



Request for Proposal (RFP)
For
Architectural/Engineering Design
Services
Proposal #2021-01

Issued by:
Kane Area School District
Todd R. Fitch – Facilities Manager

*Proposals must be submitted
no later than 2 PM 12/22/21 to:*

*Kane Area School District
Attn: Todd R. Fitch
400 West Hemlock Ave.
Kane, Pa. 16735*

LATE PROPOSALS WILL BE REJECTED
There will not be a public opening for this proposal

For further information regarding this RFP contact:
Todd R. Fitch
Phone: (814) 837-9570 x 1221
Email: tfitch@kasd.net

Issued: 11/23/21

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1. General Information

1.1. Introduction

The purpose of this document is to provide interested parties with information to enable them to prepare and submit a proposal for architectural/engineering design services for the Kane Area School District. The School District's project consists of the Renovation of the High School Nurse's Suite (ADA Compliance & New HVAC Installation), Natatorium HVAC/Dectron Unit Replacement, Renovation of the Vo-Ag Restrooms (ADA Compliance) and Renovation/Expansion of the Family Consumer Science Classroom. Services include architectural/engineering design, consulting promotion services and to represent the School Districts interests during the concept validation, schematic design, design development, construction documents, bidding, construction and close out phase all in accordance with (UG) Uniform Guidance guidelines/specifications.

The Kane Area School District intends to use the results of this Request for Proposal (RFP) to award a contract for the above listed project. The contract administrator will be determined at the time of the contract award. Retain a copy of these proposal documents for your files. Should you receive an award, these documents become your contract terms and conditions.

1.2. Definitions

The following definitions are used throughout the RFP:

A/E means Architectural/Engineering.

KASD means the Kane Area School District

Proposer/Vendor/Bidder means a company or individual submitting a proposal in response to this RFP.

RFP means Request for Proposal.

Firm means the company for which the Architectural/Engineer works for.

State means the State of Pennsylvania.

1.3. Scope

1.3.1. Project Description

KASD is requesting proposals from A/E Firms for the anticipated work listed above. The goal of the KASD is to receive the highest level of quality that aligns with its needs at the lowest reasonable price from an experienced and qualified firm, that can ensure the projects timely completion.

1.3.2. Objective/Needs

KASD is seeking an A/E Firm to represent the school district in all aspects of the design from a qualified professional A/E Firm to provide A/E design services, consulting, promotion services and to represent the school districts interests during the concept validation, schematic design, design development, construction documents, bidding, construction, and close out phases in accordance with (UG) Uniform Guidance guidelines/specifications. The High School projects are to include the Renovation of the High School Nurse's Suite (ADA Compliance & New HVAC Installation), Natatorium HVAC/Dectron Unit Replacement, Renovation of the Vo-Ag Restrooms (ADA Compliance) and Renovation/Expansion of the Family Consumer Science Classroom.

1.3.3. Current Operations

The concept development for this project has been completed. A Facilities Study and Conceptual Drawings have been completed. The drawings are only conceptual and the A/E for this project will validate the drawings with the help of a KASD representative prior to proceeding to the design phase.

1.3.4. Clarifications and/or Revisions to this RFP

KASD Representatives are the sole points of contact during the selection process. Contact with anyone else involved with this process without the prior authorization of the KASD may result in the disqualification of your proposal. Proposers are expected to raise any questions, noted errors, discrepancies, ambiguities, exceptions, additions, or deficiencies they have concerning this proposal **in writing through email by end of day on 12/15/21 to:**

Todd Fitch (Facilities Manager), email: tfitch@kasd.net

Jessica Gabriel (Business Manager), email: jgabriel@kasd.net

If a proposer discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this proposal after the above date, they shall immediately notify the above-named individuals of such error and request modification or clarification of the proposal document before the proposal opening date.

If the proposer fails to notify KASD prior to the proposal due date of any condition stated above that reasonably should have been known to the proposer, and if a contract is awarded to that proposer, the proposer shall not be entitled to additional compensation or time by reason of the error or its correction.

Revisions to this request for proposal or answers to questions will be made only by an official written addendum issued by a KASD Representative.

