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

**44O NORTH BROAD STREET, 3RD FLOOR**

**PHILADELPHIA, PENNSYLVANIA 19130-4015**

**TELEPHONE (215) 400-4730 / FAX (215) 400-4731**



**Request for Proposal**

**Professional Construction Management Services**

**for**

**Building Improvements at John L. Kinsey Elementary School**

**A. Subject**

The School District of Philadelphia’s Office of Capital Programs is requesting proposals from qualified Construction Managers (CM) who can provide all the project components of design, public bidding, and construction of all improvements at the John L. Kinsey Elementary School, located at 6501 Limekiln Pike, Philadelphia, Pennsylvania, 19138, to support the relocation of a secondary program into the building. The improvements will support Building-21, a District managed non-selective high school program relocate to the building at the start of the 2017-18 academic year. The CM shall be responsible for the design, public bid, procurement, award of separate construction contracts, and construction of the improvements within a Guaranteed Maximum Price (the “GMP”).

The existing Kinsey School building was vacated June 30, 2016. The building shall be repurposed to support Building 21 as authorized by the School Reform Commission on October 13, 2016, Resolution A-6. Building-21 is currently a secondary school serving approximately 350 students in grades ninth through eleventh. Building-21 is a non-selective district high school that opened in the fall of 2014.  At Building-21, the high school experience focuses on "learner as designer," where students create their own self-paced learning pathways and choose from a variety of instructional opportunities, including blended learning, problem-based learning and experiential learning. The school is expected to reach its full grade complement serving approximately 500 students in grades ninth through twelfth starting in the 2017-18 academic year.

The School District of Philadelphia (“SDP”) 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).

**B. Place and Date of Submission**

One (1) original and four (4) copies of each of the Technical and Fee Proposal shall be submitted in a sealed envelope clearly marked: “Professional Construction Management Services for Building Improvements at John L. Kinsey Elementary School RFP” with the name of the proposing firm and their address.

**Faxed and Electronically Transmitted Proposals will not be accepted.**

**Responses must be received by no later than 2:00 pm, Thursday, January 12, 2016.**

**The Proposal shall be addressed to:**

**The School District of Philadelphia**

**Office of Capital Programs**

**440 North Broad Street, Suite 371, Office #3165**

**Philadelphia, PA 19130**

**Attn: Jerry Thompson**

**C. Site Tours**

**All Proposers are strongly urged to visit the project site for tours of the existing facility. The site tour is scheduled as follows:**

**Thursday, December 1, 2016**

**8:00AM**

**John L. Kinsey Elementary School**

**6501 Limekiln Pike**

**Philadelphia, PA 19138**

All Proposers shall assemble at the Entrance Lobby along Limekiln Pike.

Additional site visits will be available upon request from December 5th through December 9th between the hours of 12:00PM and 2:00PM. Please contact Renee Evans at 215-400-5203 to schedule.

**D. Questions and Communications**

All questions must be submitted in writing via e-mail to Jerry Thompson, Contracts Manager, [gcthompson@philasd.org](mailto:gcthompson@philasd.org) The e-mail must include the name of the Project, “Professional Construction Management Services for Building Improvements at John L. Kinsey Elementary School RFP.” **The deadline for all questions is 2:00 pm, Wednesday, December 21, 2016.** 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/current-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.

**E. Schedule**

The School District anticipates award of the contract at the January 19, 2017, Public Action Meeting of the School Reform Commission. The project substantial completion date is July 31, 2017 and the date for final completion is August 15, 2017.

1. It is anticipated that the School will be unoccupied during design and construction periods.
2. The School District will deliver the building free from furniture, equipment and chemicals.
3. The Attic area is currently a restricted area and will remain a restricted area until Asbestos Abatement Activities are completed on May 31, 2017. This work will be performed under a separate contract.
4. The Auditorium Stage area is currently a restricted area and will remain a restricted area until Asbestos Abatement Activities are completed on May 31, 2017. This work will be performed under a separate contract.
5. Beginning August 1, 2017 the SDP will begin to occupy the building and install equipment, computers, and furniture.

