



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

**REQUEST FOR PROPOSAL
FOR ON-CALL CONSTRUCTION MANAGEMENT SERVICES**

Due Date: September 30, 2025 by 12:00 PM

**Request for Proposal
Questions, Comments, Concerns Contact:**

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



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1. Introduction and Invitation

The Allentown School District (ASD) invites qualified professional firms to submit proposals to provide On-Call Construction Management (CM) Services in support of capital construction, additions, renovations, and facility improvement projects across the District.

ASD has adopted a Master Professional Services Agreement (PSA) based on AIA C132-2019 (contract) with modifications specific to the District. The successful firm(s) will be required to execute project-specific task orders under this PSA.

This solicitation is not a public bid. ASD reserves the right to reject any or all proposals, waive technicalities, and make awards in the best interests of the District.

2. Background and Statement of Purpose

ASD serves 17,000+ students in 20 schools across Allentown. The District's capital program includes but not limited to:

- A new Family Engagement and Resource Center
- Major renovations (elementary, middle, and high school facilities)
- Athletic and community facility upgrades
- Life-cycle replacements (roofs, boilers, flooring, etc.)

ASD seeks a CM partner to provide on-call services under an initial three (3) year term, with the option for up to two (2) additional one-year extensions, subject to Board of School Directors' approval, ensuring consistency, accountability, and scalability across all projects.

3. Contacts and Proposal Response Information

3.1. Contacts:

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

3.2. Bid Response Information

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

- 3.2.1 Attachment A (Form of Bid) including *three current and one past references*



- 3.2.2 Attachment B (Non-Collusion Affidavit)
- 3.2.3 Attachment C (Addendum Acknowledgement Form)-*as applicable*
- 3.2.4 Attachment D (Hourly Rates)-*Pricing requested as per attached spreadsheet*
- 3.2.5 W-9
- 3.2.6 Certificate of Liability Insurance

3.3 Bids are to be submitted to ASD, 31 S. Penn St. Allentown, PA 18102, on, or before 12:00 PM noon Eastern Standard Time (EST) on Tuesday, September 30, 2025. Bids received after this time will not be considered. The bid opening will take place on Tuesday, September 30, 2025 at 2:00 PM EST. The bid opening will take place at ASD, 31 S. Penn St. Allentown, PA 18102.

4. General Terms and Conditions

- 4.1. **SUBMISSION OF PROPOSALS** - Bids are to be submitted to ASD, 31 S. Penn St. Allentown, PA 18102, on, or before 12:00 PM noon Eastern Standard Time (EST) on Tuesday, September 30, 2025. Bids received after this time will not be considered. The bid opening will take place on Tuesday, September 30, 2025 at 2:00 PM EST. The bid opening will take place at ASD, 31 S. Penn St. Allentown, PA 18102
- 4.2. **EVIDENCE OF RESPONSIBILITY** - Any bidder submitting a bid will be required to furnish evidence in writing that such bidder (a) maintains a permanent place of business and (b) has adequate equipment, finances and personnel to furnish satisfactorily and expeditiously any services and, as applicable, by the Commonwealth of Pennsylvania and other applicable government bodies, to provide necessary services. In addition, bidders are required to conform to all requirements of this document and furnish completely and truthfully all requested information.
- 4.3. **COMPLIANCE WITH BID REQUIREMENTS** - Any **inability** to comply with the conditions and specifications as outlined must be clearly stated in the bid. Any bid which is incomplete or contains additions, alterations, deletions, or terms and conditions not called for or allowed under the provisions of the bid documents or any other irregularities may be rejected as non-conforming.
- 4.4. **SELECTION OR REJECTION OF BIDS** - *Allentown School District* reserves the right to accept or reject any or all bids, in whole or in part, to award contracts to one or more providers, and to waive any or all informalities in connection therewith at its discretion.
- 4.5. **CONTRACTS** - If any bid is accepted, the contract shall consist of this Request for Proposals, the proposal specifications applicable to this Bid, the general terms and conditions, the bid,



and all other relevant documents along with any revisions, clarifications, error correction notices, and explanatory notes issued prior to proposal opening, and the ASD's standard form purchase order or signed service agreement with the bidder who has been awarded contracts under this Request for Proposal. Bidder submitting proposal attests, by signing bid, that he or she understands that any final contract will be negotiated and signed in accordance with the purchasing policies of ASD's and the laws of the Commonwealth of Pennsylvania, and that the parties' contract will reflect the terms and conditions that are mutually agreed upon by ASD's and the service provider. In the case of differing or contradictory contract language, the language providing the greatest benefit to ASD's shall take precedence. The contract shall be interpreted, construed, and given effect in all respects according to the laws of the Commonwealth of Pennsylvania. The term "contract" wherever worded in the singular, may be taken to refer to multiple contracts if required. The contract and the final award of this proposal are contingent upon approval by ASD's Board.

