to the AHERA regulations. The budgetary cost estimates, when required, shall be separated into values for initial cleaning, immediate removal and annual O&M or abatement values.

THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services will provide access to all existing AHERA Management Plans.

4. ENVIRONMENTAL IMPACT SURVEYS

a. Philadelphia Asbestos Inspection Report

All environmental impact surveys must be performed by an individual currently licensed by the City of Philadelphia as an Asbestos Project Investigator. The Asbestos Project Investigator shall note the quantity, condition, friability, and location of all asbestos-containing building materials that are located within the proposed work/renovation areas. The project investigator will be responsible to fill out and submit a City of Philadelphia, Asbestos Inspection Report for each project. This form will be submitted electronically in a PDF Format to the School District of Philadelphia's Department of Environmental Management and Services. Digital Picture Documentation is also required. In addition, the School District of Philadelphia is seeking to utilize current electronic and computerized tablets and software technology to enhance and revamp the inspection data.

b. Assessment of All Environmental Hazards

The Environmental Impact Survey shall be conducted utilizing the project specifications issued by the Office of Design and Construction. The Asbestos Project Investigator will be responsible for assessing all environmental hazards that could possibly be impacted upon by scheduled renovations of the facility. All forms and documentation required for the environmental assessment of the renovation work to be conducted within the facility shall be signed by the Philadelphia Asbestos Project Investigator and submitted electronically to THE SCHOOL DISTRICT OF PHILADELPHIA'S Department of Environmental Management and Services in a PDF Format. Digital Picture Documentation is also required.

c. Sampling

Any sampling conducted as part of any Environmental Impact Evaluation for this Asbestos, Lead and Mold Consulting Services contract must be approved in writing by the Office of Environmental Management and Services (OEMS).

5. **ASBESTOS ANALYTICAL SERVICES ANALYSIS REQUIREMENTS**

a. The Consultant in-house or subcontracted asbestos laboratory shall perform all asbestos analytical services required by THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services pursuant to the terms specified in submitting the proposal.

b. The Consultant or its subcontracted laboratory shall furnish, at all times, an adequate number of trained asbestos analytical personnel in a manner consistent with the interest of THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services and the requirements of the RFP/RFQ.

c. Each asbestos analyst who will provide analytical services, either on-site or in the Consultant in-house asbestos laboratory or at a subcontracted asbestos laboratory to THE SCHOOL DISTRICT OF PHILADELPHIA, must be fully trained and certified in that analytical method, as required by all applicable regulations, including, but not limited to:

- current registration in the American Industrial Hygiene Association (AIHA) Asbestos Analysts Registry (AAR)
- completion of NIOSH 582 course “Sampling and Evaluation Airborne Asbestos Dust” or equivalent
- completion of approved training in bulk sample analysis

d. The Consultant’s in-house or subcontracted asbestos laboratory must be accredited, as required by the AHERA regulations and the ACR, including current certification in the following:

- **National Voluntary Laboratory Accreditation Program (NVLAP)**
- **American Industrial Hygiene Association (AIHA)**
- **Certification by the Philadelphia Department of Public Health as required by the ACR.**

e. The Consultant’s in-house and/or subcontracted asbestos laboratory must successfully participate in the following proficiency testing:

- **AIHA Proficiency Analytical Testing (PAT) Program**
- **NIST/NVLAP Bulk Proficiency Program**
- **NIST/NVLAP TEM Proficiency Program**

The Consultant’s in-house and/or subcontracted asbestos laboratory must participate in the Quality Assurance/Quality Control (QA/QC) programs to ensure that sample analysis is consistently accurate and reliable.

