



## **REQUEST FOR PROPOSAL**

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# **CONDITIONS AND SPECIFICATIONS For SPECIAL TESTING AND INSPECTION SERVICES K-8 ACADEMY**

**Proposals Due:**

**No later than 12:00 p.m. EST on Tuesday, June 9, 2026**

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## **REQUEST FOR PROPOSAL**

## **SPECIAL TESTING & INSPECTION SERVICES**

### **1.0 GENERAL INFORMATION**

The OWNER, ALLENTOWN SCHOOL DISTRICT (ASD), is soliciting proposals for special testing and inspection services for the project.

### **1.1 PROJECT SCOPE AND SCHEDULE**

The Project consists of sitework and construction of a New 202,800 SF Pre-K through Grade 8 Academy. The building will house Pre-Kindergarten through 8<sup>th</sup> Grade with 1,200 students for the Allentown School District (ASD). Upon its completion, there will be three (3) operating areas associated with the New School. The first consists of the Shared Use Facilities areas. Within this area there are spaces for Auditorium, Choral, Band, Multipurpose Room, Elementary Gym, Administration, Main Entrance, Innovation Labs, Dining Hall, Kitchen and Library. The second includes all 6<sup>th</sup> to 8<sup>th</sup> grade classroom and learning facilities. And the third is associated with the Pre-K through 5<sup>th</sup> Grade Learning Community. A new Maintenance building will be built along the south end of the property. The project will be located along Northridge Drive and Hanover Ave in Allentown, Pennsylvania.

The Project is to commence in July 2026 and obtain Substantial Completion by June 3, 2028.

### **1.2 TYPES OF CONTRACTS IN PLACE**

The OWNER has entered into an agreement with SitelogIQ (Construction Manager), Breslin Architects (Architectural Engineer), and Barry Isett and Associates (Civil Engineer), for the project. The successful testing and inspection firm will be expected to function as part of this team and will be contracted directly with the OWNER working through SitelogIQ.

An AIA C103 Standard Form of Agreement Between Owner and Consultant agreement shall be executed for a lump sum or possible Not-To-Exceed (NTE) amount between the OWNER and Testing & Inspections services company.

### **1.3 ISSUING OFFICE**

SitelogIQ is issuing this proposal for the Special Testing and Inspection Services that will be contracted through the OWNER. Questions concerning the scope of the project should be submitted in writing, via email to SitelogIQ attention Matt Usenia at [matt.usenia@sitelogiq.com](mailto:matt.usenia@sitelogiq.com). No communications during or after the bid shall be submitted to the OWNER.

### **1.4 SUBMISSIONS**

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 12:00 p.m. on Tuesday, June 9, 2026, to [rfp@allentownsd.org](mailto:rfp@allentownsd.org). Please CC [matt.usenia@sitelogic.com](mailto:matt.usenia@sitelogic.com). All questions must be submitted via email by no later than Friday, June 5, 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](http://www.allentownsd.org/offices/financial-operational-services/bids-and-rfps)

The proposals should include the name of the person, firm or corporation submitting the proposal. Submissions may be reviewed and evaluated by a committee of qualified personnel designated by the OWNER in conjunction with the Architect and SitelogIQ.

### **1.5 RESPONSE DATE**

Electronic proposals must be received by: **12:00 pm, Tuesday, June 9, 2026.**

### **1.6 PROPOSAL AWARD**

The proposal award may be made within one hundred twenty (120) days of opening date.

### **1.7 ADDENDA TO THIS RFP**

Any addenda to this RFP will be issued as detailed in the Instructions to bidders from SitelogIQ by and must be acknowledged as being received on the bid form.

