



*Allentown City School District  
31 S. Penn St.  
Allentown, PA 18102*

*Walk-In Freezer*  
**Invitation for Bid #202507**

***Due Date: July 25, 2025 by 12:00 PM***

**Invitation to Bid**

**Questions, Comments, Concerns Contact:**

Ali Nastah  
*Director of procurement*  
*Allentown School District*  
*31 S. Penn St.*  
*Allentown, PA 18102*  
[nastaha@allentownsd.org](mailto:nastaha@allentownsd.org)  
*484.765.4245*



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## 1. Background and Statement of Purpose

Allentown School District is interested in contracting with a qualified firm, **or firms**, who have the required expertise and resources to provide *walk-in freezer equipment and installation services* as stated in the attached scope of work and specifications. Electrical work by others.

## 2. Contacts and Proposal Response Information

### 2.1. Contacts:

Ali Nastah  
Director of procurement  
Allentown School District  
31 S. Penn St.  
Allentown, PA 18102  
nastaha@allentownsd.org  
484.765.4245

### 2.2. Bid Response Information

Vendors are required to submit the following documentation, in order as listed below as part of their bid:

- I. Attachment A (Form of Bid) including *three current and one past references*
- II. Attachment B (Non-Collusion Affidavit)
- III. Attachment C (Minority and Women Owned Business Enterprise Type)
- IV. Attachment D (Addendum Acknowledgement Form)-**as applicable**
- V. Attachment F (Pricing Proposal)-**Pricing requested as per attached spreadsheet**
- VI. Attachment J (Anti-Lobbying Certificate)
- VII. W-9

Bids are to be submitted to ASD, 31 S. Penn St. Allentown, PA 18102, on, or before 12:00 PM noon Eastern Standard Time (EST) on Friday, July 25, 2025. Bids received after this time will not be considered. The bid opening will take place on Friday, July 25, 2025 at 2:00 PM EST. The bid opening will take place at ASD, 31 S. Penn St. Allentown, PA 18102.



### **3. General Terms and Conditions**

#### **3.1. SUBMISSION OF PROPOSALS**

Bids are to be submitted to ASD, 31 S. Penn St. Allentown, PA 18102, on, or before 12:00 PM noon Eastern Standard Time (EST) on Friday, July 25, 2025. Bids received after this time will not be considered. The bid opening will take place on Friday, July 25, 2025 at 2:00 PM EST. The bid opening will take place at ASD, 31 S. Penn St. Allentown, PA 18102

#### **3.2. EVIDENCE OF RESPONSIBILITY**

Any supplier submitting a bid will be required to furnish evidence in writing that such supplier (a) maintains a permanent place of business and (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any equipment and services requested and (c) is authorized by the manufacturer of any proposed equipment and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary equipment, leases, services, and warranties for the items proposed. In addition, suppliers are required to conform to all requirements of this document and furnish completely and truthfully all requested information.

#### **3.3. COMPLIANCE WITH BID REQUIREMENTS**

Any inability to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.

#### **3.4. SELECTION OR REJECTION OF BIDS**

*Allentown School District* reserves the right to accept or reject any or all bids, in whole or in part, to award contracts to one or more providers, and to waive any or all informalities in connection therewith at its discretion.

#### **3.5. CONTRACTS**

If any bid is accepted, the contracts shall consist of the Request for Bids, the proposal specifications applicable to this Bid, the general terms and conditions, the bid, and all other relevant documents along with any revisions, clarifications, error correction notices, and explanatory notes issued prior to proposal opening, and the ASD's standard form purchase order or signed service agreement with the supplier who has been awarded contracts under this Invitation to Bid. Vendors are required to submit, with their Bid responses, a copy of their proposed standard contract and all terms and conditions. Vendor submitting proposal attests, by signing bid, that he or she understands that any final contract will be negotiated



and signed in accordance with the purchasing policies of ASD's and the laws of the Commonwealth of Pennsylvania, and that the parties' contract will reflect the terms and conditions that are mutually agreed upon by ASD's and the service provider. In the case of differing or contradictory contract language, the language providing the greatest benefit to ASD's shall take precedence. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. The term "contract" wherever worded in the singular, may be taken to refer to multiple contracts if required. The contract and the final award of this proposal are contingent upon approval by ASD's Board.

**3.6. ASSIGNMENT**

Any successful supplier shall not assign the performance of the contract nor any portion thereof to any other person without the prior written consent from ASD's, which consent may be withheld in ASD's absolute discretion.

**3.7. BILLING**

All invoices shall be sent to the Business Office or [purchasing@allentownsd.org](mailto:purchasing@allentownsd.org)

**3.8. TAXES**

ASD is exempt from Pennsylvania State sales taxes and Federal excise taxes.

