



THE SCHOOL DISTRICT OF PHILADELPHIA

Office of Capital Programs
440 North Broad Street, 3rd Floor
Philadelphia, PA 19130-4015

REQUEST FOR PROPOSALS

**TURNKEY DEVELOPMENT OF A NEW K-8 SCHOOL
at 3001 Ryan Avenue, Philadelphia, PA
by 08-01-2020**

1.0 Subject

The School District of Philadelphia (“SDP”), through the Office of Capital Programs (“OCP”) is requesting proposals from qualified Developers, which can provide all turnkey development services associated with financing, planning, design, and construction for a New K-8 School for 1,660 students, to be located at 3001 Ryan Ave, Philadelphia, PA 19152 (“Project”). The Project will be located on a site next to and/or between the Austin Meehan Middle School and the Abraham Lincoln High School off Ryan Avenue (“Project Site”).

All design and construction activities for the new facility must be completed by August 1, 2020.

The existing Meehan Middle School and Lincoln High School shall remain occupied and operating as SDP schools throughout design and construction of the Project.

2.0 Background

OCP is responsible for identifying and prioritizing capital work within the SDP. OCP shares responsibility for the long-term upkeep and replacement of critical building systems over 25.6 million square feet including nearly 300 buildings, annexes, administrative buildings and athletic fields. OCP works closely with the Office of Facilities and Maintenance, the Office of Real Property, and the Office of General Counsel.

The School Reform Commission (SRC) adopted the Capital budget for FY 2019 on May 24, 2018. The basis for the budget is the sale of bonds usually repayable with interest over 30 years. The Capital budget is the basis for the multi-year Capital Improvement Program (“CIP”). Projects are selected for inclusion in the CIP using building condition assessment reports, work order and deferred maintenance data, input from field maintenance employees and school administrators, and the priorities identified in the Superintendent’s Strategic Action Plan. CIP priorities include maintaining the physical integrity of existing facilities, upgrading existing facilities to meet code requirements and educational program needs, replacing systems that have exceeded their lifecycle, and constructing new facilities and additions.

3.0 Place and Date of Submission

One (1) original, four (4) copies, and 1 digital copy (locked pdf) each of the Technical Proposal and Fee Proposal shall be submitted in separate sealed envelopes clearly marked:

- "Turnkey Development for the New K-8 School at 3001 Ryan Avenue – TECHNICAL PROPOSAL - Due 10/12/2018" with the name of the Proposer's firm and their address. and
- "Turnkey Development for the New K-8 School at 3001 Ryan Avenue – FEE PROPOSAL - Due 10/12/2018" with the name of the Proposer's firm and their address.

Faxed and Electronically Transmitted Proposals shall not be accepted.

Responses must be received no later than 3:00 PM, Friday, October 12, 2018.

The Proposal shall be addressed to:

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

4.0 Communications

All questions must be submitted in writing by mail to the address listed above or via e-mail to capitalbids@philasd.org. The subject line must include the name of the project: "Turnkey Development Services for the New K-8 School at 3001 Ryan Avenue".

The deadline for all questions is 3:00 PM, Monday, October 1, 2018. All responses for every inquiry, including amendments to this RFP, will be provided and posted on the Office of Capital Programs website, which can be accessed by clicking on the following link: <https://www.philasd.org/capitalprograms/programsservices/contracts/current-rfps-requests-for-proposals/>

The SDP shall not be bound by any oral communications. From the date of the release of the RFP to the date of authorization of a contract, there shall be no communication concerning the RFP between prospective respondents and/or their agents or staff with any SDP staff, except as provided in the RFP. Communication with other SDP staff is expressly prohibited. Any communication in violation of this provision shall not be binding on the SDP and shall be grounds for immediate disqualification.

5.0 Mandatory Walkthrough

Walk-throughs of the Project Site for Proposers are scheduled for **Friday, September 21, 2018 at 9:00 AM and Friday, September 28, 2018 at 9:00 AM** at the following location:

Austin Meehan Middle School
3001 Ryan Ave,
Philadelphia, PA 19152

All Proposers shall assemble at the entrance lobby to Meehan Middle School. Each firm is limited to a maximum of six (6) representatives.

Additional walkthroughs of the Project Site will be available from Friday September 14, 2018 through September 25, 2018 between the hours of 9:00 A.M and 3:00 P.M. by appointment only. Please contact Sara Nordstrom at 215-400-5099 or snordstrom@philasd.org to schedule.