### **2.0 QUALIFICATIONS/OBLIGATIONS/RESPONSIBILITIES**

- A. The OWNER reserves the right to examine submitting firm qualifications and to ask submitting firm to provide additional information or data that the OWNER may require. It is presumed that the submitting firm has thoroughly examined and investigated all plans and documents as well as the site and that his proposal is made with full knowledge and understanding of the conditions of the work.
- B. All submitting firms shall have resident on staff, a registered professional engineer licensed to do work in the state of Pennsylvania.
- C. Testing Laboratory Qualification: Shall have been inspected by a nationally recognized inspection agency, acceptable to Architect/Engineer. Evidence of such inspection and current status shall be provided to Architect/Engineer and Construction Manager. In addition, the approved lab shall document participation in a nationally recognized soils and concrete reference testing program during the twelve (12) months preceding the start of work on this project. Results of reference testing shall indicate an average or above rating for the laboratory to be acceptable.
- D. Provide qualified personnel at site after due notice. Cooperate with Architect/Engineer and Construction Manager in performance of duties.
- E. Perform specified inspections, sampling, and testing in accordance with specifications and specified standards.
- F. Ascertain compliance of materials and mixes with requirement of contract document.
- G. Promptly notify Construction Manager of observed irregularities or non-conformance of work or products.
- H. Testing Agency shall respond having received 24-hour notice from Construction Manager or OWNER.

- I. Provide all equipment needed to make test samples, in addition all equipment is calibrated to manufacturer requirements. Provide for proper storage and curing of test samples. Include curing box(es) for the project site.
- J. Field Technician(s) shall be qualified and prepared to perform asphalt, concrete, mortar, grout, and soil tests in a single day for multiple areas of work as identified in the schedule provided. Field Technicians shall possess at a minimum the following certifications:
  - i. Concrete and Masonry Technicians – ACI Field Technician Level 1
  - ii. Welding and Structural Steel Inspections – AWS Certification
  - iii. Nuclear Density Probe – Training and certification by an agency acceptable to the NRC or other appropriate governing agencyCertifications shall be provided upon request.
- K. Any time over eight (8) hours on site will be charged time and one half. Travel time to and from the jobsite is not to be charged to the project when calculating additional overtime cost.
- L. If more than one (1) testing service is performed on one (1) day the full day rate or half-day rate will prevail with a charge for the additional reports as provided for in the Unit Prices. A maximum of 4 hours can be charged in the event of cancellation of services for any given day.
- M. The Testing Agency shall provide Technician(s) with a minimum of 5 years of experience that will be assigned as the Lead Technician. The Lead Technician will become familiar with the Project and be the Testing Agencies main representative throughout the entire project. The Lead Technician will also be responsible for attending pre-installation meetings and coordination meetings as directed by the Construction Manager.

## 2.1 INSURANCE

Provide insurance as detail in the project general conditions as per spec 007000 – Article 11.

Certificates of Insurance must be provided for the following coverage and will not be canceled or changed during the term of the Testing and Inspection Services without thirty (30) days prior written notice to the OWNER and the Construction Manager. See Exhibit A for additional information and requirements.

- A. General Liability Insurance
- B. Automotive Liability
- C. Employers Liability
- D. Workers Compensation
- E. Excess/ Umbrella
- F. Professional Liability Insurance
  - a. The Consultant shall provide the OWNER with proof of Professional Liability Insurance and shall hold SitelogIQ (Construction Manager), DI Group Architecture (Architectural Engineer), with Barry Isett and Associates (Civil Engineer), Consolidated Engineers (Mechanical, Electrical, Plumbing, Fire Protection Engineers), and Harrison-Hamnet P.C. (Structural Engineers) harmless against claims arising out of the Consultants services to/for

the OWNER. The Consultant's Professional Liability Insurance shall be in the amount not less than \$1,000,000 for each occurrence and 2,000,000 aggregate.

