



BOROUGH OF PERKASIO

620 W. Chestnut Street
PO Box 96
Perkasie, PA 18944-0096

Phone (215) 257-5065
Fax (215) 257-6875

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Perkasie Borough Proposal No. 2023-08 shall consist of the following documents:

- Notice to Bidders
- Instructions to Bidders and General Conditions (short form)
- Form of Proposal
- Technical Specifications

NOTICE TO BIDDERS

Sealed proposals (Bid #2023-08) will be received by the Borough of Perkasio at Borough Hall, 620 W. Chestnut Street, Perkasio until 10:00 AM on Wednesday, January 10, 2024 for furnishing approximately 20,000 gallons of gasoline and 12,000 gallons of diesel fuel during the period of February 1, 2024 to December 31, 2024 dispensed at the bidder's site. All proposals received will be opened and read aloud at a meeting to be held at 10:00 AM on Wednesday, January 10, 2024 in the Borough Office at the above address. The Borough Council is expected to award the contract at their meeting on Tuesday, January 16, 2024.

Proposal documents for Perkasio Borough Proposal #2023-08 can be secured at Borough Hall. All proposals shall be made in duplicate on these regular forms and shall be sealed, properly identified, and in the hands of the Borough Manager at or before the time specified.

Each bid shall be accompanied by bid security in the amount equal to 10% of the base bid amount in the form of a bid bond as described in the supplementary instruction to bidders.

A Performance Bond and a Payment Bond in the forms provided in the Project Manual, each in an amount equal to one hundred (100%) of the amount of the contract, and each with satisfactory corporate surety, may be required to be furnished by the successful Bidder prior to execution of the contract. The Borough Council reserves the right to waive the Performance and Payment Bonds.

The Borough hereby reserves the right to reject any or all bids, or any items therein, and to waive any informality in bids received.

BY ORDER OF BOROUGH COUNCIL

Andrea L. Coaxum
Borough Manager

INSTRUCTIONS TO BIDDERS

1. Receipts and Opening of Proposals

Proposals will be received and opened by the Borough for the proposed work, services or materials as outlined in "Notice to Bidders". The Borough may consider informal any proposal not prepared and submitted in accordance with the provisions thereof, and may waive any informalities in, or reject any and all proposals. Any proposal may be withdrawn prior to the scheduled time for opening of proposals or authorized postponement thereof. Any proposal received after the time and date specified in the "Notice to Bidders" shall not be considered. All bids shall remain firm and irrevocable for the period of thirty (30) days after the public opening thereof.

2. Proposal Forms

All proposals must be submitted on the "proposal form" attached to this contract document. It must not be removed. The bidder or his authorized representative must sign all bids. Bids are required for the entire work or product described herein unless otherwise indicated and neither partial bids nor contingent bids will be considered. All bid prices must be written in ink or typed in words and figures in the blank spaces provided for each item. In case of discrepancy, the written words will be considered as the bid price. Proposals shall be submitted in sealed envelopes bearing on the outside the name of the Bidder, his/her address and the name of the project for which the bid is submitted and shall be delivered to the Borough of Perkasié as specified in the "Notice to Bidders". If forwarded by mail, the sealed envelope containing the proposal and marked as designated above must be enclosed in another envelope, address as specified in the "Notice to Bidders" and sent by registered or certified mail.

3. Contractor's Understanding

It is understood and agreed the Contractor or Supplier has satisfied himself as to the nature and location of the work, the conformation of the ground, the character, quality and quantity of the materials to be encountered, the character of equipment and facilities needed during the prosecution of the work, the general and local conditions, and other matters which may affect work. No verbal agreement or conversation with any agents or employee of the Borough of Perkasié shall affect any of the terms or obligations herein contained.

4. Plans and Specifications

Should a Bidder find discrepancies in or omissions from the drawing or specifications, or be in doubt as to their meaning, he/she shall at once notify the Borough Manager, who will then send a written bulletin or addenda to all bidders clarifying the matter.

