SEALED PROPOSALS

Sealed proposals will be received by the Borough of Tyrone until 11:00AM, prevailing time on November 19, 2026 at the Tyrone Municipal Building, 1100 Logan Avenue, Tyrone, PA 16686 for the following:

Lime and Patch Paving of Borough Street Cuts

Specifications for the above contract are available at the Tyrone Municipal Building, 1100 Logan Avenue, Tyrone, PA and on our website at www.tyroneboropa.com. The Borough of Tyrone reserves the right to reject any and all bids, to waive any informalities or technical defects in such bids, or to award the contract in the best interest of the Borough.

If you are a person with a disability and require an auxiliary aid, service or other accommodation to participate in this bid proceeding, please contact the Borough Manager's Office at 684-1330 to discuss how the Borough may best accommodate your needs.

Kimberly D. Gurekovich
Borough Manager

John D. Harlow, Mayor/President of Council
Sarah J. Hunter, Vice President of Council
Robert Dollar, Councilmember
Bridgette Gill, Councilmember
Ken Patterson, Councilmember
Tammy Wills, Councilmember
William Wiser, Councilmember
Debbie Kann, Councilmember

BOROUGH OF TYRONE
1100 Logan Avenue
Tyrone, Pennsylvania 16686
(814) 684-1330
FAX (814) 684-5266 • TDD (814) 684-5601
Website: www.tyroneboropa.com

Kimberly D. Gurekovich
Borough Manager

SPECIFICATIONS FOR INSTALLING BITUMINOUS PATCHING OF STREET CUTS AT VARIOUS LOCATIONS AROUND THE BOROUGH

October 15, 2026

GENERAL SPECIFICATIONS

1. SPECIFICATIONS

The Specifications are described as including and incorporating the General Specifications, Detailed Specifications, Proposal Form, Proposal Bond, Performance Bond, Certificate of Insurance and Non-Collusion Affidavit.

2. COMPLETENESS OF SPECIFICATIONS

Unless written notice is received by the Borough as to any apparent discrepancies or incompleteness in the specifications prior to the date and time for receipt or proposals, these specifications will be considered as clear and complete.

3. ADDENDUM

The Borough reserves the right to correct, change, add to or delete from the specifications by written addendum. Two (2) copies of any addendum shall be forwarded to all bidders. Bidders shall attach one (1) copy of the addendum to their copy of the specifications and shall sign the other copy and attach it to their proposal.

4. EXPLANATION OF SPECIFICATIONS

Any explanation or interpretation of these specifications by the Borough shall be binding only if in the form of a written addendum furnished to all bidders. Oral or other explanations or interpretations made prior to the opening or proposals shall not be binding.

5. RESPONSIBILITY

The specifications include general, sectional and subject titles for convenience only. No responsibility is assumed by the Borough for any omissions or duplications due to errors in the arrangement of subject matter in the specifications.

6. INQUIRIES

Inquiries may be directed in writing to:

Kimberly D. Gurekovich, Borough Manager
Tyrone Borough Municipal Building
1100 Logan Avenue
Tyrone, PA 16686

or by calling the Borough Municipal Building between 8:00am - 4:00pm at (814) 684-1330 Monday - Friday.

7. PROPOSALS

A. Proposals must be made on the proposal form attached and must be fully completed and signed by the proper person(s).

B. Proposals must be submitted in a sealed envelope clearly identifying its content as a **"SEALED PROPOSAL FOR INSTALLING BITUMINOUS PATCHING OF STREET CUTS AT VARIOUS LOCATIONS AROUND THE BOROUGH".**

C. Proposals must be received at the Municipal Building, 1100 Logan Avenue, Tyrone, PA 16686 prior to 11:00AM, prevailing time, on Thursday, November 19, 2026.

