



# Lehigh Carbon

**COMMUNITY COLLEGE**

## **Request for Bid**

**For**

### **Asphalt Paving LCCC Tamaqua Parking Lot**

Prevailing Wage Serial Number: 23-06535

Advertised: July 28, 2023  
Pre-Bid Tour: August 4, 2023  
Bid Due Date: August 11, 2023

**4525 EDUCATION PARK DRIVE**

**SCHNECKSVILLE, PA 18078**

**610-799-2121**

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## **Introduction**

Lehigh Carbon Community College is soliciting bids for asphalt paving to an existing parking lot at LCCC's Tamaqua Campus located at 234 High Street, Tamaqua, PA 18252.

Vendors are required to submit written bids that represent the vendor's qualifications and understanding of work to be performed. The vendor's bid should be prepared simply and economically and should provide all information it considers pertinent to its qualifications for the specifications listed herein. Emphasis should be placed on completeness of product offered and clarity of content.

The bid shall be enclosed in a sealed envelope identified as follows: **"Sealed bid for Asphalt Paving LCCC Tamaqua Parking Lot"**. Electronic bids are not accepted.

The bid must be submitted no later than 2 PM on August 11, 2023, directly to the Director of Budgeting and Purchasing at the following address:

Lehigh Carbon Community College  
Attn: Shannon Helmer, Director of Budgeting and Purchasing  
4525 Education Park Dr.  
Schnecksville, PA 18078

Questions regarding the bid should be emailed to [shelmer@lccc.edu](mailto:shelmer@lccc.edu) until August 7, 2023.

A pre-bid tour will be held on August 4, 2023 at 9AM for interested bidders to meet onsite with a College representative at the LCCC Tamaqua parking lot.

## **General Instructions for Bid**

### **1. Bid Content-A completed bid must contain the following:**

- *Bid Form & Signature Page of Bidding Instructions*-the bid form and signature page must be completed and signed by an individual authorized to bind the vendor. All bids submitted without the bid form and signature page may be deemed inadequate.
- *References* – Bid response must include a list of three (3) references for a project similar to the size and nature of this project. Include name, address, phone number and email address of contact person.
- *Bid Bond*
- *Performance Bond*
- *Certificate of Insurance* – All vendors must be fully insured per bidding instructions.
- *Noncollusion Affidavit*

### **2. Bid Award-** The Board of Trustees will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered are the same or are equal, but they reserve the right to accept or reject any or all bids or to cure any non-material oversight and to award the bid in the best interest of Lehigh Carbon Community College as judged by the Board of Trustees.

### **3. Basis of Payment-**Payment will be made to the vendor within 30 days upon receipt of

Invoice.

## **SCOPE OF WORK**

This work shall include all labor, demolition, material, equipment, and qualified services to completely furnish, deliver, and erect all work specified hereinafter.

## **WORK INCLUDED**

- Remove and store existing wheel stops (to be re-installed after paving).
- Mill or saw cut and remove existing paving along stationary objects such as street abutments, sidewalks, ADA ramps, and meeting with Tamaqua Borough Streets on Van Gelder Street and High Street in any area that would be affected by change of elevation.
- Excavate and grade areas in preparation for paving, removing excess fill, etc. (Note – LCCC is responsible to relocate trash dumpster)
- Apply rubberized crack filler as needed.
- Apply tack coat and prepare surface to insure bonding of material.
- Apply leveling course of asphalt as needed.
- Install 2" of top coat 9.5 MM Wearing Course and after power roll & vibrate compaction will be 1.5"
- Seal cracks of adjoining stationary objects around the perimeter of parking lot and entranceways.
- Existing Parking Lot Wheel Stops – To be reused, contractor is responsible to remove, paint wheel stops, and reinstall wheel stops with new pins upon completion of paving, seal coating, and re-stripe.
- Re-stripe to original layout.

## **FIELD MEASUREMENTS**

- A. All accurate field measurements will be the responsibility of the bidder. Exhibit 1 is for reference only.