5. Assignment

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any monies due or to become due to him hereunder, without the previous consent of the Borough Manager.

6. **Qualifications of the Bidder**

The Bidder will be required to show that he/she is capable of performing the work contemplated and upon request shall furnish a financial and experience statement satisfactory to the Borough.

7. **Bond Requirements**

BID BOND-A bid bond is the amount of ten percent (10%) of the estimated contract price made payable to Perkasio Borough shall be submitted with each proposal.

PERFORMANCE BOND -The successful bidders shall provide a performance bond to Perkasio Borough for one hundred percent (100%) of the amount of the contract awarded by the municipality or authority.

8. **General**

Test of materials when required shall be paid for by the person or firm having contract for the furnishing for the material. The selection of bureaus, laboratories and/or agencies for the inspections and testing of materials shall be subject to the approval of the Borough Council. Satisfactory documentary evidence that the materials have passed the required inspections and test must be furnished to Council for all materials tested.

The various materials and products mentioned in the specifications are given to establish a standard of quality and cost, and it is not the intent to limit to any one product, but rather set up the same as the standard desired or acceptable and to establish a basis for quality.

Where proprietary names are used, whether or not followed by the words "or an approved equal", article of equal quality may be used if approved by Council.

9. **Terms of Contract**

The terms of this contract shall be from January 1,2024 to December 31, 2024.

10. **Pricing**

Bids are requested for supplying the quantity of petroleum products estimated. Also, bids are based on either a firm price which is identified by the bidder on the bid form's line "Price Per Gallon" or based upon a market fluctuation as defined hereinafter.

At the time of bid submittal, it is understood that the firm price quotations are to remain good until January 31, 2024 at which point, if the municipality has not contracted with the bidder, prices are subject to market fluctuation on a daily basis using the formula stated below.

For prices other than firm price, all bids except propane are to be based upon the OPIS Philadelphia Mean published on January 1, 2024. If for any reason the information is not published on these stated days, the vendor must use the price contained in the very next available date of publication. The market fluctuation price is the “total cost per gallon” price PLUS OR MINUS the difference between the delivery date OPIS Philadelphia Mean price and the OPIS Philadelphia Mean price on January 1, 2024 plus the bidder’s delivery charge to the bidder’s site. For example, if OPIS Philadelphia Mean price on January 1, 2024 is \$1.50 per gallon, bidder bids a delivery charge of \$.50, and then on a future delivery date the OPIS Philadelphia Mean price is \$2.00 – the total cost to the Borough is \$2.50. In short, with a floating rate option it is the delivery cost plus the Philadelphia Mean price on the date of delivery that the bidder is submitting a bid.

11. **Bid Exceptions**

Minimum order requirements, if applicable, must be stated as an exception on the Bid Proposal Form. Also, any inability on the part of a bidder to comply with the conditions and specifications are herein outlined must be clearly stated on the bid.

12. **Discounts and taxes**

Price quoted shall be net of all discounts and all taxes, including Federal taxes, for which the Borough is exempt. Note that the Federal law requirements of an approximate additional \$0.001 per gallon tax on all products should not be included in bid quote; however, if a municipality is required to pay tax it will be added to the successful vendor’s billing. Also, note that the Federal law requirement of an approximate additional \$.0020 per gallon tax on heating oil due to the enactment of NORA, the National Oil Research Association, should not be included in the bid quote; however, if a municipality is required to pay the tax it will also be added to the successful vendor’s billing.

The successful vendor shall supply necessary tax exemption forms. Individual participating municipalities and authorities agree to complete and sign any necessary tax exemption certificates. It is understood that Superfund charges are not exempt.

Bidders shall state, in the appropriate place on the proposal, what discount, if any, is offered for prompt payment of bills; and if such cash discount is offered, he shall also state within what period of time it will be allowed. Such discounts will be considered when evaluating bids as it might pertain to obtaining the lowest price for the municipality.

