

**CITY OF DUQUESNE
SPECIFICATIONS FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF
GARBAGE AND RUBBISH**

INTENT AND PURPOSE:

The general intent and purpose of the City of Duquesne is to have a comprehensive collection system which will furnish weekly disposal of all garbage and rubbish placed in containers and bundled together and picked up at curbs and alleys and the weekly disposal of all household rubbish. And, to provide On-Call, Door-to-Door, EWaste collection, processing and disposal. Commercial, industrial and institutional establishments, and apartment buildings, other than those specified in the proposed contract will have the option to negotiate individually with the Contractor for collection of their garbage and rubbish if they so desire. The collection system will enable the City to control the refuse problem through regulation of a single collector, as well as obtain a comprehensive service for the householder. **These specifications for rubbish pick-up and disposal shall become part of the contract.** Bids are due by 11 AM on December 1, 2023 at City Hall.

I. PROCEDURE TO BE FOLLOWED BY BIDDERS

- A. All of the following documents must be submitted with each bid or it may be rejected by the City, in the sole exercise of its discretion.
1. Completed bid form.
 2. A certified or cashier's check made payable to the City of Duquesne, or a bid bond in the sum of 10% of the total amount (for the first year) bid.
 3. The completed Experience and Equipment Questionnaire and Proposal.
 4. Proof of ownership or an agreement guaranteeing the use of a PADEP permitted landfill for both Garbage and Refuse for the life of the contract. Disposal site owner must list any and all reasons for possible cancellation of said agreement and a willingness to notify the City by registered mail if for any reason said agreement is canceled.
- B. The City reserves the right to waive and/or modify any and all bid requirements including, but not limited to, the requirements set forth in I.A.-1 thru 4.

II. GENERAL INFORMATION

- A. The person, persons, firm or corporation to whom the contract is awarded shall file with the City Manager, within ten (10) days after the contract has been awarded, three (3) properly executed copies of the contract attached to these specifications. Any certified check submitted by the second lowest responsible bidder shall be held until thirty (30) days after the contract is awarded. Any and all other certified checks submitted shall be returned within ten (10) days of the signing of the contract.
- B. Paragraph 15 of the General Conditions is incorporated here by reference thereto. This provision relates to the necessity to post a performance bond and the terms thereof within ten (10) days after the awarding of the contract, and penalties for violation thereof.

III. LIFE OF CONTRACT

- A. The contract shall be for a period of three to five years, beginning January 1, 2024.
- B. The City of Duquesne and the selected contractor must mutually agree to continue for two one-year terms. The Contractor will notify the City in writing by September 15, 2026 if they intend to honor the Option Year 1 price. The City shall be required to give notice of such annual option that it exercises at least thirty (30) days prior to the expiring contract year. Option Year 2 will work in the same way with the deadline being September 15, 2027. If such notice is not given to the Contractor, the contract will be terminated at 12:00 midnight on December 31, 2026 or any subsequent year.

- C. If the City Council is tardy in awarding bids subsequent to the expiration of the contract, the Contractor agrees to continue to perform collection services under the contract on a monthly basis for a period of three (3) months. The rate for this collection shall be determined by the monthly rate computed from the expired contract under which the collection services were being performed.
- D. At the end of the third year, the City of Duquesne also reserves the right to readvertise this contract and disregard any optional years bid by the current low bidder.

DEFINITIONS OF TERMS:

1. "Garbage" is herein agreed to consist of any and all household waste materials capable of being containerized, and not building materials used or resulting from the demolition, alteration, construction or repair of buildings. It includes but is not limited to every refuse accumulation of animal, fish, fowl, food or vegetable or paper matter incident to the preparation, use, cooking, dealing in or storage of meat, fish, fowl, food, fruit, vegetable or any other substances subject to decay, including condemned food. It further includes all waste basket debris, magazines, crockery, paper coverings, paper plates and paper containers and all grass, shrubs, and tree trimmings which can be containerized. It does not include those items listed next, under the definition of "Rubbish". These items defined here as "Garbage" are to be collected weekly.

2. "Rubbish" is hereby agreed to mean household goods, refuse, furniture, kitchen appliances, toys, clothing, and personal items too large to be containerized, all grass, shrub or tree limbs and cuttings not capable of being containerized and all items with the freon (CFC) removed. It does not include construction material resulting from the demolition, alteration, repair or construction of buildings, or pavement, stone, sand, broken concrete, automobile parts, or tires. It includes incinerator ashes and ashes and refuse from paper burners but does not include ashes from heating plants and coal stoves.

