

THE SCHOOL DISTRICT OF PHILADELPHIA OFFICE OF CAPITAL PROGRAMS
440 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
A New Replacement School at
Solomon Solis Cohen Elementary School

1.0 Subject

The School District of Philadelphia's Office of Capital Programs is requesting proposals from qualified firms to provide professional construction management services for the New Replacement School at Solomon Solis Cohen Elementary School project. The Solomon Solis Cohen Elementary School is located at 7001 Horrocks Street and has an enrollment of approximately 1300 students servicing students in grades K through 5. The project consists of a New Replacement School.

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

2.0 Place and Date of Submission

One (1) original and four (4) copies each of the Technical Proposal and Fee Proposal shall be submitted in separate sealed envelopes clearly marked: "Construction Management Services RFP – TECHNICAL PROPOSAL" and "Construction Management Services RFP – FEE PROPOSAL" with the name of the proposing firm and their address.

Faxed and electronically transmitted proposals will not be accepted.

Responses must be received by no later than Thursday, February 16, 2017 at 3:00 PM.

The proposal shall be addressed to:

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

It is the submitting firm's responsibility to ensure timely delivery of the RFP at the designated location. We strongly urge that proposals be hand delivered to avoid delivery delays within the District's mail room. Failure to meet this deadline, unless extended by the School District, will result in immediate disqualification. The School District reserves the right to accept RFP responses received after this date and time if it is determined to be in the best interests of the School District to do so.

3.0 Walk-Through

A walk through of the project site for prospective proposers is scheduled for **Thursday, February 2, 2017 at 9:00 AM** at the following location:

Solis Cohen Elementary School
7001 Horrocks Street
Philadelphia, PA 19149

All proposers shall assemble at the entrance lobby. Each firm is limited to a maximum of two (2) representatives.

4.0 Questions and Communications

All questions must be submitted in writing via e-mail to Gerald C. Thompson, Contracts Manager, gcthompson@philasd.org. The e-mail must include "School Replacement at Solis Cohen CM Services." Deadline for all questions will be Thursday, February 9, 2017 at 3:00 PM. The School District will not be bound by any oral communications. All responses, including addenda to the RFP, will be provided for every inquiry and posted on the SDP website just below the advertisement of the RFP. From the date of release of the RFP to the date of authorization of a contract, there shall be no communication concerning the RFP between prospective respondents and/or their agents or staff with any School District staff, except as provided in the RFP. Communication with other School District's staff is expressly prohibited. Any communication in violation of this provision will not be binding on the School District and shall be grounds for immediate disqualification.

5.0 Schedule

Milestone Dates

Construction Manager Award	March 16, 2017
Design Team Presentations	March 27, 2017
Schematic Design Document Submission	July 2017
Design Development Document Submission	October 2017
Construction Document Submission	January 2018
Bid Document Submission	March 2018
Construction Bid Phase	March 2018 – April 2018
Construction Contract Award	May 2018
Construction Duration	June 2018 – September 2020 (28 months)

6.0 Budget

The current estimated construction cost is approximately \$50,000,000.

This information is provided solely to give prospective proposers a “ball park” estimate of the construction costs and duration of this project. The budget will be finalized upon conformation of program requirements and site confirmation.

7.0 Project Scope

The School District will engage the services of the Construction Manager to provide preconstruction services, procurement support, field oversight and coordination, safety monitoring, and building commissioning for this project.

The selected construction manager will utilize a project management software program and scheduling software to be approved by SDP. The selected project management software program must be compatible with the scheduling software and all reports to the SDP shall be in PDF, docx, Excel, or other format, as the type of report dictates, so that the SDP is not required to purchase or subscribe to the selected project management software program. All project files and documents will become the property of the School District at project completion.

A summary of Construction Management Services required on this project is as follows:

7.1 Preconstruction Services include:

- 7.1.1 Advise on the selection of a professional design team.
- 7.1.2 Provide comment on education programming requirements.
- 7.1.3 Analyze selected AOR design documents at the schematic design and design development phases to make recommendations on effective use of space and value engineering.
- 7.1.4 Attend project design meetings and provide recommendations to the SDP and the design professional.
- 7.1.5 Perform coordination of various disciplines at the 60% and 90% documents.

- 7.1.6 Perform an independent detailed constructability review of the 30%, 60%, and 90% documents and submit recommendations to the SDP and the design professional.
- 7.1.7 Provide a construction cost estimate of the 30%, 60%, and 90% construction documents.
- 7.1.8 Provide a phasing plan at the 60% design documents which will be refined and confirmed at the 90% design documents.
- 7.1.9 Prepare a preliminary CPM construction schedule based on the constructability review that includes at a minimum the following:
 - 7.1.9.1 A CPM schedule that integrates critical design and construction activities.
 - 7.1.9.2 Illustrate an understanding of the SDP processes, required project approvals, and durations for design reviews.
 - 7.1.9.3 Coordination of the project milestones with critical approval, review, and activity links.
 - 7.1.9.4 Identify sequences and relationships for critical submittals and shop drawings.
- 7.1.10 Attend all preconstruction meetings.