G. Certificate of Insurance

- a. The Consultant shall furnish to the OWNER prior to beginning work on site, also at policy renewal, as requested during the active terms of this Agreement, a Certificate from their Insurance carriers, which shall be an Insurance Company(ies) authorized to do business in the State of Pennsylvania, indicating the existence of the required insurance, the amount of the deductible and full coverage of such insurance, which shall be subject to the approval of the OWNER for adequacy of protection, and as within the limits such carrier may lawfully provide. Include as named insured, the Allentown School District (Owner), SitelogIQ (Construction Manager), DI Group Architecture (Architectural Engineer), with Barry Isett and Associates (Civil Engineer), Consolidated Engineers (Mechanical, Electrical, Plumbing, Fire Protection Engineers), and Harrison-Hamnet P.C. (Structural Engineers).

H. Failure to Comply with Insurance Requirements

- a. During any period in which the Testing and Inspection Agency is not in compliance with the terms of the insurance requirements herein stated, no compensation shall be paid by the OWNER to said Agency.

**2.2 SUBMITTALS**

- A. Submit laboratory name, address, telephone and fax number of the assigned, registered engineer and responsible officer to the Construction Manager. Also, provide a resume for the proposed Lead Technician. Include qualification data to demonstrate their capabilities/experience. Submit this information with your proposal.

**3.0 LIMITS ON TESTING LABORATORY AUTHORITY**

- A. Laboratory may not approve or accept portions of work.
- B. Laboratory may not assume duties of contractor.
- C. Laboratory has no authority to stop work.

**4.0 GENERAL**

- A. These conditions and instructions shall be considered an integral part of all proposals. Any proposals submitted shall be in accordance with the laws of the local municipality, State of Pennsylvania, and applicable Federal regulations.
- B. The reviewing/approval party i.e., the OWNERs School Board, reserves the right to accept or reject any or all proposals received and to waive any irregularities or technicalities in proposals.
- C. No proposal shall be withdrawn for a period of one hundred twenty (120) days subsequent to the opening of the proposals without the consent of the OWNER.
- D. The testing agency will be reporting directly to the Owner and the Construction Manager (SitelogIQ). All written correspondence and reports shall be submitted via Procore. Daily

Field Reports shall be prepared immediately following the day's work and shall be distributed to all parties within 24 hours via Procore.

- E. Daily slips must be signed by Construction Manager (SiteLogIQ) indicating time and each test provided for that day. Monthly invoice shall be submitted to Construction Manager, with copies of daily slips relating to that specific invoice. Complete accounting, indicating consecutive billing from beginning to end, will be required on a monthly basis. Invoices are due by the 25<sup>th</sup> of the month sent electronically to the Construction Manager for review and sign-off. Once approved, the invoice will be sent to the Owner for processing. Payment should be expected on or about 45 days following submission of invoice, pending Construction Manager approval process.

## **5.0 TESTING AND INSPECTION SERVICES SCOPE OF WORK**

- A. The work of this package consists of testing in the following Specification Sections. Unless specifically noted, all testing work to be performed shall consist of providing all labor, material, equipment, and supervision and whatever is necessary to complete the work in accordance with the Contract Documents and applicable codes.
- B. Specification Sections and drawing notes:
  - a. General Civil, Architectural and Structural notes issued with and on the drawings for each area of work.
  - b. Specification Sections as required for each area of work in the following Divisions:
    - i. Division 3 – Concrete
    - ii. Division 4 – Masonry
    - iii. Division 5 – Steel
    - iv. Division 31 – Earthwork
    - v. Division 32– Exterior Improvements
    - vi. Division 33 – Utilities
  - c. The mention of the above Divisions does not alleviate the Testing Agency of any requirements of other Divisions or of the General Requirements of the Project documents. The Division is provided; each proposing firm must read the appropriate sections in each Division.
- C. Narrative Description of Testing Package: The work of this Contract shall include but not be limited to the following items:
  - a. Coordinate testing with the Construction Manager.
  - b. In the event that access is not provided by the Contractors, the Testing Agency shall provide all hoisting, ramps, etc., as required to do your work.
  - c. Provide safety and protection of persons and property per OSHA, federal, state, and local requirements. Follow all site requirements noted in the Safety specification section 013500 of the project documents.
  - d. Provide testing of the following as specified in each individual section by the Owner and as

described in the Quality Requirements specification section 014000:

- i. Earthwork, Subgrade preparation
  - ii. Compaction testing
  - iii. Reinforcement
  - iv. Cast-in-Place Concrete (foundations & walls, site walls, slab on grade/deck, rebar, curbs, ramps, paving surfaces, gutter, sidewalk, light pole bases, site accessories (gates, flagpoles, bollards, playground eqpt & signage))
  - v. Asphalt Paving
  - vi. Masonry Mortar
  - vii. Masonry Grout
  - viii. Masonry Prisms
  - ix. Structural Steel
  - x. Cold Metal Form Framing
- e. All employees on site must have an approved Act 34 Employee Background Check, Criminal History Report and Act 151, Child Abuse Protection Act Clearance, Conviction & Arrest Form, and a copy of the driver's license (or state issued identification). The background clearance documentation as per spec 002110 must be submitted to the Construction Manager prior to arrival on site.
- f. Refer to the Instructions to Bidders section of the specifications for additional information and requirements for submission of proposals.
- g. Procure will be used to house all project documentation. The Testing & Inspection company shall upload all reports and inspections to this medium at the designated location. All inspections **MUST** be uploaded on a weekly basis and reports **MUST** be uploaded with 24 hours of test being performed. There is no fee to access the system as SitelogIQ will provide access to the project. All documentation related to the project is included within Procure and the inspection company can access all drawings, specifications, RFIs and submittals for the project.
- h. Provide soil Analysis reports as per spec 329200-1.6C.
- i. Asphalt cores shall be taken only at the request of the Construction Manager, final quantity and locations are to be field determined. All asphalt cores are being tested to confirm thickness and specific gravity.
- j. Testing Agency shall plan on taking four (4) cylinders of concrete for each set of concrete tests {1 for 7-day, 2 for 28-day, 1 for 56-day} as per spec 033000.
- k. Testing Agency shall plan on taking prisms for masonry and cubes for grout (as per spec 042000). In addition, all field inspections shall be performed as noted in spec 042100.
- l. All reinforcement shall be checked for type & placement within the structure as per the Project documents (masonry & concrete floors/walls).
- m. Masonry work will be monitored including placement of walls, misc. steel, and grout, including all testing required.

- n. All earthwork involving the site will be inspected, including but not limited to earthwork, backfill, subgrade preparation, foundation evaluation, soil compaction at the building site and pavement areas including any flowable fill.
  - o. All earthwork involving underground utilities will be inspected, including stormwater, sanitary, water, fire protection, gas, and electric (lighting, power, and data).
  - p. All structural steel shall be checked, including welds, torque of bolts, decking, and steel studs. Refer to the notes on the Structural drawings.
  - q. Structural stud framing shall be checked, including anchors, clips, and attachment as per spec 054000.
  - r. All spray fireproofing shall be checked for thickness and density. Refer to the documents for requirements.
  - s. All site work shall be performed in accordance with the latest PennDOT publication 408 standards.
  - t. Provide all testing & inspections for the segmental block retaining wall as per the specifications and manufacturers' requirements for installation.
  - u. All travel time for the collection and transportation of cylinders, prisms, and cubes for testing, including storage at the Testing Agency location shall be included as part of the unit rate.
  - v. Testing Agency shall complete and submit all special testing forms as required by the local municipality during construction and for final occupancy permit.
- D. Additional Information: Refer to the table of contents (Drawings & Specifications) issued with the main project that has all applicable information for the project for reference purposes.