6.0 Schedule

RFP Issued	9/12/2018
Walkthrough	9/21/2018 @ 9:00 AM
Additional Walkthrough	9/28/2018 @ 9:00 AM
Questions Due	10/1/2018 by 3:00 PM
Final Addendum	10/9/2018
Proposal Due	10/12/2018 by 3:00 PM
Notification of Finalists	10/23/2018
Finalist Presentations	10/26/2018
Final Selection of Firm	10/29/2018
Recommendation for Award	10/30/2018
Board of Education Approval to Enter into Pre-Development Agreement	12/20/2018
Pre-Development Activities Completed	3/1/2019
School Board Approval to Enter into Agreement of Sale and Transfer Project Property to Developer	11/15/2019
Construction Complete; Transfer of completed Project and Project Site back to SDP	August 1, 2020

7.0 Project Intent, Background & Goals

INTENT

The SDP intends to select a Developer to finance, design and construct the Project under a turnkey real estate structure. The successful Proposer shall be required, at its sole expense, to design, document and construct all necessary site and building improvements for the new facility from planning through project closeout and one-year post-construction warranty. This includes obtaining City of Philadelphia Zoning approval and building permits and performing all required environmental assessments and remediation.

AGREEMENT STRUCTURE

Upon the selection of the Developer and authorization by the Board of Education, SDP and Developer will enter into a Pre-Development Agreement for the planning of the Project. A sample of such form Pre-Development Agreement is attached hereto as Exhibit "A." If the SDP and the Developer reach agreement on the design and Guaranteed Maximum Price ("GMP") for the Project, and after authorization from the Board of Education, the SDP will transfer the selected Project Site to the Developer solely for the purpose of constructing the Project and will enter into an Agreement of Sale for the Project Site with the Developer. Once the Project has been constructed to SDP's standards and requirements, the SDP will purchase the completed Project for the GMP and the Developer will convey the Project site back to the SDP.

FINANCING

The Developer shall be responsible for financing the Project. Once the Project has been constructed to SDP's standards and requirements, the SDP will purchase the completed Project for the GMP and the Developer will convey the Project Site back to the SDP. SDP may, at its sole discretion, elect to

pay the developer during the design phase for design, engineering, and surveying fees only under a separate agreement authorized by the Board of Education. The Developer is prohibited from using any portion of the Project Site as security for the Developer's financing of the Project and shall ensure that no liens, mortgages or other instruments or restrictions are recorded against the Project Site other than those imposed by the School District. The Developer shall provide written notification to keep the School District outlining the Developer's financing plans for the Project.

GOALS & DESIGN PRINCIPLES

The goals of the SDP in constructing the Project are as follows:

- a. Provide students with advanced educational opportunities and learning environments;
- b. Relieve overcrowding of neighboring schools and accommodate for future growth in enrollment;
- c. Provide an efficient and safe environment inside the school and on school property;
- d. Optimize sustainable design and occupant wellness;
- e. Elicit pride in students, parents, teachers and the community.
Improve traffic patterns, optimize circulation on school property; alleviate congestion during morning drop-off and afternoon pick-up and provide safe access for pedestrians and vehicular access equally.
- f. Develop and implement a building design that aligns with, and integrates in, the surrounding community.

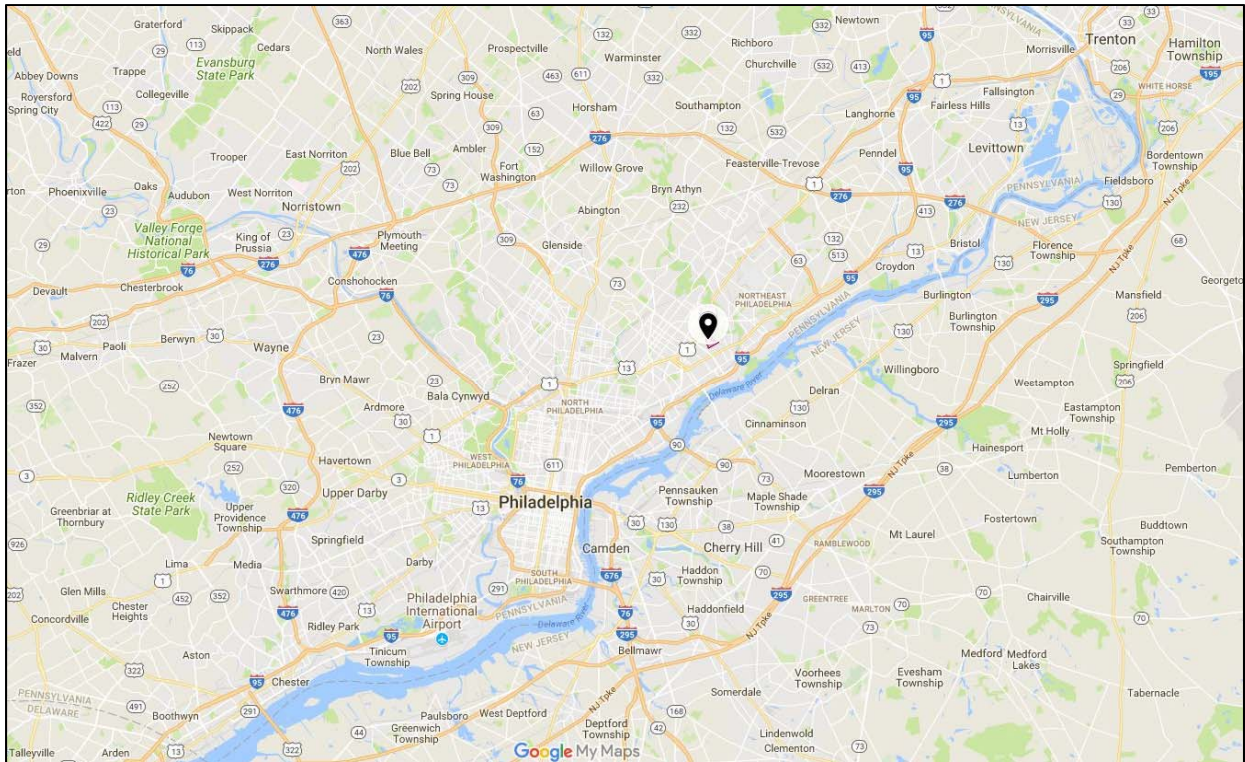
The following principles shall guide the design of the New School

1. Campus.
Create a school to serve K-8 students to complement the existing Lincoln High School and create a cohesive campus while maintaining separate identities and access for each facility. The campus plan should optimize safety and security, provide an efficient approach to site circulation and flow, and incorporate outdoor recreational spaces for each grade level.
2. Best Practices.
Apply current best practices in school design.
 - a. Incorporate innovative design solutions that amplify the project goals.
 - b. Community centered anchor spaces such as Cafetorium, Gymnasium and Administration offices shall be easily accessible from classroom wings but also be separated by lockable gates to allow for safety and security of students and assets during and after school hours.
 - c. Create two distinct identities for the elementary and the middle school programs.
 - d. Site the facility in a manner that would use the topography and natural elements to its advantage.
 - e. Utilize cost effective, resilient materials that are impact and vandal resistant yet aesthetically pleasing.
3. Plan.
 - a. Organize the building plan to promote safety and community.
 - b. Encourage a sense among the students of 'smallness' despite the large size of the facility.
 - c. Provide flexible spaces that respond to a wide range of learning styles.
 - d. Optimize design efficiency through the provision of shared amenities.
 - e. Minimize transition time between classes.

- f. Emphasize passive strategies for student management and environmental control such as clear sight lines and an eyes-on-the-site approach at both interior and exterior. Supplement with active strategies such as security cameras, site lighting, fencing, etc.
 - g. Do not exceed three stories in height.
4. Program.
Provide a learning environment that is student-centered, collaborative, flexible and technology-rich. For space specific requirements please refer to Appendix "A" Program of Requirements.
 5. Sustainability.
Incorporate a holistic approach to sustainable design that includes both passive and active strategies for energy efficiency and resource conservation. Optimize daylighting and ventilation through proper site orientation. Design to LEED for Schools v4 requirements to a Certified level; the School District may elect to pursue formal LEED certification.
 6. Wellness.
Incorporate a holistic approach to occupant wellness that promotes mental and physical health. Provide a feasibility analysis for achieving WELL Building Standard for Educational Facilities to a Silver-certified level that incorporates an understanding of costs and maintenance. The School District may elect to pursue formal WELL certification based on the feasibility analysis.

SITE

The site is located in the Mayfair neighborhood and is bordered by Ryan Avenue to the South, Rowland Avenue to the West, and Pennypack Woods to the North and East. The approximately 95 acre parcel(s) is presently occupied by Meehan Middle School (3001 Ryan Avenue) and Lincoln High School (3201 Ryan Avenue). The New School will be a feeder school for Lincoln High School and will be sited to create a cohesive campus with Lincoln High School.



Map of Philadelphia locating 3001 Ryan Avenue.



Aerial view of site.

Siting of the New School shall complement Lincoln High School to create a cohesive campus-like environment while maintaining separation between Lincoln High School students and the New School students as well as allow further development on the remainder of the site. SDP shall confirm site selection in the planning process, and the Developer shall consider optimal massing, orientation and solar exposure of the new facility, entry sequence and utilization of existing site circulation, utility connections, adjacencies between buildings and site components, views from bordering streets, and scale relationship to adjacent neighborhoods.

SDP has completed a site survey which will be made available to the successful proposer after Notice of Award for reference only. The Developer will be responsible to confirm site conditions and coordinate lot line relocation if required for the portion of the site selected for the Project. The Developer is responsible for roadway and utility improvements required to serve the New School and campus. If required per regulatory agencies, Developer will conduct traffic studies to determine the feasibility and impact for increased traffic at the Project Site and on the campus.

The Office of Environmental Management Services (OEMS) of OCP is conducting a Phase I Environmental Site Assessment of the potential sites for the new facility and may have recommendations for the abatement of any environmental hazards in the soils. The results of the Phase I Assessment will be shared with the Developer for reference. A Phase II Environmental Site Assessment, if required, shall be the responsibility of the Developer along with the work associated with any and all site remediation required to complete the Project.

ZONING

The following overview of zoning requirements has been culled from The Philadelphia Code, Chapter 14: Zoning and Planning. It is provided for reference only. The successful Proposer shall be responsible for reviewing and complying with all zoning regulations.