- 4.6. **ASSIGNMENT** - Any successful bidder shall not assign the performance of the contract nor any portion thereof to any other person without the prior written consent from ASD's, which consent may be withheld in ASD's absolute discretion.
- 4.7. **BILLING** - All invoices shall be sent to the Business Office or purchasing@allentownsd.org
- 4.8. **TAXES** - ASD is exempt from Pennsylvania State sales taxes and Federal excise taxes.
- 4.9. **DEFAULT** - ASD may upon written notice of default to the Bidder, terminate any contract resulting from this Request for Proposal if the bidder fails to perform the services or deliver any services, equipment, supplies or commodities as specified in the proposal, the specifications and/or other proposal documents or fails to conform to the terms and conditions and other requirements of the contract documents.
- 4.10. **DISPUTES** - Exclusive jurisdiction and venue for any dispute relating to any matters pertaining to any proposal (or to any contract resulting from any proposal) shall be in the Court of Common Pleas of *Lehigh County Pennsylvania*, and any such dispute shall be governed by the laws of the Commonwealth of Pennsylvania.
- 4.11. **RIGHTS AND REMEDIES** - The rights and remedies of ASD shall be exclusive and are in addition to any other rights and remedies provided by law or under the contract. ASD reserves the right to waive minor irregularities or reject any and all proposals provided that such action is in the best interest of ASD. Any such waiver shall not modify any remaining Bid requirements or excuse the Bid offer or from full compliance with other specifications and contract requirements. All applicable federal, state, and local laws shall be deemed to be part of the specifications and the bidder shall be responsible for compliance therewith.



- 4.12. **FORCE MAJEURE** - Neither party will incur any liability to the other if its performance of any obligation under this Agreement is prevented or delayed by causes beyond its control and without the fault or negligence of either party. Causes beyond a party's control may include, but are not limited to, acts of God, war or terrorism, changes in controlling law, regulations, orders or the requirements of any governmental entity, severe weather conditions, civil disorders, natural disasters, fire, a national or Commonwealth of Pennsylvania emergency, disease, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, general strikes throughout the trade, work stoppages, accidents, and freight embargos. and interruptions, loss, or malfunctions of utilities, communications, or computer (software and hardware) services; other unforeseeable circumstances beyond the control of the Parties against which it would have been unreasonable for the affected party to take precautions and which the affected party cannot avoid even by using its best efforts. The Contractor shall orally notify ASD within forty-eight (48) hours and notify in writing within five (5) days of the date on which the Contractor becomes aware, or should have reasonably become aware, that such cause would prevent or delay its performance. Such notification shall (i) describe fully such cause(s) and its effects on performance, (ii) state whether performance under the Agreement is prevented or delayed and (iii) if performance is delayed, state a reasonable estimate of the duration of the delay. After receipt of such notification, ASD may elect to cancel this Agreement, or to extend the time for performance as reasonably necessary to compensate for the Contractor's delay. The occurrence of a force majeure event rendering either party unable to carry out its obligations shall excuse both parties from their obligations during any such force majeure event. The term "force majeure" shall mean events not reasonably within the control of the party claiming suspension and shall specifically include any future change in laws, rules, or regulations as may prohibit or materially frustrate the parties from carrying out the terms of the agreement.
- 4.13. **TERMINATION FOR NON-APPROPRIATION** - ASD's obligation to make payments during any fiscal year shall be subject to availability and appropriation of funds. When funds are not appropriated, or are removed, eliminated or otherwise not made available, to support continuation of performance in a fiscal year period, ASD shall have the right to terminate this contract. If the contract is terminated as a result of ASD non-appropriation of funds, the contractor shall be paid only for the equipment, Supplies and services properly rendered under the contract to the date of termination, and all Leased equipment will be made available for pickup by the contractor or its designee. The contractor shall not be reimbursed for loss of profit, loss of use of money, or any administrative, overhead or termination costs.
- 4.14. **LIABILITY** - The contractor shall indemnify and hold harmless *Allentown School District* directors, officers, employees and agents of and from all damages, costs (including reasonable



counsel fees), claims, demands, actions, and causes of action which relate to or arise by reason of any act or omission of contractor (or any of contractor's directors, officers, employees, agents, representatives, contractors, or business invitees), whether such act or omission is intentional, reckless, negligent, or inadvertent.

5. Scope of Services

- 5.1. The selected CM firm will act as an extension of ASD's leadership team, providing comprehensive services aligned with the AIA C132-2019 PSA, including:

- 5.1..1. Pre-Design & Pre-Construction
- 5.1..2. Bidding & Procurement
- 5.1..3. Construction Administration
- 5.1..4. Close-Out & Post-Construction

6. Specific Requirements and Conditions:

- 6.1. **INSURANCE REQUIREMENTS** - Bids shall contain an Insurance Certificate providing proof to ASD that the Contractor maintains an appropriate level of insurance coverage. The successful Contractor will be required to provide a supplemental certificate indicating ASD as additionally insured. See specific details following:
 - 6.1..1. Contractor shall maintain, at its expense, the following insurance coverage during the Term of this Agreement:
 - 6.1..1.1. Workers' Compensation Insurance, disability benefit, and other social insurance as required by the laws of the Commonwealth of Pennsylvania or any other state in which the Contractor operates; and
 - 6.1..1.2. Professional Liability, comprehensive general liability, automotive liability (including non-owned and hired vehicles) and property damage insurance, including bidders, products and completed operations and contractual liability endorsements, with a combined single limit of at least \$1,000,000 each per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - 6.1..1.3. All such insurance policies shall name ASD as an additional insured and shall require at least ten (10) days' notice to ASD prior to cancellation, termination, or expiration. Contractor shall submit to ASD insurance certificates ("Certificates") evidencing required insurance coverage and compliance prior to or upon execution of the Agreement, on the yearly anniversary date of this Agreement (if still in effect) and at any other time or times upon ASD's request. If the Contractor seeks a waiver of any the above insurance requirements, the reasons must be submitted in writing to ASD and the waiver is not effective until approved in writing by ASD (which approval may be withheld in ASD's sole discretion).



6.2. PROPOSAL REQUIREMENTS

6.2..1. Firms must organize their submission in the following order:

- 6.2..1.1. Letter of Transmittal
- 6.2..1.2. Firm Profile
- 6.2..1.3. Key Personnel
- 6.2..1.4. Experience
 - 6.2..1.4.1. Provide a brief overview of your firm including the number of years the firm has provided construction management services.
- 6.2..1.5. Approach & Methodology
- 6.2..1.6. References
- 6.2..1.7. Fee Proposal
- 6.2..1.8. Required Forms
- 6.2..1.9. An overview of your firm's financial status including bond rating
 - 6.2..1.9.1. *If your firm is selected for an interview, you will be required to provide a financial statement from your CPA, attesting to your financial solvency.*
- 6.2..1.10. Certificates of Professional Liability Insurance

6.3. SUBMISSION REQUIREMENTS

- 6.3..1. Firms must provide the following deliverable with their submission:
- 6.3..2. Two (2) bound hard copies
- 6.3..3. One (1) searchable PDF on USB drive
- 6.3..4. Clearly marked: "Proposal for On-Call Construction Management Services"

- 6.4. **BACKGROUND CHECKS** - All persons working at the project may be required to submit proof of a satisfactory background check required by Act 34 of 1985 Criminal Background History Check and Act 114 of 2006, Pennsylvania Department of Education, 333 Market St., Harrisburg, PA 17126-0333. This certification is required before workers are permitted on site. Costs to obtain these clearances will be paid by the contractor. A satisfactory clearance check may be required by Act 151 of the 1994 Child/Student Abuse Reporting Clearance, which amended the PA Department of Welfare's Child Protective Services Law. If required by ASD, contractors must comply with Act 34, Act 151, Act 114, and supply background checks on all personnel, including subcontractors and their employees. Information supplied will be held in confidence. Contractor shall indemnify and hold harmless ASD from and against all costs, claims and expenses arising by reason of wrongful or negligent acts or omissions of contractor, its employees, and agents.

7. Bid Timeline:

7.1. Bid Timeline.

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



- *September 23, 2025 – Deadline to submit Bid questions*
- *September 24, 2025 – Deadline for ASD to answer questions*
- *September 30, 2025 (12:00 PM noon EST) – Proposals due*
- *September 30, 2025 (2:00 PM noon EST) – Bid opening*

8. Organizational Capabilities and Resources

- 8.1. Bidders shall include as part of their bid, information about the company's background and core business, and evidence demonstrating an ability to provide the requested service. This information shall include company history, qualifications, experience, capabilities, finances, and key staff.
- 8.2. Bidders shall include as part of their bid, information about the company's current clients. This information shall include the three current and one past reference and a listing of current educational clients.

9. Evaluation Criteria

Criteria	Points
K–12 CM experience in PA	25
Proposed team qualifications & availability	20
Approach/methodology	20
Fees & cost competitiveness	15
References & past performance	10
Completeness of submission	10

10. Questions/ Addendum

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



ATTACHMENT A: FORM OF BID

BIDDER: _____

DATE: _____

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

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

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

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

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

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

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

CURRENT REFERENCES (3 Current – 1 Past):

Company Name _____
Contact Person _____ Phone / email _____
Services provided _____

Company Name _____
Contact Person _____ Phone / email _____
Services provided _____

Company Name _____
Contact Person _____ Phone / email _____
Services provided _____

Company Name _____
Contact Person _____ Phone / email _____
Services provided _____



ATTACHMENT A: FORM OF PROPOSAL (Continued)

IF BIDDER IS A CORPORATION OR LLC:

_____ Corporation Name	_____ Signed President
_____ P. O. Box/Street Address	_____ Type Name
_____ City/State/Zip	_____ Signed Secretary
_____ Telephone Fax	_____ Type Name
_____ Type Name and Title of Bidder contact person	_____ Signed
_____ E-mail address	_____ Web Site

IF BIDDER TRADES UNDER A FICTITIOUS NAME OR IS A PARTNERSHIP:

_____ Trading Name	_____ Signed
_____ P. O. Box/Street Address	_____ Type Name and Title
_____ City/State/Zip	_____ Signed
_____ Bidder Contact Person Telephone	_____ Fax
_____ E-mail address	_____ Web Site



ATTACHMENT B: NON-COLLUSION AFFIDAVIT

Contract / RFP Name: _____

State of: _____

County of _____

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

I state that:

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

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

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

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

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

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

(Name and Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS _____ DAY

OF _____, 20____

(Notary Public)

My Commission Expires _____



ATTACHMENT C: ADDENDUM ACKNOWLEDGEMENT FORM

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

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

_____ ADDENDUM #1

Date _____

Signature _____

_____ ADDENDUM #2

Date _____

Signature _____

_____ ADDENDUM #3

Date _____

Signature _____



ATTACHMENT D: HOURLY RATES & FEE SCHEDULE

Position	Cost/Hour 2025	Cost/Hour 2026	Cost/Hour 2027
Program Executive			
Senior Preconstruction Manager			
Architectural/Mechanical/Electrical/Plumbing Estimators			
Regional Field Managers/Director of Operations			
Project Manager			
On-Site Construction Manager			
Project Scheduler			
Project Coordinator			

Note: Please utilize the above positions only for the purpose of this Request for Proposal. **Do not alter form.**

Fee Schedule per Project Construction Cost

Project Construction Cost	Base Fee	Percentage of Estimated Construction Cost* for Construction Administration
Up to \$100,000		
Between \$100,001 and \$599,999		
Over \$600,000		

**Fees to be calculated based on Base Bid construction cost including all alternates for the project.*

Addendum 1

Q&A - September 24, 2025 | Bid Opening Date, Time, & Address Specified

- Please provide a copy of the modified C-132/A-232 agreement with ASD's changes.

Response: Will provide to awarded bidder.

- If not defined in the C-132, please provide anticipated scope of work for the phases of projects as identified in Section 5.1.

Response: Scope of work to be defined and determined with awarded bidder.

- If not defined in the C-132, please clarify your expectations for the specific responsibilities of each position for which we are to provide rates.

Response: Expectations to be defined and determined with awarded bidder.

- Please provide the expected staffing levels for each of the anticipated projects under this program.

