

Issued by the
Beaver County Department of Sustainability and Waste
Management
on behalf of the
Beaver County Board of Commissioners

Request for Proposals

Municipal Solid Waste Disposal And Processing Capacity and
Mechanisms To Support And Complement Materials
Management Planning Objectives

2026 through 2035

Deadline for Proposals November 7, 2025, 4:00 p.m.

Beaver County Department of Sustainability and Waste Management

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INTRODUCTION

The Beaver County Board of Commissioners is accepting proposals for the disposal and processing of Municipal Waste generated within the County and for mechanisms to support and complement the Materials Management Objectives of the Beaver County Municipal Solid Waste Management Plan. Through this Request for Proposals, the County will select the disposal and processing methods and facility(ies) to ensure disposal and processing capacity in accordance with the provisions of Act 101, the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988. Act 101 mandates that each County must have secured disposal and processing capacity for the Municipal Waste generated within its boundary for a period of ten years. The Municipal Solid Waste Management Plan of Beaver County has flow control provisions which will designate those facilities entering into agreement with the County for secured capacity as the only site(s) approved to receive and dispose of Municipal Waste generated within the boundaries of Beaver County.

This document, which comprises the request for proposal, includes five sections:

1. Procurement Approach and Purpose
2. Evaluation Criteria
3. History and Background
4. Contract Provisions
5. Required Forms for Submission of Proposal

Sealed Proposals in response to this RFP are due on November 7, 2025, by 4 p.m.. To qualify for consideration, the Proposer must submit two (2) hard copies, each executed in blue ink and labeled "original," and one (1) "copy" formatted as MS Word or pdf files each on separate electronic media Flash Drives.

The outside of each sealed envelope must be marked "Proposal-Disposal Capacity."

All proposals MUST be submitted in hard copy either in person, via US Mail or another mailing source (FED EX, UPS, etc.). Proposals that are emailed or faxed will not be accepted. Regardless of the delivery method, the County of Beaver assumes no responsibility for not receiving proposals and all parties should verify that their proposal has been received prior to the proposal submission deadline. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements

SUBMIT THE PROPOSAL TO:

**Office of Wayne Souffrant,
Director of Central Services for the County of Beaver
810 Third Street
Beaver, PA 15009**

The County of Beaver ("County") intends to review and evaluate all proposals to determine which contractor(s) submitting a proposal is deemed to serve the best interests of the County. First the proposal must guarantee for the years 2026 through 2035 disposal and processing capacity for municipal waste

generated within Beaver County in accordance with Act 101. In addition, the proposed facility must demonstrate how its operation complements and in other ways could support the Materials Management objectives of the Beaver County Municipal Waste Management Plan. The County will consider only those facilities which have submitted qualified proposals. After the evaluation of the proposals is complete and based on the recommendations, which result from it, the County will execute the disposal and processing contract(s) with the selected contractor(s).

A contractor responding to this RFP shall be prepared to enter into a contract with the County to provide up to ten (10) years disposal and processing capacity for Municipal Waste generated within the County, to perform disposal and processing services and implement the proposed services and to implement the voluntary proposed activities, programs, and other support for Materials Management in accordance with the conditions set forth in Section 4 Contract Provisions, of this RFP.

The contractor shall operate a fully permitted disposal and processing facility which meets at a minimum the federal guidelines of Title 40--Protection of Environment CHAPTER I--ENVIRONMENTAL PROTECTION AGENCY PART 257--CRITERIA FOR CLASSIFICATION OF SOLID WASTE DISPOSAL FACILITIES AND PRACTICES and PART 258--CRITERIA FOR MUNICIPAL SOLID WASTE LANDFILLS. For Resource Recovery facilities the minimum standards are SUBCHAPTER C. AIR PROGRAMS PART 60. STANDARDS OF PERFORMANCE FOR NEW STATIONARY SOURCES SUBPART DDDD. EMISSIONS GUIDELINES AND COMPLIANCE TIMES FOR COMMERCIAL AND INDUSTRIAL SOLID WASTE INCINERATION UNITS. All facilities must also meet any design or operating criteria exceeding these standards required by the state and local governments in which the facility is located.

Under all alternatives and provisions described herein, the collection and transportation of waste is handled by municipal or private collection firms and are not services included in this request for proposals.

Section 1

PROCUREMENT APPROACH

Purpose of Request for Proposals

The County intends to comply with the specifications set forth in Act 101, the Pennsylvania Municipal Waste Planning, Recycling, and Waste Reduction Act of 1988, by securing sufficient disposal and processing capacity, which is both economically feasible and environmentally sound, for the Municipal Waste generated within the County's borders for a period of ten years.

County Designation of Facilities and Execution of Contracts

If the proposal is accepted by the County, one of the originals will be returned to the Contractor once it is executed by the County. The County anticipates that the proposals will be reviewed, accepted and contracts executed on or January 30, 2026. The contract term will commence immediately upon execution by the County.

Pennsylvania Right-to-Know Law

If supporting information contained in the proposal is considered confidential, that information should be submitted under separate cover and clearly labeled "CONFIDENTIAL INFORMATION" on the cover along with the applicable law and/or regulation that supports the treatment of such information as confidential. The Proposal is subject to the Pennsylvania Right-to-Know Law ("RTKL") and therefore the County can make no guarantee that any material will remain confidential. The provisions set forth in the proposed Municipal Waste Disposal Service Contract attached hereto shall apply to this Proposal.

Requirements for Submitting Proposals

To be considered as a response qualified for review, proposals must meet the requirements set forth in this Section.

Proposals must be received by the date and time specified in the Introduction. Proposals received after the specified date and time will not be considered as a response qualified for review and will be returned unopened. The County reserves the right to reject any or all proposals, to request additional information or clarifications, to waive any irregularities and/or information in any proposal and to make an award in any manner, consistent with applicable laws, which is deemed to be in the best interest of the County.

Packages containing the proposals must be sealed and clearly labeled to show the name and address of the Proposer, and include the statement "Proposal-Disposal Capacity."

Proposals must be submitted in both print and electronic digital formats.

- Two printed and separately bound hard copies must be clearly marked "ORIGINAL" and contain the forms, contract and certifications as indicated and be executed with original signatures in blue ink.
- One (1) Flash Drive with each containing a copy of the proposal formatted as an MS Word or pdf file. Each Flash drive must contain all of the required information, forms, contract and certifications. The electronic file must be saved to clearly identify the facility by name.

- The printed and electronic copies must be sealed and received no later than 4p.m.on November 7, 2025, at the office of Wayne Souffrant, Director of Central Services for the County of Beaver, Beaver County Courthouse, 810 Third Street, Beaver, PA 15009.
- At that time, all timely received qualification proposals will be acknowledged but will not be read aloud.
- All proposals must be submitted in a sealed envelope, clearly marked “Municipal Solid Waste Disposal And Processing Capacity and Mechanisms To Support And Complement Materials Management Planning Objectives”.
- All proposals MUST be submitted in hard copy either in person, via US Mail or another mailing source (FED EX, UPS, etc.). Proposals that are emailed or faxed will not be accepted. Regardless of the delivery method, the County of Beaver assumes no responsibility for not receiving proposals and all parties should verify that their proposal has been received prior to the proposal submission deadline. Mailed proposals will be treated in every respect as though filed in person and will be subject to the same requirements
- *Proposals must be received no later than November 7, 2025, by 4p.m. .*

For Contractors proposing multiple facilities

- **Separate Hard Copies Required for Each Proposed Facility** The Contractor must submit two printed and separately bound hard copies clearly marked “ORIGINAL” which contain the forms, contract and certifications as indicated and be executed with original signatures in blue ink.
- **Shared Electronic Media for All Proposed Facilities** One (1) Flash Drive containing a copy of the proposal for each facility formatted as an MS Word or pdf file. Each Flash Drive must contain all of the required information, forms, contract and certifications for each facility. An electronic file must be created for each facility, must be saved to clearly identify the facility by name. However the Flash Drive may contain the files for all of the facilities submitted by the contractor.

Emergency Back-up Disposal and Processing

Contractors are required to identify a back-up facility(ies) in the event the proposed site exceeds its daily volume and/or for emergency closures.

- **Owner/Operated Back-up Facilities.** Intercompany facilities may not be identified simply by name to serve as back-ups for one another. Each facility must also submit a complete response to this RFP along with a signed contract.
- **Third Party Back-up Facilities.** A Contractor may fulfill the requirement for an emergency back-up facility by providing an agreement with a third-party facility that has submitted a proposal package.

**CAREFULLY READ THE DESCRIPTIONS AND INSTRUCTIONS FOR EACH OF THE SECTIONS LISTED.
AVOID SUBMITTING MORE INFORMATION AND DOCUMENTATION THAN THE RFP REQUESTS OR REQUIRES.
PLEASE Expedite The Submission/Review Process and Save Yourself Time And Expense By Adhering To
The Format.**

Organization of the Proposal

The proposal must consist of the following information organized into sections.

Each section must be in the order shown below, separated by clearly labeled tabs/dividers:

- Cover Letter
- Statement of Qualifications
- Experience and Qualifications of Managers and Supervisors
- Compliance History
- Certificate of Permit
- Facility Design and Operational Plan
- Permitted Volumes in Tons, Operating Hours and Performance Guarantee
- Current Available Permitted Capacity in Cubic Yards
- Financial Assurances
- Completed and Signed Contract
- Cost of Processing and Disposal
- Reserved Capacity
- Proposed Mechanisms to Support and Complement Materials Management
- Representations and Certifications
- Contractor Information

Cover Letter and Signature Requirements

A cover letter, which is addressed to the County of Beaver must accompany each proposal. The cover letter shall commit the contractor, if selected, to carry out all of the provisions of the proposal. It shall state that all information submitted and represented both in the proposal and in support of the proposal is accurate and factual. The letter shall designate by name and title the key technical and business representatives who, if the contractor is selected, will work with the County to implement any of the voluntary proposed mechanisms to support the Materials Management objectives of the Beaver County Municipal Solid Waste Management Plan.

