

# BOROUGH OF PERKASIE

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

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

## NOTICE TO BIDDERS

Sealed proposals (Perkasie Borough Bid Proposal #2024-10) will be received by the Borough of Perkasio at the Borough Office, 620 West Chestnut Street, Perkasio, Pennsylvania, until **July 31, 2024** for the disposal of Municipal Solid Waste. All bids received will be opened and read aloud at a meeting to be held July 31, 2024 at 10:30AM at the above address.

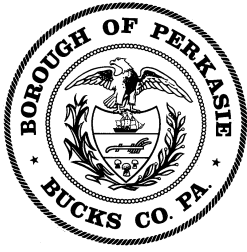
Proposal documents (Perkasie Borough Proposals No. #2024-10) can be secured at the Borough Office. All proposals shall be made in duplicate on these regular forms and shall be sealed, properly identified, and in the hands of the Borough Manager on or before the time specified.

A certified check or bid bond in the amount of ten percent (10%) of the total contract shall accompany each bid.

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



# BOROUGH OF PERKASIE

620 W. Chestnut St  
P.O. Box 96  
Perkasie, PA 18944

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

## P.B. PROPOSAL NO 2024-10

The Borough of Perkasio is soliciting bids for Disposal of Municipal Solid Waste and encourages your firm to bid. Please make note of the following points:

1. Bid envelope containing two (2) copies of your bid should be marked clearly on the outside of the envelope with the words "Disposal of Municipal Solid Waste".
2. Please read and comply with all general and special provisions. In particular, please note the need for a 10% Bid Bond or Certified Check.

Thank you for taking the time to respond to our call for bids.

Sincerely,

Andrea L. Coaxum  
Borough Manager



# BOROUGH OF PERKASIO

620 W. Chestnut Street  
PO Box 96  
Perkasio, Pa. 18944-0096

(215) 257-5065  
Fax (215) 257-7673

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Perkasio Borough Bid #2024-10 (Disposal of Municipal Solid Waste) shall consist of the following documents:

- Notice to Bidders
- General Terms and Conditions
- Instructions to Bidders
- Plans and Specification: Special Conditions
- Proposal Form
- Bid Bond
- Performance Bond
- Bidders Affidavit
- Non Collusion Affidavit
- Bidders Questionnaire
- Affirmative Action Affidavit
- Disposal Facility Affidavit

Sealed proposals will be received by the Borough of Perkasio at the Borough Office, 620 West Chestnut Street, PO Box 96, Perkasio, PA, 18944 until 10:30 AM on **July 31, 2024** for Disposal of Municipal Solid Waste as follows:

Disposal of Municipal Solid Waste: Provide municipal solid waste (MSW) disposal service to the Borough of Perkasio for all MSW generated during the calendar year 2025 delivered by the Borough to the bidder's facility.

All bids received will be opened and read aloud at a meeting to be held at 10:30 AM on July 31, 2024 in the Borough Office at the above address.

Proposal documents (Perkasio Borough Bid #2024-10 (Disposal of Municipal Solid Waste) can be secured at the Borough Office. All proposals shall be made in duplicate on these regular forms and shall be sealed, properly identified, and in the hands of the Director of Public Works at or before the time specified.

A certified check or bid bond in the amount of ten percent (10%) of the total contract shall accompany each bid.

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

## **GENERAL TERMS AND CONDITIONS**

### 1. **Definitions**

- a. **Borough**, Borough of Perkasi
- b. **Contractor**, Successful Bidder
- c. **Delivery Date**, The date the material or goods is to be received as specified in the Plans and Specifications.
- d. **FOB**, Free on Board

### 2. **Licenses, Permits and Regulations**

Contractor is responsible for obtaining all licenses and permits necessary for the execution of the work. Contractor shall also give all notices required by law and further will comply with all applicable laws, by-laws, rules and regulations pertaining to the work to be performed or goods to be provided.

### 3. **Payment**

Invoices shall be paid within thirty (30) days after acceptance of the material at the destination or receipt of the invoice, whichever is later. For any portion of the material which does not conform to the requirements of the Contract, a corresponding portion of the price may be withheld until such nonconformance is corrected. Payment shall not forfeit the Borough's right to inspect and accept the material and its documentation, nor shall the withholding of any payment, or prorated portion thereof, preclude the Borough from pursuing any other rights or remedies it may have under the Contract, in law, or in equity.