7.2 Procurement Support Services (Bidding Phase) include:

- 7.2.1 Assist in the issuance of addenda in consultation with the SDP and the design professional.
- 7.2.2 Evaluate bids received, de-scope low bids for each separate contract in coordination with the design professional, and make recommendations to the SDP for award.
- 7.2.3 Assist in outreach of potential project bidders.

7.3 Construction Phase Field Oversight and Coordination include:

- 7.3.1 Provide continuous, fulltime, on-site monitoring of the activities of the construction contractors through substantial completion under direction of the SDP construction project manager.
- 7.3.2 Assist in developing project phasing development and implementation.
- 7.3.3 Review and approve contractor's schedule of values, enter schedule of values into the selected project management program utilizing SDP coding structure.
- 7.3.4 Monitor and inspect contractor's work and ensure that contractors are performing work in accordance with the contract documents. Issue non-compliance reports and monitor corrective actions. Maintain project quality control logs.
- 7.3.5 Prepare the safety program described in Section 3.20 of the Construction Management Contract for its employees, review the contractors' safety plans for conformance to the SDP safety manual and all other applicable safety requirements, provide a Safety Program Compliance Officer to monitor

- construction contractors' compliance with their safety programs, including stop work orders where necessary and appropriate.
- 7.3.6 Review the contractors' safety plans for conformance to applicable safety requirements and monitor construction contractors' compliance with project safety requirements.
 - 7.3.7 Prepare daily logs recording all construction activities, manpower and equipment, and weather conditions at the project site, utilizing the selected project management program.
 - 7.3.8 Conduct and document all progress, schedule, and coordination meetings.
 - 7.3.9 Maintain logs on behalf of the SDP of all shop drawings, request for information (RFIs), and other required submittals. Coordinate and track all submittals to the design professional and responses to the contractors.
 - 7.3.10 Monitor and document the contractor submittal process using the selected project management program. Ensure that submittals are in accordance with submittal requirements prior to transmittal to design consultant. Track responses by the design professional.
 - 7.3.11 Ensure that contractors are coordinating work. Review coordination drawings prepared by contractors. Conduct weekly coordination meetings with contractors.
 - 7.3.12 Review the coordinated baseline CPM construction schedule for all the separate prime contracts submitted by the General Construction contractor, including cost and resource loading, advise the contractors of necessary corrections or revisions and approve the corrected or revised schedule as the baseline project CPM schedule.
 - 7.3.13 Review the monthly schedule updates to the project CPM schedule submitted by the construction contractors, advise the contractors of necessary corrections or revisions and approve the corrected or revised schedule as the updated project CPM schedule. Prepare project cost reports in the selected project management (based on schedules) on monthly basis and submit to the SDP.
 - 7.3.14 Review the construction contractors' two week look-ahead construction schedules.
 - 7.3.15 Review all monthly invoices for progress payments submitted by the construction contractors for accuracy and consistency with the actual progress of work, revise or correct as needed, and make payment recommendations to the SDP.
 - 7.3.16 Monitor and document change management process (including RFI's, design bulletins, field instructions, request for change, change orders, and construction change directives) using the selected project management program.
 - 7.3.17 Evaluate all contractor requests for change orders, prepare independent cost estimates of the proposed change orders, and make recommendations to the SDP for approval, partial approval, or rejection.
 - 7.3.18 Conduct inspections for substantial completion and for final completion in

conjunction with the design professional, make recommendations for acceptance of the work as substantially complete, and prepare punch lists for correction or completion of work for substantial completion and final completion as the case may be.

- 7.3.19 Monitor and coordinate commissioning/startup/testing of building HVAC, plumbing, electrical, and IT systems for acceptance.
- 7.3.20 Inform SDP staff and the school's staff representative of construction progress. Inform the school staff representative when potentially disruptive work will be performed, and facilitate cooperation between contractors and the school in order to minimize disruptions.
- 7.3.21 Develop quality assurance plans.
- 7.3.22 Enter project correspondence into the selected project management program.
- 7.3.23 Coordinate overall site logistics.

7.4 Safety Monitoring includes:

- 7.4.1 Ensure that contractors are providing adequate site security.
- 7.4.2 Review contractor safety plans for this project for conformance to the SDP safety manual and all other applicable safety requirements. Ensure that contractors are working in accordance with their approved safety plans. Provide a Safety Program Compliance Officer to conduct audits and monitor construction safety. Attend contractor's weekly tool box safety sessions. Issue non-compliance reports (NCR) or stop work notices (where required) and monitor corrective actions. Maintain a NCR log using the selected project management program.
- 7.4.3 Provide coordination of hazardous materials abatement when encountered.