An officer of the organization submitting the proposal empowered and authorized to sign such documents shall sign the cover letter. The same individual signing the cover letter shall sign the disposal and processing capacity contract and all forms in the proposal requiring signatures. Two printed copies of the proposal document must be clearly marked as the original and contain the original forms, the disposal and processing capacity contract and cover letter. **The original forms, the disposal and processing capacity contract, and the cover letter shall be submitted as printed hard copy and signed in "BLUE" ink.**

A copy shall be submitted as electronic media, (Flash Drive) in MS Word or pdf format with each file saved to include and clearly identify the name of the facility.

Statement of Organization's Qualifications

The organization submitting the proposal shall provide sufficient information to demonstrate and prove experience, management, and resources required to provide consistent, reliable, and legal disposal and processing facilities to Beaver County.

- A list of the **counties** currently contracting with the facility for disposal and processing capacity shall be included.
- A list of the host municipalities with which the facility has secured host agreements shall be included.
- The organization's experience in the successful operation of disposal and processing facilities shall be documented. **This section should be limited to 4 pages of text or printed material.**

Experience of Managers and Supervisors

Experience and qualifications of the management team directly responsible for the day-to-day operation of the facility proposed to accept waste shall be documented.

- This section should include a list of the site's management personnel and for each a detailed description of their industry experience, training, and responsibilities. (GM, Ops., Technical, Financial)

Facility Compliance History

A compliance history shall be provided for the facility submitting the proposal, which covers the most recent ten-year period, or if in operation less than ten years, for the length of its operating term. The history must be inclusive of Federal, State and Local Environmental Protection Acts and Regulations including but not limited to those concerning Solid Waste Management, Air Quality, Water Quality, Water Supply, Surface Mining, Oil and Gas Management, Dam Safety and Encroachment, Conservation and Reclamation.

The compliance history must list any permit or license denial, suspensions, or revocations; any notices of violations; any administrative orders, consent agreements or adjudications issued, or civil penalties assessed by Federal State or Local Regulatory Agencies. The dates and resolutions for each item listed must be included. The organization submitting the proposal must describe any summary, misdemeanor, or felony convictions and pleas of guilty and no contest obtained against the organization both within the Commonwealth of Pennsylvania and also outside of its borders. The description shall include the date, location, nature, and disposition of each stated action.

Organizations may submit a copy of **PADEP Form HWC, Compliance History, (not Form C-1)** in lieu of a written description of the compliance history. Facilities located in other states that require completion of

a similar document may submit it in lieu of a written description provided that document includes all of the information required in this section.

Certificate of Permit

A copy of the approved current operating permit, ***with the current pending expiration date clearly shown***, shall be submitted for the organization's facility proposing to accept waste. Copies of approvals for any addendums or revisions approved since its issuance by the State Regulatory Agency with direct oversight for the facilities operation.

Facility Design and Operational Plan

The organization submitting the proposal shall provide a short description of the disposal and processing facility it intends to utilize in response to this RFP. **Do not include the entire narrative from the facility's permit. Pennsylvania Facilities *should not* include the full Form 14 from their permit application. Please provide only short excerpts to demonstrate each point.**

Responses should be clear and informative without being encyclopedic. **Please submit no more than four pages of narrative** to describe the design, its components, and the operations plan.

All facilities must include in their descriptions:

A paragraph or two describing the general procedural mechanism for each item listed below.

- ✓ the name and location of the facility (including the names of the municipalities in which it is physically located),
- ✓ a brief outline of its operating plan for the life of the facility including post closure care,
- ✓ a brief description of the daily record keeping procedures and measurement of waste,
- ✓ a brief outline of its waste acceptance and monitoring program, and also
- ✓ its environmental emergency response plan.

Requirements unique to the type of facility: (no more than two–three paragraphs for each item)

A **LANDFILL** shall submit a brief description of:

- ✓ its liner system,
- ✓ methane recovery and utilization and
- ✓ method of leachate control, monitoring, and treatment (on-site/off-site).

OTHER TYPES of disposal and processing facilities shall include

- ✓ a detailed description of the technology and equipment utilized to process Municipal Waste,
- ✓ the byproducts of the process and
- ✓ the methods of handling the byproducts.

Design drawings are not required and should not be included in the proposal, but the County reserves the right to request such information during the review and/or selection process.

Additional Onsite Features and Services

A **FACILITY** shall submit a brief description of other services and features that could benefit the County's transporters, residents, commercial businesses, or municipalities:

- ✓ leaf waste or yard waste management/composting
- ✓ C&D processing
- ✓ user friendly tipping areas
- ✓ transporter comfort stations
- ✓ allowable salvaging practices
- ✓ recycling collection points and types of materials
- ✓ beneficial uses for materials
- ✓ programs for hard to manage material (tires, appliances, HHW, electronics, batteries)
- ✓ support for clean-ups illegal dumping sites
- ✓ other

Permitted Volumes and Operating Hours and Performance Guarantee

In this section the following information shall be provided:

- ✓ The current permitted average and maximum daily, yearly, and life-of-permit tonnage limits shall be listed for the organization's disposal and processing facility utilized in response to this RFP.
- ✓ The hours that facility is permitted to accept waste shall be listed.
- ✓ an outline of the preferred procedures for accepting an excessive amount of waste resulting from a natural disaster or other emergency in the County at the proposed facility
- ✓ In addition, a contingency plan for accepting waste outside of the normal operating hours or during emergency or temporary closure of the disposal and processing facility.
- ✓ The method by which uninterrupted disposal and processing service will be provided to Beaver County in the event that an emergency or other uncontrollable circumstance precludes the use of the facility.

BACK UP FACILITIES

Back-up facilities proposed for the purpose of emergency or temporary service must also submit a complete response to this RFP along with a signed contract. If applicable, the Contractor may clearly indicate that its intent is for the facility to serve solely in a back-up capacity. Facilities deemed solely for backup or temporary use are not required to submit proposed mechanisms to support and complement Materials Management Planning Objectives in addition to those proposed by the primary facility. During periods when waste is disposed at the backup facility, the primary facility will continue to be responsible for the implementation of the support programs, activities, services and other mechanisms proposed.

If not submitting a multi-facility proposal, the Contractor may fulfill the requirement for an emergency back-up facility by providing an agreement with a third-party facility that has submitted a proposal package.

Available Capacity (Airspace or Burner Capacity)

The facility proposing to accept waste must prove and document both its most current annual and also its most current quarterly airspace usage and available capacity in cubic yards based on its existing permitted status.

- ✓ **Pennsylvania landfills should submit Page 1 of the PADEP Annual Operations Report, which requires the facility to calculate the available airspace in cubic yards.**
- ✓ **Resource Recovery Facilities should demonstrate the daily throughput capacity and burner design.**

Should the facility's current available permitted capacity be less than ten years, the organization submitting the proposal shall include narrative detailing provisions for providing disposal and processing capacity beyond the fixed terms of the permit, if applicable. Options for expanding capacity shall be consistent with the current Federal, State and Local laws and regulations.

Financial Assurances

The organization must submit in the proposal the following proof of sufficient financial responsibility for the operation of the facility:

- ✓ a certificate of pollution liability and public liability insurance **with the County listed as additional insured**; and
- ✓ the closure/post closure summary bonding worksheet of the facility with the type of security, dollar amount, terms, conditions, and limits stated.

The following information would be provided later, and only upon request:

Upon request, the organization must also demonstrate sufficient financial resources to carry out the responsibilities as outlined in this RFP and to back up the contractual obligations. Proof of financial resources must be provided upon request either at the time the contractor is selected or at the time that the disposal and processing capacity contract is executed.

Proof of sufficient financial resources will be in the form of complete audited financial statements for the most recent three years of continuing operation. If the organization submitting the proposal is a joint venture, subsidiary, or partnership, the financial information must be supplied for the parent company and the parent company must state its willingness to guarantee such joint venture, subsidiary, or partnership throughout the term of the disposal and processing services contract.

Mechanisms To Support And Complement Materials Management Planning Objectives

In this section the organization will describe proposed ideas to voluntarily assist the County in attaining its Materials Management objectives. The organization will explain how it proposes to volunteer and provide such support and demonstrate it has the resources available to implement these proposed concepts.

The County welcomes creative and innovative solutions including those to capture other materials. In kind services such as recycling processing or collection, disposal, program and event sponsorships, and unrestricted donations to be applied to any of the County's material management programs are a few examples of support often suggested, however the County welcomes other creative strategies to enhance the current program and expand the availability of services to the public. It should be noted that the County provides financial support to the program in excess of @250,000 for labor and operations.

For County sponsored recycling and waste management events and operations, in exchange for their support organizations will be recognized as leaders in environmental services. They will receive prominent branding, name recognition, and high visibility on all related promotional materials.

Current and recommended programs and events to gain exposure in the community include, but are not limited to the following:

1. A series of drop-off recycling collection sites strategically located throughout the County.
2. County sponsored collection events conducted during the year for tires, and other items.
3. Expanding County sponsored glass collection events.
4. Potential Textile recycling collection events or permanent programs.
5. Plans to ensure access to recycling in typically underserved areas of the County.
6. Periodic clean-up of illegal dumping sites
7. Increasing opportunities for organics collection and management throughout the County

The proposal should describe what role the organization would assume, the resources it would dedicate to directly implement or support such voluntary program(s) or services to address the Plan's objectives, and details regarding the projected financials and estimated value to the County and the community.