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**END THIS SECTION**

**Exhibit A**  
**PROPOSAL FORM**  
**FOR**  
**ALLENTOWN SCHOOL DISTRICT**  
  
K-8 ACADEMY  
  
PROJECT

**TESTING AND INSPECTION SERVICES**

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

(Firm to insert date Proposal submitted)

Firm Submitting: (Company Name) \_\_\_\_\_

(Address) \_\_\_\_\_

(Telephone) \_\_\_\_\_

Contact Person: \_\_\_\_\_

Gentlemen:

This proposal is submitted in accordance with your Invitation requesting that proposals to be received for Testing and Inspection Services for the Allentown School District in Allentown, PA.

Having carefully examined the Contract Documents (including the Addenda enumerated in the proposal, which are incorporated herein by reference) and being familiar with the Specifications, indicating various conditions affecting this Contract, the undersigned herein agrees to furnish all materials, perform all labor and do all else necessary to complete the testing and inspection services for the above-named project in accordance with Base Proposal and Unit Prices per this Proposal Form.

Please Note Addenda to the RFP that were received and included with the proposal:

Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____
Addendum No.:	_____	Date:	_____

- Include the submittal information noted in section 2.2 of the RFP as an attachment.
- Include a Sample Insurance Certificate.

**PROPOSAL FORM  
BASE PROPOSAL**

**SAMPLE PROPOSAL FORM FOR EVALUATION OF PROPOSALS ONLY**

Base proposal, utilizing proposal unit prices shall include:

1. Asphalt Paving Core Tests (10 cores)	\$	_____
2. Asphalt Paving Observation (80 hours)	\$	_____
3. Rebar Inspections (120 hours)	\$	_____
4. Steel Inspections (200 hours)	\$	_____
5. Fireproofing Inspections (60 hours)	\$	_____
6. Masonry Inspections (120 hours)	\$	_____
7. Technician time for testing and visual inspections (soils) – (1,000 hours)	\$	_____
8. Modified Proctors (Qty = 6)	\$	_____
9. Foundation Bearing Tests (20 tests)	\$	_____
10. Concrete Cast in Place Test (150 tests of 4 cylinders each)	\$	_____
11. 15 Mortar Cubes and Breaks (10 sets of 3)	\$	_____
12. 15 Grout Cubes and Breaks (10 sets of 3)	\$	_____
13. 9 Masonry Prisms (6 sets of 3)	\$	_____
14. Topsoil Analysis Reports (Qty=5)	\$	_____
15. All associated reporting of above from a licensed engineer (based on 40 hours)	\$	_____
 Total Base Proposal	\$	_____

**HOURLY RATES / UNIT PRICES**

Rates shall be all inclusive, i.e., fringe benefits, travel time, travel expenses, mark-up, tools, equipment, reporting, etc. Unit Prices and hourly rates are presented as Add/Deduct for adjustment of the Base Proposal to account for actual quantities. Unit prices as provided below shall be used to calculate base proposal.

1.	On site services: Includes observation and documentation of all fill and backfill placement and compaction, asphalt paving placement, subgrade preparation and footing excavations; including related field tests (labor) in accordance with the specifications (per hour)	\$	Straight
		\$	Over-Time
		\$	Weekends
2.	On site services: Includes observation and documentation of concrete placement in accordance with the project drawings and specifications ACI requirements, including required field tests (slump, air content, temperature, etc.) and sampling (using an ACI-Certified Tech. per hr.)	\$	Straight
		\$	Over-Time
		\$	Weekends
3.	On site services: Include observation and documentation of all masonry placement, mortar, grout, and rebar placement in accordance with the project documents. (Per hr.)	\$	Straight
		\$	Over-Time
		\$	Weekends
4.	On site services: Include observation and documentation of steel placement and weld inspections as per the project documents for joist, deck & structural steel; plus, bolts & shear studs (Per Hr.)	\$	Straight
		\$	Over-Time
		\$	Weekends