D. Proposals will be opened by the Borough immediately after 11:00AM prevailing time on November 19, 2026.

E. Bids will be awarded by Borough Council in accordance with applicable Borough bidding procedures.

F. Borough reserves the right to extend the time for receipt and/or opening of Proposals.

8. GUARANTIES OR WARRANTIES

Bidder shall submit with his proposal a listing of all guaranties or warranties for the particular item or work proposed to be furnished.

9. PROPOSAL SECURITY - PROPOSAL BOND

Each proposal shall be accompanied by a Certified Check or Proposal Bond as proposal security in the minimum amount of (10%) of the total bid price. Said check or bond shall be payable to or name as obligee the Borough of Tyrone as a guarantee that the Bidder will execute the contract as provided therein. All Proposal Bonds must be submitted on the form attached or as approved by the Borough Solicitor.

10. PERFORMANCE BOND

The successful bidder is required to furnish the Borough, within twenty (20) calendar days after the award of the contract, a Performance Bond on the form attached or as approved by the Borough Solicitor in the amount of one hundred percent (100%) of the contract price. Failure to furnish the proper Bonds within the allotted time shall be deemed to be contract default. Borough shall have the right to collect the bidder's proposal security as liquidated damages and the right to seek other legal remedies.

11. WITHDRAWAL OF BIDS

No bidder may withdraw a bid for a period of forty-five (45) calendar days after the date set for the opening thereof. A violation of this provision on the part of the bidder shall result in

a forfeit of the proposal security to the Borough as liquidated damages. Borough also reserves the right to seek other legal remedies.

12. RIGHTS RESERVED

The Borough reserves the right to waive any informalities, to reject any or all proposals for any reason, and to award the contract in the best interests of the Borough.

13. ASSIGNMENT/SUBCONTRACT

The successful bidder to whom an award is made shall not sell, sublet, subcontract, transfer, or assign the contract or any portion thereof or any rights, title, or interest therein to any person, firm or corporation without the prior written consent of the Borough. In the event Borough consents to any assignment or subcontract of the Contract, same shall be only in a form of documentation furnished exclusively by the Borough.

14. PAYMENT

Payment shall be made by the Borough within thirty (30) calendar days following installation of patching and acceptance by the Borough.

15. INSPECTION

The Borough may, as it deems necessary, inspect at any time any item and/or work furnished under this Contract. Any such inspections, or lack of any such inspection, shall not in any way relieve the successful bidder and/or his sureties from their responsibilities under this Contract.

16. LIQUIDATED DAMAGES

The successful bidder hereby agrees that liquidated damages of five hundred dollars ($500.00) shall be deducted from the contract price for each and every calendar day that said contract continues uncompleted beyond the contract time herein specified.

17. INDEMNIFICATION

Borough's acceptance of the successful bidder's proposal shall constitute the successful bidder's agreement to indemnify and save harmless the Borough and all its officers, agents and employees from all suits, actions, or claims arising out of or from the bidder's acceptance of the Specifications and/or bidder's performance thereunder.

18. TAXES

The successful bidder will be responsible for the payment of any applicable Excise, Sales, Use and/or other taxes required by law on all materials, tools, apparatus, equipment, fixtures and incidentals which he purchases or uses for the purpose of fulfilling the work of this

contract, and he shall include all amounts required for such taxes within the item prices bid in his proposal. No additional payment will be made to cover such taxes. Each bidder shall thoroughly familiarize himself before submitting a Proposal with all laws requiring the payment of taxes.

19. LAWS AND ORDINANCES

Successful bidder shall comply with all laws, ordinances, rules and regulations of any governmental body, agency or commission having jurisdiction in the matter.

20. PATENTED DEVICES

Successful bidder shall defend any and all suits and assume all liability for any and all claims made against the Borough or any of its officers, agents, or employees for the use of any patented device, process or article forming a part of the specified matter furnished under the Contract.