3. "EWaste" – As used in these specifications, shall include but not limited to, televisions, computer monitors and consumer electronics with circuit boards. This service will be provided to all customers as an On-Call Door-to-Door service.

4. "Bulk" – As used in these specifications, shall include but not limited to, large household appliances, all white goods including stoves, furnaces, refrigerators and freezers (with freon removed), washing machines, dryers, furniture and furnishings, hot water tanks and plumbing fixtures. It shall not mean construction debris, e-waste, hazardous waste or unstable matter with weights and volumes greater than those allowed for cart or trash container.

GENERAL CONDITIONS

1. The word "Municipal" or "Municipality" or "City" shall mean the City of Duquesne, Allegheny County, Pennsylvania or any duly qualified public official or representative thereof.

2. The word "Contractor" shall mean the party entering into the contract for the performance of the work hereby required and the duly authorized representative of said party, or the agents appointed to act for said party in the performance of the work.

3. The prices bid are to cover the furnishing of all vehicles, equipment, dumping grounds (according to ordinance 745 and amendments), tools and necessary labor required for the performance of the work in strict compliance with the specifications of the Municipality, the laws of the Commonwealth of Pennsylvania, rules and regulations of Allegheny County, and the State Board of Health and the Pennsylvania Sanitary Water Board, Environmental Protection Agency, and the Department of Environmental Protection.

INTERPRETATION OF CONTRACT:

4. This agreement, and annexed and included specifications, are to be binding and are intended to illustrate and explain, and if anything appears to be omitted, which is necessary for the completion of the work, or should any discrepancies be found herein, the Contractor shall apply to the official authorized by the Municipality for such explanations and instructions as may be necessary, and perform the order in a manner corresponding with the rest of the work as truly and faithfully as though the same had herein been described.

EMPLOY ONLY COMPETENT PERSONAL:

5. The Contractor shall employ only competent and skilled personal and whenever the authorized representative of the City Council shall inform him that any person on the work, in his opinion, is incompetent, unfaithful, disorderly, or refuses to perform their work in a proper manner, or used threatening or abusive language to any person, such person shall be discharged from the work and shall not be re-employed without the written consent of the City Council or its representatives.

REPRESENTATIVE ALWAYS PRESENT:

6. The Contractor shall give sufficient personal supervision to the faithful prosecution of the work. He shall not sublet or assign the same without written consent of the City Council, but shall keep it under his personal supervision and in his absence he shall have a competent representative in charge of the work.

CONTRACTOR RESPONSIBLE FOR CONDITIONS:

7. All bidders under this contract are required before submitting bid, to examine the site of the work and to make all necessary investigations in order to inform themselves thoroughly with the locations and streets of the City and methods of handling the work. The purpose of this examination is to familiarize the contractors with the City's streets and alleys and the need for smaller trucks on various alleys.

8. No plea of ignorance of conditions that exist, or that may hereafter arise or exist or of difficulties that will be encountered in the execution of the work hereunder, shall abate the terms and conditions of this agreement or modify it in any manner or change or modify the compensation to be paid by the City.

RATE AND PENALTIES OF WORK:

9. The contract shall be signed by the person or persons to whom it is awarded and the necessary bonds as required herein and in conformity with the law to be delivered within ten (10) days after receipt of a written notice from the City Manager to do so and performance begun forthwith.

10. The service herein provided for shall pertain to all and every part of single family dwellings, duplexes, and triplexes, and any trailers or mobile homes, and no omissions or default shall be permitted or departure from time schedule or amount of service granted by reason of seasonal conditions, conditions of highways or from other cause except on written consent of the City granted on written application made by the Contractor. Subject, however, to unusual conditions created by an Act of God, War, National Distress, heavy accumulations of snow, torrential rains, flash floods, or any other emergency situations which have arisen. The service shall be performed by the Contractor during the entire life of this contract as defined, determined, measured and controlled by the following:

CANCELLATION OF CONTRACT

11. If the Contractor shall fail to perform the service as required under this contract for a period of seven (7) days consecutively without authority from the City, or default be made by the Contractor in any of the material terms and conditions of this agreement, the City at its option may cancel this contract or cause its performance by the City or others by private agreement, without advertising or bidding, and collect the additional cost and expense occasioned thereby from the original Contractor and his surety, or the City may re-advertise and select a new Contractor and charge and collect any and all additional costs resulting therefrom from the original Contractor and his surety.

