REQUEST FOR PROPOSAL

CONDITIONS AND SPECIFICATIONS
For
ENGINEERING SERVICES

Proposals Due:

No later than 11:00 a.m. EST on Tuesday, January 13, 2026

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REQUEST FOR PROPOSAL **ENGINEERING SERVICES**

Intent

Interested qualified professional firms are invited to submit a proposal to provide the Allentown School District with engineering services from January 26, 2026 through January 30, 2029 (3-year term) in accordance with the specifications contained in the attached Instructions to Respondents. At the conclusion of this initial agreement term, the District may choose to issue another RFP for professional services or extend the term of the current services of the firm for an additional 1-year agreement amendment extension if agreed to by both the firm and the Allentown School District.

Response Date for Proposals

Proposals must be submitted in a single PDF file. No proposal received after the deadline will be accepted. Please send via email, no later than 11:00 a.m. on January 13, 2026, to rfp@allentownsd.org. **All questions must be submitted via email** by no later than Thursday, January 8, 2026 to the above noted email address. An addendum will then be posted on the District's website at: www.allentownsd.org/offices/financial-operational-services/bids-and-rfps

District Contact

Requests for any information concerning this solicitation are to be referred to Department of Procurement at rfp@allentownsd.org or 484-765-4245.

RFP Addenda

In the event that modifications or additions to the RFP become necessary, such items will be posted on the District's website at www.allentownsd.org under Offices > Financial Services > Bids and RFPs.

Supporting Documentation

All documentation submitted with the proposal will become the property of Allentown School District.

Informality of Bid and Acceptance, Rejection or Selection of Proposal

The Allentown School District expressly reserves the right to reject any or all proposals (in whole or in part, with or without cause, even if all stated requirements are met), to waive any informalities or irregularities in the proposals, and to accept that proposal or the combination of proposals which is in the best interest of the Allentown School District, in part or in whole. The District reserves the right to negotiate terms and conditions.

Acceptance by the District

It is anticipated that the School Board of Director will consider the proposals at the January 22, 2026 School Board Meeting. An interview by phone or in person with the review team may be required.

In determining the award to the proposing engineering firms, the following will be considered:

1. Evidence in the proposal that the submitting firm clearly understands the scope of the services to be performed.
2. Technical experience of the firm.
3. Qualifications of the firm's staff.
4. Size, structure and proximity of the firm.
5. Costs quoted to perform the specified services.

Execution of this "Request for Proposal"

The proposal must be signed by an official authorized to bind the respondent, and it must contain a statement to the effect that the proposal is firm for a period of at least 120 days from the date of receipt.

Proposals must be accompanied by the RFP of the Allentown School District, *which is to be incorporated therein by reference.* The District shall review the proposals pursuant to the criteria stated herein.

Definition of "Engineer"

For the purposes of this Request for Proposal, the term **"Engineer"** refers to a professional firm capable of providing multidisciplinary engineering services, including but not limited to **civil, mechanical, plumbing, electrical, structural and forensic investigative engineering**. The selected Engineer must employ or subcontract appropriately licensed professionals in each discipline as required for the scope of work, and all engineering work must be performed under the responsible charge of individuals licensed to practice engineering in the Commonwealth of Pennsylvania.

The selected EOR may be required to perform, at a minimum:

1. **Assessment & Planning**
    - Conduct site visits, existing-conditions assessments, feasibility studies, and engineering evaluations.
    - Provide recommendations, cost analyses, and preliminary engineering solutions.

2. **Design Development**
    - Prepare engineering drawings, specifications, calculations, and design narratives for civil, structural, mechanical, electrical, and plumbing systems.
    - Coordinate with architects, consultants, and District staff.
3. **Construction Documentation**
    - Produce sealed construction documents suitable for bidding and permitting.
    - Address regulatory submissions including DEP, municipality, utility providers, and state agencies.
4. **Bidding & Procurement Support**
    - Prepare addenda, respond to bidder questions, and assist with bid evaluations.
5. **Construction Phase Services**
    - Review shop drawings and submittals.
    - Participate in construction meetings, site visits, and punch lists.
    - Provide clarification sketches and change order reviews.
    - Certify substantial completion documents as required.