- Zoning District: RSA-1 (A "Special Exception Approval" per Table 14-602-1.A will be required from the Zoning Board of Adjustment)
- Dimensional Standards (per Table 14-701-1 for RSA-1 District):
 - Minimum Lot Width (ft.): 50
 - Minimum Lot Area (sq. ft.): 5,000
 - Minimum Open Area (% of lot): 70
 - Minimum Front Yard Setback (ft.): 25
 - Minimum Side Yard Setback (ft.): 15
 - Minimum Rear Yard Setback (ft.): 25
 - Maximum Height (ft.): 38
- Parking (per Table 14-802-1 for RSA-1 District)
 - Educational Use: 1 space per 1,000 sq. ft.
 - Assembly Use: 1 space per 10 seats or 1 space per 1,000 sq. ft., whichever is greater
- Accessory Signs (per Table 14-904-1 for RSA-1 District)
 - Wall: Maximum area - 15 sq. ft.; maximum height - lower of the roof line or second floor window sill
 - Freestanding: Maximum area - 15 sq. ft.; maximum height - 7 ft.

STORMWATER REGULATIONS

The following overview of stormwater management requirements has been culled from Philadelphia Water Department's current Stormwater Manual. It is provided for reference only. The successful Proposer shall be responsible for complying with all applicable codes and all stormwater regulations.

The South corner of the site at the intersection of Rowland Avenue and Ryan Avenue is located in the Delaware Direct Watershed and the rest is located in the Pennypack Creek Watershed. All development projects that disturb more than 15,000 sq. ft. of earth must meet regulations for water quality, channel protection and flood control.

- The water quality requirement currently stipulates infiltration of the first 1.5 inches of runoff from all directly connected impervious area (DCIA) within the limits of earth disturbance. There are no exemptions to this requirement.
- The channel protection requirement stipulates the detention and release of runoff from the one-year, 24-hour Natural Resources Conservation Service Type II design storm event for all DCIA within the limits of earth disturbance at a maximum rate of 0.24 cfs per acre of associated DCIA in no more than 72 hours. There are exemptions to this requirement.
- The flood control requirement stipulates that a development project meet or reduce peak rates of runoff, as determined by its Flood Management District, from predevelopment to post-development conditions during certain storm events. There are exemptions to this requirement.

ENROLLMENT

The new school shall accommodate a student body of 1,660 students.

The need for the New School is mainly driven by enrollment projections in the four neighboring elementary schools (J.H. Brown, Edwin Forrest, Thomas Holme and R.B. Pollock) which feed into the existing Meehan Middle School. The 2017/2018 enrollment and capacity statistics of the existing Meehan Middle School and its four feeder schools are as follows:

School	Meehan	Brown	Holme	Forrest	Pollock
Grades Served	7-8	K-6	K-6	K-6	K-6
# Students Attending	598	582	600	1,224	635
Building Capacity (Percent Utilization)	1,533 (39%)	517 (112%)	795 (75%)	974 (126%)	696 (91%)
Demographics	Stable	Stable	Increasing	Stable	Decreasing
Year Built	1970	1937	1950	1929	1962

In addition, nearby Mayfair Elementary School is greatly exceeding its capacity as well, and SDP would expect to redistrict portions of Mayfair and three of the four feeder schools' existing catchment area boundaries to the New School. Holme will not be redistricted.

School	Mayfair
Grades Served	K-8
# Students Attending	1,657
Building Capacity (Percent Utilization)	955 (174%)
Demographics	Increasing
Year Built	1949

FURTHER REQUIREMENTS

The successful Proposer will be permitted to access SDP's drawing archives. However, SDP does not guarantee the accuracy of these drawings. All existing conditions must be surveyed and verified by the successful Proposer.

All work must comply with the City of Philadelphia Building Trades Partnership Agreement with SDP.

All work must conform to SDP Building Design and Technical Standards as described in Appendix "C." Requests for exemptions to the Standards are subject to approval by SDP and shall be submitted in writing.

8.0 Budget

The established project budget is **\$70 M**. At the completion of the planning activities, the SDP and the successful developer shall reconcile the project budget with the project cost estimate. It is the intent of SDP to purchase the constructed improvements from the Developer at a settlement date sixty (60) days after final completion of the Project.

9.0 Terms and Conditions of Resulting Agreement of Sale

9.1 The form of the Agreement of Sale shall be supplied by the SDP to a Developer if such Developer is selected through this RFP process. The Agreement, shall at a minimum, provide for:

9.1.a Delivery of maintenance, performance, and payment bonds or letters of credit in connection with the acquisition, design, construction, improvement, renovation, expansion, equipping, maintenance, or operation of the Project in the form and amount satisfactory to SDP;

9.1.b A review of plans and specifications for the qualifying Project by SDP and approval by SDP if the plans and specifications conform to the provisions of the Agreement;

9.1.c Inspection of plans and specifications for the qualifying Project by SDP and approval by SDP if the plans and specifications conform to the Agreement;

9.1.d Maintenance of a policy or policies of public liability insurance (copies of which shall be filed with SDP, accompanied by proofs of coverage), self-insurance, in form and amount satisfactory to SDP and reasonably sufficient to insure coverage of tort liability to the public and employees and to enable the continued operation of the project with such insurance, including, but not limited to, Worker's Compensation, motor vehicle liability for bodily injury and property damage occurrence, Comprehensive General Liability for bodily injury and for property damage and professional liability insurance, and all risks umbrella insurance with full replacement costs coverage. Minimum limits to be determined.

