Request for Proposal (RFP) for Environmental Hazardous Materials Survey, Documentation, and Project Oversight

RFP SCHEDULE

RFP Issuance Date	Friday March 20, 2026
Mandatory Walkthrough – Delaware County Memorial Hospital	Wednesday March 25, 2026, 10:00 a.m.
Questions Due	Friday March 27, 2026, 12:00 p.m.
Proposal Due Date	Wednesday April 8, 2026, 12:00 p.m.
Anticipated School District Selection:	Tuesday April 14, 2026

SUBMIT PROPOSALS TO:

Maureen Williams, Supervisor of Procurement

mawilliams@upperdarbysd.org

REQUEST FOR PROPOSAL:
COMPREHENSIVE MOVING, REMOVAL, LIQUIDATE AND ON-CAL SERVICES

PART I:GENERAL INFORMATION

The Upper Darby School District ("School District") is a public-school district located in Delaware County, Pennsylvania, containing nine (9) elementary schools, three (3) middle school, and one (1) high school.

A. PURPOSE OF REQUEST FOR PROPOSAL

The School District is soliciting responses to this Request for Proposal ("RFP") from experienced and capable organizations wishing to provide moving and logistic services across multiple District initiatives. The goal of district leadership is to partner with a professional organization with a proven track record of supporting the implementation and delivery of these services (the "Vendor").

The RFP is designed to provide interested parties with sufficient basic information to submit proposals ("Proposals") meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential information. Respondents are at liberty and are encouraged to expand upon the specifications to provide further evidence of service capability under any proposed agreement. The School District intends to select an entity that demonstrates the highest level of knowledge, competency, qualification and experience with moving and logistic services.

The School District will evaluate timely submitted Proposals and, if it determines that it is in the School District's best interest, award a contract to the Proposer whose Proposal is most advantageous to the School District, in the School District's sole discretion. The School District reserves the right, in its sole discretion, to select or negotiate terms with one or more responding firms, to reject any and all Proposals, to amend this RFP, and/or to waive any non-material variations or irregularities with the stated RFP conditions found in the Proposals.

B. TIMELINE AND SELECTION

All times noted in the RFP are local times of the School District.

RFP Issuance Date: Friday March 20, 2026

Mandatory Walkthroughs

Delaware County Memorial Hospital Wednesday March 25, 2026, 10:00 a.m.

RFP Due Date: Wednesday April 8, 2026, 12:00 p.m.

Proposal Submission: Proposals must be submitted by email to Maureen Williams, mawilliams@upperdarbysd.org. Proposers shall email a Proposal of a searchable pdf. Proposals submitted after the RFP Due Date and Proposals not submitted to the email address above will be rejected and not considered.

Anticipated School District Selection: Tuesday April 14, 2026

Review of Proposal: The School District, at its sole discretion, may request a meeting and/or presentation to discuss a Proposal. The meeting may be held in person or remotely.

C. RFP QUESTIONS

Any questions regarding the RFP shall be submitted by email to Maureen Williams, mawilliams@upperdarbysd.org. The email must identify the person's name, contact information and entity. All questions must be submitted to the School District no later than Friday March 27, 2026, 12:00 p.m. local time.

Proposers may not rely on oral responses to inquiries and shall only rely on written responses issued in writing by Maureen Williams. Responses to questions and any addenda to the RFP will be posted on the School District's website, www.upperdabysd.org. It is each Proposer's responsibility to check the website periodically to obtain such responses and any amendments to the RFP.

D. NO SCHOOL DISTRICT RESPONSIBILITY FOR COSTS OF RESPONSE

The School District expressly disclaims any responsibility to any party with regard to any costs incurred responding to this RFP or participating in the RFP process. If, for any reason whatsoever, the District rejects a Proposer's Proposal, the Proposer agrees that it will not seek to recover profits on services not performed, to recover the costs for preparing the Proposal, or assert a claim for unjust enrichment.

PART II: GUIDELINES FOR SUBMITTING A PROPOSAL

A. REQUIRED INFORMATION

Responses shall include a qualifications Proposal as described below. The School District intends to review and evaluate the merits of the Proposal based on an evaluation criterion which will review experience and pricing metrics as determined by the School District.

The Proposal shall consist of a searchable PDF document with the Proposer's name and date on the cover page of the document. Submit a complete response to the RFP using the format outlined in Proposal Form attached hereto **as *Exhibit A***.

Proposals shall be emailed to Maureen Williams, mawilliams@upperdarbysd.org. Proposals must be received by Wednesday April 8, 2026, 12:00 p.m. local time. ***Faxed, mailed responses and late proposals will not be considered.***

B. SCOPE OF SERVICES

The list of requirements attached hereto as ***Exhibit B***, while not exhaustive, are intended to provide interested parties with sufficient basic information to submit Proposals meeting minimum requirements but is not intended to limit a Proposal's content or exclude any relevant or essential information as listed on Exhibit B.