### 4. **Changes**

The Contract Documents contain the entire agreement and understanding between the parties. No verbal agreement shall vary the terms of this Contract. Changes that have been agreed upon shall be incorporated into the Contract by the issuance of a Change Order signed by an appropriate Borough Official.

### 5. **Indemnity**

The Contractor agrees to indemnify, hold harmless and defend the Borough and its officers, employees, agents, and representatives from and against: Any claim, demand, cause of action, expense, or liability arising by reason of claims by governmental authorities or others (including the Contractor's subcontractors and the employees of the Contractor or the Borough) of any actual asserted failure of the Contractor to comply with any law, ordinance, regulation, rule or order of any governmental or quasigovernmental body, provided that compliance by the Contractor therewith was required under the provisions of this contract, at law, or otherwise, including without limitation actual or asserted failure of the Contractor to pay taxes, duties, or fees or to comply with employee safety orders or safe place of employment laws; and

Any claim, demand, cause of action, loss, expense, or liability on account of injury to or death of persons (including the employees of the Borough, the Contractor and the Contractor's subcontractors and suppliers) or damage to or loss of property (including the property of the Borough) arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors, suppliers, or agents, or the employees of any thereof, in the performance of the work, including without limitation such claims loss, or liability arising under non-delegable duties of the Borough or arising from the use or operation by the Contractor of construction equipment, tools, scaffolding, or facilities furnished to the Contractor by the Borough to perform the work, irrespective of whether the party to be indemnified was concurrently negligent, whether actively or passively, and including any expenses and attorney's fees incurred by the Borough for legal action to enforce contractor's indemnification obligations under this section, but excepting where the injury or death of persons or damage to or loss of property was caused by the sole negligence or willful misconduct of the party to be indemnified; and

Any claim, demand, cause of action, expense or liability on account of actual or alleged contamination, pollution, or public or private nuisance arising directly or indirectly out of the acts or omissions to act of the Contractor or his subcontractors or supplier in the performance of the work.

6. **Non-Waiver**

The failure of the Borough to enforce any of the terms and conditions, or to exercise any right or privilege in the Contract, shall not be construed as a waiver of any such terms and conditions or right or privilege and the same shall continue and remain in force and effect as if no such failure to enforce or exercise has occurred. No waiver by the Borough shall be valid unless expressly stated to be a waiver in a Change Order.

7. **Governing Law**

The Contract Documents shall be construed under the laws of the Commonwealth of Pennsylvania as if executed and to be performed wholly within the Commonwealth of Pennsylvania. All actions instituted by Contractor under the Contract Documents must be filed within the Commonwealth of Pennsylvania and if filed in State court, in the County of Bucks.

8. **Assignment**

Neither party to the Contract shall assign the contract or sublet it as a whole without 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 Engineer.

9. **Notices**

Any notice pertaining to the Contract shall be in writing and sent registered or certified mail, postage prepaid, to the Borough or Contractor, as appropriate, at their respective addresses appearing in the contract. All notices directed to the Borough shall be addressed to the Borough Manager unless otherwise provided in the Special Conditions.

10. **Nondiscrimination and Affirmative Action**

The Contractor agrees, unless exempt, to comply with Executive Order 11246 and the applicable federal regulation pertaining to nondiscrimination and affirmative action (generally Part 60-1 of Title 41 of the Code of Federal Regulations), but not limited to the Equal Opportunity Clause (41 C.F.R. Paragraph 60-1.4), which is incorporated by reference, and Affirmative Action Clause for Handicapped Workers (41 C.F.R. Paragraph 60-741.4), which is incorporated by reference and the Affirmative Action Clause for Disabled Veterans and Veterans of the Vietnam Era (41 C.F.R. Paragraph 60-250.4), which is incorporated by reference. The contractor certifies that its facilities for employees are not segregated. The Contractor further agrees, unless exempt, to comply with the Pennsylvania Nondiscrimination Clause (16 Pennsylvania Code Paragraph 49.101 (D)), which is incorporated by reference.