**F. Budget**

It is the intent of the School District to contract with the CM to complete the Design, Public Bid, Procurement and award of Separate Construction Contracts, and Construction of all improvements for a Guaranteed Maximum Price.

**G. Project Scope**

The School District of Philadelphia intends to enter into a contract with a CM to create design documentation, estimates, and manage construction of building and educational improvements at the John L. Kinsey Elementary School as defined in the RFP. Beginning in the 2017-18 academic year the Kinsey building will be repurposed to support Building-21, serving grades nine through twelve with a projected enrollment of 500 students.

The successful Proposer (termed “CM”) shall be required at its sole cost and expense to obtain City of Philadelphia Zoning approval and all applicable Building permits, perform any required environmental assessment and remediation, design and develop all necessary site improvements, and to design and construct all educational improvements and American with Disabilities Act (ADA) modifications in support of Building-21.

The “Program of Requirements” contained in **Attachment “G”** highlights some of the classroom requirements and renovations including, but not limited to, the following:

**I. Design Services**

The new school shall be designed for 500 students in a project-based learning environment. The new science lab shall be equipped with water and gas at the teacher station only, and water at the perimeter to accommodate 8 counter mounted lab sinks. The cafeteria shall have a limited service kitchen to provide dry and cold storage for freshly cooked meals on site. The improvements shall take advantage of current classrooms location and shall afford IMC, Science Labs, Auditorium, Cafeteria, and Gym to remain at their current location. The proposed improvements shall provide a water-tight building envelope and a safe schoolyard free of tripping hazards. All improvements shall comply with accessibility requirements and shall be code compliant.

1. Layout of all spaces shall accommodate for a high school program serving grades 9 through 12.
2. Provide drawings and specifications to obtain necessary permits.
3. Apply for, and obtain, all necessary permits.
4. All work shall conform to the School District of Philadelphia Building Design and Technical Standards and applicable codes unless otherwise noted in this RFP. Due to the short duration of the project, exemptions to the standards will be reviewed expeditiously on a case by case basis. The Design Standards are available by clicking on the following link: <http://webgui.phila.k12.pa.us/offices/c/capital-program-bids/policies--procedures/whats-new>