C. CONTRACT PERIOD

The School District's intent is for the terms to begin at the execution of the Agreement and expire on August 21, 2026.

D. FORM OF AGREEMENT

The form of written agreement the School District intends to enter with the Vendor will be an agreement which is subject to final approval of the Upper Darby School District governing board and legal counsel. Each project as identified under Exhibit B shall be awarded under a separate contract. This RFP and the Vendor's Proposal shall be incorporated by reference into the final written agreement, so each Proposer shall clearly indicate any RFP terms that it takes exception to in its Proposal. In addition to indicating in the Proposal any exceptions taken to the RFP terms, Proposers are encouraged, but not required, to provide a draft contract for review. A duly authorized officer or agent of the Proposer shall sign the Proposal.

E. INSURANCE REQUIREMENTS AND LIMITS AND INDEMNIFICATION

All insurance policies required hereunder shall be primary and non-contributory with regard to the School District's shall be maintained in full force and effect for the term of the agreement. Each policy shall contain the provision that the Vendor shall provide thirty (30) days prior written notice given to the School District in the event of cancellation, non-renewal, or material change to the insurance coverages. A certificate of insurance evidencing all insurance coverages as outlined below shall be provided to the School District for review upon request, and at least seven (7) working days prior to the execution of the agreement and at any time thereafter upon the School District's written request.

The insurance companies indicated as the carriers on the insurance certificates, shall be authorized to do business in the Commonwealth of Pennsylvania, shall have an AM Best rating no less than "A," and the carriers shall be acceptable to the School District. The Receiver, School District, School Board, Chief Recovery Officer, officers, employees, volunteers, and agents shall be named as additional insureds, ATIMA, with respect to all coverages, except Workers' Compensation and professional liability/malpractice insurance. The Vendor's liability insurance coverage shall be endorsed to state that its coverage will be primary to any other coverage available to the School District, that no act or omission of the School District will invalidate the coverage, and that the insurance company waives subrogation against the School District, and any of the School District's officers, employees and agents.

The Vendor shall provide the School District with evidence of such coverages and endorsements on or prior to the commencement of this Agreement. The Vendor shall acquire and maintain throughout the term of the agreement the greater of (a) its current policies or (b) the following minimum levels of insurance:

Worker's Compensation – Statutory Limits

Employer's Liability – (1) $1,000,000.00 Each Accident-Bodily Injury by Accident; (2) $1,000,000.00 Each Employee-Bodily Injury by Disease; and (3) $1,000,000 Policy Limit Bodily Injury by Disease.

General Liability Insurance. The general liability insurance shall cover premises operations; blanket contractual liability; personal injury liability; products and completed operations; independent contractors, employees and volunteers as additional insureds; cross party liability; broad form property damage (including completed operations). The general liability coverage shall include the Designated Locations General Aggregate limit endorsement within the policy, and Vendor shall obtain a Sexual Molestation and Child Abuse Endorsement. General Liability Insurance Limit of Liability:

$1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability;
$1,000,000.00 advertising injury;
$3,000,000 general aggregate; and
$3,000,000.00 aggregate for products and completed operations.

Automobile Liability Insurance. Limit of Liability: $1,000,000.00 per occurrence combined single limit for bodily injury (including death) and property damage liability arising from owned, non-owned, and hired vehicles when any motor vehicle is used in connection with the program.

Professional Liability/Educators Liability/Malpractice/Errors and Omissions Insurance. Limits no less than the following:

$3,000,000 General Aggregate;
$3,000,000 Per Occurrence.

Such Professional Liability should include Employment Practices Liability including 3rd party employment practices. Limit of Liability: $1,000,000.00. Professional liability insurance shall cover errors and omissions, including professional liability assumed under the agreement, which may be written on a claims-made basis, with tail coverage of no less than five (5) years.

Excess Umbrella Liability. Excess/Umbrella Liability coverage in an amount not less than $5,000,000 per occurrence. The Excess/Umbrella Policy shall schedule all underlying liability coverages required under the agreement unless a separate $3,000,000 limit is maintained for Professional Liability.

Directors and Officers Liability. Vendor shall maintain Directors and Officers Liability Insurance in an amount not less than $1,000,000.

The insurance requirements are not intended and shall not be construed to modify, limit, or reduce the indemnification obligations set forth below or limit the Vendor's liability to the limits of the policies of insurance required to be maintained hereunder.

The Proposer shall indemnify and hold harmless the Chief Recovery Officer, the Receiver, the Board, the School District, and its and their officers and employees from and against all claims and liabilities incurred in or arising out of the Proposer's performance of the contract.