11. **Default**

- a. The Borough may, subject to the provisions of paragraph C below, by written notice of default to the Contractor, terminate the whole or any part of this Contract in any one of the following circumstances:
  - i. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension granted; or
  - ii. If the Contractor fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure the failure within a period of ten (10) days (or such other period as the Borough Manager may authorize in writing) after receipt of notice from the Borough Manager specifying the failure.
- b. In the event the Borough terminates this contract in whole or in part as provided in paragraph A of this clause, the Borough may procure, upon the terms and in the manner as the Borough Manager may deem appropriate, supplies or services similar to those terminated, and the Contractor shall be liable to the Borough for any excess costs for such similar supplies or service; provided, that the Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this clause.
- c. The Contractor shall not be liable for any excess of costs if evidence acceptable to the Borough Manager has been submitted to the Borough Manager that failure to perform the Contract was due to causes beyond the control and without the fault or negligence of the contractor.

## **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 ninety (90) 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 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 Perkasi 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. Contract Documents and Bidder's Understanding**

The documents that will form the basis of the Contract are as follows:

- 1) Notice to Bidders
- 2) Instructions to Bidders
- 3) General Terms and Conditions
- 4) Plans and Specification: Special Conditions
- 5) Proposal Form
- 6) Bid Bond
- 7) Performance Bond
- 8) Bidders Affidavit
- 9) Non Collusion Affidavit
- 10) Bidders Questionnaire
- 11) Affirmative Action Affidavit
- 12) Disposal Facility Affidavit

These documents hereinafter shall be referred to as the “Contract Documents”. It is understood and agreed that the Contractor 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 the work.

It is the responsibility of each bidder before submitting a bid, to (a) examine the contract documents thoroughly, (b) visit the site to become familiar with conditions that may effect the cost, progress, performance or furnishing of the work, (c) consider federal, state and local laws and regulations that may affect cost, progress, performance or furnishing of the work, (d) study and carefully correlated bidders observations with contract documents, and (e) notify the Borough of all conflicts, errors, or discrepancies in the contract documents.

4. **Qualifications of the Bidder**

Upon request, Bidder shall provide proof they have insured its liability under the Workmen’s Compensation Act and shall also furnish proof of liability insurance in an amount and form acceptable to the Borough. The Bidder will be required to show that he is capable of performing the work contemplated and upon request shall furnish a financial and experience statement satisfactory to the Borough.

5. **Bid Security and Bond Requirements**

If required in the “Notice to Bidders”, each proposal shall be accompanied by the depositor’s check certified by the bank of deposit or bid bond in the amount of ten percent (10%) of the bid. The deposits of unsuccessful Bidders will be returned within five (5) days after the opening of bids.

If required in the “Specifications” or “Special Conditions”, successful Bidder shall furnish within ten (10) days of the award, on a form attached, at his/their own expense, dated the same date as the Contract, a Performance Bond and a Labor and Material Bond.

6. **Plans and Specifications**

Should a Bidder find discrepancies in or omissions from the drawings 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 addendum to all Bidders clarifying the matter.



**PLANS AND SPECIFICATIONS; SPECIAL CONDITIONS**

**Section I Obligation of Contractors**

At a minimum, the Contractor shall:

Provide municipal solid waste (MSW) disposal service to the Borough of Perkasio for all MSW generated during the calendar year 2025. Prices quoted are to include all costs including state fees and performance bonds as specified.

Provide a bid bond or certified check in the amount of 10% to guarantee the bid.

Provide a performance bond in the format attached or in such a form approved by the Borough for each year in the amount of \$100,000 to guarantee performance under the contract.

Complete the attached Perkasio Borough Proposal Form.

Approximations for the amount of MSW can be made from review of the Borough’s annual report. Total tonnage of MSW for 2023 was 2,499.45.

As an option available to the Borough:

The bidders provide “not to exceed” prices and the Borough may award annual contracts for calendar years 2026, 2027, 2028 and 2029. Prices quoted are to include all costs including state fees and performance bonds as specified.