INSTRUCTIONS TO RESPONDENTS

A. Respondents may submit questions concerning this Request for Engineering Proposal (RFP) in writing to the Procurement Department via email rfp@allentownsd.org. Written questions and answers shall become public record and will be shared via addenda on the RFP listing at Allentownsd.org. After submission of proposals and closing thereof, no information will be furnished until an award has been made.

B. The Respondent's proposal must disclose the firm's experience in as much detail as possible.

C. The District reserves the right to make an award without further discussion of the proposals submitted. Therefore, the proposal should be submitted initially on the most favorable terms from both a price and experience standpoint. The District also reserves the right to reject any and all proposals received. It is understood that all proposals submitted will become a part of the official file on this matter without obligation to the District, and that all proposals and attachments shall become public record upon their receipt by the District.

D. The District reserves the right to conduct personal interviews of any or all respondents prior to award. The District will not be liable for any costs incurred by the respondent in connection with such an interview.

E. The District reserves the right to conduct pre-award negotiations with any or all respondents.

F. Any proposal received after the time specified for receipt will not be considered.

G. Proposals may be withdrawn or modified in person by a respondent or the firm's authorized representative, provided their identity is made known and they sign a receipt for the proposal, before the time proposals must be received as stated previously in this RFP.

H. For ease of comparison, each Proposal shall be organized in the following manner.

   a. **Cover Page**.

   b. **Table of Contents**

   c. **Summary Fee Sheet** – Reference the Summary Fee Sheet included in this RFP.

d. **Executive Summary** - A brief letter (1-2 pages) to introduce the engineering firm to the District.

e. **Profile of Respondent -** Submit a detailed description of the firm**,** including founding/incorporation dates, years of experience, specialties, mission statement, etc. State the location of the office from which the work is to be done and the number of partners, managers, supervisors, seniors and professional staff employed at that office. Describe the range of activities performed by the office proposed to provide the engineering service.

f. **Qualifications and Experience** - Identify partners, managers, and supervisors who would work on the tasks needed for the Allentown School District, along with an organizational chart that indicates the reporting relationships of these personnel. Provide resumes of key personnel that include education and a complete professional history including duration of term in present position, current responsibilities, and experience with public school work. Resumes may be included as an appendix. Indicate all professional affiliations and licenses.

   Include information regarding the firm's experience with other educational agencies.

   Provide a narrative describing the firm's methodology, quality control procedures, and project management structure.

   Include any other pertinent information the respondent feels would be helpful in evaluating this proposal.

g. **Scope of Work** - Describe in full the scope of services to be provided by respondent as professional engineering firm.

h. **References** - Provide a client list of at least five similar **school districts**, counties or municipal governmental engagements performed during the past three years. The client list should include the name, address, title, and telephone number of the person providing the reference.

i. **Professional Liability Insurance** - Respondent must provide and maintain proof of professional liability insurance coverage. The minimum coverage requirement is $1,000,000 per occurrence (see Exhibit A - Insurance Requirements for additional language).

j. **Fees and Contracts** - Provide fees, by hourly cost of each type of professional, and other fees including reimbursable costs if necessary and proposed escalation terms. The basic form of the fee schedule shown in Appendix A must be used when quoting fees.

I. The District will not be liable for any costs incurred in the preparation of proposals or attendance of an on-site visit.

J. Respondent shall be expected to furnish the District with additional information as may be reasonably required.

RFP SCHEDULE

A. Scope of Work

The purpose of this RFP is to obtain the services of a professional firm, hereafter referred to as "Engineer." The Engineer must be certified or licensed in the state of Pennsylvania.

B. Statement of Work

The Engineer is to perform engineering services as needed for the Allentown School District.

C. Period of Performance

This contract will be effective for a period from January 26, 2026 through January 30, 2029 with two one (1) year extension determined at the pleasure of the School Board of Directors.

D. Cost and Pricing Data

State the hourly rate required by staff classification and any other fees related to this professional service. Firms should consider that the Allentown School District will provide monthly payments with net due in forty-five (45) days.

E. Unacceptable Work

If it is determined that the Engineer's engineering work was unacceptable, because it did not meet the Standards, Programs, Activities, and Functions, the Engineer may, at the written request of the District, be required, to provide value engineering or redesign at its own expense and resubmit a revised design or assessment. Failure to submit acceptable work in a timely manner shall constitute sufficient grounds for the District to withhold payment and to pursue all lawful recourse.

The Engineer may be terminated at any time upon thirty (30) days written notice by either party without cause. However, if the Engineer fails to comply with any of the terms specified in this Article due to gross negligence or irreprehensible harm to the District, the District may terminate this contract with seven (7) days notice.

****OPTIONAL ENERGY MANAGEMENT SERVICES-OPTION 1**

(Separate Lump Sum Price Proposal) **

The District is requesting an **optional, separately priced scope** for Energy Management Services. Respondents shall provide a **separate lump-sum fee** for performing the services described below. This optional service will be evaluated independently of the base engineering services proposal.

1. Purpose

The District seeks to enhance its understanding of energy consumption patterns, utility costs, and overall building performance by implementing a structured energy management program. The selected Engineer shall support the District in identifying opportunities to reduce operating costs, improve building efficiency, and support long-term capital planning.

2. Scope of Optional Energy Management Services

A. Energy Benchmarking and ENERGY STAR Program Participation

The Engineer shall establish and maintain a comprehensive energy benchmarking program utilizing **ENERGY STAR Portfolio Manager**. Required tasks include:

1. Collect and validate monthly utility data (electric, natural gas, fuel oil, water, solar, etc.) for all District facilities.
2. Create or update building profiles in Portfolio Manager to ensure accurate benchmarking.
3. Produce **ENERGY STAR scores**, EUI (Energy Use Intensity), and greenhouse gas emissions metrics for each building.
4. Identify buildings eligible for **ENERGY STAR certification** and provide certification support as needed.
5. Provide quarterly and annual reports summarizing building performance and identifying notable trends.

B. Low-Intensity ASHRAE Level I–Equivalent Energy Audit Services

To complement the benchmarking process, the Engineer shall perform an energy assessment with a time commitment comparable to the ENERGY STAR verification process. The assessment shall meet the intent and depth of an **ASHRAE Level I Energy Audit (walkthrough analysis)**, including:

1. Site visits to each District building to identify visible energy conservation opportunities.
2. Development of a baseline of energy performance using available utility data.
3. Identification of low-cost and no-cost energy conservation measures (ECMs).
4. Identification of capital-intensive ECMs requiring additional study under future phases.
5. Simple payback analysis for recommended measures.

6. Narrative summaries of equipment condition, operational practices, and opportunities for improvement.

Note: This service is limited to Level I assessment activities only, and does not include commissioning or retro-commissioning services.

C. Utility Data Management and Analytics

The Engineer shall support the collection and validation of utility data to ensure accurate reporting and decision-making. Responsibilities include:

1. Coordination with utility providers to obtain complete and accurate monthly billing data.
2. Validation of utility data for completeness, accuracy, and alignment with Portfolio Manager requirements.
3. Development of tools or dashboards (PDF or spreadsheet format) to summarize monthly utility consumption and cost trends.

D. Performance Reporting and Recommendations

The Engineer shall deliver energy performance reports that support operational decisions, capital planning, and sustainability initiatives. Reports shall include:

1. Quarterly performance dashboards summarizing energy use, EUI, ENERGY STAR scores, and year-over-year trends.
2. Identification of buildings with significant deviations from expected performance standards.
3. Recommendations for operational improvements, control adjustments, or system optimization strategies.
4. Identification of potential funding opportunities including utility rebates, state or federal incentives, or relevant sustainability programs.

E. Coordination with District Administration and Staff

The Engineer shall:

1. Meet with District Facilities staff at least twice per year to review energy performance findings.
2. Provide additional technical explanations as needed to assist administrators in understanding trends and opportunities.
3. Incorporate benchmarking and audit findings into long-term capital planning recommendations when applicable.

3. Deliverables

- ENERGY STAR Portfolio Manager setup and annual updates
- Annual Districtwide Energy Benchmarking Report

- Quarterly energy performance dashboards
- ASHRAE Level I–equivalent audit reports for each facility
- List of recommended ECMs with payback analysis
- Utility data repository or dashboard (PDF or spreadsheet)
- Summary presentation to District leadership (if requested)

4. Pricing Requirements

Respondents shall submit a **separate lump-sum fee** to complete the Energy Management Services scope described above. This fee shall be presented independently from the base engineering services fee schedule and clearly labeled as:

"Optional Energy Management Services – Lump Sum Price"

The District reserves the right to award the optional energy management services in whole, in part, or not at all.