Bulk samples shall be submitted to the primary asbestos laboratory. Ten percent (10%) of the samples analyzed shall be split and submitted to the QA/QC laboratory for analysis.

f. Phase Contrast Microscopy (PCM) analysis must be performed according to the requirements of the latest version of the NIOSH 7400 Method. As required by the ACR, all project samples shall be analyzed within twenty-four (24) hours of their collection.

g. Polarized Light Microscopy (PLM) for bulk samples must be analyzed by using an approved test method. Approved test methods for this RFP/RFQ are 40 CFR (7-1-89 edition) 763, Subpart F, App. A, Pages 180-393 and EPA-600/M4-82-020, Method for the Determination of Asbestos in Bulk Insulation samples. Sample preparation may include, but not be limited to, low temperature ashing, acid treatment, and utilizing a mortar and pestle which are germane to the approved test methods. Bulk samples shall not be composited for analysis.

h. Transmission Electron Microscopy (TEM) analysis must be performed according to the requirements of the NIOSH 7402 Method and as outlined in the AHERA regulations and the ACR.

i. All sample(s) results must be promptly submitted by e-mail in pdf. Format and included in the



final project report for each project assignment to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services within the prescribed turnaround time. Analytical results must be furnished to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services by facsimile transmission and then mailed.

j. The analytical report from the asbestos laboratory must include:

- method used and the analytical sensitivity of the method
- the volume of air sampled (if applicable)
- the signature of a laboratory official
- the signature of the analyst
- the type and quantity of asbestos found, if any.

k. Transmission electron Microscopy (TEM) when the asbestos laboratory is analyzing a set of Transmission Electron Microscopy (TEM) clearance samples, it must immediately alert THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services via phone or digital pager if one (1) or more samples are heavily loaded, at which time THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services may elect either to stop analysis and reclean the area, or to have the laboratory continue analysis and possibly perform the Z test on the samples.

(i) The asbestos laboratory must calculate the geometric mean as per the Philadelphia regulations for TEM clearance samples and include this number on the analytical report.

(ii) Results of TEM analysis must include the number of asbestos structures. The concentration must be reported in structures per square millimeter and structures per cubic centimeter.

(iii) Results of all clearance sample analysis must clearly state either "area passes" or "area fails".

(iv) The asbestos laboratory must maintain complete chain of custody documentation for all samples.

(v) The asbestos laboratory must supply THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services with all documentation required by the AHERA regulations for inclusion into that particular school's AHERA Management Plan, including:

- name and address of the laboratory
- date of analysis
- name and signature of the person performing the analysis

(vi) At the conclusion of each project, the Consultant's shall provide THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services with all data pertaining to sample analysis including pictures and spectra data, chain of custody forms and sample work

sheets/count sheets.

I. Polarized Light Microscopy (PLM)

(i) All bulk sample results must be reported as a single number. Results reported as a range are not acceptable. **Identification of all fibrous material must be reported.**

(ii) Bulk sample analysis results must include a unique sample number, the date and method of analysis, and at a minimum, identify the refractive indices, birefringence, extinction, elongation, dispersive staining colors, percent and type asbestos and other fibrous materials or binders present in the sample. Handwritten analysis sheets that are created at the time of analysis are acceptable provided they include the required information for analysis results and are legible. Each analysis sheet must be signed by the technician who conducted the analysis. Sample analysis sheets shall be provided in written report for all samples analyzed, including QA/QC samples.

The PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES firm(s) shall be responsible for work as assigned by the Office of Environmental Management and Services (OEMS).

**5.2 LEAD-BASED PAINT CONSULTING SERVICES REQUIRED:**

The selected Consultant shall comply with and develop a detailed lead-based paint program that will accomplish the following:

Lead-based paint testing must be conducted, at a minimum, in accordance with the Department of Housing and Urban Development (HUD) Lead-Based Paint Interim Guidelines for Hazard Identification and Abatement in Public and Indian Housing, as contained in the Federal register, Vol. No. 75, dated Wednesday, April 18, 1990 and as revised, under the Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing (June 1995) pursuant to section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 Referred to as Title X (Title Ten). The selected Consultant shall include in the response to this RFP/RFQ, a comprehensive lead-based paint sampling protocol for schools that will allow THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services to determine and prioritize what must be abated and/or encapsulated along with the necessary response actions, as well as, to provide the project monitoring during the implementation of those response actions. The services of the selected Consultant will be utilized on an as-needed basis for carrying out specific lead-based paint assignments (i.e., testing, design, etc.).

