

CITY OF SHARON

Request for Bids

Residential Garbage, Yard
and Recycling Collection,
Disposal and Processing

For the Service Period
September 1, 2026 – August 31, 2031

CITY OF SHARON
Residential Garbage, Yard and Recycling Collection, Disposal and Processing

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CITY OF SHARON
Residential Garbage, Yard and Recycling Collection, Disposal and Processing

IMPORTANT INFORMATION TO BIDDERS

**Bidders should read the following instructions and follow them closely.
Failure to do so may result in a Bid's disqualification.**

A Bidder who submits a Bid does so without recourse against the City, its staff or contractors for either rejection by the City or failure to execute an agreement with such Bidder.

The City reserves all rights in accordance with the requirement of the laws of the Commonwealth of Pennsylvania and the City Code, without qualification, including but not limited to the following:

Select any Bid	Reject all Bids received.
Waive any formality, technicality, or irregularity in Bids received	Obtain clarification from Bidders concerning Bids
Reject any Bids, which are not legible, not complete or contain irregularities	

In order for a submission to be considered eligible, bidders must complete the following:

1. The Bid must be properly completed (in ink or typewriter);
2. The Bid must be signed by an authorized contracting agent of your company;
3. The Bid must provide rates for WEEKLY COLLECTION OF REFUSE, and RECYCLABLES, and collection of YARD WASTE four (4) times per year;
4. The bid documents provide for the original bid that includes the option for customers to pay for carts, along with the ability to purchase tags for any excess waste. The option includes bulk trash services two (2) days per year. The documents also include an alternate bid that would require all customers to obtain garbage carts and provide residents with unlimited service during each weekly collection, thus eliminating the necessity for bulk trash days. Upon review of the bids, the Sharon City Council in its sole discretion will choose to award either Bid #1 or Bid #2 to the lowest responsible bidder. In the event Bid #2 is selected, all references to excess waste bags and tags shall be deemed deleted from the specifications. Both alternatives will require yard waste on four (4) collection dates throughout the year at no additional cost.
5. **The Bid shall be filed with the City of Sharon, 155 West Connelly Blvd, PA 16146 no later than 1:30 PM on May 4, 2026. Bids shall be opened immediately hereafter.**

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

IMPORTANT INFORMATION TO BIDDERS (CONTINUED)

The Bid must contain ALL of the required paperwork, which is organized in the required order. Refer to the checklist that follows to assist you in your submission

<p>Required Format of Bid: Bids must be organized and submitted intact with all of the information in the following order:</p>
<p>1. Sealed envelope with the Bidder’s name and address in the upper left hand corner and marked “Sealed Bid for Residential Garbage, Recycling, and Yard Waste” in the lower left-hand corner containing one original and 3 copies of the Bid with the original signed in BLUE ink. The original bid and 3 copies must contain all bid documents and attachments and be all in the same sealed envelope.</p>
<p>2. Bid Cover Sheet signed/sealed by the authorized contractor/bidder</p>
<p>3. Bid Bond in the amount of \$25,000</p>
<p>4. Non-Collusion Affidavit Of Contractor</p>
<p>5. Power of Attorney (if necessary)</p>
<p>6. Bid Forms 1-6</p>
<p>7. Bid Sheets of Rates, and Services WEEKLY COLLECTION OF REFUSE & RECYCLABLES</p>

Invitation to Bid

The City of Sharon invites sealed Bids for garbage collection and disposal, and collection of recyclables and yard waste for delivery to permitted and/or approved recycling and/or yard waste composting facilities from all single-family and Multifamily dwellings of four units or less as well as multifamily dwellings of more than four units that are separately owned. The City estimates approximately 5000 total units to be served. The proposed scope of work is described in detail within this Request for Bids.

Pre-Bid Conference

A Pre-Bid conference will be held at The City of Sharon Municipal Building, 155 West Connelly Blvd, Sharon, PA 16146 on Monday, April 20, 2026 at 1:30 PM. The meeting is not mandatory but highly encouraged.

Point of Contact for Bid

All questions should be emailed to Jason Tomko, Finance Director, City of Sharon, Phone 724-983-1164, or EMAIL: jtomko@cityofsharon.net. The deadline for requesting information and clarification is **Friday, April 17, 2026 at 4:00 PM**

Only questions received via email will be answered at the Conference and a written summary will be sent to all Bidders attending the Conference. Additional questions will be taken under advisement and answered in the summary of the meeting. The summary will be considered an official addendum to the Bid documents. Questions submitted in writing before and after the pre-bid meeting will be answered in writing and considered an official addendum to the bid documents.

Determination of the Low Bidder

Consideration for award of the Contract for the Weekly Collection of Refuse and Recyclables will be based on the COMBINED TOTAL MONTHLY COST OF ALL SERVICES. Estimated units have been provided on the Bid Sheet for Rates and Services solely for calculation purposes of the bid and are not intended to represent actual service requirements. The Sharon City Council will select the bid alternative to be awarded from which the low bidder will be determined.

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IMPORTANT INFORMATION TO BIDDERS (CONTINUED)

That cost will be calculated as follows. Unit Cost x Number of Units = Total Cost Per Month

Add the Total Cost Per Month for:

- * Base Collection September 2026-August 2027+
- * Base Collection September 2027-August 2028+
- * Base Collection September 2028-August 2029+
- * Base Collection September 2029-August 2030+
- * Base Collection September 2030-August 2031 +
- * Backyard Service+
- * Variable Rate 35 gallon cart September 2026-August 2027+
- * Variable Rate 95 gallon cart September 2026-August 2027+
- * Variable Rate 35 gallon cart September 2027-August 2028+
- * Variable Rate 95 gallon cart September 2027-August 2028+
- * Variable Rate 35 gallon cart September 2028-August 2029+
- * Variable Rate 95 gallon cart September 2028-August 2029+
- * Variable Rate 35 gallon cart September 2029-August 2030+
- * Variable Rate 95 gallon cart September 2029-August 2030+
- * Variable Rate 35 gallon cart September 2030-August 2031+
- * Variable Rate 95 gallon cart September 2031-August 2031+
- * Tag Rate+ (inapplicable to bid #2)
- * Bulk Item+
- * White Goods+
- * Volume Pick-ups+

_____ = TOTAL COMBINED MONTHLY COST

Bid Cover Sheet

Bid for Residential Garbage and Recycling

Due: 1:30 PM May 4, 2026

Opening: 1:30 PM May 4, 2026

Estimated Award Date: May 13, 2026

Bid Bond: \$25,000 REQUIRED

Performance Bond: \$500,000 REQUIRED

This Bid reflects our best estimates, and/or actual costs as of this date and conforms to the requirements provided in the City bid package. By submitting this bid, the bidder grants the City the right to examine, as the basis for pricing, that will permit an adequate evaluation of the proposed price, books, records, documents, and other types of factual information, if specifically referenced or included in the bid. The City shall have the right to make such investigations as deemed necessary to determine the ability of the bidder to perform the services required. Upon request by the City, the Bidder shall furnish and certify all such supporting data and information that the City may request to demonstrate the Bidder's qualifications.

This response is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. This bid is not submitted in conformity with any agreement or understanding with any Bidder to submit a false or sham bid. Bidder has not sought by collusion to submit a falsetto to obtain for itself or any other Bidder, an advantage over any other bidder or over the City of Sharon.

In submitting this bid, the undersigned agrees that no Bid may be withdrawn for a period of four (4) months after the date of receipt of bids, and that all bids shall be valid for this entire period, subject to cost adjustment as identified, unless advance written consent for such withdrawal is granted by the City.



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Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

BID BOND

Residential Garbage and Recycling Collection, Disposal and Processing

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____, _____, as Principal, and _____, as Surety, are hereby held and firmly bound unto City of Sharon, The City of Sharon Municipal Building, 155 West Connelly Blvd, Sharon, PA 16146 Mercer County, Pennsylvania in the sum of _____ (\$_____) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and assigns.

Signed, the _____ day of _____, 20_____.

The condition of the above obligation is such that whereas the Principal has submitted to the Owner a certain bid, attached hereto and hereby made a part hereof, to enter into a contract in writing for:

NOW THEREFORE,

- (a) If said bid shall be rejected, or in the alternate,
- (b) If said bid shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said bid) and shall furnish a bond for its faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void. Otherwise, the same shall remain in force and effect, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such bid, and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal _____ (L.S.)

_____ (Seal)

Surety _____

By _____ (Seal)

IMPORTANT - Surety companies executing bonds must appear on the U.S. Treasury Department’s most current list (Circular 570 as amended) and be authorized to transact business in the Commonwealth of Pennsylvania.

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NON-COLLUSION AFFIDAVIT

STATE OF _____:

COUNTY OF: _____

I state that I am _____ of _____ (Name of firm) and that I am authorized to make this affidavit on behalf of said firm, and its owners, directors, and officers. I am the person responsible in said firm for the price(s) and the amount of this Response.

I state that:

1. The price(s) and amount of this Response have been arrived at independently and without consultation, communication or agreement with any other contractor, Respondent or potential Respondent.
2. Neither the price(s) nor the amount of the Response, and neither the approximate price(s) nor approximate amount of this response, have been disclosed to any other firm or person who is a Respondent or potential Respondent, and they will not be disclosed before opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from responding on this agreement, or to submit a Response higher than this Response, or to submit any intentionally high or noncompetitive Response or other form of complementary Response.
4. The Response of said firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Response.
5. _____ (Name of firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last five (5) years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to proposing on any public contract, except as follows:

I state that _____ (Name of firm) understands and acknowledges that the above representations are material and important and will be relied on by the City in awarding the agreements for which this Response is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Sharon of the true facts relating to the submission of Responses for this agreement. I understand and said firm understands that any fraudulent concealment will allow the City to pursue all applicable remedies at law or equity included, but not limited to, the right to reject this Response.

Signature

Sworn to and Subscribed before me
This ____ day of _____ 2026

Name

My Commission Expires: _____ (Notary Public)

Company Position



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BID FORM 1 - CERTIFICATION OF RECYCLING FACILITY

Provide a copy of this form for each facility to be used in the Contract

THIS BID FORM 1 MUST BE EXECUTED BY THE RECYCLING FACILITY

I acknowledge that _____ (Name of Recycling Facility) shall be responsible **to the City for the full and faithful performance of the processing and marketing of** Recyclables collected by _____ the Contractor under the City Contract.

I understand and agree that recyclables may not be deposited as Garbage at a landfill or incinerator.

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is capable of accepting the following materials for single stream recycling: aluminum cans, plastic bottles and jugs, bi-metal cans, newsprint, magazines, and multi grades of corrugated cardboard and other mixed paper; and processing the Recyclables to the degree necessary to be marketable.

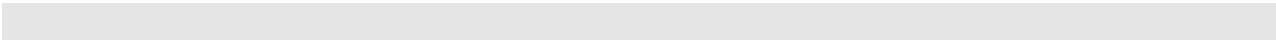
I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I agree that the City may visit and inspect _____ (Name of Firm/Facility) at any time given reasonable notice.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security Federal Tax Identification Number: _____

Name of RECYCLING FACILITY	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative of Recycling Facility	Attest:
Signature of Officer or Authorized Representative of Recycling Facility	Corporate Seal
Date:	



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BID FORM 2 - CERTIFICATION OF COMPOSTING FACILITY

Provide a copy of this form for each facility to be used in the Contract

THIS BID FORM 2 MUST BE EXECUTED BY THE COMPOSTING FACILITY

I acknowledge that _____ (Name of Composting Facility) shall be responsible to the City for the full and faithful performance of the processing/composting of Yard Waste collected by _____ the Contractor under the City Contract.

I understand and agree that Eligible Yard Waste may not be deposited as Garbage at a landfill or incinerator

I understand and agree that the City shares no risk, expense, or profit for the marketing and transport of the processed materials and/or the product.

I certify that the processing system of _____ (Name of Firm/Facility) is permitted/approved by the PADEP or equivalent state regulatory agency to accept yard waste, and processing the **Yard Waste** to the degree necessary to be marketable.

I certify that the processing system of _____ (Name of Firm/Facility) has sufficient capacity to receive, process, and store all materials collected in one week.

I understand and agree that _____ and the Contractor must have and provide to the City a contingency plan to avoid disruption of the Yard Waste program through a temporary shutdown in processing.

Please check the appropriate box: Corporation Partnership Sole Proprietor Unincorporated

Include either Social Security Federal Tax Identification Number: _____

Name of Composting Facility	Phone
Address	Fax
Type or Print Name and Title of Officer or Authorized Representative of Composting Facility	Attest:
Signature of Officer or Authorized Representative of Composting Facility	Corporate Seal
Date:	

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BID FORM 3 - EXPERIENCE OF PERSONNEL

1. Provide a list of personnel in key positions and attach one copy of the qualifications form for each person so identified; additional sheets may be attached to the form with a maximum of two extra pages per person. (General Manager Hauling, Dispatcher, Route Supervisor, Maintenance Manager, Office Manager, Customer Service Manager, etc.) Include and identify as such, the person who will serve as the public spokesperson, as required in the contract, to appear at publicity events with the City.

List Key Personnel Below:

Name	Position/Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

2. The City expects to communicate directly with one individual designated for ultimate responsibility for the contract. The City will be notified immediately of any changes to this information. Provide all of the following information.

Contractor’s Primary Contact Person for Contract Implementation

Name: _____

Mailing Address: _____

Direct Phone Line _____ Mobile phone: _____

Fax _____ Email: _____

Circle the one that is the preferred method of communication.

3. What steps will the Contractor take to teach staff the specific requirements of the contract?

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BID FORM 4 - EQUIPMENT

1. List the Vehicle information for each service category. Indicate the number of each model and make listed; if they are currently owned; if on site at the hauler's location; the license numbers and any company vehicle id #; and the date of delivery if not currently owned or on site.