7.5 Commissioning includes:

- 7.5.1 Oversee installation of building systems and equipment.
- 7.5.2 Manage and facilitate the implementation of all commissioning processes and guidelines throughout the duration of the project.
- 7.5.3 Ensure all equipment and facility inventory information is input into the SDP facilities inventory database.
- 7.5.4 Ensure that work by other SDP departments is coordinated with contractors.
- 7.5.5 Coordinate between SDP staff and contractors for training sessions.
- 7.5.6 Attend turnover meeting with owner and contractors.

7.6 Post Completion Services include:

- 7.6.1 Provide adequate, dedicated, on-site staffing through final completion to assure timely completion of punch list and corrective work for final acceptance.
- 7.6.2 Prepare punch list in conjunction with the design professional for correction or completion of work after substantial completion for final completion.
- 7.6.3 Conduct punch list review meetings with the construction contractors at least

bi-weekly to monitor scheduling and completion of punch lists and corrective work.

- 7.6.4 Conduct punch list inspections in conjunction with design professional, prepare reports of remaining items for completion or correction and submit to SDP.
- 7.6.5 Receive as-built drawings from the contractors and transmit to the design professional.
- 7.6.6 Conduct end of warranty inspection eleven (11) months after final completion in conjunction with the design professional and prepare a list of warranty claims for the SDP.

8.0 Proposal Requirements

Technical proposals shall provide the following required information. Technical proposals shall provide a comprehensive, but concise summary of qualification and capabilities to satisfy the requirements of the RFP.

Adhere to the following organization in the proposal by providing tabs for sections listed below as noted.

No tab required for introduction section.

- Cover Letter: Provide a cover letter that references the RFP and confirms that all elements of the RFP have been read and understood. The cover letter shall be signed by an individual authorized to contractually bind the proposer.
- Table of Contents

Tab 1 – CM Project Experience

Provide information for no more than three (3) projects from \$30 - \$50 million in size and scope performed for the SDP, other educational institutions, or related experience that have been completed within the last five (5) years and include:

- A. A project description in summary form showing key data for each project submitted.
- B. A narrative project description and include the processes that were used to:
 - a. Address and incorporate constructability issues that were used.
 - b. Provide cost estimating and value engineering, explain how issues were addressed and used to revise or develop the architect's design to meet the project construction budget.
- C. A narrative for the delivery method and include information that demonstrates the firm's ability to effectively deliver projects on time and in budget.
- D. Provide reference and contact information for the project owner and design professional, and their roles, responsibilities, and everyday interaction with your project team.

Tab 2 – Project Organization, Personnel Experience, and Qualifications

Provide information for the organization of the project staff that will be used to successfully deliver this project. Define the key personnel of each team component and how the team will be managed, the decision-making ability in the process, and the qualifications of the key personnel. At a minimum, include the following:

- A. Project Organization – Provide an organization chart that defines the project management and staff plan, key personnel, for the preconstruction, construction, and post-construction portions of the project and include:
 - a. A narrative of how the staff will function during each of the respective phases and personnel change for each of the phases.
 - b. Each position within the project organization and the role and responsibilities of the individuals.
 - c. The individual team members/position within the organization that will be on the project for the entire duration of the delivery or whether a specific position will not be required for the entire project delivery.
- B. Personnel Experience – Each proposer shall submit resumes demonstrating the qualifications of the key personnel defined on the organization chart for this project. Key personnel are defined as, but not limited to the following: Construction Project Manager, Assistant Construction Project Manager, Safety Plan Compliance Officer, Project Administrator/Clerk of the Works, Project Engineer, Inspector, CPM Scheduler, Cost Estimator, and Commissioning Specialist. One person may fill multiple skill requirements. Resumes shall include but not limited to:
 - a. Experience on projects of similar size, scope, complexity, and budget.
 - b. Professional certifications and technical expertise.
 - c. Indicate whether the key personnel have worked together on previous projects and list that project information including owner contact information.
 - d. Three (3) references for all key personnel including current telephone numbers for persons with whom they have had professional dealings within the last three years.
- C. In-house Capabilities – Identify those specialties within the company and describe how they may be implemented on this project.

Tab 3 – Staffing Levels

Staffing levels assigned to the project will be scored based on total hours and the appropriateness of the classifications and quantity of hours for each classification.

- A. Submit a table showing the planned staffing during the preconstruction phase. The table shall list all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the project during the preconstruction phase, and the total of all hours planned to be expended during the preconstruction phase.
- B. Submit a table showing the planned staffing during the construction phase. The table shall list

all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the project during the preconstruction phase, and the total of all hours planned to be expended during the construction phase.