Comprehensive approaches to support these Materials Management goals and objectives are preferred. Proposals that offer well planned strategies, valuable resources and sound solutions will score higher than others. Effectiveness of the proposal in improving material recovery/recycling performance and increasing clean-up efforts will result in higher rankings in the review. Contractor sponsored programs and services are at the sole risk of the Contractor. Exclusivity, participation levels, volumes, and revenue are neither guaranteed nor implied.

Signed Contract

The organization submitting the proposal shall complete and submit the signed Contract guaranteeing disposal and processing capacity. The same person authorized to submit the proposal shall sign the contract **in blue ink**.

Contract Form A-Cost of Processing and Disposal

The organization submitting the proposal shall submit a Form A as provided in the Contract Agreement. The same individual signing the cover letter shall sign the completed form, which must be included with the signed contract with the proposal. The method of price adjustment, if any, over the contract period must be explained and demonstrated with the Form. The tipping fee must include any and all Act 101 or host municipality fees or surcharges, which should also be outlined and described.

Contract Form B- Reserved Capacity

The organization submitting the proposal shall submit a Form B as provided in the Contract Agreement. The same individual signing the cover letter shall sign the completed form, which must be included with the signed contract with the proposal. The capacity reserved shall be specified in tons, and percentage

on an annual basis and by tons on a daily basis. The number of operating days each year the facility is available to accept waste must be specified.

Contract Form C- Mechanisms for Materials Management

The organization submitting the proposal shall submit for each proposed program, service, or other method of support a Form C as provided in the Contract Agreement. The same individual signing the cover letter shall sign the completed form, which must be included with the signed contract with the proposal. The Form C will serve as a cover sheet for a detailed narrative of the proposed program, service, or other method of support provided on no more than 3 additional pages per form. Each proposed mechanism must include a detailed description of the conceptual program, service, or other support. It will state materials accepted in the program, collection methods, communication and outreach methods, applicable fees, if any, features and benefits, and how it will provide countywide service.

Proposals for sponsorships of specific County operated programs or direct monetary contributions for general programming shall specify a specific lump sum or how the dollar amount will be calculated and the frequency it will be distributed.

Additionally, if the Contractor declines to offer any voluntary support it shall be indicated on the proposal form for clarity.

Additional Required Forms

Representations and Certifications Form

The organization submitting the proposal shall submit the Representations and Certifications Form as provided in this RFP. The same individual signing the cover letter shall sign the completed form, which must be included with the proposal.

Contractor Information Form

The organization submitting the proposal shall submit a Contractor Information Form as provided in this RFP. The same individual signing the cover letter shall sign the completed form, which must be included with the proposal.

Section 2

EVALUATION CRITERIA AND POINTS SYSTEM

The County will utilize the following criteria in evaluating and ranking proposals submitted in response to this RFP. The available point value and thus the importance of each in the selection criteria is noted. Items that are basic requirements for permit approval and to retain that permit status have fewer available points than those items where the Contractor has direct control and influence of the variable criteria. The review panel will include the project consultant, the County Director/Recycling Coordinator and a representative of the County Law Office. The preliminary results of the review will be shared with the SWAC and County Commissioners for added input and consensus. Proposals will be scored and ranked on a point basis.

Completeness and Adherence to Submission Guidelines- 17 available points

Contractors will be evaluated on the quality, content, and organization of the proposal in keeping with the submission guidelines and instructions included in the Request for Proposals. Submissions that are complete and succinctly address the requested information will rank higher than those that require added investigation and/or include superfluous attachments and overdocumentation.

Financial Stability – 5 available points

Contractors will be evaluated on the basis of their overall financial strength and credit worthiness as well as their public and environmental liability protection as an indication of their ability to establish and maintain a financially sound disposal and processing system. Financial assurances for closure and post closure care are important.

Regulatory Compliance – 8 available points

Contractors will be evaluated on their overall compliance history with attention given toward severity of violations, consistency of violations and most importantly, the demonstrated resolution and disposition of any such incidents.

Operating Permit Status and Capacity - 5 available points

Contractors will be evaluated on the current status, terms, and conditions of the facility's operating permit as well as the life expectancy of the facility and its available capacity as an indication of its ability to provide adequate disposal and processing service for the needs outlined by the County in this RFP. **Facilities without a currently approved permit should not submit a proposal. If and when a permit is issued, those facilities may petition the County at that time for inclusion in the Plan.**

Technical Design and Operational Plan – 13 available points

Contractors will be evaluated on the effectiveness of the facility's design and overall operation to provide a sound and reliable environmental solution to the County's disposal and processing needs as well as its ability to meet Federal, State and Local regulatory standards for municipal solid waste management. Issues such as leachate collection and treatment, methane recovery and innovative utilization, ash management, ground water monitoring systems, radiation monitoring, waste acceptance plans will be considered.

Additional On-site Services – 7 available points

Contractors should include a description of on-site services and how they could benefit the County, the municipalities, transporters, commercial businesses and other users disposing of Municipal Waste generated in Beaver County at the facility.

Solid Waste Management Experience. – 9 available points

Contractors will be evaluated on their demonstrated management experience in the successful operation of the proposed disposal and processing technology or process and their demonstrated successful performance in providing disposal and processing services through other county and municipal contracts.

Minimum and Maximum Waste Volume Expectation - 15 available points

Contractors will be evaluated on their ability to accept all or some of the municipal solid waste generated by Beaver County on a daily and annual basis for a period covering ten years along with no minimum guarantees of waste required from the County. Facilities need not commit to 100% of the County's capacity needs. However, the facilities must be capable of providing the capacity which they propose. Confirmed back-up capacity will factor into the evaluation of this section. "Put or Pay" (as defined below) contract requirements will be objectionable to the County as they are viewed as providing disincentives to recycling.

Tipping Fees and Annual Costs - 19 available points

Contractors will be evaluated based on their compliance with providing a maximum cost charged per ton for the disposal and processing service including any and all fees and surcharges resulting from Act 101, host municipality agreements or other federal or state statutes, and local ordinances and resolutions. The maximum cost per ton may not exceed the facility's published gate rates.

Normalization and weighting factors will be applied to evaluate pricing more fairly. These will include but are not limited to these issues related to travel to and from the proposed facility

1. distance from the core of the County,
2. round-trip travel time,
3. fuel consumption,
4. average cost of diesel fuel based on the U.S. Department of Energy Weekly Retail On-Highway Diesel Price, as reported at <http://tonto.eia.doe.gov/oog/info/wohdp/diesel.asp> , published closest to the due date for submission of proposals.
5. vehicle emissions,
6. other

Mechanisms To Support And Complement Materials Management Planning Objectives - 25 available points

Contractors will be evaluated on the quality and overall value of the voluntary proposed offerings and how they complement the objectives of the Beaver County Municipal Waste Management Plan. Feasibility of implementation and effectiveness in improving material recovery and management while serving the greatest portion of the County's population will be considered. Greatest benefit to the County, municipalities and users, will be factored into the evaluation.

Based upon these criteria, the contractor(s) that submitted complete responses on the date and time required by the RFP will be selected. The County reserves the right to waive any irregularities and enter into agreements with one or more of the parties with the top ranking proposals based on what is in the best interests of the County.

Conditions or constraints specified in the submitted proposals could affect the number of designated facilities selected for the Plan

Section 3

BEAVER COUNTY BACKGROUND INFORMATION

Location and General Characteristics

Location and General Characteristics

Beaver County is located in Western Pennsylvania . The majority of the population is centered around Beaver County's River towns including the Boroughs of Beaver, Monaca, Rochester and Bridgewater. The remainder of the County is considered semi-rural.

Collection and Disposal Network

Several municipal contracts exist for waste collection services in Beaver County. However, private subscription is still the predominant scenario in the outlying rural areas. Services are offered by a limited number of private sector haulers and public works employees. Numerous contractors and businesses are also known to have Act 90 Waste Transporter Authorization to collect and transport municipal waste. A recycling drop-off collection system is operated by Beaver County Department of Sustainability and Waste Management and serviced by a contracted hauler. Recycling is collected curbside in many of the communities by a contracted hauler. The Beaver County Recycling Center receives residential source separated materials. Likewise, the Beaver County Compost Facility receives leaf and yard waste. Residents, businesses, industries, and commercial haulers deliver material to the Center and Compost Facility.

Current Processing And Disposal Practices

The Beaver County Municipal Solid Waste Management Plan utilizes a form of flow control. In accordance with the provisions of Act 101, the County entered into processing and disposal capacity agreements with a number of qualified processing and disposal facilities. Disposal is limited to those sites designated in the Plan. Local haulers, businesses, and municipalities must use the facility(ies) designated to receive Beaver County Municipal Solid Waste. The current disposal capacity contracts are due to expire before the end of June 2026.

A large portion of Beaver County's municipal waste is currently disposed at Brunner Landfill located in Beaver County. Seneca Landfill also receives notable quantities. Lesser amounts were disposed at the Waste Management Arden Landfill and Republic's Imperial landfill. Both Mahoning and Carbon Limestone Landfills were out-of-state sites that reported notable quantities of waste originating in Beaver County. No guarantees, or put or pay provisions, were made by Beaver County for minimum waste volumes to be delivered for processing and disposal as part of any of the existing agreements. It is anticipated that sometime before January 2026 new contracts will be executed with qualified facilities, based on the content of this RFP, for a minimum term of ten years.

Projected Landfill Capacity Requirements

This section presents the estimated future disposal capacity required for Beaver County. It is based on current facility destination reports for waste reported as originating in Beaver County. These include reports to PADEP and also reports made directly to Beaver County. The projections assume a steady rate of MSW generated per capita, and projected changes in population.