Service Type	Chassis Make Model (Year)	Body Make Model (Year)	Now Owned	Now On Site	MVB Tags/ Company ID#	Anticipated Delivery Date
Garbage						
Recycle						
Yard Waste						
Bulk Items						

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BID FORM 5 – OPERATIONAL PLAN (CONTINUED)

5. The City prefers a fully automated or semi-automated collection system for garbage and yard waste and a fully automated or semi-automated single stream collection system in which all recyclables are commingled in one container. Semi-automated collection is acceptable if the Contractor can demonstrate the efficiency and cost effectiveness of the system in the Bid. The materials for collection include; aluminum cans; bi-metal cans; plastic bottles; newsprint and magazines, corrugated cardboard and all mixed paper as well.

Indicate if you will provide this fully automated system. YES NO

Indicate if you can immediately provide a single stream system. YES NO

If you listed no to any of the above questions, describe in detail the Contractor’s alternative method and justification for doing so.

(Please Refer to Section 190 for a better understanding)

6. How long will it take the Contractor to deliver the variable rate carts before the start-up of fully automated service which commences in September?
7. Describe in detail the Contractor’s anticipated plan, including time frame and procedures, to contact and solicit and to document choices from residents for variable rate cart selection services before the start-up of fully automated service which commences in September?
8. Describe in detail the Contractor’s anticipated plan, including time frame and procedures, delivery, the variable rate carts and maintaining a billing record of service level

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Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

BID FORM 6 - PAST PERFORMANCE AND EXPERIENCE OF CONTRACTOR

1. How many years has your organization been in business under your present business name? Under what other or former names has your organization operated?
2. How many years of experience does your organization have in the collection and disposal of residential garbage, yard waste and recyclables?
3. Identify at least (5) similar contracts that your organization has been awarded by municipal governments in the last five years including length of contract, expiration date and value of contract. Use additional pages if necessary

Municipality/Contact	Address	Phone	Length of Contract/Expiration Date	\$\$ Value of Contract

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**BID FORM 6 - PAST PERFORMANCE AND EXPERIENCE OF CONTRACTOR
(CONTINUED)**

4. With respect to any contracts or the collection of residential garbage, yard waste and recyclables referenced above, has your organization been terminated by a Municipality or failed to complete any contract awarded to you?

5. Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or officers in connection with such work?

6. Describe in detail the circumstances and parties involved in any matter described above.

7. Describe the parties, docket number, nature and present status of any proceeding described above.

8. Has your organization filed any lawsuits or requests for arbitration with regard to any contract for its services within the last five (5) years? If so, describe the parties, docket number, nature and present status of any proceeding described above.

9. Has your organization been the subject of any lawsuit or request for arbitration filed by a Municipality with regard to a contract for such services within the last five (5) years? If so, state the docket number, names of the parties and present status of any such proceeding.

10. Bidder acknowledges that the responses to this Questionnaire are material and important in determining the lowest responsive and responsible bidder and, further, that any omissions may result in the rejection of any such bids.

Indicate your acknowledgement. YES

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CITY OF SHARON

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Name of Firm

BID FORM #1 (W/ TAGS FOR EXCESS WASTE)

Bid Sheet for Rates and Services-Weekly Collection of Residential Garbage and Recyclables			
Collection Service	Unit Cost per Month	Units	Total Cost per Month
Base Collection Rate Sept 1, 2026-Aug 31, 2027		5000	
Base Collection Rate Sept 1, 2027-Aug 31, 2028		5000	
Base Collection Rate Sept 1, 2028-Aug 31, 2029		5000	
Base Collection Rate Sept 1, 2029-Aug 31, 2030		5000	
Base Collection Rate Sept 1, 2030-Aug 31, 2031		5000	
Backyard Service		15	
Variable Disposal Rate	Cost per Month	Units	
<u>35</u> gallon cart Sept 1, 2026-Aug 31, 2027		100	
<u>95</u> gallon cart Sept 1, 2026-Aug 31, 2027		4900	
<u>35</u> gallon cart Sept 1, 2027-Aug 31, 2028		100	
<u>95</u> gallon cart Sept 1, 2027-Aug 31, 2028		4900	
<u>35</u> gallon cart Sept 1, 2028-Aug 31, 2029		100	
<u>95</u> gallon cart Sept 1, 2028-Aug 31, 2029		4900	
<u>35</u> gallon cart Sept 1, 2029-Aug 31, 2030		100	
<u>95</u> gallon cart Sept 1, 2029-Aug 31, 2030		4900	
<u>35</u> gallon cart Sept 1, 2030-Aug 31, 2031		100	
<u>95</u> gallon cart Sept 1, 2030-Aug 31, 2031		4900	
Tags for Excess Waste	Cost Per Tag	Units	
1 Tag = 32 gallons	2	220	440
Bulk Waste	Cost per Item	Units	
Per Bulk Item:	10	60	600
Per White Good:	15	10	150
Volume Pick-ups	Cost per Pick -up	Units	
Equivalent to 2 cyds	20	20	400
Combined Total Monthly Cost			

COMBINED TOTAL MONTHLY COST = \$ _____ (Figure)
DOLLARS AND CENTS

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

Name of Firm

BID FORM #2 (UNLIMITED SERVICE)

Bid Sheet for Rates and Services - Weekly Collection of Residential Garbage and Recyclables			
Collection Service	Unit Cost per Month	Units	Total Cost per Month
Base Collection Rate Sept 1, 2026- Aug 31, 2027		5000	
Base Collection Rate Sept 1, 2027- Aug 31, 2028		5000	
Base Collection Rate Sept 1, 2028- Aug 31, 2029		5000	
Base Collection Rate Sept 1, 2029- Aug 31, 2030		5000	
Base Collection Rate Sept 1, 2030- Aug 31, 2031		5000	
Backyard Service		15	
Variable Disposal Rate	Cost per Month	Units	
<u>35</u> gallon cart Sept 1, 2026- Aug 31, 2027		100	
<u>95</u> gallon cart Sept 1, 2026- Aug 31, 2027		4900	
<u>35</u> gallon cart Sept 1, 2027- Aug 31, 2028		100	
<u>95</u> gallon cart Sept 1, 2027- Aug 31, 2028		4900	
<u>35</u> gallon cart Sept 1, 2028- Aug 31, 2029		100	
<u>95</u> gallon cart Sept 1, 2028- Aug 31, 2029		4900	
<u>35</u> gallon cart Sept 1, 2029- Aug 31, 2030		100	
<u>95</u> gallon cart Sept 1, 2029- Aug 31, 2030		4900	
<u>35</u> gallon cart Sept 1, 2030- Aug 31, 2031		100	
<u>95</u> gallon cart Sept 1, 2030- Aug 31, 2031		4900	
Bulk Waste	Cost per Item	Units	
Per Bulk Item:	10	60	600
Per White Good:	15	10	150
Volume Pick-ups	Cost per Pick -up	Units	
Equivalent to 2 cyds	20	20	400
Combined Total Monthly Cost			

COMBINED TOTAL MONTHLY COST = \$ _____ (Figure)
DOLLARS AND CENTS

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

CONTRACT FOR RESIDENTIAL GARBAGE, YARD WASTE, AND RECYCLING COLLECTION, DISPOSAL AND PROCESSING

THIS Residential Garbage, Yard Waste and Recycling Collection, Disposal and Processing Contract is entered into by and between THE CITY OF SHARON, a municipal corporation of the State of Pennsylvania and _____, (“Contractor”) to provide for collection, disposal and/or processing of Garbage, Yard Waste and Recyclables from Structures located within the Collection Area (each capitalized term as hereinafter defined).

Exclusive Right – The City as grantor, grants the Contractor, as grantee, the exclusive right during the term of this Contract to collect and dispose of solid waste, and process/market yard waste and recyclables from structures located within the City as defined throughout Chapter 1060 of The Sharon Code of Ordinances . The City warrants that it has the authority to grant such an exclusive right as described in this Contract and as delegated to it by Chapter 1060 of the Sharon Code of Ordinances.

The City covenants that during the term of this Contract it will not engage other individuals or itself become involved in the activity of collecting and disposing of residential solid waste or any other similar activity that would impair the exclusive right of the Contractor.

“Compliance with Applicable Laws” – The parties to this Contract agree that the laws of the State of Pennsylvania shall govern the validity, construction, interpretation, and effect of this Contract. The Contractor shall conduct the service of residential solid waste, yard waste, and recyclables collection as provided for by this Contract in compliance with all applicable federal and state regulations and laws. This Contract and the work to be done as described herein is also subject to the provisions of all pertinent municipal ordinances which are hereby made a part hereof with the same force and effect as if specifically set out herein.

The parties, in consideration of the promises, representations and warranties contained herein, agree as follows:

This AGREEMENT includes the following documents, all of which are incorporated by reference:

- 1. The Request for Bids**
- 2. The Instructions to Bidders and all Bid Forms**
- 3. The Contractor’s Proposal and Bid**
- 4. The Performance Security Bond or Letter of Credit**
- 5. This Agreement, its Contracts, Specifications, Addendums, and Exhibits**
- 6. Any Amendment or Change to the foregoing agreed to by the Parties in writing.**

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

A. OVERVIEW

Section 10 Purpose and Intent.

The City intends to engage the Contractor to collect Garbage and Recyclables, subject to the actual award as provided herein, from all single family homes, multifamily dwellings of four units or less, and multifamily dwellings of more than four units that are separately owned, within the Collection Area, and to collect to process Recyclables into marketable products in a manner provided by state laws and regulations. All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications and/or the Solid Waste ordinance of the City of Sharon and shall be charged as described for services provided in the Contract.

Section 11 Description of Services

Public health and safety, as well as environmental protection, are of primary importance to the City of Sharon. Therefore, the City intends to implement through contracted services a fully integrated municipal solid waste management program that encourages waste minimization and increases opportunities for recycling and organic composting.

Commencing on September 1, 2026 and continuing for the duration of the Contract, the City desires fully automated collection of the Garbage and Recyclables; however, the City will consider semi-automated collection if the Contractor can demonstrate the efficiency and cost effectiveness of the system in the Bid. Rates for this weekly service period will be submitted by the Contractor on the bid sheets.

Collection of Garbage, Yard Waste and Recyclables will be provided to all Structures for one base collection rate. In addition to the base collection rate, a variable rate for disposal, based on the sizes of carts for garbage, will also be provided. The variable rate options will include the following sizes of garbage carts: 35-gallon, or 95 gallons. A separate disposal rate for purchase of additional bags/tags will be provided. Yard waste must be offered for collection in biodegradable bags, as provided in detail below.

Collection for Garbage and Recyclables shall each be weekly for 12 months of the year.

Each residential unit will have the option to receive either one 95-gallon cart or one 35-gallon cart for recyclables. The City **requires** single stream curbside collection of recyclables that includes aluminum cans, plastics bottles and jugs, bi-metal cans, newsprint, magazines, and multi grades of corrugated cardboard and other mixed paper. Currently, glass bottles will not be accepted in the curbside recycling program, but if market conditions change and it is an option to add glass bottles back into the single stream curbside collection, the City reserves the right to request this be added back in.

In addition to curbside collection, the City desires containerized collection at City Facilities, and for Special Collections listed on Appendix A.

The Contractor will provide, maintain and pay for the full selection of carts with universal compatibility with standard industry cart tipping mechanisms.

The Contractor will bill for services and collect payments from each residential unit.

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The Contractor shall provide Yard Waste collection for four (4) weeks of each year of this contract. Yard Waste collection shall be scheduled for two_ weeks during the fall season, and two_ weeks during the spring season. The City shall provide adequate advance notice to the Contractor regarding the exact weeks selected by the City for collection of yard waste, upon consulting with the Contractor. The Contractor will be responsible for providing adequate notice to all customers.

The Contractor shall collect and dispose of paper or kraft type of biodegradable bags purchased by the homeowner for collection and disposal of yard waste. Yard Waste, by definition, includes leaves, garden residue, tree trimmings, shrubbery, and similar materials, as provided in the definitions below. The bags should be limited to 30-gallon size and further shall be waterproof, vermin proof, sealable and of sufficient strength to permit rough handling. Customers shall have no limit on the number of bags they may place at the curb line for yard waste collection. The cost for yard waste collection services shall be incorporated in the 'base collection rate'. These services shall include the collection of the bagged waste and their disposal at a Pennsylvania Department of Environmental Protection (DEP) or Ohio EPA approved and permitted composting facility and/or any Pennsylvania DEP approved and permitted land application facility. Proof of approval and permitting for the facility shall be required.

Section 15 Contract Term.

The City intends for actual collection and processing services to begin September 1, 2026 and continue for a term of five years, ending at midnight August 31, 2031.

Section 18 Background Information

Information is provided on Appendix B for the use and consideration of the Bidder. The City offers no warranties as to the accuracy of the estimates, projections or information.

Section 20 Definitions.

In addition to capitalized terms that are defined elsewhere, the following meanings apply:

“Aluminum” - The light in weight ductile and malleable metallic substance or element commonly known as aluminum and shall include all aluminum food and beverage cans. The description excludes aluminum foil, trays, plates and miscellaneous aluminum products.

“Backyard Collection Service” - A location at which the Contractor must walk or drive beyond the curbside to retrieve Carts for collection.

“Bags” – Plastic sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by top; securely tied at the top for collection, with a capacity not to exceed 32 gallons and a loaded weight not to exceed 35 lbs.

“Base Collection Rate” – The monthly cost per unit for garbage collection service, which includes the collection of recyclables and yard waste at no additional cost.

“Bid Bond” – The corporate surety bond or a certified check drawn on a national bank, in the amount specified in the Instruction to Bidders, submitted with the bid as a guarantee that the bidder will, if called upon to do so, accept and enter in the Contract.

“Bulk Waste” or **“Bulk Item”**– A large appliance, piece of furniture or waste material from a residential source other than Construction Debris or Hazardous Waste, with a weight or volume greater than that allowed for Carts.

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“Cart” - A 35, or 95-gallon plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover. Carts are capable of being mechanically unloaded into the Contractor’s collection vehicles. The term Cart and wheeled container shall be considered interchangeable.

Such Cart shall be rodent and insect proof and shall be kept in a sanitary condition at all times. Cart weights, when full, shall not exceed 60 pounds for each 35 gallons of nominal capacity.

