



BOROUGH OF DONORA
603 Meldon Avenue
Donora, Pennsylvania 15033
Office: 724-379-6600 / Fax: 724-379-6063
manager@donoraboro.org

Michael J. Thornton
Borough Administrator

Don Pavelko
Mayor

Casey J. Perrotta
Council President

DeAnne Vayansky Pavelko
Council Vice-President

Council Members
Mark Bizzell Boyer
James Brice
Michelle Kitchens
Neal Rands
Roderick Wilson

NOTICE TO BIDDERS

2027–2029 REFUSE & SANITATION COLLECTION SERVICES

The Borough of Donora, Washington County, Pennsylvania, hereby invites qualified and responsible contractors to submit sealed bids for the furnishing of residential refuse collection, transportation, disposal, electronic recycling, and related sanitation services within the corporate limits of the Borough of Donora.

The Contract shall commence on January 1, 2027, and shall continue through December 31, 2029, subject to the terms, conditions, specifications, and requirements contained within this Bid Packet.

The successful bidder shall be responsible for providing all labor, supervision, vehicles, equipment, materials, transportation, disposal, recycling of electronics, administrative services, and other resources necessary to fully and satisfactorily perform the services specified in the Contract Documents.

SEALED BID SUBMISSION

Sealed proposals shall be addressed to:

BOROUGH OF DONORA
c/o Borough Administrator
603 Meldon Avenue
Donora, Pennsylvania 15033

The sealed envelope shall be clearly marked: **"2027–2029 REFUSE & SANITATION COLLECTION PROPOSAL"**

All proposals must be received by the Borough Administrator no later than 3:00 PM, prevailing local time, Wednesday, October 7, 2026.

Late proposals will not be accepted or considered, regardless of the method of delivery or the date or time of mailing.

PUBLIC BID OPENING

All timely received proposals will be publicly opened and read aloud at the regular public meeting of the Borough Council of the Borough of Donora, beginning at 6:00 P.M., or as soon thereafter as practicable, on Thursday, October 8, 2026, in the Council Chambers of the Borough of Donora Municipal Building Complex.

BID DOCUMENTS

Each bidder is responsible for carefully reviewing the complete Bid Packet, including the Notice to Bidders, Instructions to Bidders, Bid Proposal Forms, Specifications, Contract Requirements, Qualifications of Bidders, Addenda, and all other documents issued in connection with this solicitation.

Only original Borough-issued bid proposal forms, properly completed and executed by the bidder, will be accepted.

BID SECURITY

Each proposal shall be accompanied by the required Bid Bond in the amount of ten percent (10%) of the bidder's annual bid price, payable to the Borough of Donora, in accordance with the requirements contained within the Bid Packet.

RIGHT OF THE BOROUGH

The Borough of Donora reserves the right to reject any or all bids, to waive non-material irregularities or informalities, and to award the Contract to the responsible and responsive bidder whose proposal is determined to be in the best interest of the Borough, in accordance with applicable law and the requirements of the Bid Documents.

The Borough is not obligated to accept the lowest bid or any proposal.

BOROUGH OF DONORA
Washington County, Pennsylvania

2027–2029 REFUSE & SANITATION COLLECTION CONTRACT

ISSUED BY:
Borough of Donora
Michael J. Thornton, Borough Administrator
603 Meldon Avenue
Donora, Pennsylvania 15033

DATE OF ISSUANCE: TUESDAY, SEPTEMBER 1, 2026

BID SUBMISSION DEADLINE:
3:00 PM — Wednesday, October 7, 2026

PUBLIC BID OPENING:
6:00 PM — Thursday, October 8, 2026

REFUSE SANITATION COLLECTION BID PROPOSAL

Borough of Donora
 Attention: Borough Administrator
 603 Meldon Avenue
 Donora, Pennsylvania 15033

To Members of the Council of the Borough of Donora:

Having carefully examined the Instructions to Bidders, as well as the premises and conditions affecting the work, the undersigned proposals to furnish all labor, material and equipment called for by them for the entire work in performance of said documents. Bidders shall complete the following Bid Proposal Form:

COMPANY NAME:	
COMPANY ADDRESS:	
COMPANY PHONE:	
COMPANY EMAIL:	
NAME(S) OF AUTHORIZED REPRESENTATIVES:	

**PLEASE READ CAREFULLY AS THERE WILL BE TWO
(2) PROPOSALS REQUESTED FROM EACH VENDOR
 BIDDING ON THIS CONTRACT**

PROPOSAL A

THIS IS A BID PROPOSAL BASED ON THE ENTIRE INSTRUCTIONS TO BIDDERS
(Items No. **1 through 30**, inclusive)

A. Annual Bid Price: \$ _____ per SINGLE (1) year.

The bid in writing is: _____ dollars for year for the three-year period. The above sum represents the yearly contract price for each of the three (3) years.

B. Total Contract Bid Price: \$ _____ for THREE (3) years.

The bid in writing is: _____ dollars for the entire three-year period. The above sum represents the entire contract price for the period from January 1, 2027, through December 31, 2029, which is three times (3x) the Annual Bid Price.

If notified that this proposal has been accepted, the undersigned agrees to enter into and fulfill the contract as provided by the Borough.

The undersigned agrees that if awarded the contract, they will deliver to the Borough, within twenty (20) days after the signing of the contract, a performance bond in the amount of 50% of the yearly contract price. Such is to be in full force during the three-year period of the contract (and extend into the two optional years if agreed upon), payable to the Borough of Donora to ensure performance on the contract until the completion of the contract.

BIDDING CONTRACTOR (authorized signature)

Printed/Typed Name of Signatory

DATE

THIS ENTIRE PACKET, INCLUDING THE BID PROPOSAL, THE QUALIFICATIONS FOR BIDDERS, AND THE INSTRUCTIONS TO BIDDERS MUST BE SUBMITTED AS YOUR PROPOSAL!!!

PROPOSAL B

THIS IS A BID PROPOSAL BASED ON THE ENTIRE INSTRUCTIONS TO BIDDERS
(Items No. **1 through 31**, inclusive)

A. Annual Bid Price: \$ _____ per SINGLE (1) year.

The bid in writing is: _____ dollars for year for the three-year period. The above sum represents the yearly contract price for each of the three (3) years.

B. Total Contract Bid Price: \$ _____ for THREE (3) years.

The bid in writing is: _____ dollars for the entire three-year period. The above sum represents the entire contract price for the period from January 1, 2027, through December 31, 2029, which is three times (3x) the Annual Bid Price.

If notified that this proposal has been accepted, the undersigned agrees to enter into and fulfill the contract as provided by the Borough.

The undersigned agrees that if awarded the contract, they will deliver to the Borough, within twenty (20) days after the signing of the contract, a performance bond in the amount of 50% of the yearly contract price. Such is to be in full force during the three-year period of the contract (and extend into the two optional years if agreed upon), payable to the Borough of Donora to ensure performance on the contract until the completion of the contract.

BIDDING CONTRACTOR (authorized signature)

Printed/Typed Name of Signatory

DATE

THIS ENTIRE PACKET, INCLUDING THE BID PROPOSAL, THE QUALIFICATIONS FOR BIDDERS, AND THE INSTRUCTIONS TO BIDDERS MUST BE SUBMITTED AS YOUR PROPOSAL!!!

QUALIFICATIONS OF BIDDERS

Each bidder is required to submit with their proposal an account of their qualifications, on the form provided herewith.

A. LIST MAKE, MODELS, AND YEAR OF ALL TRUCKS TO BE USED IN THE PERFORMANCE OF THIS CONTRACT.
(SEE ITEM 13)

YEAR	MAKE	MODEL

B. TYPE, WEIGHT, AND AGE OF PACKERS. (SEE ITEM 13)

TYPE	WEIGHT	AGE

C. NAME OF OTHER MUNICIPALITIES SERVED, PAST AND PRESENT.

INSTRUCTIONS TO BIDDERS
BOROUGH OF DONORA
REFUSE AND SANITATION COLLECTION

The terms “Contractor,” “Bidder,” and “Successful Bidder” are used interchangeably throughout these Instructions to Bidders.