**II. General Construction**

1. **General**
2. All work
3. Contractors must comply with the City of Philadelphia Building Trades Partnership Agreement with the School District of Philadelphia which is available by clicking on the following link: <http://webgui.phila.k12.pa.us/offices/c/capital-program-bids/policies--procedures/whats-new>
4. Conduct required public bidding in accordance with section 751 of the Pennsylvania Public School.
5. **Site**
6. Remove all loose concrete and vegetation from schoolyard and sidewalk around the school. Remove severely damaged concrete sections, approximately 10,000 S.F., and replace it with new, poured-in-place, 4,000 psi reinforced concrete blocks.
7. Clear all vegetation at the brick walkway leading from W. 56th Ave to the rear of the school, approximately 6,000 S.F. Fill joints with sand or mortar.
8. Reset and repair existing granite steps in the rear of the building.
9. Install 50 lf of metal fence at the corner of Limekiln Pike and Ridley St. to match existing.
10. **Roof**
11. Replace roof with heat-applied, built-up, SBS roofing system.
12. Replace all existing roof flashing with new metal flashing.
13. Replace missing terra cotta coping and repoint all joints.
14. See Note E-4 on page 3
15. **Façades**
16. Architectural terra cotta elements show a substantial amount of spalling, cracking and open joints.
17. Terra cotta elements shall be sounded to remove all loose materials.
18. Spalling and cracks in terra cotta glazing shall be patched and coated.
19. Elements missing a significant portion or cracks through the unit shall have the entire unit replaced.
20. Open joints shall be repointed.
21. It is recommended to coat all terra cotta elements with protective coating.
22. Replace sealants around windows and doors in order to make the exterior envelop water-tight.
23. In the rear of the school, steel angle supporting the brick above windows are corroded and caused deterioration of surrounding brick.
24. Brick above windows shall be removed to expose the corroded angle.
25. Corroded angles shall be cleaned and coated with anti-corrosion paint.  If angles are found to be severely corroded, they shall be replaced with new galvanized steel angles.
26. Cracked or spalled brick surrounding the angles shall be replaced.
27. Cracked mortar joints shall be repointed.
28. **Fire Towers**
29. The underside of concrete slabs and reinforced concrete beams in the fire towers show spalled concrete and exposed reinforcing bars with signs of corrosion.
30. Loose concrete shall be removed, and corroded reinforcing bars shall be cleaned. The underside of slabs and beams shall be repaired following standard concrete repair procedures.
31. **Concrete**
32. Repair concrete floors in basement’s hallway.
33. Clean and refinish all concrete floors on all floors.
34. **Auditorium**
35. Replace stage curtains by Pittsburgh Stage Inc., or equal.
36. Replace stage lights.
37. Repair, stain, and refinish stage wall.
38. Furnish and install new sound system in the auditorium.
39. See Note E-5 on Page 3.
40. **Cafeteria**
41. A new limited service kitchen in a vacant space adjacent to existing cafeteria shall be included in the scope of work. New kitchen shall comply with all applicable codes. New limited service kitchen shall include, but not be limited to, furnishing and installing the following items: venting, hand washing, dishwashing, refrigerated storage, dry storage, stainless steel countertops, wire shelving, coolers and bain-marie, warming oven, range and oven, and a minimum of 1 serving line.
42. Furnish and install new flooring and ceiling in compliance with all applicable codes.
43. **Carpentry**
44. Remove all gates and associated hardware leading to the 3rd floor from the stair towers. Repair walls at removed hardware location.
45. Replace 15 worst-condition existing interior doors, include all classroom doors on the 3rd floor. New doors shall be 5-ply, solid core, wood veneer to match existing in color and style. Repair and refinish 25% of the remainder of existing on all floors.
46. Furnish and install new door hardware on all new doors. New hardware shall match existing in style and color.
47. Replace 25% of existing door hardware with ADA compliant levers. All door hardware shall match existing to remain ADA compliant hardware.
48. Assessment of existing doors and hardware as well as the location of new doors, replacement doors, and new hardware shall be identified during schematic design.
49. Remove all coat racks from built-in closets and install two additional shelves in their location.
50. Secure all sliding doors in open position at all existing built-in closets.
51. Repair all broken glass panes in existing cabinetry and doors.
52. Repair buckling hardwood floors at various locations (approximately 2,000 S.F.) Refinish all hardwood floors on 1st and 2nd floors including the Auditorium.
53. Repair and refinish existing stage wall.
54. Furnish and install new countertops at the perimeter of science labs.
55. Furnish and install a minimum of 2 marker boards and 1 tack board per room. Tack boards and marker boards shall not be less than 48”x48”. Provide 8’-0” length of tack boards and 16’-0” length of marker boards.
56. Repair underlayment and VCT flooring on the 3rd floor.
57. Furnish and install new carpet tiles, 25oz. minimum, commercial grade, in the existing IMC on the 3rd floor.
58. **Partition Walls**
59. Fold all wooden movable partition walls into existing wall pockets and secure them.
60. Conceal existing pocket openings with new stud walls.
61. Construct new stud partition walls at all existing movable partitions locations except in the existing IMC, where 2 of the existing folding partitions shall be repaired.
