



School District of Philadelphia

Office of Capital Programs

**440 North Broad Street, 3rd Floor
Philadelphia, PA 19130-4015**

REQUEST FOR PROPOSALS

to provide

Mechanical, Plumbing, Fire Protection & Electrical Engineering Design Services ON AN AS-NEEDED BASIS

1.0 Subject

The School District of Philadelphia (SDP) is requesting proposals from professional firms for mechanical, plumbing, fire protection and electrical engineering design services on an as-needed basis for boiler replacements, cooling system improvements, HVAC distribution and systems controls improvements, electrical service upgrades, electrical distribution and lighting improvements, and fire alarm replacements at various schools.

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

The Office of Capital Programs (OCP) is responsible for identifying and prioritizing capital work within the SDP. OCP shares responsibility for the long term upkeep and replacement of critical building systems over 25.6 million square feet including nearly 500 buildings, annexes, administrative buildings and athletic fields. OCP works closely with the Office of Facilities and Maintenance, the Office of Environmental Management Services, the Office of Real Property, and the Office of General Counsel.

The School Reform Commission adopted the Capital budget for FY 2018 on May 25, 2017. The basis for the budget is the sale of bonds usually repayable with interest over 30 years. The Capital budget is the basis for the multi-year Capital Improvement Program (CIP). Projects are selected for inclusion in the CIP using building condition assessment reports, work order and deferred maintenance data, input from field maintenance employees and school administrators, and the priorities identified in the Superintendent's Strategic Action Plan. CIP priorities include maintaining the physical integrity of existing facilities, upgrading existing facilities to meet code requirements and educational program needs, replacing systems that have exceeded their lifecycle, and constructing new facilities and additions.

It is anticipated that the construction cost of most MEP & Fire Protection projects will be between \$100,000 and \$4,000,000.

2.0 Place and Date of Submission

One (1) original and four (4) copies of the Proposal shall be submitted in a sealed envelope clearly marked: "MEP & Fire Protection Design Services RFP Due 07/25/17"

with the name of the Prime Proposer's firm and their address.

Faxed and Electronically Transmitted Proposals shall not be accepted.

Responses must be received no later than 2:00 pm, Tuesday, July 25, 2017.

The Proposal shall be addressed to:

The School District of Philadelphia
Office of Capital Programs, Suite 371, Office 3165
440 North Broad Street
Philadelphia, PA 19130
Attn: Jerry Thompson

3.0 Communications

All questions must be submitted in writing via e-mail to Jerry Thompson, Contracts Manager, gcthompson@philasd.org. The subject line must include the name of the Project: "Proposals for MEP & Fire Protection Design Services."

The deadline for all questions is 2:00 pm, Friday, July 14, 2017. All responses for every inquiry, including amendments to this RFP, will be provided and posted on the Office of Capital Programs website which can be accessed by clicking on the following link: <http://webgui.phila.k12.pa.us/offices/c/capital-program-bids/rfps>.

The SDP will not be bound by any oral communications. From the date of the 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 SDP staff, except as provided in the RFP. Communication with other SDP staff is expressly prohibited. Any communication in violation of this provision will not be binding on the SDP and shall be grounds for immediate disqualification.

4.0 Term of the Contract

The term of the contract shall be three years or to the date that maximum amount of fee has been expended, whichever occurs first.

Option to Renew. The SDP may, at its sole discretion, renew this Contract for up to one (1) additional successive one (1)-year (12 months) period ("Additional Term"). Pricing shall be subject to renegotiation between the parties at the time the SDP exercises its option to renew. The Prime Proposer only guarantees the quoted pricing for the Initial Term. Except as expressly stated otherwise in an Amendment, the terms and conditions of this Contract shall apply throughout the Additional Term.

5.0 Amount of the Contract

The maximum Not to Exceed Aggregate amount of the Contract is \$3,800,000 to be invoiced over the term of the contract. The SDP reserves the right to limit the amount of the award and shall not guarantee that the selected Prime Proposer(s) will receive project assignments.

6.0 Proposal Requirements

All of the proposal requirements must be included in the order described below.

A. Cover letter

A narrative explaining the Prime Proposer's understanding of the Scope of Services and a narrative as to why it is qualified to undertake the services described herein.

B. Organizational Chart

Chart of the team being proposed and a description of the organizational structure.

C. Resumes

Resumes of all key people that will perform the required services.

D. Proof of Registration

Provide copies of certificates proving professional registration in the State of Pennsylvania of all staff and consultants who will sign and stamp the contract documents.

E. References

Provide two for each key team member.

F. Work Examples

Completed projects (10 maximum) of comparable type, scope and complexity. Include the year completed, construction budget, and construction cost. Include description of the Prime Proposer's firm's experience with phased projects in occupied existing buildings.