The following buildings shall be included for the scope of this Option:

EARLY CHILDHOOD	Address	Erected	Rebuilt/ Renovated	Square Footage	Acreage	No. of Classrooms
Jackson	517 N. 15TH St.	1911		41,200	2.15	15
ELEMENTARY SCHOOLS						
Central	829 Turner St.	1858	1951	106,684	1.19	38
Cleveland - Property Sc	424-430 N. Ninth St.	1883	1955	32,278	0.57	15
Dodd	1944 S. Church St.	1956		72,619	6.16	33
Hays	1227 W. Gordon St.	2020		114,000	2.60	44
Jefferson	750 St. John St.	1910		105,114	2.08	35
Lehigh Parkway	1708-20 Coronado St.	1949		30,420	4.56	15
McKinley - Unused	1124 Turner St.	1886		23,916	0.95	23
Mosser	129 S. Dauphin St.	1917		102,400	4.80	41
Muhlenberg	740 N. 21st. St.	1928		68,344	3.34	27
Ramos	1430 Allen St.	2010		83,000	2.10	40
Ritter	740 Plymouth St.	1925		50,526	3.02	22
Roosevelt	210 W. Susquehanna St.	1910	1925	87,662	2.64	36
Sheridan	521 N. Second St.	1985		66,800	2.15	34
Union Terrace	1939 Union St.	1955		55,130	5.07	38
Washington	837 N. Ninth St.	1982		46,166	0.68	26
MIDDLE SCHOOLS						
Harrison Morton	137 N. Second St.	1874	1930	151,398	1.66	51
Raub	102 S. St. Cloud St.	1923	1931	180,334	2.48	51
South Mountain	709 W. Emaus Ave.	1951		134,289	14.84	66
Trexler	851 N. 15th St.	1968		127,347	8.25	54
HIGH SCHOOLS						
William Allen	126 N. 17th St.	1916	2010	561,641	6.43	153
Clifford Bartholomew B	S.W. Cornor 17th & Linden St.	2010		111,192		
Dieruff	815 N. Irving St.	1959	2010	295,204	12.88	96
Building -21	265 Lehigh St.		2015	70,000	11.00	24
ALTERNATIVE EDUCATION CENTERS						
Ruby Bridges	1402 Walnut St.	1900	1960	28,443	0.80	13
Sonia Sotomayor	2020 E. Pennsylvania St.	1949		19,594	6.22	9
William Penn	401 Allen St.		2013	17,457		18
Ancillary Buildings						
Administration Bldg.	31 S. Penn St.	1835	1931	48,664		
Facilities Services Bldg	1301 Sumner Ave.	1947		26,410		
School Supply Warehou	1233 Roth Ave.	1930		7,140		
Technology Services Bl	601 W. Emaus Ave.		2015	3,045		

*Note that Cleveland and McKinley are to be excluded. Building 21 has been renamed to Bridgeview Academy.

OPTIONAL SERVICE – AI-ENABLED FACILITY MANAGER ASSET MANAGEMENT PROGRAM – OPTION 2

(Provide as a Separate Lump Sum Price)

The Offeror may provide, as an optional service, an AI-enabled Facility Manager Asset Management Program intended to support the District in enhancing preventive maintenance, capital planning, and long-term facility stewardship. This service shall be proposed as a standalone lump sum and shall not be included in the base proposal.

Scope of Optional Services

The optional AI-enabled program shall include, at a minimum, the following components:

