

PERKASIE BOROUGH SPECIFICATIONS
MUNICIPAL RESIDENTIAL YARD WASTE COLLECTION

AND DISPOSAL

BID #2024-11

Notice to Bidders

Instructions to Bidders

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Bidders Questionnaire

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PERKASIE BOROUGH

NOTICE TO BIDDERS

Sealed bids will be received at the Office of the Manager, Perkasio Borough, (hereinafter "Municipality") Address: 620 West Chestnut Street, P.O. Box 96, Perkasio, Pennsylvania 18944, until 11:00 a.m., prevailing time, July 31, 2024 for the COLLECTION AND DISPOSAL OF MUNICIPAL RESIDENTIAL LEAF AND YARD WASTE FOR PERKASIE BOROUGH.

Proposals will be publicly opened and read aloud on July 31, 2024 at 11:00 a.m., prevailing time. The award of the bid, if awarded, will be made as soon thereafter as practical, but in no event later than sixty (60) days from July 31, 2024.

Specifications and information for bidders may be obtained at the Office of the Manager, Perkasio Borough, 620 West Chestnut Street, P.O. Box 96, Perkasio, Pennsylvania 18944.

Bid surety in the form of a certified check or bid bond in the amount of ten percent (10%) of the **total bid** is required.

Bidder must submit bids on the forms provided with the specifications. The right is reserved by the Municipality to waive any informalities and to reject any or all bids when such action is deemed to be in the best interest of the Municipality.

PERKASIE BOROUGH

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 Any proposal may be withdrawn prior to the scheduled time for opening of proposals or authorized postponement thereof.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 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 to acknowledge all bids, but is not required to bid all three options. Bids are required for the entire work described in each individual proposal herein unless otherwise indicated and contingent bids will not 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 Perkasio 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 & Conditions: 4) Detailed Specifications: 5) Proposal Form: 6) Qualification Questionnaire: 7) Performance Bond, 8) Bid Bond: 9) Bidder’s Affidavit: 10) Non-Collusion: 11) Bidders Questionnaire: 12) Affirmative Action, and 13) Disposal Facility. 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. Before submitting a bid, Bidders shall carefully examine the plans and specifications. Any informal conversation with any agent or employee of the Borough of Perkasio shall not affect any of the terms or obligation herein contained.

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.

The 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.

Except for the initial bond year, all subsequent bonds shall be filed with the office of the Manager of the Borough no later than sixty (60) days prior to the commencement of the bond year. Said bonds shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of the Borough Council; agents of bonding company shall furnish the necessary power of attorney, bearing the seal of the company and evidencing such agents authorized to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

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.

GENERAL TERMS & CONDITIONS

1. **Definitions**

- a. **Borough**, Borough of Perkasio
- b. **Contractor**, Successful Bidder
- c. **Delivery Date**, The date the material or goods is to be received as specified in the 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 Manager.

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.

DETAILED SPECIFICATIONS

A. Definitions

As used throughout these bidding and contract documents, the following words shall have the meaning as stated below:

1. LEAF WASTE means leaves, garden residues shrubbery and tree trimmings and similar material, but does not include grass clippings.
2. YARD WASTE means twigs, shrub trimmings, small branches under 3 inches in diameter, and like vegetative matter.

B. Collection

1. 40 Cubic Yard Dumpster Pickup

A dumpster shall be provided to the Municipality for the drop off by residents of leaf and yard waste with an on-call monthly pickup. Bidder will place a 40 cubic yard dumpster at the site and allow leaf and yard waste to be placed in it. The Borough reserves the right to add more dumpsters if we deem necessary at the same contract price. The bidder will be responsible for picking up the waste and hauling it away to a facility licensed by the DEP. The bidder will be responsible for picking up the waste within 5 working days of the Saturday drop-off day (per DEP regulations on storage of leaf and yard waste material). This dumpster will be picked up on an as needed basis. The Borough expects that the dumpster will need to be changed out once per month during peak months and less often during the winter. The Borough reserves the right to discontinue dumpster rental during the winter months.

2. Yard waste collection (collection of 40 yard dumpster or collection of material placed on the ground) shall be performed between 7:30 a.m. and 4:00 p.m., Monday through Friday. Bidder must be able to accept yard waste in biodegradable paper bags.
3. The weight of the yard waste collected must be reported **quarterly** to the Municipality.