The City also reserves the right to terminate the contract for no reason with thirty (30) days advance notice to the Contractor. The Contractor has no right to file any claim against the City for a cancellation of the contract.

RIGHTS AND OPERATION OF THE CITY

12. Contractor assumes responsibility for labor-management relations. If any strike or labor trouble should occur the City is hereby authorized to perform the work necessary for the disposal of garbage, rubbish, etc. as herein defined.

13. The Contractor and his sureties shall be liable for any expense or cost that falls upon the City as a result of this work. The City is also authorized in such cases of labor dispute to permit others to remove and collect the garbage, rubbish, and ashes within the corporate limits of the City, and any expenses caused thereby

shall fall upon the Contractor and his sureties.

RELEASE OF LIABILITY:

14. No person or corporation, other than the signer of this contract, or Contractor, has any interest hereunder and no claim shall be made or be valid and neither the Manager or any official or agent of the City shall be liable for or be held to pay any money except as provided herein.

PERFORMANCE BOND:

15. The successful bidder shall furnish the City with a performance bond which is to be an annual bond in the sum of fifty (50%) of the then annual contract price to be renewed annually at the option of the surety company for the remaining portions of the contract.

16. The Contractor shall carry an insurance policy providing complete comprehensive bodily injury and property damage liability insurance covering not only the Contractor, but also the City, limits of which shall not be less than \$500,000/1,000,000 for bodily injury and \$500,000 for property damages, with the City named as co-insured with the Contractor under the said policy. The Contractor shall furnish the property certificates of insurance coverage to the City Secretary.

PAYMENT & REPORTS:

17. Payment will be made by the City of Duquesne directly to the Contractor on a Monthly basis.

18. The Contractor shall submit monthly reports to the City Manager not later than ten (10) days after the end of each calendar month showing the total tonnage of and/or the total cubic yards of items collected that month.

SPECIFICATIONS

1. Garbage, rubbish, refuse, trash, offal and condemned meat shall be collected with and transported throughout the streets of the City, in water tight, completely closed metal bodies, the same to be approved by the City Council and its agents and also to meet the requirements of Allegheny County and State authorities. Bodies shall be loaded so as to prevent any particles from falling on any of the streets, lanes, sidewalks or public highways of the City. Trucks or bodies must have the number of the truck painted on each side of same in figures of a size to be easily read, and should any driver or employee of the Contractor by his carelessness or neglect allow any garbage, rubbish, ashes, trash, refuse, offal or condemned meat to fall upon these thoroughfares, he shall at once clean up thoroughly the same and place the material in the body.
2. The Contractor shall at all times use such appliances and employ such or so many personnel for the performance of all operations connected with the work embraced under these specifications as will secure a satisfactory rate of progress and quality of work and in case it shall appear any time that the work, or any part thereof is not being properly done, the same shall be immediately corrected upon the demand of the City Council and its agents. Excepting, however, conditions that occur by reason of an Act of God, War, National Distress, heavy accumulations of snow, torrential rains, flash floods, strikes and labor disturbances, or any other emergency situations, but as soon as such emergency as described above has ended, the Contractor shall again abide by the terms of the contract; but during the period of emergency the penalties of the ordinance will not be enforced until after the emergency has ended.
3. In case of failure by the Contractor to comply in any respect with the specifications or with the contract, the City shall have the right and is hereby authorized to provide for the collection, removal, and disposal of all refuse, garbage, rubbish, trash, offal and condemned meat or other material involved in the work, which the Contractor shall fail to collect, remove or dispose of, and to charge the expenses to the Contractor, and the Contractor and his sureties shall be liable for the expense incurred thereby.
4. In case of any failure to make collections as provided in the contract and specifications, there shall be deducted from the next monthly payment due said Contractor the additional unit price for each and every said failure, which sum shall be deemed and taken as liquidated damages and not as a penalty, provided, however, that no deduction shall be made if the Contractor shall make collection within twenty-four (24) hours after receipt of notice of such failure from the City Council or its agents.
5. All labor, tools and equipment necessary to carry out the provisions of these specifications shall be furnished by and at the expense of the Contractor.
6. The Contractor shall supply, at no cost, dumpsters to the following locations: 2 dumpsters at the Public Works Garage and 1 at City Hall, said dumpsters to be emptied weekly or sooner if necessary and to be replaced at such times the Contractor shall be notified. **Also, pick-up and disposal of these**

dumpsters shall be at no additional cost to the City.