Population. The Pennsylvania State Data Center at the Pennsylvania State University has produced State and county population projections for the Commonwealth of Pennsylvania. Presented below are county totals from the 2010 Census and projections for 2010 to 2040. Results from the 2020 Census were not yet available when the procurement process occurred. As the plan is being developed, more current population estimates should be available and may differ slightly from this vintage data.

Table 1. Beaver County Population Projections: 2025-2050

2020 Census	2025 Estimate	2030 Estimate	2035 Estimate	2040 Estimate	2045 Estimate	2050 Estimate
167, 860	166,577	164,741	162,245	159,316	156,075	152,940

Current Reported Disposal of MSW. Facility destination reports for waste reported as originating in Beaver County indicate slightly inflated results from what would be expected based on the demographics and shrinking population of the County. It is suspected that transfer station operations are the likely cause of these deviations.

Estimated Future Generation Rate for MSW. The USEPA reports on national MSW generation and disposal rates. In recent years, the generation rate per capita has been about 0.85 tons/person/year with little variation. The discard rate has also been relatively constant at about 0.52 tons/person/year. Thus, for projection purposes, it was assumed that Beaver County’s own per capita generation rates of approximately .73 tons per capita annually (rounded) will remain unchanged. Similarly, for Sewage Sludge the annual rate of 0.06, tons per capita annually and for Construction Demolition Waste 0.02 tons per capita annually will remain steady as well.

Table 2 presents projected disposal capacity requirements for the years 2026 through 2035. The figures are based on the estimated baseline population for 2025 provided by the Pennsylvania State Data center and the US Census Bureau and a constant per capita generation rate with adjustments due to projected population changes.

Table 2. Projected Landfill Capacity Requirements Beaver County 2026 through 2035

	Population	MSW	Sewage Sludge	Construction Demolition	Combined Total
2026	166,210	121,333	10,920	3,943	302,407
2027	165,844	121,066	10,896	3,935	301,741
2028	165,479	120,800	10,872	3,926	301,077
2029	165,114	120,533	10,848	3,917	300,413
2030	164,741	120,261	10,823	3,908	299,734
2031	164,247	119,900	10,791	3,897	298,835
2032	163,754	119,540	10,759	3,885	297,938
2033	163,263	119,182	10,726	3,873	297,045
2034	162,773	118,824	10,694	3,862	296,153
2035	162,245	118,439	10,659	3,849	295,193

Section 4

CAPACITY AGREEMENT

The following Contract/Agreement shall be executed between the County and the Contractor. The contract signed in BLUE ink must be included in the Contractor's two ORIGINAL proposals with reproductions in the electronically formatted copy. The contract shall become effective on the date the agreement is signed by the Beaver County Board of Commissioners

MUNICIPAL WASTE PROCESSING AND DISPOSAL SERVICE CONTRACT

THIS MUNICIPAL WASTE PROCESSING AND DISPOSAL SERVICE CONTRACT (hereinafter referred to as the "Contract") entered by and between THE COUNTY OF BEAVER , Beaver, Pennsylvania, hereinafter jointly referred to as the "County" AND

(Name of Facility/Parent Company)
hereinafter referred to as the "Contractor" whose permitted processing and disposal facility Permit No _____ issued by _____ is located in _____ (Municipality)(ies), _____ County, _____ State.

WITNESSETH:

WHEREAS, the County, acting through the Board of Commissioners has developed and adopted the 1991 Municipal Waste Management Plan for Beaver County and its revisions in 2000, 2004, 2014 and 2025 in accordance with the requirements of the Pennsylvania Municipal Waste Planning, Recycling and Waste Reduction Act of 1988 ("Act 101); and,

WHEREAS, the municipalities in Beaver County have duly approved and ratified this 1991 Municipal Waste Management Plan for Beaver County pursuant to the requirements of section 501 of Act 101; and,

WHEREAS, this 1991 Municipal Waste Management Plan for Beaver County and its revisions in 2000, 2004 and 2014, and 2025 requires that all Municipal Waste generated within Beaver County must be disposed only at a Municipal Waste processing and disposal facility that is designated by the County pursuant to this plan to insure the availability of adequate permitted processing and disposal capacity for the Municipal Waste generated in Beaver County; and

WHEREAS, Act 101, requires the County, as part of its plan, to provide for assurance for capacity or the processing and disposal of all Municipal Waste expected to be generated within the County for a period of at least the next ten (10) years, and further requires the County to execute and submit to the Department, contracts evidencing the implementation of its approved Plan and insuring sufficient available processing or disposal capacity; and,

WHEREAS, the Contractor wishes to be designated by the County as a Municipal Waste processing or disposal facility where the Municipal Waste generated within Beaver County must be disposed; and,

WHEREAS, the Contractor is willing to guarantee the availability of adequate, permitted processing or disposal capacity for such waste and the costs for such services for a ten-year contract period in exchange for such designation by the County; and,

WHEREAS, the County and the Contractor now desire to enter into this Contract in order to effectuate the Materials Management objectives of the Municipal Waste Management Plan for Beaver County and to further set forth the agreements between the parties with respect thereto;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and pursuant to the parties' intent to be legally bound under the Uniform Written Obligations Act, 33 Pa.C.S. § 6, the undersigned hereby agrees as follows:

I. DEFINITIONS

Unless the context clearly indicates otherwise, the following words and terms, as used in this Contract, shall have the following meanings:

Acceptable Waste -Waste that Contractor is permitted to manage, process, store and/or dispose at the Landfill, or Resource Recovery Facility in accordance with its Permit for a Solid Waste Processing and Disposal Facility, which was issued by the Pennsylvania Department of Environmental Protection ("DEP") or the equivalent regulatory agency in the state where the facility is located and under applicable Pennsylvania law or that in which the facility is located, including, but not limited to, the Pennsylvania Solid Waste Management Act and the rules and regulations promulgated thereunder; and waste which is not inconsistent with the Facility's Waste Acceptance Policy as defined herein.

Act 101 - The Pennsylvania Municipal Waste Planning Recycling and Waste Reduction Act of 1988.

Affiliate - Any individual or entity that controls, is controlled by, or is under common control with a party to this Contract, or in the case of a sole proprietor, any blood relative or employee of the contractor, as designated by this Contract.

Bulky Waste (White Goods) -Large items of Refuse, including, but not limited to, appliances, furniture, auto parts, trees, branches or stumps which may require special handling due to their size, shape or weight.

Commercial Waste -All solid waste originating from commercial establishments engaged in non-manufacturing or non-processing business, including, but not limited to, stores, markets, office buildings, restaurants, shopping centers and theaters.

Construction Demolition Waste – Municipal Solid waste resulting from the Construction or Demolition of buildings and other structures, including, but not limited to, wood, plaster, metals, asphaltic substances, bricks, block and unsegregated concrete.

Contract -The Municipal Waste Processing and Disposal Service Contract, between the County and the Contractor.

Contractor-The Facility and Parent Company identified as such on the first page of this contract or any permitted successors, assigns, or affiliates.

County -The County of Beaver, Pennsylvania, acting by and through the Beaver County Board of Commissioners, or their designated representative.

Department or DEP The Pennsylvania Department of Environmental Protection (DEP).

Domestic or Residential Waste -Solid waste comprised of Garbage and Rubbish, which normally originates from residential private households or apartment houses.

Beaver County- a sixth class county located in the Commonwealth of Pennsylvania

Facility—Land, structures and other appurtenances or improvements where municipal waste processing and disposal is approved and permitted to occur under Federal and state law. A Facility includes a landfill, a resource recovery facility, a waste-to-energy facility, a digester and/or other municipal solid waste processing and disposal technologies operating under the provisions of a permit approved and issued by the Pennsylvania Department of Environmental Protection or the state regulatory agency in which the operation is located.

Garbage -Putrescible animal or vegetable wastes resulting from the handling, preparation, cooking, serving or consumption of food and food containers.

Hauler and Waste Collector -Any person, firm partnership, association or corporation, including any municipality, engaged in the business of collecting and transporting municipal solid waste to processing or disposal facilities.

Hazardous Waste -A solid waste or combination of solid wastes which, because of its quantity, concentration or physical, chemical or infectious characteristics may: (1) cause or significantly contribute to an increase in mortality or an increase in morbidity in either an individual or the total population; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed or otherwise managed; or (3) is otherwise defined as "hazardous" by any Federal or State statute or regulation.

Industrial Waste -Solid waste resulting from manufacturing and industrial processes, including, but not limited to, those carried out in factories, foundries, mills, processing plants, refineries, mines and slaughterhouses.

Institutional Waste Solid waste originating from institutions including, but not limited to, public buildings, hospitals, nursing homes, orphanages, schools and universities.

Landfill -The Contractor's permitted landfill identified on the first page of this contract.

Leaf Waste -Leaves, garden residues, shrubbery and tree trimmings, and similar material, but not including grass clippings.

Materials Management Support – Voluntary services , programs, or financial assistance that promote the recovery of specific materials from the municipal solid waste stream to further the goals and objectives of the Beaver County Municipal Solid Waste Management Plan. Materials Management Support includes Contractor operated services and programs as well as financial aid and in-kind support donated to the County by the Contractor.

Municipal Recycling Program A source separation and collection program for recycling Municipal Waste, or a program of designated drop-off points or collection centers for recycling Municipal Waste, that is operated by or on behalf of a municipality .The term shall include any source separation and collection program for composting leaf waste that is operated by or on behalf of a municipality. The term does not include any program for recycling construction and demolition waste or sludge from sewage treatment plants or water supply treatment plants.

Municipality -Any city, borough, incorporated town, township or county or any municipal authority- created by any of the foregoing.