1.4. Calendar of Events

Listed below are specific and estimated dates and times of actions related to this RFP. The actions with specific dates must be completed as indicated unless otherwise changed by KASD. In the event KASD finds it necessary to change any of the specific dates/times, it will do so by issuing addenda to this RFP. There may or may not be a formal notification issued for changes of the estimated dates and times.

<u>Date:</u>	<u>Event:</u>
11/23/21	RFP Issuance Date
12/15/21	Last day for submitting written questions
12/22/21	Proposals due at or before 2:00 p.m.
1/5/22	Interviews/Presentations (estimated date if needed)
1/10/22	Notification of intent to award sent to proposers (estimated)
1/14/22	Contract Award Date
1/15/22	Contract Start Date



1.5. Contract and Contract Terms

The contract between the Firm and KASD shall be developed from the AIA Document B101-2017, Standard form of Agreement between Owner and Architect. The Firm shall submit its proposed contract to KASD as a part of its proposal. The proposed contract is to be consistent with terms and conditions of this RFP, and because KASD intends to use federal grant funds (ESSER funds) for the project, the proposed contract is to contain all necessary provisions to be in compliance with the Uniform Grant Guidance (UGG) and any other requirements applicable procurement with federal grant dollars. The final terms and conditions of the contract shall be negotiated by the Firm and KASD and approved by the KASD Board of Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

2. Preparing and Submitting a Proposal

2.1. General Instructions

The evaluation and selection of an A/E Design Firm will be based on the information submitted in the proposal plus references and any required on-site visits, interviews/presentations, or demonstrations. Proposers should respond clearly and completely to all requirements.

2.2. Incurring Costs

KASD is not liable for any cost incurred by proposers in replying to this RFP.

2.3. Submitting Proposals

Proposers must submit, in a sealed package, One original completed RFP, PLUS 2 identical copies of all materials required for acceptance of their proposal on or before 2:00 p.m. on 12/22/21 to:

Kane Area School District
Attn: Todd Fitch
400 West Hemlock Ave.
Kane, Pa. 16735

All proposals must be received by the KASD by the stated time. Late proposals will not be accepted. Receipt of the proposal by the U.S. Mail System does not constitute receipt of the proposal by the School District.

The School District does not accept facsimile machine or email submitted proposals. All proposals must be packaged, sealed, and show the following information on the outside of the package:

Proposer's Name and Address
Request for Proposal Title
Request for Proposal Number
Proposal Due Date

COST PROPOSAL: Submit Original Cost Proposal plus one (1) identical copy in a separate sealed envelope, labeled Attachment D Cost Proposal and submit within the proposal package. The outside of the envelope should also include the name of proposer.

2.4. Proposal Organization and Format

Proposal should be typed and submitted on 8.5 by 11-inch paper and bound securely with page numbers clearly indicated. Proposers responding to this RFP must comply with the following format requirements:

Tab 1 – Cover Letter, RFP Signature Pages: Include here any cover letter, Attachment A – RFP Signature and Authority Affidavit Form, any addenda signature pages, and Attachment C – Designation of Confidential & Proprietary Information Form.

The Signature and Authority Affidavit submitted in response to this RFP must be signed by the person in the Proposer's organization who is responsible for the decision as to the prices being offered or by a person who has been authorized in writing to act as agent for the person responsible for the decision on prices and services. Failure to provide this form/information with your bid submittal may disqualify your proposal.

Tab 2 – Response to Proposer Information and Solutions: Responses to the requirements in the proposer information and solutions must be in the same sequence and numbered as they appear in this RFP. Include the completed Attachment B – References in this section.

Separate Envelope – Cost Proposal – Attachment D: Provide cost information as detailed in Section 6 in this RFP. All costs, as requested, for furnishing the service(s) requested must be included in this proposal. The cost proposal must NOT be listed in any other part of the proposal response.

2.5. Multiple Proposals

Multiple proposals from a proposer will be permissible; however, each proposal must conform fully to the requirements for proposal submission. Each such proposal must be separately submitted and labeled as Proposal #1, Proposal #2, etc. on each page included in the response.