- C. Submit a table showing the planned staffing during the post-construction phase. The table shall list all individuals assigned to perform work directly on the project and indicate name, job classification, existing employees or employees to be hired, or non-employees (independent consultants), the hours each individual is assigned to the project during the preconstruction phase, and the total of all hours planned to be expended during the post-construction phase.
- D. Submit as part of the fee proposal, expanded sections of the tables created above in items A, B, and C to include the hourly rates for the staffing levels identified including the total cost for each staff member and bottom line total cost for all staff identified in the tables for preconstruction, construction, and post-construction phases.

Tab 4 – Project Approach

Provide your approach and work plan for the project. Indicate a clear understanding of the objectives of the services to be provided by the CM and include at a minimum:

- A. A narrative for the approach to be used during the preconstruction services shall include:
 - a. The CM's overall approach to the constructability review, estimating, value engineering, scheduling and phasing, construction methods, materials, equipment and systems, recommendation of alternative materials and/or methods to meet the intent of the Architect' design and maximize the cost effectiveness of the project budget.
 - b. The specific approach to the constructability review of the design documents in cooperation with the SDP and the design professional.
 - c. The approach to preparing the detailed construction cost estimate of the design documents.
 - d. Provide a quality control plan that will be used during the preconstruction phase and include by not limited to:
 - i. Process to identify constructability issues.
 - ii. Process for reviewing the coordination of building system design.
 - iii. Identifying construction detailing clarifications using trade best practices approach and previous project knowledge.
- B. A narrative for the approach to be used during the construction phase and include but not be limited to:
 - a. Administration of the schedule to verify that all contractors are performing expeditiously and to provide the monthly schedule update to the SDP.
 - b. A preconstruction conference to verify that the contractors are familiar with the scope of work and process required for the coordination of inspections, field testing, shop drawing approval, and submittal approval as related to their scope of work.
 - c. Describe the process to review contracts monthly progress payment requests and

- monthly cash flow projections.
- d. Describe the process to coordinate the trade contractor work, schedule, and provide problem resolution.
 - e. Provide a quality control plan that will be used during the construction case and include but not limited to the following:
 - i. The process and key personnel that will be tasked with the review and coordination of all submittals/shop drawings prior to submitting to the Architect for review.
 - ii. The process and key personnel that will be tasked with assessing the craftsmanship/workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings.
 - iii. How mock-ups will be used to determine the level of craftsmanship/workmanship required to meet the SDP's requirements for quality.

Tab 5 – Project Schedule and Plan

Proposal shall include a summary level schedule illustrating how CM intends to manage the project. Utilizing the milestones provided above, provide a schedule and narrative for the preconstruction phase and construction phase services and include at a minimum the following:

- A. CPM schedule that integrates critical design and construction activities.
- B. Illustrate an understanding of the SDP processes, required project approvals, and duration for design reviews.
- C. Coordination of the project milestones with critical approval, review, and activity links.
- D. Identifies sequences and relationships for critical submittals and shop drawings.

The project schedule and plan is intended to show the CM understands the overall process and sequencing of activities starting with preconstruction through the end of construction.

Tab 6 – Proof of Current Insurance Coverages

The firm shall provide a Certificate(s) of Insurance reflecting current insurance coverage of the firm for the following:

- A. Workers' Compensation and Employees' Liability Insurance
- B. Commercial General Liability Insurance
- C. Automobile Liability Insurance
- D. Professional Liability Insurance
- E. Excess Umbrella Insurance

Successful proposer(s) must provide evidence of current insurance coverage prior to the execution of the Contract for Professional Construction Manager Services. The amounts and types of such insurance coverage are indicated in the Professional Construction Management Services Contract.

Tab 7 – Good Standing or Subsistence Certificate

All firms must submit a copy of their firm’s Good Standing or Subsistence Certificate issued by the Pennsylvania Department of State, Corporation Bureau. You can contract the Corporation Bureau at (717) 787-1057 or you can go online and order the Certificate. You may have to register your company before ordering.

Tab 8 – Completed Executed Attachments

The RFP proposing firm shall complete attachments as follows:

1. Attachment A – Complete the Disclosure of Ownership form.
2. Attachment B – Equal Opportunity
3. Attachment C – Review and sign the Anti-Discrimination Policy.
The proposer shall not discriminate in employment and shall abide by all anti-discrimination laws.
4. Attachment D – MBE/WBE Participation Plan
5. The MBE/WBE Participation Goal for this project is 15-20%. See Attachment “C”, ANTI-DISCRIMINATION POLICY, for exact requirements. Proposers must complete and sign Attachment “D”, MBE/WBE Participation Plan. Proposers shall identify the specific firms that make up its commitment to the percentage goals stated. Do not put TBD (to be determined) for M/WBE participation goals. Goals are scored by the % provided in Attachment “D”, M/WBE Participation Plan of your Proposal.
6. Attachment F – Acceptance of Terms and Conditions of the Contract
In the event that the firm does not provide signed and sealed Attachment F, the SDP will deem the firm’s proposal non-responsive to the RFP.
7. Attachment G – City of Philadelphia Tax Compliant Certificate
The School District will not enter into a contract with a firm, business, or other legal entity that has not submitted a copy of its “Certificate of Tax Clearance” with the City of Philadelphia to the School District. See the attachment for the City of Philadelphia website to obtain the certificate and the City of Philadelphia Department of Revenue Tax Clearance Unit phone number.