G. Budget Controls

Description of the Prime Proposer's firm's experience and ability to design a project with strict adherence to the proposed budget. Description of Prime Proposer's firm's approach to and experience with performing value engineering.

H. Change Order Controls

Description of the Prime Proposer's firm's experience with and process to minimize change orders and change order costs during construction.

I. Schedule Controls

Description of the Prime Proposer's firm's experience and ability to meet or reduce proposed schedules; any techniques that may be used to reduce proposed schedules should be explained in detail. Description of Prime Proposer's firm's method to assist in construction administration to meet the construction completion dates.

J. Financial Statements

The Prime Proposer must submit its most recent audited financial statement, which shall include, at a minimum, a balance sheet, related statements of income and retained earnings and cash flows and footnotes.

K. Architect-Engineer Qualifications Form

The Prime Proposer must submit a completed SF 330 Architect-Engineer Qualifications form. Standard Form 330 and related instructions can be downloaded here: <https://www.gsa.gov/portal/forms/download/116486>.

L. Agreement to Contract Terms and Conditions-See Attachment “A”

The Prime Proposer shall review the sample contract and complete the form below acknowledging that they are in agreement with SDP's Professional Services Contract and no changes will be made to the Contract.

M. City of Philadelphia Tax Compliance

Provide a copy of the Prime Proposer's firm's "Certificate of Tax Clearance" with the City of Philadelphia. Search for the firm's tax compliance status at this link: <https://secure.phila.gov/revenue/TaxCompliance>. If the firm is compliant, print and attach the certificate. If the firm is not compliant, please contact the City Revenue Department Tax Clearance Unit at (215) 686-6565.

N. Anti-Discrimination Policy & Equal Opportunity Non-Discrimination Notice-See Attachment “B”

The Prime Proposer must sign the form below acknowledging and agreeing to adhere to the District's Anti-Discrimination Policy.

O. M/WBE Participation Plan Form-See Attachment “C”

The Prime Proposer must complete the M/WBE Participation Plan form. Respondent to this RFP will include 15%-20% sub-consultant participation with either a minority-owned business enterprise(s)and/or with a women-owned business enterprise(s).

P. Fee Proposal-See Attachment “D”

The method of compensation for each individual project shall be determined by the SDP, at its option, as hourly rates, percentage of construction costs or a negotiated fee. The Prime Proposer shall complete all three pages of the fee proposal.

Q. Proof of Insurance

Provide Certificate(s) of Insurance reflecting current insurance coverage of the Prime Proposer's firm for the following:

1. Workers' Compensation and Employers' Liability Insurance
2. Commercial General Liability Insurance
3. Automobile Liability Insurance
4. Professional Liability Insurance
5. Excess Umbrella Insurance

Successful Prime Proposer(s) must provide evidence of current insurance coverage prior to execution of the contract. The amounts and types of such insurance coverages will be indicated in the contract.

7.0 Scope of Services

Design and Documentation of each of these projects shall be completed in an expeditious manner according to the schedule set by the Office of Capital Programs.. The scope of design services shall include, but may not be limited to, the following:

- Mechanical Plant replacements.
- Boiler replacement - Steam and Hot Water Condensing Boilers.
- Chiller replacements – Air, Water, and Glycol Chillers.
- Cooling Tower Replacements.
- Automatic temperature Controls – DDC and Bac Net Systems.
- Sprinkler Systems
- Fire Alarm Upgrades – Addressable fire alarm system including, but not limited

to fire alarm riser, signal line circuit, notification appliance circuit, fire alarm control panel, remote annunciator panels, notification appliance circuit panel, pull stations, audio/visual alarms, heat, smoke, and duct smoke detectors per School District of Philadelphia (SDP) fire alarm design guideline and variance of general application.