## **FAMILIARITY WITH PROPOSED WORK**

- A. The Contract will be entered into by the Owner with the understanding that the contractor, prior to submission of their bid, acquainted themselves with the requirements of the drawings and specifications, conditions of the site, all utilities in existence to which connections are to be made and all other requirements of the Contract, and that all information necessary for completion of the work on or before the date specified. The Contractor shall not at any time after execution of the Contract set up any claims whatever based upon insufficient data or incorrectly assuming conditions, nor shall the Contractor claim any misunderstanding in regard to the nature, conditions or character of the work to be performed under the Contract, and the Contractor shall assume all risks resulting from any changes to the conditions which may occur during the progress of the work.

**ACCEPTABLE MATERIALS/PRODUCTS**

- A. See General Conditions on page 6.

**INSTALLATION**

- A. All workmanship will be in compliance with International Building Codes and of a high quality standard.

**CLEAN-UP AND PROTECTION**

- A. Upon completion and at bidder's expenses, all work shall be cleaned as required by the manufacturer and a representative of the College. Protect installation and surrounding area against damages until completion of the project. Work area will be cordoned off at all times during construction and no pedestrian traffic allowed in proximity of job site.

**FIELD TEST AND REPORTS**

- A. Director or Assistant Director of Facilities Management must inspect when notified of completion and prior to payment.

**DAMAGES/REPAIR**

- A. Bidder will be responsible for making all proper repairs necessary due to damages incurred by them upon approval of repairs by a college representative.

**WARRANTIES**

- A. Bidder will supply in writing all warranties for product and service.

**STANDARD OF QUALITY**

- A. The bidder's proposal must be based on the exact equipment, manufacturer, fabricator, processes, etc., specifically named or described in the specifications without substitutions, unless the names are suffixed with the phrase "or approved equal" in which case the bidder may quote on other equipment, manufacturers, fabricators, processes, etc. of equivalent quality, workmanship and performance, subject however to the approval of a representative of the college who will be the sole judge of the substituted product or service and whose decision will be final.

**PROJECT COMPLETION AND ACCEPTANCE**

- A. The project shall be completed in its entirety no longer than 30 days from its commencement date. Final project acceptance will be made at the sole discretion of a college representative. A 10% project cost retainage will be held by the College until such acceptance.

## **NOTICE TO BIDDERS**

- A. The bid you specify will provide a high quality product type and qualified service upon review of a college representative.
- B. Installation of bidder's product will be verified with a college representative.
- C. The bidder will be responsible to Act 442 – Prevailing Wage Act.

## **GENERAL CONDITIONS/DESCRIPTION OF WORK**

### **A. Project Conditions**

Environmental Limitations: Do not apply asphalt materials if substrate is wet or excessively damp, if rain is imminent or expected before time required for adequate cure, or if the following conditions are not met:

Prime and Tack Coats: Minimum surface temperature of 60 degrees F.

Slurry Coat: Comply with weather limitations.

Asphalt Base or Binder Course: Minimum surface temperature of 40 degrees F and rising at time of placement.

Asphalt Wearing Course: Minimum surface temperature of 60 degrees F at time of placement.

Pavement-Marking Paint: Proceed with pavement marking only on clean, dry surfaces and at a minimum ambient or surface temperature of 40 degrees F for oil based materials, 50 degrees F for water based materials and not exceeding 95 degrees F.

Do not apply pavement markings until after bituminous sealant at curbs and utility structures has cured.

Grade Control: Establish and maintain required lines and elevations.

### **B. Products/Materials**

Comply with PennDOT standard specifications.

General: Use locally available materials and gradations, which exhibit a satisfactory record of previous installations.

Base Course Aggregate: Sound, angular crushed stone, crushed gravel, or crushed slag, sand, stone or slag screenings.

Wearing Course Aggregate: Crushed stone, crushed gravel, crushed slag and sharp-edged natural sand, complying with ASTM D 1073.

Mineral Filler: Rock or slag dust, hydraulic cement or inert material.

### C. Asphalt/Aggregate Mixture

Hot Mix Asphalt: Provide dense, hot laid, hot mix asphalt plant mixes approved by PennDOT designed according to procedures in AI's "Mix Design Methods for Asphalt Concrete and Other Hot-Mix Types" and complying with the following requirements:

Provide plant mixed, hot laid asphalt aggregate mixture and as recommended by local paving authorities to suit project conditions.

Binder Course: In accordance with PennDOT standard specifications.

Wearing Course: In accordance with PennDOT standard specifications.

Base Course: In accordance with PennDOT standard specifications.