62. Tape, finish and paint the back wall at Stage area in the Auditorium.
63. New partition walls shall serve as the Teaching Wall as described in Attachment G.
64. **Paint**
65. Prepare and paint all walls, closets, doors, and door frames throughout the school building. Provide for 1 accent wall per classroom.
66. **Windows**
67. Repair all window hardware to make them operable.
68. Furnish and install new metal panels in 20 existing windows on the 3rd floor.
69. Furnish and install new metal screens at select window openings. Location shall be identified during the schematic design phase of the project. New metal screens shall match existing.
70. **Ceilings**
71. Replace 50% of existing ceiling tiles on all floors except at the 3rd floor where 100% of the existing tiles shall be replaced. New tile pattern shall match the existing to remain tiles.
72. Grand staircases and Auditorium ceilings shall be repaired, refinished, and painted.
73. Prep and paint all hard ceilings throughout the building.
74. **Lockers**
75. Furnish and install 400 new lockers in the 2nd and 3rd floor hallways to match existing (Hallowell Fully Assembled Three-Wide Double-Tier School Lockers with Slope Top & Locks 12”W x 15”D x 36”H Openings – School Outfitters or equal).
76. **Window treatment**
77. Furnish and install new window shades at all classrooms.
78. **Plumbing**
79. Furnish and install new water lines and lab sinks at one science lab. Science lab shall have a total of 8 sinks mounted on a hard surface countertop on the perimeter of the classroom.
80. Furnish and install new water lines and 1 sink at one existing classroom that shall serve as an Art room. The Art room location shall be identified during schematic design phase.
81. Bathrooms on the first and second floor shall remain as existing
82. Bathroom on the 3rd floor shall be made age appropriate and accessible. Relocated plumbing fixtures at adult heights and provide accessible bathroom stalls and sinks in compliance with ADA requirements. Number of plumbing fixtures shall remain as existing.
83. Furnish and install new domestic water, waste water, and gas piping at the new limited service kitchen.
84. Furnish and install new domestic and waste water pipes at new science lab to serve 8
85. Replace all existing 3rd floor toilet partitions. New toilet partitions shall match existing on 1st and 2nd floors.
86. Replace 25% of the drinking fountains with dual height ADA compliant water fountain in accordance with SDP standard unit; include one hydration station on each floor.
87. Repair Janitor’s closet on the 3rd floor.
88. Repair all pipe leaks.
89. Insulate new pipes and reinsulate any removed pipe insulations at all areas of work.
90. **Mechanical**
91. Repipe gas vents of Boiler 1 and 3.
92. Isolate steam main with blanking flange at all existing 3 house fans.
93. Furnish and install two 24,000 btu window units for the computer lab.
94. Install 13 new, through-window, panel mounted, AC units on 3rd floor with input adequate to cool spaces. Provide calculation supporting equipment selection and size.
95. Install two roof mounted exhaust utility sets 1,200 cfm.
96. Provide gas service to the existing science lab on the ground floor with shut stations and isolation valves at teacher’s desk.
97. Insulate all new pipes. Reinsulate all abated and uninsulated pipes throughout the area of work.
98. **Electrical**
99. Furnish and install new 120/240V, 1-phase, 3-wire panelboards for new receptacles and outlets for window A/C units. Provide a new 42-pole, 120/240V, 1-phase, 3-wire panelboard for kitchen equipment and a feeder for the kitchen panel. Wire all kitchen equipment to the kitchen panel with shunt trips or contactors as necessary. Provide new feeders for new panelboards. Estimated number of new panelboards is four (4); one for each teaching floor and one for the kitchen.
100. Replace all non-grounded receptacles with NEMA 5-20R. Furnish and install additional receptacles and data drops in classrooms per SDP classroom modernization standards. Estimated additional receptacles are five (5) per classroom.
101. Furnish and install outlets in each classroom for window air conditioning unit, as needed.
102. Replace lighting fixtures in stairwell with high-output LED lights and ballasts wired to emergency generator.
103. Replace any broken or damaged T8 lamps, T12 lamps and exit signs.
104. Relocate all electric outlets in science lab to above the countertops.
105. Furnish and install new complete Class II lightning arresting system for building, including air terminals, conductors, and grounding bars.  Provide air terminals along roof and on top of smokestack, and conductors along top of building.  Equipment shall be rated for 100 kV, minimum.  Conductors shall be aluminum inside RGS conduit, grounding bars shall be aluminum.  Lightning arresting system shall be designed and installed per SDP standards, NFPA 70, and NFPA 780 – Standard for the Installation of Lightning Protection Systems.
106. Replace coded fire alarm system with new digital addressable system. Provide remote annunciators in the main school office, front door entryway, and building engineer’s office. Fire alarm system shall be connected to emergency panel and shall be code compliant.
107. Furnish and install new PA, speaker, and wireless clock system in all classrooms, offices, and common areas per SDP standards. Provide new primary clock in main office.
108. Furnish and install new security cameras and replace non-functioning cameras per SDP Security standards. Connect new security cameras to existing system in building engineer’s office/fan room. Estimated number of replacement and additional security cameras is six (6) total.