PROPOSALS ENTITLED FOR CONSIDERATION MUST BE
MADE IN ACCORDANCE WITH THE FOLLOWING INSTRUCTIONS:

01. **Bid Proposal Forms and Bid Security** - All proposals shall be submitted exclusively on the official bid proposal forms furnished by the Borough of Donora. Each bidder shall fully and accurately complete all applicable sections, blanks, and schedules contained within the proposal documents. All monetary amounts and other numerical values shall be clearly stated **both in words and in figures**. In the event of any discrepancy between the written and numerical amounts, the written amount shall govern, unless otherwise determined by the Borough.

All required signatures shall be original signatures executed in **BLUE INK** by an authorized representative of the bidding entity. Bid forms shall be submitted complete and in final form and shall be free from interlineations, unauthorized alterations, erasures, or other modifications. Any corrections or changes made to the proposal shall be properly initiated by the authorized representative of the bidder.

Bid Bond - Each proposal shall be accompanied by a **Bid Bond in an amount equal to ten percent (10%) of the bidder’s total annual bid price**. The Bid Bond shall serve as security for the bidder’s commitment to enter into the Contract in accordance with the terms of its proposal if awarded the Contract.

The Bid Bond shall be made payable to the **Borough of Donora** and shall be submitted in one of the following acceptable forms:

1. A cashier’s check;
2. A money order; or
3. A bid bond executed by a surety company authorized to conduct business within the Commonwealth of Pennsylvania.

All bonds submitted in connection with this bid shall be issued by a **corporate surety acceptable to the Borough of Donora** and shall remain valid for the period specified in the bid documents.

Failure to submit the required Bid Bond in the proper amount and acceptable form shall constitute grounds for rejection of the bid as **non-responsive**, unless otherwise determined by the Borough in accordance with applicable law.

All bid submissions shall comply strictly with these requirements. The Borough of Donora reserves the right to reject any bid that is incomplete, improperly executed, or otherwise fails to comply with the requirements established in the bid documents.

02. **Proposal Submission Requirements** - Bidders shall submit their proposals using the official bid proposal forms and documents furnished by the Borough of Donora. The bid proposal shall be completed in its entirety and shall contain all information, pricing, certifications, signatures, and other documentation specifically requested within the bid package. The bidder shall not substitute a summary, abstract, narrative description, or other document in lieu of the official Borough-issued proposal forms.

Oral, telegraphic, telephonic, facsimile (fax), electronic mail (email), or other electronically transmitted proposals, modifications, amendments, or submissions will not be accepted or considered. Any modification to the submitted proposal must be made in accordance with the procedures expressly established within the official bidding documents.

Only **ORIGINAL bid proposal packets** issued by the Borough of Donora and properly completed and executed by the bidder shall be accepted for consideration. Reproduced, altered, substituted, or independently prepared bid forms may be rejected as non-responsive.

Bidders shall be solely responsible for ensuring that their proposal is complete, properly executed, securely packaged, and submitted to the Borough of Donora in accordance with all applicable submission requirements and deadlines established in the bid documents.

03. **Bid Submission Deadline and Public Opening** - All proposals shall be addressed to the **Borough of Donora, c/o the Borough Administrator**, and shall be delivered to the Borough Administrator in a **sealed envelope** clearly marked: **"2027-2029 REFUSE & SANITATION COLLECTION PROPOSAL"**

All proposals must be physically received by the Borough of Donora no later than **3:00 PM, prevailing local time, Wednesday, October 7, 2026**. The bidder shall be solely responsible for ensuring the timely delivery and receipt of its proposal, regardless of the method of delivery, including delivery by the **United States Postal Service, commercial carrier, courier, or hand delivery**.

Any proposal received after the stated deadline will be deemed late and shall not be considered for award. The Borough shall not be responsible for delays in delivery, regardless of the cause, including delays attributable to the United States Postal Service, commercial carriers, couriers, or other delivery services.

All timely received bid proposals shall be publicly opened and read aloud at the Borough of Donora's **regular public Borough Council meeting**, beginning at **6:00 PM, or as soon thereafter as practicable, on Thursday, October 8, 2026**, in the **Council Chambers of the Borough of Donora Municipal Building Complex** - The public opening of proposals shall not constitute an award of the Contract. The Borough of Donora reserves the right to review all proposals for compliance with the bid specifications and applicable law and to award the Contract in accordance with the terms and conditions contained within the official bid documents.

04. **Requests for Clarification** - Should any bidder identify an ambiguity, discrepancy, omission, inconsistency, or other matter within the bid specifications, proposal documents, contract documents, or any other portion of the bid package, or should the bidder have any question regarding the meaning or intent of any provision, the bidder shall promptly notify the **Borough Administrator** in writing prior to the bid submission deadline.

Upon receipt of a request for clarification, the Borough Administrator may issue written instructions, interpretations, clarifications, or addenda to all prospective bidders. Such written communications will be distributed by **email** to ensure that all bidders receive the same information simultaneously and have an equal opportunity to incorporate any applicable clarification into their proposals.

Each bidder shall provide a **valid and regularly monitored email address** within its submitted bid packet for the purpose of receiving official communications, clarifications, addenda, and other bid-related correspondence from the Borough of Donora.

No oral statement, instruction, interpretation, or clarification provided by the Borough, its officials, employees, representatives, or agents shall be binding upon the Borough or relied upon by any bidder unless confirmed in writing by the Borough Administrator or formally issued as an official addendum or written clarification.

The Borough of Donora shall not be responsible for any bidder's failure to receive, review, or act upon written communications or addenda due to an incorrect, invalid, or improperly monitored email address provided by the bidder.

It shall be the sole responsibility of each bidder to review all bid documents, clarifications, and addenda issued prior to the bid submission deadline and to ensure that its proposal fully complies with all requirements contained therein.

05. **Bidder's Duty to Inspect** - Prior to submitting a proposal, each bidder shall carefully examine the **corporate limits of the Borough of Donora**, including all streets, alleys, residential areas, and other locations within the Borough that may be affected by or included in the performance of the services required under this Contract.

Each bidder is strongly encouraged to personally visit and inspect the streets and collection areas within the Borough and to fully familiarize itself with all existing conditions that may affect the performance, cost, or execution of the Contract. Such examinations should include, but shall not be limited to, roadway conditions, access limitations, residential development, collection routes, traffic conditions, and any other circumstances that may reasonably affect the services required.

The bidder shall be responsible for obtaining all information necessary to prepare a complete and accurate proposal. **Submission of a proposal shall constitute the bidder's acknowledgment that it has had a reasonable opportunity to examine the Borough and has satisfied itself as to the conditions and circumstances that may affect the performance of the Contract.**

Each bidder shall include in its proposal **all costs necessary for the complete and satisfactory performance of every item and service required under the Contract**, including any costs that may reasonably arise from existing conditions within the Borough.

The Borough of Donora shall not be responsible for additional costs claimed by the successful bidder based upon conditions that could reasonably have been identified through a thorough examination of the Borough and the areas subject to the Contract.

06. **Evaluation and Award** - In evaluating proposals and determining the award of the Contract, the Borough of Donora shall consider the **competency, qualifications, experience, financial responsibility, reliability, responsiveness, and overall responsibility of each bidder**, in addition to the proposed contract price and the bidder's compliance with all requirements of the bid documents.

The Borough of Donora shall not be obligated to award the Contract to the bidder submitting the lowest monetary proposal. The Borough reserves the right to determine which proposal is **most advantageous and in the best interests of the Borough**, taking into consideration all applicable factors established within the bid documents and applicable law.

The Borough of Donora expressly reserves the right to **reject any or all proposals**, to waive non-material informalities or irregularities, or to decline to make an award when, in the judgment of the Borough, such action is in the best interest of the Borough.

