

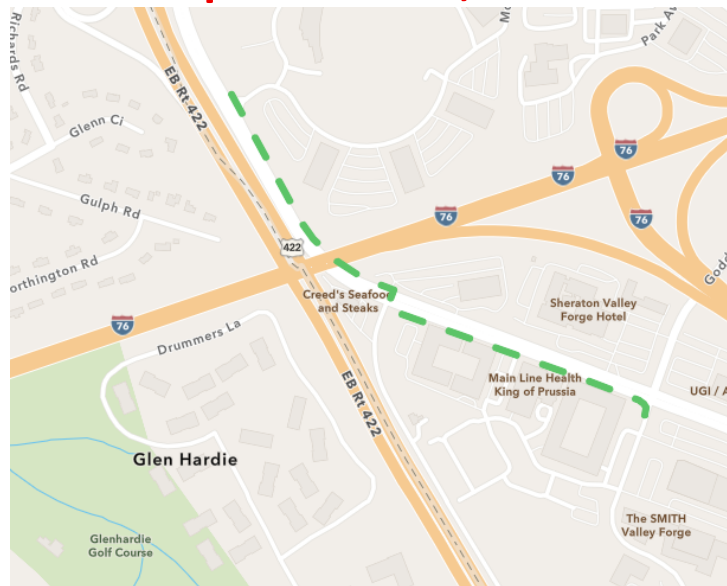


KING OF PRUSSIA DISTRICT

VALLEY FORGE GATEWAY TRAIL SEGMENT 5 EASEMENT SURVEYS & PRELIMINARY ENGINEERING RFP

Questions & Responses & Addenda Signature Form

September 17, 2026



Technical Proposal & Price Quote due by September 29, 2026, 11:00 AM

Email your price quote and technical proposal in electronic format accessible with Adobe Acrobat. Price quote and proposal must be received by email no later than **11:00 AM EDT, Tuesday, September 29, 2026**. All costs associated with the delivery of the project should be presented at a flat rate, fee for service item format. **PLEASE INCLUDE A SIGNED ADDENDA FORM AT THE END OF THIS PDF WITH YOUR PROPOSAL.** Failure to do so could result in a Proposal being deemed unresponsive.

Email proposals to the attention of:

Chris Basler

King of Prussia District

EMAIL: CHRIS@KOPBID.COM

TO ENSURE THAT WE RECEIVE ALL SUBMITTED PROPOSALS, PLEASE PROVIDE A FOLLOW-UP EMAIL **BEFORE DEADLINE** WITH NO ATTACHMENTS TO CONFIRM A TECHNICAL & PRICE PROPOSAL WERE SUBMITTED. CHRIS BASLER WILL CONFIRM THAT HE RECEIVED YOUR PROPOSAL.

RFP Questions and Responses (Please include a signed addenda form at the end of this PDF with your proposal acknowledging Exhibit A & B and the additional items to be included in your proposal listed below in the responses.)

Here are the questions received by the September 15th deadline and King of Prussia District's responses.

1. Should proof of liability protection and certificates of insurance be included with the technical proposal, or should they be submitted with the separate cost proposal PDF?

RESPONSE: These can be included in either the Technical Proposal or Cost Proposal.

2. Is the Project Manager required to hold a Pennsylvania Professional Engineer (PE) license, or is it sufficient for another member of the project team to hold the required Pennsylvania PE license?

RESPONSE: At least one project team member must hold the required licensure but it does not have to be the Project Manager.

3. The RFP requires the cover letter to include a statement agreeing to the RFP's terms and conditions and lists "terms and conditions" as an evaluation criterion. However, the RFP does not appear to include a separate terms-and-conditions section or draft agreement. Will King of Prussia District provide additional terms or a proposed agreement, or should proposers simply acknowledge compliance with the requirements in the RFP and any issued addenda?

RESPONSE: The cover letter must include a statement agreeing to the terms and conditions outlined in the RFP and items required by the grant funding agency, Commonwealth Financing Authority, **attached to this document as Exhibit A & B.**

The "terms and conditions" referenced in the evaluation criterion are the Consultant's items listed in their price proposal/contract form for services. King of Prussia District anticipates using the Consultant's proposed agreement form if it acknowledges compliance with the requirements in the RFP and Exhibit A & B.

4. Is King of Prussia District anticipating preliminary Signing and Pavement Marking Plans as an Also Set to accompany the 30% Submission?

RESPONSE: Yes. King of Prussia District anticipates preliminary Signing and Pavement Marking Plans as an Also Set to accompany the 30% Submission. **Bidders shall price this task as a separate Alternate Bid Item, so that the District may confirm the total project budget accommodates this additional scope before finalizing the award.** The District reserves the right to accept or decline this Alternate Bid Item independently of the base scope.

5. Is King of Prussia District anticipating preliminary Trail Lighting Plans as an Also Set to accompany the 30% Submission?

RESPONSE: Yes. King of Prussia District anticipates preliminary Trail Lighting Plans as an Also Set to accompany the 30% Submission. **Bidders shall price this task as a separate Alternate Bid Item, so that the District may confirm the total project budget accommodates this additional scope before finalizing the award.** The District reserves the right to accept or decline this Alternate Bid Item independently of the base scope.