13. **Quantities**

The estimated quantities for purchase by the Borough are as follows:

approximately 20,000 gallons of Unleaded Regular Gasoline
variable gallons of Unleaded Premium Gasoline
approximately 12,000 gallons of On –Road Low Sulfur Diesel

14. **Dispensing**

The Borough has no storage facilities.

15. **Award**

The Borough reserves the right to reject any or all proposals in whole or part, and to waive any informalities permitted by law. Fixed price awards are subject to the time requirement stated in Section 10. Fuel costs for travel beyond the Borough limits and labor costs will be factored into the low price.

16. **Specifications**

1. Unleaded Regular Gasoline: Unleaded gasoline with a minimum octane rating of 87. This fuel shall meet all Federal and State regulations in effect concerning unleaded gasoline and be in conformance with industry standards.
2. Unleaded Premium Gasoline: Unleaded gasoline with a minimum octane rating of 93. This fuel shall meet all Federal and State regulations in effect concerning unleaded gasoline and be in conformance with industry standards.
3. On Road Low Sulfur Diesel: Shall have a minimum octane rating of 42 and meet ASTM- 975. All winterized fuel shall be a 70/30 mix of diesel fuel and kerosene or additive equivalent.

17. **Non – Discrimination / Equal Opportunity Employer Affidavit**

Notice of Non – Discrimination / Equal Opportunity Employer Affidavit (Exhibit A) must be completed and included with all submitted bids. Bids not containing this document will be considered invalid.

18. **Non – Collusion Affidavit**

Non – Collusion Affidavit (Exhibit B) must be completed and included with all submitted bids. Bids not containing this document will be considered invalid.

19. **Attachments**

The enclosed “Tabulation of Approximate Quantities” represents the Boroughs “good faith” estimates of its requirements for those items which it shall purchase under any contract awarded as a result of this inquiry during the period from January 1, 2024 to December 31, 2024. Unless otherwise specified on the form of proposal or in special instructions for an individual class of commodity, the quantities listed on the form of proposal, and in the “Tabulations of Approximate Quantities” are estimates only. The Borough does not guarantee to purchase any definite quantities. The amount purchased, however, shall be all of the Borough’s requirements during the term of the contract whether they be more or less than the estimates specified.

20. **Penalty**

If the company awarded the contract is unable to provide fuel due to strikes or other reasons over which it has no control, the Borough will have the right to purchase fuel on the open market at the delivery price. It can then bill the company awarded the original contract the difference between the contract price awarded and the amount that has to be paid.

In the event of the delivery of poor quality fuel caused either by off-specification or contaminated trucks, the company awarded the contract will remove and replace the product with the proper material and repair any damage to equipment caused by the contamination. All of this will be done at the vender's expense.

21. **Accessibility**

Gasoline and diesel fuel must be available to Perkasio Borough 24- hours a day, 7- days a week And be accessible by a key card which will be issued for each vehicle.

Products will be received at the bidder's facilities and a receipt will be issued for each purchase.

Bidder stipulates that in event of a fuel emergency that Borough vehicles, especially police cars, will be given priority in obtaining fuel.

22. **Miscellaneous**

Questions related to the specifications and proposal should be directed to Andrea L. Coaxum, Borough Manager, 620 West Chestnut Street, P.O. Box 96 Perkasio, PA 18944.

PROPOSAL

Borough Council
Borough of Perkasio
620 West Chestnut Street
Perkasie, PA 18944

Ladies and Gentlemen:

This proposal is submitted in accordance with your public advertisement inviting proposals for furnishing gasoline for the use of the Borough of Perkasio during the period February 1, 2024 through December 31, 2024.

Having carefully examined the contract documents, consisting of Notice to Bidders, Instructions to Bidders and General Conditions, Proposal and Specifications, and various conditions affecting the furnishing of any material, the undersigned herein agrees to furnish all materials in accordance with said contract documents, and will accept in full payment thereof the following unit price bid for the items listed below:

Fuels

Prevailing are Seller's posted price per gallon as of January 1, 2024.