### D. Pavement Markings

Original layout of parking spaces should be recorded prior to any work progress so that it may be replicated when finished.

Coatings for pavement striping and markings shall be in accordance with PennDOT standard specifications.

Exterior marking system color shall be determined as follows:

Bituminous pavement - white, Type 1 as specified or shown: blue for ADA spaces.

Coating material shall be fast dry, latex, designed for marking traffic lanes and spaces on parking lots, streets, highways, and foot traffic control markings.

Approved coating manufacturer shall be the following or approved equal:

Benjamin Moore and Company Industrial Coating, M 58 Safety & Zone Marking Latex.

Sherwin Williams, Series TM2161 – Selfast Acrylic Latex for Traffic Marking.

### E. Surface Preparation

Remove loose material from compacted subbase surface.

Proof roll prepared subbase surface to check for unstable areas and areas requiring additional compaction.

Notify Owner of unsatisfactory conditions. Do not begin paving work until deficient subbase areas have been corrected and are ready to receive paving.

Adjust elevation of existing utility structure tops to remain, including but not limited to manholes, inlet grates, valve boxes, etc. to final grades. Depending on the type of utility structure, adjustment shall be accomplished by the installation of factory fabricated adjustment rings, installation of additional masonry courses under existing manhole castings or inlet tops, or resetting structures. Coordinate with utility owners prior to disturbing existing underground utilities to remain.

All wearing courses and asphalt overlay shall not be installed until just immediately before the date of substantial completion. Prepare the binder course same as specified for asphalt overlay except without the power milling.

Tack Coat: Apply to contact surfaces of previously constructed asphalt or Portland cement concrete and surfaces abutting or projecting into asphalt concrete pavement. Apply tack coat to all binder courses before applying wearing course. Distribute at a rate of 0.05 to 0.15 gallons per square yard or surface.

Allow tack coat to cure undisturbed before applying hot mix asphalt paving.

Avoid smearing or staining adjoining surfaces, appurtenances, and surroundings. Remove spillages and clean affected surfaces.

At joints between existing bituminous pavements and new paving work, the edges of existing pavements shall be cut and neatly trimmed. An application of Class AC-20 petroleum asphalt shall be provided at all locations where new bituminous paving joins existing bituminous paving. At joint between paving and concrete curbs provide the same seal coat.

#### F. Placing Mix

General: Place asphalt mixture on prepared surface, spread and strike-off. Spread mixture at minimum temperature of 250 degrees F. Place inaccessible and small areas by hand. Place each course to required grade, cross-section, and compacted thickness.

Paver Placing: Place in strips not less than 10' wide, unless otherwise acceptable to Owner. After first strip has been placed and rolled, place succeeding strips and extend rolling to overlap previous strips. Complete base course for a section before placing wearing course.

Joints: Make joints between old and new pavements or between successive days work, to ensure continuous bond between adjoining work. Construct joints to have same texture, density and smoothness as other sections of asphalt course. Clean contact surfaces and apply tack coat.

Courses: Apply paving in separate courses, each separately rolled and



compacted. The specified and indicated thicknesses are compacted thicknesses.

Subbase: 6" of 2A modified stone (after compaction).

Base Course: Superpave asphalt mixture design.

Wearing Course: Superpave asphalt mixture design PG64-22. 0.0 to 3.0 million ESAU 9.5 mm mix 1½" depth SRL-L (after compaction).

#### G. Pavement Compaction

General: Begin rolling when mixture will bear roller weight without excessive displacement.

Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers.

Breakdown Rolling: Accomplish breakdown or initial rolling immediately following rolling of joints and outside edge. Check surface after breakdown rolling and repair displaced areas by loosening and filling, if required with hot material.

Second Rolling: Follow breakdown rolling as soon as possible, while mixture is hot. Continue second rolling until mixture has been thoroughly compacted.

Finish Rolling: Perform finish rolling while mixture is still warm enough for removal of roller marks. Continue rolling until roller marks are eliminated and course has attained maximum density. Complete compaction before mix temperature cools to 185 degrees F.

Protection: After final rolling, do not permit vehicular traffic on pavement until it has cooled and hardened.

Joint Sealing: Joint between new and existing paving shall be sealed with an approved asphalt sealing compound.

Erect barricades to protect paving from traffic until mixture has cooled enough not to become marked.