7. All parts of these specifications are intended to be explanatory of each other but in case any misunderstanding or doubt as to meaning of any of the provisions hereof shall arise, the same shall be submitted in writing to the person designated by the City, whose decision shall be final and binding upon the Contractor.
8. The City Council or its agents shall notify the Contractor within five (5) days after each and every assessment of liquidated damages or fines imposed under the provisions of these specifications. The signed statement of any householder of failure to collect according to the terms of the specifications shall be sufficient evidence of the Contractor's failure to do so, when verified by a representative of the City Council or its agents.
9. No collections of any kind or character provided for in this agreement, except emergency collections made on express order of the person designated by the City, shall be made on legal holidays, Sundays or on any day before the hour of six (6) o'clock AM or after the hour of six (6) o'clock PM. City Council would prefer to continue with Thursday collection, if at all possible.
10. All such rubbish, refuse, garbage and trash as defined within the "Definitions of Terms" shall be placed by the property owner at the curbside (or alleyway) of his lot, and pickup will be in accordance to this contract.
11. Bidder must submit evidence of experience for at least five (5) years in Municipal Contract hauling, particularly as it applies to the collection, removal and disposal of garbage, rubbish, etc.; as evidence thereof the said bidder lists the names of these contracts on the following page.
12. Bidder must submit with the bid the list of trucks, specifying the type, cubic yard capacity, and the license number of said vehicles as insured by the County of Allegheny for all trucks lawfully licensed to transport garbage, etc. Bidder must also submit list of additional equipment available for rubbish cleanup and for any emergencies that may occur.
13. Bidder must also submit with the bid a non-cancelable agreement from a PADEP permitted landfill indicating or showing the availability of the said dump to the Contractor or bidder for the contract period.
14. On-Call Door-to-Door EWaste Collection, Processing and Disposal

1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of Duquesne City an on-call door-to-door EWaste collection, processing and disposal service during the term of the Contract and any extensions thereto. The purpose of the EWaste Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable EWaste Materials (as defined herein) that are otherwise difficult to dispose. The Contractor's EWaste Service shall include the following components:

- a. The program must be offered to all residents on an on-call basis. For residents to schedule a collection date, the Contractor shall have someone available between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday. An automated call system shall be available for calls received after hours, on weekends and holidays.
- b. An instruction sheet must accompany the containment device with complete details about the EWaste Service. Blank labels shall be included with the containment device for residents to label and identify unlabeled Acceptable EWaste Materials.
- c. Acceptable EWaste must be collected from the resident's property and not from public property including the curb. Residents must be advised during the initial scheduling call on how to place their Acceptable EWaste Materials for collection. Technical assistance shall be available for residents who request assistance.
- d. Contractor must indemnify the City for any action that may occur after Contractor takes possession of the acceptable EWaste Materials.
- e. Contractor shall assist the City in developing press release and/or advertising material to announce the EWaste Service, and will assist the City in the planning of a public education campaign introducing the EWaste Service.

- f. Contractor shall provide the City with quarterly and annual reports detailing all Acceptable E-Waste Materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the City.
- g. The collection of E-Waste from businesses is excluded.
- h. A narrative description of Contractor's proposed E-Waste Service offering, including the identification of any subcontractors that will perform any portion of the E-Waste Service, the identification of all recycling, treatment/processing and disposal destinations for the acceptable E-Waste Materials collected from residents.

EXPERIENCE AND EQUIPMENT QUESTIONNAIRE

The signatory of this bid guarantees the truth and accuracy of all statements and of all answers to interrogatories hereinafter made.

1. How many years have you been in business as a Contractor under your present name? _____

2. How many years have you been a principal officer of a contracting firm under another name? _____

3. Have you, under your present name or any other name used in the past, defaulted or been declared in default under any contract of this nature? _____ If your answer is "yes", please supply full details.