**Section II Transportation Charge**

In order to account for the Borough’s cost in transporting the trash to the disposal facility, a transportation cost of \$0.77 per mile will be added to each bid. It will be assumed that the Borough will make eight (8) round trips to the disposal facility (landfill, transfer station, etc.) per week (416 round trips per year). For purposes of determining the annual bid price, the Borough will calculate the total cost of disposal (including transportation) for each year as follows:

\$0.77 per mile x 416 round trips per year x \_\_\_\_\_ miles per round trip = \_\_\_\_\_  
transportation cost per year.

All bidders are to measure the total miles on public roads from the weighing station at their disposal facility (landfill, transfer station, etc.) to the Perkasio Borough Public Works Building at Ninth and Pine Streets (311 S 9<sup>th</sup> St) in Perkasio Borough. This distance is to be multiplied times two (2) to equal a round trip distance. The Borough will calculate the total cost of disposal (including transportation) for each year as follows.

Quoted price per ton x 2,499.45 tons per year + total annual transportation cost = total cost.

Municipal Solid Waste (MSW) – (as defined by Act 101); Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional

establishments and from community activities and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

### **Section III Qualifications**

All disposal facilities must be licensed by the Pennsylvania Department of Environmental Resources. Any final location that the disposal company takes the trash to must also be properly licensed by the Pennsylvania Department of Environmental Resources. The successful bidder must comply with all regulations (including disposal sites) in the Bucks County Solid Waste Plan (as approved by the Pennsylvania Department of Environmental Resources).

### **Section IV Collection and Transport**

Collection and transport of waste to the Contractor's disposal facility will not be the responsibility of the Contractor.

### **Section V Background Information**

Approximate tons transported:           2,499.45 tons

Borough has initiated a volume based fee based upon use of specially-designated plastic bags. This program is intended to encourage recycling as well as home compaction of refuse.

### **Section VI Penalty for Delayed Wait**

The Borough is concerned about the time and expense of having to wait at the disposal facility to dump our trash. Accordingly, the successful Bidders must agree that each time a Borough trash truck waits at the disposal facility for more than fifteen (15) minutes, the Borough is to be credited two hundred fifty dollars (\$250.00) toward the expense of dumping.

**PERKASIE BOROUGH PROPOSAL FORM**

**Transfer Station or Landfill  
Municipal Solid Waste Disposal Borough of Perkasio**

A. Name of facility: \_\_\_\_\_

B. Location: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. Owner/Operator:

D. Status:

Operational \_\_\_\_\_(yes or no)

Describe status of permit, permit conditions and compliance history. Include a copy of DEP permit and a copy of last inspection report.

\_\_\_\_\_  
\_\_\_\_\_

E. Describe types of waste accepted and/or excluded at facility:

\_\_\_\_\_  
\_\_\_\_\_

F. Contractor's current state permanent facility location and facility permit number:

\_\_\_\_\_  
\_\_\_\_\_

G. All bidders to attach current copy of their permit as well as any notice of violations received from the Department of Environmental Protection over the last two year period.

H. Capacity: (Express response in cubic yards or tons).

\*Existing permitted capacity: \_\_\_\_\_

Remaining capacity (uncommitted): \_\_\_\_\_

Proposed capacity: \_\_\_\_\_

\*\*Maximum wait time for tipping: \_\_\_\_\_

- I. Price to include all current pass-through/mandated charges. All costs to include a \$100,000 performance bond provided January 10<sup>th</sup> of each contract year.

**Per ton 2025:** \_\_\_\_\_

**The Borough requests the option to award annual contracts for calendar years 2026, 2027, 2028 and 2029 based on “not to exceed” prices inclusive of all costs including a \$100,000 performance bond.**

**Per ton 2026:** \_\_\_\_\_

**Per ton 2027:** \_\_\_\_\_

**Per ton 2028:** \_\_\_\_\_

**Per ton 2029:** \_\_\_\_\_

Distance to waste facility from Public Works Building (one-way) \_\_\_\_\_miles.

Borough reserves the right to reject any or all bids and to waive any informality. Contractor guarantees above prices to be valid for a period of sixty (60) days after bid opening.