“Collection Area” - That portion of the City in which the Contractor provides collection services as described in Section 100.

“Community Activities” - Events sponsored in whole or in part by a municipality, or conducted within a municipality and sponsored privately, which include, but are not limited to, fairs, bazaars, socials, picnics and organized sporting events that will be attended by 200 or more individuals per day.

“Composting” - The process by which organic solid waste is biologically decomposed under controlled anaerobic or aerobic conditions to yield a humus-like product.

“Construction Debris” - Waste building materials resulting from construction, remodeling, repair or demolition operations.

“Container” - A metal or plastic receptacle used for Garbage and /or Recyclables collection.

“Contract Documents” – The Request for Bids, Instructions to Bidders, Contractor’s Bid, Contract Specifications, the Contract, Bid Bond, Performance Bond or Letter of Credit, Payment Bond, and any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

“Contractor” - The individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

“City” - City of Sharon, Pennsylvania

“Corrugated Cardboard” - A structural paper material with an inner core shaped in rigid parallel furrows and ridges.

“Curbside” - From any Structure, the nearest point at the side of a City or State maintained roadway, or from a Multi Family Dwelling with a private roadway, the nearest point at the side of the private roadway, provided the property owner(s) has/have issued a waiver for collection vehicles to travel along the roadway for collection. A structure or development located on or within a private or non-accepted City street within the City of Sharon is not mandated for inclusion in this contract. Structures that front or have direct and singular access from a private or non-accepted City street may opt-in to the residential contract at the same collection service and rate but are not mandated to be included in this contract. The decision rests solely with the property owner of a singular residential unit, or the owner of the private development and roadway infrastructure. Private or unaccepted streets with clustered units, i.e. mobile home parks and condominium units, are required to decide to opt-in or out before the start of the contract and cannot make a change in status over the course of the contract term without approval by both the City and the Contractor.

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“Curbside Recycling” - Recycling services generally provided to Single Family Structures and individually owned units in Multi Family Dwellings. Recyclables are placed by customers at curbside locations for collection.

“Detachable Container” (also at times referred to as “dumpster”) - A watertight, all-metal Container, not less than three quarter (3/4) cubic yards in capacity and equipped with a tight-fitting metal or plastic cover. The term shall also apply to Containers of other material of similar size when approved by the City. Detachable Containers two (2) cubic yards and under shall be equipped with at least four (4) wheels. Detachable Containers shall have no jagged edges or holes. Detached containers shall be permitted only on a temporary basis of no more than 30 days for any residential structure.

"Disposal" - The deposition, injection, dumping, spilling, leaking or placing of solid waste into or on the land or water in a manner that the solid waste or a constituent of the solid waste enters the environment, is emitted into the air, or is discharged to the waters of this Commonwealth.

“Disposal Site” - A refuse depository for the processing or final disposal of Refuse including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing separation centers, licensed, permitted or approved by all governmental bodies and agencies having jurisdiction.

“Electronics” - All types of E-waste, including televisions, computers (including monitors, keyboards, mice, printers), cell phones and any other electronic device that is banned in landfills per the Pennsylvania Covered Device Act, effective January 2013.

“Exemption”, “Exempt” - Residential property owners who are the owners of a commercial, industrial or institutional establishment, may be excluded from the curbside collection requirements to the extent the property owner can demonstrate that they have collection and disposal services available through a written agreement with a commercial, industrial or institutional property that they own and they maintain a contract for services with a hauler that otherwise complies with City Ordinances. Such residential property owner shall apply for exclusion under this provision on a form provided by the City that certifies compliance with the provision for exclusion. Such residential property owners remain responsible for compliance with all other applicable City and State regulations. Residents who are occupants of a Farm property, as defined in the City of Sharon Municipal Solid Waste Ordinance may be excluded from the curbside collection requirements. Such residential farm property owners shall apply for exclusion under this provision on a form provided by the City that certifies compliance with the provision for exclusion, and the residents shall further provide proof of recycling service for their property.

“Food Waste” - Vegetable and other food scraps, including meat, dairy products, grease and bones; paper which has been contaminated with food, fat or grease; and compostable paper including paper towels, paper plates, tissue and waxed paper.

“Garbage” - All discarded putrescible waste matter but not including sewage or sewage sludge, or human excrement.

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“Generator” - A person, business entity, or municipality that produces or creates municipal waste.

“Glass” - The hard, brittle, transparent or partially transparent substance produced by fusion of silica or sand containing soda and lime and/or other chemicals and substances usually or conveniently included in the manufacturer of glass; and shall for the purpose of this contract include all materials commonly known as glass bottles or containers. This includes all food and beverage containers made of glass of one gallon or less capacity. Excluded are blue glass, ceramics, pottery, and flat glass commonly known as window or plate glass and light bulbs.

“Hardship” - or **“Low-Income Assistance”** - Residential units that apply to the City that meet the requirements set forth by the City based on income limits. This will apply a 40% reduction in the Base Collection Fee and 35-gallon cart disposal rate. The City will cap the number of hardship units at 100. The City will be responsible for any reduction in cost above the 100 capped number.

“Hazardous Waste” - Waste designated as hazardous by the United States Environmental Protection Agency or the Pennsylvania Department of Environmental Protection.

“Landfill” - A municipal waste landfill

“Large Items” - Items that are too large to be placed inside the cart or inside of a 32 gallon bag, with an individual weight no greater than that allowed for a cart or bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

“Letter of Credit” - A written undertaking by a financial institution on behalf of the applicant (the Contractor) to pay the beneficiary (the City) for non-performance in amounts and under conditions as may be specified in the agreement.

“Marketed” or “Marketing” - The transfer of ownership of recyclable materials for the purpose of recycling the materials into a new product or use.

“Municipal Waste” - Any garbage, refuse, industrial lunchroom or office waste and other material, including solid, liquid, semisolid or contained gaseous material, resulting from operation of residential, municipal, commercial or institutional establishments and from community activities, and any sludge not meeting the definition of residual or hazardous waste in the Solid Waste Management Act from a municipal, commercial or institutional water supply treatment plant, wastewater treatment plant or air pollution control facility. The term does not include source-separated recyclable materials.

“Municipal Waste Landfill” - A facility using land for disposing of municipal waste. The facility includes land affected during the lifetime of operations including, but not limited to, areas where disposal or processing activities actually occur, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite and contiguous collection, transportation and storage facilities, closure and post closure care and maintenance activities and other activities in which the natural land surface has

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been disturbed as a result of or incidental to operation of the facility. The facility must be operating pursuant to a current valid Solid Waste Permit issued by the Pennsylvania DEP or Ohio EPA or West Virginia EPA. Proof of approval and full permit is required. The term does not include a construction/demolition waste landfill or a facility for the land application of sewage sludge.

“Municipal Waste Management Plan” - A comprehensive plan for an adequate municipal waste management system in accordance with Chapter 272, Subchapter C (relating to municipal waste planning).

“Multifamily Dwellings” - Structures for residential living consisting of attached units, but with each unit separately owned.

“Newspaper” or “Newsprint” - Types of paper made from wood pulp and/or other fibrous materials mixed together either with or without chemicals, to produce thin sheets of the products customarily and primarily used for the production of newsprint; newspaper includes glossy paper inserts commonly used in advertisements.

“Performance Bond” - A corporate surety bond that guarantees compensation to the City in the event that it must assume the obligations and/or duties of the Contractor in order to continue the service as defined by the Contract’s Specifications.

“Permit” — A permit issued by an approved state agency to operate a municipal waste disposal or processing facility, or to beneficially use municipal waste. The term includes a general permit, permit-by-rule, permit modification, permit reissuance and permit renewal.

“Person” - Every natural person, firm, corporation, partnership, association or institution.

“Processing” - Any technology used for the purpose of reducing the volume or bulk of municipal waste or any technology used to convert part or all of such waste materials for offsite reuse. Processing facilities include, but are not limited to, transfer facilities, composting facilities and resource recovery facilities.

“Processing Facility” - Any facility maintained for the purpose of sorting, preparing, and/or consolidating recyclable material (as defined herein) for sale.

“Recyclables” - Mixed wastepaper, including office paper, junk mail and envelopes, corrugated and cardboard materials, newspapers, magazines, telephone books, bi-metal cans and lids, clean aluminum foil and foil products and plastic containers, bottles and jugs.

“Recycle” or “Recycling” - The collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste (other than through combustion) and creation and recovery of reusable materials other than a fuel for the operation of energy.

“Recycling Facility” - A facility employing technology that is a process that separates or classifies municipal waste and creates or recovers reusable materials that can be sold to or reused by a manufacturer as a substitute for or a supplement to virgin raw materials. The term

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"recycling facility" shall not mean transfer stations or landfills for solid waste nor composting facilities or resource recovery facilities.

“Refuse” - Discarded waste materials in a solid or semi- liquid state, consisting of garbage, rubbish or a combination thereof.

“Residential Unit” - A group of rooms located within a building and forming a single inhabitable unit with facilities that are used or are intended to be used for living, sleeping, cooking and eating. Buildings are included that contain four or less separate or contiguous single-family dwelling units with each unit to be treated separately for purposes of billing. A structure or development located on or within a private or non-accepted City street within the City of Sharon is not mandated for inclusion in this contract. Structures that front or have direct and singular access from a private or non-accepted City street may opt-in to the residential contract at the same collection service and rate but are not mandated to be included in this contract. The decision rests solely with the property owner of a singular residential unit, or the owner of the private development and roadway infrastructure. Private or unaccepted streets with clustered units, i.e. mobile home parks, condo units, are required to decide to opt-in or out before the start of the contract and cannot make a change over the course of the contract term without approval by both the City and the Contractor.

“Residence, Residential” - Any house, dwelling, multiunit residence, apartment house, or any building put to residential use except Mixed Use Buildings.

“Source-Separated Recyclable Materials” - Materials that are separated from municipal waste at the point of origin for the purpose of recycling.

“Structure” - All single-family homes, and multifamily dwellings of four units or less as well as multifamily dwellings of more than four units that are separately owned. It also means those City Facilities that the City may at its sole discretion include in the Contract now and in the future. A structure or development located on or within a private or non-accepted City street within the City of Sharon is not mandated for inclusion in this contract. Structures that front or have direct and singular access from a private or non-accepted City street may opt-in to the residential contract at the same collection service and rate but are not mandated to be included in this contract. The decision rests solely with the property owner of a singular residential unit, or the owner of the private development and roadway infrastructure. Private or unaccepted streets with clustered units, i.e. mobile home parks and condominium units, are required to decide to opt-in or out before the start of the contract and cannot make a change over the course of the contract term without approval by both the City and the Contractor.

“Total Monthly Cost” - The combined total cost per month of Collection Service for Garbage, Yard Waste and Recyclables, Variable Rate Disposal, Excess Waste, Bulk Waste, Volume Pick-ups,.

“Truck(s)”- A vehicle used for the collection of garbage and/or recyclables which has mounted thereon an approved type, water-tight sanitary body, or which has a standard truck body made watertight and equipped with means of covering to prevent loss of material by wind.

“Wheeled Container” - A 35 or 95-gallon plastic Container equipped with wheels, handles and a tight-fitting cover. Wheeled Containers are capable of being mechanically unloaded into the

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Contractor's collection vehicles. The term Cart and Wheeled container shall be considered interchangeable

"White Goods" - Shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, hot water tanks, and trash compactors and other items of similar weight, material, size and nature.

"Yard Waste" - Plant material (leaves, branches, brush, flowers, roots, wood waste, etc.); debris commonly thrown away in the course of maintaining yards and gardens.-Yard Waste does not include loose soils, sod; Food Waste, including from gardens or orchards; Food compost; plastics and synthetic fibers; lumber; any wood or tree limbs over four (4) inches in diameter; human or animal excrement; noxious weeds and soil contaminated with hazardous substances. With the exception of Holiday trees, materials larger than four inches in diameter and four feet in length shall not be considered yard waste and shall not be subject to collection under the terms of this contract.

"Yard Waste Composting Facility"—A facility that is used to compost leaf waste, or leaf waste and grass clippings, garden residue, tree trimmings, chipped shrubbery and other vegetative material. The term includes land affected during the lifetime of the operation, including, but not limited to, areas where composting actually occurs, support facilities, borrow areas, offices, equipment sheds, air and water pollution control and treatment systems, access roads, associated onsite or contiguous collection and transportation activities, and other activities in which the natural surface has been disturbed as a result of or incidental to operation of the facility

Section 30 Contractor Responsibilities.

The Contractor shall be responsible for:

- 1) Furnishing all skill, labor, equipment, materials, supplies, fuel and utility services required for providing all services in accordance with this Contract;
- 2) All actions and activities of its subcontractors;
- 3) Supplying all records and information required by this Contract;
- 4) Securing at Contractor's expense all governmental permits and licenses and required regulatory approvals (including those required by City ordinance);
- 5) Paying all applicable taxes;
- 6) Complying with applicable laws and regulations, and
- 7) Performing all work in a timely, thorough and professional manner.
- 8) Disposing of Garbage collected by the Contractor from the Structures specified by the City at a facility designated in the Mercer County Municipal Solid Waste Management Plan; and delivering all Recyclables and Yard Waste collected in the City to facilities approved for such delivery.
- 9) All wage increases for Contractor's collectors or other employees, any benefits or added costs resulting from changes in technology, laws and regulations, labor practices, availability of equipment, and other business risks that may affect the performance of this Contract.

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Section 40. OSHA, Health and Environmental Laws.

The Contractor shall comply with the federal Occupation Safety and Health Act of 1970, as amended ("OSHA") and the regulations promulgated under the General Safety Law, Title 43 Pennsylvania Statutes and with standards and regulations issued to implement these statutes from time to time.

The Contractor is also responsible for meeting all pertinent local, state and federal health and environmental laws, regulations, and standards applying to collection of Municipal Solid Waste, Yard Waste, and Recyclables.

Section 50. Vehicle Specifications.

All vehicles used for collection shall be registered with the Commonwealth of Pennsylvania, (or the equivalent agency if registered in another State) and shall be kept in a clean and sanitary condition and a state of good appearance and repair and shall be painted in a uniform manner.

