BOROUGH OF EAST MCKEESPORT SPECIFICATIONS
FOR THE COLLECTION, REMOVAL, AND DISPOSAL OF
GARBAGE AND RUBBISH

INTENT AND PURPOSE:
The general intent and purpose of the Borough of East McKeesport 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, alleys and the weekly disposal of all household rubbish. Additionally, to provide On-Call, Door-to-Door, E-waste 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 Borough 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.**

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 Borough, in the sole exercise of its discretion.

1. Completed bid form.

2. A certified or cashier's check payable to the Borough of East McKeesport, or a bid bond issued by an authorized surety, in an amount equal to ten percent (10%) of the total first-year bid price, calculated using the estimated number of units stated in these specifications.

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 Borough by registered mail if for any reason said agreement is canceled.

B. The Borough reserves the right to reject any or all bids and to waive only minor, nonmaterial irregularities to the extent permitted by applicable Pennsylvania law. No material bid requirement shall be waived or modified in a manner that compromises competitive bidding or affords a bidder an unfair advantage.

II. GENERAL INFORMATION

A. The person, persons, firm or corporation to whom the contract is awarded shall file with the Borough 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 have an initial term of three (3) years, beginning on the commencement date stated in the executed contract **(January 1, 2027.)** The initial term shall be three (3) years, with two (2) additional one-year option periods exercisable solely by the Borough.

B. The Borough may exercise two (2) successive one-year renewal options at the corresponding fixed prices bid for those option years. The Borough shall provide written notice at least thirty (30) days before expiration of the current term. No option shall be exercised automatically.

C. If the Borough 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. Should this contract be awarded for a period of three years, it will be at the sole discretion of the Borough to award any additional option years. At the end of the third year, the Borough of East McKeesport 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.

GENERAL CONDITIONS

1. The word "Municipal" or "Municipality" or "Borough" shall mean the Borough of East McKeesport, 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 PERSONNEL:

5. The Contractor shall employ only competent and skilled personnel and whenever the authorized representative of the Borough 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 Borough 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 Borough 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 Borough and methods of handling the work. The purpose of this examination is to familiarize the contractors with the Borough'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 Borough.

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 Borough 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, also included is the pick-up of commercial establishments and apartments of the said Municipality which such list shall be supplied to the low bidder, 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 Borough 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 Borough, or default be made by the Contractor in any of the material terms and conditions of this agreement, the Borough at its option may cancel this contract or cause its performance by the Borough or others by private agreement, subject to applicable emergency procurement and competitive-bidding requirements, and collect the additional cost and expense occasioned thereby from the original Contractor and his surety, or the Borough 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 Borough also reserves the right to terminate the contract for convenience upon thirty (30) days' prior written notice to the Contractor. The Contractor has no right to file any claim against the Borough for a cancellation of the contract.

RIGHTS AND OPERATION OF THE BOROUGH

12. Contractor assumes responsibility for labor-management relations. if any strike or labor dispute interrupts required service, the Borough may, subject to applicable law, arrange substitute collection as reasonably necessary to protect public health and safety and 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 Borough as a result of this work. The Borough 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 Borough, 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 Borough shall be liable for or be held to pay any money except as provided herein.

PERFORMANCE BOND:

15. The successful bidder shall furnish the Borough with a performance bond which is to be an annual bond in the sum of one hundred percent (100%) of the annual contract price, subject to confirmation that the security amount and form comply with 8 Pa.C.S. § 1402(c) 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 Borough, limits of which shall not be less than $500,000/1,000,000 for bodily injury and $500,000 for property damages, with the Borough named as an additional insured for liability arising from the Contractor's operations, to the extent available under the applicable policy. The Contractor shall furnish the property certificates of insurance coverage to the Borough Secretary.

PAYMENT & REPORTS:

17. Payment will be made by the Borough of East McKeesport directly to the Contractor on a Monthly basis.

18. The Contractor shall submit monthly reports to the Borough 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 Borough, in water tight, completely closed metal bodies, the same to be approved by the Borough 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 Borough. 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 Borough 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 Borough 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. If the Contractor fails to make a required collection, the Contractor shall correct the missed collection within twenty-four (24) hours after notice from the Borough or its authorized representative. If the omission remains uncorrected, the Borough may deduct the applicable unit-price amount for the

unperformed service and assess the additional liquidated damages specified in the Proposed Contract, provided that no duplicate recovery is imposed for the same loss. The parties acknowledge that service disruptions may cause administrative and public-health impacts that are difficult to measure precisely and that any agreed liquidated damages must be a reasonable estimate rather than a penalty.