1. Proctors on soils – each proctor (standard) \$ \_\_\_\_\_ per each  
(modified) \$ \_\_\_\_\_ per each
2. Breaking cylinders (per cylinder) \$ \_\_\_\_\_ per cylinder
3. Cost of molds (per each) \$ \_\_\_\_\_ per each
4. Concrete F/L testing (ASTM 1155) \$ \_\_\_\_\_ per test
5. Mortar cubes for compressive strength (ASTM C780) \$ \_\_\_\_\_ per set of 3 molds
6. Grout prisms for compressive strength (ASTM C1019) \$ \_\_\_\_\_ per set of 3 molds
7. Masonry prism for compressive strength (ASTM C1314) \$ \_\_\_\_\_ per set of 3 molds
8. Take asphalt cores \$ \_\_\_\_\_ per hour
9. Testing of bituminous paving (core test) \$ \_\_\_\_\_ per core
10. Certified engineer provisions \$ \_\_\_\_\_ per hour
11. Half-Day rate \$ \_\_\_\_\_ 1/2 day
12. Full-Day rate \$ \_\_\_\_\_ Full day
13. Topsoil Analysis Report \$ \_\_\_\_\_ per report

The undersigned hereby certifies that this Proposal is genuine and not shame or collusive or made in the interest of or in behalf of any person, firm or corporation not herein named and that the undersigned has not directly or indirectly inducted or solicited any firm to refrain from submitting a proposal and that the undersigned has not in any manner sought by collusion to secure for himself any advantages over any other firm.

The undersigned, intending to be legally bound, agrees that this Proposal shall be irrevocable and shall remain subject to your acceptance for one hundred twenty (120) days after date set for proposal opening, except as provided by Act 317 of 1978, approved November 16, 1978, which provided for possible extension of the holding period.

No changes to this or any other document shall be considered or accepted after bids are received or after the Contract is issued.

Proposals shall be officially signed in accordance with Instructions to Bidders, using applicable portions of Signature Pages.

**SIGNATURES**

**IN WITNESS WHEREOF**, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

**Individual Bidder**

\_\_\_\_\_  
Witness

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

Trading and doing business as \*

Business Address

\* If fictitious or trade name is employed in conduct of business, insert name and complete address, as appropriate, by deletion, the following statement: Foregoing fictitious or trade name (has) (has not) been registered as a (Partnership) (Individual) under Pennsylvania law.

**IN WITNESS WHEREOF**, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

**Partnership Bidder**

(Name of Partnership) \*

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Partner)

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
(Partner)

Business Address

The partners' constitution of the Partnership herein named are:

\_\_\_\_\_ (Partner)  
Address

\_\_\_\_\_ (Partner)  
Address

\* If fictitious or trade name is employed in conduct of business, insert name and complete address, as appropriate, by deletion, the following statement: Foregoing fictitious or trade name (has) (has not) been registered as a (Partnership) (Individual) under Pennsylvania law.

**IN WITNESS WHEREOF**, the undersigned has caused this Proposal to be executed as of the day and year indicated on the first page hereof.

**Corporation Bidder**

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

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

Attest: \_\_\_\_\_ (Secretary)

Business Address

\_\_\_\_\_

OR (If appropriate)

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

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

By: \_\_\_\_\_ (Witness)

Business Address

\_\_\_\_\_

\*\* (1) Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under Laws of the \_\_\_\_\_

(2) If Corporation has been organized under laws other than those of the Commonwealth of Pennsylvania, complete, as appropriate, by deletion, the following statement:

The Corporation (has) (has not) been granted a Certificate of Authority to do business in the Commonwealth of Pennsylvania under applicable laws.

\*\*\* Attach appropriate proof, dated as of the date of the Proposal, evidencing authority to execute on behalf of the Corporation in accordance with requirements of the Contract Documents.