Tab 9 – Acknowledgement of Receipt of Addenda (if any)

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

Tab 10 – Company’s Financial Statements

The proposing firm must provide a copy of the most current financial statement. Audited financial statements are preferred. If not available, provide reviewed financial statements or compilation.

9.0 Fee Proposal

Firms responding to the RFP shall complete and return a separate fee proposal in a separate sealed

envelope at the same time as their technical proposals however, the proposer's fee proposal will not be opened unless and until that firm has been selected for fee negotiation.

The fee proposal shall meet the following requirements:

9.1 Base Services

9.1.1 Staffing Plan

Note: Fee proposals shall follow the same format as the tables described in paragraphs A, B, and C at Tab 3 – Staffing Levels in Section II – Technical Proposal Instructions above, expanded to include the hourly rates and total costs described in Paragraph D of that same section.

The hourly rates must be fully-loaded (including benefits, overhead, and profit), all-inclusive wage rates for all positions included in The Base Services Staffing Plan. These hourly rates will also be used for all additional services. Only one hourly rate for the duration of the contract for each position will be accepted.

9.1.2 Staffing

The SDP has identified the following positions/functions it believes are needed to provide all the required services over the course of the project, but it is the responsibility of the proposer to determine the staffing requirements and distribution of responsibilities among project personnel to provide all the required services over the duration of the project. One person may fill multiple skill requirements:

- 9.1.2.1 Project/Construction Manager
- 9.1.2.2 Assistant Project/Construction Manager
- 9.1.2.3 Project Engineer
- 9.1.2.4 Project Administrator/Clerk of the Works
- 9.1.2.5 Inspector
- 9.1.2.6 CPM Scheduler
- 9.1.2.7 Cost Estimator
- 9.1.2.8 Commissioning Specialist
- 9.1.2.9 Safety Program Compliance Officer

9.1.3 On- Site Staffing Levels

The SDP expects that adequate, dedicated, on-site staffing will be maintained from the start of construction through final completion to assure timely completion of

the project including punch list and corrective work for final acceptance.

The SDP also expects that adequate hours will be allocated each month for safety program compliance, CPM scheduling, and cost estimating services, given the Construction Manager's responsibilities for safety, cost, and schedule management and reporting.

9.1.4 Support Services

Home office management and support services are deemed to be overhead costs and will not be separately compensated.

9.1.5 Reimbursable Expenses

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

9.2 Additional Services

Cost for additional services will be based on submitted hour rates for base services.

9.3 Compensation and Payment

The SDP intends to enter into a lump sum contract for all required services with the selected firm. That lump sum will not be adjusted for delays to substantial completion of ninety (90) days or less. For purposes of this requirement, substantial completion means completion of all area or phases so that they are suitable for full occupancy or operation as intended, with only minor punch lists remaining uncompleted. Delays to substantial completion will not increase the compensation for post-construction phase services.

The percentage of the total fee to be paid monthly for completion of each phase (preconstruction, construction, post-construction, and warranty inspection) shall be based on the percentage of estimated man-hours to be expended during that phase.

10.0 Evaluation Criteria

The selection committee will review all RFP submittals and assign a technical score based on the evaluation criteria and the weighting for each section described.

11.0 Selection Procedure

The SDP is following a two-stage qualifications-based-selection (QBS) process for this solicitation (sometimes referred to as the Brooks Act process). The School District may at any time terminate the RFP process provided for herein for any reason or no reason in the sole discretion of the School District. The receipt of proposals or other documents by proposers during any state of the RFP process will in no way obligate the School District to enter into any agreement with any proposer or make the School District liable for any proposer costs.

Stage 1:

Step 1: Technical proposals of firms will be evaluated by the selection committee and ranked on the basis of their technical qualifications and suitability for this assignment.

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

Step 3: The interview described below is an integral part of the evaluation process. The makeup of the proposed CM project team and their ability to communicate and work effectively with the rest of the team is of critical importance to the SDP.

Based on the evaluation of their technical proposals, the SDP will invite a limited number (to be determined by the SDP) of the highest ranked firms (the short list) to an interview and presentation.