**3.9. DEFAULT**

ASD may upon written notice of default to the Supplier, terminate any contract resulting from this Invitation to Bid if the supplier fails to perform the services or deliver any equipment, supplies or commodities as specified in the proposal, the specifications and/or other proposal documents or fails to conform to the terms and conditions and other requirements of the contract documents.

**3.10. EQUAL EMPLOYMENT OPPORTUNITY**

Except as otherwise provided under 41 CFR Part 60, all purchases or contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall be deemed to include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR Part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The awarded vendor(s) agrees that such provision applies to any purchase or contract that meets the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 and the awarded vendor(s) agrees that it shall comply with such provision.



**3.11. RIGHT TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT**

If ASD's federal award meets the definition of "funding agreement" under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.

**3.12. SMALL BUSINESSES, MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES, VETERAN-OWNED BUSINESSES AND LABOR SURPLUS AREA FIRMS**

The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms. To that end, when possible, the awarded vendor(s) should ensure that When possible, the Contractor should ensure that small businesses, minority businesses, women's business enterprises, veteran-owned businesses, and labor surplus area firms (See U.S. Department of labor's list) are considered hereinafter set forth below. Such consideration means: (i) These business types are included on solicitation lists; (ii) These business types are solicited whenever they are deemed eligible as potential sources; (iii) Dividing procurement transactions into separate procurements to permit maximum participation by these business types; (iv) Establishing delivery schedules (for example the percentage of an order to be delivered by a given date of each month) that encourage participation by these business types; (v) Utilizing organizations such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) Requiring any subcontractor to take the affirmative steps listed in subparagraphs (i) through (v) of this section if subcontracts are to be let.

**3.13. BYRD ANTI-LOBBYING AMENDMENT**

Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose an lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all



certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).

**3.14. CLEAN AIR ACT**

Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended – Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 USC 7401-7671q.) and the Federal Water Pollution Control Act, as amended (33 USC 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). When required, vendor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act.

**3.15. CONTRACT WORK HOURS AND SAFETY STANDARDS**

Where applicable, for all contracts or purchases in excess of \$100,000 that involve the employment of mechanics or laborers, vendor agrees to comply with 40 USC 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 USC 3702 of the Act, vendor is required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 USC 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**3.16. DAVIS BACON ACT**

When required by Federal program legislation, vendor agrees that, for all prime construction contracts/purchases in excess of \$2,000, vendor shall comply with the Davis-Bacon Act (40 USC 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, vendor is required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determinate made by the Secretary of Labor. In addition, vendor shall pay wages not less than once a week. Current prevailing wage determinations issued by the Department of Labor are available at <https://sam.gov>. Vendor agrees that, for any purchase to which this requirement applies, the award of the purchase to the vendor is conditioned upon vendor's acceptance of the wage determination. Vendor further agrees that it shall also comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29



CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

**3.17. DOMESTIC PREFERENCES**

Vendor should, to the greatest extent practicable and consistent with the law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). “Produced in the United States” means that all manufacturing processes, from the initial melting stage through the application of coatings, occur in the United States for iron and steel products. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Federal agencies providing federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

**3.18. NEVER CONTRACT WITH THE ENEMY**

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, that are expected to exceed \$50,000 and that are performed outside the United States, including U.S. territories, and that are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities, the *district* must exercise due diligence to ensure that no funds, including supplies and services, received under the grant or cooperative agreement are provided directly or indirectly (including through subawards or contracts) to a person or entity who is actively opposing the United States or coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities. This due diligence must be completed through 2 CFR 180.300 prior to issuing a subaward or contract. The *district* must terminate or void in whole or in part any subaward or contract with a person or entity listed in the System for Award Management (SAM.gov) as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Federal awarding agency provides written approval to continue the subaward or contract.

**3.19. CONTRACTOR VIOLATION OR BREACH OF CONTRACT TERMS**

Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 USC 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Provisions regarding Contractor default are included in the Bidding and Contract Documents and General



Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these Contractor violation and breach of contract terms.

**3.20. DEBARMENT AND SUSPENSION**

Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly known as "OMB," guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to immediately notify ASD with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

**3.21. BUILD AMERICA, BUY AMERICA ACT**

Where applicable, the awarded vendor agrees that unless a domestic preference requirement is waived by the United States Department of Education or other applicable agency, for infrastructure projects or activities funded by Federal grants or funds: (i) all iron and steel used in the infrastructure project or activity which is subject to the contract are produced in the United States; (ii) all manufactured products used in the infrastructure project or activity which is subject to the contract are produced in the United States; and (iii) all construction materials used in the infrastructure project or activity are manufactured in the United States. Build America, Buy America Act, Pub. L. No. 117-58, §§ 70901-52. Upon request, the awarded vendor shall provide, and shall cause its suppliers, manufacturers, and subcontractors to provide a certificate(s), on a form reasonably acceptable to the *district* and the applicable agency, certifying compliance with the sourcing requirements of the Build America, Buy America Act, Pub. L. No. 117-58, for the applicable infrastructure project or activity.