**Exhibit B**  
**Allentown School District – Request for Proposal for Architectural Services**

**INDEMNIFICATION AND INSURANCE REQUIREMENTS**

**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 from 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 C**  
**Allentown School District – Request for Proposal for Architectural 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**

## **Exhibit D**

### **Allentown School District – Request for Proposal for Architectural Services**

#### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti Bid-Rigging Act, 62 Pa.C.S.A. § 4501 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. The member, officer or employee of the bidder who makes the final decision on prices must execute this Non-Collusion Affidavit and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids is unlawful and may be subject to criminal prosecution. The person who signed the affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the Bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**NON-COLLUSION AFFIDAVIT**

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

County of \_\_\_\_\_ :S.S.

I state that I am \_\_\_\_\_(Title) of \_\_\_\_\_(Name of my 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 bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
5. \_\_\_\_\_, 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 The Allentown School District in awarding the contract(s) for which this bid is submitted. I understand that my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Allentown School District of the true facts relating to the submission for this contract.

SWORN TO AND  
SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_DAY

\_\_\_\_\_  
(Names and Company Position)

of \_\_\_\_\_, 20 \_\_\_\_.

My Commission Expires:

\_\_\_\_\_  
Notary Public

\_\_\_\_\_

**Exhibit E**  
**Allentown School District – Request for Proposal for Architectural Services**

**IRAN DIVESTMENT ACT CERTIFICATION**

The undersigned hereby certifies that:

1. The proposer is not engaged in investment activities in Iran as defined under the Pennsylvania Iran Divestment Act of 2014.
2. The proposer is not listed on the Pennsylvania Department of General Services Iran Divestment List.
3. The proposer understands that providing false certification may result in termination of any contract awarded and may subject the proposer to legal penalties.

**Firm Name:** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

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

**Signature:** \_\_\_\_\_

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

**Exhibit F**  
**Allentown School District – Request for Proposal for Architectural Services**

**DEBARMENT & SUSPENSION CERTIFICATION**

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

- 1. Neither the proposer nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in public contracts by any federal or state agency.
- 2. The proposer will notify the School District immediately if its status changes.
- 3. Any contract awarded may be terminated for cause if this certification is found to be false.

**Firm Name:** \_\_\_\_\_

**Authorized Signatory:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Exhibit G**  
**Allentown School District – Request for Proposal for Architectural Services**

**CERTIFICATE OF CORPORATE AUTHORITY**

I, \_\_\_\_\_, Secretary of

\_\_\_\_\_ (Firm), certify that:

1. The Board of Directors has authorized \_\_\_\_\_  
(Name and Title) to execute proposals, contracts, and related documents on behalf of the firm.
2. This authorization remains in effect until revoked in writing by the firm.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal this

\_\_\_\_\_ day of \_\_\_\_\_,  
**2026.**

**Signature of Corporate Secretary:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

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

**Corporate Seal (if applicable)**

**Exhibit H**  
**Allentown School District – Request for Proposal for Architectural Services**

**VENDOR INFORMATION SHEET**

Legal Firm Name: \_\_\_\_\_

DBA (if applicable): \_\_\_\_\_

Federal Tax ID (EIN): \_\_\_\_\_

Business Address: \_\_\_\_\_

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

Primary Contact Person: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Attachments (check all included):**

W-9

Certificate of Insurance

Proof of PA Business Registration

Other: \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

**Exhibit I**  
**Allentown School District – Request for Proposal for Architectural Services**

**EEO / NON-DISCRIMINATION COMPLIANCE STATEMENT**

The proposer certifies compliance with all applicable federal and state non-discrimination laws, including but not limited to:

- Pennsylvania Human Relations Act
- Title VI and Title VII of the Civil Rights Act
- ADA and Section 504
- Equal Employment Opportunity requirements
- All other applicable equal opportunity statutes

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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

**Exhibit J**  
**Allentown School District – Request for Proposal for Architectural Services**

**ADDENDA ACKNOWLEDGMENT FORM**

The proposer acknowledges receipt of the following addenda to the RFP:

- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_
- Addendum No. \_\_\_\_\_ Date: \_\_\_\_\_

**Firm Name:** \_\_\_\_\_

**Authorized Signature:** \_\_\_\_\_

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