9.1.e Procedures governing the rights and responsibilities of SDP and the Developer in the event the Agreement is terminated or there is a material default by the Developer. Such procedures shall include conditions governing assumptions of the duties and responsibilities of the Developer by SDP and the transfer of the property back to SDP.

9.1.f The time in which the Developer agrees to complete construction of the new school, which the Developer should reasonably have known might include delay, is the essence of the contract. The Developer shall proceed expeditiously with adequate forces and make diligent efforts to keep the project on schedule, and the Developer shall achieve final completion within the final completion time specified in the Agreement.

9.1.g The Developer may not assign any rights, responsibilities, or duties without the prior written consent of the SDP.

9.1.h The SDP may incorporate into the Agreement(s) terms of the RFP and the successful offeror(s)' final proposal(s). Quality Standards for construction in the RFP will become part of the terms and conditions of the Agreement.

9.1.i The Agreement will contain a provision that provides for the imposition of a per diem dollar credit against the GMP purchase price for the Seller's failure to meet the Project Guaranteed completion date.

9.1.j The Agreement will have the Developer acknowledge that the SDP may desire to obtain approval from the Commonwealth of Pennsylvania for reimbursement of all or a portion of the Purchase Price ("Commonwealth Reimbursement"), and the Developer agrees to cooperate with and assist the SDP in obtaining such approval. Such cooperation and assistance shall include providing information on the Project as may be required by the Commonwealth. Developer will acknowledge that prior to Settlement, SDP is required to obtain two (2) independent Appraisals for submission to the Commonwealth. Such appraisals must be consistent with and fully support the Purchase Price.

9.1.k The Agreement will contain provisions to allow SDP to make changes in project design and construction, subject to such changes to compensation and schedule time as reasonably related to those changes.

9.1.l The Agreement will contain provisions for claims that the Developer may have for items beyond the scope of work agreed upon, but they will require the Developer to give SDP timely written notice of any claims made within ten (10) days of the occurrence giving rise to the claim's end. Claims of time impacts will be resolved as they occur, and no cumulative-impact claims or deferral of analysis of claimed time impacts will be allowed.

9.2 The Agreement shall incorporate the duties of the Developer and may contain such other terms and conditions that SDP determines serve the public purpose. Without limitation, the Agreement may contain provisions under which SDP agrees to provide notice of default and cure rights for the benefit of the Developer and the persons specified therein as providing financing for the qualifying project.

9.3 Any changes in terms of the Agreement, as may be agreed upon by the parties from time to time shall be added to the Agreement by written instrument.

10.0 Phases of Service

Phases of service and deliverables shall comply with the requirements described and detailed in the Phases of Services and Deliverables Schedule in Appendix "D."

SDP stakeholders will be coordinated by a Design Project Manager from the OCP to obtain SDP approval at each phase of the project. SDP stakeholders include but are not limited to the offices of Capital Programs, Facilities and Maintenance, Career and Technical Education (CTE), Climate and Safety, Educational Technology, Food Services, Transportation, Information Technology as well as the Assistant Superintendent, school administrators, staff, students, and parents.

The following list provides an overview of coordination required between the successful Proposer and SDP.

The Developer shall, at a minimum:

- hold a project kickoff meeting;
- hold weekly design meetings with SDP;
- review approvals schedule with SDP;
- provide submissions of drawings, specifications and cost estimates* for each of the following phases: Planning Phase (10%), Design Development (60%) and Construction Documents (90%). SDP will review and provide comments on submissions at each phase. A meeting will be held to review the comments and the Developer shall provide responses to each of the comments one week after the review meeting;
- hold a minimum of 3 design charrettes at planning phase;
- provide renderings at 10% design completion;
- hold school community meetings at planning, at 10% and 60% design phase;
- hold a presentation to SDP Operations staff of all proposed materials, systems, and components at 60% design completion;
- hold community meeting with the Recognized Community Organization (RCO) in accordance with the Zoning Board requirements;
- apply for zoning and building permits, including for a lot line relocation for the selected site;
- hold bi-weekly construction meetings;
- include SDP personnel on all RFI and submittal-related correspondence during construction;
- record and disseminate meeting minutes for all design and construction meetings.

** All cost estimates at all phases shall be in CSI Masterformat. Please see Appendix "E" for a cost estimate cover sheet.*

The following are typical regulatory agency approvals required for SDP projects (This list does not necessarily include all required approvals):

- City of Philadelphia Water Department
- City of Philadelphia Streets Department
- City of Philadelphia Art Commission
- City of Philadelphia Historic Commission
- City of Philadelphia Planning Commission
- City of Philadelphia Zoning Commission
- City of Philadelphia Health Department
- City of Philadelphia Department of Licenses and Inspection
- City of Philadelphia Fire Department
- Philadelphia Parks and Recreation
- NPDES through the Pennsylvania Department of Environmental Protection
- Utility Companies such as PECO and Philadelphia Gas Works (PGW)

11.0 Proposal Requirements

11.1 Technical Proposal Requirements

Technical Proposals shall provide the following required information. Organize the proposal to provide section tabs as noted.