At the start of this Contract, all vehicles used in collection shall be new or reconditioned to near new and in good operating order. All vehicles shall be kept in a clean and sanitary condition with the interior of the cab free of clutter. All collection equipment used under this Contract shall meet all applicable state and federal safety standards and Contractor shall obtain all required operating permits.

Collection vehicles shall be painted in Contractor's color or colors subject to approval by the City. It is preferred that the Recycling Vehicles be clearly labeled so that they are distinguishable from those collecting waste. The vehicles shall have painted in a contrasting color, at least six inches high, on each side of each vehicle and on the rear of the vehicle, the number of the vehicle. No advertising shall be permitted other than the name and address of the Contractor. The Contractor shall place a customer service telephone number, on all collection trucks. Collection vehicles shall be sufficient to service all Structures at the frequency and level of collection specified. Collection vehicles shall be capable of handling, in the safest and efficient method available, the carts or containers and material specified for each structure on its route.

All vehicles used by management personnel, including route supervisors, shall be equipped with cell phones with voice mail so that they can be contacted by the City. Collection vehicles will be equipped with two-way communication devices so that the Contractor's staff and driver may communicate during the route collection.

All such vehicles shall be operated in conformity with the laws of the Commonwealth of Pennsylvania.

Section 60 Ownership of Equipment.

All vehicles, facilities, equipment, and property used in the performance of this Contract, shall be wholly owned by the Contractor; provided that leases, conditional sale contracts, mortgages, or other agreements for the use or financing the purchase of vehicles, facilities, equipment and property may be allowed with the prior written approval of the City.

Section 65 Vehicle Maintenance and Inventory.

The Contractor shall provide to the City, no later than 30 days prior to Contract implementation, a complete inventory showing each vehicle (type, capacity, approximate age) used for

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performing the Contract, which vehicles shall conform with specifications set forth in Section 50. Upon approval of the City, the Contractor may change equipment from time to time and shall revise the inventory accordingly. The Contractor shall provide the City with the revised inventory within one (1) week of any changes. The Contractor shall maintain a vehicular fleet during the performance of this Contract at least equal to that described in the inventory.

Section 70 Traffic Laws; Noise Control.

Noise. All collection operations shall be conducted as quietly as possible and shall conform to any federal, State, County and City noise level regulations, including the requirement that the noise level during the stationary compaction process not exceed 75 decibels at a distance of 25 feet from the collection vehicle. The City may conduct random checks of noise emission levels to ensure such compliance.

Section 80 Contractor's Office.

The Contractor shall maintain an office with service and such staff as needed to take care of complaints, requests for missed collections, and other coordination with City staff.

Phone service shall include multiple lines and voice mail. The Contractor's office staff shall return any voice mail messages within sixty (60) minutes. Office hours shall be 8:30 AM to 4:30 PM, Monday through Friday. Voice mail shall be available after hours. After hours voicemails shall be returned at the beginning of the next business day.

B. COLLECTION SERVICES

Section 100 Collection Area.

The Contractor shall have the exclusive right to provide all collection services required by this Contract within the City of Sharon.

Within the Collection Area, all materials shall be collected from the same Structure on the same day of the week.

All such Structures have mandatory inclusion, subject to any exclusions set forth in the specifications and/or the Solid Waste Ordinance of the City of Sharon and shall be charged as described for services provided in the Contract.

A structure or development located on or within a private or non-accepted City street within the City of Sharon is not mandated for inclusion in this contract. Structures that front or have direct and singular access from a private or non-accepted City street may opt-in to the residential contract at the same collection service and rate but are not mandated to be included in this contract. The decision rests solely with the property owner of a singular residential unit, or the owner of the private development and roadway infrastructure. Private or unaccepted streets with clustered units, i.e. mobile home parks, condo units, are required to decide to opt-in or out before the start of the contract, and cannot make a change over the course of the contract term without approval by both the City and the Contractor.

Exclusion of Residential Unit (Exemption). Residents who are occupants of a Farm property, as defined in the City of Sharon Municipal Solid Waste Ordinance may be excluded from the curbside collection requirements. Such residential farm property owners shall apply for exclusion under this provision on a form provided by the City that certifies compliance with the provision for exclusion.

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Garbage and Recyclables shall be collected weekly year-round. Yard waste will be collected four (4) times a year as specified by the City

During two full weeks of January as directed by the City, natural Holiday Trees will be eligible for collection as Yard Waste provided they have been cut so that the branching spread is no more than four feet across, and pieces of trunk are no more than six feet in length. The Contractor and the City may by mutual agreement establish other reasonable specifications regulating the size, quality, configuration and placement of Yard Waste eligible for collection during this period.

Section 103 Garbage Collection.

Collection of Garbage from Structures using Wheeled Containers or Carts shall be weekly.

The Contractor shall collect Garbage from Detachable Containers, Wheeled Containers or Bags with tags for Excess Waste (Bid #2 will not include limitations regarding the collection of bags for refuse outside those included within detachable containers or wheeled containers and instead will provide unlimited service, regardless of whether a Container is full) at all Structures included in the contract at the frequency specified by the City, Monday through Saturday. The Contractor shall not be required to provide more than daily collection per location. The Contractor agrees that the City has supplied information regarding Structures receiving Detachable Container service, the number and size of the Containers and the collection frequency.

The Contractor is not responsible for collecting Carts weighing in excess of the automated cart tipper's manufacturer's recommended maximum capacity. The Contractor shall collect municipal waste from Structures as defined in Section 20. The Contractor shall collect Garbage Carts/Containers that are placed in accordance with Sections 110 and 113 of this Contract. It shall be the Contractor's responsibility to give notice to City staff if it believes Garbage is not prepared and/or located per this Section. However, the City shall be the sole and final judge as to such conditions and locations.

Section 105 Yard Waste Collection.

Yard Waste collection shall be scheduled for two (2) weeks during the fall season, and two (2) weeks during the spring season. The City shall provide adequate advance notice to the Contractor regarding the exact weeks selected by the City for collection of yard waste, upon consulting with the Contractor. The Contractor will be responsible for providing adequate notice to all customers. These days shall be in addition to the tree collection dates provided for in Section 100.

The Contractor shall collect the materials defined as Yard Waste herein. Holiday trees will be eligible for collection as Yard Waste provided they have been cut so that the branching spread is no more than four feet across and pieces of trunk are no more than six feet in length. The Contractor and the City may by mutual agreement establish other reasonable specifications regulating the size, quality, configuration and placement of Yard Waste eligible for collection.

The Contractor shall collect from Structures Yard Waste, which has been placed in Composting bags that consist that are paper or kraft biodegradable. The Contractor shall not collect Yard Waste that has been placed in regular paper or plastic bags, cardboard boxes, or other receptacles.

Residents may purchase composting bags approved by the City at a retail outlet. Composting bags placed at the curb for collection shall not exceed 40 lbs. in weight.

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The Contractor shall exercise good faith to ensure that non-Yard Waste material is not placed in the collection truck. However, both parties recognize that non-Yard Waste material may be inadvertently collected due to customer confusion or customer misuse.

The Contractor shall not collect as Yard Waste unsegregated Garbage or Yard Waste that is contaminated by fecal matter, hazardous substances or other ineligible material. If material is left uncollected, the Contractor will affix a sequentially numbered adhesive carbonless non-collection notice, approved by the City, to the cart. The sequentially numbered adhesive carbonless non-collection notice, approved by the City, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative or how to purchase tags from the City. The Contractor shall retain the other part of the carbonless notice.

Accounts that have been given notice shall be placed on an Exception List (EL). The Contractor shall transcribe this information on a daily basis into a format as approved by the City, or such other format as subsequently agreed to by mutual agreement. The information shall include the address, account number, the reason and number of rejected units.

This information shall be uploaded on a daily basis to the City, or such other location as subsequently agreed to by mutual agreement. Failure by the Contractor to properly utilize this process will result in an indefensible penalty imposed on the Contractor should the customer issue a complaint with the City.

Section 108 Recycling Collection

The Contractor shall collect Recyclables within the Collection Area.

The Contractor shall collect Recyclables weekly from Structures receiving Curbside Recycling collection services.

Structures defined as Multi Family Dwellings shall receive collection services at the same frequency as determined by the City. However, Recyclables may be collected in centrally located detachable containers where curbside collection is not feasible. The Contractor should investigate those Structures defined as Multi Family Dwellings to determine the required collection services, the number and size of the Carts or Detachable Containers and the collection frequency.

Given the nature of recycling programs, the City cannot make guarantees about the purity of the materials deposited in the bins. Contractor should expect contamination and prepare its bid accordingly. The City will not pay any penalties or fees associated with contamination.

Contractor reserves the right to reject bins with contamination and notify customers with the reason why a bin was not collected.

Section 110 Place of Collection -- Cart Service

Unless the customer qualifies under the City's disability allowance for backyard Garbage or Recyclables collection, collections shall be made at the curbside, as determined by the City. Subject to special arrangements made by mutual agreement between the Contractor and the City on a case-by-case basis to accommodate extraordinary situations. Structures on the same side of the street on the same block shall place all Containers on the curbside. The Contractor shall collect collection Containers placed as follows:

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- 1) From properties with level planting strips, in the planting strip or driveway within eight (8) feet of the curb;
- 2) From properties with sidewalks but not planting strips, on the owner's property, within eight (8) feet of the sidewalk, if level; or
- 3) When the foregoing location slopes at a grade making placement of a Container difficult, the nearest reasonable level area;

If the Structure has no sidewalk or planting strip, dense shrubbery or extraordinary circumstances preclude such a location, from a placement suitable to the customer and convenient to the Contractor's equipment.

The City will determine any disagreements over correct placement of Containers for collection. The City's decision shall be final and binding.

After collection, the Contractor shall return the Container(s) in a neat and orderly manner to their original curbside location.

The City shall monitor collection routes, or a portion of a route on a regular basis to determine if the Contractor is placing Containers back in their original location in a neat and orderly manner after collection.

Section 113 Place of Collection - City Facilities

The Contractor shall collect Garbage / Recycling and other materials from Structures as follows:

- 1) Existing Detachable Containers or Wheeled Containers at City Facilities included in this contract shall continue to be collected from their existing locations, unless the site manager would like them relocated to an alternate location. In such cases the Contractor and site manager will attempt to reach agreement on a new location. If agreement cannot be reached, the City will meet with both the Contractor and site manager and the City will decide the new location;
- 2) Any new Detachable Container or Wheeled Container placements at City Facilities shall be located on the site in a manner satisfactory to the City and/or the site manager and for collection by the Contractor. The City shall mediate any disagreements over Container placement and collection and its decision shall be final and binding; and
- 3) The Contractor is required to provide collection service at City Facilities from locked areas when so requested by the building's site manager. For entry into such a locked area the City shall provide the Contractor with a mechanism to gain access to the locked areas.

Section 114 Place of Collection -- Multifamily Dwellings

The Contractor shall collect Garbage and Recyclables from Structures defined as Multifamily Dwellings, with service as follows:

- 1) Collection shall be performed from locations that are satisfactory to the customer and the Contractor for collection. Curbside placement of Containers is preferred but shall not be required. The City shall determine if an alternative to Curbside Collection may be used in lieu of curbside cart collection if that service is more appropriate. The City shall mediate all disputes regarding location. The City's decision shall be final and binding. The Contractor may suggest an alternate location for the Containers that would meet the needs of the

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building and be serviceable by the Contractor. The Contractor should investigate those Structures defined as Multi Family Dwellings to determine the required collection services, the number and size of the Carts and the collection frequency.

- 2) The Contractor is required to provide collection service for carts from locked Structures when so requested by the owner/manager. For entry into such a locked Structure the owner/manager shall provide the Contractor with a key; and
- 3) Residents of Multi Family Dwellings must not block access from the Contractor to Carts or Wheeled Containers used for the collection of Garbage, Yard Waste or Recyclables. The Contractor shall first notify the owner/manager when access is blocked. The Contractor shall also notify the City.

Section 118 Collection from City Facilities and Special Events

The Contractor shall collect Garbage and Recyclables from the City owned or occupied buildings specified in this contract in Appendix A. Collection for special events, as scheduled at the direction of the City, in coordination with the Contractor, shall be provided by the Contractor.

Section 120 Times of Collection

The Contractor shall provide all Collection services under this contract within the City of Sharon from 5:00 AM to 7:00 PM, with regular collection days of Monday through Friday.

Section 123 Scheduling of Collection

For collection of Garbage Carts and Curbside Recycling, the Contractor shall divide the Collection Area into three, four or five collection sectors, with one sector to be collected Monday through Wednesday, Thursday or Friday (saturation routing). The three, four or five collection sectors shall be contiguous and be bounded by natural boundaries, such as bodies of water, major highways or arterials.

Collections shall be made from Structures on a regular schedule on the same day and approximately the same time each week.

For Detachable Containers, collection shall be made from Containers on a regular schedule on the same days of the week each week or month according to the frequency determined by the Contractor and the City as necessary for each building.

The Contractor shall supply the City with a map of the Collection Area showing the day of the week Garbage, Yard Waste and Recyclables shall be collected from each sector. This map shall be generated electronically and shall also include route boundaries, route numbers and the truck number for the truck, which will normally collect the route.

The Contractor shall also provide the City a listing, in electronic data format, of Structures defined as Multi Family Dwellings, including the day(s) of collection for each Structure. The listing shall include Structure address, number of units in the Structure, collection route number and the truck number serving each route. This listing will be supplied prior to August 31, 2026 and on an annual basis thereafter on or before August 31, or more frequently to reflect service day changes.

The City will penalize, and the contractor shall be required to pay, \$50 for every day the list is not supplied.

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At least one month prior to the first collection under this Contract, the Contractor will notify all customers by direct mail to the service address of their collection day. The mailing will include material approved by the City that explains the services included in the contract and the requirements for each household. The full cost of designing, printing and mailing the materials shall be the responsibility of the Contractor.