The CM presentation should focus on the following:

1. Introduction of the proposed staffing for the project. What qualities will each proposed staff member bring to the team that will lead to the success of this project?
2. The factors that differentiate the proposing firm from the other firms. What makes your firm uniquely qualified to perform on this project?
3. Descriptions by CM staff persons of their previous successes and difficulties with integration into, and communications with, previous project teams.

Highlight any areas of the CM's proposal that warrant the special attention of the evaluation team, especially projects that the team has completed together in the local area that demonstrate their ability to successfully complete this project

Stage 2:

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

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

that firm commenced.

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

Each technical proposal will be reviewed by a selection committee to determine responsiveness. Proposals deemed non-responsive will be rejected without evaluation. The SDP reserves the right to reject any or all proposals when such rejection is in the best interest of the SDP. A responsible proposal is complete and addresses all requirements of the RFP. 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 the proposer's proposal, the proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its proposal preparation costs. By submitting its proposal, the proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this paragraph. By submitting its proposal, the proposer further expressly states that should it file, initiate, or persuade another to file, initiate or in any other manner pursue or encourage any lawsuit or that such filing, initiating, or other pursuit constitutes a breach of its agreement with the 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.

The School District may at any time terminate the RFP process provided for herein for any reason or no reason in the sole discretion of the School District. The receipt of proposals or other documents by proposers during any state of the RFP process will in no way obligate the School District to enter into any agreement with any proposer or make the School District liable for any proposer costs. The School District may alter these and any other procedures as it deems necessary and appropriate. The School District will evaluate all proposals based on a number of factors to determine what is in the best interests of the School District.

If the selected firm(s) are approved by the School Reform Commission, the SDP will notify the successful proposer(s) of the award and prepare and distribute the necessary documents for execution. The unsuccessful proposers will be notified by letter after the awarding of the contract.

ATTACHMENT "A"

**DISCLOSURE OF OWNERSHIP
FOR PROFESSIONAL AND CONSULTING SERVICES**

All businesses submitting proposals are required to complete the appropriate portion of this form. If more space is needed attach additional pages. In submitting its proposal, of which this Disclosure of Ownership form is a part, the business certifies that the information submitted in this Disclosure of Ownership form is correct as of the date of the submittal of the proposal.

1. If the business is a corporation, check here ____ and complete the following:

If the shares of the Corporation are not listed on the New York Stock Exchange or any regional exchange, list the names of each person who possesses either normal or beneficial ownership of 5% or more of the Corporation's stock (listed below). If none, type or print "none" in space below.

Is the Corporation listed on the New York Stock Exchange? __ yes ____ no

If the Corporation is listed on an exchange other than the NYSE, list the name of the exchange

Name	% Interest
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2. If the business is a partnership, check here ____ and complete the following:

The name of each general, limited or individual partner entitled to receive 5% or more of the profit derived from partnership activities (list below). If none, type or print "none" in space below.

Name	% Interest
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3. If the business is a sole proprietorship, check here ____ and complete the following:

The name of each person other than the owner entitled to receive 5% or more of the profits derived from the activities of the business (list below). If none, type or print "none" in space below.

Name	% Interest
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This form is completed and certified as accurate by:

Signature: _____

Title: _____

Date: _____

ATTACHMENT "B"

**EQUAL OPPORTUNITY
NON-DISCRIMINATION IN HIRING
NON-DISCRIMINATION IN CONTRACTING**

NOTICE

1) The successful Proposer shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, in the performance of the contract including but not limited to, preparation, manufacturer, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the successful Proposer or its agents, employees or representatives, SDP shall have the right to terminate the Contract. In the event of the continued refusal on the part of the Proposer to comply with this anti-discrimination provision, the Proposer may be removed from the list of approved bidders of SDP

2) The successful Proposer agrees to include subparagraph (1) above with appropriate adjustments for the identity of the parties in all subcontracts, which are entered into for work to be performed pursuant to the Contract.

_____ (seal)
(Trade Name of Firm)

_____ (seal)
(Signature of Owner or Partner)

(Date)

ATTACHMENT "C"

ANTI-DISCRIMINATION POLICY of the SCHOOL DISTRICT OF PHILADELPHIA ADOPTED NOVEMBER 14, 2007

SECTION 1. THE POLICY

It is the policy of the School District of Philadelphia (the "District") acting through and by the School Reform Commission (the "SRC") to ensure equal opportunity in all contracts let by the District (the "Contracts"). In light of this policy, the District has adopted this Anti-discrimination Policy (the "Policy") which is applicable to all Contracts, including but not limited to, Contracts for the design, development, construction, operation and maintenance of school buildings and other buildings and structures owned, leased or used by the District or its contractors, assignees, lessees and licensees (the "Facilities"); Contracts for professional services and Contracts for the purchase of goods, services, supplies and equipment for the District and the Facilities. The objective of the Policy is the promotion of prime contract and subcontract opportunities for minority and woman-owned business enterprises ("M/W/BEs") that are approved by the District or that are certified by the Minority Business Enterprise Council of the City of Philadelphia, Southeastern Pennsylvania Transportation Authority or any other certifying agency designated by the District in its discretion.