ITEM 1A FIXED PRICE (regular)

Unleaded regular gasoline with a minimum octane rating of 87, approximately 20,000 gallons

Price per gal. _____ x 20,000 gallons = \$ _____

Less discount per gal. _____ x 20,000 gallons = \$ _____

Net island price per gal. _____ x 20,000 gallons = \$ _____

Add distance outside Borough limits _____ miles x .205 = \$ _____
(measured from 9th St. and Pine St. – Police/Public Works)

Net Price per gallon \$ _____ x 20,000 gallons
= \$ _____

Brand Name _____

Octane Rating _____

ITEM 1B MARKET FLUCTATION (regular)

Unleaded regular gasoline with a minimum octane rating of 87, approximately 20,000 gallons

Price per gallon on _____ based on OPIS Philadelphia \$ _____
Mean Price (variable)

Bidders Delivery Charge (mark up) per gallon (fixed) \$ _____

Net fluctuating price per gallon \$ _____

Add distance outside Borough limits \$ _____
. _____ miles x .205

Final price (January 1, 2024) \$ _____

Brand Name _____ Octane Rating _____

Bid is for OPIS Philadelphia Mean Price as established from day to day plus delivery charge.

ITEM 2A FIXED PRICE (premium)

Premium gasoline with minimum octane rating of 93, minimal quantity. (less than 1,000 gallons)

Unleaded regular gasoline with a minimum octane rating of 87, approximately 20,000 gallons

Price per gal. _____ x 1,000 gallons = \$ _____

Less discount per gal. _____ x 1,000 gallons = \$ _____

Net island price per gal. _____ x 1,000 gallons = \$ _____

Add distance outside Borough limits _____ miles x .205 = \$ _____
(measured from 9th St. and Pine St. – Police/Public Works)

Net Price per gallon \$ _____ x 1,000 gallons = \$ _____

Brand Name _____ Octane Rating _____

ITEM 2B MARKET FLUCTATION (premium)

Premium gasoline with minimum octane rating of 93, minimal quantity. (less than 1,000 gallons)

Price per gallon on _____ based on OPIS Philadelphia \$ _____
Mean Price (variable)

Bidders Delivery Charge (mark-up) per gallon (fixed) \$ _____

Net fluctuating price per gallon \$ _____

Add distance outside Borough limits \$ _____
. _____ miles x .205

Final price (January 1, 2024) \$ _____

Brand Name _____ Octane Rating _____

Bid is for OPIS Philadelphia Mean Price as established from day to day plus delivery charge.

ITEM 3A FIXED PRICE (diesel)

Diesel fuel with a minimum cetane rating of 45, approximately 12,000 gallons

Price per gal. _____ x 12,000 gallons = \$ _____

Less discount per gal. _____ x 12,000 gallons = \$ _____

Net island price per gal. _____ x 12,000 gallons = \$ _____

Add distance outside Borough limits _____ miles x .205 = \$ _____
(measured from 9th St. and Pine St. – Police/Public Works)

Net Price per gallon \$ _____ x 12,000 gallons = \$ _____

Brand Name _____ Octane Rating _____

ITEM 3B MARKET FLUCTUATION

Diesel fuel with a minimum cetane rating of 45, approximately 12,000 gallons

Price per gallon on _____ based on OPIS Philadelphia \$ _____
Mean Price (variable)

Bidders Delivery Charge (mark-up) per gallon (fixed) \$ _____

Net fluctuating price per gallon \$ _____

Add distance outside Borough limits \$ _____
. _____ miles x .205

Final price (January 1, 2024) \$ _____

Brand Name _____ Octane Rating _____

Bid is for OPIS Philadelphia Mean Price as established from day to day plus delivery charge.