On September 1 of each contract year, the Contractor may change the day(s) of collection by giving notice to the City at least thirty (30) calendar days, and affected customers at least fourteen (14) calendar days, prior to the effective date of such change. The Contractor shall provide the City with an electronic listing of the changes at least fourteen (14) calendar days prior to the effective date of the change. The form of notice to the customer shall be subject to the approval of the City.

Section 125 Backyard Service Option.

The Contractor shall provide backyard Garbage collection service to customers who pay an additional amount for backyard Garbage service. For only those customers who the City qualifies to receive backyard service due to disability, the Contractor shall provide backyard Garbage and Recyclables collection service at no additional charge.

The City shall identify to the Contractor the Structures whose owners have indicated a desire to receive and pay for backyard Garbage collection service, and shall further identify to the Contractor the Structures that receive backyard collection service at no additional charge. The Contractor shall collect materials from a backyard customer when the materials are in a convenient, accessible location as near as practical to the rear of the building or top of the drive. The Contractor shall supply Wheeled Containers for Recyclables to those customers qualifying for backyard Recyclables collection. After emptying the Container, the Contractor shall replace the lid and return the Container to its former location without damage.

Backyard Service will be limited to 150 feet from the curb except for those meeting the City's definition of disabled. The fee for this service is an extra charge that will be added to the Base Collection Fee. Anything beyond 150 feet may be negotiated directly between the owner and the Contractor. For Backyard Service, there will be a limit on garbage of one cart. For those customers qualifying for disability discount, Backyard Service carts must be placed in an accessible location where they can be wheeled to the collection vehicle by the Contractor's employees, rather than lifted.

Section 126 Hardship/ Low-Income Assistance Program

Residential units that apply to the City that meet the requirements set forth by the City based on income limits, is defined as Hardship. This will apply a 40% reduction in the Base Collection Fee and the 35-gallon cart disposal rate. The City will cap the number of hardship units at 100. The City will handle intake and processing of applications and forward names and addresses approved for Hardship to the selected contractor to adjust accordingly.

Section 128 Collection In Lieu of Carts and/or of Excess Garbage

The collectors shall carry route books, or the trucks shall have computerized information, indicating service levels for each Structure. This information shall be current to the previous business day. The City has the right to stop a collection truck on the collection route to examine the route book or other means used to track this information. If the route book is not current, a penalty of \$100 may be imposed in accordance with Section 960.

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Residents may purchase tags for excess Garbage that may be in a bag, which does not exceed 32 gallons in capacity and twenty-five (25) pounds in weight. Each individual bag of excess Garbage shall be considered one unit. The Contractor shall collect all such tagged units from the Structures serviced.

Large items not able to fit in the cart or a tagged 32-gallon bag will be considered excess waste. Residents may dispose of such items per Section 138.

The Contractor shall not collect Garbage in excess of the billed service level unless such excess is contained in an additional Contractor supplied Cart, or a bag with an approved tag attached around the neck of the bag. Tags will be available for purchase from the Contractor's office, ordered on-line with prepaid mail, and at retail outlets if arranged by the Contractor. The City, on behalf of the Contractor, may also opt to make tags available for purchase at the Municipal Offices. Untagged waste excessively above the rim of the cart that may spill while tipping should be removed and left behind with proper notification by the driver. The Contractor's employee shall affix one part of a sequentially numbered adhesive carbonless non-collection notice to such excess Garbage not meeting the criteria specified above. If the lid cannot close securely on the Cart due to excess Garbage piled above the rim, and such waste will create spillage upon collection, the Contractor shall give notice to the customer that the material is in excess of allowable collection limits. The sequentially numbered adhesive carbonless non-collection notice, approved by the City, shall explain why the excess was rejected and instruct the resident how to contact the Contractor's customer service representative or how to purchase tags. The Contractor shall retain the other part of the carbonless notice.

Accounts that have been given notice shall be placed on an Exception List (EL). The Contractor shall transcribe this information on a daily basis into a format as approved by the City, or such other format as subsequently agreed to by mutual agreement. The information shall include the address, account number, the reason and number of rejected units. This information shall be uploaded on a daily basis to the City, or such other location as subsequently agreed to by mutual agreement. Failure by the Contractor to properly utilize this process could result in an indefensible penalty imposed on the Contractor should the customer issue a complaint to the City.

While performing regular collections from Detachable Containers at City facilities, the Contractor shall collect any excess Garbage that is piled above the rim of the Container, on top of the Container lid, or on the ground beside the Container. If such conditions persist, the Contractor shall record the address of the Container location and notify the City so that it can be corrected.

The City may randomly monitor routes, or portions of routes, on a regular basis. On a six-month basis the Contractor and City shall determine any corrective action that should occur to deter frequent Garbage excesses and promote recycling.

Section 130 Disposal /Processing Facilities

The Contractor shall deliver all Garbage collected under this Contract to a facility designated in the Mercer County Municipal Solid Waste Management Plan for processing/disposal. The Contractor shall provide to the City the name, location and permit number of the facility that will be used, including a form to report similar to what is stated in Section 610

The Contractor shall deliver all Yard Waste collected under this Contract to a yard waste composting facility, that has a current and valid permit/approval by PADEP or other regulatory agency with equivalent solid waste permitting authority. The Contractor shall provide to the

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City the name, location and permit number of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation that the company will accept and can process Yard Waste . **The facility owner/operator shall execute Bid Form 2, Certification of Composting Facility.**

The Contractor shall collect and transport recyclables to a recycling center or act as a recycling market outlet for the Recyclables during the Term of the Contract regardless of market fluctuations. The Contractor shall provide to the City the name **and** location of the facility that will be used. If the facility is not owned and operated by the Contractor, the Contractor shall provide the name and contact of the company that owns/operates the facility as well as documentation that the company will accept and can process single stream recycling and will market the materials for legitimate recycling purposes. **The facility owner/operator shall execute Bid Form 1, Certification of Recycling Facility.**

The Contractor shall provide evidence throughout the **Contract** that the Recyclables have been used or marketed for use for legitimate recycling purposes (e.g. reuse, use in manufacture of a new product), upon request of the City.

Section 135 Scavenging

No "scavenging" shall be allowed by the Contractor. Scavenging means sorting through Garbage or Recyclables while collecting looking for items of possible value (usually by individuals without mechanized equipment) or picking out individual pieces for reuse while loading or unloading. Scavenging excludes searches by owners for valuables accidentally misplaced or that may be lost and, under the Recyclables collection programs, sorting out from the Recyclables collected materials that were not eligible for the program and disposing of the ineligible materials as Garbage.

Section 138 Large Item, Bulk Item, White Good Collection, Volume Pick-ups

The Contractor shall provide collection of large items, bulk items and white goods and volume pick-ups on the regularly scheduled day of collection for Garbage and Recyclables. The additional cost of collecting the bulk items and white goods should only be charged to residents using this service and therefore calculated into the Bulk Tag/White Goods Tag rather than the Base Collection Rate.

The Contractor shall provide for two (2) annual City-wide curbside collections of bulk items per year (For Bid #1) unless the unlimited bid is selected (Bid #2), starting in the year 2026 and continuing through 2031. One bulk collection will take place in the spring and the other in the fall. The City and the contractor will work to mutually agree on dates and times for the bulk trash collections. These items include all bulk items, white goods and large items as defined in the specification.

Residents may purchase tags for Large Items which do not exceed twenty-five (25) pounds in weight. Tags will be available for purchase from the Contractor's office, ordered on-line with prepaid mail, and at retail outlets if arranged by the Contractor. The City, on behalf of the Contractor, may also opt to make tags available for purchase at the Municipal Offices. Each individual Large Item shall be considered one unit and the equivalent of one tagged bag of garbage. The Contractor shall collect all such tagged units from the Structures serviced.

If such collection is provided separately from the normal garbage collection vehicle, it shall be scheduled on a call-in basis. The call must be received no later than 24 hours prior to the regularly scheduled collection day for Garbage, Yard Waste and Recyclables. The Contractor

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must provide at the end of each day, to the City the list of bulk item and white goods collections completed that day.

Residents may purchase tags for Bulk Items and White Goods. Tags will be available for purchase from the Contractor's office, ordered on-line with prepaid mail, and at retail outlets if arranged by the Contractor. The City, on behalf of the Contractor, may also opt to make tags available for purchase at the Municipal Offices. Tags for bulk waste and White Goods will have a different appearance and cost than tags for bagged garbage. Bulk items and white goods shall not be placed for collection on the Curbside as to interfere with the collection of Carts or on any street right of way or public place. The Contractor shall not be responsible for the collection of any material improperly placed for collection. Residents will receive one free tag for a bulk item and one free tag for a white goods item in the first billing of the first contract year.

"Large Items" shall include items that are too large to be placed inside the cart or inside of a 32-gallon bag, with an individual weight no greater than that allowed for a cart or bag and which do not meet the definition of a bulk item. These items include lamps, bicycles, large toys and swing sets, vacuum cleaners, and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length, and meeting the weight requirements, as well as other items of similar size, weight and compactable nature.

"White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers and trash compactors and other items as agreed by the parties. Removal and certification of Freon removal will be required from the resident prior to collection.

"Bulk Items" shall include such items as chairs, tables, armoires, chests, headboards, console television sets, couches, mattresses, cabinets and dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

"Volume Pick-ups" shall include collection of large quantities of bagged excess waste from clean-outs of attics, basements, and garages, etc., provided the waste meets the definition of acceptable waste. Construction Demolition Waste, Household Hazardous Waste, E-waste and tires, will not be considered acceptable waste for Volume Pick-ups.

Volume Pick-ups should be based on a unit charge which includes the disposal and handling/collection of the equivalent of up to 2 cubic yards (i.e. approximately five 95-gallon carts; or 16 bags or 12 large items (refer to definitions for large items), or a combination of bags and large items not to exceed a total of 16. The unit charge shall be applied to all additional material in increments up to 2 cubic yards per unit charge. Multiple White Goods and/or Bulk Items must be tagged and will not be included in the Volume Pick-up rate.

Section 140 Holiday Collections.

The Contractor shall not provide collection services on legal holidays including New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. If the holiday falls on a regularly scheduled workday, collections for the holiday and each day thereafter will be delayed one day and Friday's material shall be collected on Saturday. The City will consider exceptions to the Christmas schedule when the holiday falls on a weekend.

Section 143 Service Disruptions Due to Weather.

When snow or ice prevents collection on the scheduled day, the Contractor shall make collection on the next weekday. Residents will be instructed to clear snow and ice to provide for visibility

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and access of carts, bags and other material. For backyard service, residents will also be instructed to provide access, clear of snow and ice that allows maneuverability of the cart.

If snow and ice conditions continue for an entire week, or more, the Contractor shall, on the first day that regular service to a customer resumes, collect all the materials that were amassed for collection during the interval when collections were missed. On that day, the Contractor shall take bags, boxes and other secure wrappers, and shall empty temporary receptacles that customers have used when the collection Carts and Containers have been filled. Residents who do not have carts must have tags on all bags. Bulk items, white goods, and large items must have tags.

The Contractor shall notify the City as soon as possible of any non-collection days due to snow or ice. If possible, notification shall be made the previous day or by 6:00 AM of the collection day. When delays due to snow and ice occur, the Contractor shall not be paid if regular collection service does not resume as described above, or if when regular collection service does resume the Contractor fails to collect all of the materials at curbside.

These failures will be considered non-collections and the City shall penalize the Contractor \$250 for each individual collection route that is not fully collected on that day.

Section 145 Service Disruptions Non-Weather Related.

When closure of roadways providing access, blocked alleys or streets or other disruption beyond Contractor's control prevents timely collection on the scheduled day, the Contractor shall make collection either later on that collection day, or the next collection day. The Contractor must provide all the collections required during the collection week.

If all collections are not performed during the collection week, the City will penalize the Contractor for such non-collection \$250 for each individual collection route not fully serviced.

Section 148 Missed and Make-up Collections within the Contractor's Control

Should the Contractor fail to make collection on a scheduled day for causes within the Contractor's control, the Contractor shall make a special make-up collection by the end of the business day following notification by the City. The City shall transmit to the Contractor missed collections and other collection complaints no later than the second business day following collection for customers receiving Curbside service. The City shall transmit missed collections for backyard customers no later than the third business day following collection. A make-up collection shall pick up excess material accumulated during the interval between the scheduled collection day and the special make-up collection. Residents who do not have carts must have tags on all bags to the extent required by contract. Bulk items, white goods, and large items must have tags.

Solely for the purposes of Section 148, the "business day" includes Saturday.

Notwithstanding the foregoing, the City may require the Contractor to do the following:

- 1) Authorize the Contractor to defer the collection and authorize the customer to place a proportionally larger amount at such customer's next scheduled collection day without any additional charge, and to accommodate such a disposal, allow the customer to use a bag or temporary Container as well as additional bundles; or

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- 2) Authorize the Contractor to forego collection for the interval altogether and make a compensatory reduction in the billing to the customer, and an equal reduction in the amount payable to the Contractor.

It shall be a defense to a missed collection that the customer had not made timely placement of his or her material out for collection; that the placement did not comply with provisions of this Contract; and for Garbage and Curbside Recycling collection, that placement did not comply with Section 110 or that as to Multi Family Dwellings with Section 114 respectively; provided that the Contractor shall have left a City printed tag on all material left because it was not prepared properly, it was overweight or for other reasons. The Contractor, by 8:30 AM the next business day, must notify the City of any collections the Contractor has refused or been unable to make the previous business day via the Exception List “(EL)”. The EL must be in address order with a City account number. The EL shall be transmitted electronically.

Any complaints received by the City between 8:30 AM and the time the Contractor actually transmits the EL shall be treated by the City as a miss and the Contractor shall be required to return and collect the missed material, even if the address appears on the Contractor's EL.

If the City transmits a miss complaint to the Contractor which is on the EL, and it is a miss which the Contractor should not collect due to the fact that the Cart is overweight or contains material that should not be collected, the Contractor's office personnel shall note on the miss that the address is on the EL and note the reason that it was not collected and return the miss complaint to the City within four (4) business hours of its receipt, and the miss shall not be collected.