No bidder shall acquire any contractual rights or entitlement to an award solely by virtue of submitting the lowest bid or any other proposal. The Contract shall not be deemed awarded until formally approved and executed by the Borough of Donora in accordance with applicable law and the requirements of the bid documents.

07. **Contract Documents** - The **Notice to Bidders, Instructions to Bidders, Bid Proposal, Qualifications of Bidders, Specifications, Addenda, written clarifications, and all other documents, forms, and materials issued by the Borough of Donora in connection with the bidding process** shall be deemed to constitute and form an integral part of the Contract.

Upon award and execution of the Contract, all such documents shall be incorporated into and become part of the executed Contract by reference, to the extent applicable. The successful bidder shall be bound by and shall comply with all requirements, terms, conditions, specifications, and obligations contained therein.

In the event of any conflict or inconsistency among the Contract documents, the order of precedence shall be determined in accordance with the provisions established in the final executed Contract and applicable law.

The successful bidder acknowledges that its submission of a proposal constitutes acceptance of the requirements contained within the complete bid package, including any properly issued addenda or written clarifications, and agrees to perform all services in accordance with the complete Contract documents.

08. **Quarterly Payment Schedule** - The Contract shall provide for payment to the successful bidder in **equal quarterly installments**, with each installment representing one-fourth (1/4) of the applicable annual contract price. Payment shall be made by the Borough of Donora **within fifteen (15) days following the completion of each quarterly period of service (unless identified as a weekend or Holiday)**, subject to the successful bidder's submission of a proper and accurate invoice and compliance with all applicable Contract requirements.

For the anticipated **2027–2029 Contract term**, quarterly payments shall be scheduled as follows:

CONTRACT YEARS AND PAYMENT DUE DATES					
2027	April 15, 2027	2028	April 17, 2028	2029	April 16, 2029
2027	July 15, 2027	2028	July 17, 2028	2029	July 16, 2029
2027	October 15, 2027	2028	October 16, 2028	2029	October 15, 2029
2027	January 18, 2028	2028	January 16, 2029	2029	January 15, 2030
<i>**Dates after the 15th of each month, reflect Weekends and Federal Holidays**</i>					

The successful bidder shall submit a **separate invoice for each quarterly period of service completed**. Each invoice shall clearly identify the applicable service period, the amount due, and any other information reasonably required by the Borough of Donora to process payment.

No quarterly payment shall become due or payable until the required invoice has been properly submitted and the Borough has verified that the services for the applicable quarterly period have been satisfactorily performed in accordance with the Contract.

The Borough reserves the right to withhold or adjust payment for any services that have not been performed in accordance with the Contract, subject to the terms and conditions of the Contract and applicable law.

09. **Initial Contract Term and Extension Options** - The Contract resulting from this solicitation shall be for a **three (3) year term**, commencing **January 1, 2027, and continuing through December 31, 2029**. Each bidder shall provide, as part of its Bid Proposal, the total contract price for the initial three-year term and shall separately identify the proposed **annual contract price for each of the three (3) contract years**.

The Borough of Donora and the successful Contractor may, by mutual written agreement, extend the Contract for **up to two (2) additional consecutive one-year periods**, subject to all applicable laws, regulations, and Contract requirements.

Each one-year extension option shall be considered **separately and independently** and shall require the express written agreement of both the Borough and the Contractor. Neither party shall be obligated to exercise any extension option, and the exercise of one extension option shall not create an obligation or expectation that the subsequent extension option will be exercised.

Any extension of the Contract shall be subject to the **Annual Bid Price and any pricing limitations permitted by applicable law**, as specified in the Bid Proposal and Contract documents. The terms and conditions of the original Contract shall remain in full force and effect during any properly authorized extension period unless otherwise mutually agreed upon in writing and permitted by law.

If the Borough and Contractor do not mutually agree to exercise the first one-year extension option for the fourth contract year, the Contract shall terminate upon expiration of the initial three-year term, and the second one-year extension option for the fifth contract year shall automatically become unavailable.

No extension shall be effective unless formally authorized and executed in writing by the Borough of Donora and the Contractor.

10. **Performance Bond / Performance Security** - Prior to the commencement of services under the Contract, the successful Contractor shall furnish to the Borough of Donora a **Performance Bond in an amount equal to fifty percent (50%) of the annual contract price**. The Performance Bond shall serve as security for the faithful and complete performance by the Contractor of all duties, obligations, and requirements imposed under the Contract. The Performance Bond shall be executed by the Contractor and a **corporate surety authorized to conduct business within the Commonwealth of Pennsylvania** and shall be in a form acceptable to the Borough of Donora. The original executed Performance Bond shall be delivered to the **Borough Administrator**, who shall retain and maintain the bond on behalf of the Borough for the duration of the Contract, including any properly authorized extension periods.

The Performance Bond shall remain in full force and effect throughout the Contract term and any authorized extensions, as applicable, unless otherwise provided in the Contract documents.

The Contractor shall not be subject to forfeiture, assessment, or other penalties under the Performance Bond except for a **material failure to perform its contractual obligations for good and sufficient cause**, and only after the Contractor has been provided appropriate notice and an opportunity to cure, where applicable.

Any determination that the Contractor has failed to faithfully perform the Contract and any action to enforce the Performance Bond shall require formal action and authorization by the **Borough Council of the Borough of Donora**, in accordance with the Contract documents and applicable law.

Nothing contained herein shall limit any other rights or remedies available to the Borough under the Contract, the Performance Bond, or applicable law.

11. **Frequency of Collection and Public Notice** - The successful bidder shall provide for the collection and removal of **all municipal residential refuse at least once per week**, without exception, from all residential properties subject to this Contract and located within the corporate limits of the Borough of Donora.

The Contractor may also be required to provide **additional weekly collections** at apartment buildings, multi-family residential properties, housing projects, or other high-density residential developments when, in the determination of the Borough Council, such additional collections are reasonably necessary to protect the **health, welfare, and safety of the residents of the Borough**.

The **Borough Council of the Borough of Donora** reserves the right, upon reasonable notice to the Contractor, to require such additional weekly collections at the aforementioned properties. Any additional collections required pursuant to this provision shall be performed **at no additional cost or charge to the Borough or to the affected residential property owners** and shall remain in effect for such period as determined by the Borough Council. This requirement shall apply throughout the initial Contract term and any properly authorized extension periods.

Collection Schedule and Public Notification - The Contractor shall, at its **sole cost and expense**, publish in a newspaper of general circulation serving the Borough of Donora the regular schedule for weekly residential refuse collection. The published notice shall provide sufficient information to reasonably inform residents of their designated collection day and any other information deemed necessary by the Borough. The Contractor shall also publish an appropriate notice whenever a permanent or temporary change is made to the regular collection schedule. Such notice shall be provided sufficiently in advance of the effective date of the schedule change whenever reasonably practicable.

The Contractor shall provide the **Borough Offices, in writing**, with advance notice of all nationally recognized holidays observed by the Contractor that will result in a delay, alteration, or modification to the regularly scheduled weekly residential refuse collection service.

A copy of each newspaper advertisement or public notice published by the Contractor concerning the residential collection schedule shall be provided to and maintained on file by the **Borough Administrator**.

The Contractor shall be responsible for ensuring that residents receive timely and accurate information concerning their collection schedule and any changes thereto. No failure by the Contractor to properly advertise or communicate a schedule change shall relieve the Contractor of its obligation to provide the required collection services.

12. **Sanitary Collection and Equipment Requirements** - The Contractor shall collect and remove all garbage, ashes, solid waste, refuse, and other materials subject to collection under this Contract from all applicable residential properties within the corporate limits of the Borough of Donora. All residential refuse shall be collected utilizing properly maintained **sanitary refuse collection vehicles and packer equipment** suitable for the safe, efficient, and sanitary performance of the services required under this Contract.

The Contractor shall, at all times throughout the Contract term, maintain all collection vehicles, trucks, equipment, containers, and related apparatus used in the performance of the Contract in **good, safe, sanitary, and proper operating condition** and in compliance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, ordinances, regulations, and safety requirements.