Introduction (no tab required)

- a. Provide a cover letter explaining the Proposer's understanding of the Scope of Services and a narrative as to why it is qualified to undertake the services

described herein. The cover letter shall be signed by an individual authorized to contractually bind the proposal.

- b. Provide a Table of Contents.

Tab 1 – Project Experience

- a. Describe completed turnkey projects (5 maximum) of comparable type, scope and complexity that demonstrate the ability to successfully finance, design and complete construction on time and on budget. Include a project summary, design period, year completed, construction budget, and construction cost. Include photographs, renderings and drawings as necessary to describe project scope and design innovations applied. Highlight projects on which the Proposer has worked together successfully with proposed team members and consultants.
- b. Describe the proposed team’s experience leading student and community design charrettes and incorporating outcomes into project design.
- c. Describe the proposed team’s experience incorporating innovative design strategies for educational facilities with large user populations.
- d. Provide evidence of proposed team’s familiarity with 21st Century Learning principles and how they have effectively incorporated these principles into architectural solutions;
- e. Describe the proposed team’s experience incorporating sustainable design and construction strategies into projects of similar scale and complexity with minimal impact to the budget.
- f. Describe the Proposer’s familiarity and experience with the permitting process in the City of Philadelphia.
- g. Describe the proposed team’s history of successfully, and seamlessly, working together on projects of comparable type, scope and complexity.
- h. Describe the Proposer’s procedures for incorporating client input and standards into the design and construction process.

Tab 2 – Project Organization and Personnel Qualifications

- a. Provide an organizational chart of the firm or consortium of firms making the proposal, including all partners. The chart should describe the organizational structure indicating how the team will be managed and who holds key decision-making ability. Include the following information:
 - i. Each position within the project organization and the role and responsibilities of the individuals.
 - ii. The individual team members/position within the organization that will be assigned to the project for the entire duration of the project. Highlight the specific positions not required for the entire project.
 - iii. The list of consultants the selected firm is intending to include in the project team complete with the list of individual team members/position assigned to the project for the entire length of the project.
- b. For each firm that will provide financing, planning, architecture, design and engineering services, provide resumes of all key personnel that will perform the required services. Include experience on similar projects, professional certifications, and technical expertise.
 - i. Key personnel are defined as, but not limited to, the following:
 - Principal
 - Project Manager
 - Project Architect
 - Construction Administrator
 - Interior Designer
 - Educational Planner
 - Landscape Architect
 - Civil Engineer

- Mechanical Engineer
 - Plumbing Engineer
 - Electrical Engineer
 - Structural Engineer
 - Fire Detection and Fire Protection Engineer
 - Specification Writer
 - Cost Estimator
 - Food Services Consultant
 - Vertical Transportation/Elevator Consultant
 - Construction Manager
 - Construction Superintendent
- ii. Resumes shall include but not be limited to:
- Experience on projects of similar size, scope, complexity, and budget.
 - Professional certifications and technical expertise.
 - 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 – Project Approach

Provide a narrative describing the Proposer’s approach to the project including the following:

- Indicate a clear understanding of project goals and objectives;
- Highlight elements of the scope of work that stand out as opportunities for design innovation and / or potential obstacles to project success;
- Describe how specialized expertise of key personnel will be deployed on the project;
- Describe initial design concepts in the form of diagrammatic site plans, floor plans and elevations, renderings, and any other images and information that will convey Proposer’s design approach to the Review Committee;
- Identify potential zoning, construction, ingress, and egress issues on site;
- Provide outline schedule for all required approvals;
- Provide an outline plan for development and financing of the project;
- Describe the anticipated costs and proposed sources and uses for funds.

Tab 4 – Project Schedule and Plan

Utilize the milestones below to provide a summary-level Critical Path Method schedule from design through construction administration and project close-out. Integrate critical design activities and all Federal, State and local approvals. Illustrate an understanding of SDP processes, required project approvals, and duration for design reviews.

Board of Education Approval	December 2018
Design	December 2018 – November 2019
Advertisement & Bidding	July 2019 – November 2019
Construction of New Middle School	July 2019 – August 1, 2020

Proposers shall submit comments on the feasibility of the proposed schedule, identify threats to meet the project completion date, and recommend an alternate schedule describing rationale and schedule threat mitigation.

Tab 5 – Proof of Current Insurance Coverages

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

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

Developer must provide evidence of current insurance coverage prior to execution of the contract. The amounts and types of such insurance coverages are indicated in the Sample Contract (see Exhibit "A").