In addition, selected consultant shall ensure compliance with the US EPA Renovation, Repair and Painting Final Rule (40 CFR 745) of April 2010.

The selected consultant must submit a work plan and work with OEMS to develop a successful Management Program that will ensure that the District is in compliance with the US EPA Requirements "To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead Based Paint."

The schools and facilities to be tested are located throughout the City of Philadelphia. The procedures for the testing of painted and varnished surfaces are covered in Chapter 7 of the Guidelines for Evaluations and Control of Lead-Based Paint Hazards in Housing (June 1995) and the City of Philadelphia Department of Public Health Codes and Regulations which entail an abatement threshold of >0.7 mg/cm, dependent upon the conditions of the paint. It is understood that these guidelines are specific to Public and Indian Housing and the selected Consultant must be able to adapt these testing principles to a viable lead-based paint testing program for schools. The more stringent requirements shall be followed. The paint and varnished surfaces shall be tested in accordance with the revised guidelines and the results tabulated to reflect the City of Philadelphia's Department of Health's more stringent requirements of >.7 mg/cm<sup>2</sup>.

**All testing by X-Ray Fluorescent (XRF) must be accomplished by a Spectrum XRF Analyzer (Scitec MAP Spectrum Analyzer manufactured by Scitec, Inc. or an equivalent).**

The selected Consultant must be capable of timely response to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services requests for testing for lead-based paint services during the term of the contract.

#### **A. LEAD RISK ASSESSMENT**

Lead Risk Assessments must be conducted, at a minimum, based on the Department of Housing and Urban Development (HUD) "Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing" (June 1995) pursuant to Section 1017 of the Residential Lead-Based Paint Hazard Reduction Act of 1992 referred to as Title X (Title Ten) and ensure that the District is in compliance with the US EPA Requirements "To Protect Children During Renovation, Repair and Painting Activities that Disturb Lead Based Paint."

The selected Consultant shall include in the response to the RFP/RFQ, a comprehensive lead-based paint sampling protocol for schools that will allow THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services to determine and prioritize what must be abated an/or encapsulated along with the necessary response actions, as well as, to provide the project monitoring during the implementation of those response actions.

The services of the selected Consultant will be utilized on an as-needed basis for carrying out specific lead-based paint and risk assessment assignments.

The Lead Risk Assessment Protocol will reflect THE SCHOOL DISTRICT OF PHILADELPHIA'S desire to identify high risk areas for lead and to assist in designing remedial actions in the areas of abatement, housekeeping, and maintenance.

The selected Consultant will be thoroughly knowledgeable and experienced in lead risk assessment protocols.

#### **1. Comprehensive Findings Report**

Upon the completion by the selected Consultant of the comprehensive lead-based paint testing of assigned schools, the final testing report prepared by the selected Consultant shall be submitted

electronically to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services within fourteen (14) calendar days of the conclusion of testing for a specific assignment.

**The selected Consultant shall submit five (5) copies of each final lead-based paint report to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services.**

**EACH CONSULTING FIRM SHALL SUBMIT WITH THEIR RESPONSE TO THIS SECTION, THE DOCUMENTATION LISTED IN THE FOLLOWING PARAGRAPHS 1 THROUGH 12. PROPOSALS WHICH FAIL TO CONTAIN THIS DOCUMENTATION MAY BE DEEMED NON-RESPONSIVE.**