The Contractor shall pick up all miss complaints sent by the City by the end of the day following receipt of the miss. If the miss is on the Contractor's EL, or the miss was a late complaint call, the Contractor may charge the City for a special collection in accordance with Section 260.

If the Contractor's collection personnel return to collect a miss and the Contractor has reason to refuse the miss consistent with this Section, the Contractor shall leave a City printed notice, explaining why the material was not collected. The Contractor shall also inform the City by the end of the business day of the addresses that were not collected and the reason for the non-collection.

All miss complaints transmitted to the Contractor on Friday must be collected by the end of the day Saturday. If it appears to the City that the Contractor is not collecting these misses by the end of the day on Saturday, the City has the option of having other personnel collect these misses. Missed call-ins on Saturday will be serviced Monday, unless it is an entire block or route and then it shall be serviced that day.

The Contractor shall pay the City for the costs of this option along with penalties in accordance with Section 960.

This section applies to omitted collections of a single Structure, a row of Structures, and/or an entire route.

As used in this paragraph a collection complaint is limited to a missed Garbage, Yard Waste or Recyclables collection, non-delivery of a Garbage, or Recyclables collection Container within the period of time specified in this Contract or not returning collection Containers to their original location after collection.

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Section 150 Supplying Garbage or Recycling Carts

All carts furnished shall be new or in like new condition. The waste and recycling carts shall be designed to contain bags of municipal waste or unbagged co-mingled recyclables generated at single family residences, and multifamily dwellings. The cart shall consist of a suitable body, wheels, axle, lift bars, handle, lid and necessary accessories and of a general design so that it can be maneuvered, lifted and dumped by fully automated and also semi-automated lifting units.

The cart shall be capable of regularly receiving and dumping materials up to 300 lbs. for a 95 gallon; 120 lbs. for a 35 gallon; excluding the weight of the cart. Each cart shall be furnished with a fully functional lid attached. Lids shall be hinged and open a full 270 degrees, free of tension. Lids shall overlap the cart body, in order to prevent the intrusion of rain or other debris. Lid shall be designed so as not to warp, bend, slump or distort to an extent that it will no longer fit the cart or otherwise become unserviceable.

The cart must be equipped with handles designed to safely maneuver the cart. Handles can be molded in or bolted on but must be attached prior to delivery and durable enough to withstand everyday usage and wear and tear.

The cart shall be equipped with two wheels and a metal axle. The wheels shall be a minimum of 10” and able to support the specified maximum cart weight. The cart shall be stable and self-balancing when in the upright position, either loaded or empty. The cart must be designed to withstand minimum winds of 25 mph when empty. Carts must be easy to tilt and roll when fully loaded to specified capacity.

The cart must be equipped with attachment points, which make it compatible on American semi-automated bar-locking lifters. Carts must also be compatible with the gripping devise (pinchers) on fully automated collection vehicles. 35-gallon Carts will be accepted with plastic lower lift bars if they meet all other specifications.

The exterior dimensions of the completely assembled carts shall be within the allowable ranges as follows:

<u>95 gallon</u>	<u>35 gallon</u>
Height 42” to 48”	Height 37” to 42”
Depth 33” to 35”	Depth 22” to 27”
Width 26” to 29”	Width 19” to 24”

Each cart must be permanently marked as follows:

Serial Numbers: Each cart may have a six-digit serial number hot stamped in white on the cart in a visible location.

Carts utilized in the Contract must be of a uniform color; Lids for the garbage carts must be either grey or tan, or a similar uniform color; lids for the recycling carts must be blue or a similar uniform color. Uniform colors must be acceptable to the Contractor and the City.

The Contractor must have storage capacity sufficient to handle the inventory of carts and lids required prior to start-up of the contract and also for replacement inventory during the duration of the contract.

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Not before July 4, 2026 and no later than August 15, 2026 the Contractor shall deliver to all Residential Units, including Multi Family Dwellings, Carts that are commensurate with the customers' service level. The Carts shall be equipped with wheels to aid in movement. These Carts shall be 35 or 95-gallon for Garbage. 35 or 95-gallon Carts for Recyclables will be available at no additional charge to residents.

The Carts shall be provided with instructions for proper use, including any customer actions that would cause damage, such as placement of hot ashes in the Container causing the Cart to melt, and procedures to follow to minimize potential fire problems. The City will provide the Contractor for reproduction and distribution with the carts, a template of a pamphlet explaining the "do's and don'ts," for garbage and recyclables, directions for placement of the Cart, and a place for the Contractor to indicate the day of the week when the customer will receive collection.

The Contractor shall deliver the 35 and 95-gallon Carts to occupants who move into the Contractor's Collection Area; to customers who switch to a new service level; and to customers who need a Cart replacement for a damaged cart. Carts shall be delivered no later than five (5) business days after request from the Resident. Damaged carts shall be removed at the same time a replacement cart is delivered. Upon termination of the contract, the carts shall remain on the property until such time as the new contract has begun.

Deliveries to newly constructed housing units shall be free of charge. The Contractor may collect a service charge of \$5.00 for one cart; or \$8 for two carts; for the delivery/exchange for whatever reason to existing occupants and those moving into existing structures. Existing occupants shall be limited to one exchange per calendar year. Carts shall be delivered no later than five (5) business days after notice from the City or a customer's request for service. Damaged carts shall be removed at the same time a replacement cart is delivered.

Section 155 Repair or Replacement

Damage to Carts on customers' premises is at the Contractor's risk, rather than the City's, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all carts supplied and utilized as part of this contract.

Section 158 Supplying Detachable Containers for Garbage, and Recyclables Collection.

Prior to the beginning of that contract, the Contractor shall provide Detachable Containers for Garbage and Recyclables Collection to all those City Facilities receiving Detachable Container collection service under this contract. However, in some instances, the City may elect to own or secure Detachable Containers from sources other than the Contractor and shall not be subject to discrimination by the Contractor in collection services at that location. Detachable Containers owned or secured by the City will be standard Containers capable of being serviced by front or rear load collection vehicles.

Detachable Containers shall be located on the premises in a manner satisfactory to the City or site manager and convenient for collection by the Contractor. The City, whose decision shall be final and binding, shall mediate any disagreements over Container placement and collection.

The Contractor is not required to collect from Detachable Containers if access across the customer's private property is blocked.

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Section 160 Detachable Container Standards.

Detachable Containers shall be painted a uniform color, bear the name and telephone number of the Contractor, and bear a serial number coded for Container size. Detachable Containers shall be painted at least once every 2-1/2 years and shall be steam cleaned at least once each year or as directed by the City.

On an individual basis, the City may require the Contractor to place on a Detachable Container, the service address, wheels and/or locks.

The Contractor is responsible for removing graffiti from its Detachable Containers. Collection drivers shall regularly note Containers containing graffiti. Contractor personnel shall then remove reported graffiti. The Contractor shall remove any graffiti reported by the City within five (5) business days of notification.

Section 163 Installation and Maintenance

Each Detachable Container is subject to inspection by the City and approval as to appearance and condition before placement at any City facility.

A Detachable Container shall be reconditioned and repainted if necessary before being supplied to a City facility that had not used it earlier. If the City so requires, a Detachable Container shall be cleaned or repainted within thirty (30) days.

If appropriate to serve the City's needs and/or location, the City may require the Contractor to install and service a front-end load, rear load Detachable Container. The City may also require the Contractor to equip a Detachable Container with plastic lids.

Section 165 Repair or Replacement

Damage to Detachable Containers on customers' premises is at the Contractor's risk, as between those parties and without affecting the risk or liability of others.

The Contractor shall be responsible for the repair of all Contractor or City owned Detachable Containers damaged due to the Contractor's negligence. The Contractor shall repair or replace within one business day any Detachable Container that the City determines does not comply with ordinance standards or constitutes a health or safety hazard.

Section 190 Operations Plan

A schedule of activities and detailed procedures related to the effective implementation and operation of the Contract will be developed by the Contractor and the City after the Contract is signed and prior to beginning collections under the Contract. This shall be known as the "Operations Plan." This plan shall include the procedures and activities listed below and shall include completion dates for each activity:

- 1) Container order and supply schedule;
- 2) Container delivery plans and schedule, including number of Containers to be delivered per week, start and completion dates;
- 3) Procedures for notifying customers of new collection days;
- 4) Procedures for identifying Multi Family Dwellings receiving Curbside Services;
- 5) Procedures for retrieving current Curbside Recycling Bins from locations;

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- 6) Procedures for transmitting information to and from the City to the Contractor;
- 7) Standards for the electronic transfer of information;
- 8) Procedures for orientation of collection and Container delivery personnel including route coordination/cooperation with City staff; and
- 9) Other items identified by the parties.

The Operations Plan shall not contain procedures, activities or schedules that conflict with any terms of this Contract.

Section 193 Meetings and Communication.

In order to minimize problems during implementation of the Contract, to provide a forum for discussing and resolving any operational questions or issues that may arise, and for updating the Operations Plan the parties agree to meet on a regular basis as follows:

- 1) The period from the date the Contract is executed until six months after the actual automated collection services begin (or such earlier date as may be mutually agreed to by the parties) shall be referred to as the "Implementation Phase".

During the Implementation Phase, meetings shall be held between representatives of the parties on a weekly basis, or on such more or less frequent basis as may be mutually agreed. The primary purposes of such meetings shall be: to develop and/or refine the Operations Plan; to evaluate the Contractor's performance in implementing the Contract; to evaluate the progress and implementation of the Agreement; to address container delivery progress or problems; to air and seek resolution of complaints; to discuss any actual or perceived problems with service; and to discuss promotion, public information and public relations.

- 2) After the Implementation Phase, meetings shall be held at least on a monthly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.
- 3) Meetings shall be held at the offices of the City unless otherwise agreed upon by both parties. Each party shall be available for at least 90 minutes per meeting, unless otherwise agreed in advance. Meetings shall be held during normal business hours.

Section 195 Program Information During Contract Start-up.

Prior to August 15, 2026, the Contractor shall deliver to all Structures receiving service under this Contract, at least the following information:

- 1) Collection schedule information (day of week, time of day and collection frequency);
- 2) Material to be collected and how such material is to be prepared;
- 3) Date that customer should begin using any new Carts/Containers that are delivered;
- 4) Container placement information;
- 5) Any collection options available to the customer, such as different sized or additional Carts/Containers; and

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- 6) Telephone number that customers should call for additional information, or for questions.

The above information shall be attached to any new collection Carts/Containers delivered to customers. All such informational material shall be approved by the City prior to distribution. The cost of design and production of such materials shall be the responsibility of the Contractor.

Section 198 Recycling and Yard Waste Publicity.

The Contractor, at the Contractor's own cost and in coordination with the City, shall:

- 1) Design, produce and deliver "user friendly" recycling "how to" information and promotional material to each Structure prior to the first collection;
- 2) Design, produce and deliver yearly updates to each Structure informing customers of any problem areas, changes in the program, and participation rates;
- 3) Design, produce and deliver promotional material for all Multi Family Dwellings.
- 4) Provide an experienced Contractor spokesperson for media and community requests for presentations and to act as a Publicity and education director to coordinate the above activities.

C. MANNER OF COLLECTION

Section 200 Contractor's Responsibilities.

The Contractor shall be responsible for furnishing all supervision, labor, materials, fuel and equipment, necessary to perform the collection, processing, marketing services described in this Contract. The enumeration of, and specification of requirements for, particular items of labor or equipment shall not relieve Contractor of the duty to furnish all others, as may be required, whether enumerated or not.

The work to be done by Contractor pursuant to this Agreement shall be accomplished in a thorough and workmanlike manner so that the residents within the City are provided reliable, courteous and high-quality solid waste collection at all times. The enumeration of, and specification of requirements for, particular aspects of service quality shall not relieve Contractor of the duty of accomplishing all other aspects in the manner provided in this Section, whether such other aspects are enumerated elsewhere in the Agreement or not.

Contractor shall perform all work in accordance with the Contractor's Bid, the Bid Documents and addendums, and Public Notices all sections of which are incorporated herein whether or not such sections are specifically referred to in any other section of this Agreement.

Section 210 Employee Conduct.

The Contractor is responsible for providing the supervision necessary to ensure that collection employees are courteous, exercise due care, do their work without delay, minimize noise, avoid damage to private property, close and relock all gates and doors that they open, return Carts/Containers to their original location and, if on private property, follow the regular pedestrian walkways and paths; and not cross flower beds or through hedges. While collecting, employees shall wear uniforms or other identification supplied by the Contractor. The identification shall be subject to approval of the City.

- 1) **Personal Identification:** The Contractor shall provide all Contractor employees with identification cards, with their name, photo, and identification number and require them to carry the said identification cards at all times for monitoring purposes. When requested to

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do so by any of the City's Staff or by Generators, the Contractor's employees shall submit their identification cards for inspection.

- 2) **Uniforms:** The Contractor shall provide readily recognizable, brightly colored, shirts (or vests/waistcoats) and pants/trousers of a single design and color to all its workers, to be worn at all times when performing services under this Contract, so that they can be readily observed and their performance can be readily monitored. Uniforms shall be replenished as they become worn or damaged.

When the Contractor identifies unsatisfactory conduct by an employee or when the City notifies the Contractor of such conduct, the Contractor shall take remedial action. The remedial action shall be appropriate to the level of unsatisfactory conduct, provided that if the City requests of the Contractor by letter that an employee be suspended from further work on the Contract for Level Three unsatisfactory conduct or an uncorrected pattern of Level Two unsatisfactory conduct, the Contractor will permanently remove the employee from further work on the Contract.

Level One: Examples of Level One unsatisfactory conduct are single isolated incidents such as spillage of materials, leaving gates open, not relocking doors, walking through flower beds, not returning Containers to their original location, etc.

Level Two: Examples of Level Two unsatisfactory conduct are continued incidents of Level One unsatisfactory conduct, as well as rude or abusive language to customers, inappropriate behavior in customer's presence, purposeful damage of customer property, or acceptance of a cash payment or gratuity for ignoring a Contract provision.