F. TERMINATION

The School District may terminate the contract within fifteen (15) days' written notice to the Vendor of the intent to terminate the contract. The contract can be terminated for failure to perform or for convenience. In the event of termination, the School District shall only be responsible for payment of services actually and satisfactorily performed. If the School District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s).

G. ASSIGNMENT

The Vendor shall not be permitted to assign the agreement without the advanced, written, express consent of the School District.

H. SUBCONTRACTING AND SUB CONSULTING

The Vendor shall not be permitted to enter into a subcontract or sub consulting agreement for any of its contractual duties without the advanced, written, express consent of the School District.

I. WAIVER OF CONSEQUENTIAL DAMAGES

The Vendor shall waive any claim against the School District for lost profits, lost expected profits, consequential damages, indirect damages, incidental damages, and/or punitive damages arising out of or relating to the contract or termination thereof.

J. CLEARANCES, CERTIFICATIONS, AND LICENSURE

At no cost to the School District, and at the School District's discretion, they may request that the Vendor provide the School District with the following valid clearances and certifications for each Vendor employee or permitted subcontractor prior to performing any services for the School District:

A Child Abuse History Clearance (Act 151);
Federal Criminal History Records (Act 114);
Pennsylvania Background Checks (Act 34);

K. MODIFICATION AND WITHDRAWAL

Proposals may not be modified after submittal. Proposals may be withdrawn after submittal, provided that the Proposer makes a request to withdraw in writing and the request is received prior to the time of the RFP Due Date. Negligence by the Proposer in preparing the Proposal confers no right of withdrawal or modification of the Proposal after the Proposal has been opened. No claims on account of mistakes or omissions in any Proposal will be considered. A Proposal is deemed a firm offer and each Proposer agrees that its Proposal shall not be withdrawn within sixty (60) days from the Proposal Opening.

L. COLLUSIVE PROPOSALS

By submitting a Proposal, Proposer certifies that it has not combined, conspired, or agreed to intentionally rig, alter, or otherwise manipulate, or cause to be rigged, altered, or otherwise manipulated, its Proposal for the purpose of allocating purchases or sales to or among persons, raising or otherwise fixing the prices of the goods or services, or excluding other persons from dealing with the School District. By submitting its Proposal, Proposer certifies that its Proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Proposer, supplier, manufacturer, or related entity in connection with its Proposal.

M. CONFIDENTIALITY OF PROPOSALS

Under Pennsylvania's "Right to Know" law, public records are required to be open for reasonable inspection. Each Proposal, including detailed price and cost information, will be held in confidence while the District is evaluating the Proposal. After the District and the successful Proposer(s) have executed a contract, all Proposals will become public records.

Trade secrets and other confidential proprietary data contained in the Proposal may be held confidential if the Proposer submits a written request to the District, and the District agrees in writing to do so. Material considered trade secrets or confidential proprietary data by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for requesting the confidentiality of each such material. Blanket statements that the entire Proposal is confidential shall be unacceptable.

When submitted to the District, the Proposal shall become the exclusive property of the District and will not be returned to the Proposer.

N. VENDOR RESPONSIBILITIES

It is the obligation of each Vendor to examine instructions, requirements, and specifications before submitting a Proposal. Submission of a Proposal shall be proof that such examinations have been made and that each Vendor has completed his/her own investigation and has become thoroughly familiar with the requirements.

District will not be responsible for nor honor any claims resulting from or alleged to be the result of misunderstanding by the Vendor. Vendors will be required to assume responsibility for packaged service offered in the Proposal. Work will be considered complete only upon the District's explicit approval.

Vendor(s) are responsible for any item(s) that are item is damaged or lost during handling throughout the course of the Contract, including but not limited to replacement or repair.

Vendor(s) shall be fully responsible for providing all required personal protective equipment (PPE) and protective gear necessary for the performance of the work. This includes ensuring that all PPE meets applicable safety standards and is properly used by all contractor personnel at all times while on site.

Vendor(s) are strictly prohibited from assigning or subcontracting any rights, responsibilities, or duties under the Agreement without the express written approval of the District.

It is the Vendor's responsibility to comply with all local, state, and federal laws, regulations, codes, licensing, and other requirements.

Pursuant to and in accordance with the Public Works Contractors' Bond Law of 1967, at the Vendor's expense, the Vendor shall be required to supply to the School District with performance and payment bonds equal to one hundred percent (100%) of the Contract Sum prior to the execution of the Contract.

O. RESERVATION OF RIGHTS

This is a request for professional services, and not a competitive bid. The District is not required to conduct its request for professional services in accordance with competitive bidding laws.