The Contractor shall be solely responsible, at its own cost and expense, for the immediate and complete cleanup and removal of any garbage, refuse, debris, liquids, or other substances that may **fall from, leak from, spill from, be dropped by, be scattered by, or otherwise be discharged or ejected from any vehicle or equipment** operated by the Contractor, its employees, agents, subcontractors, or representatives. Such cleanup responsibility shall apply to all locations within the corporate limits of the Borough, including public streets, alleys, sidewalks, rights-of-way, private property, and other areas affected by the Contractor's collection operations.

The Contractor shall promptly respond to and completely remedy any such spill, discharge, or debris resulting from its operations. All costs associated with cleanup, removal, transportation, disposal, repair, labor, equipment, or other corrective measures shall be borne solely by the Contractor and **shall be included in the Contractor's bid price, with no additional cost or charge to the Borough**.

The Contractor shall be responsible for ensuring that its collection operations are conducted in a manner that minimizes the potential for spillage, leakage, scattering, or discharge of refuse and other materials and shall take all reasonable precautions necessary to maintain the Borough's streets and public areas in a clean and sanitary condition.

13. **Waste Disposal and Cost Responsibility** - The Contractor shall be responsible for the transportation and lawful disposal of all municipal solid waste, refuse, garbage, ashes, and other solid waste materials collected within the Borough of Donora under this Contract, at properly permitted and approved disposal facilities.

All municipal solid waste shall be transported to and disposed of at facilities that are **properly licensed, permitted, and approved by the Pennsylvania Department of Environmental Protection (PA DEP)** and any other applicable Federal, Commonwealth, or local regulatory authority.

The Contractor shall be solely responsible for all costs and expenses associated with the transportation, transfer, handling, processing, and disposal of municipal solid waste collected under this Contract. Such costs shall be fully incorporated into the Contractor's submitted bid price.

Fixed Cost Responsibility - The Contractor acknowledges that the Contract price shall include all anticipated costs necessary to perform the services required under the Contract for its entire term. **Any increase in landfill tipping fees, disposal charges, transfer station fees, processing costs, or other costs associated with the disposal of municipal solid waste occurring during the Contract term shall be the sole responsibility of the Contractor.**

The Contractor shall not be permitted to increase its Contract price or otherwise pass any such increased disposal costs on to the **Borough of Donora, its residents, property owners, or other customers** during the Contract term, except where a price adjustment is expressly authorized by the Contract and permitted by applicable law.

Likewise, any increase in the Contractor's operating expenses during the Contract term, including, but not limited to, **fuel, labor, wages, payroll-related expenses, insurance, vehicle maintenance, repairs, equipment, tires, parts, supplies, licensing, permitting, transportation, administrative costs, overhead, or other business expenses, shall be borne solely by the Contractor.**

The Contractor shall have no right to seek additional compensation from the Borough or its residents as a result of increases in such operating expenses, and the Contractor shall be deemed to have included sufficient allowances within its bid price to account for reasonably anticipated increases in the cost of performing the Contract.

By submitting a bid, the Contractor acknowledges and agrees that it has evaluated the potential risks associated with disposal costs and operating expenses and has incorporated such risks into its proposed Contract price.

Except for any adjustment expressly provided for elsewhere in the Contract documents or required by applicable law, the Contract price shall remain firm for the duration of the Contract and any properly authorized extension periods.

14. **Collection Point and Seasonal Tree Removal** - The bidder is hereby advised that, for purposes of routine collection under this Contract, **all residential refuse and sanitation materials will be placed by residents at the designated curbside collection point or, where applicable, within the alley serving the residence.** The Contractor shall be responsible for collecting all properly placed materials in accordance with the collection schedules and requirements established by the Contract.

The Contractor shall provide collection service for **Christmas trees at no additional cost to the Borough of Donora or its residents.** Christmas trees shall be collected from residential properties following the Christmas holiday season through and including **January 31 of each Contract year.**

Christmas tree collection shall be included in the Contractor's annual Contract price and shall not result in any additional charge, fee, surcharge, or other cost to the Borough or to individual residents.

The Contractor shall properly collect, transport, and dispose of or process all Christmas trees collected under this provision in accordance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, ordinances, regulations, and environmental requirements.

Residents shall be responsible for placing Christmas trees at the same designated collection point used for their regular residential refuse collection. All decorations, lights, ornaments, stands, bags, and other non-tree materials shall be removed by the resident prior to placement for collection.

15. **Federal Labor and Equal Employment Opportunity Compliance** - The successful bidder and Contractor shall comply with all applicable provisions of the **Fair Labor Standards Act**, as amended, and all other applicable Federal, Commonwealth of Pennsylvania, and local laws and regulations governing wages, hours, employment practices, and labor standards.

The successful bidder and Contractor shall further comply with all applicable **Equal Employment Opportunity requirements**, including the requirements and prohibitions established under **Title VII of the Civil Rights Act of 1964, as amended**, and any other applicable Federal, Commonwealth, or local nondiscrimination laws and regulations.

The Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by applicable law and shall take such affirmative measures as may be required to ensure compliance with all applicable Equal Employment Opportunity requirements.

Upon request by the Borough of Donora, the successful bidder or Contractor shall promptly furnish **documentation or other satisfactory evidence of compliance** with applicable Federal labor and Equal Employment Opportunity laws and regulations. Such documentation may include, but shall not be limited to, applicable certifications, policies, records, or other evidence reasonably requested by the Borough.

Compliance with the requirements of this provision shall be a **continuing obligation throughout the entire term of the Contract**, including any properly authorized extension periods.

16. **Bidder's Responsibility to Review Applicable Laws and Ordinances** - Each bidder shall be responsible for fully familiarizing itself with all applicable legal, regulatory, and administrative requirements governing the services contemplated under this Contract.

Prior to submitting a proposal, each bidder shall carefully review and inform itself of all applicable provisions of the **Pennsylvania Borough Code**, the **Borough of Donora's Municipal Solid Waste Ordinance**, and any other applicable Borough ordinances, resolutions, rules, regulations, or requirements relating to the collection, transportation, handling, and disposal of municipal solid waste materials.

By submitting a proposal, each bidder acknowledges that it has had an opportunity to review and become familiar with the foregoing requirements and agrees that its proposed Contract price and scope of services include all costs necessary to comply with such requirements.

The successful bidder and Contractor shall remain responsible for maintaining compliance with all applicable Borough ordinances, amendments, regulations, and requirements throughout the entire term of the Contract, including any properly authorized extension periods.

Failure of a bidder to become familiar with or comply with any applicable law, ordinance, regulation, or Borough requirement shall not relieve the bidder or successful Contractor of its contractual obligations or provide a basis for additional compensation from the Borough.

17. **Monthly Tonnage Reporting Requirements / Waste Disposal Documentation** - The Contractor shall provide the Borough of Donora with a **written monthly report**, prepared on the Contractor's official company letterhead, documenting the total tonnage of residential municipal solid waste collected within the Borough and transported to an authorized landfill, transfer station, or other approved disposal facility during the preceding month.

Each monthly report shall include, at a minimum, the following information:

- The total tonnage of residential municipal solid waste collected and transported for disposal;
- The date(s) for delivery;
- The name and location of the disposal or transfer facility;
- Applicable weight information; and
- Any other documentation reasonably requested by the Borough to verify the reported tonnage.

The Contractor shall maintain and retain **original or electronically verifiable copies of all weight tickets, scale receipts, disposal records, and related documentation** supporting the reported tonnage. Such records shall be made available to the Borough upon request for purposes of verification, auditing, or Contract administration.

All records required under this provision shall be maintained for the duration of the Contract and for such additional period as may be required by applicable law or the Contract documents. The Borough of Donora shall have the right, upon reasonable request, to inspect and review such records for purposes of verifying the Contractor's compliance with the reporting requirements of this Contract.