Seal coat material shall be rolled smooth ridges and provide a uniform surface.

#### H. Traffic and Lane Markings

Allow paving to age for 30 days before starting pavement marking.

Cleaning: Sweep and clean surface to eliminate loose material and dust.

Apply traffic lines and markings in accordance with PennDOT specification.

Do not apply traffic and lane marking paint until layout and placement has been verified with Owner.

Restripe lot to existing markings. Contractor is responsible for all measurements.

Apply paint with mechanical equipment to produce uniform straight edges.

Apply in a wet film thickness of 15 mils.

I. Wheel Stops

Securely attach wheel stops to pavement with not less than two galvanized steel dowels embedded at one-quarter to one-third points. Securely install dowels into pavement and bond to wheel stop. Recess head of dowel beneath top of wheel stop.

J. Clean-up

Remove bituminous material from utility structure frames and covers. Open and reset utility manhole covers and inlet grates to ensure castings are not sealed shut.

Clean up debris and unused material and remove from the site. Dispose of all material in accordance with local, state, and federal regulations. Do not dump material in manholes or inlets.

LEHIGH CARBON COMMUNITY COLLEGE  
4525 EDUCATION PARK DRIVE  
SCHNECKSVILLE, PENNSYLVANIA 18078-2598  
GENERAL BIDDING INSTRUCTIONS

All bids must be signed and submitted in a sealed, opaque envelope plainly marked on the outside “**Asphalt Paving LCCC Tamaqua Parking Lot**” to Shannon Helmer, Director of Budgeting and Purchasing, Lehigh Carbon Community College, 4525 Education Park Dr., Schnecksville, PA, on or before August 11, 2023 at 2PM ET.

BIDS ARE TO BE SUBMITTED IN ACCORDANCE WITH THE FOLLOWING GENERAL BIDDING SPECIFICATIONS:

1. Bids will not be considered unless properly made and signed by the bidder.
2. Bids should be either typewritten or written in ink. Bids submitted in **pencil** may be rejected.
3. Changes, alterations, or interlineations in the bid by the bidder may, at the discretion of the Board of Trustees of the Lehigh Carbon Community College, void this bid entirely or that part which has been changed, altered, or interlined.
4. (a) **Bids must show unit price and total price for each item specified (if applicable). The total price bid must be stated on the “Calculation Bid Form” which is provided with the bid pack.** Where the figures are irreconcilable, awards will be made on the basis of unit prices.
- (b) It is to be understood by the bidder that the Board of Trustees of the Lehigh Carbon Community College may make its award for one or for more than one of the articles set forth in these specifications. The Board will accept the bid of the lowest responsible bidder when the kinds and quality of supplies and equipment offered are the same or are equal, but they reserve the right to reject any and all bids or select a single item from any bid.
- (c) The quantities specified are only indicative of the probable amount to be required by the Lehigh Carbon Community College for the current fiscal year and the Board of Trustees hereby grants to the successful bidder who is awarded a contract under this schedule, the privilege of furnishing additional items needed throughout the same fiscal year for which bidder was awarded contract at the same or current market price whichever is lower.
5. (a) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be accompanied by a bond with corporate surety or certified check in the amount of ten (10) percent of the amount of the bid, as set by the Board of Trustees.
- (b) The bidder to whom the **construction, reconstruction, repair, demolition, and/or alteration** contract is awarded shall furnish bonds to guarantee the performance of the contract and payment of labor and materials. Such bonds shall be in compliance with Public Works Contractors' Bond Law of 1967 (3 P.S. 191-202). Failure to furnish such bonds shall automatically void the contract award.
- (c) All bids for **construction, reconstruction, repair, demolition, and/or alteration** shall be bid at Pennsylvania Prevailing Wages. Pennsylvania Prevailing Wage Act of 1961, P.L. 987, No 442.
- (d) All bids for **construction, reconstruction, repair, demolition, and/or alteration** where the estimated cost of the total project is in excess of \$25,000, shall be required to provide a verification form (EVP) to the College acknowledging compliance with the Public Works Employment Verification Act signed into law on July 5, 2012. The verification form (EVP) is provided by the Secretary of General Services of the Commonwealth, acknowledging their responsibilities under and compliance with the Act.