Municipal Waste or Solid Waste -Garbage, Refuse, industrial lunchroom or office waste and other material, including solid, liquid, semi-solid or contained gaseous material, (but excluding Hazardous Waste) resulting from operation of residential, municipal, commercial or institutional establishments or from community activities; and any sludge not meeting the definition of residual or hazardous waste 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 or material approved by DEP for beneficial use.

Operator - Any person or municipality that operates a municipal solid waste processing or disposal facility.

Owner - The person or municipality who is the owner of record of a solid waste processing or disposal facility.

Permit -A permit issued by the Pennsylvania DEP to operate a Municipal Waste disposal, processing or transfer station facility.

Permit Area -The area of land and water within the boundaries of the permit, which is designated on the permit application maps as approved by the Pennsylvania DEP, or equivalent regulatory agency in the state in which the facility is located.

Proposal – Complete response to the Request for Proposals for Municipal Waste Processing and Disposal Services that was submitted by Contractor to the County.

“Put or Pay”- A requirement to guarantee delivery of predetermined quantities of waste to a facility which also requires payment to the facility regardless of whether or not the waste was delivered for processing and disposal.

Recycling - The collection, separation, recovery and sale or reuse of metals, glass, paper, leaf waste, plastics and other materials which would otherwise be disposed or processed as Municipal Waste.

Refuse -Discarded waste materials in a solid or semi-liquid state, consisting of Garbage, Rubbish or a combination thereof.

Remaining Permitted Capacity -At any time the remaining weight or volume of Municipal Waste that can be disposed at a permitted Municipal Waste disposal or processing facility. The term shall only include the weight or volume capacity for which the Pennsylvania DEP (or the equivalent regulatory agency in state which the facility is located) has issued a permit.

Residual Waste -Any Garbage, Refuse, other discarded material or other waste, including solid, liquid, semi-solid or contained gaseous material resulting from industrial, mining and agricultural operations and any sludge from an industrial, mining or agricultural water supply treatment facility, wastewater treatment facility or air pollution control facility, if it is not hazardous.

Resource Recovery Facility -A facility that provides for the extraction and utilization of materials or energy from Municipal Waste that is generated off-site, including, but not limited to, a facility that mechanically extracts materials from Municipal Waste, a combustion facility that converts the organic fraction of Municipal Waste to usable energy and any chemical or biological process that converts Municipal Waste into a fuel product or other usable material. The term does not include methane gas extraction from a Municipal Waste landfill, nor any separation and collection center, drop-off point or collection center for recycling Municipal Waste, or any source separation or collection center for composting leaf waste.

Rubbish -Non-putrescible solid wastes consisting of combustible and non-combustible materials including leaf wastes.

Sewage Sludge -The coarse screenings, grit and dewatered or air-dried sludges, septic and holding tank pumpings and other residues from municipal and residential sewage collection and treatment systems.

Stabilized Sewage Sludge -Sewage sludge that has been treated to reduce odor potential and the number of pathogenic organisms. Treatment methods include anaerobic and aerobic digestion, composting, lime stabilization and chlorine stabilization.

Tipping Fee -The schedule of fees established by the owner or operator of a transfer station, sanitary landfill, processing and/or resource recovery facility for accepting various types of solid waste for processing or disposal.

Unacceptable Waste -Any material that by reason of its composition, characteristics or quality, is ineligible for disposal at the processing and disposal facility pursuant to the provisions of the Resource Conservation and

Recovery Act of 1976, 42 U.S.C. S2605 (e), the Pennsylvania Solid Waste Management Act, 35 P.S. S6018.101, et seq., or other applicable Federal, State or local law; or any other material that the Contractor concludes would require special handling or present an endangerment to the landfill, the public health or safety, or the environment.

II. SCOPE OF CONTRACT

1. Designation as Processing and Disposal Site

In consideration of Operator's Covenants and this Agreement, the County hereby agrees to include operator's Facility in its Plan as a designated processing or disposal facility for Municipal Waste generated in the County.

2. Effective Date

This Contract shall become effective and the contractor shall begin providing Municipal Waste processing and disposal, service for the County under the terms and conditions of this Contract on the date the Contract is duly executed by the Board of County Commissioners.

3. Term of contract

The term of this Contract shall commence on the effective date, and shall terminate on the earlier of (a) any event, the effect of which is to permanently terminate the validity of the DEP Permit for the Facility (or the equivalent regulatory agency in state which the facility is located) or (b) Ten (10) years, or (c) terminated in writing by consent of both parties.

4. Compliance with Applicable Laws

The parties to the Contract agree that the laws of the Commonwealth of Pennsylvania shall govern the validity, construction, interpretation and effect of the Contract. The Contractor shall conduct the service of Municipal Waste processing and disposal as provided by for by the Contract in compliance with all applicable federal and state regulations and laws. The contract and the work to be performed as described herein is also subject to the provisions of all pertinent municipal ordinances which shall be made a part thereof with the same force and effect as if specifically set out therein.

5. Breach of Contract

If the Contractor fails to materially perform in a satisfactory manner in accordance with applicable Permit requirements or regulations the County shall have the right to demand in writing adequate assurances from the Contractor that steps have been or are being taken to rectify the situation. Within ten (10) days of receipt of any such demand the Contractor must submit to the County a written statement that explains the reasons for the non-performance or delayed, partial or substandard performance during that period and any continuance thereof. The Contractor shall also have the option to appear before the County to present any such explanation. Upon the failure of the contractor to submit a statement or failure of the Contractor to correct any such condition within fifteen (15) days after responding to the demand by the County, unless the County has agreed to a longer period (which agreement will not be unreasonably withheld), the County may, except under the conditions of force majeure, as defined herein, assess liquidated damages to the Contractor in accordance with the provisions stated herein and/or to terminate the Contract, and as a remedy make demands under any remedy available to the County as provided by law.

6. Penalties and Actual Damages

A. It is hereby understood and mutually agreed by and between the Contractor and the County that the Municipal Waste processing and disposal services to be performed under this Contract are vital for the protection of public health and welfare *and* it is further understood and agreed that the services to be performed under this Contract will be commenced on the date specified in this Contract.

B. It is hereby understood and mutually agreed by and between the Contractor and the County that reporting of complete and accurate data in the format required by this Contract is vital to evidence the implementation of Beaver County's approved Plan and the continued availability of sufficient processing or disposal capacity *and* it is further understood and agreed that the reports to be submitted under this Contract in the format required will be received by the County on the dates specified in this Contract.

1. A Contractor that operates, or whose parent company operates, a transfer station that receives Beaver County municipal waste for transport to a designated facility shall also submit a report from the transfer station in accordance with Section IV.

C. If the Contractor neglects, fails or refuses to provide the Municipal Waste processing and disposal services in accordance with the terms and provisions of the Contract, and as a result thereof there is a disruption or termination of the Municipal Waste processing and disposal services to be performed by Contractor under this Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as actual damages for such breach of Contract for each and every calendar day that such service is disrupted or terminated.

D. The amount of actual damages shall be equal to any additional total waste processing and disposal cost (i.e., any processing and disposal cost in excess of the amount that haulers normally would have paid for processing and disposal of the same amount of waste at the Contractors' Facility under the contract), if any, plus any additional total waste transportation costs (i.e., any transportation cost in excess of the amount that haulers normally would have paid for transporting the same amount of waste to the Contractors' Facility) if any, that the haulers have incurred for transportation and processing and disposal of the Municipal Waste to an alternative processing or disposal facility or transfer station.

E. The Contractor shall not be responsible for the payment of any actual damages whenever the County determines that the Contractor was without fault and the Contractor's reasons for the breach of Contract are acceptable. Furthermore, the Contractor shall not be responsible for any actual damages under the conditions of force majeure as defined herein.

F. If the Contractor neglects, fails or refuses to provide the complete and accurate reports in the format required by the County in accordance with the terms and provisions of Section IV of the Contract, then the Contractor does hereby agree, as a partial consideration for the awarding of the Contract, to pay to the County an amount to be determined as hereinafter set forth as penalties for such breach of Contract for each and every calendar day that such reports in the format required by the County are late, incomplete, inaccurate or insufficient.

G. The amount of penalties shall be calculated at the rate of \$300 per day for each and every calendar day past the required date for submission. If more than one report required in Section IV of the Contract is to be submitted on the same calendar day then the amount of penalties shall be calculated separately for each and every report that is late, incomplete, inaccurate or insufficient or improperly formatted.

7. Force Majeure

Neither the Contractor nor the County shall be liable for the failure to perform their duties and obligations under the Contract or for any resultant damages, loss or expense, if such failure was the result of an act of God, riot,

insurrection, war, catastrophe, natural disaster or any other cause which was beyond reasonable control of the Contractor or the County and which the contractor or County was unable to avoid by exercise of reasonable diligence.

8. Assignment of Contract

No transfer or assignment of the Contract or any right accruing under the Contract shall be made in whole or in part by the Contractor without prior express written approval by the County (which approval shall not be unreasonably withheld). In the event of any delegation of a duty, the delegate shall assume full responsibility and liability for performance of that duty without affecting the Contractor's liability, and shall be responsible for compliance with and performance of all terms and conditions of this contract including but not limited to provisions for sureties and assurances of availability of 10-year service.

9. Change of Ownership

In the event of any change of control or ownership of the Contractor's Facilities the County shall maintain the right to hold the original owner solely liable. However, the County, at its option may determine that the new ownership can adequately and faithfully perform the duties and obligations of the Contract for the remaining term of the Contract, and elect to execute a novation, which will allow the new ownership to assume the rights and duties of the Contract and release the former ownership of all obligations and liabilities. The new ownership would then be solely liable for the performance of the Contract and any claims or liabilities under the Contract.