Failure to provide the required reports or supporting documentation may constitute a **failure to comply with the Contract** and may subject the Contractor to any remedies available to the Borough under the Contract and applicable law.

18. **Local Telephone and Email Contact** - The Contractor shall, at its sole cost and expense, establish and maintain throughout the entire term of the Contract a **dedicated customer service telephone number** for the purpose of receiving and responding to reports, complaints, service requests, and inquiries relating to refuse and sanitation collection services provided within the Borough of Donora.

For purposes of this Contract, the required telephone number shall be either:

1. A **local telephone number that may be called without charge from within the Borough of Donora**; or
2. A **toll-free telephone number** that may be called without charge by Borough residents.

The telephone number shall be appropriately published and readily accessible to Borough residents, including through the Contractor's official listings and all customer service information distributed to residents.

The Contractor shall ensure that the telephone line is **actively staffed and monitored during normal daylight business hours on regular collection days and other business days**, at a minimum, for the purpose of receiving reports of missed collections, improperly collected materials, damaged containers, complaints, and other matters relating to the services required under this Contract.

The Contractor shall also establish and maintain a **dedicated customer service email address** for the Borough and its residents. The email account shall be actively monitored during normal daylight business hours, and the Contractor shall respond to service-related inquiries and complaints in a timely manner.

The Contractor shall provide the Borough Administrator with the telephone number and email address prior to the commencement of services and shall immediately notify the Borough in writing of any change to the designated contact information.

The Contractor shall maintain sufficient personnel and administrative resources to ensure that customer inquiries, missed collection reports, and service complaints are **promptly received, documented, investigated, and resolved**.

All costs associated with establishing, maintaining, staffing, and operating the required telephone and email customer service systems shall be borne solely by the Contractor and shall be **included in the Contractor's bid price, with no additional cost to the Borough or its residents**.

19. **Scope of Collection and Container Handling** - The Contractor shall be responsible for the collection, transportation, and lawful disposal of all refuse and other materials expressly identified as subject to collection under this Contract, regardless of the number of authorized refuse containers placed for collection at any individual residential or non-residential property, subject to all applicable limitations and requirements contained within the Contract documents.

The Contractor shall exercise **reasonable care and diligence in the handling of all refuse containers** permanently assigned to or routinely used by residential and non-residential customers. The Contractor shall take reasonable precautions to prevent unnecessary damage to containers, private property, structures, vehicles, landscaping, and other property while performing collection services.

The Contractor's collection obligations shall be limited to **eligible refuse generated, accumulated, or otherwise originating from a residential or non-residential property located within the corporate limits of the Borough of Donora**, and which is properly placed for collection in accordance with the requirements of this Contract and applicable Borough ordinances.

Unless expressly authorized by the Borough, the Contractor **shall have no obligation to collect refuse, waste, debris, or other materials that were generated or originated outside the corporate limits of the Borough of Donora**, regardless of where such materials are subsequently placed for collection.

The Contractor shall not knowingly collect or transport materials that are not authorized for collection under this Contract, including materials prohibited by applicable law, Borough ordinance, or the specifications contained herein.

The Contractor shall be responsible for identifying and reporting any apparent unauthorized disposal or placement of non-eligible waste to the Borough Administrator and shall cooperate with the Borough in addressing such violations.

All collection, transportation, handling, and disposal services required under this provision shall be performed in accordance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, regulations, ordinances, and requirements.

20. **Insurance, Liability, and Workers' Compensation** - The Contractor shall, throughout the entire term of the Contract and any properly authorized extension thereof, maintain all collection vehicles, trucks, machinery, containers, and other equipment used in the performance of the Contract in **good, safe, sanitary, and proper working condition** and in compliance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, regulations, ordinances, and safety requirements.

Prior to commencing any services under the Contract, and throughout the Contract term, the Contractor shall obtain and maintain, at its sole cost and expense, all insurance coverage required by applicable law and the Contract documents. Such insurance shall be maintained with insurance companies authorized to conduct business within the Commonwealth of Pennsylvania and shall provide coverage sufficient to protect the Contractor and the Borough of Donora from claims, liabilities, damages, losses, and expenses arising from or relating to the Contractor's operations.

At a minimum, the Contractor shall maintain **Commercial General Liability Insurance** with limits of not less than:

- **\$1,000,000.00 per occurrence for bodily injury; and**
- **\$1,000,000.00 per occurrence for property damage.**

The Borough of Donora reserves the right to require additional insurance coverage or higher limits when deemed necessary and permitted by applicable law or the Contract documents. Prior to the commencement of work, the Contractor shall furnish to the **Borough Administrator** a valid **Certificate of Insurance** evidencing all required coverage and limits. The Contractor shall provide updated certificates upon renewal, replacement, or modification of any required insurance policy and upon reasonable request by the Borough.

The Contractor shall also maintain **Workers' Compensation Insurance** covering all employees engaged in the performance of services under this Contract, in accordance with the requirements of the Commonwealth of Pennsylvania and all applicable laws. Evidence of such coverage shall be provided to the Borough prior to the commencement of services.

The Contractor shall be solely responsible for maintaining all required insurance coverage throughout the Contract term. **Failure to maintain the required insurance shall constitute a material breach of the Contract** and may result in suspension of services, termination of the Contract, or such other remedies as may be available to the Borough under the Contract and applicable law.

Nothing contained herein shall relieve the Contractor of any liability or responsibility imposed by law, nor shall the required insurance limits be construed as limiting the Contractor's liability for claims arising from its operations.

21. **Resident Responsibilities and Collection Requirements** - The Borough of Donora shall establish, by ordinance, regulation, resolution, or other lawful action, such terms and conditions as the Borough determines necessary to govern the use of and participation in the refuse collection services provided under this Contract by the owners and occupants of premises subject to the Contract.

Without limiting the Borough's authority to establish additional requirements, the following minimum requirements shall apply to residential customers:

A. Refuse Containers - Each residential property shall utilize **covered refuse containers with a capacity of approximately twenty (20) gallons**, or properly secured plastic refuse bags, for the storage and presentation of household refuse for collection. Containers shall be maintained in a reasonably sanitary and serviceable condition and shall be suitable for safe handling by the Contractor.

B. Placement of Refuse for Collection - All refuse intended for collection on a scheduled collection day shall be **properly placed at the designated curbside collection point or, where applicable, within the alley serving the residence**, prior to the Contractor's scheduled arrival.

Residents shall be responsible for ensuring that refuse is properly contained, securely prepared, and accessible to the Contractor in accordance with Borough ordinances, regulations, and the requirements of this Contract.

C. Collection Hours - Residential refuse collection services **shall not commence prior to 5:00 AM, prevailing local time, on any day.**

The Contractor shall schedule and conduct its collection operations in a manner consistent with this requirement and all applicable Borough ordinances, regulations, and noise-control requirements.

The Borough reserves the right to establish, amend, or supplement additional requirements governing the preparation, placement, storage, and collection of residential refuse and sanitation materials, provided such requirements are established in accordance with applicable law.

The Contractor shall comply with all such duly enacted or adopted Borough ordinances, regulations, resolutions, and requirements applicable to the performance of services under this Contract.

22. **Definitions Applicable to the Contract** - For purposes of this Contract, the following terms and definitions shall apply. These definitions govern the interpretation and application of the Bid Proposal, Specifications, Instructions to Bidders, and Contract documents unless a different definition is expressly provided elsewhere:

A. Residence

“Residence” shall mean any dwelling unit or residential premises regularly occupied or intended to be occupied by persons as their primary or customary dwelling place. The term **“Residence”** shall include, but shall not be limited to:

- Single-family homes and dwelling units;
- Duplexes and other two-family residential structures;
- Apartment buildings and multi-family residential properties;
- Senior citizen apartment buildings or residential developments;
- Government-operated or publicly assisted residential housing projects; and
- **Churches and houses of worship**, which shall be classified as Residences for purposes of this Contract, notwithstanding their use for religious or assembly purposes.