Tab 6 – Good Standing or Subsistence Certificate

All Proposers must submit a copy of their firm's Good Standing or Subsistence Certificate issued by the Pennsylvania Department of State, Corporation Bureau. Certificates may be ordered online or by calling (717) 787-1057. Proposers may have to register their companies before ordering.

Tab 7 – Completed Executed Forms & Attachments Proposers shall complete and attach the following:

- *Architect-Engineer Qualifications Form*
The Proposer must submit a completed SF 330 Architect-Engineer Qualifications form. Standard Form 330 and related instructions can be downloaded here:
<https://www.gsa.gov/portal/forms/download/116486>.
- *Agreement to Contract Terms and Conditions*
The Proposer shall review the sample Pre-Development Services and Feasibility Agreement attached as Exhibit "A" and complete the form acknowledging that they are in agreement and no changes will be made to the Contract.
- *City of Philadelphia Tax Compliance*
Provide a copy of the Proposer's "Certificate of Tax Clearance" with the City of Philadelphia. Search for the firm's tax compliance status at this link: <https://secure.phila.gov/revenue/TaxCompliance>. If the firm is compliant, print and attach the certificate. If the firm is not compliant, please contact the City Revenue Department Tax Clearance Unit at (215) 686-6565.
- *Anti-Discrimination Policy & Equal Opportunity Non-Discrimination Notice – See Attachment "B"*
The Proposer must sign the form acknowledging and agreeing to adhere to the District's Anti-Discrimination Policy.
- *M/WBE Participation Plan Form - See Attachment "C"*
The Proposer must complete the M/WBE Participation Plan form. Respondent to this RFP will include 35% sub-consultant participation with either a minority-owned business enterprise(s) and/or with a woman-owned business enterprise(s). 35% participation must be jointly met during design and construction.

Tab 8 – Acknowledgment of Receipt of Addenda (if any)

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

Tab 9 – Company’s Financial Statements

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.

6.2 Fee Proposal Requirements – See Exhibit “D”

Submit a Guaranteed Maximum Price (GMP) to include the major project components in a lump sum format for planning, design and construction, furniture, fixtures and equipment, environmental remediation, and permitting.

12.0 Selection Procedure & Evaluation Criteria

A responsive proposal is complete and addresses all requirements of the RFP. Each proposal will be reviewed by the SDP selection committee to determine responsiveness. Proposals deemed non-responsive will be rejected without evaluation. The SDP reserves the right to reject any or all proposals when such rejection is in the best interest of the SDP. The SDP reserves the right to waive any informalities and technicalities in the RFP process or any non-material defects in proposals. The SDP may at any time terminate the RFP process provided for herein for any reason or no reason at the sole discretion of the SDP. The receipt of proposals or other documents by Proposers during any stage of the RFP process shall in no way obligate the SDP to enter into any agreement with any Proposer or make the SDP liable for any Proposer costs. The SDP may alter these and any other procedures as it deems necessary and appropriate.

If for any reason whatsoever the SDP rejects any Proposer’s proposal, the Proposer agrees that it will not seek to recover lost profits on work not performed nor will it seek to recover its proposal preparation costs. By submitting its proposal, the Proposer expressly states that it intends to be legally bound and accepts the limitation of remedies set forth in this paragraph. By submitting its proposal, the Proposer further expressly states that should it file, initiate, or persuade another to file, initiate or in any other manner pursue or encourage any lawsuit or that such filing, initiating, or other pursuit constitutes a breach of its agreement with the SDP and that it will be liable for damages incurred by the SDP arising from the breach of this agreement including, but not limited to, the SDP’s attorneys’ fees and costs of defending such action.

Selection - Stage 1:

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

- Technical competence and qualifications of the Proposer’s firm as evidenced by professional experience in the satisfactory performance of financing, design and construction services for projects of comparable size, building type and complexity;
- Technical competence and qualifications of the assigned personnel as evidenced by the education and experience of key team members in providing the services described herein;
- Project approach including preliminary design ideas, proposed schedule and financing;
- The quality of references from past or current clients, preferably regarding projects of comparable type, size, and complexity to the projects described herein;
- History of Proposer in successfully meeting schedules and budgets;
- Meeting of M/WBE goals required in Exhibit “C.”
- Financial solvency.

Each Proposer’s firm will receive a ranking based on the selection committee’s scores. A limited number of firms (to be determined by the SDP) with the highest rated technical

proposals will be selected as finalists and invited to make a presentation to the selection committee. **Proposers must be prepared to make a presentation on the date noted in Section 5.0.** Key personnel are expected to attend the presentations. The finalists shall be prepared to present and respond to questions on preliminary design solutions, approach to schedule and financing, unique qualifications of the Proposer's firm, cohesiveness of proposed team, and experience securing necessary approvals from Federal, State and local agencies. The selection committee will once again evaluate each firm using a pre-established scoring rubric.

Selection - Stage 2:

The developer and the design consultants' 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 the highest rated 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.

Notification of Award

The selected Proposer shall be submitted to the Board of Education for approval. Following approval by the Board of Education the SDP will notify the successful Proposer 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.