**3.22. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT**

For Federal grants and cooperative agreements, as defined by 2 CFR 200.1, and to further the Intermediate Unit's (and any agency piggybacking off of this Awarded Vendor Agreement)



compliance with 2 CFR 200.216, the awarded vendor represents, warrants, covenants and agrees that it shall not sell, offer or provide any equipment, system, or service under the Awarded Vendor Agreement (or any purchase order) that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Awarded vendor further represents and warrants that neither it (nor any of its subsidiaries or affiliates) uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The term “covered telecommunications equipment or services” is as defined in Public Law 115-232, Section 889(f)(3), as the same may be amended from time to time. The awarded vendor acknowledges that the Intermediate Unit (or applicable agency piggybacking off of this Awarded Vendor Agreement) may deem any violation of this Section 1.13 by the awarded vendor as a breach of this Awarded Vendor Agreement (or applicable purchase order), and the Intermediate Unit (or applicable agency) may terminate or void in whole or in part this Awarded Vendor Agreement (or applicable purchase order).

### **3.23. PROCUREMENT OF RECOVERED MATERIALS**

For the Intermediate Unit’s (or applicable agency piggybacking off of this Awarded Vendor Agreement) purchases utilizing federal funds, the Contractor agrees to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act where applicable and provide such information and certifications as the Intermediate Unit or piggybacking agency may require to confirm estimates and otherwise comply. The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery, and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

### **3.24. TERMINATION FOR CAUSE OR CONVENIENCE**

All contracts in excess of \$10,000 must address termination for cause and for convenience by the Intermediate Unit or piggybacking agency including the manner by which it will be affected and the basis for settlement. Provisions regarding termination of the Awarded Vendor Agreement or purchase order are included in the Bidding and Contract Documents and General Terms and Conditions. Any Contract award will be subject to such Bidding and Contract Documents and General Terms and Conditions. The remedies under the Contract are in addition to any other remedies that may be available under law or in equity. By submitting a Proposal, you agree to these termination provisions.



**3.25. GENERAL COMPLIANCE AND COOPERATION**

In addition to the foregoing specific requirements, the contractor agrees, in accepting any purchase order or contract from the *district or a piggybacking agency*, it shall make a good faith effort to work with the *district or piggybacking agency* to provide such information and to satisfy such requirements as may apply to the Intermediate Unit's or piggybacking agency's purchase or purchases including, but not limited to, applicable recordkeeping and record retention requirements, and contract cost and price analyses required under the Uniform Guidance.

**3.26. BID BOND REQUIREMENT AND PERFORMANCE AND PAYMENT BOND REQUIREMENTS**

(i) Each Bid must be accompanied by Bid Security in the amount of ten percent (10%) of the total amount of the Base Bid plus any additive alternatives. Bid Security shall be in the form of a Bid Bond in the form set forth herein, naming ASD as obligee. The Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof. The Bid Security of Bidders will be returned at the Bidder's request, upon (1) the execution of the Contract by ASD, or (2) the rejection of all bids by ASD, or (3) the expiration of the firm bid period. The required form of Bid Bond is attached as Attachment H and made a part hereof.

(ii) A performance bond in the amount of *One Hundred Percent (100%)* of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of ASD. The required form of Performance Bond is attached as Attachment I and made a part hereof.

(iii) A payment bond in the amount of *One Hundred Percent (100%)* of the contract sum shall be submitted. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to Contractor, or to any of Contractor's subcontractors, in the prosecution of the work provided for in such Contract and shall be conditioned upon the prompt delivery of such materials or products furnished or labor supplied or performed in the prosecution of the work.



The selected Bidder, as determined by ASD, shall submit a Payment Bond and a Performance Bond within ten (10) calendar days of the date of ASD notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required bonds shall constitute a default by Bidder, and the ASD may, at its sole discretion, award the Contract to the next highest-scoring Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications.” Each of the above-referenced bonds shall be executed by a surety named in the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies,” as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

The required form of Performance Bond is attached as Attachment I and made a part hereof. The required form of Payment Bond is attached as Attachment J and made a part hereof.

**3.27. DISPUTES**

Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any proposal (or to any contract resulting from any proposal) shall be in the Court of Common Pleas of *Lehigh County Pennsylvania*, and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.

**3.28. RIGHTS AND REMEDIES**

The rights and remedies of ASD shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. ASD reserves the right to waive minor irregularities or reject any and all proposals provided that such action is in the best interest of ASD. Any such waiver shall not modify any remaining Bid requirements or excuse the Bid offer or from full compliance with other specifications and contract requirements. All applicable federal, state, and local laws shall be deemed to be part of the specifications and the supplier shall be responsible for compliance therewith.

**3.29. FORCE MAJEURE**

Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party’s control may include, but are not limited to,



acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents, and freight embargos. and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify ASD within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, ASD may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.