1. A plan that outlines the responsibilities of the School District pertaining to the US EPA Rule that establishes requirements to protect children during renovation, repair and painting activities that disturb lead based paint.
2. Spectrum Analyzer - Training by Scitec Corporation or Equivalent Manufacturer  
The Consultant shall provide evidence that assigned lead paint testing personnel have been trained and certified using a spectrum analyzer including map operation and radiation safety.
3. Demonstrate Worker Ability and Availability  
The Consultant must demonstrate that they have in their employ, a sufficient number of Scitec Spectrum Analyzer-Map-Manufacturer (or equivalent) certified inspection personnel currently trained to complete lead-based testing in an expedient manner. Proof of Training must be supplied.
4. License Requirements  
The Consultant shall be responsible for ensuring that all Licensing Requirements are met and provide evidence of applicable Licenses to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services with their response to this RFP/RFQ. It is required that the Consultant is licensed in the State of Pennsylvania since requirements may exceed reciprocity standards.
5. Spectrum Analyzer's Map by Scitec – or Equivalent  
The Consultant shall supply the serial number, the number, and type of analyzers they plan to use to perform all on-site XRF lead-based paint testing when work orders are assigned.
6. Specified Supervisor  
The Consultant shall specify an on-site Lead-Based Paint Testing Project Manager. The Lead-Based Paint Testing Project Manager shall be fully qualified and knowledgeable in testing requirements, accuracy, protocol, applicable regulations, and radiation safety. A complete resume of the on-site Lead Based Paint Testing Project Manager must be supplied.
7. The Consultant must submit evidence that they have participated in lead-based paint testing according to the Department of HUD's Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing. The consultant shall include the description of the project, date of project, and the name, address, and telephone number of the responsible official on the project and shall submit copies of reports of work performed.
8. Experience  
Each Consultant shall include a narrative description of the firm's experience in performing lead-

based paint services similar in scope to those being requested by THE SCHOOL DISTRICT OF PHILADELPHIA. Included in this section must be the name, address, and telephone number of a minimum of five (5) lead-based paint references for the projects cited. The Consultant must show evidence of a minimum of two (2) years of experience in lead-based paint testing and consulting.

9. The Consultant must supply physical evidence of all current EPA Model Lead-Based Paint Courses completed, listed in the personnel categories.
10. The Consultant must include a list of all current lead-based paint testing contracts that they currently have in place with the client's name, address, contact person, telephone number, length of contract, and dollar value.
11. The Consultant must include all pertinent data concerning the accredited lead-based analytical laboratory that will be utilized during this contract by the Consultant including their AIHA PAT Program certification. The Consultant must show evidence that the laboratory can perform the following tests:
  - a. Lead-based paint air sample analysis by AAS NIOSH 7300 Method-Inductively Coupled Plasma (ICP);
  - b. Lead-based paint chip analysis by AAS AOAC5.009 Flame Atomic Absorption;
  - c. Lead in soil analysis by AAS SW-847380 Flame Atomic Absorption;
  - d. Lead in water analysis by AAS EPA 1620 Inductively Coupled Plasma (ICP);
  - e. Lead dust wipe samples (dust) analysis by AAS SW846-3050-6010 Inductively Coupled Plasma (ICP);
  - f. Toxic Characteristics Leaching Procedure (TCLP).

### 5.3 MOLD CONSULTING SERVICES

- A. THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services will require the services of a Consultant to perform the following activities at various sites and properties utilized by the School District:
  1. Investigate and evaluate moisture and mold problems that follow the recommendations presented in the USEPA guidance document "MOLD REMEDIATION IN SCHOOLS AND COMMERCIAL BUILDINGS" (EPA 402-K-01-001) dated March of 2001.
  2. Follow the guidelines of the American Conference of Government Industrial Hygienists regarding Mold Investigation and Mold Remediation
  3. Develop remediation plan for Small affected areas less than 10 square feet, Medium affected areas between 10 Sq ft and 100 sq ft. and for Large affected areas greater than 100 sq ft.
  4. Develop remediation plan for areas with Potential for Increased Occupant or Remediator exposure during remediation estimated to be significant.
  5. Perform NIOSH Dampness, Mold and Moisture Inspections in various schools throughout the district as requested.
- B. The required services under this contract shall include:
  1. The firm shall do any and all work and furnish all the management, supervision, labor, components, materials, tools, instructions, equipment, transportation, and delivery of reports necessary or

proper for the performance and completion of MOLD consulting services.