2.6. Withdrawal of Proposals

Proposals shall be irrevocable until contract award unless the proposal is withdrawn. Proposers may withdraw a proposal, in writing, at any time up to the proposal due date and time or upon expiration of 90 days after the due date and time. The written withdrawal notice must be received by the KASD. The notice must be signed by an authorized representative of the proposer. If a previously submitted proposal is withdrawn before the proposal due date and time, the proposer may submit another proposal at any time up to the proposal due date & time.

2.7. Submission of any Proposals

By the submission of any proposal, the proposer agrees that in the event its proposal is rejected by KASD for any reason and such rejection is contested by the proposer through the commencement of legal proceedings, whether in law or in equity, KASD shall be entitled to an award of reasonable attorney fees and costs if KASD rejection of the proposal is upheld, affirmed or otherwise not set aside.

3. Proposal Selection and Award Process

3.1. Evaluation Committee

The evaluation committee will consist of KASD Administrators who have been selected because of their special expertise and knowledge of service(s) that are subject of this RFP. Proposers may not contact members of the evaluation committee except at the request of the KASD.

3.2. Preliminary Evaluation

The proposals will be initially reviewed to determine if mandatory requirements are met. Failure to meet mandatory requirements shall result in the proposal being rejected. In the event that all proposers do not meet one or more of the mandatory requirements, the KASD reserves the right to continue the evaluation of the proposals that most closely meet the mandatory requirements of this RFP.

3.3. Rights to Reject Proposals

The KASD reserves the right to reject any and all proposals in full and/or in part, waive any informalities, issue subsequent RFP's, cancel the entire RFP, remedy technical errors in the RFP process, and seek assistance in the evaluation process.

3.4. Proposal Scoring

Accepted proposals will be reviewed by an evaluation committee and scored against the stated criteria. The committee may review references, request interviews/presentations, conduct demonstrations and/or conduct on site visits. The resulting information will be used to score the proposals. The evaluation committee's scoring will be tabulated, and proposals ranked based on the numerical scores received.

3.5. Evaluation Criteria

The proposals will be scored using the following criteria:

<u>Description:</u>	<u>Points:</u>
Organization Capabilities	100
Staff Qualifications	100
Proposer Solutions	600
Cost Proposal	<u>200</u>
Total:	1,000

3.6. Interviews/Presentation and/or Site Visits

Top scoring proposers, based on the evaluation of the written proposal, may be required to have interviews/presentations to support and clarify their proposals if requested by KASD.

3.7. Final Evaluation

Upon completion of any interviews, presentations and/or demonstrations by proposers, the KASD evaluation team will review their evaluations and make adjustments to the scores based on the information obtained in the interview, presentation, demonstration and any other pertinent proposer information.

3.8. Award and Final Offers

Award will be granted in one of two ways. The award may be granted to the highest scoring responsive and responsible proposer after the original evaluation process is complete.

3.9. Notification of Intent to Award

All proposers who respond to this RFP will be notified in writing of the KASD's intent to award the contract(s) as a result of this RFP. Submitted proposals must remain open and will be deemed to be open and subject to acceptance by KASD for sixty (60) days following the submission date.

3.10. Appeals Process

Notices of intent to protest and protests must be made in writing. Protestors should make their protests as specific as possible and should identify provisions that are alleged to have been violated.

3.11. Negotiate Contract Terms

KASD reserves the right to negotiate the terms of the contract, including the award amount, and/or refinement of the scope or work with the selected proposer prior to entering into a contract. If contract negotiations cannot be concluded successfully with the highest scoring proposer, KASD may negotiate a contract with the next highest scoring proposer. Pursuant to Section 1.5. of this RFP, the final terms and conditions of the Contract must be approved by KASD Board of Directors at a public meeting held in compliance with the Pennsylvania Sunshine Act.

4. Requirements

4.1. Contract Requirements

The awarded A/E firm needs to demonstrate their experience in dealing with moderate and complex School District projects. The A/E firm is expected to fulfill the following contract requirements.

4.1.1. Validation of Completed Concept Documents:

The concept development and drawings for this project have been completed. This includes a Facilities Study and Conceptual Drawings. These are only conceptual and the A/E for this project will validate this concept with the help of the KASD representative prior to preceding to the schematic design phase.