PROPOSAL FORM

The undersigned, having carefully inspected the Municipal Recycling Center, either personally or through its duly authorized representatives, and also having carefully read and examined the Instructions to Bidders, General Specifications and Detailed Specifications, either personally or through a duly authorized representative, which documents are understood and accepted as sufficient for the purpose herein expressed, hereby proposed to comply with said requirements and furnish all labor, equipment, services and facilities in accordance with said specifications and contract documents mentioned herein and to commence said performance monthly after **January 1, 2025.**

40 Cubic Yard Dumpster Pickup

Supply 40 cubic yard dumpster for leaf and yard waste drop off and schedule monthly pickups from Perkasio Borough Recycling Center, 311 S. Ninth Street, Perkasio, PA.

Disposal at: _____
(name and address of site)

40 cubic yard dumpster rental (please list monthly fee)

Year 1 \$ _____
Year 2 \$ _____ (optional)
Year 3 \$ _____ (optional)
Year 4 \$ _____ (optional)
Year 5 \$ _____ (optional)

Hauling cost per dumpster per trip

Year 1 \$ _____
Year 2 \$ _____ (optional)
Year 3 \$ _____ (optional)
Year 4 \$ _____ (optional)
Year 5 \$ _____ (optional)

Tonnage charge on leaf & yard waste

Year 1 \$ _____
Year 2 \$ _____ (optional)
Year 3 \$ _____ (optional)
Year 4 \$ _____ (optional)
Year 5 \$ _____ (optional)

List all types of leaf and yard waste that you will accept for collection. Please note all exceptions:

Specify how dumpsters will be weighed to assure current tonnage calculations:

Bid Bond

There is enclosed herewith a bid bond or certified check, drawn to the order of the Municipality in the amount of ten percent (10%) of the price on the one year contract and a duly executed Consent of Surety from an approved surety company licensed to conduct business in the Commonwealth of Pennsylvania, agreeing to furnish the Municipality the required performance and completion bond upon the 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.

Certification

The undersigned submitting the proposal certifies that this bid is genuine; that it is in no respect collusive; that it is not a sham; that the undersigned bidder has not directly or indirectly, with any person or bidder, agreed to submit a sham bid or induced such other person to refrain from bidding. The undersigned bidder certifies that it 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 any bidder, or to fix any overhead, profit or cost element of the bid price, or of that of any other bidder, or to secure any advantage over the Municipality or over any person interested in the proposed contract. Further, the undersigned bidder certifies that it has not divulged information regarding its bid or data relative thereto to any person, partnership or corporation or to any agent or employee thereof, and that no Municipality official or employee of said Municipality is interested, either 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 on the basis of such bid.

Date: _____

Bidder: _____

By: _____

Title: _____

Address: _____

Telephone: _____

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

QUALIFICATION QUESTIONNAIRE

In accordance with the Specifications, each bidder shall provide the following information:

Failure to answer all questions will render such bid as unqualified. Additional information may be placed on a separate sheet,

- 1. List the municipalities from which you have obtained letters of satisfactory completion of contract, or satisfactory service:

- 2. From what municipalities have you had contracts that required the collection and disposal of municipal residential yard waste? Name each municipality:

- 3. List the municipalities you are currently providing municipal leaf or yard waste collection services for, under municipal contracts:

- 4. How many years experience in municipal residential yard waste collection under municipal contracts has your organization had?

5. Have you failed at any time to complete a collection contract? If so, indicate which community and under what circumstances.

6. Please indicate the local telephone number for your office that shall be available to receive calls from Municipality officials:

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 Perkasie, 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 Unite 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,
_____ 20 _____ .

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 through 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 nay 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)

(Surety sign here)

Witness:

By _____ (SEAL)
Attorney-in-fact

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.

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 _____, 20____.
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 _____ (Proposer's Name) of the party making the foregoing proposal; that such proposal is genuine and not collusive or a sham; that said proposer has not colluded, conspired, connived, or agreed directly or indirectly with any proposer or person, to put in a sham proposal, or that such other person shall refrain from proposing, and has not in any manner, directly or indirectly, sought by agreement of collusion or communication or conference with any person, to fix the proposal price of affiant or any other proposer, or to fix overhead, profit or cost element of said proposal price, or of that of any other proposer, 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 proposal are true; and further that such proposer has not directly or indirectly submitted this proposal, 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 _____, 20__.
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 _____, 20__.

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 Municipal Residential Yard Waste and Collection 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 _____, 20__.
My commission expires _____
(Notary Public in and for County)
SEAL