It is mutually agreed that the above gross and net prices in Perkasie, Pennsylvania, and are increased or decreased in conformity with such prices in effect at the time of each purchase of gasoline.

That the undersigned hereby agrees the materials shall be furnished in the amount required by the Borough at such times and such points as directed, and that any undue delay on our part in making said material available, whereby the Borough of Perkasie suffers a loss in time and labor, shall be deemed sufficient reason for rescinding the contract upon three (3) days' written notice of the intention to rescind for reason given by the Borough of Perkasie to us.

The undersigned also certify that this proposal is genuine, and not a sham or collusive, nor made in the interest or on behalf of any person, firm or corporation not herein named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to submit a sham bid, or any other person, firm or corporation to refrain from bidding, and that the undersigned has not in any manner sought by collusion to secure for him/herself an advantage over any other bidder.

It is understood that the Borough will pay supplier for merchandise actually dispensed or delivered within thirty (30) days after delivery of invoice and acceptance thereof. Successful bidder will not assign, transfer or subcontract any of his rights hereunder.

Respectfully submitted:

Firm Name:

By: _____

Title: _____

Date: _____

1. _____
(firm name)

Is a corporation organized under the laws of _____?

With _____ President, and _____ Secretary.

2. _____
(firm name)

Is a Co –partnership trading and doing business under this firm name with _____
_____ as partners.

3. _____

Is an individual doing business under the name of _____
(firm name)

This bid is hereby accepted and awarded this ____ day of _____, 2023.

BOROUGH OF PERKASIE

BIDDER

By: _____
President of Council

By: _____
President (or partner)

Attest: _____
Borough Secretary
(Seal)

Attest: _____
Secretary
(Seal)

SPECIFICATIONS

1. Unleaded is to be quoted as both standard unleaded regular gasoline with an octane rate of 87 or more and super unleaded gasoline with octane rate of 89 or more and shall meet all U.S. Government regulations in effect concerning unleaded gasoline.
2. Diesel fuel shall have a cetane rate of 45.
3. Price quoted should be net of all discounts and all taxes, including federal taxes for which the Borough is exempt. Successful bidder shall supply any necessary tax exemption forms.
4. The Borough may, at its discretion and at any time during the contract period, require the contractor to certify prevailing Seller's prices designated in the proposal, and/or to provide the Borough with date meter tests made by an independent testing firm approved by the Borough.
5. Contractor shall assure that the fuel shall not become contaminated by other fuels or foreign matter which may result from the contractor's carelessness or negligence in properly cleaning his equipment. Failure to provide the assurance, or the transmission of contaminate gasoline resulting from such failure, shall be sufficient reason for cancellation of this contract. The Borough shall have the right to make or have made such test of the material or to take samples of such tests, to ascertain compliance with this specification.
6. The successful bidder may be required to furnish a bond guaranteeing the performance of this contract, with sufficient surety in the amount of one hundred percent of the amount of the liability under the contract, within twenty (20) days after the contract has been awarded unless waived by the Borough Council. The sum of the price per gallon set forth in the proposal times the approximate quantity in paragraph 7 of these specifications.
7. It is estimated that during the contract period designated in the proposal form, the gasoline required will be approximately 20,000 gallons of unleaded gasoline and approximately 12,000 gallons of diesel fuel.
8. The specified fuel(s) shall be made available to authorized Borough personnel through the automated fuel card network, 20 hours per day and 7 days per week.
9. Officers of the building corporation, partnership or company shall sign this proposal and the corporate seal shall be affixed to this proposal so that the proposal forms shall become the final contract documents.
10. The Borough reserves the right to award any or all of the items bid.

Price Differential

In order to insure relative fairness to all bidders, it is necessary to factor in the cost of driving beyond the limit of the Borough to purchase gasoline and diesel fuel. That extra cost factor will be added to all bids

from the suppliers outside of the Borough, since there is an additional cost to the Borough in time and fuel to drive that extra distance.