4. What projects of a similar nature has your organization contracted for within the past five years? (Note: Fill out each blank completely.)

Name of Owner & Location	Name & Address of Person in responsible charge as reference	Amount of Contract	Date of Completion
1.			
2.			
3.			
4.			
5.			

5. What equipment do you own that is available for proposed work?

Quantity	Item	Age, Make, Description, Size, Capacity	Condition	Years of Service

Please attach on a separate sheet of paper.

6. What is the name of the PADEP Permitted Landfill? _____

Are facilities contracted for or owned? _____

The bidder shall provide either evidence of ownership or evidence of non-cancelable agreement covering use of the disposal area for the life of the contract.

Firm Name

Signature & Title

PROPOSED CONTRACT

Made and entered into this ____ day of _____, 2023 by and between the City of Duquesne, a municipal corporation of the Commonwealth of Pennsylvania, situate in Allegheny County, hereinafter referred to as the "City"

A
N
D

_____, hereinafter referred to as "Contractor".

WHEREAS advertisements were duly made in accordance with the Acts of Legislature, asking for bids to collect, remove and dispose of waste within the Municipal corporate limits, and

WHEREAS, _____ was found to be the lowest responsible bidder for the collection of garbage and rubbish, the accepted bid being as follows:

TBD

with the understanding that the employment of the Contractor for the purpose aforesaid shall be subject to the following terms and conditions:

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE MUTUAL COVENANTS TO BE KEPT AND PERFORMED BY THE PARTIES HERETO, IT IS AGREED AS FOLLOWS:

1. This contract is for a period of Three (3) year(s), beginning January 1, 2024 and ending December 31, 2026 provided, however, if the City of Duquesne and the selected contractor mutually agree to continue for two one-year terms. The Contractor will notify the City in writing by September 15, 2026 if they intend to honor the Option Year 1 price. The City shall be required to give notice of such annual option that it exercises at least thirty (30) days prior to the expiring contract year. Option Year 2 will work in the same way with the deadline being September 15, 2027. If such notice is not given to the Contractor, the contract will be terminated at 12:00 midnight on December 31, 2026 or any subsequent year. It is understood and agreed by the parties hereto that all the terms provisions and contents of the Bidding and Contract Documents for the Refuse Collection and Disposal, which is the subject of this contract, are incorporated herein by reference, as if fully set forth herein.

If the City Council is tardy in awarding bids subsequent to the expiration of the contract, the Contractor agrees to continue to perform collection services under the contract on a monthly basis for a period of three (3) months. The rate for this collection shall be determined by the monthly rate computed from the expired contract under which the collection services were being performed.

2. This contract covers the collection of garbage, refuse, rubbish, and trash (as defined hereinafter) from each and every single family dwelling, duplexes, and triplexes.

It is also clearly understood that all Municipal Properties; such as City Hall and the Public Works Garage, are also to be included within the coverage of this contract – at no additional cost to the City.