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 Senior Citizens Building, 1 at East Field, 1 at the Firehall and 1 at the Borough Garage, 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 Borough.**
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 Borough, whose decision shall be final and binding upon the Contractor.
8. The Borough Council or its agents shall notify the Contractor within five (5) days after each and every assessment of liquidated damages of 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 Borough 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 Borough, 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. Borough Council would prefer to continue with Friday 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 with this contract.
11. The successful bidder must submit documentary evidence of all current permits, licenses, and registrations required by applicable law for the proposed collection, transportation, and disposal services within ten (10) days after the Municipality's acceptance of its bid. If such letter is not so submitted, the Borough may revoke its acceptance of the bid, rescind any contract and accept the bid of the next lowest responsible bidder.
12. 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.
13. 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.
14. The bidder shall submit evidence of ownership of, or a binding written agreement granting access to, a PADEP-permitted disposal facility for the full contract period, together with a reasonable contingency plan for interruption of facility availability. Any proposed alternate facility must possess all permits required by law.
15. On-Call Door-to-Door E-waste Collection, Processing and Disposal

    1. Contractor, either through its own equipment and personnel or through a qualified subcontractor, shall provide to the residents of East McKeesport Borough an on-call door-to-door E-waste collection, processing and disposal service during the term of the Contract and any extensions thereto. The purpose of the E-waste Service is to provide a safe, convenient, efficient and cost-effective method for residents to dispose of Acceptable E-waste Materials (as defined herein) that are otherwise difficult to dispose. The Contractor's E-waste Service shall comply with the Pennsylvania Covered Device Recycling Act, applicable DEP requirements, and all other applicable laws. Covered devices shall not be disposed of as municipal solid waste. The Contractor shall identify the downstream recycling facilities and furnish documentation of applicable certifications and permits. The E-waste 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. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Borough against third-party claims, losses, and reasonable defense costs to the extent caused by the Contractor's or its subcontractors' acts or omissions after taking possession of Acceptable E-waste Materials.

e. Contractor shall assist the Borough in developing press release and/or advertising material to announce the E-waste Service and will assist the Borough in the planning of a public education campaign introducing the EWaste Service.

f. Contractor shall provide the Borough with quarterly and annual reports detailing all Acceptable EWaste Materials collected, number of homes collected from, pounds per home and other pertinent details as may be required by the Borough.

g. The collection of EWaste from businesses is excluded.

h. A narrative description of Contractor's proposed EWaste Service offering, including the identification of any subcontractors that will perform any portion of the EWaste Service, the identification of all recycling, treatment/processing and disposal destinations for the acceptable EWaste 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 _____, 2026 by and between the Borough of East McKeesport, a municipal corporation of the Commonwealth of Pennsylvania, situate in Allegheny County, hereinafter referred to as the "Borough"

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:

	Per Unit
1st Year	**$**
2nd Year	**$**
3rd Year	**$**
4th Year (Option)	$
5th Year (Option)	$

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:

This contract is for a period of Three (3) year(s), beginning on **January 1, 2027** and ending on **December 31, 2029** provided, however, Municipality in the sole exercise of its discretion, shall have the right, upon giving the Contractor written notice prior to the scheduled expiration of the Term hereof, to extend the Term of this contract for an additional period of three months at the corresponding rate bid. 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 Borough 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.

1. This contract covers the collection of garbage, refuse, rubbish, and trash (as defined hereinafter) from each and every single family dwelling, duplexes, triplexes, including apartments and commercial establishments, which such listing shall be provided to the low bidder, in the Borough as defined in the General Conditions on Page

   It is also clearly understood that all Municipal Properties; such as the Municipal Garage, Administrative Building, East Field and Senior Citizen Building, are also to be included within the coverage of this contract – at no additional cost to the borough.

2. “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.

3. “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.

4. "Waste" as used herein shall include both garbage and rubbish as defined above.

5. “EWaste” 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.

6. 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 Borough, 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.

7. 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 unless the Borough authorizes an alternative container size in writing. 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.

8. The Contractor shall supply, at no cost, dumpsters to the following locations: 2 dumpsters at the Senior Citizens Building, 1 at East Field, 1 at the Firehall and 1 at the Borough Garage, 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 Borough.**

9. **The Borough asks that collection be limited to one day per week, this schedule must be strictly adhered**. 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. Borough Council would prefer to continue with Friday collection, if possible.

10. 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 Borough of East McKeesport or this contract. All arrangements shall be made between the Contractor and the owners or residents.

11. Payment - Payment will be made by the Borough of East McKeesport directly to the Contractor monthly.

12. Penalties - The Contractor shall have and maintain telephone communications with the office of the Borough and be prepared to receive reports of failure to collect waste within the hours of 9:00 AM and 4:00 PM.

    The Borough Council or its authorized representative shall review and document the validity of any complaint made by residents as failure of the Contractor to collect waste in accordance with this contract. The Borough shall notify the Contractor of its determination and provide a reasonable opportunity to submit relevant records before assessing contractual deductions, without limiting the Borough's right to obtain prompt corrective service.

    A deduction of the appropriate unit price shall be made by the Borough 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 Borough or its agent, an additional one hundred dollars ($100.00) in liquidated damages may be assessed for each subsequent twenty-four (24) hour period that the verified missed collection remains uncorrected, provided the amount is a reasonable estimate of anticipated administrative and service impacts, not a penalty, and does not duplicate recovery for the same loss.