## BID BOND

There is enclosed herewith a bid bond or certified check, drawn to the order of the Borough of Perkasio, in the amount of ten percent (10%) of the total bid price to guarantee that in the event the bid is accepted and the contract awarded to the bidder, the contract will be duly executed and a performance bond and insurance will be provided to the Borough. In the event the bidder is awarded the bid and fails to execute the contract and/or provide a performance bond and insurance as required, bidder agrees that the Borough of Perkasio shall retain/collect the 10% of the total bid under the bid bond as liquidated damages. Bidder agrees to sign all papers necessary to accomplish Perkasio Borough's receipt of the bid bond monies as indicated above; and duly executed consent of surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania agreeing to furnish the Borough of Perkasio the required performance and completion bond upon award of the contract. It is understood that the bid bond and/or certified check is submitted and shall be subject to the terms and conditions stipulated herein.

The undersigned bidder, submitting this proposal, certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham, directly or indirectly, with any person or bidder, to submit a sham bid, or that such other person shall refrain from bidding; and has not in any manner, either directly or indirectly sought by agreement or collusion, communication or conference, with any person, to fix the bid price of said bidder or any other bidder, or to fix any overhead, profit or cost element of said bid price, or that of any other bidder; or to secure any advantage over the Borough of Perkasio or any person interested in the proposed contract; and further, that such bid, or the contents herein; or divulged information, or data relative thereto to any association or to any member agent thereof; and that not Borough official or employee of said Borough is interested, whether directly or indirectly, in the bid or any portion of the bid, nor in the contract or any part of the contract which may be awarded to the undersigned in the basis of such bid.

Dated: \_\_\_\_\_, 2024

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

(Seal)\*

\* NOTE: If the bidder is a corporation, a corporate seal must be affixed and attached thereto; and there shall be a certified copy of a resolution of the Corporate Board of Directors indicating that the officer signing the above proposal and bid has the authority to make said proposal and bid and submit it for the Corporation.

**PERFORMANCE BOND**

**KNOW ALL MEN BY THESE PRESENTS,** That we, the undersigned, \_\_\_\_\_  
\_\_\_\_\_

As Principal, and \_\_\_\_\_ a corporation organized and existing under the laws of the State of \_\_\_\_\_ as Surety are held and firmly bound unto the Borough of Perkasié, a duly incorporated Borough within the County of Bucks, and the Commonwealth of Pennsylvania, (hereinafter called "Obligee"), and in full and just sum of \_\_\_\_\_ Dollars and \_\_\_\_\_ Cents (\$ \_\_\_\_\_) Lawful money of the United states of America, to be paid to the said \_\_\_\_\_ Or

Its assigns, to which payments well and truly to be made and done we bind ourselves, our heirs, executors, administrators and successors jointly and severally, firmly by these presents.

Sealed with our respective seals and dated this \_\_\_\_ day of \_\_\_\_\_ 2024.

**WHEREAS,** the above bounded Principal has entered into a contract with the said obligee dated the \_\_\_\_\_ Day of, \_\_\_\_\_ 20 \_\_\_\_\_ for \_\_\_\_\_ Upon certain terms and conditions in said contract more particularly mentioned:

**AND WHEREAS,** it is one of the conditions of the award of the obligee pursuant to which said contract is about to be entered into that these presents be executed.

**NOW THEREFORE,** the joint and several conditions of this obligation are such.

That if the above bounded Principal, as Contractor, shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said contract and general conditions, the specifications and other contract documents therein referred to and made part thereof, and which are hereby made part of this bond, the same as though they were set forth herein, and shall indemnify and save harmless the said obligee and all its officers, agents and employees from any expenses incurred through the failure of the said Contractor to complete the work as specified, and for any damages growing out of the manner of performance of said contract by said Contractor or his Sub-Contractors, or his or their agents or servants, including patent, trademark and copyright infringements, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in terms of the contract, or in the work to be done, or materials to be furnished, or in lost labor to be supplied or performed under it, or the giving by the Obligee of any extension of time for the performance of the contract, or any other forbearance on the part of either the Obligee or the Principal to the other, shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns from any liability hereunder, notice to the Surety or Sureties of such alterations, extension or forbearance being hereby waived.

**IN WITNESS WHEREOF**, the said Principal and Surety have duly executed this bond under seal the day and year above written.