1. **Asset Inventory and Digital Cataloging**
   The Offeror shall develop a verified digital inventory of major building assets, including mechanical, electrical, plumbing, structural, envelope, and life-safety systems. Assets shall be cataloged with relevant metadata such as age, condition, capacity, warranty information, and remaining useful life. Integration with existing CMMS platforms is preferred, if applicable.
2. **Predictive Maintenance and Condition Forecasting**
   The program shall incorporate machine-learning or equivalent AI-driven tools capable of analyzing work order history, operational data, environmental conditions, and sensor inputs (where available) to identify emerging issues and forecast potential system failures. The system shall generate prioritized recommendations to assist the District in planning maintenance activities.
3. **Capital Planning and Life-Cycle Modeling**
   The Offeror shall provide AI-supported financial and life-cycle analysis tools to assist with multi-year capital planning. Outputs shall include year-over-year replacement recommendations, estimated renewal costs, and prioritization of capital needs based on risk, age, performance, energy impact, and alignment with District operational requirements.
4. **Energy Benchmarking Integration**
   The program shall include the capability to incorporate utility data, Energy Star benchmarking results, and energy performance metrics. The system shall identify irregular consumption trends, support forecasting, and integrate energy findings into asset-condition modeling for more accurate planning.
5. **Work Order Prioritization and Resource Optimization**
   AI-supported tools shall assist with work order triage, recommended response prioritization, and resource allocation. The tool shall help optimize technician assignment, reduce downtime, and improve preventive maintenance completion rates.
6. **Reporting Dashboards and User Accessibility**
   The Offeror shall provide cloud-based dashboards accessible to District staff, summarizing asset conditions, predicted failures, capital needs, energy performance, and recommended interventions. Monthly automated reports shall be included for the first year of implementation. Mobile accessibility is preferred.

7. **Training, Support, and Documentation**
   The Offeror shall provide training for District Facilities personnel, including platform orientation, standard operating procedures, and technical support. Quarterly optimization or strategy review meetings shall be included during the first year.
8. **Data Ownership and Security**
   All data collected or generated through this service shall remain the sole property of the District. The Offeror shall describe data-security measures, hosting arrangements, cybersecurity practices, and backup procedures.

Deliverables

Deliverables for this optional service shall include, at a minimum:

- A complete digital asset registry for all District facilities.
- AI-generated predictive maintenance baseline and dashboards.
- Multi-year capital planning models and exportable reports.
- Integrated energy benchmarking data and analytics.
- Monthly reporting during the first year of service.
- Training materials, SOPs, and support documentation.

Proposal Requirements for Optional Item

Offerors electing to propose this optional service shall provide:

1. A detailed scope of work describing the AI platform and methodologies.
2. Sample dashboards, reports, or case studies from similar projects.
3. An implementation plan and timeline.
4. Data-security and hosting protocols.
5. A lump sum price for full implementation, software licensing, training, and first-year support.
6. Optional annual renewal pricing, if applicable.

Allentown School District

Engineering Services Request for Proposal

Summary Fee Sheet

(Return this page as Page 3 of your proposal)

Name of Firm _____

Address _____

_____

Contact Person _____

Title _____

_____

Telephone Number _____

_____

Email _____

_____

Cell Phone _____

Engineering Services – Engagement Fee per Hour

Senior Engineer	$
Project Engineer (please provide all level types and costs)	$
Architectural Engineer	$
Forensic Engineer	$
Engineering Technician	$
Environmental Scientist/Planner	$
Laboratory Director	$
CAD Designer/Drafting	$
Clerical/Word Processor	$
Field Assistant/Technician	$
Surveyor	$

Survey Crew	$
Assistant/Clerk	$
Transportation	$
Printing	$
OTHER:	$

Option 1: Provide additional lump sum cost for Energy Management Services

Cost: $_____ (Numbers)

Cost (Written):_____

_____

Option 2: Provide additional lump sum cost for AI-enabled facility manager asset management program

Cost: $_____ (Numbers)

Cost (Written): _____

_____

Proposal shall remain firm for a period of at least 120 days from the date of receipt:

Yes___ No ___

Signature _____ Date _____

Title or Office _____

End of Request for Proposal

Exhibit A

Allentown School District – Request for Proposal for Engineering Services

1. INDEMNIFICATION.

(a) [COMPANY] agrees to defend, indemnify and hold harmless the ALLENTOWN SCHOOL DISTRICT and its agents and employees, from and against any and all demands, claims, suits, causes of action, damages, losses, penalties, and/or expenses, including attorney's fees, arising out of or resulting from [COMPANY's] performance of the work required by the [COMPANY], regardless of whether such demand, claim, suit, cause of action, loss, penalty, or expense is incident to or arises out of conditions or omissions permitted or acts performed by any indemnitee.

(b) The [COMPANY] agrees to assume the entire responsibility and liability for all damages or injury to all persons, and to all property, arising out of or in any manner connected with the execution of the Work under this Agreement for Sale and Purchase of Property and to the fullest extent permitted by law, the [COMPANY] shall defend and indemnify the ALLENTOWN SCHOOL DISTRICT from all such claims including without limitation claims for which the ALLENTOWN SCHOOL DISTRICT may be or may be claimed to be liable by reason of its own independent negligence.