**III. Environmental**

1. The School District of Philadelphia’s (SDP) Department of Environmental Management and Services (OEMS) has provided the current Asbestos Hazard Emergency Response Act (AHERA) Management Plan for the Kinsey School and an Environmental Coordination Template. See Attachments “I” and “J”.
2. The CM Proposer must provide an environmental impact survey for asbestos 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 School District of Philadelphia will abate Asbestos Containing Materials that are identified by the Asbestos Investigator that will be impacted by these renovation activities at no cost to the CM Proposer. The Asbestos Abatement that may be necessary is anticipated to be minimal for this project. The Project Investigator shall be responsible to fill out and submit a City of Philadelphia, Asbestos Inspection Report prior to the start of any activity for this project. This must also be submitted electronically in a PDF Format to the School District of Philadelphia’s (SDP) Department of Environmental Management and Services (OEMS).
3. The Environmental Impact Survey must include all environmental hazards including but not limited to Lead (pb) Painted Surfaces, Mercury devices, PCBs, Hazardous and Universal Waste materials that could possibly be impacted upon by the proposed renovation activities are to be included in the Environmental Impact Survey. Lead Risk Assessments must be conducted at a minimum to 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” and all other federal, state and local applicable regulations. All completed forms and documentation relative to the environmental assessment are to be 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.
4. Based on the assessment findings of items 1, 2 and 3 above, Asbestos Abatement & Technical Specifications for this project shall be prepared and provided to the PSD by a US EPA certified and Commonwealth of Pennsylvania licensed Asbestos Project Designer. The Asbestos Technical Specification is required to be site specific and must include the coordination and phasing of asbestos abatement activities with the renovation contract work. The Specs shall also include allowing for post- abatement final air clearance sampling as required by regulations, or as may be requested by the Philadelphia Federation of Teachers. The Philadelphia Federation of Teacher’s (PFT) Environmental Consultant shall have the option to conduct side by side final air clearance samples, within 24 hours’ notice of abatement project work area completion, with the Asbestos Project Inspector (API) for each work area. Samples will be collected, analyzed, and addressed, in accordance with all applicable Federal, State, and local regulations.
5. The PSD requires the CM Proposer use one of the Asbestos, Lead and Mold Consulting firms Listed in Attachment “K”. They have met the School District of Philadelphia's Pre- Qualification and Insurance Standards for Capital Improvement Projects.
6. **Proposal Requirements**
   * 1. Cover letter explaining the Proposer’s understanding of the project.
     2. 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.
     3. A listing of the firm(s) that will provide architectural, engineering and environmental services and that will sign and seal plans, drawings, and specifications for the proposed project and provide documentation of their Pennsylvania professional registration(s).
     4. The Proposer should reference their performance and experience in CM Projects and/or similar GMP Development work that would demonstrate the ability to successfully design and complete construction of the renovations.
     5. Project approach to this engagement in narrative form for all work items.
     6. An outline plan for the CM Proposer’s development of the project.
     7. Fee Proposal and Bid form - **Attachment E**
     8. Schedule
7. A schedule for the work on the Project, including the time estimated for permitting, Design, Public Bid, Procurement and award of Separate Construction Contracts, and Construction duration with an estimated overall Project completion date. This must include a narrative and bar chart.
8. The School District will consider proposals with an alternate accelerated schedule, only if the CM Proposer demonstrates to the satisfaction of the School District that completion of all the work described in **7.0 Project Scope** can be completed within the established GMP.
9. Proposals with an alternate schedule shall include: (1) A detailed analysis that demonstrates that all the work described in **7.0 Project Scope** can be completed within the established GMP; (2) a proposed completion date earlier than July 31, 2017; and, (3) An alternate schedule that demonstrates the completion by July 31, 2017 of all spaces and functions required to support Building-21 School Program for 500 students within the GMP.
10. The CM Proposer may submit fee proposals for both: completion of all work by July 31, 2017 and an accelerated schedule for completion of the work necessary to support Building-21 High School Program prior to July 31, 2017.
11. Include a list of all Federal, State and Local permits and approvals required for the project and your schedule for obtaining such permits and approvals.
12. Minimum of three references with recent experience with the firm and key personnel.
13. Financial Statements: Audited Financial Statements for the last two years including Auditor reports, Balance Sheets, Statement of Income & Retained Earnings, and Footnotes.
14. Proof of insurance coverage in compliance with SDP requirements. The Proposer shall provide a certificate(s) of insurance reflecting current insurance coverage for the following:
15. Worker’s Compensation and Employer’s Liability Insurance
16. Commercial General Liability Insurance
17. Automobile Liability Insurance
18. Professional Liability Insurance
19. Excess Umbrella Insurance
20. Pollution Liability Insurance

**I. Required Attachments:**

Attachment A - Agreement to Contract Terms and Conditions

All CM Proposers must acknowledge that they are in agreement with the District’s Contract Terms and Conditions and that no changes will be made to that contract.

Attachment B – Tax Compliance with the City of Philadelphia

Provide a copy of your firm’s “Certificate of Tax Clearance” with the City of Philadelphia. See Attachment “B”.

Attachment C – Anti Discrimination Policy & Equal Opportunity Non-Discrimination Notice

All Prime Proposers must acknowledge and agree to adhere to the District’s Anti-Discrimination Policy. See Attachment “C”.

Attachment D - M/WBE Participation

All Prime Proposers firms must complete the attached M/WBE Participation Plans.

**Respondents to this RFP shall include 15%-20% sub-consultant and/or contractor participation and/or supplier with either a minority-owned business enterprise(s) and/or with a woman-owned business enterprise(s). See Attachment “D”.**

Attachment E - Fee Proposal and Bid Form

Firms responding to the RFP shall submit a Guaranteed Maximum Price (GMP) to include the major project components for Design and Construction, Fixed Furniture and Equipment, Environmental Remediation, and Permitting in accordance with the Bid Form. **See** **Attachment E**.

Attachment F – Floor Plans and Elevations of existing building

The School District of Philadelphia does not guarantee the accuracy of provided drawings. Proposer shall confirm all existing conditions and shall base their proposal on their own judgment.

Attachment G – Program of Requirements

Attachment H – Teaching Wall and Wireless Access Point Requirements

Attachment “I” – 3-Year AHERA Report

Attachment “J” – Environmental Coordination

Attachment “K” – List of Asbestos, Lead, and Mold Consulting Firms

**J. Evaluation Criteria**

The selection committee will review all RFP submittals and assign a ranking based on the following criteria:

* + - Qualifications of the personnel and education of the key team members to provide the services being proposed.
    - The Proposer’s ability to complete the proposed renovations within a satisfactory schedule.
    - Cost proposal most advantageous to the School District of Philadelphia.
    - Meeting of established MBE and WBE goals.
    - The Proposer’s ability to work with State and City regulatory agencies in securing any necessary zoning permits, variances, or other regulatory approvals required

**K. Selection Procedure**

Companies interested in participating in the Request for Proposal process must submit all required information as identified in the Proposal Requirements (Section 8.0). Each Proposal will be reviewed to determine responsiveness. Incomplete Proposals will be rejected without evaluation.

Proposals will be evaluated by a Selection Committee established for this purpose. Selections will be made based on the qualifications of the firm, associated team members, quality of the Project Schedule, and the GMP. The best qualified team of professionals that meet all parameters established will be selected for the project.