4.1.2. Schematic Design:

- Complete necessary site surveys. CAD files may be available upon request.
- Complete code study.
- Review existing work, reports and studies completed to date.
- Evaluate primary bldg. materials and develop options to stay within project budget.
- Prepare a schematic design for the Project.

- Evaluate different building systems relative to long-term operational costs and life cycle costs such as lighting, heating & cooling systems.
- Coordinate with the KASD staff and administration.
- Complete Schematic Design Documents for review and approval that meets the intended design, schedule and budget.

4.1.3. Design Development:

Based on reviewed and approved schematic design, prepare detail design documents (drawings and other documents) that include:

- Plans, sections, elevations, typical construction details.
- Diagrams or layouts of the building systems along with efficiency calculations.
- Establishment of the architectural, structural, mechanical & electrical systems.
- Specifications that outline types and quality of materials and system types.
- Review and confirm that the current ADA rules and code requirements are incorporated into the renovated building and site plans.
- Take into consideration the possibility of the future expansion.

Meet with staff or committee members to review preliminary and final design.

Work with the KASD representative to provide an evaluation of utilizing comprehensive bid packages based on the project schedule, budget and available resources.

Complete Design Development Documents for review and approval that meets the intent of the design, schedule and budget.

4.1.4. Construction Documents:

Based on the KASD's review and approval of the Final Design, prepare construction documents consisting of Drawings & Specifications to be used for public bidding. To achieve the project goals, "bid packages" may be utilized with different project schedules. Work with KASD to develop an independent cost analysis before project bidding occurs to comply with Federal procurement requirements.

4.1.5. Public Bidding:

Following the approval of the Construction Documents, the Architect shall assist the KASD in obtaining competitive bids, confirming responsiveness of bids, determining the successful bid, recommending for contract award to the KASD and preparing contracts for construction.

Construction Schedule:

In consultation with all parties, the A/E Firm will give input to the construction schedule that meets the needs of the KASD for inclusion in the contract documents.

Develop Contractor and Supplier Interest:

The A/E will assist the KASD Representative in identifying potential contractors, suppliers and develop their interest in bidding the project to ensure a competitive bidding environment.

Establish Bidding Procedures:

The A/E will assist the KASD Representative in establishing and implementing procedures for the bidding process including the distribution of bid documents, the issuance of addenda, the holding of pre-bid conferences, the receipts of bids and the bidding schedule.

Distribute Bid Documents:

The A/E will assist the KASD Representative with the distribution of all bid documents to contractors, including small and minority businesses, women's business enterprises and labor surplus area firms and maintain accurate records of distribution activities.

Conduct Pre-Bid Conferences:

The A/E in consultation with the KASD Representative will assist in scheduling, organizing, and conducting pre-bid conferences in a manner consistent with the bid schedule.

Evaluate Bids:

The A/E in consultation with the KASD Representative will assist in evaluating all bids.

Prepare Construction Contracts:

The A/E in consultation with the KASD Representative will assist in the preparation and coordination of all construction contract documents.

The A/E shall consider requests for substitution and, following the review with the KASD Representative prepare and distribute addenda identifying approved substitutions to all prospective bidders.

4.1.6. Construction Phase:

Meetings/Pre-Construction Conferences:

The A/E in consultation with the KASD Representative will organize and conduct all meetings with contractors and consultants. The meeting shall include a review of project management, project schedule and project procedures.

Process Construction Documents:

The A/E in consultation with the KASD Representative will establish and implement procedures for processing and approving shop drawings, product data, samples, and other submittals from the contractors (e.g., including contracts, specifications, schedules, correspondence, meeting minutes, catalog data, directives, change orders, etc.). In addition the KASD Representative will coordinate the processing and approval of all submittals with the A/E. The KASD Representative will establish and maintain a submittal log to ensure contractor compliance with the contract documents.

Project Coordination:

The A/E will assist the KASD Representative in providing administration, management and related services necessary to coordinate the construction activities of the contractors with each other

Monitor Construction Progress:

The A/E will assist the KASD Representative in observing construction progress and report deviations from the schedule that might delay project completion. The A/E will assist the KASD Representative with consulting with contractors to develop and implement corrective actions necessary to meet the project schedule.