B. Non-Residence

“Non-Residence” shall mean any premises, establishment, facility, or property occupied, used, or operated for purposes other than those defined as a Residence under this Contract.

The term **“Non-Residence”** shall include, but shall not be limited to, premises used for:

- Business activities;
- Professional services;
- Commercial activities;
- Manufacturing or industrial operations;
- Institutional purposes;
- Retail or service establishments;
- Offices;
- Governmental or public facilities, except where otherwise expressly classified under this Contract; and
- Any other establishment, facility, or premises from which refuse, sanitation materials, or other materials subject to collection under this Contract may originate.

For purposes of this Contract, **churches and houses of worship shall be classified as Residences**, regardless of their otherwise institutional or assembly-related use.

The classification of any particular property or establishment as a **Residence or Non-Residence** shall be determined in accordance with these definitions and any applicable Borough ordinance, regulation, resolution, or other lawful requirement.

In the event of a question regarding the classification of a particular premises, **the Borough Council of the Borough of Donora shall have the authority to determine the applicable classification**, subject to applicable law and the provisions of this Contract.

23. **Exclusive Residential Municipal Collection Services** - The Contractor, upon award and execution of this Contract, shall serve as the **Borough of Donora's designated Residential Municipal Refuse Collector and Licensed Waste Hauler** for the duration of the Contract term.

Subject to the terms, conditions, and requirements set forth herein, the Contractor shall be granted the **exclusive right and responsibility to provide weekly residential refuse collection and removal services** for all residential properties located within the corporate limits of the Borough of Donora.

During the Contract term, no other refuse collector or waste hauler shall be permitted to provide routine residential refuse collection services within the Borough for properties subject to this Contract, except as expressly authorized by the Borough or otherwise provided herein. The Contractor's exclusive collection responsibilities shall apply to all **residential properties receiving municipal refuse collection services** under this Contract and shall include the collection, transportation, and lawful disposal of refuse in accordance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, ordinances, regulations, permits, and licensing requirements.

Exclusion: The exclusive rights granted under this section shall **not** apply to separately arranged, pre-scheduled residential dumpster or roll-off container services purchased or contracted for directly by individual property owners. Such dumpster and roll-off services are expressly excluded from the scope of this Contract and shall not be considered part of the Contractor's exclusive residential collection rights established herein.

Nothing contained in this provision shall be construed to restrict the Borough from exercising any rights or authority reserved to it under applicable law or Borough ordinance.

24. **Collection Rates and Fees** - The rates and fees applicable to the collection and removal of refuse under this Contract shall be established and administered as follows:

A. Residential Rates - Rates applicable to residential properties shall be established, amended, and adjusted from time to time by the **Borough Council of the Borough of Donora** through ordinance, resolution, regulation, or other lawful action of the Borough.

All residential refuse collection fees and charges established by the Borough shall be **billed and collected directly by the Borough of Donora**. The Contractor shall have no authority to establish, modify, waive, or independently collect residential rates unless expressly authorized in writing by the Borough.

B. Non-Residential Rates - The Contractor shall be responsible for establishing the rates charged for refuse collection and removal services provided to **non-residential customers**, including commercial, institutional, and industrial establishments, subject to all applicable laws, ordinances, regulations, and requirements.

The Contractor shall establish and maintain a **fair, uniform, and equitable schedule of rates** for non-residential customers receiving services under this Contract. Rates shall be applied consistently to customers receiving substantially similar services and shall not be established or administered in a discriminatory or arbitrary manner.

All non-residential refuse collection charges shall be **billed and collected directly by the Contractor**. The Borough shall have no responsibility for billing, collection, enforcement, or payment of non-residential customer accounts unless otherwise expressly provided in the Contract.

C. Notice of Non-Residential Rate Increases - The Contractor shall provide each affected non-residential customer with **at least sixty (60) calendar days' prior written notice** of any proposed increase in the rates or fees charged for refuse collection services.

The written notice shall clearly identify the existing rate, the proposed new rate, the effective date for the increase, and any other information reasonably necessary for the customer to understand the proposed change.

A copy of each notice of a proposed non-residential rate increase shall be provided to the **Borough Administrator** at or before the time such notice is provided to the affected customer.

No rate increase shall become effective until the required sixty (60) day notice period has expired, and all other applicable requirements have been satisfied.

The Contractor shall maintain complete and accurate records of all non-residential rates charged, customer notifications, and rate adjustments and shall make such records available to the Borough upon reasonable request.

The provisions of this section shall be read in conjunction with Item 27 and any other applicable provisions of the Bid Proposal and Contract documents.

25. **Resolution of Rate Disputes** - Any dispute, disagreement, or controversy concerning the rates or charges assessed by the Contractor to a **non-residential customer** for refuse collection or related services provided under this Contract shall first be addressed by the Contractor and the affected customer to reach an amicable resolution.

If the dispute cannot be resolved between the Contractor and the non-residential customer, either party may submit the matter to the **Borough Council of the Borough of Donora** for review and consideration.

Upon submission of the dispute, the Borough Council may review the applicable rate schedule, the services provided, the circumstances giving rise to the dispute, and any supporting documentation submitted by the Contractor or the affected customer.

To the extent permitted by applicable law, the determination of the Borough Council concerning the interpretation and application of the rate provisions established under this Contract shall be **final and binding upon the Contractor and the affected non-residential customer**.

Nothing in this provision shall be construed to limit any rights or remedies available to either party under applicable Federal or Commonwealth of Pennsylvania law.

26. **Municipal Facilities and Borough-Owned Property Services / Complimentary Refuse, and Dumpster Services** - The Contractor shall provide, **at no additional cost or charge to the Borough of Donora**, refuse collection, and dumpster services for designated Borough-owned facilities and properties.

At a minimum, the Contractor shall provide such services at the following locations:

1. **Donora Municipal Garage;**
2. **Donora Borough Parking Lot(s); and**
3. **Borough-designated locations for the collection of street sweeper debris.**

The Contractor shall provide collection and servicing of the applicable refuse, dumpsters, and street sweeper debris at **least twice (2) per week at each designated location**, unless otherwise directed by the Borough.

The Contractor shall provide all necessary labor, vehicles, equipment, dumpsters, containers, transportation, collection, disposal services required to fulfill this provision. All associated costs shall be **included in the Contractor's submitted bid price**, and the Contractor shall not assess any additional fee, surcharge, rental charge, tipping fee, fuel surcharge, or other cost to the Borough for these services.

The Borough reserves the right to designate or modify the specific collection points within the identified Borough properties upon reasonable notice to the Contractor. Any such designation or modification shall not result in additional compensation to the Contractor unless expressly authorized by the Borough in writing.

All materials collected pursuant to this provision shall be handled, transported, and/or disposed of in accordance with all applicable Federal, Commonwealth of Pennsylvania, and local laws, regulations, ordinances, and environmental requirements.

27. **Dumpster and Roll-Off Container Specifications / 30-Yard Dumpster / Roll-Off Container** - Any dumpster or roll-off container provided under this Contract shall have a minimum capacity of **thirty (30) cubic yards** and shall be of a size and configuration substantially comparable to the following specifications:

- **Capacity:** 30 cubic yards
- **Height:** Approximately 5 feet
- **Width:** Approximately 8 feet
- **Length:** Approximately 22 feet
- **Maximum Rated Capacity:** Four (4) tons, or comparable capacity as approved by the Borough

The Contractor may provide a dumpster or roll-off container of comparable specifications and capacity, provided that such container is suitable for the intended use and is **approved by the Borough of Donora**.

All dumpsters and roll-off containers furnished under this Contract shall be maintained in a clean, sanitary, safe, and serviceable condition and shall comply with all applicable Federal, Commonwealth of Pennsylvania, and local laws, regulations, ordinances, and safety requirements.

The Contractor shall be responsible for ensuring that all containers provided under this Contract are suitable for the materials to be collected and are serviced, transported, and disposed of in accordance with the requirements of the Contract.