### 3.30. **TERMINATION FOR NON-APPROPRIATION**

ASD's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, ASD shall have the right to terminate this contract. If the contract is terminated as a result of ASD non-appropriation of funds, the contractor shall be paid only for the equipment, Supplies and services properly rendered under the contract to the date of termination, and all Leased equipment will be made available for pickup by the contractor or its designee. The contractor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.

### 3.31. **LIABILITY**

The contractor shall indemnify and hold harmless *Allentown School District* directors, officers, employees and agents of and from all damages, costs (including reasonable counsel fees), claims, demands, actions, and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents,



representatives, contractors, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.

### 3.32. **EMPLOYMENT VERIFICATION**

The successful Bidder shall recognize that a contract for “public work” may result from their bid, as determined by ASD, if they perform construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body when the estimated cost of the total project is in excess of \$25,000. In accordance with the Public Works Employment Verification Act, Act 127 of 2012, 43 P.S. § 167.1 et seq. (the “Act”), and in accordance with 4 Pa. Code § 66.1 et seq., all public works contractors and subcontractors shall utilize the Department of Homeland Security’s E-Verify Program (“EVP”) to verify the employment eligibility of each new employee hired after January 1, 2013. During a public works contract, a new employee hired by a public works contractor or subcontractor, regardless of whether s/he will be working onsite or offsite of a public work or otherwise, shall be verified within five (5) business days of his/her start date. As a precondition to the award of this public works contract, all contractors and subcontractors shall submit to ASD a completed Public Works Employment Verification Form (the “Form”) for the Commonwealth of Pennsylvania, as made available by the Department of General Services (the “Department”). The ASD may require the public works contractor or subcontractor to provide supporting documentation that the representative signing the Form has authority to legally bind the public works contractor or subcontractor. The contract with the successful Bidder and all subcontracts entered into by the successful Bidder, or a subcontractor, and all further subcontracts, shall contain notice of the applicability of the Act, information regarding the use of EVP, and reference the Department’s website to obtain a copy of the Form. The successful Bidder and all subcontractors shall maintain appropriate documentation of their compliance with the Act and shall make such information available to the Department and/or ASD for audit and inspection upon request. The successful Bidder recognizes that a violation of the Act occurs if they fail to verify the employment eligibility of a new employee through EVP, or if they make a false statement or misrepresentation in connection with completion of the Form. The successful Bidder shall be responsible for any fines and penalties and shall indemnify and hold harmless ASD and its directors, officers and employees, arising from any violation of the Act by the successful Bidder or any other contractor or subcontractor.

## 4. **Specifications**

The below noted specifications are not intended to be all-inclusive or exhaustive. It is the responsibility of the bidder to provide a complete and detailed specification for the proposed walk-in freezer unit, including all components, materials, dimensions, performance capabilities, and compliance with applicable codes and standards. All proposals must reflect a fully functional and operational unit as required for the intended use preferably Bally or Approved equivalent.



- NSF Approved
- Prefabricated exterior dimensions: 9'-8" (L) x 19'-3" (W) x 7'-7" (H)
- 1 compartment - 1 tier - Floor 4" floor
- Ceiling - Single span
- Panel Thickness: 4 in. exterior vertical used (6'-10") with 4 in. floor, 5 in ceiling
- Base Finish: Vertical and ceiling panels: embossed galvalume (26ga)
- Special Finishes: Interior floor – Aluminum treadplate .125" thick
- Doors/Opening:
  - wall 1 door 1 (1) 48" x 78" Hinged door in a 69"
  - wall 1 door 1 (1) Locking Bar (2 piece) (with release)
- Accessories:
  - (4) 48" LED light, -40 Deg. F to 104 deg. F (Range)
  - (1) Kason or Equivalent High Flow PRP #086980 – 4" Panels
  - (200) S/F Outdoor Membrane Roof 40 mil standard
  - (200) S/F Tapered Insul 1/8" on 12"
  - (44) shear plates (galvanized)
  - (1) Strip curtain (36" door and under)
  - (30) WA-3 Wall Anchor Outside vertical 4"
- Floor Options – (200) S/F ¾" Plywood Foamed in Panel
- Refrigeration:
  - (1) BEZA 045 L8 H22DN (208-230/1/60)
    - To Include Suction Accumulator
  - (1) BLP314LE-S2D SV+ 208-230/1/60
    - SmartVap+ Electric Defrost with EEV installed
- Additional:
  - Reinforced floor – Panels are top be designed to support a uniformity distributed load of 1,000 LBS. per square foot.
  - Outdoor walk with 10' wall against building
  - **Shipping & Assembly:** Should be included as a line item in the proposal.