Control Construction Quality:

The A/E will assist the KASD Representative to monitor and inspect all work in progress to ensure the quality of the work and compliance with the contract documents. The A/E will coordinate with the KASD Representative to document and report all deficiencies and make recommendations for corrective actions.

Process Applications for Payment:

The KASD Representative, in accordance with the A/E, will develop and implement a procedure for the review and processing of contractor payment applications.

Project Meetings:

The A/E will participate in meetings with the KASD Representative and conduct meetings as necessary at the job site to discuss job progress, problem resolution, and decision making. The KASD Representative will prepare and distribute accurate meeting minutes in a timely manner.

Process Change Orders:

The KASD Representative in consultation with the A/E will develop and implement a system for review and processing of change orders.

Coordinate Inspections and Testing:

The KASD Representative in consultation with the A/E will coordinate the selection of independent inspection and testing agencies, review inspection and testing reports and make recommendations regarding the results of inspections/testing activities.

Quality Control:

The A/E shall keep the KASD Representative reasonably informed about the progress and quality of the portion of the work completed and report to the KASD Representative any know deviations from the Contract Documents and from the most recent construction schedule submitted by the contractor, and any defects and deficiencies observed in the work.

4.1.7. Close-Out Phase:

Develop Close-Out Program:

The KASD Representative in consultation with the A/E will develop a detailed program of close-out activities in compliance with the contract documents. The program will include a close-out schedule, inspections, testing, start-up procedures, warranty processing and occupancy.

Verify Substantial and Final Inspections:

The KASD Representative in consultation with the A/E will verify substantial completion and final inspections. The KASD Representative will assist the A/E in the preparation of a list of deficiencies (punch list) and will coordinate all correction action by contractors.

Coordinate Construction Close-Out:

The A/E will assist the KASD Representative to coordinate close-out activities including the completion of deficiencies, submittal of close-out documents, resolution of change orders and recommendation for payment of retainage.

Certificates:

The A/E, upon completion of the project will be responsible for certifying that to the best of their professional knowledge, the building conforms to the approved plans, specifications and shop drawings.

4.1.8. Subcontractors:

The A/E shall be responsible for Contract performance when subcontractors are used. However, when subcontractors are used, they must abide by all terms and conditions of the contract. If subcontractors are to be used, the A/E must notify the KASD Representative prior to subcontractor work. The A/E must clearly explain their participation. The KASD must approve of all subcontractors prior to work.

4.1.9. Insurance Requirements:

The A/E shall carry at it's sole expense and provide evidence of insurance coverage listed below to protect itself and the KASD from and against liability, loss, damage, expense, cost (including without limitation to litigation and court costs and attorneys fees) arising out of or in connection with the performance of any work performed in accordance with the specifications of any related documents whether such work is performed by the A/E or any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whose acts any of them may be liable. Coverage must be written with insurance companies licensed in the state of Pennsylvania and shall have at least an A-rating. All policies shall provide a thirty (30) day advance notice of cancellation to the KASD.

- Workers Compensation: Coverage A: Statutory Coverage B:
- Employers Liability:
- Bodily injury by accident \$100,000/person bodily injury by disease \$100,000/person
- Bodily injury by disease \$500,000 aggregate
- All states and voluntary compensation endorsements

Commercial General Liability:

- Limits of Liability: \$1,000,000 each occurrence
- \$2,000,000 general aggregate
- \$2,000,000 products/completed operations aggregate

Auto Liability:

- Limits of Liability: \$1,000,000 each accident

Excess (Umbrella) Liability:

- The requirement that an Umbrella Policy shall be no less than \$1,000,000



Professional Liability:

- \$2,000,000 each occurrence

Coverage:

- KASD shall be named as an additional insured
- Certificates of insurance shall be presented to the KASD for approval before the successful A/E, its agents and/or employees commence any work whatsoever pursuant to the contract

5. Proposer Information and Solutions

Submit response under Tab 2 of Proposal – see section 2.4 for proposal submittal format.