**SIGNED, SEALED AND DELIVERED**, this \_\_\_\_ day of \_\_\_\_\_ 2024.

**Principals sign here:**

In the presence of:

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

\_\_\_\_\_ (SEAL)

**Surety sign here:**

Witness:

\_\_\_\_\_ By \_\_\_\_\_ (SEAL)

Attorney-in-fact

**BIDDER'S AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, deposes that he/she resides at \_\_\_\_\_ and that he/she is the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Bidder).

I am duly authorized to sign the bid and that the bid is the true offer of the bidder, and that the seal attached thereto is the seal of the bidder, and that each, every, and all declarations and statements contained in the bid and any and all affidavits, questionnaires, and documents submitted pursuant to the proposal for bids are true to the best of my knowledge and belief.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
My commission expires \_\_\_\_\_  
(Notary Public in and for County)

SEAL



**COUNTY OF Bucks  
NON-COLLUSION AFFIDAVIT**

COMMONWEALTH of PENNSYLVANIA  
SS:

I, \_\_\_\_\_ (Affiant) being duly sworn, deposes and says that I am \_\_\_\_\_ (Sole owner, a partner, president, secretary, etc.) of \_\_\_\_\_ (Bidder's Name) of the party making the foregoing bid; that such bid is genuine and not collusive or a sham; that said bidder has not colluded, conspired, connived, or agreed directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the bid price of affiant or any other bidder, or to fix overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the participating municipality (Perkasie Borough) or any person interested in the proposed contract; and that all statements contained in such bid are true; and further that such bidder has not directly or indirectly submitted this bid, or the contents thereof, or divulged information or data relative thereto to any association or to any member or agent thereof.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.  
My commission expires \_\_\_\_\_  
(Notary Public in and for County)

SEAL

## **BIDDERS QUESTIONNAIRE**

Company name:

Company Address:

Company Telephone number:

Chief executive Officer of Company:

Attach list of references. Include name, address and telephone number.

**AFFIRMATIVE ACTION AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, depose and say that I reside at

\_\_\_\_\_ and that I am the \_\_\_\_\_(Title)

in such capacity and for and on behalf of it is hereby affirmed and agreed as follows:

1. \_\_\_\_\_(Name of Bidder) will not discriminate against an employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, or gender.
  
2. \_\_\_\_\_(Name of Bidder) will take affirmative action to ensure that all applicants are recruited and employed and those employees are treated during employment without regard to their age, race, creed, color, national origin, ancestry, marital status, or gender. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
  
3. \_\_\_\_\_(Name of Bidder) will in all solicitations or advertisement for employees placed by or on behalf of state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, or gender.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires \_\_\_\_\_

(Notary Public in and for County)

SEAL

**DISPOSAL FACILITY – AFFIDAVIT**

I, \_\_\_\_\_, being duly sworn, depose \_\_\_\_\_ (Name of Affiant) and say that I reside at \_\_\_\_\_, and I am the \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of Company) in such capacity and for and on behalf of \_\_\_\_\_ (Name of Company), it is hereby affirmed and agreed as follows:

1: \_\_\_\_\_, is a Corporation duly organized and existing under the laws of the \_\_\_\_\_ (state), fully qualified to transact business in the Commonwealth of Pennsylvania.

2: Owns and/or operates a solid waste facility under permit number, which was issued by the Department of Environmental Protection of the Commonwealth of Pennsylvania.

3. Such fully licensed and permitted disposal facility is located in \_\_\_\_\_, Pennsylvania, and meets the approval of the Department of Environmental Protection of the Commonwealth of Pennsylvania.

4. In connection with the Bid for Solid Waste Collection and Disposal for Perkasio Borough, which bid I have read and with which I am familiar, has agreed to permit \_\_\_\_\_ (Name of Company), to utilize this facility for the disposition of waste collected from the participating municipality for the period of \_\_\_\_\_ through \_\_\_\_\_.

\_\_\_\_\_  
(Affiant)

\_\_\_\_\_  
(Name of Company)

Sworn and subscribed to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My commission expires \_\_\_\_\_

(Notary Public in and for County)

SEAL