- Emergency & Standby Generator Replacement – Indoor or outdoor installation, natural gas or diesel with fuel tank. Outdoor generator to include sound ordinance/sound attenuation, housekeeping concrete pad and fencing.
- Electrical Distribution Modernization – replace antiquated single, two and three phase power distribution systems including but not limited to: disconnect switches, motor controllers, switchboards, electrical panels, circuit breakers, fuses, branch circuiting, receptacles, lighting and lighting controls.
- Electric Service Upgrades/New Electric Service – Existing school(s) or new school(s) to accommodate future growth. Electrical riser diagrams and panel schedules for all design work.
- Short Circuit Coordination and Arc Flash Studies – Electrical distribution Modernization, Electrical service upgrades and new electrical service upgrades according to NEC 70E.
- Lighting and Re-lighting System – replace/redesign incandescent and fluorescent lamps and fixtures with LED lamps and fixtures. Design can include interior and exterior lighting systems and parking lot lighting. Photometric calculations shall be included with all designs with lighting levels documented per IES recommendations.
- Plumbing – Hydronic, sanitary and potable water piping. Riser diagrams for sanitary, water and gas systems.
- Plumbing – Water heater(s) – High efficient tank, tankless and hybrid type.
- Telecommunications – Fiber Optic, CAT 6 cable, wiring management, data racks, UPS, routers, patch panels, PDU and network switches.
- Security – Camera design/layout, security monitors, card readers, door strikes, magnetic door hold(s), intercom and/or security systems.
- Elevator replacement and modernization
- Master Clock Systems – Wire and wireless systems.
- Hydronic, Air and Flow calculations through piping and duct. Plumbing fixture, for sanitary and water load calculations through IPC. Gas load calculations through local code requirements.
- Produce phasing plans that coordinate construction in an occupied school;
- Provide cost estimates at each design phase with detailed lists of all components of replacement / repair organized per MasterSpec divisions;
- Participate in design meetings and record / distribute meeting minutes.

In addition, where major scope services create a need for collateral improvements, professional design services could encompass each of the following additional disciplines:

- Architectural; Miscellaneous work to complete the MEP & FP Contract.
- Structural Engineering; Dunnage for the mechanical systems, seismic hangers, vibration isolators, concrete pads for the mechanical equipment and emergency generators.
- Civil Engineering; Miscellaneous work for parking lot lighting, etc.
- Cost Estimating; MEP, FA, Structural, Telecommunications, elevators, and Security Scope of Work.
- Elevator Consultant.

Construction Administration services shall be provided for all assigned projects in accordance with the requirements listed in the sample contract. The scope of

construction administration services shall include, but may not be limited to, the following:

- Obtain approvals from City of Philadelphia governing authorities;
- Respond to submittals and RFIs;
- Conduct construction site observations;
- Review change orders;
- Participate in construction meetings and record / distribute meeting minutes.

Prime Proposer shall have staff available to provide all services associated with assigned projects in an expeditious manner to comply with schedule to be provided by the SDP. The Prime Proposer may be called upon to provide services on a number of these projects at the same time.

8.0 Selection Procedure & Evaluation Criteria

A responsive proposal is complete and addresses all requirements of the RFP. Each proposal will be reviewed by the SDP selection committee to determine responsiveness. Proposals deemed non-responsive will be rejected without evaluation. The SDP reserves the right to reject any or all proposals when such rejection is in the best interest of the SDP. The SDP 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 SDP rejects any 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 SDP and that it will be liable for damages incurred by the SDP arising from the breach of this agreement including, but not limited to, the SDP's attorneys' fees and costs of defending such action.

Proposals shall be evaluated by a selection committee. Each member of the selection committee will assign a score to the proposal based on the following evaluation criteria:

- A. Technical competence and qualifications of the Prime Proposer's firm as evidenced by professional experience in the satisfactory performance of design services for projects of comparable size, building type and complexity;
- B. Technical competence and qualifications of the assigned personnel as evidenced by the education and experience of key team members in providing the services described herein;
- C. The quality of references from past or current clients, preferably regarding projects of comparable type, size, and complexity to the projects described herein;
- D. History of Prime Proposers in successfully meeting schedules and budgets with special consideration for minimizing change orders and coordinating phased construction in occupied buildings;
- E. Meeting of M/WBE goals required in Attachment E.

Prime Proposers' firms will receive a ranking based on the selection committee's scores.

The SDP will develop a short list of qualified firms, interviews may be conducted and fees may be negotiated.

The Chairperson of the selection committee will recommend the most qualified Prime Proposers at compensation which is determined to be fair and reasonable. An Award Resolution will be prepared and submitted to the School Reform Commission for approval.

The SDP may at any time terminate the RFP process provided for herein for any reason or no reason at the sole discretion of the SDP. The receipt of proposals or other documents by proposers during any state of the RFP process shall in no way obligate the SDP to enter into any agreement with any proposer or make the SDP liable for any proposer costs. The SDP may alter these and any other procedures as it deems necessary and appropriate.

Notification of Award

Selected Prime Proposer(s) shall be approved by the School Reform Commission, after which the SDP will notify the successful Prime Proposer(s) of the award and prepare and distribute the necessary documents for execution. The unsuccessful Prime Proposers will be notified by letter after the awarding of the contract.

ATTACHMENT A

SAMPLE PROFESSIONAL DESIGN SERVICES CONTRACT

The “Professional Design Services Contract” shall serve as a “sample” document for the Prime Proposer(s) to review. Said “sample” contract shall not be construed as a contract between the Prime Proposer and the SDP. The Sample Contract can be viewed by clicking on the following link:

PROVIDE LINK

I have read the sample “*Professional Design 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.

Prime Proposer’s Firm Name: _____

Corporate Seal: Affix Here

Signature: _____ (Principal / Owner)

Title: _____

Date: _____

ATTACHMENT B
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:

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

Respondent to this RFP will include 15%-20% sub-consultant participation with either a minority-

owned business enterprise(s) and/or with a woman-owned business enterprise(s).

Where the Respondent proposes to perform the total contract with its own work force without any joint venture or subcontracting, before the contract is awarded, the Respondent will submit to the School District, information sufficient for the School District to determine that the Respondent has made a good faith effort to attain meaningful and substantial participation of M/WBEs.

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.

3. 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.

4. 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.

(Name of Firm)

(Seal)

(Signature of Owner or Partner)

**ATTACHEMENT C
SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES**

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

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

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

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

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

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

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

ATTACHMENT D

Fee Proposal Cover Sheet – Page 1 of 3

School District of Philadelphia

Professional MEP & Fire Protection Design Services

Please acknowledge the following by signing where indicated below.

Method of Compensation

The method of compensation for each individual project shall be determined by the School District of Philadelphia (SDP), at its option, as hourly rates, percentage of construction cost or a negotiated fixed fee.

Project Design Team Personnel List with Hourly Rates (page 2)

The listing must include the hourly billable, all-inclusive wage rates for all people listed as design team personnel. These wage rates will be used to invoice for services performed when the method of compensation is by hourly rates. These hourly rates shall be fully loaded including benefits, overhead and profit. **Please provide only one wage rate per position; do not use ranges. If ranges are used, the lower rate will be used for evaluation and if selected, will become the contract rate. Do not add positions.**

Invoicing for services shall be limited to these individuals at the hourly rates indicated. Once the Prime Proposer enters into a contract with the SDP, any revisions or additions shall require prior approval by the SDP.

Fee Schedule Based on % of Construction Value (page 3)

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost.

Reimbursements

The only reimbursements that will be paid to consultants shall be for actual cost of incidental materials and services authorized by the SDP. This would include reproduction of bidding documents, special presentation documents required for public meetings (such as zoning board) and testing services. Normal printing of documents for SDP approvals or consultant's use, travel expenses and meals shall not be reimbursable.

(Trade Name of Firm)

(Signature of Owner or Partner)

ATTACHMENT D

**Fee Proposal – Page 2 of 3
To Provide
MEP & Fire Protection Design Services on an as-needed basis**

PRIME PROPOSER’S FIRM: _____

Fee proposal shall include the percentage of construction cost that shall be billed for projects when the method of compensation is determined to be by percentage of construction cost. Provide for the following:

<u>Project Construction Value</u>	<u>Proposed Fee</u>
\$25,001 to \$50,000	_____ %
\$50,001 to \$100,000	_____ %
\$100,001 to \$200,000	_____ %
\$200,001 to \$400,000	_____ %
\$400,001 to \$1,000,000	_____ %
Over \$1,000,000	_____ %

The Prime Proposer’s percentage of construction cost on any project shall be all-inclusive. The Prime Proposer shall be entitled to payment on an individual project for the authorized reimbursable expenses provided in the “Sample Professional Design Services Contract.”

ATTACHMENT D
Fee Proposal Sheet - Page 3 of 3
To Provide
MEP & Fire Protection Engineering Design Services on an as-needed basis

PRIME PROPOSER'S FIRM: _____

Hourly rates will be utilized for any authorized and approved additional services, see the "Sample Professional Design Services Contract."

Do not provide a range. Do not add positions. Include rates for positions shown.

Name & Company		Position	Hourly Rate
Company	Key Personnel	MEP & FA Engineering	
		Principal-In-Charge	\$
		Project Manager / Sr. Civil Consultant	\$
		Licensed PE – Mech. /Plumb. Engineer	\$
		Licensed PE – Electrical Engineer	\$
		Quality Control	\$
		Construction Administrator	\$
		Cost Estimator	\$
		Clerical	\$
		CADD Operator	\$
Company	Key Personnel	Architectural	
		Principal-in-Charge	\$
		RA Architect	\$
		CADD Operator	\$
		Clerical	\$
-		Civil/Structural	\$
		Principal-in-Charge	\$
		Licensed PE Civil/Structural	\$
		CADD Operator	\$
		Clerical	\$
Company	Key Personnel	Cost Estimator/Analysis	
		Estimator	\$
Company	Key Personnel	Elevator Consultant	
		Project Manager	\$
		Elevator Technician	\$