

Addendum No. 1

Subject: Mechanical, Plumbing, Fire Protection and Electrical Engineering Design Services on an As-Needed Basis
RFP-112420

Location: N/A

This Addendum No 1, dated 8th of December, 2020, shall modify and become part of the Request for Proposal. Any items not mentioned herein, or affected by, shall be performed strictly in accordance with the original documents.

Questions

Question 1: Section 8.1, Tab 2: *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.* Is the School District seeking three references per individual on the project team or three references per firm/consultant on the team?

Answer 1: The School District is seeking 3 references per individual on the project team.

Question 2: Section 8.1, Tab 7: *The Proposer must submit the firm's most recent audited financial statement, which shall include, at a minimum, a balance sheet, related statements of income and retained earnings and cash flows and footnotes.* Will you accept reviewed financial statements in place of audited financial statements?

Answer 2: Audited financial statements are required.

Question 3: Attachment B, Sample Professional Design Services Agreement. Will you please provide the link for the sample agreement?

Answer 3: Link to Sample Professional Design Services Agreement is as follows:
<https://www.philasd.org/capitalprograms/wp-content/uploads/sites/18/2020/12/Sample-IDIQ-MEP-FP-Engineering-Design-Services-Contract-Nov.-2020-version.pdf>

Question 4: On Page 5 of RFP - Tab 5 - Completed Executive Forms & Attachments. The first bullet item states that the proposer must submit a completed SF 330 AE qualification

form. Are you requesting that firms provide a completed SF 330 package (SF 330 Part I Section A - H and SF 330 Part IIs) in addition to the requested proposal information listed in under 8.0 Proposal Requirements? Also, is SDP looking for just information from the prime proposer on these SF 330 forms or a combination of the entire proposed team for this contract, including proposed subconsultants?

Answer 4: Yes, completed SF 330 is required in addition to the requested proposal information listed under 8.0 Proposal Requirements. Prime Proposers and subconsultants shall fill form SF 330.

Question 5: Will SDP consider extending the due date until after January 1st?

Answer 5: Proposals are due as noted in the RFP.

Question 6: Do you prefer that the digital copy is on a USB drive or CD?

Answer 6: Digital copy shall be on a USB Drive.

Question 7: Given COVID restrictions, do signatures on the original copy need to be wet signatures, or are electronic/scanned signatures acceptable?

Answer 7: Electronic or Scanned signatures are acceptable. Original contract must be signed by successful parties in Oracle using electronic signatures only.

Question 8: Please clarify – Section 11.0 (P. 7) of the RFP indicates that the maximum aggregate fee amount that can be earned is \$10M. However, the first paragraph on page 18 indicates that the maximum fees that can be invoiced over the term of the contract are \$2M. Which is correct?

Answer 8: \$10M. is the correct amount. A revised fee proposal is included in this addendum after the questions section.

Question 9: The District's RFP makes several references to its "standards and guidelines." We understand that the District is currently engaged in an effort to develop new standards and guidelines. Which edition of these referenced documents will be applied to this As-Needed term agreement and will the District make the new standards and guidelines available to candidate firms for review prior to their submission of proposals for this RFP?

Answer 9: The candidate firms shall comply with all current applicable codes as revised by the City of Philadelphia's Department of Licenses and Inspections. Currently, the Design Standards and Guidelines are in draft form and cannot be shared with candidate firms for review; they will be made available to successful proposers prior to project assignments.

Question 10: With regard to compensation, the milestone payment schedule outlined for the 'Percentage of Construction Cost Method' (Article 6.2.1, p 57 of the Sample

Contract) appear to result in significant burdens for the District's Engineering consultants. Firstly, these milestones vary significantly from industry standards, resulting in deferred and delayed payments to Engineers, and thus a significant financial burden. Industry standards suggest the value of design and construction documentation phases to be approximately 65% - 70% of the overall fee (compared with the 55% listed for Phase I), establish bidding and negotiation as 3% - 5% of the overall (compare against 10% for Phase II), and typically see construction administration valued at 25%-30% of the overall services. The adverse impacts for Engineers appear to be further magnified by the inability receive Phase IV payment (established as 25% for Phase IV) until the completion of all project closeout activities. The result is that Engineers are asked to work through the completion of active construction phases while a 25% retainage is held by the District pending completion of administrative closeout tasks.

This burden is particularly difficult to justify when one considers that payments also appear to be subject to being withheld or delayed due to instances or circumstances not under the Engineer's control. Consider the impact to the Engineer when a contractor fails to complete a required submission (Phase III), or fails to perform a Commissioning or Closeout task. Will the SDP consider revisions to Article 6.2.1 to reduce these burdens? Alternately, will the SDP consider allowing invoices to be submitted on a percentage of project completion basis that would enable engineers to invoice for portions of the Phases II and IV fees in keeping with the progress of the project in construction?

Answer 10: SDP will not revise the terms of Article 6.2.1, p 57 of the Sample Contract. SDP does not retain 25% of the consultants' fee until project close-out but rather makes progress payments during the design phase as well as the construction administration phase.

Question 11: Please clarify. Under the 'Percentage of Construction Cost Method' how is an Engineer compensated for services provided under the District's direction if portions of these are later removed from the scope of work assigned to contractors? For instance, in the event that Engineers are directed to develop designs and documentation for elements of a task assignment and these are subsequently removed from the issued bid documents, or are not assigned to a contractor or included in a contractor's scope, how is the percentage of construction cost method adjusted to incorporate the Engineer's design and documentation efforts for the unrealized or non-contracted construction services?

Answer 11: SDP has the option to cancel any and all projects at any stage for convenience. If SDP eliminates or reduces the scope of work for a project, the effort spent on developing the design for such scope shall be documented by the design consultant and paid for by the SDP after both parties agree to said fee.

Question 12: Due to COVID Restrictions, will the SDP accept electronic submissions?

Answer 12: Hard copies are not required for this submission but will be required at a later date when the COVID restrictions are lifted. Electronic copies are due according to the

terms of the RFP.

Question 13: Attachment F – Fee Proposal Page 2 of 3, is the proposed fee requested on Page 2 of 3 (in terms of percentages) limited to just the MEP/FP Engineering services?

Answer 13: The fee is the proposal on Page 2 of 3 shall include all engineering or architectural services required for any given scope of work.

Question 14: Are Landscape Architectural services required for this contract?

Answer 14: Yes.

Question 15: There is a list of key personnel listed on page 4 that are not identified in Attachment F, would you like their hourly rates as well or is this boilerplate disciplines that are not needed for this SOW?

Answer 15: Yes.

-END OF ADDENDUM NO. 1-

Attachments

**Revised ATTACHMENT “F”
Fee Proposal Cover Sheet – Page 1 of 3
School District of Philadelphia
Professional MEP Design Services**

Company Name: _____
Address: _____
Telephone: _____
Email: _____
Fax Number: _____

Please acknowledge the following by signing where indicated below:

It is my understanding that maximum amount of \$10,000,000 that shall be invoiced over the term of the contract. The term of the contract shall be two years or to the date that maximum amount of fee has been expired, whichever occurs first. The School District of Philadelphia reserves the right to limit the amount of the award and will not guarantee the assignment of the complete program to any single consulting firm.

Method of Compensation

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

Project Key Personnel List with hourly rates

The listing must also include the hourly billable, all-inclusive wage rates for all people listed as key personnel. These wage rates will be used to invoice for services performed when the method of compensation is by hourly rates. These hourly rates shall be fully loaded including benefits, overhead and profit.

Reimbursements

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

(Trade Name of Firm)

(Signature of Owner or Partner)