## 5. Specific Requirements and Conditions:

5.1. *PRICING – Pricing shall be submitted **ONLY** on **Attachment F – Pricing Proposal**. Pricing shall be broken out separately by materials and labor. Pricing will remain effective for the duration of the project. This will be a prevailing wage project.*

5.5 **INSURANCE REQUIREMENTS** - Bids shall contain an Insurance Certificate providing proof to ASD that the Contractor maintains an appropriate level of insurance coverage. The successful Contractor will be required to provide a supplemental certificate indicating ASD as additionally insured. See specific details following:

Contractor shall maintain, at its expense, the following insurance coverage during the Term of this Agreement:

- Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and
- Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including suppliers, products and completed operations and contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
- All such insurance policies shall name ASD as an additional insured and shall require at least ten (10) days' notice to ASD prior to cancellation, termination, or expiration. Contractor shall submit to ASD insurance certificates ("Certificates") evidencing required insurance coverage and compliance prior to or upon execution of the Agreement, on the yearly anniversary date of this Agreement (if still in effect) and at any other time or times upon ASD's request. If the Contractor seeks a waiver of any the above insurance requirements, the reasons must be submitted in writing to ASD and the waiver is not effective until approved in writing by ASD (which approval may be withheld in ASD's sole discretion).

5.6 **BACKGROUND CHECKS** - All persons working at the project may be required to submit proof of a satisfactory background check required by Act 34 of 1985 Criminal Background History Check and Act 114 of 2006, Pennsylvania Department of Education, 333 Market St, Harrisburg, PA 17126-0333. This certification is required before workers are permitted on site. Costs to obtain these clearances will be paid by the contractor. A satisfactory clearance check may be required by Act 151 of the 1994 Child/Student Abuse Reporting Clearance,



which amended the PA Department of Welfare's Child Protective Services Law. If required by ASD, contractors must comply with Act 34, Act 151, Act 114, and supply background checks on all personnel, including subcontractors and their employees. Information supplied will be held in confidence. Contractor shall indemnify and hold harmless ASD from and against all costs, claims and expenses arising by reason of wrongful or negligent acts or omissions of contractor, its employees, and agents.

## **6. Bid Timeline:**

### **6.1 Bid Timeline.**

*All dates are subject to change at the discretion of ASD.*

- *July 14, 2025 – Deadline to submit Bid questions*
- *July 16, 2025 – Deadline for ASD to answer questions*
- *July 25, 2025 (12:00 PM noon EST) – Proposals due*
- *July 25, 2025 (2:00 PM noon EST) – Bid opening*

## **7. Organizational Capabilities and Resources**

As noted in Section 2.2, Contractors shall include as part of their bid, information about the company's background and core business, and evidence demonstrating an ability to provide the requested service. This information shall include company history, qualifications, experience, capabilities, finances, and key staff.

Additionally, and as noted in Section 2.2, Contractors shall include as part of their bid, information about the company's current clients. This information shall include the three current and one past reference and a listing of current educational clients.

## **8. Questions/ Addendum**

All questions shall be submitted to [nastaha@allentownsd.org](mailto:nastaha@allentownsd.org) and the subject should reference this RFP. All questions will be answered via addendum which will be posted as the last page of the RFP on the ASD website.



## **ATTACHMENT A: FORM OF BID**

SUPPLIER: \_\_\_\_\_

DATE: \_\_\_\_\_

To: Allentown School District  
31 S. Penn St.  
Allentown, PA 18102

We, the undersigned, herewith propose and agree to furnish to *ASD* any item or items or services at the net prices set opposite each item or service on the attached sheet(s) identified as the Pricing Proposal.

This proposal is subject to all the terms of the proposal documents, which include this Request for Invitation, including all attachments thereto, and we hereby agree to enter into a written contract to furnish such item(s) or services, as may be awarded to us, and to furnish such security as these specifications require.

We understand that the *ASD* reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any proposals.

The original of this form of proposal is being returned to you containing our proposal. A copy was retained for our files.

The undersigned supplier certifies to having read the Invitation for Proposal, Instructions to Suppliers, Conditions of the Proposal, and Specifications and offers to furnish services, supplies and/or materials as specified to *ASD* in exact accordance with these specifications and conditions at the prices stated on the attached forms.

The following are references that may be contacted to support satisfactory performance of our company for the purchase of similar services or items contained on this proposal:

### **CURRENT REFERENCES:**

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone / email \_\_\_\_\_  
Services provided \_\_\_\_\_

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone / email \_\_\_\_\_  
Services provided \_\_\_\_\_

Company Name \_\_\_\_\_  
Contact Person \_\_\_\_\_ Phone / email \_\_\_\_\_  
Services provided \_\_\_\_\_



**ATTACHMENT A: FORM OF PROPOSAL (Continued)**

**IF SUPPLIER IS A CORPORATION OR LLC:**

\_\_\_\_\_  
Corporation Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
President