The District reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:

- To reject all Proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
- To reject any Proposal if, in the District's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, or it is otherwise in the best interest of the District to reject the Proposal.
- To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the execution of a final contract, including any terms and/or conditions.
- To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the District determines, in its sole discretion, that it is in the District's best interest to do so.
- To award on an individual project, multiple projects, or no projects.
- To award on individual components of a project separately.
- To adjust the sequencing or timing of work, including delay for any reason and modify the timeline of work for any reason.

- To reject the Proposal of any Proposer that, in the District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the District, is financially or technically incapable, or is otherwise not responsible.
- To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the District's sole judgment, material to the Proposal.

To permit or reject, at the District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to a Proposal by one or more of the Proposers following Proposal submission.

To request that any Proposer modify its Proposal, including, but not limited to, modifying the pricing or providing additional information.

To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.

To require that the Proposer appear for interviews and/or presentations of its Proposal at District offices.

To inspect projects similar in type and scope to the work sought in this RFP.

To conduct such investigations as the District considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.

P. HOLD HARMLESS

The Vendor shall indemnify, defend, and hold harmless the District, its officers, school directors, agents, and employees from every claim or demand made, and every liability, loss, damages, or expense, of any nature whatsoever (including, but not limited to, reasonable attorney's fees) arising from the negligence, gross negligence, and/or willful misconduct of Vendor, including its officers, directors, employees, representatives, assigns and agents. Vendor waives claims against the District for lost profits, lost expected profits, consequential damages and/or incidental damages arising out of or relating to this RFP, the Agreement, or the termination thereof.

Q. ADDITIONAL LEGAL REQUIREMENTS

1. Debarment And Suspension. A contract award must not be made to parties listed on the government-wide exclusions in the system for award management (SAM) in accordance with OMB Guidelines at 2 CFR § 180, relating to "Debarment and Suspension". Proposer represents that it has not been and is not currently listed on the government-wide exclusions, nor has it been debarred or suspended from participating in any state or local public contracts. Proposer further agrees to immediately notify the School District if Proposer is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

2. Byrd Anti-Lobbying Amendment. Proposers who apply for an award exceeding $100,000.00 must file the required certification under the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352), permitting the use of federally-appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, any member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or other award.

3. Equal Employment Opportunity. It shall be mandatory that the Vendor will not discriminate against any person upon any grounds prohibited by federal or state law.

The Vendor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, ancestry, marital status, sex, national origin, handicap, or unfavorable discharge from military service.

The Vendor will furnish all information and reports required by law and will permit access to its books, records, and accounts by the School District and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

4. Small And Minority Business, Women's Business Enterprises, And Labor Surplus Area Firms. The Vendor shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small

businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms.

5. Adherence To Applicable Laws. Proposers shall comply with all applicable federal, state, local, and industry statutes, regulations, ordinances, codes, and standards. The specific statutory requirements enumerated in this RFP shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of a Proposer's obligations under applicable laws. The failure to specifically reference or include said matters in this RFP or a contract awarded to a successful Proposer does not excuse a Proposer from compliance with the same.

6. Domestic Preferences. To the extent applicable, Vendor will demonstrate a preference for using U.S.-made products in alignment with federal guidelines.

INSTRUCTIONS FOR NON–COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this Proposal.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the Proposer who makes the final decision on prices and the amount quoted in the Proposal.

3. Proposal rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the Proposer with responsibilities for the preparation, approval or submission of the Proposal.

4. In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an Affidavit must be submitted separately on behalf of each party.

5. The term "complementary proposal" as used in the Affidavit has the meaning commonly associated with that term in the proposing process, and includes the knowing submission of Proposals higher than the Proposal of another firm, any intentionally high or noncompetitive Proposal, and any other form of Proposal submitted for the purpose of giving a false appearance of competition.

   Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON–COLLUSION AFFIDAVIT

State/Commonwealth of _____: Contract/RFP_____
County of _____:
I state that I am_____ of_____
(Title) (Name of Firm)
and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this Proposal. I state that:

7. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, Proposer or potential Proposer.

8. Neither the price(s) nor the amount of this Proposal , and neither the approximate price(s) nor approximate amount of this Proposal , have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.

9. No attempt has been made or will be made to induce any firm or person to refrain from proposing on this contract, or to submit a Proposal higher than this Proposal , or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal .

10. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.

11. _____ , its affiliates, subsidiaries, officers,
12. (Name of firm)

13. directors and employees are not currently under investigation by any government agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:_____.

I state that _____ understands and acknowledges that the
(Name of my firm)
above representations are material and important and will be relied on by the Upper Darby School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Upper Darby School District of the true facts relating to the submission of Proposals for this contract.

_____
(Name & Title)

SWORN TO AND SUBSCRIBED
BEFORE ME THIS _____ DAY
OF _____, 20___
Notary Public
My Commission Expires