2. Investigate and Evaluate Moisture and Mold events at the direction of the Office of Environmental Management and Services (OEMS) and provide an electronic written report of findings that shall include at a minimum moisture readings, digital photographs, notes of observations and findings within 48 hours.

The Mold Risk Assessment Protocol will reflect THE SCHOOL DISTRICT OF PHILADELPHIA'S desire to identify high risk areas for Mold and to assist in designing remedial actions in the areas of abatement, housekeeping, and maintenance.

The selected Consultant will be thoroughly knowledgeable and experienced in Mold risk assessment protocols.

1. Comprehensive Findings Report

Upon the completion by the selected Consultant of the comprehensive Mold Risk Assessment of assigned schools, the final report prepared by the selected Consultant shall be submitted electronically to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services within fourteen (14) calendar days of the conclusion for a specific assignment. In addition to the required amount of paper copies, the Environmental Consultant shall submit all required deliverables on a CD-ROM computer disk and in ".pdf" format to the School District at the completion of the assigned Project(s).

**The Consultant shall submit five (5) copies of each final Mold Assessment/Remediation report to THE SCHOOL DISTRICT OF PHILADELPHIA'S Office of Environmental Management and Services.**

2. Experience

Each Consultant shall include a narrative description of the firm's experience in performing Mold services similar in scope to those being requested by THE SCHOOL DISTRICT OF PHILADELPHIA. Included in this section must be the name, address, and telephone number of a minimum of five (5) Mold Assessment and Remediation references for the projects cited. The Consultant must show evidence of a minimum of two (2) years of experience in Mold consulting services.

3. The Consultant must include a list of all current Mold Consulting contracts that they currently have in place with the client's name, address, contact person, telephone number, length of contract, and dollar value.

B. The required services under this contract shall include:

1. The firm shall do any and all work and furnish all the management, supervision, labor, components, materials, tools, instructions, equipment, transportation, and delivery of reports necessary or proper for the performance and completion of MOLD consulting services.

## 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*

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- 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*

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Provide the following specific information:

- Prior PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES program management projects for similar organizations. (minimum 5 projects).
- Sample reports:
  - Asbestos Abatement Air Monitoring/Project Management Reports
  - AHERA Management Plan
  - Asbestos Abatement Project Design
  - Lead Stabilization Project Design
  - Ventilation System Cleaning Project Design
  - Mold Remediation Project Design
  - Reporting of Analytical Results (Bulk, PCM and TEM)
  - Reporting of Lead Results (Bulk, Air, Water)
  - Reporting of Mold Analytical Results
- An outline of how firm will implement items in section 5.0 (Inclusive of Asbestos 5.1, Lead 5.2 and Mold 5.3).

### *Tab 3 – Project Organization, Personnel Experience, and Qualifications*

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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 asbestos abatement projects, AHERA Inspections, Environmental Impact Evaluations, Asbestos Inspection Report reviews per the ACR, 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 water testing and analytical services in the Commonwealth of Pennsylvania.
- Three references of PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY 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*

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Provide a conceptual schedule and plan that includes the following:

- Sample schedule of milestones estimated for an Asbestos Abatement Renovation Demolition Project within a school
- Sample inventory and condition audit
- 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 Coverages*

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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 ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES 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*

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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*

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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 Asbestos, Lead and Mold (Must be separate from proposal)

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

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

*Tab 9 – Company’s Financial Statements*

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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 and a digital copy 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 to PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES" 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 is following a two-stage qualifications-based-selection (QBS) process for this solicitation (sometimes referred to as the Brooks Act process). 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.