\_\_\_\_\_  
P. O. Box/Street Address

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
Type Name

\_\_\_\_\_  
Type Name and Title of Supplier contact person

\_\_\_\_\_  
Signed

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Web Site

**IF SUPPLIER TRADES UNDER A FICTITIOUS NAME OR IS A PARTNERSHIP:**

\_\_\_\_\_  
Trading Name

\_\_\_\_\_  
Signed

\_\_\_\_\_  
P. O. Box/Street Address

\_\_\_\_\_  
Type Name and Title

\_\_\_\_\_  
City/State/Zip

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Supplier Contact Person Telephone

\_\_\_\_\_  
Fax

\_\_\_\_\_  
E-mail address

\_\_\_\_\_  
Web Site



## **ATTACHMENT B: NON-COLLUSION AFFIDAVIT**

Contract / RFP Number: \_\_\_\_\_

State of: \_\_\_\_\_

County of \_\_\_\_\_

I state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price (s) and the amount of this proposal.

I state that:

(1) The price (s) and amount of this proposal have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the prices (s) nor the amount of this proposal, and neither the approximate price (s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the proposal opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from submitting a proposal for this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

(4) The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

(5) \_\_\_\_\_ (Name of my firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by \_\_\_\_\_ (Name of public entity) in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from \_\_\_\_\_ (Name of public entity) of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
(Notary Public)

My Commission Expires \_\_\_\_\_



**ATTACHMENT C:**

**SMALL BUSINESS, MINORITY BUSINESS, WOMEN BUSINESS ENTERPRISES,  
VETERAN OWNED BUSINESSES AND LABOR SURPLUS AREAS**

Indicate below if your organization is considered a Minority Business as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the proposal documents and will need to be submitted with the balance of proposal documentation.

Vendor Name: \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Veteran
- ☐ HUB

Supplier or Subcontractor Name \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Veteran
- ☐ HUB

Supplier or Subcontractor Name \_\_\_\_\_

- ☐ Minority Owned
- ☐ Women Owned
- ☐ Small Business
- ☐ Section 8A
- ☐ Veteran
- ☐ HUB

Signature \_\_\_\_\_ Date \_\_\_\_\_



**ATTACHMENT D: ADDENDUM ACKNOWLEDGEMENT FORM**

Indicate below your confirmation of all addenda received for the above aforementioned bid. This document will become part of the proposal documents and will need to be submitted with the balance of proposal documentation.

We hereby confirm receipt of all addenda indicated below in response to the *RFP*

\_\_\_\_\_ ADDENDUM #1  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_ ADDENDUM #2  
Date \_\_\_\_\_  
Signature \_\_\_\_\_

\_\_\_\_\_ ADDENDUM #3  
Date \_\_\_\_\_  
Signature \_\_\_\_\_



## **ATTACHMENT E: ANTI-LOBBYING CERTIFICATE**

### **Certification Regarding Lobbying**

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding \$100,000 in Federal Funds

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Name of Vendor

---

Name of Authorized Representative

---

Title of Authorized Representative

---

Signature of Authorized Representative  
(in blue ink only)

---

Date Signed

---



### Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

☐ Applicable

☐ Not Applicable

(This form must be signed regardless of Applicability)

<p>1. Type of Federal Action: _____</p> <p>a. contract</p> <p>b. grant</p> <p>c. cooperative agreement</p> <p>d. loan</p> <p>e. loan guarantee</p> <p>f. loan insurance</p>	<p>2. Status of Federal Action: _____</p> <p>a. bid/offer/ application</p> <p>b. initial award</p> <p>c. post-award</p>	<p>3. Report Type: _____</p> <p>a. initial filing</p> <p>b. material change</p> <p>For Material Change Only: Year _____</p> <p>Quarter _____</p> <p>Date of Last Report _____</p>
<p>4. Name and Address of Reporting Entity:</p> <p>Prime</p> <p>Subawardee</p> <p>Tier, if known:</p> <p>Congressional District, if known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:</p> <p>Congressional District, if known:</p>	
<p>6. Federal Department/Agency:</p>	<p>7. Federal Program Name/Description:</p> <p>CFDA Number, if applicable: _____</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:</p> <p>\$</p>	



10. a. Name and Address of Lobbying Entity:  (last name, first name, MI)		10. b. Individuals Performing Services (including address if different from  No. 10,a.)	
(Attach Continuation Sheet(s) SF-LLL-A If Necessary) (if individual, last name, first name, middle)			
11. Amount of Payment (check all that apply):  \$ _____ Actual      \$ _____ Planned		13. Type of payment (check all that apply):  <input type="checkbox"/> a. retainer  <input type="checkbox"/> b. one-time fee  <input type="checkbox"/> c. commission  <input type="checkbox"/> d. contingent fee  <input type="checkbox"/> e. deferred  <input type="checkbox"/> f. other; specify:	
12. Form of Payment (check all that apply):  <input type="checkbox"/> a. cash  <input type="checkbox"/> b. in-kind; specify:  Nature _____  Actual _____		(Continuation of Item 13)	
14. Brief Description of Services Performed or to be Performed and Date(s) of Service, including officer(s), employee(s), or member(s) contracted for Payment indicated in Item 11:          <div style="text-align: center;">(Attach Continuation Sheet(s) SF-LLL-A, if necessary)</div>			
15. Are Continuation Sheet(s) SF-LLL-A Attached:      Yes _____ (Number _____)      No _____			