21. ENTIRE AGREEMENT

The Specifications, once accepted by the successful bidder executing the Proposal Form and the Borough awarding the bid to successful bidder and also executing the Proposal Form shall constitute the entire agreement between the parties and the parties acknowledge that no other oral or written agreement exists between the parties and the parties acknowledge that no other oral or written agreement exists between the parties. These Specifications may not be altered or amended in any manner except in writing executed by the Successful Bidder and the Borough.

22. BINDING EFFECT

The Specifications which constitute the entire agreement between the parties, shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, personal representatives and assigns.

23. PENNSYLVANIA LAW

The Specifications shall be interpreted in accordance with Pennsylvania law and all proceedings brought thereon shall be heard in the Blair County Court of Common Pleas, Blair County, Pennsylvania.

24. AMBIGUITIES

Any and all ambiguities found in the Specifications shall be construed in favor of the Borough.

25. INSURANCE

The successful bidder is required to furnish the Borough, within twenty (20) calendar days after the award of the contract, a Certificate of Insurance on the form attached. Failure to furnish the proper Certificate of Insurance within the allotted time shall be deemed to be a contract default and Borough shall have the right to collect the bidder's proposal security as liquidated damages and the right to seek other legal remedies. The Certificate of Insurance shall include any assignment and/or subcontract work.

26. SUPPLIER OF MATERIAL AND LABOR

The Contractor shall provide all labor, materials, equipment, machinery, apparatus and tools and perform all work specified in a satisfactory manner to complete the contract. Any labor and materials not specifically mentioned herein, which may be found necessary to complete or perfect any portion of the work in a substantial manner and in compliance with the requirements stated or implied by these specifications, shall be furnished by the contractor without additional compensation.

27. QUALITY OF MATERIAL AND LABOR

Each item of material, workmanship, or equipment used shall equal or exceed that described or indicated in the specifications. All work shall be performed in a workmanlike manner and in accordance with the best accepted practice.

28. CONTRACTOR RESPONSIBILITIES

The Contractor shall keep a responsible and competent superintendent in charge during the progress of the work. The Contractor is also responsible for determining that all persons assigned to this work have the necessary skills and required licenses. The superintendent shall represent the Contractor in his absence and all directions as to the conduct of the work given to him shall be as binding as if given to the Contractor.

29. CONTRACT TERM

The term for this contract shall run from January 1, 2027 to December 31, 2027. However, such term may be extended for an additional one (1) year period at the same price by mutual agreement of the parties.

DETAILED SPECIFICATIONS

INSTALLING BITUMINOUS PATCHING OF STREET CUTS

SCOPE OF WORK

The work shall consist of installing bituminous patching of street cuts resulting from sewer, water and/or other Borough work at various locations around the Borough. The estimated total annual amount of patching is approximately 200 square yards, however, ***the work shall be performed on an "as-needed" basis throughout the year.***

Bidder shall submit bid price, on a per yard basis, to perform all work, including excavation and preparation, removal and disposal of existing road material, installation of 4" BCBC and 1" ID2A, and sealing of all joints.

All materials and work shall meet Pennsylvania Department of Transportation standards, and bidder shall comply with all traffic control, work zone and safety requirements. Street cuts shall not be excavated and left open unless they are properly covered and/or barricaded. The time between excavation of street cuts and final paving shall not exceed forty-eight (48) hours.

Contractor shall perform such patching work within thirty (30) days after being notified by the Borough to do such work, however, any required patching on State highways shall be performed within ten (10) calendar days of notice when so directed by the Borough.

PROPOSAL FORM
INSTALLING BITUMINOUS PATCHING OF STREET CUTS AT VARIOUS LOCATIONS AROUND THE BOROUGH

Date: _____

Mrs., Kimberly D. Gurekovich, Borough Manager
Borough of Tyrone
1100 Logan Avenue
Tyrone, PA 16686

Dear Mrs. Gurekovich:

I/We propose to perform the work listed below completely in accordance with Borough Specifications for same for the following amount(s):

INSTALLING BITUMINOUS PATCHING OF STREET CUTS AT VARIOUS LOCATIONS AROUND THE BOROUGH _____ **/sq yd**

Proposal security in the minimum amount of ten percent (10%) of the bid price is enclosed. All Proposal Bonds must be submitted on Borough of Tyrone Proposal Bond forms.