The selection committee may elect to conduct oral interviews with selected finalists. Date and time of interviews will be communicated to selected finalists by the Contracts Unit at the Office of Capital Programs.

The SDP has no obligation to make an award and reserves the right to waive any non-material defects, reject all Proposals for any reason, and terminate the selection process at any time.

**ATTACHMENT A**

**Sample Agreement**

Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Att%20A%20Sample%20CM%20Design-Build%20Contract-Kinsey%20ES%20Rev.pdf) to access **Sample Agreement**

**ATTACHMENT B**

**City of Philadelphia Tax Compliance**

Provide a copy of your firm’s “Certificate of Tax Clearance” with the City of Philadelphia. You can search your firm’s tax compliance by clicking on the following web link:

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

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 C**

**ANTI-DISCRIMINATION POLICY & EQUAL OPPORTUNITY NON-DISCRIMINATION NOTICE**

**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.

**A. EQUAL OPPORTUNITY**

The School District of Philadelphia (the “School District”) is an Equal Opportunity Employer and demands no less of the companies with which it does business. The School District will not do business with companies or

persons who unlawfully discriminate on the basis of race, color, national origin, sex, creed, disability, or any other impermissible ground in their hiring, promotion, subcontracting or procurement practices. By submitting any proposal to contract or entering into any contract with the School District, the Respondent (the "Respondent") represents and certifies that Respondent is an Equal Opportunity Employer; and conducts business affairs without improper regard to race, color, national origin, sex, creed, or disability, and has not been debarred, suspended, or declared ineligible to contract by any public or private agency or entity because of the Respondent’s discriminatory practices. If the Respondent has been debarred or suspended, Respondent must submit a statement with the bid identifying the debarring or suspending entity and giving the date that the debarment or suspension was or is scheduled to be lifted. All certifications contained in a Respondent's proposal are material representations of fact upon which reliance will be placed if the School District awards a contract pursuant to this Request for Proposals. If it is later discovered or determined that the Respondent knowingly rendered an erroneous certification, then the School District may pursue available remedies, including termination of the contract.

**B. NON-DISCRIMINATION**

1.Non-Discrimination in Hiring

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

(a) That it will not discriminate nor permit discrimination by its agents, servants or employees against any employee or applicant for employment with regard to hiring, tenure or employment, promotion, or any other terms, conditions or privileges of employment because of race, color, sex, religion, age, national origin, sex, ancestry, handicap or disability and will move aggressively as is hereinafter set forth to prevent same.

(i) In all publications or advertisements for employees to work at the job site covered by the Contract placed by or on behalf of the Respondent, the Respondent will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability.

(ii) The Respondent will notify each labor union or workers' representative from whom it seeks workers of the Respondent's commitment as set forth in its proposal, and request that each union or workers' representative include minority group members and women among its referrals.

(iii) The Respondent will hire minority and female workers for the skilled and unskilled jobs required to perform the Contract in proportion to their availability in the relevant labor pools in the Philadelphia Metropolitan Statistical Area, or to their availability in its qualified applicant pool, whichever is greater.

(iv) The Respondent will post in conspicuous places available to its employees and to applicants for employment, a notice of fair practices to be provided by the Philadelphia Human Relations Commission.

(v) The Respondent will maintain a work environment free of harassment, intimidation and coercion, and will ensure that all on-site supervisory personnel are aware of and carry out Respondent's obligation to maintain such a working environment.

(b) That it will identify on each certified payroll form submitted to the School District those of its employees who are minority group members and those who are female. As used here, "minority" means African American, Hispanic, Asian, or Native American. The School District shall at all times have access to work site and to the Respondent's employment records to assure compliance with this subsection.

(c) That it will maintain on forms to be supplied by the School District, the name, race, sex, national origin, skill or craft, address, telephone number, and source of referral of each applicant for employment, which record shall show which applicants were hired.

(d) That in the event apprentices are hired in any skilled craft area, the Respondent will endeavor to hire equal numbers of culturally diverse male and female trainees in each skill area.