16. Information requested through this form is authorized by Title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature: (in blue ink only) \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_



Disclosure of Lobbying Activities Continuation Sheet SF-LLL-A

Reporting Entity: \_\_\_\_\_ Page \_\_\_\_\_ of \_\_\_\_\_



## Instructions for Completion of SF-LLL, Disclosure of Lobbying Activities

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Use of SF-LLL-A Continuation Sheet for additional information if the space on the form is inadequate. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, state, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee; e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee", then enter the full name, address, city, state, and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) Number, Invitation for Bid (IFB) Number; grant announcement number; the contract, grant or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes e.g., "RFP-DE-90-001".
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, state, and zip code of the lobbying entity engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
(b) Enter the full names of the individual(s) performing services and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. Enter the amount of compensation paid or reasonably expected to be paid by the reporting entity (item 4) to the lobbying entity (item 10). Indicate whether the payment has been made (actual) or will be made (planned). Check all that apply. If this is a material change report, enter the cumulative amount of payment made or planned to be made.
12. Check all that apply. If payment is made through an in-kind contribution, specify the nature and value of the in-kind payment.
13. Check all that apply. If other, specify nature.
14. Provide a specific and detailed description of the services that the lobbyist has performed or will be expected to perform, and the date(s) of any services rendered. Include all preparatory and related activity, not just time spent in actual contact with Federal officials. Identify the Federal official(s) or employee(s) contacted or the officer(s), employee(s), or Member(s) of Congress that were contacted.
15. Check whether a SF-LLL-A Continuation Sheet(s) is attached. List number of sheets, if yes.
16. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

Public reporting burden for this collection of information is estimated to average 30 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget. Paperwork Reduction Project (0348-00046), Washington, DC 20503.

[END OF ATTACHMENT]



**Attachment F: Price Proposal**

	Price	Comments
Project Labor		
Project Materials		



## **APPENDIX G: BID BOND FORM**

### **BID BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_ (hereinafter called the "Principal"), and \_\_\_\_\_, a corporation authorized to transact business in Pennsylvania, and having its principal office at \_\_\_\_\_ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the **Allentown School District** (hereinafter called the "Obligee"), as Obligee, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

**WHEREAS**, said Principal is herewith submitting to the Obligee a bid to perform work for the Obligee's *One walk-in freezer installation in Lehigh County, Pennsylvania*, pursuant to plans, specifications and other Contract Documents, which are incorporated into the Bid by reference; and it is a condition of the Obligee's receipt and consideration of said bid that such shall be accompanied by bid security to be held by the Obligee on terms embodied herein.

**THEREFORE**, the condition of this obligation is that if said Principal shall, in the event of acceptance of his bid by Obligee and within the period specified therefore in the bidding requirements, enter into a written agreement with the Obligee, in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract, in the form specified by the Owner, and furnish required verification forms and certificates of insurance, in all respects as required by the bidding requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contract, give such bonds, and furnish such verification forms and certificates of insurance within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted bid and any higher amount for which the Obligee may contract for the required work, as well as any advertising, architectural, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Bid Security together with interest.

**IN WITNESS WHEREOF**, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.



(Individual Principal)

\_\_\_\_\_(SEAL)  
(Signature of Individual)

Witness:

Trading and doing business as:

\_\_\_\_\_

\_\_\_\_\_

**(Partnership Principal)**

\_\_\_\_\_  
(Name of Partnership)

Witness:

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

\_\_\_\_\_

By: \_\_\_\_\_(SEAL)

**(Corporation Principal)**

\_\_\_\_\_  
(Name of Corporation)

Attest: \_\_\_\_\_  
(Asst.) Secretary

By: \_\_\_\_\_  
(Vice) President

(CORPORATE SEAL)

OR (if applicable)

Attest: \_\_\_\_\_  
Authorized Representative

\*By: \_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the bond, evidencing authority to execute on behalf of the corporation.

**(Limited Liability Company Principal)**



WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
(Managing) Member

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Member

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Member

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_

\*By: \_\_\_\_\_  
(Authorized Representative)

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

**(Corporate Surety)**

\_\_\_\_\_  
Name of Corporation

Witness or Attest:

\_\_\_\_\_

\*\*By: \_\_\_\_\_  
Title

(CORPORATE SEAL)

\*\*Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the Corporation.