28. **Bulky Item Collection Services** - In lieu of providing a designated **Spring Clean-Up Week** during each year of the Contract, the Contractor shall provide ongoing collection and disposal services for bulky household refuse that is not ordinarily collected as part of the regularly scheduled weekly residential refuse collection service.

The Contractor shall collect and lawfully dispose of eligible bulky household refuse **at no additional cost or charge to the Borough of Donora or to residential customers**. Such collection shall be provided throughout the entire term of the Contract and any properly authorized extension periods.

Eligible bulky household refuse shall include, but shall not be limited to, the following:

- Furniture of any type, including tables, chairs, couches, sofas, beds, mattresses, box springs, cabinets, dressers, and similar household furnishings;
- Appliances of any type, including washing machines, clothes dryers, refrigerators, stoves, ranges, freezers, dishwashers, and similar household appliances; and
- Other household goods, furnishings, or materials that the **Borough Council of the Borough of Donora** determines to be appropriate for collection as bulky household refuse.

The Contractor shall collect eligible bulky items in accordance with procedures and collection requirements established by the Borough. The Contractor shall provide all labor, equipment, transportation, handling, and disposal necessary to perform the required bulky item collection services, and all associated costs shall be included in the Contractor's bid price.

Whole-House Cleanouts, estate cleanouts, construction or renovation debris, demolition materials, and other unusually large quantities of refuse shall not be included within the Contractor's obligation to provide complimentary bulky item collection under this Contract. -

The Contractor shall have no obligation to collect or dispose of an entire household's accumulated refuse or other materials resulting from a whole-house cleanout.

The Contractor may, at its sole discretion, negotiate directly with a residential customer to provide whole-house cleanout services for an additional fee. Any such arrangement shall be solely between the Contractor and the customer, and the Borough shall have no responsibility or liability for the terms, pricing, performance, or payment associated with such services.

Nothing in this provision shall require the Contractor to accept or perform a whole-house cleanout service.

The Contractor shall not charge a residential customer for the collection of individual eligible bulky items that are properly presented for collection pursuant to this provision, provided that such items do not constitute a whole-house cleanout or another category of material expressly excluded under the Contract.

29. **Quarterly Electronic Waste Collection Services** - The Borough of Donora shall provide for the **proper collection, removal, transportation, and lawful disposal or recycling of eligible electronic waste (e-waste)** generated by residential and non-residential/commercial customers located within the corporate limits of the Borough.

Electronic waste collection services shall be provided **at least once during each calendar quarter**, meaning no less frequently than once every three (3) months, throughout the initial three-year Contract term commencing **January 1, 2027, and ending December 31, 2029.**

The Borough shall establish the schedule, collection procedures, and designated collection locations or methods for the quarterly electronic waste collection program. The Contractor shall cooperate with the Borough and provide any reasonable assistance necessary to facilitate the collection and proper handling of eligible electronic waste in accordance with the requirements of the Contract and all applicable Federal, Commonwealth of Pennsylvania, and local laws, regulations, and environmental requirements.

All electronic waste collected pursuant to this provision shall be transported and processed, recycled, or disposed of only through **properly licensed, permitted, and authorized facilities or service providers** in accordance with applicable environmental laws and regulations.

The Borough reserves the right to modify the quarterly collection schedule, collection procedures, or designated collection locations upon reasonable notice, provided that the Borough continues to provide electronic waste collection services at least once during each three-month period as required by this provision.

The Contractor shall have no responsibility for electronic waste collection services beyond those specifically identified in the Contract unless otherwise agreed to in writing by the Borough and the Contractor.

30. **Inadequate Collection Services / Failure to Provide Required Service** - Should the successful Contractor fail to provide **timely, adequate, and reasonably reliable refuse or sanitation collection services** to any customer subject to the collection provisions of this Contract, the affected customer may submit a written complaint to the **Borough Council of the Borough of Donora** detailing the alleged service deficiencies.

The affected customer shall provide reasonable documentation or other evidence demonstrating the Contractor's failure to provide the collection services required under the Contract. Upon receipt of such complaint, the Borough Council may review the circumstances, including any information provided by the customer and the Contractor, and may provide the Contractor with an opportunity to respond and, where appropriate, correct the deficiency.

If, after review, the Borough Council determines that the Contractor has **materially failed to provide timely and adequate collection services** and has not satisfactorily corrected the deficiency within a reasonable period established by the Borough, the Borough Council may, in its discretion, authorize the affected customer to obtain refuse and/or sanitation collection services from an alternative qualified provider.

Upon such authorization, the affected customer shall be **released from the collection requirements applicable to the Contractor under this Contract for the specific services and location identified by the Borough Council**.

The Contractor shall have no right to prevent, interfere with, or seek payment from the affected customer for utilizing an alternative collection provider pursuant to an authorization granted by the Borough Council under this provision. The Contractor shall likewise have no claim against the Borough for loss of revenue resulting solely from the Borough Council's authorized release of the affected customer from the exclusive collection provisions.

Nothing in this provision shall limit the Borough's right to pursue any other remedy available under the Contract or applicable law for the Contractor's failure to provide the services required under the Contract.

FOR PROPOSAL B

31. **Billing, Collection, and Enforcement Responsibilities** - The Responsible Bidder awarded the Sanitation Collection Contract shall be solely responsible, at its own expense, for all administrative functions associated with the billing and collection of sanitation service fees for the duration of the Contract. Such responsibilities shall include, but shall not be limited to, preparing and distributing all customer mailings, invoices, bills, notices, statements, delinquency notices, and other correspondence necessary to administer the sanitation billing and collection process.

The Responsible Bidder shall establish and maintain accurate and current billing records for all properties receiving sanitation services within the Borough. The Responsible Bidder shall be responsible for the timely collection and accounting of all payments due for sanitation services and shall maintain appropriate records of all amounts billed, payments received, outstanding balances, and delinquent accounts.

The Responsible Bidder shall maintain a current **Delinquent Account List** identifying all residences or properties that have failed to remit payment when due. The list shall be updated regularly and shall be made available to the Borough upon request. The Responsible Bidder **shall provide the Borough with quarterly reports (prior to April 15th, July 15th, October 15th, January 15th)** identifying delinquent accounts, including the property address, outstanding amount, dates of delinquency, and collection efforts undertaken.

In the event that a property owner or other responsible party fails to remit payment for sanitation services as required under the Contract, the Responsible Bidder shall be responsible for pursuing all lawful collection and enforcement remedies available to it, including, where appropriate, the initiation and prosecution of civil proceedings against the property owner or other legally responsible party for non-payment or non-compliance. All such collection and enforcement activities shall be conducted in accordance with applicable Federal, Commonwealth of Pennsylvania, and local laws, ordinances, regulations, and court procedures.

The Responsible Bidder shall bear all ordinary administrative costs associated with billing, mailing, invoicing, collection, delinquency tracking, and enforcement activities unless otherwise expressly provided for in this Contract. Nothing contained herein shall be construed to require the Responsible Bidder to undertake any action that is prohibited by law or that may only legally be undertaken by the Borough or another governmental authority.

Failure of the Responsible Bidder to properly administer billing and collection activities, maintain accurate delinquency records, or make reasonable and timely efforts to collect amounts due, may constitute a breach of the Contract and may subject the Responsible Bidder to remedies available to the Borough under the Contract and applicable law.

32. **Estimated Residential Units and Historical Information** - For purposes of preparing and submitting a proposal, the Borough of Donora is providing the following **approximate estimates of the number of residential units and historical waste and sanitation tonnage** anticipated to be subject to the services contemplated under this Contract.

The quantities provided herein are estimates only and are furnished solely to assist bidders in developing and calculating their proposed Contract prices. **The Borough does not warrant, guarantee, or represent that the estimated number of residential units or tonnage will remain constant throughout the Contract term.**

Each bidder shall independently evaluate the information provided and shall take into consideration potential changes in the number of residential units, service locations, waste generation, sanitation volumes, and other factors that may affect the cost of performing the Contract.