If this proposal is accepted by the Borough, a Performance Bond on the form attached will be promptly furnished to the Borough.

Bidder shall list its name and address and identify itself as an individual, partnership or corporation.

Business Name:_____

Contact Person:_____

Address:_____

_____

Phone Number:_____Fax Number:_____

Email Address:_____

_____ Individual _____ Partnership _____ Corporation

If partnership, list other partners and addresses. If corporation, note corporate identity, principal office, date and state of incorporation, identity of the President and Secretary.

Enter signature(s) on appropriate line(s) below:

_____	_____
Individual	President/Vice-President
_____	_____
Partner	Secretary/Asst. Secretary

If Corporation, Affix Corporate Seal

Accepted by Borough of Tyrone

By: _____ Date: _____

BOROUGH OF TYRONE - PROPOSAL BOND (FOR CONTRACTORS TO PERFORM WORK FOR THE BOROUGH)

KNOW ALL MEN BY THESE PRESENTS, that we _____

_____, (Bidder) hereinafter called the PRINCIPAL, and

_____(Surety) hereinafter called the SURETY, a corporation organized and existing under the laws of the _____of

_____are hereby held and firmly bound unto the BOROUGH OF TYRONE, hereinafter called the OBLIGEE, as hereinafter set forth in the full and just sum of _____Dollars

($ _____), lawful money of the United States of America, for the payment of which we bind ourselves, our heirs, executors, administrators, successors and assigns jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the PRINCIPAL is herewith submitting to the OBLIGEE a certain PROPOSAL dated _____, to supply certain items to the OBLIGEE, consisting of _____

_____

as set forth in Borough SPECIFICATIONS for same, which SPECIFICATIONS are incorporated into the PROPOSAL by reference.

NOW THEREFORE,

(a) If said PROPOSAL shall be rejected by the OBLIGEE, or in the alternative,

(b) If said PROPOSAL shall be accepted by the OBLIGEE, and the PRINCIPAL shall duly execute and deliver the CONTRACT in the form attached hereto and shall execute and deliver the PERFORMANCE BOND in the form attached hereto within the stipulated time;

Then this PROPOSAL BOND shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the SURETY for any and all default of

the PRINCIPAL or claims hereunder shall in no event exceed the amount of this obligation as herein stated.

The SURETY , for value received, hereby stipulates and agrees that the obligations of said SURETY and this BOND shall be in no way impaired or affected by an extension of the time within which the OBLIGEE may accept such PROPOSAL and said SURETY does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the PRINCIPAL AND SURETY cause this BOND to be signed, sealed and delivered this _____ day of _____, 20_____.

INDIVIDUAL PRINCIPAL

Witness:

_____ _____(Seal)
Signature of Individual

Trading and doing business as:

_____

PARTNERSHIP PRINCIPAL

Witness:

_____ By:_____(Seal)
Partner

_____ By:_____(Seal)
Partner

==========

CORPORATION PRINCIPAL

_____
(Name of Corporation)

Attest:

By: _____ By:_____

_____ _____

(Secretary, Asst. Secretary) (President, Vice President)

_____

(Corporate Seal)

_____

(Corporate SURETY)

(Corporate Seal)

_____

(Name of Corporation)

Witness:

_____ By:_____

Attorney-in-fact

* Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.