    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 Borough 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 Borough shall be paid forthwith by him.

13. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Borough and its officers, employees, and agents from third-party claims, damages, losses, and reasonable defense costs to the extent caused by the negligent acts or omissions or willful misconduct of the Contractor or those for whom it is legally responsible in performing this contract.

14. 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 Borough 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.

15. The Contractor shall comply with all applicable federal, Pennsylvania, Allegheny County, and Borough requirements governing the collection, transportation, and disposal of waste, including workers' compensation obligations. The Contractor shall maintain commercial general liability insurance with bodily injury limits of not less than $500,000 per person and $1,000,000 per occurrence and property damage coverage of not less than $500,000, or equivalent combined single limits acceptable to the Borough, subject to review by the Borough Solicitor and insurance advisor. The Borough shall be named as an additional insured for liability arising out of the Contractor's operations, to the extent available under the policy. Certificates and applicable additional-insured endorsements shall be provided before work begins.

16. Faithful performance is a material condition of this contract. Upon a material default, the Borough may issue written notice describing the default and requiring prompt correction within the period stated in the notice, except where immediate action is reasonably necessary to protect public health or safety. If the default is not timely corrected, the Borough may terminate for cause and pursue lawful remedies, including substitute service and recovery of reasonable excess costs, subject to applicable procurement law. Separately, the Borough may terminate for convenience upon thirty (30) days' written notice; the Contractor shall be entitled only to payment for conforming services performed through termination, less lawful offsets, and not to anticipated profits or unearned fees, to the extent permitted by law.

17. The Contractor shall within ten (10) days after the contract is awarded, execute and deliver to the Borough 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 Borough Council, which Bond shall be in the sum of one hundred (100%) 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 Borough may then re-let the contract to the next lowest bidder, and sue the previous awardee for all expenses and damages caused thereby.

18. 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 Borough, 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 Borough Council of the Borough of East McKeesport at a meeting held on the _____ day of _____, 2026.

WITNESS:

_____ _____
President of Council

WITNESS:

_____ _____

_____
Authorized Signature

_____
Typed Name & Title of Signature

EXPLANATION OF BID SOLICITED

This bid is for the collection, transportation, and disposal of refuse in East McKeesport Borough.

There are an estimated 980 units in the Borough of East McKeesport. These figures are based on recent billings and should be used only as an estimate. The actual count of units may be adjusted after collection has begun and it has been determined how many units are being served. The per unit price will be used to adjust the contract if there are decreases or increases in the number of units in the boroughs.

Places to be included in the collections at no extra cost to the borough are:

1.	Borough Building	907 Florence Avenue
2.	Senior Citizens Building	539 Chicora Street
3.	Borough Garage	1243 Melrose Street
4.	Firehall	611 Broadway Avenue
5.	East Field	500 Pittsburgh Street

The borough officials ask that a small truck be used on the following streets and alleys: Grove St, Hawk Alley, Broadway Ext., Aucilla Alley, Joseph Street, Cedar Alley, Howard Avenue, Paola Alley, Mystic Avenue, Walnut Way, Martz Alley and Pittsburgh St from Walnut Alley to McClure Ave.

Prices for all three (3) initial contract years and both (2) Borough option years must be completed for a bid to be considered responsive.

The Borough requires one (1) regularly scheduled collection day per week, subject to approved holiday and emergency adjustments.

THE PRICES BID FOR EACH CONTRACT YEAR SHALL BE FIXED AND SHALL NOT BE SUBJECT TO ESCALATION DURING THAT YEAR FOR ANY REASON.

COLLECTION, REMOVAL, AND DISPOSAL FOR EAST MCKEESPORT BOROUGH

Residential garbage, refuse, and bulky items, unlimited quantity per household, collected weekly at the curb/alley, transported to an approved landfill and disposed of at said landfill on a cost per unit basis including the total gate fee or tipping fee, taxes, surcharges; government charges; fuel price increases; and inspection fees imposed. **THE PRICES BID FOR EACH CONTRACT YEAR SHALL BE FIXED AND SHALL NOT BE SUBJECT TO ESCALATION DURING THAT YEAR FOR ANY REASON**. Also to include On-Call, Door-to-Door, E-waste Collection, Processing and Disposal.

YEAR ONE

$_____PER UNIT/PER MONTH

YEAR TWO

$_____PER UNIT/PER MONTH

YEAR THREE

$_____PER UNIT/PER MONTH

OPTION YEAR FOUR

$_____PER UNIT/PER MONTH

OPTION YEAR FIVE

$_____PER UNIT/PER MONTH

_____
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 Borough of East McKeesport, 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 Borough 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. Except for municipal properties expressly included in these specifications, 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 Borough of East McKeesport and have examined the streets and roads to be traversed in the said Borough 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 payable to the Borough of East McKeesport, or a bid bond issued by an authorized surety, in the amount of ten percent (10%) of the total first-year bid price based on the estimated number of units, is attached.

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