Exhibit A - Standard Terms and Conditions

1. INDEMNIFICATION.

- a. **Contractor Obligations.** The Contractor shall indemnify the King of Prussia Business Improvement District, Inc., Upper Merion Township and the Commonwealth of Pennsylvania against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with any activities performed by the Contractor or its employees and agents that are related to this contract.
- b. **Settlement.** Notwithstanding the above, no party may enter into a settlement of any claim or suit without the other party's written consent, which will not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor to control the defense and any related settlement negotiations.

2. NONDISCRIMINATION/SEXUAL HARASSMENT.

- a. **Representations.** The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- b. **Nondiscrimination/Sexual Harassment Obligations.** The Contractor shall not:
 - i. in any manner discriminate in the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under this contract or any subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - ii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under this contract.
 - iii. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract.
 - iv. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which this contract relates.
 - v. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

- c. **Establishment of Contractor Policy.** The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of the contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.
- d. **Notification of Violations.** The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the contract. Accordingly, the Contractor shall notify King of Prussia Business Improvement District, Inc. if, at any time during the term of this contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- e. **Cancellation or Termination of Contract.** King of Prussia Business Improvement District, Inc. may cancel or terminate this contract and all money due or to become due under this contract may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.
- f. **Subcontracts.** The Contractor shall include these Nondiscrimination/Sexual Harassment provisions in its contracts with all subcontractors providing goods or services under this contract. The incorporation of these provisions in the Contractor's subcontracts does not create privity of contract between the Commonwealth and any subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a subcontractor's violation of this clause, the Contractor shall use its best efforts to ensure the subcontractor's compliance with these provisions.

3. AMERICANS WITH DISABILITIES ACT.

- a. **No Exclusion.** Pursuant to the Americans with Disabilities Act, 42 U.S. Code § 12101, et seq., no qualified individual with a disability may, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract.
- b. **Compliance.** For all goods and services provided pursuant to this contract, the Contractor shall comply with Title II of the Americans with Disabilities Act, the "General Prohibitions Against Discrimination" set forth in 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that apply to state and local governments.
- c. **Indemnification.** The Contractor shall indemnify the Commonwealth against all third-party claims, suits, demands, losses, damages, costs, and expenses, including without limitation, litigation expenses, attorneys' fees, and liabilities, arising out of or in connection with the Contractor's failure or its employee's or agent's failure to comply with the provisions of paragraph a, as determined by the Commonwealth in its sole discretion.

4. APPLICABLE LAW AND FORUM.

This contract is governed by and must be interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, and waives any claim or defense that such forum is not convenient or proper. Any Pennsylvania court or tribunal has in personam jurisdiction over the Contractor, and the Contractor consents to service of process in any manner authorized by Pennsylvania law. This provision may not be interpreted as a waiver or limitation of the Commonwealth's rights or defenses.

5. RIGHT TO KNOW LAW.

- a. **Applicability.** The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this contract.
- b. **Contractor Assistance.** If the Commonwealth needs the Contractor's assistance in any matter arising out of the RTKL related to this contract, the Commonwealth shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth:
 - i. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this contract that the Commonwealth reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - ii. any other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this contract.
- c. **Trade Secret or Confidential Proprietary Information.** If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor

considers exempt from production under the RTKL, the Contractor shall notify the Commonwealth and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth within five business days of receipt of written notice of the Commonwealth's determination.

d. **Reimbursement.**

i. **Commonwealth Reimbursement.** If the Contractor fails to provide the Requested Information and the Commonwealth is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth for any damages, penalties, or costs that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.

ii. **Contractor Reimbursement.** The Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.

e. **Challenges of Commonwealth Release.** The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth for any legal expenses incurred by the Commonwealth as a result of the challenge, including any damages, penalties or costs that the Commonwealth may incur as a result of the Contractor's legal challenge, regardless of the outcome.

f. **Waiver.** As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.

g. **Survival.** The Contractor's obligations contained in this Section survive the termination or expiration of this contract.

EXHIBIT B

PREVAILING WAGE ACT

In the event that grant funds will be used for a public work project, the Prevailing Wage Act (PWA) may apply. The PWA requires that not less than the prevailing minimum wages be paid to all workmen employed on "public work" as defined in the PWA. Information on the PWA and the definition of "public work" may be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html.

The Act's definition of "public work" has been applied to projects undertaken by private entities, but receiving government assistance.

The PWA does not apply to the installation of equipment or machinery that is not a fixture, although any building construction/renovations to accommodate the equipment/machinery could be covered.

The PWA also does not apply to work performed by the project-owner's in-house employees, as opposed to work done by contractors or subcontractors.

The full PWA can be found at 43 P.S. sections 165-1 through 165-17.

Please contact L&I's Bureau of Labor Law Compliance (717-787-0606) with questions about the PWA and/or if you would like L&I's assistance in determining if the PWA applies to this project.

Information on applying for prevailing wage rates can be found at www.pa.gov/en/agencies/dli/resources/forms-and-documents/labor-law/prevailing-wage.html. From that webpage, you will see a link for "Prevailing Wage Rates Determination Request Form." Follow that link to submit the request electronically or print Prevailing Wage Rates Determination Request Form to submit by mail or fax.

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EASEMENT SURVEYS & PRELIMINARY ENGINEERING RFP**
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September 17, 2026

I have reviewed and acknowledge Exhibit A & B and the two Alternate Bid Items listed in the Questions & Response to be included in the proposal.

Company

Name (Print)

Signature

Date