6. INSURANCE REQUIREMENTS for **construction, reconstruction, repair, demolition, and/or alteration.**

Effective as of the date Contractor is to commence Services to be performed under the contract and continuing until all authorized Services have been fully and completely performed by Contractor, Contractor shall provide and maintain in full force and affect the following minimum insurance coverage as evidenced by Insurance certificates, which shall be furnished to Lehigh Carbon Community College in advance of beginning the Services. Such insurance coverage shall be placed with or carried by insurance carrier or carriers with an A.M. Best Rating of "A" or better, and Lehigh Carbon Community College may elect to require certified copies of the policies in lieu of, or in addition to, certificates of insurance.

- a) Pennsylvania Statutory Workers Compensation and Occupational Disease Insurance
  - a. Also Employers Liability Insurance in the minimum amount of \$500,000 Each Accident /\$500,000 Disease – Each Employee / \$500,000 Disease – Policy Limit.
- b) Business Automobile Liability Insurance including all owned, hired and non-owned automobiles used by or on behalf of Contractor. Minimum \$1,000,000 combined single limit for each occurrence, including bodily injury and property damage.
- c) Commercial General Liability Insurance against claims for bodily injury, death of and/or property damage to third parties with a minimum of \$3,000,000 each occurrence. At a minimum, such insurance shall provide coverage for premises-operations, products-completed operations, and contractual liability.
- d) Excess/Umbrella Liability coverage may be used in conjunction with primary coverage to attain required limits of this contract.

Contractor shall assume the risk of loss or damage to all property or equipment furnished by Contractor. Contractor waives Contractor's right of recovery against Lehigh Carbon Community College and agrees that all insurance policies covering such property or equipment shall be endorsed to affect such waiver.

Contractor's commercial general liability insurance policy shall be primary and non-contributory to Lehigh Carbon Community College's insurance. Lehigh Carbon Community College shall be named as an Additional Insured under Contractor's commercial general liability insurance policy.

Contractor shall waive any rights of subrogation it may have, either at law or in equity, related to or resulting from Lehigh Carbon Community College and hereby agrees as part of the award of the contract, to obtain the same waiver of any rights of subrogation, either at law or in equity, related to or resulting from Lehigh Carbon Community College, from each insurance company issuing Contractor an insurance policy pursuant to the terms hereof.

For all applicable purposes herein, Contractor shall also mean and include Sub-Contractor(s).

- 7. The bidder agrees, if awarded the contract, to furnish and deliver the said articles at such times, at such places, and in such quantities as directed by the designated representative of the Lehigh Carbon Community College and shall be subject to the inspection and approval of the said designated representative. The awarding of bids by the Board of Trustees of Lehigh Carbon Community College shall authorize the Vice President for Finance & Administrative Services to execute necessary contracts; but such awards are, nonetheless, qualified by the needs of the College and shall not become final as to any item or amount until purchase orders are issued by the College, the College reserving the right to decide on items and amounts needed after the bid is awarded. In the event any of said articles shall be rejected as unsuitable or not in conformity with these specifications such articles shall at once be removed and other articles of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.
- 8. As part of the award of the contract, in the event that the successful bidder shall neglect or refuse to furnish and deliver the said articles or any part thereof as provided in these specifications or to replace any which are rejected as stated in the preceding paragraph, the bidder authorizes and empowers the Board of Trustees of the Lehigh Carbon Community College to purchase articles in conformity with the contract from such party

or parties in such quantities and in such manner as it shall select at the expense of the successful bidder, or to cancel the contract, reserving to itself nevertheless all rights for damages which may be incurred by the Board.