Response: Staffing levels to be determined per project based on the defined and determined scope and as per the rates being requested.

- In order for us to better align staff with the roles required for this program, please provide approximate values and approximate timelines for each of the anticipated projects under this program.

Response: Values and timelines to be determined per project based on the defined and determined scope and as per the rates being requested.

- On the Fee Schedule, is the Base Fee meant to be compensation for the Pre-Design/Pre-Construction, Bidding & Procurement and Closeout/Post Construction scopes of work?

Response: All of the above.

- With respect to insurance:
 - What specific coverage are you looking for in the property damage insurance?
 - Can you clarify the reference to bidder endorsement?

Response: Insurance requirements will be provided to the awarded bidder.

1. Under 6.2..1.9. An overview of your firm's financial status including bond rating. Does the District require a bond rating status from a Construction Management as Agent (CMa) firm?

Response: No

2. Please clarify whether the District is seeking to procure services from a Construction Management at Risk (CMAR) firm in addition to a Construction Management as Agent (CMa) firm.

Response: Construction Management as Agent

3. The District's website under Bids and RFPs states that proposals are to be submitted electronically. However, Section 6.3 (Submission Requirements) indicates that hard copies of proposals are to be sent to a specified address. Please clarify the District's preferred method for submitting proposals.

Response: Please see General Terms and Conditions, Section 4 for guidance.

1. On Allentown SD website for Bids and RFPs it states, "All proposals will need to be sent electronically in PDF format to RFP@allentownsd.org". The RFP for CM Services states under section 6.3 "Submission Requirements" that firms must provide two bound hard copies and one searchable PDF on USB drive. Would you please verify the submission requirements?

Response: Please see General Terms and Conditions, Section 4 for guidance.

2. Attachment D: Hourly Rates & Fee Schedule: the fee schedule identifies two columns for the fee, Base Fee and Percentage of Estimated Construction Costs for Construction Administration.
 - a. Are we to assume the "Base Fee" is for all items for Pre-Construction? This includes Pre-Design, Schematic, Design Development, Construction Documentation, and Bidding.
 - b. Are we to assume the "Percentage of Estimated Construction Cost for Construction Administration: is for the construction and closeout phases?

Response: See previous response.

3. The RFP mentions a Master Professional Services Agreement based on AIA C132-2019. Would we be able to receive a draft copy of this for review?

Response: See previous response.

4. The RFP indicates the bid opening will occur on Tuesday, September 30, 2025, at 2:00 PM. Will this be open to the public?

Response: Yes

5. Would you be able to provide the anticipated date(s) for interviews and what the interview criteria will be?

Response: Interviews will be established upon review of received bids and the evaluation of said bids.

6. When do you anticipate Board Action on the Construction Management Services?

Response: Yes

7. Is a copy of the referenced C132 Master PSA available for review?

Response: See previous response.

8. Is it appropriate to have other construction value break points for our fee percentages as the listed capital program projects seem to have the potential to be above the current \$600,000 top threshold in the fee table?

Response: Please maintain the bid form as is. Should you share additional information, please provide under separate cover.

9. Is there a particular project size that we should assume for building a fee schedule example to include in our response?

Response: No

10. Can you confirm that there will be a public bid opening that we could/should attend at 2PM on 9/30/2025?

Response: Yes

11. Confirm references to Construction Administration should be replaced with Construction Management.

Response: Yes

12. How will you the School District tabulate the total fee to be earned for each of the three construction cost tiers?

- a. Can you provide clarification on the expectations or anticipated costs to be in base fee?

Response: Not at this time To be developed when projects are identified.

- b. Is there an anticipated project schedule for each of the capital program projects?

Response: Not at this time To be developed when projects are identified.

- c. Is the total fee to be earned by the CM to be evaluated on the estimated construction costs, bid, or the final construction cost?

Response: Total fee to be determined At 90% construction document estimate

13. Is the "Fee" to be fixed based on fee schedule per project construction cost or hourly based on the requested rate table?

Response: Fee will be established based on the above and per the rate table provided within the bid response.

14. Please provide draft ASD PSA for this RFP so that we can confirm modifications.

Response: Not available at this time, Will be provided to awarded firm.

The Public Bid opening is set for September 30, 2025 at the Allentown School District Administration Center located at 31 S Penn St. Allentown, PA 18102. The bids will be opened at 2:00 PM EST in room 232 on the second floor.