## **APPENDIX H: PERFORMANCE BOND FORM**

### **PERFORMANCE BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_, a corporation organized and existing under the laws of the \_\_\_\_\_ of \_\_\_\_\_, having its principal office at \_\_\_\_\_, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the **Allentown School District**, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

#### **WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal (the "Proposal"), to perform work for the Obligee's *One walk-in freezer installation in Lehigh County, Pennsylvania*, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference and a part thereof (collectively the "Contract Documents"); and

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement shall be a



revised EJCDC Standard Form of Agreement Between Owner and Contractor and shall also be considered part of the Contract Documents.

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Oblige and all of its officers, agents and employees from any and all costs and damages which the Oblige and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Oblige any and all costs and expenses which the Oblige and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents; and (b) if the Principal shall remedy, without cost to the Oblige, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Oblige of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Oblige or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, delay damages resulting from such default or failure of the Principal, and liquidated damages in accordance with the Contract Documents, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Oblige of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Oblige toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Oblige as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety,



for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Lancaster County, Pennsylvania and in any such proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Individual Principal)

WITNESS:

\_\_\_\_\_(SEAL)  
(Signature of Individual)

\_\_\_\_\_  
(print name of Individual)  
trading & doing business as

\*\*\*\*\*

(Partnership Principal)

WITNESS:

\_\_\_\_\_  
(Name of Partnership)

By: \_\_\_\_\_(SEAL)  
Print Name: \_\_\_\_\_



Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Partner

\* \* \* \* \*

(Corporate Principal)

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_

Print Name: \_\_\_\_\_

Title: Secretary (Assistant Secretary)

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

Title: President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_

\*By: \_\_\_\_\_

(Authorized Representative)

Print Name: \_\_\_\_\_

\*Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

\* \* \* \* \*

(Limited Liability Company)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)

Print Name: \_\_\_\_\_

(Managing) Member



\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Member

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Print Name: \_\_\_\_\_  
Member

or (if appropriate)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Limited Liability Company)  
\*By: \_\_\_\_\_  
(Authorized Representative)  
Print Name: \_\_\_\_\_

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.

\* \* \* \* \*  
(Corporate Surety)

WITNESS: \_\_\_\_\_  
\_\_\_\_\_  
(Name of Corporation)  
\*\*By: \_\_\_\_\_  
(Attorney-in-fact)

\*\*Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.



## **APPENDIX I: PAYMENT BOND FORM**

### **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we, \_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_, a corporation organized and existing under laws of the \_\_\_\_\_ of \_\_\_\_\_, with a principal office at \_\_\_\_\_, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the **Allentown School District** as Obligee (the "Obligee"), as hereinafter set forth, in the full and just sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

### **WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal (the "Proposal"), to perform work for the Obligee's *One walk-in freezer installation in Lehigh County, Pennsylvania*, pursuant to plans, specifications and other related documents, constituting the contract documents, which are incorporated into the Bid by reference and a part thereof (collectively the "Contract Documents"); and

WHEREAS, the Contract Documents are incorporated into this Bond by reference and made a part hereof; and

WHEREAS, The Obligee, is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

WHEREAS, the Act, in Section 3.1, requires that, before an award shall be made to the Principal by the obligee in accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and



WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement shall be a revised EJCDC Standard Form of Agreement Between Owner and Contractor and shall also be considered part of the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the



last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the project, to which the Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest,



and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Individual Principal)

\_\_\_\_\_(SEAL)

(Signature of Individual)

trading & doing business as

WITNESS:

\_\_\_\_\_

\*\*\*\*\*

(Partnership Principal)

WITNESS:

\_\_\_\_\_  
(Name of Partnership)

\_\_\_\_\_ BY: \_\_\_\_\_(SEAL)

Partner

\_\_\_\_\_ BY: \_\_\_\_\_(SEAL)

Partner

\_\_\_\_\_ BY: \_\_\_\_\_(SEAL)

Partner

\*\*\*\*\*

(Corporate Principal)

ATTEST:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_ BY: \_\_\_\_\_



Secretary (Assistant Secretary)

President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
\*BY: \_\_\_\_\_  
(Authorized Representative)

\* Attach appropriate proof, with raised corporate seal, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

\* \* \* \* \*

(Limited Liability Company)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
(Managing) Member

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Member

\_\_\_\_\_  
By: \_\_\_\_\_ (SEAL)  
Member

or (if appropriate)

WITNESS:

\_\_\_\_\_  
(Name of Limited Liability Company)

\_\_\_\_\_  
\*By: \_\_\_\_\_  
(Authorized Representative)

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the company.



(Corporate Surety)

WITNESS:

\_\_\_\_\_  
(Name of Corporation)

\_\_\_\_\_  
\*\*BY:

\_\_\_\_\_  
(Attorney-in-fact)

\*\* Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.



### **Addendum 1**

**Issued: July 17, 2025**

1. The Listing was temporarily removed and reuploaded with the Addendum.
2. The due date has been extended to Friday July 25, 2025 at 12:00 PM EST.
3. Q&A – Questions are now closed. No Questions have been submitted.