5.1. Organization Capabilities

Describe the organization/company's experience and capabilities providing similar services to those required. Be specific and detail no more than three projects/contracts: description or work, dates, locations, challenges and results. (100 points)

5.2. Staff Qualifications

Provide a list of all individuals, including consultants, to be involved in the project and a brief description of their role and qualifications. Please indicate how this design team will be managed and identify the main contact person at the firm. Provide a synopsis describing the educational/work experience for each of the key staff who will be assigned to the project. (100 points)

5.3. Proposer Solutions (600 points broken down as indicated below)

5.3.1. Describe your experience in providing A/E services to School Districts for similar size renovation projects. (100 points)

5.3.2. Detail your firm's understanding of the challenges and barriers for a federally funded project like this and proposed approach to overcoming these barriers. (75 points)

5.3.3. Identify potential risk factors and methods for dealing with these factors. (50 points)

5.3.4. Program delivery – estimated work plan and timetable. Outline the tasks your firm proposes to accomplish throughout the life of the contract. Provide an estimated schedule and timeline for each task. (50 points)

5.3.5. Detail how you will exceed proposal requirements. (50 points)

5.3.6. Describe value-added solutions. (50 points)

5.3.7. Outline the process the firm will use in each of the aforementioned three Phases in the Scope of Services section. Please provide evidence of ability to work within tight time constraints and contentious situations. (100 points)

5.3.8. Provide an assurance of the level of detail included in the plans and specifications as well as your ability to work cooperatively with a Representative that is not directly hired or paid by your firm. (100 points)

5.3.9. All things considered; summarize why you believe the KASD should retain your firm to perform this project. (25 points)



5.4. Proposer References

Submit response using Attachment B References under Tab 2 of proposal – see section 2.4 for proposal submittal format.

Proposer must supply references of three School Districts to which similar products/services have been provided within the past five years to a comparable sized School District. If contacted, all references must verify that a high level of satisfaction was provided.

6. Cost Proposal

6.1. General Instructions for the Cost Proposal and how it will be scored – 200 points

All prices must be quoted in U.S. Dollars.

The KASD will score the cost proposals by prorating with the lowest cost proposal given the highest score. The formula is as follows: Calculation of points awarded to subsequent proposals will use the lowest dollar proposal amount as a constant numerator and the dollar amount of the firm being scored as the denominator. This number is then multiplied by the number of points given to the cost section of the RFP, resulting in the cost proposal score.

$$\frac{\text{Lowest Cost Proposed}}{\text{Constant}} \times \frac{\text{Other Proposed Cost}}{\text{Maximum Points Assigned to Cost}} = \text{Score}$$

6.2. Format for Submitting Cost Proposal

Use Attachment D Cost Proposal. Submit one marked original plus one copy. Seal in an envelope and submit within the proposal package. The outside of the envelope should clearly state "Cost Proposal" and the name of the proposer.

6.3. Fixed Price Period

The awarded contractor must hold the accepted prices and/or costs for the entire contract period. Any adjustment to prices and/or costs at the beginning of the contract renewal period will be negotiated between the KASD and the Contractor.



ATTACHMENT – A

SIGNATURE AND AUTHORITY AFFIDAVIT FORM

PROPOSING COMPANY NAME: _____

FEIN (Federal Employer ID Number) OR Social Security # (If Sole Proprietorship)

Address: _____

City: _____ State: _____ Zip: _____

Number of years in business: _____

Name of the person to contact for questions concerning this proposal.

Name: _____ Title: _____

Phone: _____ Fax: _____

Email: _____

In signing this proposal, we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a proposal; that this proposal has been independently arrived at without collusion with any other proposer, competitor or potential competitor; that this proposal has not been knowingly disclosed prior to the opening to any other proposer or competitor; that the above statement is accurate under penalty of perjury.

The undersigned, having familiarized themselves with the conditions affecting the cost of the work, having read completely the requirements, hereby proposed to perform everything required and to provide and furnish labor, materials, equipment, tools and all other services and supplies necessary to produce in a complete and workmanlike manner all of the materials or products described in the project relating to this proposal.

I further certify that I have carefully examined the proposal documents and all terms herein, and site where the work is to be done and have no agreements to prevent the completion of said work.

Signature

Title

Name (type or print)

Date



ATTACHMENT – B

REFERENCES

PROPOSER: _____

Provide company name, address, contact person, telephone number, and appropriate information on the product(s) and/or service(s) provided to customers similar to those requested in this solicitation document. Potential subcontractors cannot be references. Any subcontractor arrangement for the completion of this work shall be listed on the separate page.