The fundamental requirement of the Policy is that all contractors, vendors and consultants that contract with the District (the "Contractors"), satisfy the District that they will: (1) not discriminate against any person in regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability; and (ii) provide a full and fair opportunity for the participation of M/W/BEs in Contracts. Contractors must demonstrate that the participation of M/W/BEs is "meaningful and substantial" in all phases of a Contract under criteria adopted by the District. "Meaningful and substantial" shall be interpreted by the District as meaning the range of participation that reflects the availability of bona fide M/W/BEs in the Philadelphia Metropolitan Statistical Area. Participation shall be measured in terms of the actual dollars received by M/W/BEs.

As used in this Policy, the word "Contractors" includes any person, firm, partnership, non-profit corporation, for-profit corporation, Limited Liability Company or other legal entity that contracts with the District.

For purposes of this policy, "minority person" refers to the following: African American or Black (persons having origins in any of the Black racial groups of Africa); Hispanic American (persons of Mexican, Puerto Rican, Cuban, Dominican, Central or South American, or other Spanish or Portuguese culture or origin regardless of race); Asian American (persons having origins from Japan, China, Taiwan, Korea, Burma (Myanmar), Vietnam, Laos, Cambodia (Kampuchea), Thailand, Malaysia, Indonesia, the Philippines, Brunei, Samoa, Guam, the U.S. Trust Territories of the Pacific Islands (Republic of Palau), the Commonwealth of the Northern Marianas Islands, Macao, Fiji, Tonga, Kiribati, Juvalu, Nauru, Federated States of Micronesia, Hong Kong, India, Pakistan, Bangladesh, Bhutan, the Maldives Islands, Nepal or Sri Lanka); and Native Americans (which includes persons who are American Indians, Eskimos, Aleuts or Native Hawaiians).

SECTION 2. PROCEDURES FOR IMPLEMENTATION

1. Articulation of the Policy. Staffing and Reporting

The Office of General Counsel and Office of Small Business Development will develop language to be included in bid solicitations and requests for proposals that clearly sets forth the objective of the Policy (the "Solicitation Language"). District employees shall include the Solicitation Language in all bids, public solicitations, requests for proposals and all communications to potential Contractors, including those who wish to provide professional services to the District. The Policy shall be articulated to the public in general, and to each Contractor, assignee, lessee or licensee doing or seeking to do business with the District. The District may employ additional staff or contract with other public or private entities to assist in the implementation of the Policy. SBD shall provide the SRC with annual reports on the level of M/W/BE participation in all contracting activities.

2. Promotion of M/W/BEs

The District recognizes the importance of having meaningful and substantial M/W/BE participation in all Contracts. To that end, the District will take steps to ensure that M/W/BEs are afforded a fair and equal opportunity to participate. Those steps may include but are not limited to: (i) making public contracting opportunities; (ii) advertising in newspapers and periodicals published by community-based organizations and M/W/BEs; and (iii) designing bid packages in such a way as to promote rather than discourage M/W/BE participation.

3. Contracting Requirements

a. Bids, Request for Proposals, and Public Solicitations

Prior to the dissemination of any bid, request for proposals or public solicitation (the "Solicitation"), the applicable contracting department of the District shall submit proposed ranges of M/W/BE participation in the area to be bid (the "Participation Range") to SBD for approval. The Participation Range, as approved by SBD, shall be included in each Solicitation and, if applicable, the Solicitation shall include the names and addresses of bona fide M/W/BEs that are available for contracting or joint-venture opportunities. Each bidder or respondent shall be required to submit: (i) a plan with its bid or proposal that meets the Participation Range set forth in the Solicitation and lists the names, addresses, dollar amounts and scope of work to be performed by M/W/BEs (the "Participation Plan"); or (ii) brief narrative explaining its reasons for not submitting a Plan that meets the Participation Range set forth in the Solicitation. Submission of the Participation Plan is an element of responsiveness. Failure to submit a completed Participation Plan or a narrative explaining the reasons that the Participation Ranges could not be met may result in the rejection of a bid or proposal. If the Participation Range in a bid or proposal meets or exceeds the level determined by the District to be meaningful and substantial, there shall be a presumption of compliance with the Policy. If, however, the proposed Participation Range falls below the level determined by the District to be meaningful and substantial, the bidder or respondent must prove to the satisfaction of the District that it did not discriminate in the solicitation of potential subcontractors and/or joint venture partners.

b. Contracts for Professional Services

Contracts for professional services that are not the subject of a Solicitation must also include approval Participation Plans. If a proposed Contract for professional services is subject to the approval of the Limited Contracts Authority Committee of the District (the "LCA"), the applicable contracting

department shall submit a proposed Participation Plan for the written approval of SBD prior to the submission of the Contract to the LCA. In instances where proposed Contract for professional services must be approved by a Resolution adopted by the SRC, SBD's approval of the Participation Plan shall be incorporated into the on-line resolution process prior to the submission of Resolution to the SRC.