Level Three: Examples of Level Three unsatisfactory conduct are continued incidents of Level Two unsatisfactory conduct, as well as appearing on the job under the influence of alcohol or drugs, fighting or menacing, throwing rocks, endangering customers or driving dangerously.

Under Level One, the City will send a written notice, via U.S. mail, fax or email, informing the Contractor of the unsatisfactory conduct.

Under Level Two and Three, the City will notify the Contractor by telephone within five (5) working days of becoming aware of the incident and send a written notice, via U.S. mail, fax or email, within ten (10) working days.

Written notices will identify the level of the notice, and the specifics of the incident.

Section 220 Spillage.

The Contractor shall pick up any material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. The Contractor shall immediately, or within one (1) hour of notification, commence cleanup of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage, which creates a hazardous condition (such as a spillage involving glass).

Section 240 Customer Grievances.

The Contractor will designate a representative to adjudicate customer grievances. At the City's request, the representative will join the City in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-

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up, and/or other deficiency in service or a need for special service. The decision of the City shall be final and binding.

Section 250 Pilot Tests.

The City may require the Contractor to conduct pilot tests that temporarily change one or more provisions of this Contract. A pilot test is an experiment with a new collection method, and/or a different type of service or schedule, that covers no more than ten percent (10%) of the Collection Area and continues no more than eighteen (18) months. A pilot test may require additional record keeping. The City and the Contractor shall sign a letter of agreement covering the expected cost and the pilot program duration prior to commencing any such test.

If a pilot test affects regular collections, the parties shall negotiate an adjustment of the Contract payment to reflect the benefits and/or burdens of the pilot test. The adjustment shall be set so as to capture any increase or decrease in the Contractor's direct operating costs as a result of the pilot test.

"Direct operating cost" includes planning costs; labor expense, including supervision (wages, employment taxes, and fringe benefits); materials, supplies and fuel; and amortized costs of new equipment purchased for the pilot test, or equipment modified for the test.

"Direct operating cost" excludes depreciation of equipment usable elsewhere. The parties shall agree before the start of the pilot test on what equipment is usable elsewhere by the Contractor. Any equipment that is agreed to be not usable elsewhere by the Contractor shall become the property of the City, at cost, at the conclusion of the pilot test.

Increases in "direct operating costs" must be established as out-of-pocket payments by the Contractor and be capable of verification by an independent auditor.

D. MATERIAL PROCESSING

Section 400 Recycling Processing Facility.

The Contractor shall be responsible for processing Recyclables collected by the Contractor and/or processing all Recyclables collected under City Contract. Recyclables may not be deposited as Garbage at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss).

In the event of an assignment, subcontract or delegation of duties for processing and marketing of recyclables, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed.

The processing system shall be capable of processing the Recyclables to the degree necessary to be marketable and average less than 15% processing residuals remaining on a regular basis. The system shall have sufficient capacity to receive, process, and store all materials collected in one week.

The processing facility shall conform to applicable zoning, regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet pertinent state or local regulations and/or Contract stipulations, the Contractor shall, upon City approval, arrange for processing of collected Recyclables at a facility that meets all such regulations and/or stipulations.

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Section 420 Yard Waste Processing Facility.

The Contractor shall be responsible for processing Yard Waste collected by the Contractor and/or processing all Yard Waste material collected under City Contract at a permitted facility.

The Contractor shall process Yard Waste into a marketable product. Processing may include composting into a marketable soil amendment compost product or a component of a topsoil mix or more minimal processing into a product meant for direct land application on agricultural fields. Eligible Yard Waste may not be deposited as Garbage at a landfill or incinerator. Marketing and transport of the processed materials and/or the product is at the Contractor's risk, expense and profit (or loss).

The processing facility shall conform to applicable zoning, environmental, health and safety regulations and any other applicable rules, regulations, or ordinances. If the Contractor is unable to meet these environmental, health and safety regulations, or other pertinent federal, state or local regulations and/or Contract stipulations, the Contractor shall arrange for processing of collected Yard Waste at a facility that meets all such regulations and/or stipulations. The Contractor's arrangement for processing Yard Waste, including a contingency plan to avoid disruption of the Yard Waste program through a temporary shutdown in processing, shall be subject to review and approval of the City before the Contractor begins processing any Yard Waste, and the facilities shall be subject to inspection by City staff during business hours to determine compliance with this Contract and to verify reporting.

In the event of an assignment, subcontract or delegation of duties for the processing/composting of Yard Waste into a marketable product, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, **or** other obligor shall also become responsible to the City for the satisfactory performance of the work assumed.

E. DISPOSAL PROHIBITION

Section 500 Contamination and Residuals.

The Contractor, the assignee, subcontractor, or other obligor, shall be prohibited from disposing of any Recyclables collected under this Contract. Violation of this Contract provision shall be cause for termination. The Contractor may dispose of contaminated materials or residuals. The cost of such disposal is fully the responsibility of the Contractor.

F. REPORTING REQUIREMENTS

Section 610 Daily and Monthly, Reports.

Daily Report

The Contractor, by 8:30 a.m. the next business day, must notify the City of any collections the Contractor has refused or been unable to make the previous business day via the Exception List "(EL)". The EL must be in address order. The EL shall be transmitted electronically.

Monthly Report

The Contractor shall submit monthly reports, on forms provided by the City or in a format mutually agreed upon by the Contractor and the City, for the length of the Contract period commencing upon Notice To Proceed. These reports shall be due within ten business days after the end of the month. The City shall deduct \$50 per day from the Contract Deposit Fund until all items required in the report are submitted to the City. At a minimum, the reports shall include:

- 1) Summary of tonnages, from weight receipts of all collected material, separated by each type of waste: including refuse, recycle, and yard waste;

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- 2) A listing of all repeat collection complaints received by the Contractor the previous month (a repeat collection complaint is an initial collection complaint that was not resolved, or a reoccurrence of a collection complaint at the same address during a six (6) month period). This listing shall be sorted by collection route and shall include a description of steps taken by the Contractor to ensure that these particular repeat complaints are not repeated;
- 3) Number of Structures setting out Recyclables on each route;
- 4) Summary of tonnages of all processed material sold, by type of material;
- 5) Summaries of the recycling residual contamination rate, including the weight of materials collected in the City and disposed of due to contamination;
- 6) Status of all complaints or Contract violation notices forwarded to the Contractor by letter from the City or from customers during the month including, but not limited to:
 - a) Replacement of Containers
 - b) Employee misconduct
 - c) Contractor responses to citizen's damage claims; and
- 7) Description of progress in meeting the implementation schedule including any problems encountered and how they were resolved.
- 8) A summary by size and type of containers delivered and containers remaining in inventory.

G. EQUAL OPPORTUNITY/NON-DISCRIMINATION

Section 800 Equal Employment Opportunity.

The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, creed, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap, unless based upon a bona fide occupational qualification.

The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their creed, religion, race, color, sex, marital status, sexual orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: employment, upgrading, promotion, demotion, or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.

The Contractor shall be responsible for the compliance of subcontractors or joint venturers.

The foregoing provisions will be inserted in all subcontracts for work covered by this Contract.

Section 820 Non-Discriminatory Service.

The Contractor will not discriminate against any customer or City resident in the provision of service or quality of service on account of race, religion, creed, color, sex, marital status, sexual

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orientation, political ideology, ancestry, national origin, or the presence of any sensory, mental, or physical handicap, unless based upon a bona fide qualification to or for service. The Contractor shall provide the same good quality service throughout the Collection Area without regard to racial, ethnic, or cultural characteristics or relative standard of living of the neighborhood.

H. SECURITY; LIABILITY; DAMAGES

Section 900 Performance Bond.

Upon award of the bid, the successful bidder, hereinafter referred to as "Contractor", shall enter into a written contract with the City of Sharon and shall also give a Performance Bond with an approved surety company authorized to do business in the Commonwealth of Pennsylvania, in the amount of Five Hundred Thousand Dollars (\$500,000.00) conditioned upon the compliance in all respects with the terms and conditions of the contract, and its obligations thereunder, including the specifications, and any renewals thereof, and shall indemnify and save harmless said City of Sharon against or from all cost, expense, damage, injury, or loss to which the City of Sharon may be subjected by reasons of any wrongdoing, misconduct, want of care or skill, negligence, or default upon the part of the Contractor, its agents or employees in or about the execution or performance of the contract, including said specifications, and shall save and keep harmless the City of Sharon against and from all claims or losses to it from any cause whatsoever in the matter of completing the contract.

Further, the performance bond shall entitle the City of Sharon in the event of a default under the terms of the bond, to collect all or such part of the proceeds of the bond as necessary to provide the service as set forth in this agreement, even though the City of Sharon does not itself pay the cost of services. The bond shall remain in full force throughout the entire term of this contract.

Section 910 Default of Contractor.

This Section is independent, notwithstanding any other provisions of this Contract. The Contractor may be held in default of the Contract in the event the Contractor:

- 1) Fails to perform ninety percent (90%) of the collections required by this Contract and appears, to the City, to have abandoned the work, or to be unable to resume collections within forty-eight hours;
- 2) Has failed on three or more occasions of three (3) consecutive business days duration each, in any year, or fifteen (15) days in a calendar year to perform the collections required by the Contract; except as provided in Section 143;
- 3) Is unable to accept, for any period of time, Yard Waste, or Recyclables for processing and as a result of such non-acceptance, collection of Yard Waste, and/or Recyclables is suspended; or
- 4) Repeatedly neglects, fails, or refuses to comply with any of the material terms of the Contract, after having received notice of its obligation to do so.

To initiate proceedings under this Section, the City shall give notice to the Contractor and its surety of the location, time, and date within the following seven calendar days of a public hearing at which the Contractor may show cause why it should not be declared in default.

In the event the Contractor fails to show, to the satisfaction of the City, why the Contractor should not be declared to be in default of this Contract and City may make such declaration.

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In declaring the Contractor to have defaulted on the Contract, the City also may order the Contractor to discontinue further performance of work under the Contract and transfer the obligation to perform such work from the Contractor to the surety on the Contractor's performance bond and take any other action it deems advisable.

Upon receipt of a notice that the work has been transferred to the surety without termination of the Contract, the surety shall take possession of all materials and equipment described in the most recent inventory submitted to the City pursuant to Section 65 hereof, for the purpose of completing the work under the Contract; employ, by contract or otherwise, any person and all persons needed to perform the work; and provide materials and equipment required therefore. Such employment shall not relieve the surety of its obligations under the Contract and the bond. If there is a transfer to the surety, payments shall be made to the surety or its agent for all work performed under the Contract subsequent to such transfer, in amounts equal to those that would have been made to the Contractor had it performed in the manner and to the extent of the surety's performance, and the Contractor shall have no claim upon the same.

In the event the surety on the Contractor's performance bond fails to assume or continue performances within 48 hours after its receipt of notice that the work has been transferred to such surety, the Contractor shall lease, sublease or otherwise license the City to use all, or whatever portion is desired by the City, of the materials and equipment described on the most recent inventory submitted to the City pursuant to Section 65 hereof, for collection and processing purposes for a period of up to six months following the date of the declaration of default by the City without requiring the City to execute any other document whatsoever to accomplish such lease, sublease, or license and without requiring the City to post any bond, pledge, deposit or other security for such equipment and materials, but upon the condition that the City pay for the equipment and materials actually used for such collection a market rental that is no greater than (i) the monthly lease, in the event such property is leased by the Contractor, (ii) the periodic installment, in the event such property is being acquired under a purchase contract, (iii) the periodic financing interest and principal, in the event such property is being acquired under a purchase contract, or (iv) the periodic interest and principal, in the event such property is being acquired under a financing arrangement; provided, that under no circumstances shall the City be liable during its use of such property for any arrearages, balloon payment, accrued interest, accelerated charges in the event of a default, or other extraordinary payment; nor shall the satisfaction thereof be a condition of the City's interim use of such property; provided, further, that such lease, sub-lease, or license shall be suspended the date the surety on the Contractor's bond or its agent accepts the transfer of work under the Contract.

In the event the City secures the performance of work under the Contract at a lesser cost than would have been payable to the Contractor had the Contractor performed the same, then the City shall retain such difference; but in the event such cost to the City is greater, the Contractor and its surety shall be liable for and pay the amount of such excess to the City.

All payments due the Contractor at the time of default, less amounts due the City from the Contractor, shall be applied by the City against damages suffered and expense incurred by the City by reason of such default, any excess shall be paid to the Contractor unless otherwise provided herein.

Notwithstanding the provisions of this Section, a delay or interruption in the performance of all or any part of the Contract resulting from causes beyond the Contractor's control shall not be deemed to be a default and the rights and remedies of the City provided for herein shall be inapplicable; provided that labor disputes shall not be considered a cause beyond the Contractor's control.

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Section 920 Commitment of Equipment.

Unless a replacement or substitute is provided, all vehicles, facilities, equipment and property identified in the Contractor's inventory under Section 65 for use in the performance of this Contract (called "such property") shall be available for use in collecting Garbage and Recyclables in the Collection Area, and shall be available for use in processing Recyclables for the duration of this Contract. When provided, this Section applies to the replacement and substitute.

For the duration of this Contract, any document (including a lease to or by the Contractor, financing contract, acquisition over time, mortgage, or other instrument establishing a security interest) that encumbers or limits the Contractor's interest in such property shall:

- 1) Allow the surety on the Contractor's performance bond to take over the Contractor's obligations and to continue the use of the equipment in service for performance of the Contract;
- 2) In event the Contractor is in default and the surety on the Contractor's performance bond fails to assume or continue performance within 48 hours after notice to do so, allow the City to use without further documentation all or a portion of such property, at the City's discretion, for a period of up to six months following the date of the Contractor's declaration of default, to provide such collection services on the condition that the City pays to the Contractor's lessor a market rental for the equipment or property actually used in an amount no greater than the monthly lease in event of a lease, the installment payment in event of a purchase contract, or the monthly interest and principal in event of a financing arrangement;
- 3) Exempt the City from liability during its usage of such property for arrearages, balloon payments, accrued interest, accelerated charges on account of a default, or other extraordinary payments, and not make satisfaction thereof a condition of the City's interim usage; and
- 4) Forbid any foreclosure, trustee's sale or other dispossession of the Contractor's interest in such property without giving both the City and surety on the Contractor's performance bond sixty days' prior notice, and then make any termination of the Contractor's interest in such property pursuant to such action or the enforcement thereof subject to the requirements of subsections 1), 2) and 3) of this Section.