Company Name: _____

Address (include zip): _____

Contact Person: _____ Phone #: _____

Email Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include zip): _____

Contact Person: _____ Phone #: _____

Email Address: _____

Product(s) Used and/or Service(s) Provided: _____

Company Name: _____

Address (include zip): _____

Contact Person: _____ Phone #: _____

Email Address: _____

Product(s) Used and/or Service(s) Provided: _____

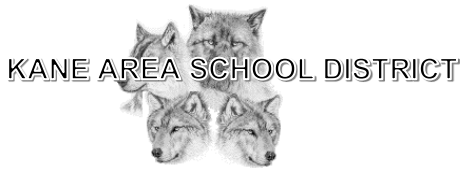
Company Name: _____

Address (include zip): _____

Contact Person: _____ Phone #: _____

Email Address: _____

Product(s) Used and/or Service(s) Provided: _____



ATTACHMENT – C

DESIGNATION OF CONFIDENTIAL AND PROPRIETARY INFORMATION

The attached material submitted in repose to Bid/Proposal # _____ includes proprietary and confidential information which qualifies as a trade secret, or is otherwise material that can be kept confidential under the Pennsylvania Law. As such, we ask that certain pages, as indicated below, of this bid/proposal response be treated as confidential material and not be released without our written approval.

Prices always become public information when bids/proposals are opened, and therefore cannot be kept confidential.

Other information cannot be kept confidential unless it is a trade secret. Trade secret is defined as follows: “Trade Secret” means information, including a formula, pattern, compilation, program, device, method, technique or process to which all of the following apply:

1. The information derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.
2. The information is the subject of efforts to maintain its secrecy that are reasonable under the circumstances.

We request that the following pages not be released:

Section	Page #	Topic
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

In the event the designation of confidentiality of this information is challenged, the undersigned hereby agrees to provide legal counsel or other necessary assistance to defend the designation of confidentiality and agrees to hold KASD harmless for any costs or damages arising out of the KASD agreeing to withhold the materials.

Failure to include this form in the bid/proposal response may mean that all information provided as part of the bid/proposal response will be open to examination and copying. The KASD considers other markings of confidential in the bid/proposal document to be insufficient. The undersigned agrees to hold the KASD harmless for any damages arising out of the release of any materials unless they are specifically identified above.

Company Name: _____

Authorized Representative: _____
Print / Signature

Date: _____



ATTACHMENT – D

COST PROPOSAL

Proposer: _____

Submit original plus one copy (submit in separate envelope within proposal package)

Provide a specific, itemized charges and service for each of the aforementioned Phases. In addition, the proposal should include a list of any proposed or anticipated additional services that may be required and additional fees that would be charged. Providing examples of services for existing clients and coordination required between various disciplines not directly under the Firm's control is essential.

It is understood that once the Concept Review has been completed, the owner reserves the right to suspend, delay or terminate the Schematic Design, Design Development, Construction Document and Construction Administration Phase of work.

Please note that reimbursable costs will be limited to printing costs associated with external distribution, special postage and handling charges, and renderings, mock-ups, and presentation materials requested by the KASD. These costs will be allowed at face value excluding any mark-up. All other reimbursable costs are to be included in the lump sum cost.

IT and Technology – Alternate Pricing:

The Architect shall complete design work for all power and data requirements. Additionally, include the design coordination for monitors, projectors, screens, kiosks, etc.

FF&E – Alternate Pricing:

As an alternate on the fee portion, provide design services of FF&E for the building. Including coordination with KASD and data requirements for FF&E.

FEES:

A/E Fee for Concept Review (Lump Sum) \$ _____

1. A/E Fee for Design and Construction \$ _____ or _____ % of total cost

For information only, please break out the following:

2. A/E Fee for Schematic Design \$ _____ or _____ % of total cost

3. A/E Fee for Design Development \$ _____ or _____ % of total cost

4. A/E Fee for Construction Document \$ _____ or _____ % of total cost

5. A/E Fee for Construction Administration \$ _____ or _____ % of total cost

6. Total A/E Fee (incl. Concept Review) \$ _____ or _____ % of total cost