BOROUGH OF TYRONE PERFORMANCE BOND *(FOR CONTRACTS TO PERFORM WORK FOR THE BOROUGH)*

KNOW ALL MEN BY THESE PRESENTS that we, _____,
(CONTRACTOR)

hereinafter called the PRINCIPAL, and _____, hereinafter
(SURETY)

called the SURETY, a corporation organized and existing under the laws of the of the _____of _____, are held and firmly bound unto the BOROUGH OF TYRONE, hereinafter called the OBLIGEE, as hereinafter set forth in the full and just sum of _____Dollars ($_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH:

WHEREAS, the PRINCIPAL heretofore submitted to the OBLIGEE a certain PROPOSAL, dated _____, 20_____, to perform certain work for the OBLIGEE, consisting of _____

_____

_____

as set forth in Borough SPECIFICATIONS for same, which SPECIFICATIONS are incorporated into the Proposal by reference.

WHEREAS, the OBLIGEE is a "contracting body" under provisions of Act No.385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967 known and cited as the "Public Works Contractors' Bond Law of 1967" as amended from time to time (the Act"), and

WHEREAS, the Act, in Section 3 (a) requires that, before an award shall be made to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, the PRINCIPAL shall furnish this BOND to the OBLIGEE, with this BOND to become binding upon the award of the CONTRACT to the PRINCIPAL by the OBLIGEE in accordance with the PROPOSAL, and

WHEREAS, it also is a condition of the SPECIFICATIONS that this BOND shall be furnished by the PRINCIPAL to the OBLIGEE, and

WHEREAS, under the SPECIFICATIONS, it is provided, inter alia that if the PRINCIPAL shall furnish this BOND to the OBLIGEE, and if the OBLIGEE shall make an award to the PRINCIPAL in accordance with the PROPOSAL, then the PRINCIPAL and the OBLIGEE shall enter into a CONTRACT with respect to performance of the WORK, the form of which CONTRACT is set forth in the SPECIFICATIONS.

NOW THEREFORE, the terms and conditions of this BOND are and shall be that if the PRINCIPAL will truly and faithfully comply with and perform the CONTRACT in accordance with the SPECIFICATIONS, at the time and in the manner provided in the SPECIFICATIONS, and if the PRINCIPAL shall satisfy all claims and demands incurred in or related to the performance of the CONTRACT by the PRINCIPAL or growing out of the performance of the CONTRACT by the PRINCIPAL, and if the PRINCIPAL shall indemnify completely and shall hold harmless the OBLIGEE and all of its officers, agents and employees from any and all costs and damages which the OBLIGEE and all of its officers, agents and employees may sustain or suffer by reason of the failure of the PRINCIPAL to do so, and if the PRINCIPAL shall reimburse completely and shall pay to the OBLIGEE any and all costs and expenses which the OBLIGEE and all of its officers, agents or employees may incur by reason of any such default or failure of the PRINCIPAL, then this BOND shall be void; otherwise, this BOND shall remain in force and effect.

This BOND is executed and delivered under and subject to the Act, to which reference hereby is made.

The PRINCIPAL and the SURETY agree that any alterations, changes and/or additions to the SPECIFICATIONS, and/or any alterations, changes and/or additions to the CONTRACT to be performed in accordance with the SPECIFICATIONS and/or any alterations, changes and/or additions to the CONTRACT , and/or any giving by the OBLIGEE of any extensions of time for the performance of the CONTRACT in accordance with the SPECIFICATIONS, shall not release, in any manner whatsoever, the PRINCIPAL and the SURETY, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this BOND; and the SURETY for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retailed percentage.

If the PRINCIPAL is a foreign corporation (incorporated under any LAWS other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this BOND are and shall be that the PRINCIPAL or the SURETY shall not be discharged from liability on this BOND, nor this BOND surrendered until such PRINCIPAL files with the OBLIGEE a certificate from the Pennsylvania Department of Revenue, evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth of Pennsylvania from said PRINCIPAL or any foreign corporation, subcontractor

thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947.

IN WITNESS WHEREOF, the PRINCIPAL and the SURETY causes this BOND to be signed, sealed and delivered this _____ day of _____, 20____.