EXHIBIT A

SAMPLE PRE-DEVELOPMENT SERVICES AND FEASIBILITY AGREEMENT

The “Pre-Development Services and Feasibility Agreement” shall serve as a “sample” document for the Proposer(s) to review. Said “sample” contract shall not be construed as a contract between the Proposer and the SDP. The Sample Contract can be viewed by first clicking on the link below, then clicking on the link to the RFP for this project at the top of the page. The Sample Contract will be listed in a table immediately below this RFP.

<https://www.philasd.org/capitalprograms/programsservices/contracts/current-rfps-requests-for-proposals/>

I have read the sample “*Pre-Development Services and Feasibility Agreement*” 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.

Proposer’s Firm Name: _____

Corporate Seal: Affix Here

Signature: _____ (Principal / Owner)

Title: _____

Date: _____

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

SECTION 1. THE POLICY

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

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

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

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

SECTION 2. PROCEDURES FOR IMPLEMENTATION

1. Articulation of the Policy. Staffing and Reporting

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

assist in the implementation of the Policy. SBD shall provide the SRC with annual reports on the level of M/W/BE participation in all contracting activities.

2. Promotion of M/W/BEs

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

3. Contracting Requirements

a. *Bids, Request for Proposals, and Public Solicitations*

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

b. *Contracts for Professional Services*

Contracts for professional services that are not the subject of a Solicitation must also include approval Participation Plans. If a proposed Contract for professional services is subject to the approval of the Limited Contracts Authority Committee of the District (the "LCA"), the applicable contracting department shall submit a proposed Participation Plan for the written approval of SBD prior to the submission of the Contract to the LCA. In instances where proposed Contract for professional services must be approved by a Resolution adopted by the SRC, SBD's approval of the Participation Plan shall be incorporated into the on-line resolution process prior to the submission of Resolution to the SRC.

4. Sanctions

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

EQUAL OPPORTUNITY

A. EQUAL OPPORTUNITY

The School District of Philadelphia (the "School District") is an Equal Opportunity Employer and demands no less of the companies with which it does business. The School District will not do business with companies or persons who unlawfully discriminate on the basis of race, color, national origin, sex, creed, disability, or any other impermissible ground in their hiring, promotion, subcontracting or procurement practices. By submitting any proposal to contract or entering into any contract with the School District, the Respondent (the "Respondent") represents and certifies that Respondent is an Equal Opportunity Employer; and conducts business affairs without improper regard to race, color, national origin, sex, creed, or disability, and has not been debarred, suspended, or declared ineligible to contract by any public or private agency or entity because of the Respondent's discriminatory practices. If the Respondent has been debarred or suspended, Respondent must submit a statement with the bid identifying the 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 of 35% 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.

Please sign below acknowledging and agreeing to comply with the Anti-Discrimination Policy of the School District of Philadelphia.

_____ (seal)
(Trade Name of Firm)

_____ (seal)
(Signature of Owner or Partner)

(Date)

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

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

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

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

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

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

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

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

EXHIBIT D

FEE PROPOSAL – PAGE 1 OF 2

Please acknowledge the following by signing where indicated below.

Method of Compensation

During the design phase, the School District of Philadelphia may make payments according to the fee schedule and as agreed upon by the School District and the successful Proposer in an agreement authorized by the Board of Education. At the conclusion of the design phase, the SDP will reconcile the value of the proposed improvements and establish an agreed-upon GMP with the successful Proposer and submit a proposed agreement and transfer of the property to the Board of Education for authorization. Upon authorization of the agreement, the parties will enter into the agreement and SDP will transfer the property to the Developer. At the conclusion of the construction phase, the SDP will independently appraise the property. SDP will then purchase the improvements and the Developer will simultaneously transfer the property and all improvements to SDP.

Please refer to the sample Pre-Development Agreement attached as Exhibit “A.”

Fee Schedule

Proposer shall complete each field in the attached fee schedule on page 2.

(Trade Name of Firm)

(Signature of Owner or Partner)

EXHIBIT D

FEE PROPOSAL – PAGE 2 OF 2

PROPOSER'S FIRM: _____

FEE SCHEDULE		
(A) Design Phase		
	Percent of Construction Cost	Total Cost
1. Design Fee	%	\$
2. Design Management Fee	%	\$
3. Design Contingency	%	\$
4. Developer's Fee	%	\$
	Subtotal	\$
(B) Construction Phase		
	Percent of Construction Cost	Total Cost
1. Construction Cost	%	\$
Sitework	%	\$
Building Envelope	%	\$
Interior Construction	%	\$
Finishes	%	\$
Furnishings (Built-In)	%	\$
Equipment (Built-In)	%	\$
Specialties	%	\$
Mechanical	%	\$
Electrical	%	\$
Plumbing	%	\$
Fire Protection	%	\$
Security	%	\$
IT	%	\$
2. Furniture, Fixtures & Equipment	%	\$
3. Construction Management Fee	%	\$
4. Construction Contingency	%	\$
5. Developer's Fee	%	\$
	Subtotal	\$
	Guaranteed Maximum Price	\$