To assure compliance with this Section, the Contractor shall submit to the City for its review and approval or disapproval prior to execution all contracts, leases, or other documents for acquisition of, or encumbering or limiting the Contractor's interest in, such property or for replacements thereof and any proposed agreement that would encumber or transfer any interest of the Contractor in such property before the Contractor's execution of such agreement. The City's approval shall not be unreasonably withheld.

Section 940 Insurance.

Contractor shall at all times during the term of this Contract, and throughout any extension or renewal thereof obtain and maintain continuously, at its own expense, and file with the City, evidence of a policy or policies of insurance as enumerated below:

- 1) A Comprehensive General Liability Insurance Policy (including Completed Operations and Contractual Liability Coverage). Said policy of insurance shall be on an "occurrence" basis, not a "claims made" basis. Shall have minimum limits of \$1,000,000.00 per occurrence,

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combined single limit for bodily injury (including death) and property damage, with a contractual liability endorsement, and shall name the City as an additional insured.

- 2) An Automobile Liability Insurance Policy covering owned, non-owned and hired vehicles. Said policy of insurance shall have minimum limits of \$500,000.00 per person, \$1,000,000.00 per occurrence bodily injury (including death), and \$500,000.00 per occurrence property damage and shall name the City as an additional insured.
- 3) A Worker's Compensation and Employer's Liability Insurance Policy with a Statutory Limit of Coverage

All Contractor's insurance policies shall be on an "occurrence basis, not a "claims made" basis and shall provide that the City be given at least sixty (60) days written notice prior to any change or cancellation of such policies.

All insurance will be by insurers acceptable to the City and authorized to do business in the State of Pennsylvania. Prior to the commencement of work the Contractor shall furnish the City with certificates of insurance or other satisfactory evidence that such insurance has been produced and is in force. Said policies shall not thereafter be cancelled, permitted to expire, or be changed without sixty (60) days advance written notice to the City.

To the extent permitted by law, all or any part of required insurance coverage(s) may be provided under a plan of self-insurance.

Any deductible or self-insured retention must be disclosed and is subject to approval by the City(s) . The cost of any claim payments falling within the deductible shall be the responsibility of the Contractor.

- 4) Additional Insured and Primary Insurance Provisions:

Such insurance, as provided under items (1), (2), above, shall be endorsed to include the City of Sharon, its officers, elected officials, employees, agents and volunteers as additional insured, and shall not be reduced or canceled without sixty (60) days prior written notice to the City. In addition, Contractor's insurance shall be primary as respects the City, and any other insurance maintained by the City shall be excess and not contributing insurance with the Contractor's insurance.

Evidence of Insurance: The following documents must be provided as evidence of insurance coverage

A copy of the policy's declarations pages, showing the Insuring Company, policy effective dates, limits of liability and the Schedule of Forms and Endorsements.

A copy of the endorsement naming the City of Sharon as an Additional Insured, showing the policy number, and signed by an authorized representative of the insurance company for Business Auto Liability, and for the Commercial General Liability.

A copy of the "Endorsements Form List" to the policy or policies showing endorsements issued on the policy and including any company-specific or manuscript endorsements.

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A copy of an endorsement stating that the coverages provided by this policy to the City or any other named insured shall not be terminated, reduced or otherwise materially changed without providing at least sixty (60) days prior written notice to the City of Sharon.

A copy of A "Separation of Insureds" or "Severability of Interests" clause, indicating essentially that - except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance applies as if each named insured were the only named insured, and separately to each insured against whom claim is made or suit is brought (Commercial General Liability & Business Automobile Liability Insurance).

- 5) Policy Rating: All policies shall be subject to approval by the City as to company and licensed to do business in the State of Pennsylvania or issued as a surplus line by a Pennsylvania Surplus lines broker, form and coverage, and primary to all other insurance.
- 6) Self-Insurance: Should Contractor be self-insured, under item (1), (2) and (3) above, a letter from the Corporate Risk Manager, or appropriate Finance Officer, is acceptable - stipulating if actuarially funded and fund limits; plus, any excess declaration pages to meet the contract requirements. Further, this letter should advise how Contractor would protect and defend the City of Sharon as an Additional Insured in their Self-Insured layer and include claims handling directions in the event of a claim.
- 7) Subcontractors - Contractor shall include all subcontractors as insureds under its policies or shall furnish separate evidence of insurance as stated above for each subcontractor. All coverages for subcontractors shall be subject to all the requirements stated herein and applicable to their profession.

Section 950 Indemnity.

The Contractor(s) shall defend, indemnify and save harmless the City of Sharon and the City's officers, employees and agents from any and every claim and risk, and from all losses, damages, demands, suits, judgments and attorney fees, and other expenses of any kind (collectively "losses"), on account of injury to or death of any and all persons (including but not limited to the Contractor, its agents, employees, subcontractors and their successors and assigns as well as the City or the City's agents, and all third parties), and/or on account of all property damage of any kind, whether tangible or intangible, including loss of use resulting therefrom, in connection with or related to the work performed under this Contract, or in connection with or related to (in whole or in part by reason of) the presence of the Contractor or its subcontractors, or their property, employees or agents, upon or in proximity to the property of City of Sharon, or any other property (upon which the Contractor is performing any work called for), except only those losses resulting solely from the negligence of City of Sharon.

Section 960 Liquidated Damages.

This Section is independent of Section 910. The acts or omissions, within the control of the Contractor, in the left hand column are a breach of this Contract; the amounts in the right-hand column are set as Liquidated Damages. Liquidated Damages may be deducted from the monthly payment due to the Contractor or from the Contract Deposit Fund as determined by the City.

The City shall provide Contractor with written notice of all liquidated damages assessed on at least a monthly basis.

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Should the City neglect or opt not to enforce a penalty for any given offense on any given date or time, it shall not remove the ability of the City to enforce such penalty retroactively or in the future.

Table of Liquidated Damages

OMISSION	LIQUIDATED DAMAGES
Commencement of collection prior to 5:00 AM except as expressly permitted herein	\$100 per incident (each truck on each route is a separate incident)
Failure to collect spillage consistent with Section 220.	\$10 per incident
Unsanitary condition of vehicle exterior or interior cab	\$100 per incident
Failure to have route book/sheet current to route day	\$100 per incident
Failure to submit collection schedule and service levels for multifamily dwellings consistent with Section 123	\$50 per day
Failure to collect missed Garbage or Recyclables, or paid specials, within one business day (including Saturday) after a makeup request is given to the Contractor.	\$25 each incident to a maximum of \$250 per truck per day for Cart \$50 each incident per Detachable Container
Collection from Structures on other than the day specified per Section 123, including early collection due to a holiday.	\$20 per Structure, to a maximum of \$500 per truck per day
Missed collection of whole block. (This excludes collections prevented by weather and holiday rescheduling.) A whole block miss is defined as missing 3 or more houses on the same side of the street	\$150 per whole block
Failure to provide Multifamily Dwellings additional Wheeled Containers for either Garbage or Recycling or increase collection frequency within ten (10) business days of notification.	\$25 per Container per day
Failure to deliver Multifamily Dwellings Containers to new participating Structures within 25 calendar days of the receipt of the new sign-up request.	\$25 per Container per day
Failure to deliver or replace Garbage Carts or Curbside Recycling Wheeled Containers for any reason within five (5) business days of notification	\$25 per Container per day
In addition to progressive discipline in Section 210, unsatisfactory performance of collector after two (2) notices to Contractor to correct specific incidences involving the same address or collector in any six (6) month period.	\$200 each incident
Any additional misses, at the same address, within one (1) year after Contractor's receipt of 2nd notice regarding no collection.	\$200 each incident
Failure to deliver 100% of all Garbage Carts/ Containers for Garbage collection and Carts/Containers for Curbside Recycling and Waste prior to August 15, 2026.	\$5,000 per day In addition to the above damages, the Contractor shall not be paid for work not performed.
Failure to submit complete and accurate monthly and annual reports as required in Section 610	\$50 per day per incident
Failure to make all required collections during a week due to non-weather-related service disruptions consistent with Section 145	\$250 per collection route

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I. ANCILLARY PROVISIONS

Section 1000 Assignment or Pledge of Moneys by the Contractor.

The Contractor shall not assign or pledge any of the monies due under this Contract without securing the written approval of the surety on the performance bond and providing at least thirty (30) calendar days' prior notice to the City of such assignments or pledge together with a copy of the surety's approval thereof. Such assignment or pledge, however, shall not release the Contractor or its sureties from any obligations or liabilities arising under or because of this Contract.

Section 1010 Assignment; Subcontracting; Delegation of Duties.

Except for the subcontracting identified in the Contractor's bid the Contractor shall not assign or subcontract or transfer any of the work or delegate any of its duties under the Contract without the prior written approval of the City.

In the event of an assignment, subcontract or delegation of duties, the Contractor shall remain responsible for the full and faithful performance of this Contract and the assignee, subcontractor, other obligor shall also become responsible to the City for the satisfactory performance of the work assumed. The City may condition its approval upon the delivery by the assignee, subcontractor or other obligor of its covenant to the City to fully and faithfully complete the work or responsibility undertaken.

Section 1020 Audit.

The Contractor shall maintain in its office full and complete accounting records, prepared in accordance with generally accepted accounting principles, reflecting Contractor's work on this Contract. The City may require an audit of such books and records at any reasonable time, at the City's expense. Such audit will be conducted by another reputable, competent certified public accounting firm with experience in auditing public service companies selected by mutual agreement of the City and the Contractor. Audit information will be kept confidential, except as public disclosure laws may require disclosure.

Section 1030 Contract Rights.

The parties reserve the right to amend this Contract from time to time by mutual agreement in writing. Rights under this Contract are cumulative, and in addition to rights existing at common law. Payment by the City and performance by the Contractor do not waive their contract rights. Failure by either party on any occasion to exercise a contract right shall not forfeit or waive the right to exercise the right on another occasion. The use of one remedy does not exclude or waive the right to use another.

Section 1040 Interpretation.

This Contract shall be interpreted as a whole and to carry out its purposes. This Contract is an integrated document and contains all the promises of the parties; no earlier oral understandings modify its provisions.

Captions are for convenient reference only. A caption does not limit the scope or add commentary to the text.

Section 1050 Law; Venue.

The laws of the Commonwealth of Pennsylvania and Charter and Ordinances of the City shall govern the validity, construction and effect of this Contract. The venue for any claims, litigation, or causes of action between the parties shall be in the Superior Court of the Commonwealth of Pennsylvania for Mercer County.

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

Section 1060 Notices.

All official notices or approvals shall be in writing. Unless otherwise directed, notices shall be delivered by messenger, by certified or registered mail, return receipt requested, or by fax to the parties at the following respective addresses:

To the City:
Mr. Jason Tomko
City of Sharon
155 West Connelly Blvd
Sharon, Pennsylvania 16146
Phone: (724) 724-983-1164
Jtomko@cityofsharon.net

To the Contractor:

Either party may from time to time designate a new address for notices. Unless a return receipt or other document establishes otherwise, a notice sent by U.S. Mail shall be presumed to be received the second business day after its mailing.

Section 1070 Severability.

Should any term, provision, condition, or other portion of this Contract or its application be held to be inoperative, invalid or unenforceable, and the remainder of the Contract still fulfills its purposes, the remainder of this Contract or its application in other circumstances shall not be affected thereby and shall continue in force and effect.

Section 1080 Termination.

Notwithstanding any other provisions of this Contract, the City may terminate this Contract upon a default under or breach of this Contract by the Contractor. A termination for violation of an equal opportunity provision, or violation of any other provision shall take effect in fifteen (15) calendar days after delivery of notice of termination

Section 1090 Transition to Next Contractor

In the event that Contractor is not awarded a contract to continue to provide solid waste collection services, Contractor shall cooperate fully with City and the subsequent contractors to assure an orderly and effective transition. Such cooperation shall include, but not be limited to, providing route maps, route lists and other similar information. Failure to comply will result in the forfeiture of the Contract Deposit Fund.

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

Section 2000 Signatures

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT the day and year first above written.

CITY OF SHARON

BY: _____

DATE: _____

SEAL AFFIXED HEREIN

CONTRACTOR

BY: _____

DATE: _____

CORPORATE SEAL AFFIXED HEREIN

ATTEST

BY: _____

DATE: _____

NOTARY SEAL AFFIXED HEREIN

CITY OF SHARON

Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

Appendix A Detachable Containers at City Facilities

Location	Number of Containers	Container Size	Material	Frequency
Municipal Building – 155 W Connelly Blvd	1	6 cyd	MSW	1x week
	1	6cyd	RECYCLE	
Community Library of the Shenango Valley 11 North Sharpsville Ave	4	Cans/Toters	MSW	1x week
	1	Cans/Toter	RECYCLE	
Mercer County Visitors Center 50 N Water Ave/Parking Lot	1	8 cyd	MSW RECYCLE	1 x week
Public Works Garage	1	8 cyd	MSWMSW	1 x week
	1	40cyd	Tires	Per request
	1	40cyd	Events	Per request
	1	40cyd		Per request
North Sharon Fire Hall 469 Thorton St	1	4cyd	MSW	1 x week
SSA Sewage Plant 504 Riverside Drive	1	2cyd	MSW	1 x week

City of Sharon
Residential Garbage , Recycling, and Yard Waste Collection, Disposal and Processing

Appendix B Residential Units and Waste/Recyclables Generation

DESCRIPTION	AMOUNT
City of Sharon Population (2024 Census)	12774
Residential Units included in contract	5000 units
Residential Delinquency Rate	Under 5%
Residential Waste Disposed 2025	5246.57 TONS
Residential Recovered Recyclables 2025	562.10 TONS
Yard Waste Collected 2025	10.64 TONS