9. The bidder agrees that if awarded the contract, bidder will not assign, transfer, or sublet it.
10. The bidder agrees that if awarded the contract, bidder will not assign or transfer in whole or in part any rights or privileges which may accrue to bidder under the terms of the contract or any money which may become due to bidder there under.
11. Inasmuch as the Community College is not subject to Federal or State taxes, the bid shall not include these taxes. A Commonwealth of Pennsylvania, Department of Revenue, Bureau of Sales and Use Tax, "Blanket Exemption Certificate" will be furnished by the College upon request of the bidder.
12. Where the invitation for bids describes or specifies a particular article, alternate bids covering articles equal in all respects are permitted, unless otherwise stated. Where an invitation specifies an article by name and the bidder intends to furnish another article which bidder considers equal thereto, in every such instance the name and grade of the equivalent must be specified in the bid, otherwise no substitution will be allowed.
13. If requested by the College, samples must be furnished to the College for evaluation when an alternate item is bid. All samples must be supplied and returned at the bidder's expense.
14. The bidder does hereby agree that, if awarded the contract under these specifications, bidder will indemnify and save harmless the Lehigh Carbon Community College, its officers, members of the Board of Trustees, and their respective assistants from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the Lehigh Carbon Community College and the successful bidder, and further that upon the awarding of the contract to the undersigned bidder in accordance with these specifications this agreement of indemnification shall automatically become effective.
15. Vendors submitting bids for construction, reconstruction, repair, demolition, and/or alteration may be required to read and sign a Contractor's Waiver of Liens if awarded the contract. However, failure to read and sign Contractor's Waiver of Liens, if required, will void the contract award."
16. The Board of Trustees of the Lehigh Carbon Community College reserves the right to accept or reject any or all bids and to award the bid in the best interest of the Lehigh Carbon Community College as judged by the Board of Trustees.
17. The singular as used herein shall include the plural, the masculine shall include the feminine and neuter; "articles" as used herein shall include supplies, materials and equipment, and all incidental work and labor if the same is contemplated in these specifications.
18. **Security Policies**

#### Alcoholic Beverage and Narcotics Policy

Alcoholic beverages are prohibited on campus at all times regardless of your age. If you are caught with alcohol on campus, it will be confiscated, and you will be asked to leave the campus. Students caught with alcohol on campus will have their I.D. taken. They will then pick up their I.D. at the Student Services Office. The Dean of Students will issue the necessary sanctions which may include fines, community service work, suspension or expulsion from all college activities, along with the possibility of criminal charges.

All illegal narcotics are prohibited on campus and at all college-sponsored events. Anyone caught possessing, transporting, or selling a controlled substance is in violation of both college and state laws. College sanctions include fines, community service work, and expulsion from all college activities, along with the possibility of criminal charges. The Pennsylvania State Police may also be summoned. As a result, criminal charges are possible.

Firearms/Weapons Policy

Firearms, or any type of weapons, are prohibited on college property. This includes the main campus as well as our satellite sites. Any violators to this policy will be turned over to the Dean of Students and the Pennsylvania State Police. As a result, criminal charges are possible.

The general bidding instructions consist of four (4) pages as noted in lower right page footer. The undersigned bidder certifies to have read every page and offers to furnish the articles specified and to perform all incidental work contemplated herein, to the Lehigh Carbon Community College in exact accordance with these specifications and at the prices stated.

Name of Vendor \_\_\_\_\_

Authorized Signature \_\_\_\_\_ Date: \_\_\_\_\_

Address \_\_\_\_\_

Email \_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

**Tabulation Bid Form**  
**August 11, 2023, 2PM**  
**Asphalt Paving LCCC Tamaqua Parking Lot**

We, \_\_\_\_\_, hereby propose and agree to furnish and deliver services required in accordance with specifications in the Asphalt Paving LCCC Tamaqua Parking Lot bid document.

Addenda: The undersigned has thoroughly examined any and all Addenda (if any) issued during the Bid period and are thoroughly familiar with all contents thereof and acknowledges receipt of the following Addenda: (List all addenda).

Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_  
Addendum No. \_\_\_\_\_ Date Received \_\_\_\_\_

Proposed base price for Asphalt Paving LCCC Tamaqua Parking Lot.

Amount: \$ \_\_\_\_\_

Check List:

- \_\_\_ Bid Form
- \_\_\_ Signature on Lehigh Carbon Community College's Bidding Instructions
- \_\_\_ References
- \_\_\_ Bid Bond
- \_\_\_ Performance Bond
- \_\_\_ Certificate of Insurance
- \_\_\_ Non-collusion affidavit

Company Name: \_\_\_\_\_

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

Signature of Authorized Person submitting bid: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

**NONCOLLUSION AFFIDAVIT**

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

County of \_\_\_\_\_: s.s.