(Individual PRINCIPAL)

_____
Name of Individual

Witness: _____ _____(Seal)
Signature

Trading and doing business as _____

(Partnership PRINCIPAL)

_____
(Name of Partnership)

Witness: _____ By _____(Seal)
(Partner)

Witness: _____ By _____(Seal)
(Partner)

(Corporation PRINCIPAL)

_____
(Name of Corporation)

ATTEST: _____(Seal) By:_____
(Secretary, Asst. Secretary) (President, Vice-President)

(Corporation SURETY)

_____
(Name of Surety)

Witness: _____ By:_____
Attorney-In-Fact

*** Attach an appropriate Power of Attorney, (with original seal) dated as of the same date as the BOND, evidencing the authority of the Attorney-in-fact to act in behalf of the Corporation.**

BOROUGH OF TYRONE - CERTIFICATE OF INSURANCE

NAME AND ADDRESS OF INSURED: _____

_____

_____

PROJECT OR CONTRACT: _____

TYPE OF INSURANCE	*	NAME & ADDRESS OF INURANCE COMPANY & POLICY NUMBER	POLICY EXPIRATION DATE	MINIMUM LIMITS OF LIABILITY
WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				STATUTORY
COMPREHENSIVE GENERAL LIABILITY Comprehensive Form Premises - Operations Explosion & Collapse Hazard Underground Hazard Products/Completed Operations Contractual Liability Broad Form Property Damage Personal Injury Fire Legal Liability Medical & Expense				BODILY INJURY & PROPERTY DAMAGE COMBINED $1,000,000 Each Occurrence $1,000,000 Aggregate $1,000,000 Personal Injury
AUTOMOBILE LIABILITY COMPREHENSIVE FORM HIRED AUTO NON-OWNED AUTO				Bodily Injury & Property Damage Combined $1,000,000 Each Occurrence
EXCESS LIABILITY UMBRELLA FORM				Bodily Injury & Property Damage Combined $3,000,000 Each Occurrence $3,000,000 Aggregate
OTHER Independent Contractors/ Sub-Contractors (Sub-Contractors must supply own Certificate of Insurance)				

*Check All That Apply

1. The Borough of Tyrone, including all officials, employees and agents, shall be included as an Additional Insured under the Comprehensive General Liability and Excess Liability Insurance listed above.

2. Products and Completed Operations coverage will be maintained for a minimum period of _ 1 _ 2 year(s) after final payment. (check appropriate box)

3. Has each of the above listed policies been endorsed to reflect the company's obligation to notify the Borough of Tyrone in the event of cancellation or non-renewal? _ Yes _ No (check appropriate box)

4. I hereby certify that I am an authorized representative of each of the insurance companies listed above and that polices of insurance, as described above and in the amounts shown, have been issued to the above named Insured and are in force at this time. I further certify that the coverages afforded under the policies listed above will not be canceled, materially changed, or allowed to expire unless sixty (60) days written notice has been given to the Borough of Tyrone.

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

NAME AND ADDRESS OF AGENCY:

_____

_____

_____

BOROUGH OF TYRONE
INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act 73 P.S. 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 the case of a 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 a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

BOROUGH OF TYRONE - NON-COLLUSION AFFIDAVIT

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 for the prices and the amounts of this bid.

I state that:

(1) The prices and amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the prices nor the amounts of this bid, (including approximate prices/amounts) 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.

(3) 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 or other form of complementary bid.

(4) This bid 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 non-competitive bid.

(5) Neither I, as an individual bidder/owner, nor this partnership, business, or corporation, its affiliates, subsidiaries, officers, directors and employees are 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 swear or affirm that I understand and acknowledge that the above representatives are material and important and will be relied on by the Borough of Tyrone in awarding the contract(s) 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 the Borough of Tyrone of the true facts relating to the submission of bids for this contract.

_____ _____

Name of Company Signature & Title of Authorized Person

Sworn to and Subscribed before me this _____ day of _____, 20_____.

_____

Notary Public My Commission Expires: