

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 Engineering Services
For
Retro Commissioning at
Thurgood Marshall Elementary School

1.0 Subject

The School District of Philadelphia's Office of Capital Programs is requesting proposals from qualified firms to provide Professional Retro Commissioning Services for the Thurgood Marshall Elementary School, located at 5120 N. 6th St., Philadelphia, Philadelphia, PA 19120, and has an enrollment of approximately 644 students in grades K through 8. The project consists of Retro-Commissioning the Mechanical Equipment and ATC System.

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 three (3) copies each of the Technical Proposal and Fee Proposal shall be submitted in separate sealed envelopes clearly marked: "Retro Commissioning Services for Thurgood Marshall Elementary School RFP – TECHNICAL PROPOSAL" and "Retro Commissioning Services RFP for Thurgood Marshall Elementary School – 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 no later than Tuesday, May 1, 2018 at 2:00 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 School 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 interest of the School District to do so.

3.0 Walk-Through

A walk through of the project site for prospective proposers is scheduled for Monday April 16, 2018 at 9:00 AM at the following location:

Thurgood Marshall
5120 N 6th Street
Philadelphia, PA 19120

All proposers shall assemble at the entrance lobby. Each firm is limited to a maximum of four (4) 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 "Retro-Commissioning Services at Thurgood Marshall". Deadline for all questions will be 2:00PM Tuesday, April 24, 2018. 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:

Retro Commissioning Services Award: Thursday, May 24, 2018.

Targeted Pre-functional checklist: Tuesday, June 26, 2018.

Targeted Functional checklist: Friday, July 6, 2018.

List of all deficiencies within the mechanical system: Friday, July 20, 2018.

Recommendations for repairs and updates for proper operation of the system: Friday, August 3, 2018.

Balancing, Balancing Report, and re-inspection of the repaired mechanical system: at the conclusion of the repair process.

6.0 Budget

The current estimated Retro Commissioning Services cost is a maximum of \$125,000.00

This information is provided solely to give prospective proposers a “ball park” estimate of the Commissioning Services costs and duration of this project and it is subject to change as the design is finalized and constructability reviews are completed.

7.0 Project Scope

The School District will engage the services of the Commissioning Agent (CxA) to provide professional services and field oversight and coordination, and building Retro-Commissioning of the existing Mechanical and Building Automation Systems.

The selected CxA will utilize a Retro Commissioning program to be approved by SDP. The selected software program must be compatible with the existing software and shall be non-proprietary. All reports to the SDP shall be in PDF, Word Document, Excel, or other acceptable 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 the Retro-Commissioning required on this project is as follows:

7.1 Retro-Commissioning includes:

- 7.1.1 Manage and facilitate the implementation of all retro commissioning processes and guidelines.
- 7.1.2 Confirm all equipment and facility inventory information is input into the SDP facilities inventory database.
- 7.1.3 Coordinate between SDP staff and contractor(s) or manufacturer for training sessions.
- 7.1.4 Attend meeting(s) with owner and contractors.

7.2 Post Completion Services include:

- 7.2.1 Provide adequate, dedicated, on-site staffing through final completion to assure timely completion of punch list and corrective work for final acceptance.

- 7.2.2 Prepare punch list in conjunction for correction or completion of work after substantial completion for final completion.
- 7.2.3 Conduct punch list review meetings with the construction contractors at least bi-weekly to monitor scheduling and completion of punch lists and corrective work.
- 7.2.4 Conduct punch list inspections and prepare reports of remaining items for completion or correction and submit to SDP.
- 7.2.5 Receive and review as-built drawings from the contractors for accuracy and transmit to the SDP.

COMMISSIONING AGENT TASK

General Requirements.

The Owner is committed to Retro-Commissioning this project to ensure that all systems are complete and functioning properly, to the original design intent, prior to material completion and that facility staff has adequate system documentation and training.

The Commissioning process shall oversee and coordinate the traditionally separate functions of equipment startup, system performance testing and balancing, control system calibration, construction and system documentation, and training.

Specific requirements of the Commissioning process and responsibilities, duties, and obligations of the Commissioning Agent (CxA) team are described below. To accomplish these tasks, the CxA shall be required to coordinate his or her activities with other entities. The Commissioning process does not take away from or reduce the responsibility of the project designers or installing contractor to provide a finished and fully functioning product. It is noted that the services of the Design Team, Contractor, and various subcontractors are NOT provided for under this Scope of Work and the CxA is not responsible for providing their services.

The primary role of the CxA shall be to: **1) Identify all mechanical deficiencies through testing each component in each of the school's system; 2) Restoration of the mechanical system to its original design intent; 3) Recommending preventative maintenance procedures to prolong the mechanical equipment life.** This can be attained through the development, coordination and execution of a Retro- Commissioning Plan; observing and documenting the design intent of the existing mechanical equipment and system testing to establish that equipment and systems are functioning in accordance with the requirements of the original design intent per the Contract Documents; and to assist the Owner, End User, and SDP Maintenance Personnel in developing correct and complete documentation of the aforementioned primary role of this effort. The CxA will not be responsible for design concept, design criteria, compliance with codes, design, or general construction scheduling, cost estimating, construction management, or construction supervision. The CxA may assist the Design Group in the Office of Capital Programs with design issues, problem solving, or the correction of construction non-conformance or deficiencies, but ultimate responsibility for meeting the project objectives and requirements resides with the contracted Retro Commissioning Team listed below.

Systems to Retro-Commission.

The specific systems that shall be Retro- Commissioned include but are not limited to:

- Mechanical Systems
 - Thermometers & gauges
 - Vibration Isolation
 - Steam Condensation System
 - Computer room HVAC systems
 - Chemical Water Treatment Systems
 - Chillers
 - Cooling Towers
 - Condenser Water System
 - Air Terminal Unit Systems, VAV, PIU, AHU, etc.
 - Humidifiers and controls
 - Duct Silencers
 - Dampers
 - Variable Frequency Drives & Motors
 - Air Distribution Systems
 - Exhaust Air Systems
 - Building automation systems, including controlled devices, sensors, control loops, and logic
 - Test and Balance verification
 - Refrigeration equipment and controls
 - Chilled Water System

- HVAC Controls
 - Component FPT and Calibration
 - Control air supply
 - Air terminal units (non-lab)
 - Sequence controls to include:
 1. AUU, 100% OSA
 2. EAHU, HVAC equipment
 3. AHU, H&V
 4. Exhaust air fans
 5. Differential bypass value
 6. Air terminal units, CV
 7. Air terminal units, VAV / CV
 8. Air terminal units, VAV
 9. Heat exchanger
 10. Variable speed pumps
 11. Cabinet unit heaters
 12. Condenser water system
 13. humidifiers
 14. Water heaters
 15. Heating coils / radiant hoods
 16. Condenser water filters
 17. Steam generator

- Graphic display
- Trend logs
- Status review screens, checks and alarming
- Network communication

The CxA shall also inspect existing face and bypass dampers and shall provide input and corrective actions, where required, for the existing control system at end equipment

Design Intent Review Phase

The CxA shall assist in documenting the project's requirements, the Owner's design intent, and the original basis of design and rationale for accomplishing these requirements. The CxA shall complete the following tasks:

- Review Owner's Project Requirements (OPR) documentation for familiarization of SOW intent.
- Review Basis of Design (BOD) document to ensure consistency with OPR
- Develop preliminary Cx plan and provide design team with a draft.
- Develop a targeted pre-functional testing checklist.
- Incorporate Cx specifications into SDP PM Procedures.
- Create commissioning deficiencies / issues log to be updated throughout Cx
- Complete checklist verifying that CxA has received latest version of design documents

The CxA, with cooperation from the SDP Design Group in Capital Programs, shall provide adequate written OPR, Basis of Design, and full sequences of operations, complete with points lists and control schematics, for all equipment and systems for inclusion in the SDP O&M manuals and for the CxA to use in writing functional tests.

Occupancy and Warranty Phase

The Retro Commissioning at this period of post occupancy is intended to assist the Owner and facility operating staff in identifying any defects in the installed equipment or system operation. The CxA shall complete the following tasks during the warranty phase:

- Complete final Cx issues log that includes resolved and unresolved issues
- Address concerns with operating facility and staff
- The CxA should verify the installation and performance of all commissioned systems no later than 10 months after material completion of the project
- Complete final commissioning report
- Assist owner with a 12-month measurement and verification of energy performance (optional)
- Coordinate or witness deferred and seasonal testing and balancing

Test Equipment

The installing contractors shall provide all tools or the use of tools required to start, checkout, and functionally test equipment and systems, except for specified testing with supplemental portable data loggers, which shall be supplied and installed by the CxA.

To expedite air-water balance testing, and to minimize additional cost to the contractor, the CxA shall verify the Test and Balance (TAB) contractor's air-water balance values by witnessing the testing and verifying the results while on site. All testing shall be performed after school hours, weekends or during summer/winter recess sessions.

Data logging equipment, monitoring devices, specialized equipment, and software not required to be provided by the installing contractor in the Contract Documents, and provided by the CxA to monitor, confirm, or verify the contractor's testing procedures, shall remain the property of the CxA. Equipment provided shall meet the minimum accuracy, calibration, and performance standards required by the performance test.

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 tabs 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
- Verify air and water flow
- Verify all sensors and ensure proper operation.
- Create a customized/targeted pre-functional and functional test checklist.
- Identify mechanical and electro-mechanical components and equipment requiring replacement to meet the original mechanical system(s) design intent.

Tab 1 – CM Project Experience

Provide information for no more than three (3) projects similar 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 targeted functional testing checklists that were used.
 - b. Explain how issues were addressed and used to revise or correct design deficiencies and restore the system performance to its optimal state.
- C. A narrative for the delivery method and include information that demonstrates the firm's ability to effectively deliver projects on time.
- D. Provide reference and contact information for the project owner, their roles and 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. 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 CxA and include at a minimum:

Tab 5 – Project Schedule and Plan

Proposal shall include a summary level schedule illustrating how Commissioning Agent 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 SDP Operation activity.
- B. Illustrate an understanding of the SDP processes, required project approvals, and duration for design reviews.

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 – M/WBE Participation

The MBE/WBE Participation Goal for this project is 15-20%. See Attachment C -ANTI-DISCRIMINATION POLICY for exact requirements. Prime proposers must sign Attachment C. 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.

Tab 7 – 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 (see attachment F).

Tab 8 – 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 9 – Completed Executed Attachments

The RFP proposing firm shall complete attachments as follows:

1. Attachment A – Disclosure of Ownership
2. Attachment B – Equal Opportunity
3. Attachment C – 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

The proposer shall ensure that minority-owned businesses (MBE's) and woman-owned businesses (WBE's) have the maximum opportunity to participate in the performance of this engagement and shall make a good-faith effort to achieve the goals.

5. Attachment F – Acceptance of Terms and Conditions of the Contract

In the event that the firm does not provide signed and sealed Attachment G, the SDP will deem the firm's proposal non-responsive to the RFP.

6. 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 10 – Acknowledgement of Receipt of Addenda (if any)

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

Tab 11 – 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 ATTACHMENT "H"

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. See Attachment H.

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 personnel table listed in Attachment "H", Pages 1 and 2 of this proposal.

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:

9.1.2.1 Commissioning Engineering Professional

9.1.2.2 Controls Specialist

9.1.2.3 Test & Balance Specialist

9.1.2.4 Project Administrator

9.1.2.5 Commissioning Specialist

9.1.2.6 Peer Review Engineer/Specialist

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.

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 hourly 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 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.

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.

12.0 Attachments to the Proposal

- A – Disclosure of Ownership for Professional and Consulting Services
(to be submitted for each member of the firm for the team being proposed)
- B – Equal Opportunity Non-Discrimination Notice
- C – Anti-Discrimination Policy
- D – M/W/BE Participation Plan
- E – Website Directions to a Sample Copy of the Contract Document
- F – Acceptance of Contract Terms and Conditions
- G – Certificate of Tax Clearance, City of Philadelphia

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
-------------	-------------------

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 ENGINEERING
SERVICES FOR RETRO-COMMISSIONING**

The "Professional Engineering Services Contract for the Retro-Commissioning" 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 is posted below the RFP on the website.

ATTACHMENT "F"

**ACCEPTANCE OF TERMS AND CONDITIONS OF CONTRACT
FOR
RETRO-COMMISSIONING SERVICES PERFORMED AT THE
THURGOOD MARSHALL ELEMENTARY SCHOOL**

I have read the "PROFESSIONAL ENGINEERING SERVICES CONTRACT FOR THE RETRO-COMMISSIONING SERVICES PERFORMED AT THURGOOD MARSHALL 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.

ATTACHMENT “H”
FEE PROPOSAL – PAGE 1 OF 2

**RETRO-COMMISSIONING SERVICES PERFORMED AT THE
THURGOOD MARSHALL ELEMENTARY SCHOOL**

Please acknowledge the following by signing where indicated below.

Method of Compensation

The method of compensation for this project shall be based on the Lump Sum Fee payable at 50% and 100% completion, see the “Professional Services Sample Contract.”

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

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

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

(Trade Name of Firm)

(Signature of Owner or Partner)

**ATTACHMENT “H”
FEE PROPOSAL – PAGE 2 OF 2**

**RETRO-COMMISSIONING SERVICES PERFORMED AT THE
THURGOOD MARSHALL ELEMENTARY SCHOOL**

Project Retro-Commissioning Team Personnel List with Lump Sum and Hourly Rates (P. 2 of 2)

PROPOSER’S FIRM: _____

Provide the following:

Lump Sum Fee for Retro-Commissioning \$ _____

PROPOSER’S FIRM: _____

Name & Company	Position	Hourly Rate
Company -	Key Personnel – Commissioning Agent (CxA)	\$
1.	Commissioning Engineer Professional	\$
2.	Controls Specialist	\$
3.	Test & Balance Certified Specialist (AABC/NEBB)	\$
4.	Project Administrator	\$
5.	Commissioning Specialist	\$
6.	Peer Review Engineer/Specialist (QA/QC)	\$
		\$

