

# TOWNSHIP OF HAVERFORD



Request for Proposals:  
Municipal Solid Waste Management Consultant  
“Haverford Township Curbside Food Waste Collection Proposal”  
April 26, 2023

### **A. PURPOSE**

The Township of Haverford, Delaware County, PA (“Township”) seeks proposals from qualified and experienced individuals, agencies, teams, firms, organizations, companies, corporations, consultants (Respondents) who have proven and demonstrated expertise in solid waste management consulting to propose viable long-term solutions to institute a new opt-in curbside food waste pickup program in Haverford Township.

### **B. SCOPE OF WORK**

Throughout the entire length of services the Respondent shall work directly with Township staff through scheduled meetings in person, by phone, and/or video conferences. The Respondent will provide logistical technical assistance to determine the feasibility, implementation and transition to curbside composting collection. Two major options for implementation that should be considered are:

Option 1: Third-Party contracted curbside food waste collection

Option 2: Township curbside food waste collection

The Respondent should gather information on township waste management operations in coordination with public works staff which may include site visits and virtual or in-person meetings. The expected output of the Respondent would include a written report, executive summary, and in-person presentation to the Township Board of Commissioners (BOC) that covers the following for each option (1-5):

- 1) Cost/savings of adding this new service: detailed cost estimates and potential funding sources for initial implementation and ongoing operations for at least five years
- 2) A weekly pickup and tipping schedule that includes trash, recycling, brush, and food waste composting pickup with detailed estimates of the redistributed waste stream loads that effectively distributes personnel and equipment resources throughout the week.
- 3) Contingency plans for unequal distribution at the start of the implementation.
- 4) Recommendations for changes of or acquisition of new equipment.

Haverford Township does not have a “pay as you throw” (PAYT) program nor immediate plans for implementation of one. However, implementation is one of the proposed actions of the 2021 Climate Action Plan, along with instituting a compost collection program to reach the waste reduction goals stated therein. It is not in the scope of this RFP to evaluate different PAYT programs for the Township but to simply evaluate how a PAYT program would influence resident participation in curbside composting and the overall projected cost/savings of curbside composting if a PAYT program would be implemented in the future. A “bag or tag hybrid PAYT” program was chosen as a reference case based on implantation of and recommendations to other Pennsylvania municipalities (See section P).

5)Future Planning: Influence of implementation of a bag or tag hybrid “pay as you throw” (PAYT) program on the cost/savings of curbside composting.

A successful output would provide the Township BOC with clear advice on the most cost effective method of implementing a new curbside food waste pickup stream that can be successfully implemented in Haverford Township. An additional phase of training assistance to township personnel and an educational package for residents for the proposed changes may be pursued after Haverford Township BOC review of the above deliverables.

**C. PROJECT SCHEDULE**

The schedule for processing the Request for Proposal (RFP) and Completion of Project is as follows:

Publish Request for Proposal:	April 28, 2023
Pre-Proposal Meeting:	May 11, 2023 at 2pm
Submission of Inquiries by Email:	May 15, 2023
Publish Responses to Inquiries:	Rolling Basis
Submission of Proposal Deadline:	June 7, 2023
Anticipated Award of Project*:	June 30, 2023
Completion of Project Tasks:	Dec. 15, 2023

\* Award of project date is contingent on the funding start date of awarded 2022 USDA CFWR

**D. PROPOSAL SUBMISSION**

The Township of Haverford will receive proposals at the following address:

David R. Burman  
Township Manager/ Secretary  
Township of Haverford  
1014 Darby Road  
Havertown, PA 19083

To facilitate processing please mark the outside of the envelope as follows: Haverford Township Curbside Food Waste Collection Proposal. The envelope shall also include the Proposer’s return address.

Proposers shall submit one (1) hard copy and one (1) electronic copy of the proposal via email. Proposals will be deemed received as of the earlier of the submissions.

Proposals received after the established deadline will be returned unopened to the Proposer.

Upon opening, proposals may be subject to public disclosure consistent with Pennsylvania’s Right-To-Know-Law.

**E. RFP REQUIREMENTS**

Written proposals shall be limited to ten pages and shall include, at a minimum, the following information:

- 1) Letter of Interest/Cover Letter/Contact Information.
- 2) Contractor Qualifications & Capabilities: Describe the qualifications and capabilities of the firm, team or individuals as they relate to project work. If any aspect of the project is to be outsourced, this must be noted in the proposal and include the outsourced firm's identifications and qualifications.
- 3) Technical Approach/Proposed Scope of Services: Describe the technical approach and proposed scope of services that will be used to complete the project.
- 4) Past Project Experience: Include descriptions of comparable projects and references.
- 5) Key Personnel Assigned to Project: Identify specific personnel that will be assigned to the following key roles for the project: Project Manager and Lead Technical Staff members.
- 6) Schedule: Provide a project schedule that identifies and tracks tasks by the anticipated duration for the overall project schedule.
- 7) Cost Proposal: In a separate sealed envelope, provide summary of the number of hours estimated to complete all tasks, hourly rates for each employee classification, other billable expenses and a total not-to-exceed cost for the identified Scope of Services.

#### **F. ELIGIBILITY**

The Township will consider Proposals submitted by qualified consultants. The following minimum qualifications must be present for a Respondent to be considered for award of a Consulting contract under this RFP:

1. Current, valid and/or required licensures, registrations, and certifications to do business in Respondent's State of Incorporation/Organization/Organization
2. Current, valid and/or required licensures, registrations, and certifications to do business in Commonwealth of Pennsylvania, if necessary to perform Scope of Work described in RFP.
3. In good standing in Respondent's State of Incorporation/organization/formation.
4. In good standing in the Commonwealth of Pennsylvania, if necessary to perform Scope of Work described in RFP.
5. Proven and demonstrable expertise in consulting and/or advisory services including, but not limited to the following: municipal solid waste management and environmental materials management, recycling and organic waste composting.
6. Proven and demonstrable experience conducting and providing feasibility studies and cost-benefit analysis, long-term market and financial analysis, return on investment (ROI)

studies, management, and methodologies, related, but not limited to, economic impact, environmental impact, transportation, land use and pricing structures.

7. Knowledge, familiarity and understanding of Federal, State, regional, and local grant and funding opportunities, especially those related to waste management, infrastructure, transportation, and the environment.

#### **G. CONTRACT AWARDS AND FUNDING**

The Township anticipates entering into a lump sum or not-to-exceed contract with the Proposer who, in the sole discretion of the Township, submits the most advantageous Proposal in terms of planning approach, qualification and experience of the proposed project team, and project cost. The Township anticipates awarding one contract but reserves the right to award more than one, or none at all, if in the best interest of the Township.

The Township reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The Township may waive any informalities or irregularities contained in a Proposal or in the manner of its submittal and award a contract thereafter. The Township further reserves the right to negotiate all terms of the proposal.

#### **H. RFP DEVELOPMENT COSTS**

Neither the Township nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFP. Proposers are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the Proposer's ability to meet the requirements of the RFP.

#### **I. INQUIRIES**

Interested parties may submit questions about this RFP in writing to Eileen Mottola, Assistant Director of Parks & Recreation via email to [emottola@havtwp.org](mailto:emottola@havtwp.org). All questions or requests for clarification concerning the meaning or interpretation of this RFP are due by date established in Section C.

#### **J. ADDENDA**

The Township will issue its responses to inquiries and any supplemental instructions in the form of written addenda. Likewise, if revision or clarification to the RFP becomes necessary, the Township will provide written addenda to all known potential Proposers. Proposers shall be responsible to contact the Township to ascertain whether any addenda have been issued. Failure to do so could result in a Proposal being deemed unresponsive. All Proposers shall examine the RFP and any addenda carefully. Any ambiguities or inconsistencies should be brought to the attention of the Township in writing prior to the opening of the proposals.

#### **K. DELAYS**

The Township may delay scheduled due dates if it is to the advantage of the Township to do so. The Township will notify known potential Proposers of all schedule changes by written addenda.

#### **L. SELECTION PROCESS**

A Selection Committee will review the proposals. The Selection Committee will be comprised of representatives of the Township's appointed Environmental Committee and Township staff. The reviewers will evaluate and rate each proposal utilizing a number of criteria, including but not limited to:

- 1) Overall responsiveness and quality of the proposal in clearly stating an understanding of the work to be performed.
- 2) Technical ability of the Proposer to perform the required services.
- 3) The experience and reputation of the Proposer as represented in the response and the quality of the references.
- 4) Cost compared to proposed services to be provided.

The Selection Committee will evaluate proposals and recommend selection of the Proposer that meets the best interests of the Township. After evaluating the proposals, the Selection Committee may request additional information. In its discretion, the Selection Committee may require any Proposer to make an oral presentation of the proposal. These presentations provide an opportunity for the Proposer to clarify the proposal for the Township.

The Board of Commissioners shall be the sole judge of the Township's best interests, the proposals, and the resulting negotiated agreement. The decisions of the Board of Commissioners will be final.

The Township reserves the right to negotiate all elements of this Proposal, including but not limited to the fee structure and length of the contract.

#### **M. RIGHT-TO-KNOW ACT COMPLIANCE**

By submitting a Proposal, each Proposer agrees to abide by the terms of the Pennsylvania Right to Know Act (the "Act") with respect to documents prepared under any subsequent contract that are in the possession of the consultant. The consultant further acknowledges that any documents or work product produced by consultant under any subsequent contract may be subject to public disclosure as required under the Act and that consultant agrees to work with the Township to timely produce any such documents as required under the Act. The consultant agrees to indemnify and hold the Township harmless for any penalties or damages incurred by the Township that are related to the consultant's failure to abide by the terms of this Section. The terms of this Section shall survive termination of this contract.

#### **N. INDEMNIFICATION/HOLD HARMLESS AGREEMENT**

Consultant, for itself, its successors and assigns, hereby agrees, to the extent permitted by law, to indemnify, protect, defend and hold harmless the Township and the Township's representatives, including but not limited to supervisors, officers, attorneys, directors, employees, elected officials, agents, contractors, successors and assigns from and against any and all losses, liabilities, claims, demands, causes of action, damages (including consequential and/or any other

damages allowed by law), costs, including reasonable attorneys' fees, and reasonable expenses of every kind and nature, whether or not covered by insurance, arising out of, resulting from or caused by, in whole or part, any negligent act, error, omission or willful misconduct (whether or not such acts or omissions constitute a violation of applicable law or of this Agreement) on the part of the Consultant, its agents, employees, officers, workers, and/or subcontractors in connection with this Agreement, including but not limited to, those in connection with loss of life, bodily injury, personal injury, damage to property, contamination or adverse effects on the environment, any liability for fines, fees or penalties for violations of any statutes, ordinances, codes, rules, regulations or standards applicable to the services performed by Consultant, its agents, officers, employees and/or subcontractors. This obligation to indemnify, defend and hold harmless Haverford Township, and Haverford Township's representatives, officers, directors, employees, elected officials, successors, and assigns, shall survive the termination of this Agreement.

## **O. INSURANCE**

Before commencing performance of any services under this Agreement, the Provider shall procure, pay for, and maintain the following minimum types and limits of insurance, on forms reasonably acceptable to Township. Such insurance shall be maintained in full force and effect until final acceptance of the Services or the completion of all post-acceptance warranty or related work by Provider, whichever is later.

Coverage shall be obtained from insurance carriers approved to transact that class of business in the state where the work will be performed, having an A.M. Best Rating of A- VII or better.

Certificates of insurance evidencing that the below requirements have been met shall be provided to Township prior to the start of work.

### **1. General Liability**

Commercial General Liability, written on an occurrence basis, covering bodily injury, property damage and/or personal/advertising injury to third parties, which may arise from operations under the Agreement, whether such operations are performed by the Provider or its Sub-Consultant, with limits not less than:

Each Occurrence, Bodily Injury and Property Damage	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Provider under the Indemnification and other provisions of the Agreement.

### **2. Business Automobile Liability**

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
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3. Workers' Compensation and Employers Liability

Workers Compensation and Employers Liability as required by the state of hire and/or the state in which the work will be performed, including "other states" coverage, with limits not less than:

Workers Compensation	Statutory
Bodily Injury by Disease, each Employee	\$500,000
Bodily Injury by Disease, Policy Limit	\$500,000
Bodily Injury by Accident	\$500,000

4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$2,000,000
Aggregate, Per Project	\$2,000,000

5. Commercial Crime (if applicable)

Commercial Crime or Fidelity (Employee Dishonesty) insurance extending to third parties (i.e., theft from Owner or third parties), including but not limited to Theft of Money and Securities both on- and off-premises and in transit, ERISA, Forgery or Alteration, Computer Fraud, Embezzlement and Funds Transfer Fraud, with limits not less than:

Employee Dishonesty, First Party	\$1,000,000
Employee Dishonesty, Third Party including Theft of Property	\$1,000,000
Computer Fraud	\$1,000,000
Forgery or Alteration	\$1,000,000
Funds Transfer Fraud	\$1,000,000
ERISA	Included
On Premises	\$ 50,000
In transit	\$ 50,000
Annual Aggregate	\$1,000,000

7. Professional Liability/Errors & Omissions (E&O)



All contractors and consultants who will perform, or retain others to perform, professional services in connection with the work (including, but not limited to Architects, Engineers, Consultants, Design-Build, and Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of the Services, with limits not less than:

Each Claim	\$2,000,000
Annual Aggregate	\$2,000,000

8. Cyber/Technology Insurance (if applicable)

Cyber/Technology insurance coverage with the following coverage parts and with limits not less than:

Network Security Liability, each claim and aggregate \$1,000,000

Liability coverage for when the insured's web-based platform or computer system fails to prevent a security breach or a privacy breach, including but not limited to transmission of a computer virus and liability associated with the failure to provide authorized users with access to the web-based system.

Regulatory Liability, each claim and aggregate \$1,000,000

Liability coverage for lawsuits or investigations by Federal, State, or Foreign regulators relating to Privacy Laws.

Crisis Management (including the following coverages): Included  
Notification Expense (First party expenses to comply with Privacy Law notification requirements); Credit Monitoring Expense (First party expenses to provide up to 12 months credit monitoring);Forensic Investigations (First party expenses to investigate an intrusion into an Insured's computer system);Public Relations (First party expenses to hire a public relations firm)

Cyber Extortion \$1,000,000

Payments to a party threatening to attack an Insured's computer system in order to avert a cyber-attack.

General Insurance Provisions

Provider shall be responsible for the payment of all deductibles or self-insured retentions applicable to its insurance coverages.

All policies required hereunder other than Workers Compensation, Professional Liability, and Commercial Crime shall name Haverford Township and its officers, directors, employees, agents, subsidiaries, and affiliated companies as Additional Insureds on a primary and noncontributory basis, for losses arising from the work of the Provider or its Sub-Consultant or anyone for whom they may be liable. Additional Insured status shall include defense and shall

apply to both Ongoing and Completed Operations, for a period of not less than three years after completion of services.

All policies shall provide a Waiver of Subrogation in favor of Township and/or Township's agent(s) and/or other parties designated by Township.

If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for three (3) years following completion of the Provider's services. In the alternative, the claims-made policy shall be renewed for not less than three (3) years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

Policies shall not be canceled, terminated or non-renewed unless sixty (60) days prior written notice is sent to the additional insured parties.

#### Sub-Consultant

Provider shall require each Sub-Consultant (if any) to provide insurance as outlined above. Such policies shall name Haverford Township, Provider, and their officers, directors, employees, agents, subsidiaries, and affiliated companies as additional insureds on a primary/noncontributory basis at the limits required herein, for losses arising from the negligence of the Sub-Consultant, and shall provide a Waiver of Subrogation in favor of the Additional Insured parties. Additional Insured status shall include defense and shall apply to Completed Operations for a minimum three years after project completion.

Provider shall be responsible for securing certificates of insurance from all Sub-Providers evidencing the insurance coverages required above.

The insurance coverages and limits required herein are designed to meet the minimum requirements of Township. The Township reserves the right to modify these requirements, including limits, based on special circumstances. Additionally, if the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the Township requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Consultant. They are not designed as a recommended insurance program for Provider or its Sub-Providers. **Meeting these minimum requirements shall in no way limit, qualify, quantify, or relieve the Provider's liability and obligations under any other provision of the Agreement.** The Provider shall acquire, at its own expense, any other additional insurance coverage it deems necessary for the protection of its work under this Agreement.

#### **P. BACKGROUND and OVERVIEW**

The Township is a western suburb of Philadelphia and is composed of 50,196 residents in 17,741 households (July 2021, Census.gov). The number of households receiving municipal trash service is 16,311 (as of 8/2/22). Township personnel currently provide municipal trash (2x a week), recycling and brush (both weekly) services. Currently, the whole township gets weekly brush pickup on Mondays. There are two schedules for trash and recycling services divided

geographically, Tuesday/Thursday and Wednesday/Friday, with recycling on the second day of both schedules.

### **1. Composting Background for Haverford Township**

In 2021, the Township Commissioners passed a Climate Action Plan (CAP) for reducing our overall township emissions. According to the analyses within the CAP, solid waste accounts for 5% of our township-wide emissions. Although this is not the largest category of emissions in our township, it is a category that for the majority of the township is uniquely controlled by choices in our municipal operations. The two waste-specific objectives within township control in the CAP are to (1) Reduce Waste Generated Community-Wide by 20% by 2035 and (2) Increase Recycling and Composting Opportunities & Efforts within Township. Specific actions to achieve the first objective include A) Instituting a composting program through weekly collections and B) Instate a “pay as you throw” program to reduce waste.

We have estimated that the amount of food waste going to destructive disposal in the Township is over 4000 tons/year. The newly released PA DEP Waste Characterization Study, quantified residential waste within the Southeast PA region to consist of 18.9% food waste, 1.1% grass (not collected as part of our brush waste stream), and 3.8% yard waste. Pizza boxes are not accepted for recycling in the Township. However, our local food composting facility does accept pizza boxes for composting.

We estimate that about 4% of Township households currently compost their food waste: 2% in backyard composting and 2% with curbside pickup services (based on Mother Compost data). There are currently four commercial curbside food waste pick up services that operate in the Township: Mother Compost, EZ Composting, My Kitchen Harvest, and Rot Star Compost. The only commercial composting facility that is currently accepting food waste in the greater Philadelphia area is My Kitchen Harvest located at the Linvilla Farm, 137 W Knowlton Rd., Media, PA 19063 with a business address of their home, 733 Foss Ave., Drexel Hill, PA 19026. Due to volume constraints, we have been advised by My Kitchen Harvest that they would have the capacity to accept food waste from the Township provided that it is an opt-in program. Additionally, My Kitchen Harvest has a low tolerance for contamination which coincides better with an opt-in composting program. In order to prepare for a possible township-wide opt-in curbside food waste collection, we are instituting a number of programs for the purpose of both educating Township residents on composting as well as increasing the amount of compost generated. These programs, funded through a USDA grant and outlined in Figure 1, are:

- 1) Incentivizing households to newly hire local curb-side composting companies that do a great job at educating their customers on what goes in their collection buckets,
- 2) Providing commercial compost pick-up services at township buildings for food waste generated onsite by township staff,
- 3) Providing composting opportunities at township festivals where volunteer educators help instruct what goes in the compost bins, and
- 4) Continued education and township subsidies of backyard compost bins.