10. Waivers

A waiver by either party of any breach of any provisions of the Contract shall not be taken or held to be a waiver of any succeeding breach of such provisions or as a waiver of any provision itself. No payment or acceptance of compensation for any period subsequent to any breach shall be deemed a waiver of any right or acceptance of detective performance.

11. County's Obligations

County shall not be obligated by the terms of this Contract to guarantee the delivery to Contractor's Facility of any minimum quantities of Municipal Waste or payment for any services provided by Contractor to any hauler.

12. Illegal and Invalid Provisions:

In the event any term, provision or other part of the Contract should be declared illegal , inoperative, invalid or unenforceable such term or provision shall be amended to conform to the appropriate laws or regulations. In the case of illegal or invalid provisions, the remainder of the Contract shall not be affected and shall remain in full force and effect.

13. Joint and Severable Liability

If, after the date hereof, the Contractor is comprised of more than one individual, corporation or other entity, each of the entities comprising the Contractor shall be jointly and severally liable.

14. Binding Effect

The provisions, covenants and conditions of the Contract shall apply to and bind the parties, their legal heirs, representatives, successors and assigns.

15. Entire Agreement /Amendments to the Contract

The provisions of this Contract, together with the Agreements and exhibits incorporated by reference, shall constitute the entire Municipal Waste Processing and Disposal Capacity Contract between the County and the Contractor, superseding all prior processing and disposal capacity agreements or contracts, if any, except as otherwise provided in this Contract. No amendment or modifications of the terms and conditions of the Contract shall be made prior to the date the Contract is duly executed by the Beaver County Board of Commissioners. Once the Contract is duly executed by the Beaver County Board of Commissioners, no amendment or modifications of the terms and conditions of the Contract shall be effective unless such amendment or modification is in writing and signed by authorized representatives of all parties entitled to receive a right or obligated or perform a duty under the Contract. A signed original amendment to the Contract shall be furnished to all parties to be attached to the original Contract. The County and the Contractor agree that any existing Municipal Waste processing and disposal contracts between them are hereby rendered null and void and superseded by this Contract.

16. Merger Clause

The Contract shall constitute the final and complete agreement and understanding between the parties. All prior and contemporaneous agreements and understandings, whether oral or written, including, without limitation, the proposal submitted by the Contractor, shall be without effect on the construction of any provisions or terms of the final contract if they alter, vary or contradict the Contract.

17. Notices

All notices, demands, requests and other communications under this contract shall be deemed sufficient and properly given if in writing and delivered in person, or by recognized carrier service to the following addresses, or sent by certified or registered mail, postage prepaid, with return receipt requested, at such addresses. Provided, if such notices, demands, requests or other communications are sent by mail, they shall be deemed as given on the third day following such mailing, which is not a Saturday, Sunday or day on which United States mail is not delivered:

For the County:

Director

***Beaver County Department of Sustainability and
Waste Management***

469 Constitution Blvd.

New Brighton, PA 15066

For the Contractor:

Notice Address as shown on Form B.

Either party may, by like notice, designate any further or different addresses to which subsequent notices shall be sent. Any notice under this Contract signed on behalf of the notifying party by a duly authorized attorney at law shall be valid and effective to the same extent as if signed on behalf of such party by duly authorized officer or employee.

III. SERVICE, OPERATIONS, AND PERFORMANCE

1. Services of the Contractor

The Contractor agrees to accept, process and dispose specified quantities and types of Municipal Waste for disposal originating from sources located in Beaver County, in accordance with all applicable Federal, state and local regulations. In addition, the Contractor agrees to provide and implement the programs, services or other support for Materials Management documented on Form C. Nothing herein shall prohibit any Contractor from

entering into any separate contract with another person or municipality to provide such waste collection and/or transportation services.

2. Types and Quantities of Municipal Waste

The specific types and quantities of Municipal Waste that will be accepted at the Contractor's Facility under this contract shall be those as listed in Form B:

Annual adjustments to the maximum Municipal Waste quantities shown on Part B1 may be permitted if the request for adjustments is made in writing at least sixty (60) days in advance of the anniversary of the effective date of the Contract . Any quantity adjustment request will be mailed to the County by United States Postal Service, Certified Mail. If an authorization is approved, it will be considered an amendment to this Contract and the adjusted quantities will supersede those previously in effect.

3. Maximum Tipping Fees or Rate Schedule

The maximum rate or tipping fee to accept the various types of Municipal Waste shall be consistent with those listed on Form A.

4. Delivery of Wastes

The Municipal Waste to be accepted at the Contractor's Facility under this Contract will be delivered to the Contractor's Facility by municipal and/or private waste haulers. The waste haulers responsible for delivering the Municipal Waste that will be accepted under the contract will be those required to be authorized by the Pennsylvania Waste Transportation Safety Act ("Act 90 ") as well as those regularly engaged in the business of waste transportation but are exempted by Act 90. Only Municipal Waste materials delivered to the Contractor's Facility by authorized and such exempt waste haulers shall count towards any maximum waste quantity limits under the Contract. Contractor shall be responsible for obtaining a current list of the authorized waste haulers from the appropriate State agency.

5. Minimum Hours of Operation

Unless mutually agreed upon otherwise by the Contractor and the County, the Contractor will accept delivery of Municipal Waste from waste haulers authorized by Act 90 as well as those regularly engaged in the business of waste collection and transportation in Beaver County during the hours shown on Form B, excluding generally recognized business holidays, including without limitation (President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas and New year's Day). In the event of any lengthy travel time from sources in the County to an out-of-county processing and disposal facility, the Contractor will be required to exhibit flexibility in the operating hours for accepting wastes from Beaver County. The Contractor shall have complete discretion to make additional arrangements for accepting waste at any earlier or later hours and/or on Sundays.

6. Complaints

The Contractor shall receive and respond to all complaints from waste transporters authorized by Act 90 as well as those regularly engaged in the business of waste collection and transportation in Beaver County regarding the acceptance of waste materials at his Facility. Any complaints received by the County will be directed to the Contractor. In the event the Contractor cannot satisfactorily resolve a complaint within five (5) days after receipt of the complaint, the County shall have the right to demand a written explanation or satisfactory resolution of the complaint pursuant to the breach of contract provisions herein.

7. Municipal Recycling Programs

The County and individual municipalities in Beaver County shall have the right to establish and operate any municipal recycling programs, including drop-off recycling centers and curbside collection programs, to source separate and remove recyclable materials from the Municipal Waste stream prior to the delivery of the waste to the Contractor's facility. The Contractor shall notify the County in the event Contractor becomes aware that materials that are being collected in the County and/or municipal recycling programs are being routinely delivered to Contractor for waste processing and disposal. The Contractor shall cooperate with the County in reaching the Commonwealth of Pennsylvania's Recycling goals.

8. Title to Solid Waste

Except in the case where any unacceptable waste or Hazardous Waste is delivered to the Contractor's Facility, the title to the Municipal Waste and any benefits of marketing any materials or energy recovered from the Municipal Waste shall pass to the Contractor upon delivery of the waste to the Contractor's Facility and acceptance of the waste by the Contractor.

9. Unacceptable or Hazardous Waste

The Contractor shall have the right and discretion to inspect and reject any such Hazardous and/or Unacceptable waste delivered to the Facility by the haulers servicing the county. The waste haulers authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt from Act 90, shall be responsible for the prompt removal and processing and disposal of any such unacceptable waste and shall bear all costs associated with the subsequent removal, transportation and processing and disposal of such Hazardous and/or Unacceptable waste.

10. Basis and Method of Payment

A. The County shall not be responsible for the direct payment of any tipping fees to the Contractor under the Contract. All tipping fees shall be paid directly by the municipal and/or private waste haulers, which deliver the waste to the Contractor's Facility.

B. The Contractor shall be responsible for the billing and collection of all tipping fees from the waste haulers. The method of billing and collection arrangements between the waste haulers and the Contractor shall comply with all applicable Federal and State laws governing such commerce and business activities.

C. The County shall not be responsible for failure of any waste hauler, authorized or otherwise, to pay the Contractor's tipping fees and no such fees will be paid by the County. In the event County is notified of repeated delinquency or non-payment by any waste hauler of Contractor's tipping fees, County may enforce any remedies, which may be available to the County.

D. The Contractor shall not charge a tipping fee to any waste hauler authorized by the Pennsylvania Waste Transportation Safety Act 90, as well as those regularly engaged in the business of waste transportation but are exempt from Act 90, that is greater than the maximum rates established by this Contract for each type of waste originating in Beaver County. Nothing in this Contract shall be construed to prevent or preclude the Contractor from negotiating alternate tipping fees with any waste hauler provided such fees do not exceed the maximum rates under this Contract.

11. Rate Escalation and Adjustments

A. If Contractor desires to adjust the maximum rate or tipping fee for processing and disposal of each type of Municipal Waste under the Contract in excess of the amount provided in Form A in the RFP submitted by Contractor to the County, the Contractor may request the consent of the County for such increase by providing the County with at least 60 days advance written notice of the proposed increase. Consent to any proposed

increase shall be at the sole discretion of the County. The notice of proposed increase to the County shall be delivered to the County by United States Postal Service, Certified Mail on or before October 1 of the year prior to the proposed effective date of the increase.

B. Unless the County and Contractor mutually agree to an alternate date, all annual rate adjustments shall become effective on January 1st of each year of the Contract to be consistent with the starting dates and new contract periods of most Municipal Waste collection contracts.

C. The Contractor may also request consent of the County at any time for additional rate or fee adjustments on the basis of unforeseen changes in operating costs resulting from any new or revised federal, state or local laws, ordinances, regulations or permit requirements, which were not in effect at the time when the original Contract was awarded. The Contractor shall have the burden of preparing and submitting any necessary information to support and document any such rate adjustments. The County shall have the right to inspect, by itself or by an independent auditor, any pertinent financial records that document the need for a rate adjustment using audit standards similar to the Federal procurement regulations. The County shall also have the right to modify the amount of a rate increase requested, modify the effective date of a rate adjustment or to reject a rate increase petition for lack of justification.