3. "Garbage" is herein agreed to consist of any and all household waste materials capable of being containerized, offal, and not building materials used or resulting from the demolition, alteration, construction or repair of buildings. It includes but is not limited to every refuse accumulation of animal, fish, fowl, food or vegetable or paper matter incident to the preparation, use, cooking, dealing in or storage of meat, fish, fowl, food, fruit, vegetable or any other substances subject to decay, including condemned food. It further includes rags, waste basket debris, magazines, crockery, paper coverings, paper plates and paper containers and all grass, shrubs and tree trimmings which can be containerized. It does not include those items listed next, under the definition of "Rubbish". These items defined herein as "Garbage" are to be collected weekly.
4. "Rubbish" is hereby agreed to mean household goods, refuse, furniture, kitchen appliances, toys, clothing, tires and personal items too large to be containerized, all grass, shrub or tree limbs and cuttings not capable of being containerized and all items with the freon (CFC) removed. It does not include construction material resulting from the demolition, alteration, repair or construction of buildings, or pavement, stone, sand, broken concrete, automobile parts or tires. It includes incinerator ashes, ashes and refuse from paper burners but does not include ashes from heating plants and coal stoves.
5. "Waste" as used herein shall include both garbage and rubbish as defined above.
6. "E-Waste" shall include but not limited to, televisions, computer monitors and consumer electronics with circuit boards. This service will be provided to all customers as an On-Call Door-to-Door service.
7. Equipment to be used shall be of late model, steel body with steel covers, non-leakable and of the automatic packer type. Each vehicle shall have the name and telephone number of the Contractor clearly displayed on the door of the vehicle. The equipment shall be in such condition that the schedule of collection, as presented to the City, can be maintained. Breakdown or faulty equipment will not be sufficient reason to deviate from this schedule. The Contractor shall use the equipment identified in his or its proposal, or equipment equal in type, specifications and age, usual wear and tear accepted, at all times during the performance of the contract, and shall promptly acquire and use such additional equipment that performance of the contract shall from time to time require.
8. Containers - Garbage receptacles shall be made of metal or plastic of a cylindrical shape, must be water-tight, equipped with tight fitting cover and strong handles. The maximum size of containers shall be limited to thirty-two (32) gallons. It is understood that all lids will be replaced on garbage cans and cans shall be placed on the owner's property after pickup by the Contractor.
9. The Contractor shall supply, at no cost, dumpsters to the following locations: 2 dumpsters at the Public Works Garage and 1 at City Hall, said containers to be emptied weekly or sooner if necessary and to be replaced at such times the Contractor shall be notified. **Pick-up and disposal of these dumpsters to be at no additional cost to the City.**
10. **The City prefers that collection be limited to one day per week, but will accept a schedule that has up to three days per week.** Holiday Exceptions: If a holiday occurs during the week, the day after the holiday shall be treated as if it were the holiday day and each subsequent day shall be treated as if it were the previous day. Successful Contractor shall be responsible to notify residents of Pick-Up Day. City Council would prefer to continue with Thursday collection, if at all possible.
11. Special Pickups - Special pickups may be arranged by the Contractor in instances where property owners and/or residents have items in quantities or types not covered by the contract and specifications. Such special pickups shall not involve the City of Duquesne or this contract. All arrangements shall be made between the Contractor and the owners or residents.
12. Payment - Payment will be made by the City of Duquesne directly to the Contractor on a monthly basis.
13. Penalties - The Contractor shall have and maintain telephone communications with the office of the City and be prepared to receive reports of failure to collect waste within the hours of 9:00 AM and 4:00 PM.

The City Council or other authorized agent of the City shall have the right to determine finally the true validity of any complaint made by residents as failure of the Contractor to collect waste in accordance

with this contract. His decision shall be final and binding upon the Contractor in the assessment of any penalties hereinbefore provided for.

A deduction of the appropriate unit price shall be made by the City on the statements of the Contractor, for each such failure, to collect waste in accordance with this contract. In case the Contractor shall fail to make such collections within twenty-four (24) hours after notice of such complaint, either by telephone or in person, to the City or its agent, an additional deduction of One Hundred (\$100.00) Dollars shall be made for each twenty-four (24) hours during which each failure shall continue after such notice.

If at any time the Collector, after notice has been received by him and there is neglect for a period of one (1) week to make collections of waste from any residential building, excluding apartments, the City shall have the right to furnish its own vehicles to collect such waste and dispose of the same, and to deduct the cost incurred thereby from any moneys due to the Contractor. In the event no money is due to the Contractor, the City shall be paid forthwith by him.