*Step 2:* A limited number of firms (to be determined by the District) with the highest rated technical proposals will be invited to interviews and oral presentations with the selection committee.

*Step 3:* The interview described below is an integral part of the evaluation process. The makeup of the proposed Water Testing Program Management team and their ability to communicate and work

effectively with the rest of the team is of critical importance to the District.

**Stage 2:**

In the second stage, the fee proposal of the highest rated firm will be opened and the District will enter into fee negotiations. (Fee proposals for the other firms will not be opened until such time as the firm in question has been selected for fee negotiation.)

If the District cannot reach an agreement on fee with that firm, negotiations with that firm shall be terminated. The fee proposal of the next highest rated firm will be opened and fee negotiations with that firm commenced.

The process will be repeated as necessary until agreement is reached or the District elects to terminate this solicitation.

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 Board of Education, 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

\_\_\_\_\_

<b>Name</b>	<b>% Interest</b>
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**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.

<b>Name</b>	<b>% Interest</b>
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**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.

<b>Name</b>	<b>% Interest</b>
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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: \_\_\_\_\_  
\_\_\_\_\_ 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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.: \_\_\_\_\_  
\_\_\_\_\_ Description of Work: \_\_\_\_\_  
\_\_\_\_\_ Dollar Value \$ \_\_\_\_\_ Percentage of Total Contract  
\_\_\_\_\_ Vendor Signature \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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I certify that the information provided is true and correct \_\_\_\_\_ Date:

\_\_\_\_\_

Authorized Representative

Rev. 01-12

**ATTACHMENT "E"**  
**PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS,  
LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES**

***The "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES 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 ASBESTOS, LEAD, AND  
MOLD AND ANALYTICAL LABORATORY SERVICES**

**I have read the "PROFESSIONAL ENVIRONMENTAL CONSULTING SERVICES FOR ASBESTOS, LEAD, AND MOLD AND ANALYTICAL LABORATORY SERVICES WATER QUALITY COMPLIANCE, SAMPLING AND CONSULTING SERVICES 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 SCHEDULES**

**ASBESTOS FEE SCHEDULE**  
**ASBESTOS CONSULTING SERVICES**

**A. Asbestos Project Designer**

**Column C**

Project Manager	Rate Per Hour
EPA/PA Accredited Project Designer	Rate Per Hour
CAD Operator	Rate Per Hour
Draftperson	Rate Per Hour
Clerical	Rate Per Hour
For SDP Only (Total Sum)	


**B. Asbestos Project Monitoring**

Project Manager	Rate Per Hour
Philadelphia Licensed Asbestos Project Inspector (API)	Rate Per Hour
Environmental Technician	Rate Per Hour
Philadelphia Licensed Asbestos Project Inspector (API) and On Site Microscopist	Rate Per Hour
Clerical	Rate Per Hour
Certified Industrial Hygienist (CIH)	Rate Per Hour
For SDP Only (Total Sum)	


**C. Asbestos Building Inspectors and AHERA Management Plan Preparation**

EPA/PA Accredited Building Inspector	Rate Per Hour
EPA/PA Accredited Management Planner	Rate Per Hour
CAD Operator	Rate Per Hour
Draftperson	Rate Per Hour
Clerical	Rate Per Hour
For SDP Only (Total Sum)	


**D. Environmental Impact Surveys**

Project Manager	Rate Per Hour
Philadelphia Asbestos Investigator EPA/PA Accredited Building Inspector	Rate Per Hour
Technical Writer	Rate Per Hour
Clerical	Rate Per Hour
Certified Industrial Hygienist (CIH)	Rate Per Hour
	For SDP Only (Total Sum)


**All Inclusive Pricing Schedule**

Building Inspector/Management Planner for hours worked Monday Through Friday 8:00am to 4:30pm	Total Fixed Fee per Hour Work Week.
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**Asbestos Analytical Laboratory**