2. NON-DISCRIMINATION IN CONTRACTING

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

(a) The Respondent will consider all proposals from potential M/WBE firms and document on the forms supplied by the School District, the reasons for not entering into a joint venture or subcontract with a M/WBE.

(b) **Respondents to this RFP will include 15%-20% sub-consultant and/or contractor participation and/or supplier with either a minority-owned business enterprise(s) and/or with a woman-owned business enterprise(s).**

(c) 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.

(d) 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.

**C. 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.

**D. PENALTIES FOR FAILURE TO COMPLY**

(1) 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)

**ATTACHMENT D**

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

**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: 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**



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

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

**ATTACHMENT E Fee Proposal – Page 1 of 2**

**PROPOSING FIRM:**

A. SUBSTANTIAL COMPLETION OF ALL THE WORK BY July 31, 2017

The CM Proposer will be paid a Guaranteed Maximum Price, INCLUDING ALL COSTS, not to exceed: $ for Completion of ALL of the Approved Final Construction on or before August 15, 2017 in accordance with the terms of the Contract.

B. ACCELERATED COMPLETION OF THE WORK BEFORE JULY 31, 2017

The CM Proposer will be paid a Guaranteed Maximum Price, INCLUDING ALL COSTS, not to exceed: $ for Accelerated Completion of ALL of the Approved Final Construction before July 31, 2017, as described in G. Project Scope in accordance with the terms of the Contract.

**PROPOSER MAY SUBMIT A FEE PROPOSAL FOR EITHER A OR B, OR BOTH.**

Proposer must submit a narrative and bar schedule for each alternative proposed, as described in G. Project Scope"

**PROPOSING FIRM:**

**SIGNATURE:**

**PRINT NAME:**

**TITLE:**

**DATE:**

**ATTACHMENT E Fee Proposal – Page 2 of 2**

**(a) Design Fee:** % of Construction Costs and Total in Dollars

**(b) Construction Cost** (All trades) Breakdown by Major Trades and Total in Dollars

1. Sitework

2. Concrete and Masonry

3. Roof

4. Carpentry

5. Finishes

6. Furnishing

7. Doors and Windows

8. Plumbing

9. Mechanical

10. Electrical

**(c) Construction Manager Costs**: % of Construction Costs and Total in Dollars

**(d) Construction Manager's Fee**: % of Construction Costs and Total in Dollars

**(e) Design Contingency**: % of Construction Costs and Total in Dollars

**(f) Construction Contingency:** % of Construction Costs and Total in Dollars

**GUARANTEED MAXIMUM PRICE: Sum of Dollar Totals in Items (a) through (f)**

**ATTACHMENT F**

**Floor Plans and Elevations of Existing Building**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Attachment%20F%20-%20Floor%20Plans%20Combined.pdf) to access the **Floor Plans and Elevations of Existing Building**

**ATTACHMENT G**

**Program of Requirements**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Attachment%20G.pdf) to access the **Program of Requirements**

**ATTACHMENT H**

**Teaching Wall and Wireless Access Point Requirements**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Att%20H%20IT%20Requirement%20Oct%202015(2).pdf) to access the **Teaching Wall and Wireless Access Point Requirements**

**ATTACHMENT I**

**3-Year AHERA Report**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Att%20I%206280%20John%20L%20Kinsey%20School%202015%202016%203%20Year%20AHERA%20Report.pdf) to access the **3-Year AHERA Report**

**ATTACHMENT J**

**Environmental Coordination**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Att%20J%20Environmental%20Coordination%20Section.pdf) to access the **Environmental Coordination**

**ATTACHMENT K**

**List of Asbestos, Lead and Mold Consulting Firms**

Hold down Ctrl Key and Click [**HERE**](file:///\\Eccifs\l\9620%20Capital%20Programs\Design%20and%20Construction\Professional%20Service%20RFP's\Kinsey-CM%20RFP\Att%20K%20-%20Asbestos%20Lead%20and%20Mold%20Consulting%20Firms.pdf) to access the **List of Asbestos, Lead and Mold Consulting Firms**