14. The Contractor shall indemnify and save harmless the City against and from all suits and actions of every kind and description, brought against the City or any of its officers, agents, servants or employees which arise out of the negligence of the Contractor or its agents. It is the specific intention of this Paragraph that the City is obtaining indemnity from the Contractor for its own negligent acts, arising out of the performance of this contract.
15. This contract shall not be assigned, transferred or set over by the Contractor to any other person or persons, firm or firms, corporation or corporations, without the specific written consent of the City Council, and any party assuming the direction of the work or taking part thereunder, shall be considered as an agent of the Contractor under this contract.
16. The Contractor agrees to comply with the Act of May 25, 1933, P.L. 1041, and its amendments, and the Rules and Regulations adopted by the Board of Commissioners of the County of Allegheny and the City with reference to transportation and disposal of waste and further agrees that it will accept, insofar as the work governed by this contract is concerned, the provisions of the Workmen's Compensation Act of 1915, with its amendments, and supplements, and that it will insure its liability thereunder, and will further carry an insurance policy providing complete third party comprehensive bodily injury and property damage insurance, covering not only the Contractor, but also the City, the limits of which shall be not less than \$500,000/\$1,000,000/\$500,000 and the City shall be named as co-insured with the Contractor under said policy. Proof of such insurance shall be furnished to the City upon the execution of this agreement.
17. Faithful performance by the Contractor is the essence in this contract, and any violations of the terms of this contract shall be sufficient cause for the immediate cancellation of the contract by the City, who may thereupon employ the necessary labor to perform the work, or re-advertise and re-let the work at the expense of the Contractor and its sureties, or take any other steps which it deems to be in its best interests. The City also reserves the right to terminate the contract for no reason with 30 days advance notice to the Contractor. The Contractor has no right to file any claim against the City for a cancellation of the contract.
18. The Contractor shall within ten (10) days after the contract is awarded, execute and deliver to the City a Contractor's Performance Bond with a Surety Company approved by the PA State Insurance Department to do business in Pennsylvania, and acceptable to the City Council, which Bond shall be in the sum of fifty (50%) percent of the amount of the then annual contract price to be renewed annually at the option of the surety company for the remaining portions of the contract. This Bond must be maintained for the life of this contract. Failure to produce this Bond within said ten (10) days shall void the award of the contract, and the City may then re-let the contract to the next lowest bidder, and sue the previous awardee for all expenses and damages caused thereby.
19. If the Contractor should be adjudged insolvent or bankrupt, or if they should make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of his insolvency, then the City, without prejudice to any other right of remedy, terminate this contract, and re-let the same.

This agreement is executed pursuant to an award duly made by the City Council of the City of Duquesne at a meeting held on the _____ day of _____, 2023.

WITNESS:

Mayor

WITNESS:

Authorized Signature

Typed Name & Title of Signature

BID FORM

COLLECTION, REMOVAL, AND DISPOSAL FOR DUQUESNE CITY

The City of Duquesne provides direct billing and collection of refuse and recyclables as per bid specifications at a per unit charge for RESIDENTIAL UNITS. Service under this contract is mandatory and the City reserves the discretion whether to utilize Bid Option "A" or Bid Option "B" as the basis for award of the bid.

BID OPTION "A" – Weekly Curbside Garbage/Rubbish Pickup LIMITED to Ten (10) Bags Per Unit Plus One Bulk Waste Item, Municipal Direct Customer Billing, and Bi-Weekly Curbside Recyclable Pickup:

	<i>Option Years</i>				
Garbage/Rubbish (Limited to 10 bags) and Bulk Waste (1 item) – Weekly	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month:					
Cost per unit per year:					

If recyclables are included in your garbage, rubbish and bulky waste quote, list as such. *Option Years*

Recyclable – Bi-Weekly	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month:					
Cost per unit per year:					

BID OPTION "B" – Up to Three Times Weekly Curbside Garbage/Rubbish Pickup of Ten (10) Bags Per Unit Plus One Bulk Waste Item, Municipal Direct Customer Billing, and Bi-Weekly Curbside Recyclable Pickup:

	<i>Option Years</i>				
Garbage/Rubbish (Unlimited) and Bulk Waste (1 item) – Weekly	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month					
Cost per unit per year:					

If recyclables are included in your garbage, rubbish and bulky waste quote, list as such. *Option Years*

Recyclable – Bi-Weekly	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month:					
Cost per unit per year:					

BID OPTION "C" – Up to Three Times Weekly Curbside Garbage/Rubbish Pickup of Ten (10) Bags Per Unit Plus No Bulk Waste Item, Municipal Direct Customer Billing, and Bi-Weekly Curbside Recyclable Pickup:

	<i>Option Years</i>				
Garbage/Rubbish (Limited to 10 bags) and no Bulk Waste (separate charge per Appendix A)	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month					
Cost per unit per year:					

If recyclables are included in your garbage, rubbish and bulky waste quote, list as such. *Option Years*

Recyclable – Bi-Weekly	Year 1	Year 2	Year 3	Year 4	Year 5
Cost per unit per month:					
Cost per unit per year:					

Bidder hereby acknowledges that the City reserves the right to determine the lowest responsible bidder by deciding in the City's sole discretion whether to elect to contract for services for weekly Garbage/Rubbish pickup of a LIMITED (10 bags). Please note that bidders will not be automatically disqualified for failure to provide a proposal for bid options or alternatives. However, the City reserves the right to disqualify any bidder that fails to submit a proposal for any option, alternative, or combination of services that the City elects to utilize as the basis for award of the contract. Furthermore, the City reserves the right to waive any defect for failure to submit proposals for any bid option or alternatives that the City does not elect to contract for.