**Column V**

Air Sample Analysis by Phase Contract Microscopy (PCM) by On-site Microscopist		Per Sample	<input type="text"/>
Air Sample Analysis by Phase Contract Microscopy (PCM) 6 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Phase Contract Microscopy (PCM) 24 Hour Turnaround		Per Sample	<input type="text"/>
Bulk Sample Analysis by Polarized Light Microscopy (PLM) 6 Hour Turnaround		Per Sample	<input type="text"/>
Bulk Sample Analysis by Polarized Light Microscopy (PLM) 12 Hour Turnaround		Per Sample	<input type="text"/>
Bulk Sample Analysis by Polarized Light Microscopy (PLM) 24 Hour Turnaround		Per Sample	<input type="text"/>
Bulk Sample Analysis by Polarized Light Microscopy (PLM) 72 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Transmission Electron Microscopy (TEM) 3 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Transmission Electron Microscopy (TEM) 6 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Transmission Electron Microscopy (TEM) 12 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Transmission Electron Microscopy (TEM) 24 Hour Turnaround		Per Sample	<input type="text"/>
Air Sample Analysis by Transmission Electron Microscopy (TEM) 72 Hour Turnaround		Per Sample	<input type="text"/>
			<b>SDP</b>
			<b>SDP</b>
Transmission Electron Microscopy (TEM) Analysis Waterborne Asbestos Fibers 24 Hour		Per Sample	<input type="text"/>
Transmission Electron Microscopy (TEM) Analysis Waterborne Asbestos Fibers 72 Hour		Per Sample	<input type="text"/>

TEM Gravimetric Non Friable Organically Bound Bulk Sample Analysis 6 Hour	Per Sample	
TEM Gravimetric Non Friable Organically Bound Bulk Sample Analysis 24 Hour	Per Sample	
		<b>SDP</b>
TEM Gravimetric Non Friable Organically Bound Bulk Sample Analysis 72 Hour	Per Sample	

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.

**END OF ASBESTOS FEE SCHEDULE**

**LEAD FEE SCHEDULE**  
**LEAD CONSULTING SERVICES**

**A. Lead Project Design**

Project Manager	Rate Per Hour	
EPA/PA Accredited Project Designer	Rate Per Hour	
CAD Operator	Rate Per Hour	
Draftsperson	Rate Per Hour	
Clerical	Rate Per Hour	
For SDP Only (Total Sum)		

**B. Lead Project Monitoring**

Project Manager	Rate Per Hour	
Philadelphia Lead Inspector/Site Technician	Rate Per Hour	
Environmental Technician	Rate Per Hour	
		<b>SDP Only</b>
Clerical	Rate Per Hour	
		<b>SDP Only</b>
For SDP Only (Total Sum)		

**C. Lead Building Inspection**

Project Manager	Rate Per Hour	
EPA/PA Accredited Lead Risk Assessor	Rate Per Hour	
CAD Operator	Rate Per Hour	
Draftsperson	Rate Per Hour	
Clerical	Rate Per Hour	
For SDP Only (Total Sum)		

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**D. Lead Analytical Laboratory**

1). Lead Based Paint Analysis by X-Ray Fluorescent (XRF)	Per Sample	<input type="text"/>
2). Lead Based Paint Chip Analysis by AAC AOAC5.009 Flame Atomic Absorption (FAA)	Per Sample	<input type="text"/>
3). Lead Dust Wipe Samples (Dust) Analysis by AAS SW846-3050-6010 Inductively Coupled Plasma (ICP)	Per Sample	<input type="text"/>
4). Lead Based Air Sample Analysis by AAS NIOSH 7300 Method Inductively Coupled Plasma (ICP)	Per Sample	<input type="text"/>
5). Lead in Soil Analysis by AAS SW-847380 Flame Atomic Absorption (FAA)	Per Sample	<input type="text"/>
6). Lead in Water Analysis by AAS EPA 1620 Inductively Coupled Plasma (ICP)	Per Sample	<input type="text"/>
7). Toxicity Characteristic Leachate Procedure (TCLP)	Per Sample	<input type="text"/>

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.