D. In the event that any one rate adjustment petition for unforeseen changes in the operating costs of the processing or disposal facility, as set forth in paragraph C above, or the cumulative impact of several such rate adjustment petitions, results in a rate increase greater than 25 percent of the base tipping fee under this contract, the County at its discretion shall have the right to solicit new Municipal Waste, processing and disposal service proposals and the right to terminate this Contract, if in the judgment of the County, more favorable processing and disposal contracts can be secured from other facilities.

E. All annual rate adjustments shall be calculated on only the actual operating cost for the Contractor's processing and disposal facility. All annual rate adjustments as set forth in , demonstrated and included with Form A represent the total tipping fee including any and all fees, taxes, and surcharges as described. Any fixed pass-through or add-on surcharges or costs, such as the surcharge for the recycling fund, post-closure trust fund and County or host municipality benefit fee imposed on Pennsylvania Facilities by Act 101 or any other surcharge or pass-through cost imposed by any host county or municipality, will be deducted from the maximum rate or tipping fee prior to calculating any annual rate adjustment.

12. State Legislated County Fees or Surcharges

In the event that legislation should be enacted during the period of this contract authorizing the County to assess fees or surcharges for the administration and implementation of its solid waste and recycling programs the County reserves all such rights and privileges to negotiate and collect such fees from the Contractor.

13. Mechanisms to Attain Materials Management Objectives

Within 4 months from the effective date of this contract the Contractor shall submit to the County a detailed outline including a timeline describing how the Contractor will introduce any programs or services for Material Management proposed on Form C. These programs and services shall be fully implemented no later than 12 months from the effective date of this contract. Any monetary support for County programs and services proposed on Form C shall commence January 1, 2026.

IV. RECORD KEEPING AND REPORTING REGULATED WASTE

1. The Contractor will be required to install and maintain a scale to weigh all incoming waste to the contractor's Municipal Waste processing or disposal facility or, in the case of a transfer station, to weigh all Municipal Waste delivered to the County designated processing or disposal facility by the transfer station. The scale used to weigh Municipal Waste shall conform 3 Pa.C.S. Chapter 41 (relating to the Consolidated Weights and Measures Act) and 70 Pa. Code Part I (relating to weighmasters) and applicable regulations thereunder;. The operator of the scale shall be a licensed public weighmaster under 3 Pa.C.S. Chapter 41 and 70 Pa. Code Part I. and applicable regulations thereunder;

2. Daily Operational Records

The Contractor shall make and maintain an operational log for each day that Municipal Waste is received, processed or disposed. At a minimum, the following information shall be recorded in the daily operational log:

- A. The total weight of each type of Municipal Waste received at the Facility from all sources;
- B. The County from which the Solid Waste originated, or if the waste originated from outside the state, the state from which the waste originated; and
- C. The name of each waste hauler or transporter delivering Municipal Waste to the Facility.
 - 1. Loads from transfer facilities should be made distinguishable from those directly hauled.

3. Quarterly Operation Reports

The Contractor shall prepare and submit on forms approved by the County a quarterly operation report. The quarterly operation reports shall be submitted to the County on or before the 20th day of April, July, October and January of each year for the preceding three (3) month calendar period ending on the last day of March, June, September and December, respectively. At a minimum, the following information shall be included in each quarterly operation report:

- A. The total weight of each type of Municipal Waste received from all sources within the County during each month of the quarterly reporting period;
- B. The names of the waste haulers or transporters and self-haulers that delivered waste originating from sources in Beaver County.
- c. A summary of the total weight of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Beaver County;
- D. A summary of the total weight of each type of Municipal Waste received each month from all waste haulers and self-haulers delivering waste originating from sources in Beaver County. Loads from transfer facilities should be made distinguishable from those directly hauled; and
- E. A Contractor that operates, or whose parent company operates, a transfer station that receives Beaver County municipal waste for transport to one of the designated facilities shall also submit a report from the transfer station showing:
 - 1. The names of the waste haulers or transporters and self-haulers that delivered Municipal Waste originating from sources in Beaver County.
 - 2. A summary of the total weight of each type of Municipal Waste received each month from each waste hauler or transporter and self-hauler delivering waste originating from sources in Beaver County.

3. The total amount of tons of Beaver County Municipal Waste transported from the transfer station to each disposal facility designated in the Plan to receive waste from Beaver County.

The inbound and outbound tons of Beaver County waste must reconcile.

F. A Contractor that operates Materials Management programs or services proposed on Form C shall include with the report

1. A summary of the total weight of each type of material recovered in each program or service
2. The dates and locations of collection events for each program or service
3. The number of cars at each collection event
4. The number of homes serviced in direct request pick-up programs

4. Annual Operational Status Information

At a minimum, the Contractor shall submit with a cover letter the following information to the County on or before June 30th of each year:

- A. For Municipal Waste landfills, a description of the capacity or volume used during the past year and the remaining permitted capacity based upon the annual topographic survey information;
 - a. The annual operating reports that must be prepared and submitted to the DEP by Pennsylvania processing and disposal facilities (or equivalent regulatory agency in the state in which the facility is located) may constitute acceptable information for portions of the annual operating report for the purposes of the Contract, provided they are accompanied by completed and accurate forms approved by the County along with any required supporting information.

B. A current Certificate of Insurance as evidence of continuing insurance coverage for public liability insurance as required under the Contract;

C. For Resource Recovery or other Municipal Waste processing facilities, the name and the location of the landfill disposal facilities where any bypassed wastes, unprocessable waste and waste by-products, such as incinerator ash, were ultimately disposed;

D. Copies of all notices of violation, civil penalty assessments and/or administrative orders issued by federal, state or county regulatory authorities to the owner and/or operator of the Facility during the year; and

E. If available to the Contractor, Certificate of good standing- from its bonding company.

5. Administrative Inspections

Upon reasonable notice, and during regular business hours, the County and its authorized representatives shall have access to Contractors' logs and records pertaining to the quantities and sources of Municipal Waste for the purpose of verifying compliance with the terms and conditions of this Contract.

6. Special Reporting Requirements

The Contractor shall provide written notification to the County of any permit modification applications for the following types of permit changes, on the same date the application is first submitted to the Pennsylvania DEP (or equivalent regulatory agency in the state in which the facility is located):

- A. Changes in the permitted site volume or capacity,
- B. Changes in the permitted average and/or maximum daily waste volume or loading rates,
- C. Changes in the excavation contours or final contours, including the final elevations and slopes,
- D. Changes in the permitted acreage, and
- E. Changes in ownership.

V. PUBLIC LIABILITY INSURANCE REQUIREMENTS

1. Insurance Requirement

The Contractor shall be required to maintain in full force and effect throughout the term of the Contract, and any renewal or extension thereof a general liability insurance policy to provide continuous coverage against third party claims for property damage and personal injury, as specified in Chapter 271 of the DEP's Municipal Waste Management Regulations (Pennsylvania Bulletin, Vol. 18, No. 15, April 9, 1988) and the following section. The effective date of the required insurance policy shall be prior to the initiation of any waste processing and disposal services under this Contract. Contractor shall cause County to be added as an additional insured on all policies of insurance required under the terms of this Contract.

2. Proof of Insurance Coverage

The Contractor shall be required to submit to the County proof of insurance coverage upon execution of the Contract. At a minimum, the proof of insurance shall consist of a certificate of insurance which:

- A. States the name of the insurance company, the insured owner and facility covered by the policy.
- B. Identifies the kinds of coverage provided by the policy and the amounts of coverage, exclusive of legal costs.
- C. Identifies the beginning and ending dates for the policy.
- D. Specifies that a minimum 30-day period written notice shall be given by the insurer to the County and the Owner, by certified mail, before any cancellation or other termination of the policy becomes effective.
- E. States that the insurer is liable for payment on the policy without regard for the bankruptcy or insolvency of the insured.
- F. Be signed by an authorized agent of the insurance company.

3. Maintenance of Insurance Coverage

The Contractor shall be required to submit to the County a current certificate of insurance as evidence of continuous insurance coverage as part of the annual operation report required under the Contract. The annual certificate of insurance shall contain the same information and provisions as specified in the original proof of insurance certificate under the requirements of the preceding paragraph. Failure to submit the required proof of insurance or to maintain the required minimum insurance coverages would be considered a default by the Contractor in accordance with the provisions of the Contract.

VI. NONDISCRIMINATION

Neither the Contractor nor any subcontractor nor any person(s) acting on his behalf shall discriminate against any person because of race, sex, age, creed, color, religion, national origin or any other protected category.

VII. INDEMNIFICATION

The Contractor or its successors and assigns shall indemnify and save harmless the County, their officers, agents, servants and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees resulting from any willful or negligent act or omission of the Contractor or its successors or assigns, its officers, agents, servants and employees in the performance of this Contract; provided however, that the Contractor or its successors and assigns shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and other attorney fees arising out of the award of this Contract or the willful or negligent act or omission of the County, their officers, agents, servants and employees.

VIII. PERMITS

The Contractor shall be responsible for obtaining any and all permits necessary for the construction and operation of the Municipal Waste processing and disposal facilities required to comply with the terms and conditions of the Contract, and any and all costs or expenses of obtaining such permits. Failure to obtain and maintain permits shall constitute a breach of this Contract.

IX. Right-to-Know Law

The Pennsylvania Right-to-Know Law, 65 P.S. § 67.101-3104, applies to this Contract.