(c) The COMPANY agrees to assume its entire responsibility and liability for all damages or injury to all persons, whether its employees or otherwise, and to all property arising out of or in any manner connected with the execution of the "work" under this contract.

(d) Specifically, [COMPANY] also agrees to indemnify the ALLENTOWN SCHOOL DISTRICT from liability for ALLENTOWN SCHOOL DISTRICT's own negligence which results in harm to [COMPANY's] employees.

(e) The [COMPANY's] obligation under this section shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the [COMPANY] under worker's or workmen's compensation acts, disability benefits acts or other employee benefit acts.

(f) The [COMPANY] shall defend and indemnify the ALLENTOWN SCHOOL DISTRICT from all such claims, including without limitation, claims for which the ALLENTOWN SCHOOL DISTRICT may or may be claimed to be liable in whole or in part, and legal fees and disbursements paid or incurred to defend any such claims, as well as legal fees paid or incurred in connection with enforcing the provisions of this section.

(g) The [COMPANY] further agrees to obtain, maintain and pay for such general liability insurance coverage as will insure the provisions of this section and other contractual indemnification assumed by the [COMPANY] in the contract.

2. INSURANCE.

(a) Contractor shall purchase and maintain insurance as outlined in following section (3), which will provide primary liability coverage to Contractor and ALLENTOWN SCHOOL DISTRICT for claims which may arise out of or result form Contractor's operations under the Contract, including without limitation (i) claims because of bodily injury, occupational sickness or disease, or death, whether to Contractor's employees or others and whether or not under a workers' compensation or other similar act or law for the benefit of employees; and (ii) claims because of injury to or destruction of tangible property, including loss of use resulting therefrom.

(b) Certificates of insurance from the insurance carrier, or their authorized agent, with the appropriate additional named insured endorsement attached showing ALLENTOWN SCHOOL DISTRICT as an additional named insured for primary liability coverage and stating the limits of liability and expiration date which are reasonably acceptable to ALLENTOWN SCHOOL DISTRICT shall be filed with and accepted by ALLENTOWN SCHOOL DISTRICT before operations are begun.

(c) Please have your insurance representative prepare and forward an acceptable Certificate of Insurance to:

Attn.: Robert W. Whartenby, Ed.D., COO
ALLENTOWN SCHOOL DISTRICT
31 S. Penn Street, Allentown, AP 18102

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3. INSURANCE REQUIREMENTS.

(a) Commercial General Liability.
(i) Minimum acceptable limit of coverage is $1,000,000 per occurrence, $2,000,000 aggregate, $2,000,000 products and completed operations.
(ii) Coverage must be written on a Standard ISO General Liability form (CG0001) and must not contain any specific exclusions relating to contractual, products/completed operations liability, contractor's protective liability, and explosion, collapse, and underground (XCU) property damage hazard.
(iii) Depending on the nature and scope of work, higher limits may be required.

(b) Business Auto Liability Insurance.
(i) Minimum acceptable limit of coverage is $1,000,000 per occurrence combined single limit for bodily injury and property damage.
(ii) Coverage must include owned, hired, and non-owned vehicles.

(c) Workers' Compensation.
(i) Must provide benefits as mandated by the state worker's compensation statute.
(ii) Minimum acceptable employers' liability limit is $500,000 for bodily injury by accident and $500,000 for bodily injury by disease.

(d) Excess Liability Insurance with a minimum acceptable limit of coverage of $1,000,000 (or the final limit decided to be appropriate) per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employer's liability as required by this Addendum. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.

(e) If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of $1,000,000 per claim, $3,000,000 aggregate.

(f) If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constituents, contaminants, waste, toxic materials, or any potential pollutants – Environmental/Pollution Liability Insurance with minimum acceptable limits of $3,000,000 per occurrence. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.

(g) If contractor is providing web-based/cyber services or has access to owner's computer systems, websites, networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security liability, media liability & data breach coverage, with minimum limits of $2,000,000 per claim, through the term of this agreement and for at least one (1) year after. ALLENTOWN SCHOOL DISTRICT must be named as additional insured.