**END OF LEAD FEE SCHEDULE**

**MOLD FEE SCHEDULE**

**MOLD CONSULTANT SERVICES**

**MOLD FEE SCHEDULE**

**MOLD CONSULTANT SERVICES**

**A. MOLD Project Design**

- 1. Project Designer/Project Manager \_\_\_\_\_ per hour
- 2. Industrial Hygienist \_\_\_\_\_ per hour
- 3. Certified Industrial Hygienist \_\_\_\_\_ per hour
- 4. CAD Operator \_\_\_\_\_ per hour
- 5. Clerical \_\_\_\_\_ per hour

**B. Mold Project Monitoring**

- 1. Project Manager \_\_\_\_\_ per hour
- 2. Industrial Hygienist \_\_\_\_\_ per hour
- 3. Environmental Technician \_\_\_\_\_ per hour
- 4. Clerical \_\_\_\_\_ per hour

**C. Mold Building Inspection**

- 1. Project Designer/Project Manager \_\_\_\_\_ per hour
- 2. Industrial Hygienist \_\_\_\_\_ per hour
- 3. Certified Industrial Hygienist \_\_\_\_\_ per hour
- 4. Environmental Technician \_\_\_\_\_ per hour
- 5. Clerical \_\_\_\_\_ per hour

**D. Instrumentation**

- Direct Reading Moisture Meters \_\_\_\_\_ per hour
- Direct Infrared Camera \_\_\_\_\_ per hour

**MOLD CONSULTING SERVICES**

**All Inclusive Pricing Schedule:  
Industrial Hygienist/Project Manager**

The pricing for this position is based on actual hours worked at various locations throughout the School District of Philadelphia. The normal schedule will be Monday through Friday from 8:00am to 4:30pm. This Total fixed fee is inclusive of all labor and associated cost that include the use of Direct Reading Moisture Meters and Direct Infrared Camera, and all Digital Pictures and all reports.

Total Fixed Fee per 40 Hour Work Week \$ \_\_\_\_\_

**Mold Analytical Services Fee Schedule**

**Non-Culturable**

Mold / Bioaersol Fungal Spore Trap 6 Hour \_\_\_\_\_ 12 Hour \_\_\_\_\_ 1 day \_\_\_\_\_

Mold / Tape, Swab, Bulk 6 Hour \_\_\_\_\_ 12 Hour \_\_\_\_\_ 1 day \_\_\_\_\_

Mold / Miscellaneous 6 Hour \_\_\_\_\_ 12 Hour \_\_\_\_\_ 1 day \_\_\_\_\_

Wipe and Bulk Samples Air Samples Petrographic Examination  
6 Hour \_\_\_\_\_ 12 Hour \_\_\_\_\_ 1 day \_\_\_\_\_

Mold & Fungi – Direct Examination Mold & Fungi (Spore Trap)  
6 Hour \_\_\_\_\_ 12 Hour \_\_\_\_\_ 1 day \_\_\_\_\_

**Culturable**

Mold / Bioaersol Fungal Contact Plate (Qualitative Only) 10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

Mold / Bioaersol Fungal Contact Plate (Qualitative and Quantifiable):  
10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

Mold & Fungi Culture (Genus Only) 10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

Mold & Fungi Culture (Genus & Species)  
10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

Mold & Fungi (Genus & Species) Bacterial Count & ID (Up to Three Types)  
10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

Bacterial Culture & ID (Up to Three Types)  
10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_



Bacterial Culture & ID (Up to Five Types)

10 Day \_\_\_\_\_ 15 Day \_\_\_\_\_ 20 day \_\_\_\_\_

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.

**END OF MOLD FEE SCHEDULE**