For gasoline, an added \$.205 per gallon will be added to the mark up cost for each mile traveled out of Perkasio Borough. (.03/gal, travel + .175/labor = \$.205).

For diesel, an additional \$.1125 per gallon will be added to the mark up cost for each mile traveled out of Perkasio Borough. (.025/gal, travel + .0875/gal labor = \$.1125).

Mileage Factor

The mileage factor was determined as follows:

For gasoline, assume that gasoline costs \$3.00 per gallon (net after federal taxes).

Assume the average vehicle gets 10 miles per gallon. It would therefore cost \$.30 in fuel costs to drive the additional mile to the supplier.

$\$3.00/\text{gallon} \times 10 \text{ miles}/\text{gallon} = \$.30 \text{ mile.}$

Assume the average fill up is 10 gallons of gasoline.

$\$.30/\text{mile} \div 10/\text{gallons} = \underline{\$.03 \text{ per gallon}}$ is the cost factor for driving to the supplier.

For diesel products, assume that the fuel costs \$2.50 per gallon (net after federal taxes).

Assume that the average truck gets 5 miles per gallon.

$\$2.50/\text{gallon} \times 5 \text{ miles}/\text{gallon} = \$.50 / \text{mile}$

Assume that the average fill up is 20 gallons of diesel.

$\$.50/\text{mile} \div 20 \text{ gallons} = \underline{\$.025 \text{ per gallon}}$ is the cost factor for driving to the supplier.

Labor Factor

In addition to the above fuel costs, there is also a time component for the Borough employees to drive to the supply site.

Assume the average employee (public works, electric dept. police dept.) makes \$35 per hour (with benefits) and it takes 3 minutes to drive each additional mile (at 20 MPH) outside of the Borough would add \$1.75 each mile traveled. Based on the previous assumption of 10 gallons per fill-up, this would add \$.175 per gallon for each mile traveled out of the Borough. For diesel, the cost factors would be \$.0875 per gallon based on a 20 gallon fill-up.

EXHIBIT A

EQUAL EMPLOYMENT OPPORTUNITY IN CONTRACTS FOR THE
COMMONWEALTH OF PENNSYLVANIA

NOTICE OF NON-DISCRIMINATION CLAUSE

Notice to: Contractor(s), Sub-contractor(s), Supplier(s), Vendor(s), and Labor Organization(s).

TO: _____

You are hereby given notice that the undersigned holds a contract with the Commonwealth of Pennsylvania and has agreed under the Non-discrimination Clause of such contract to the terms set forth in 16 PA Code, Chapter 49, Contract Compliance Regulations, Section 49101 (d) setting forth clauses (1) through (11).

The contract held by the undersigned is number _____ and is with _____ a contracting agency of the Commonwealth.

Pursuant to clause (1) of such Non-discrimination Clauses, the subject matter of the contractor's undertakings to insure equal employment opportunities to applicant for employment without discrimination because of religious creed, race, color, sex, age, ancestry or national origin, includes but not limited to:

"Recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination, rates of pay or other forms of compensation and selection for training or retaining, including apprenticeship and on-the-job training."

(Contractor)

Date

EXHIBIT B

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Anti-bid rigging Act, 72 P S SS 1611 et.Seq. governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder, with responsibilities for the preparation, approval or submission of the bid.
4. In case of bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complimentary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

EXHIBIT C

NON-COLLUSION AFFIDAVIT

State of _____: Contract _____

County of _____:

I state I am _____ of _____
(Title) (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 the bid.

I state that:

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

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

No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid of other form or complementary bid,

The bid of my firm is made in good faith and not pursuant to any agreement of discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.

_____ (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 (4) 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 representation are material and important and will be relied on by the Borough of Perkasio in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Perkasio Borough of the true facts relating to the submission of bids for this contract.

EXHIBIT C (CONT)

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE

ME THIS _____ DAY OF

_____, 2024.