A. Estimated Residential Service Units

Classification	Estimated Units	Description
Single-Dwelling Units	1,965	Single-family residential properties
Multiple-Dwelling Units	453	Duplexes, apartment buildings, senior citizen apartment buildings, and public housing projects
Estimated Total Residential Units*	2,418	Total estimated residential service units

*The estimated total number of residential units is provided for bidding purposes only and shall not constitute a guaranteed minimum number of customers or service locations.

B. Estimated Annual Tonnage

The following tonnage information is provided as historical/reference information for bidders:

Material	2026 Estimated Annual Tonnage
Municipal Solid Waste / Refuse	5,100 Tons per Year

The tonnage figures provided above are intended solely as historical and/or estimated information and shall not be construed as a guarantee of future quantities. Actual tonnage may vary throughout the Contract term due to changes in population, customer behavior, waste generation, collection practices, economic conditions, or other circumstances.

C. No Guaranteed Minimum Quantity

The Borough of Donora shall **not be responsible for any additional costs, expenses, or compensation claimed by the Contractor because of an increase in the number of residential units, service locations, refuse volumes, sanitation materials, or tonnage above the estimates provided herein.**

Conversely, a decrease in the number of residential units, service locations, refuse volumes, or sanitation materials shall not, by itself, entitle the Contractor to a reduction in the Contract price.

The Contractor shall be deemed to have considered reasonable fluctuations in service quantities when preparing its proposal and shall include within its bid price all costs necessary to perform the Contract notwithstanding variations from the estimates provided by the Borough.

D. Existing Contract Information

For informational and historical purposes only, the Borough's current refuse and sanitation collection agreement, which expires **December 31, 2026**, was awarded at an annual Contract price of **\$362,252.50 for the 2025 and 2026 Contract years.**

****This historical Contract price is provided solely as reference information for prospective bidders and **shall not constitute a minimum, maximum, guaranteed, or target Contract price for this solicitation.** Each bidder shall independently determine its proposed pricing based upon the requirements, specifications, conditions, and obligations contained within the current bid documents.****

33. **Bidder Responsibility for Identification of Non-Residential Customers** - For purposes of this Contract and the preparation of bids, the **Borough of Donora will not furnish prospective bidders with a list, customer roster, account information, or other identifying information concerning non-residential customers** located within the Borough.

Each bidder shall be solely responsible for independently identifying and determining the number, type, location, and service requirements of all **non-residential customers** that may be eligible for or require refuse and/or sanitation collection services under this Contract.

Bidders are responsible for conducting any reasonable investigation, review, or field survey they deem necessary to obtain sufficient information concerning non-residential establishments within the Borough for purposes of preparing a complete and accurate proposal.

The Borough shall not be responsible for any additional costs, expenses, or claims arising from a bidder's failure to identify, locate, or adequately account for non-residential customers when preparing its proposal.

For purposes of interpreting the Bid Proposal and Instructions to Bidders, the following definitions shall apply:

*** RESIDENTIAL:** As the term is used in **Items 22(a) and 24(a) of the Instructions to Bidders**, “Residential” shall have the meaning and application provided therein.

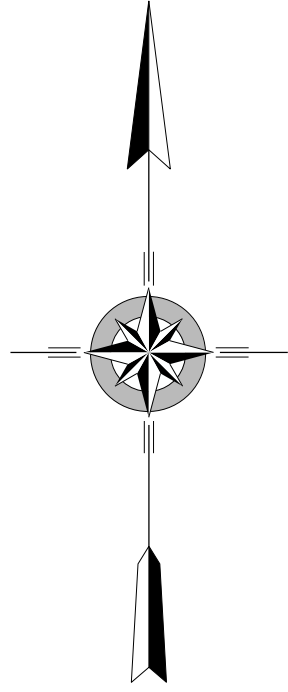
**** NON-RESIDENTIAL:** As the term is used in **Items 22(b) and 24(b) of the Instructions to Bidders**, “Non-Residential” shall have the meaning and application provided therein.

Each bidder shall review the applicable definitions and related provisions contained within the **Instructions to Bidders** and shall ensure that its proposal is prepared in accordance with those requirements.

A Borough of Donora PennDOT map has been added as an attachment to this Bid Packet for the Bidder’s reference.

LEGEND

- LIMITED ACCESS HIGHWAY
- 0944 STATE ROUTE AND NUMBER
- 2019 STATE MAINTAINED BRIDGE ON BOROUGH STREET
- 0.04 .07 BOROUGH STREET NAME AND SEGMENT LENGTH IN MILES
- TURNBACK BOROUGH STREET
- BOROUGH ALLEY
- OTHER ROAD
- RAILROAD
- STATE BOUNDARY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- CITY BOUNDARY
- BOROUGH BOUNDARY
- MUNICIPAL BUILDING
- 70 2 SPLIT MILEAGE BETWEEN MUNICIPALITIES
- SCHOOL, COLLEGE OR UNIVERSITY
- POINT OF INTEREST



POPULATION 4,781
(2010 Census)

TOTAL MILES	
Borough Road System	27.71
State Highway System	6.53
Total	34.24

ALLEN AV
BANK ST
BEECH AV
BERTHA AV
BETTY AV
BOOK DR
BRADFORD DR
BROKAW AV
CARROLL AV
CASTNER AV
CEDAR DR
CEMETERY RD
CHARLES AV
CHERRY WAY
CHESTNUT ST
CYPRESS AL
DAKOTA AL
DELSANDRO DR
EIGHTH ST
ELEVENTH ST
ELLA ST
FAIRVIEW AV
FAYETTE AV
FEDERAL DR
FIFTEENTH ST
FIFTH AV
FIRST ST
FOURTEENTH ST
FOURTH AV
FOURTH ST
FRANKLIN AV
FREDERICK ST
GALIFFA DR
GALLISTON DR
GILMORE AV
GRANDVIEW AV
GRANT ST
HELEN AV
HESLEP AV
HICKORY DR
HIGHLAND AV
HILL AV
HILL ST
HOLLY DR
IDA AV
KENNETH ST
KENNIC AV
KOEHLER AV
LAWRENCE DR
LIBERTY AV
LINCOLN AV
LINDEN AL
LOCUST ST
LUCRETIA ST
MAHOGANY DR
MANOR RD
MARLEDA AV
MARKET ST
MCCKEA AV
MCKEAN AV
MEADE ST
MELDON AV
MELDON AV
MODISSETTE AV
MULBERRY DR
MURRAY AV
NINTH ST
NORMAN ST
ORCHARD AV
OHIO ST
PARK DR
PARK RD
PEAR DR
PINE AL
PINE DR
PINE ST
PROSPECT AV
RABE ST
ROD AL
SAINT MARYS DR
SAINT NICHOLAS DR
SCOTT ST
SECOND AV
SEVENTH ST
SHORT AV
SHORT ST
SHORT CHESTNUT ST
SIXTH ST
SPRAGG ST
SPRUCE ST
STRAWBERRY DR
STCAMORE DR
TAYLOR DR
TEEPLE AV
TENTH ST
THIRD AV
THIRD ST
THIRTEENTH ST
THOMPSON AV
TWELFTH ST
VAN AV
VANFELT ST
WADDELL AV
WALNUT DR
WALNUT ST
WASHINGTON DR
WASHINGTON ST
WATKINS AV
WEAVER AV
WEIS AV
WIRE DR
WOLF DR
WOOD ST



DONORA BOROUGH

WASHINGTON COUNTY

PREPARED BY THE
PENNSYLVANIA DEPARTMENT OF TRANSPORTATION
BUREAU OF PLANNING AND RESEARCH
GEOGRAPHIC INFORMATION DIVISION

IN COOPERATION WITH THE
U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION
AND
MUNICIPAL SERVICES DISTRICT 12-0

MUNICIPAL CODE 62 413

REVISED PER FORM 990 DATED 9-22-15

SCALE