I state that I am the \_\_\_\_\_ (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 prices(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, proposer or potential proposer.
2. Neither the price(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 proposer or potential proposer, and they will not be disclosed before the proposal submission date.
3. No attempt has been made or will be made to induce any firm or person to refrain from proposing on 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 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 proposing and/or 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 upon by the Department of General Services 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 the Department of General Services of the true facts relating to the submission of this proposal.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Signatory's Printed Name)

\_\_\_\_\_  
(Signatory's Title)

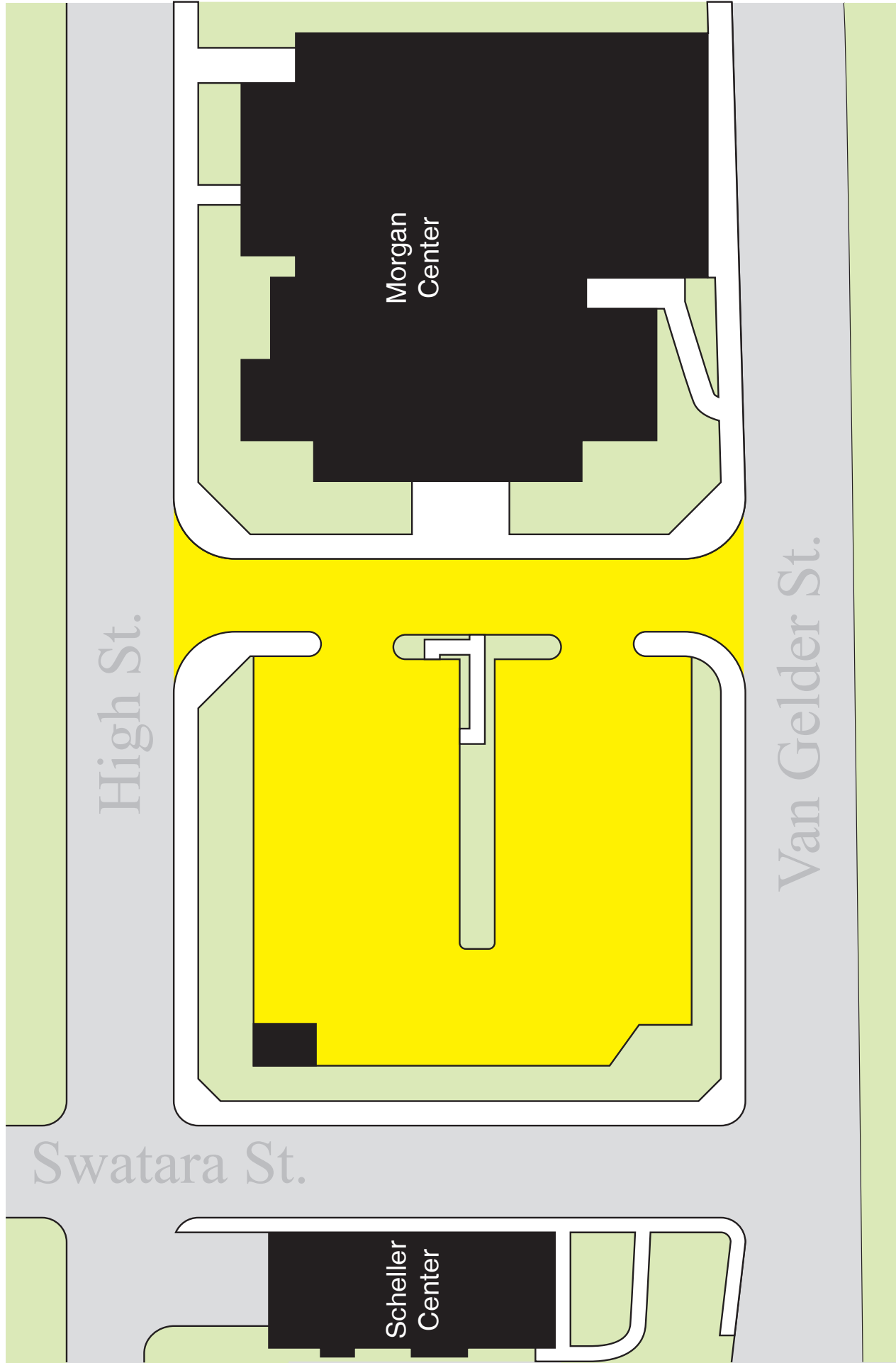
SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY OF  
\_\_\_\_\_, 20\_\_\_\_

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

My Commission Expires \_\_\_\_\_



# LCCC Tamaqua



Area to be repaved