Unless the Contractor provides the County in writing, with the name and contact information of another person, the County shall notify the Contractor's Project Coordinator using the Contractor information provided by the Contractor in the legal contact information provided in this Contract, if the County needs the Contractor's assistance in any matter arising out of the Right-to-Know LAW ("RTKL"). The Contractor shall notify the County in writing of any change in the name or the contact information within a reasonable time prior to the change.

Upon notification from the County that the County requires the Contractor's assistance in responding to a RTKL request for records in the Contractor's possession, the Contractor shall provide the County within 14 calendar days after receipt of such notification, access to, and copies of, any document or information in the Contractor's possession which arises out of the Contract that the County requests ("Requested Information") and provide such other assistance as the County may request in order to comply with the RTKL. If the Contractor fails to provide the Requested Information within 14 calendar days after receipt of such request, the Contractor shall indemnify and hold the County harmless for any damages, penalties, detriment or harm that the County may incur under the RTKL as a result of the Contractor's failure, including any statutory damages assessed against the County.

The County's determination as to whether the Requested Information is a public record is dispositive of the question as between the parties. The Contractor agrees not to challenge the County's decision to deem the Requested Information as Public Record. If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, the Contractor will immediately notify the County, and will provide a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL within seven (7) calendar days of receiving the request. If, upon review of the Contractor's written statement, the County still decides to provide the Requested Information, the Contractor will not challenge or in any way hold the County liable for such a decision.

The County will reimburse the Contractor for any costs associated with complying with this provision only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

The Contractor agrees to abide by any decision to release a record to the public made by the Office of Open Records, or by the Pennsylvania Courts. The Contractor agrees to waive all rights or remedies that may be available to it as a result of the County's disclosure of Requested Information pursuant to the RTKL. The Contractor's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

WITNESS the execution hereof, the parties expressly intending to be legally bound pursuant to the Uniform Written Obligations Act, 33 P.S. §6, Contractor and County have caused this contract to be executed by their respective duly authorized agents, as of the date and year first written.

COUNTY OF BEAVER

_____, Chair

_____, Commissioner

_____, Commissioner

DATE _____

ATTEST: _____ *Chief Clerk*

CONTRACTOR

CONTRACTOR: _____

TITLE: _____

WITNESS; _____

TITLE: _____

Form A – Cost of Processing and Disposal

Name of Facility _____

Maximum Tipping Fees Per Ton For Each Category of Waste

The maximum tipping fee shall not exceed the posted gate rate.

Include all applicable surcharges, fees, taxes from Legislation, Regulation, or Programs of State, Federal, County or Host Municipalities

Show a breakdown of those fees in the following table

Indicate any annual escalators that will apply or attach a separate table demonstrating future rates.

	MSW	Construction Demolition	Sewage Sludge	Other	Other
Base Tipping Fee (without taxes, and other fees)					
List Name of Fee, Tax, Surcharge below.	List Amount for Each Fees, Taxes, Surcharges that will apply to Beaver County MSW				
Total Tipping Fee including all fees and surcharges					

Form B -Reserved Capacity by Waste Type

FACILITY: _____

Types and Quantities of Municipal Solid Waste				Specify tons per day and tons per year		
Year	MSW Only	C&D	Sludge	Other	Other	Total
2026						
Tons Per Day						
Tons Per Year						
2027						
Tons Per Day						
Tons Per Year						
2028						
Tons Per Day						
Tons Per Year						
2029						
Tons Per Day						
Tons Per Year						
2030						
Tons Per Day						
Tons Per Year						
2031						
Tons Per Day						
Tons Per Year						
2032						
Tons Per Day						
Tons Per Year						
2033						
Tons Per Day						
Tons Per Year						
2034						
Tons Per Day						
Tons Per Year						
2035						
Tons Per Day						
Tons Per Year						

Form B - Part II Total Reserved Capacity

Total Combined Quantities of all Accepted Categories of Municipal Waste

YEAR	TOTAL BEAVER MSW TONS PER YEAR (all categories)	PERCENTAGE Reserving Capacity for % of Beaver MSW Annually (all categories)	ANNUAL TONS Reserving Capacity for #Tons Beaver MSW Annually (all categories)	OPERATING DAYS Estimated Annual Working Days	TONS PER DAY Reserving Capacity for #Tons Beaver MSW Daily (all categories)
2026	302,407				
2027	301,741				
2028	301,077				
2029	300,413				
2030	299,734				
2031	298,835				
2032	297,938				
2033	297,045				
2034	296,153				
2035	295,193				
2026	302,407				

Operating hours from _____ to _____ Monday through Friday and from _____ to _____ on Saturdays,

Notices

All notices, demands, requests, and other communications under this contract shall be delivered to:

Contractor: _____

Address: _____

Attention: _____

Form C – Proposed Mechanisms to Support and Complement Materials Management Planning Objectives

Name of Facility _____

Proposed Support (use one page per each type of proposed support

(examples: unrestricted monetary donation for any materials management expenditure, sponsorship of county program(s), in-kind services (collection/processing), equipment, free disposal for illegal dumping cleanups, collection events, printing, etc.)

Description (Provide a detailed narrative that explains the proposed support mechanisms. Outline the benefits to the County, municipalities, transporters, businesses, and residents. Quantify the financial value and qualify the environmental value of the proposed support. Describe how the proposal will bring added value to the quality of life in Beaver County) Attach additional pages as needed.

Section 5

REQUIRED PROPOSAL FORMS

The following forms shall be completed, signed by an official authorized to bind the Offeror, and attached to the proposal.

1. Representations and Certifications Form
2. Contractor Information Form

Representations and Certifications

Company _____

Facility _____

Authorized Official _____

An officer of the organization submitting the proposal empowered and authorized to sign such documents makes the following representations and certifications as part of this proposal:

1. Certification of Non Collusion and Independent Price Determination

I certify that as an officer of _____, I have lawful authority and have thus been empowered to submit and execute the proposal contained herein; that neither have I nor any representative of _____ has either directly or indirectly entered into any agreement, express or implied with any representative or representatives of other companies or individuals submitting such proposals for the object of controlling of price, the limiting of proposals submitted, the parceling out of any part of the resulting contract or subject matter of the proposal or proposals or any profits thereof; and that I nor any representatives of _____ have not nor will not divulge the sealed proposal to any person or persons except those having a partnership or other financial interest with him or her in the proposal or proposals until after the said sealed proposal or proposals are opened.

I further certify that neither I nor any representative of _____, have been a party to collusion among proposers in restraint of the freedom of competition by agreement to make a proposal at a fixed price or to refrain from submitting a proposal or with any state official or employee as to quantity, quality, or price in any discussions between proposers and any County official concerning exchange of money or other things of value for special consideration in the letting of the contract and that neither I nor any representative of _____ have paid, given, donated or agreed to pay give or donate to any official, officer, or employee of Beaver County any money or other thing of value either directly or indirectly.

2. Acceptance Period

I agree to allow 180 days from the date of this proposal for acceptance thereof by the Commissioners of Beaver County.

3. Ambiguity

I recognize and accept that in the case of any ambiguity or lack of clarity in stating fees, prices or other information and conditions in the proposal, the County shall have the right to construe such

prices or information and conditions in a manner most advantageous to the County or to reject the proposal.

4. Contingent Fee Representation

I certify that _____ has not employed or retained any company or person other than a full time bona fide employee working solely for _____ to solicit or secure this contract nor has it paid or agreed to pay any company or person other than a full time bona fide employee working solely for _____ any fee commission, percentage or brokerage fee contingent upon or resulting from the award of this contract. I agree to furnish any information relating to both conditions as requested by Beaver County.

5. Equal Employment Opportunity

I assure that neither the employees, applicants for employment, nor those of any labor organization, subcontractor or employment agency in either referring or furnishing employee applicants are discriminated against by _____.

Executed under penalty of perjury this _____ day of 2025,

at _____

By _____ (name)

_____ (title)

SEAL _____ (company)

Date: _____

On _____, 2025, before me, the undersigned, a Notary Public in and for _____, personally appeared _____, known to me to be the _____ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of _____, this _____ day of _____ 2025.

Notary _____

My Commission expires _____ Notary Public

Contractor Information

Company__ _____

Address _____

Phone __ _____ Fax _ _____

Owner/President__ _____

Type of organization (corporation, joint venture, partnership, individual)

— _____

For joint ventures, indicate role and ownership share of each participant. Providing information for each. List any and all subcontractors.

Proposed Processing and Disposal Facility

— _____

Permit #/ State /Date Issued/Expiration

— _____

Physical Location

(County/Municipalities)_ _____

Have you or any officer of the company or facility ever failed to complete any contract awarded in your own name or that of the company or facility?

If yes, explain who, where and why__ _____

Have you or any officer of the company or facility ever failed to complete any contract awarded in your own name or that of any other company or facility?

If yes, explain who, where and why _____

Are you or any officer of the company or facility engaged in any contracts for services similar to those contained in the proposal herein?

If yes, explain who, where and when _____

Have you or any officer of the company or facility your partners or joint ventures been party to a lawsuit issued within the past three years that might impact your ability to perform the obligations of this contract?

If yes, explain who, where and why _____

Have you submitted a complete an accurate compliance history outlining any and all judicial actions, convictions, consent orders or agreements, violations, and resolutions for any environmental, or public health and safety laws and regulations?

Explain or comment on any desired actions _____

Executed under penalty of perjury this _____ day of 2025

at _____

By _____ (name)

_____ (title)

SEAL _____ (company)

Date: _____

On _____, 2025 before me, the undersigned, a Notary Public in and for _____, personally appeared _____, known to me to be

the _____ of Company that executed the within instrument on behalf of the Proposer therein named, and acknowledged to me that such Proposer executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal in the County of _____, this _____ day of _____ 2025

My Commission expires _____