Signature

Company Name

Name of Bidder

Address

Title/Office in Company

Telephone Number

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2023.

Notary Public

My Commission Expires: _____

Bidder's Company

Representative's Signature

PROPOSAL

For the furnishing of all labor, equipment, collection and/or disposal of garbage, rubbish, ashes and refuse in the corporate limits of the City of Duquesne, Allegheny County, Pennsylvania

To: _____

1. The undersigned hereby certifies they have examined the ordinance, rules and regulations, notice to bidders, specifications, contract, bond and proposal for contract of the City and have also examined the highways and alleys over which proposed service extends, the length of haul, location of disposal site, and other conditions relative thereto.
2. The undersigned has made full examination in relation to the proposed work and the specifications and other data referred to above; propose to do and perform all the work herein specified in accordance with said specifications and contract, furnish all labor and equipment and all other items as required.
3. The undersigned, if the successful bidder will comply with all regulations pertaining to license and/or permits required by any governmental authority, for the collection, transportation and disposal of garbage, refuse, etc.
4. All schools and institutions are excluded; and if their refuse of any nature is placed on the curbstone in a residential area it is likewise excluded and will not be picked up.

_____(I, We) hereby declare that _____(I, We) have examined the specifications and the Proposed Contract for this bid and agree to abide by the provisions contained therein. If the contract is awarded, _____(I, We) hereby offer to collect, remove and dispose of garbage, rubbish in the City of Duquesne and have examined the streets and roads to be traversed in the said City in performing the services described in the said requirements as set forth in the specifications for the quoted prices.

A certified or cashier's check made payable to the City of Duquesne or a bid bond in the sum of 10% of the total dollar amount bid (for the first year) is attached hereto.

The completed Experience and Equipment Questionnaire is attached. Also attached is the proof of ownership or non-cancelable agreement guaranteeing use of a PADEP permitted landfill for the life of this proposed contract.

Respectfully Submitted,

BIDDER: _____

ADDRESS: _____

PHONE: _____

FAX: _____

EMAIL: _____

Authorized Signature

Title

Appendix A

Antenna	\$ 5.00	Stationary Tub (Plastic)	\$ 5.00
Baby Crib	\$ 5.00	Mattress (Crib)	\$ 5.00
Bed (Roll Away)	\$ 5.00	Mattress (Single)	\$ 5.00
Bed (Bunk Beds)	\$ 5.00	Mattress (All Others)	\$ 5.00
Bed Frame	\$ 5.00	Microwave	\$ 5.00
Bicycle	\$ 5.00	Mirror	\$ 5.00
Box Springs (Single)	\$ 5.00	Play Pen	\$ 5.00
Box Springs (Double)	\$ 5.00	Stroller	\$ 5.00
Cabinets (Each)	\$ 5.00	Windows (Each)	\$ 5.00
Chairs (Wooden)	\$ 5.00	Hot Water Tank	\$ 5.00
Chairs (Metal)	\$ 5.00	Kitchen Sink Base	\$ 5.00
Cupboard	\$ 5.00	Baby Tub (Plastic)	\$ 10.00
Coffee Table	\$ 5.00	Chairs (Reclyners)	\$ 10.00
Dining Room Table	\$ 5.00	Couch	\$ 10.00
Door (Storm)	\$ 5.00	Dresser (Large)	\$ 10.00
Door (Sliding Glass)	\$ 5.00	Futon	\$ 10.00
Door (All Others)	\$ 5.00	Rug (9X12 or Larger)*	\$ 10.00
Dresser (Small)	\$ 5.00	Rug Padding (9X 12 or Larger)*	\$ 10.00
Entertainment Stand	\$ 5.00	Sink (Any Kind)	\$ 10.00
Filing Cabinet	\$ 5.00	Stove	\$ 10.00
Garage Door Tracks	\$ 5.00	Toilet	\$ 10.00
Grill	\$ 5.00	Washer/Dryer	\$ 10.00

*Carpet and Padding must be cut into 4'x4' squares