4. OTHER INSURANCE REQUIREMENTS.

(a) Contractor shall purchase insurance from and maintain in an ALLENTOWN SCHOOL DISTRICT or companies with an A.M. Best rating of "A" or better and lawfully authorized to do business in the jurisdiction in which the work is located.

(b) Coverage must be written on an "occurrence" basis and shall be maintained without interruption from date of commencement of work until completion. Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

(c) The Contractor shall continuously provide up-dated and current certificates(s) of insurance throughout the term of the project as coverage expires.

(d) ALLENTOWN SCHOOL DISTRICT **must** be named as "additional insured" with regards to general liability, cyber, auto liability and pollution liability (if applicable).

(e) Cancellation Clause: The certificate of insurance must provide a thirty (30) day notice of cancellation.

(f) Contractor's coverage naming the ALLENTOWN SCHOOL DISTRICT as additional insured shall include an Endorsement specifying that the Contractor's coverage is primary to any other coverage available to the ALLENTOWN SCHOOL DISTRICT, including, without, limitation, coverage maintained by the ALLENTOWN SCHOOL DISTRICT

wherein the ALLENTOWN SCHOOL DISTRICT is the named insured, and that no act or omission shall invalidate the coverage.

(g) Contractor shall require all COMPANYs (of every tier) to meet the same insurance criteria as required of the Contractor. The COMPANYs' insurance must name the ALLENTOWN SCHOOL DISTRICT as additional insureds. The Contractor shall maintain each COMPANY's certificate of insurance on file and provide such information to the ALLENTOWN SCHOOL DISTRICT for review upon request.

(h) Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance.

(i) Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to ALLENTOWN SCHOOL DISTRICT for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless ALLENTOWN SCHOOL DISTRICT provides Contractor with a written waiver of the specific insurance requirement.

(j) None of the requirements contained herein as to the types, limits, or ALLENTOWN SCHOOL DISTRICT's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with ALLENTOWN SCHOOL DISTRICT, or otherwise provided by law.

(k) Failure of Contractor to provide insurance as herein required or failure of ALLENTOWN SCHOOL DISTRICT to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation to procure and maintain any insurance required is a separate responsibility of Contractor and independent of the duty to furnish a copy or certificate of such insurance policies.

Exhibit B

Allentown School District – Request for Proposal for Engineering Services

TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

District Termination for Cause and for Convenience

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

Addendum 1 / Engineering Service Q&A

1. The RFP lists Energy Management Services as Option 1 Lump Sum Pricing. Many of the tasks listed under the option pricing include full facility assessment and planning. Facility assessment and planning are listed as services the EOR may be required to perform. Is the intent to provide these services, assuming the facility assessment has already been requested/completed as a separate proposal? For example, an ASHRAE Level 1 audit requires a walk-through audit with visual inspection of major energy-consuming systems and Identification of obvious deficiencies or opportunities. Typically, those services would be part of the Facility assessment. Are we to assume that effort should be provided in the lump sum option pricing?
    a. Yes
2. Similarly, Option 2 AI-Enabled asset management pricing requires a significant amount of field survey to assess and document assets. Are we to assume that field work (full survey of each school in the district) is to be included in the option pricing?
    a. Yes
3. Option 2 AI-Enabled asset management requires the use of smart sensors and smart tags for real-time monitoring before any analysis can be performed. Are we to assume those sensors are in place throughout?
    a. Depending on the building the sensors may or may not be in place. For the purpose of the RFP, assume that data collection devices are outside of the scope of the RFP.
4. Is pricing REQUIRED for both of these options?
    a. Pricing is not required for both of these options, but we would encourage respondents to consider including a pricing for this scope or partner with a subconsultant. The District's mission is to be at the forefront of new innovation to enhance our learning environment for greater student support and success.
5. If there are services included in the RFP that our firm does not directly provide (for example, MEP), should those services be addressed in our proposal through a trusted subcontractor or excluded?
    a. Subconsultant information/qualifications/resumes should be provided to satisfy the scope of service requested in the RFP.
6. With respect to Optional Bid Items 1 and 2, can you clarify how these items are linked (i.e. is award of Option 1 tied to Option 2 or are they independent)? On a related note, are there any specific subcontractor requirements or expectations we should be aware of when responding to these optional items?
    a. Option 1 and Option 2 are independent. There are no subcontractor requirements at this time.