4. Sanctions

The Participation Plan shall be a part of each Contract between the District and a Contractor and shall be enforceable as any other contractual term or condition. Sanctions for breach of a Participation Plan may include suspension, cancellation of the Contract and/or disbarment from future contracting opportunities with the District.

EQUAL OPPORTUNITY

A. EQUAL OPPORTUNITY

The School District of Philadelphia (the "School District") is an Equal Opportunity Employer and demands no less of the companies with which it does business. The School District will not do business with companies or persons who unlawfully discriminate on the basis of race, color, national origin, sex, creed, disability, or any other impermissible ground in their hiring, promotion, subcontracting or procurement practices. By submitting any proposal to contract or entering into any contract with the School District, the Respondent (the "Respondent") represents and certifies that Respondent is an Equal Opportunity Employer; and conducts business affairs without improper regard to race, color, national origin, sex, creed, or disability, and has not been debarred, suspended, or declared ineligible to contract by any public or private agency or entity because of the Respondent's discriminatory practices. If the Respondent has been debarred or suspended, Respondent must submit a statement with the bid identifying the 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) **Respondent to this RFP shall employ the services of Sub-consultant(s), as necessary, to achieve combined Minority Owned Business Enterprise (MBE) and Woman Owned Business Enterprise (WBE) participation goals in a range of 15%-20% of the total amount of services provided. If the Firm is a MBE or WBE firm, then the Firm will have achieved the goal for that category. A non-MBE or WBE firm shall employ a MBE or WBE firm to achieve these goals.**
- (c) The Respondent's agreement to meet the requirements of the Section is a material representation of fact upon which reliance will be placed if a contract is awarded. If it is later determined that the Respondent has not made a good faith effort to comply, within the School District's sole judgment, the School District may pursue available remedies, including suspension or debarment of the Respondent from future School District work as non-responsible.

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.

_____ (seal)
(Trade Name of Firm)

_____ (seal)
(Signature of Owner or Partner)

(Date)

ATTACHMENT "D"

SCHOOL DISTRICT OF PHILADELPHIA
OFFICE OF PROCUREMENT SERVICES

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

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

Company Name _____ Contact Person: _____
Address: _____ Phone: _____
City: _____ State: _____ Zip: _____
Fax: _____ E-mail: _____
Owner: __ African-American, __ Hispanic, __ Asian, __ Native American, __ Woman, __ Non-Profit, __ Caucasian, __ Other
Federal Tax ID _____ Certifying Agency: _____ Certification No.: _____
Bid Number or Subject of Resolution: _____

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 M/WBEs).

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

ATTACHMENT "E"

**SAMPLE PROFESSIONAL CONSTRUCTION MANAGEMENT
SERVICES CONTRACT**

The "Professional Construction Management Services Contract" shall serve as a "sample" document for the Firms to review. Said "sample" contract shall not be construed as a contract between the Firm and the SDP. The Sample Contract can be viewed by clicking on the following link.

http://webgui.phila.k12.pa.us/uploads/2B/CF/2BCFu-jfbnm9_nuPOMSLow/Solis-Cohen-Replacement-School-Sample-CM-Contract.-01.23.17.pdf

ATTACHMENT "F"

**ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT
FOR
PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES
FOR THE NEW REPLACEMENT SCHOOL AT THE SOLOMON SOLIS COHEN
ELEMENTARY SCHOOL PROJECT**

I have read the "PROFESSIONAL CONSTRUCTION MANAGEMENT SERVICES CONTRACT FOR THE NEW REPLACEMENT SCHOOL AT THE SOLOMON SOLIS COHEN ELEMENTARY SCHOOL PROJECT and agree to enter into a Contract for this Project under the Terms and Conditions of the CONTRACT and will not take any exceptions to the Terms and Conditions.

Firm Name: _____ Corporate Seal: _____ Affix Here

Signature: _____ Title: _____ Date: _____
(Principal/Owner)

ATTACHMENT "G"

**TAX COMPLIANCE
WITH THE CITY OF PHILADELPHIA**

Provide a copy of your firm's "Certificate of Tax Clearance" with the City of Philadelphia.

You can search your firm's tax compliance at the following website:

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

If your firm is compliant, you can print out the "Certificate of Tax Clearance".

If your firm is not tax compliant, please contact the City Revenue Department Tax Clearance Unit at (215) 686-6565.