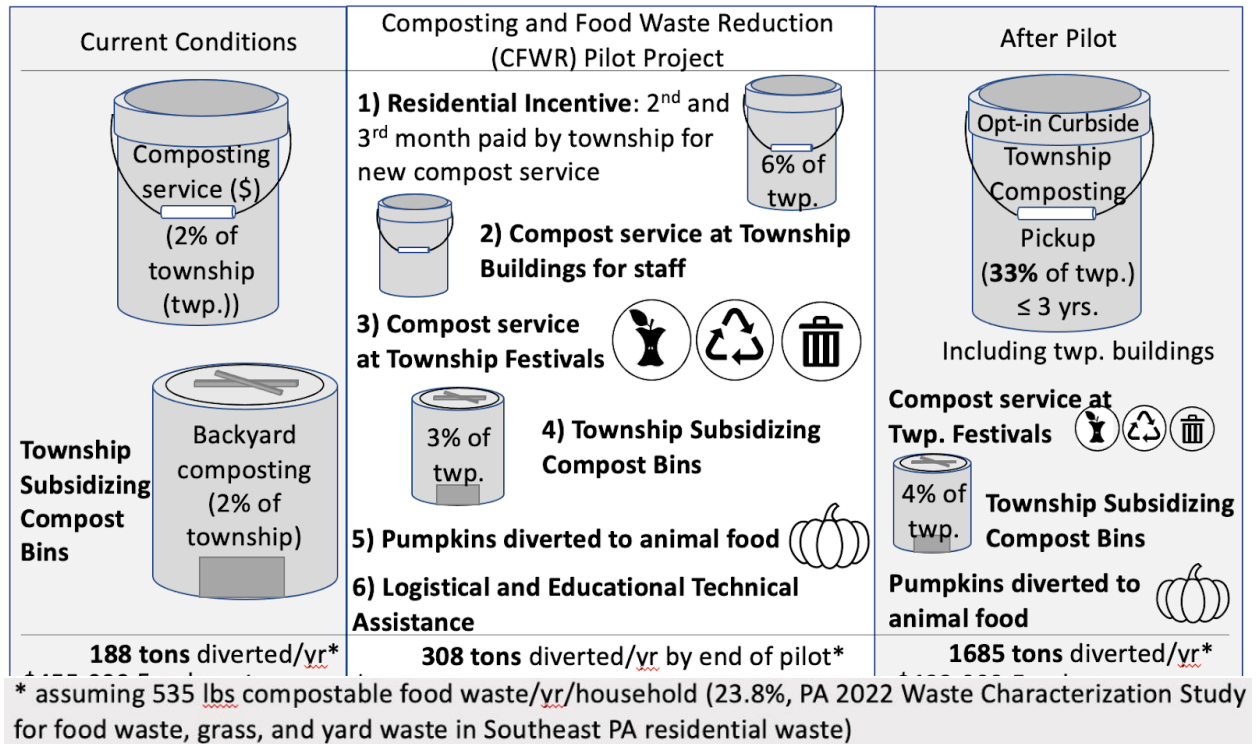


Figure 1

## 2. Example of implementation of Opt-in curbside food waste pickup nearby: Media Borough, PA

Media Borough in Delaware County, PA instituted a borough-wide opt-in food waste pickup program in 2021 following a two-year pilot program. The Media Borough is approximately 10x smaller than Haverford Township with about 1750 - 2200 households having municipal trash service. The municipality weekly collects food waste in 5-gallon buckets that the participating households place at the curb along with yard waste and pizza boxes. Previously, the borough was by calendar collecting yard waste once a month but actually collecting it almost daily due to staff decisions. The yard waste was previously tipped at the composting facility at Linvilla for a fee. Media Borough saved money by adding food waste pickup and reorganizing their yard waste collection to be weekly along with food waste pick up.

## 3. Examples of implementation of “Pay as you throw” for consideration

While the implementation of a “pay as you throw” (PAYT) program was included as a goal in the BOCs 2021 Climate Action Plan, additional consideration beyond this consulting contract would be required. For planning purposes it is useful to understand how implementation of both curbside composting and a PAYT program could influence resident participation in curbside composting and overall costs/savings.

There have been several recent detailed studies on the pros and cons of various ways to institute “pay as you throw” programs for municipalities in Pennsylvania including for the City of Scranton and North Fayetteville Township. Both of these technical assistance reports recommend that the municipalities institute a hybrid bag or tag/sticker “pay as you throw”

program that utilizes both a flat trash collection fee up to a maximum volume of trash collection with unlimited alternative collections of recycling and brush and an option to buy extra trash capacity in advance. The benefits of this hybrid “pay as you throw” program include “mitigating revenue risk by recovering some costs by traditional financing method, can be instituted quickly, inexpensively, and easily”(footnote 4). In addition, West Whiteland Township, which is approximately the size of Haverford Township, is currently operating a hybrid “pay as you throw” program where residents pay for extra labeled bags.

**4. Transfer station locations**

We utilize the Delaware County Transfer station #3 located at 3 Sussex Boulevard, Broomall, PA 19008 generally during the months of May through August. We also utilize the Covanta site in Chester, PA generally during the months of September through April.

**5. Possible New Commercial Composting Operation**

Delaware County has submitted a grant proposal for funding a new commercial composting facility to be located in Delaware County. This proposed facility could greatly reduce the capacity limitations that are currently in effect from My Kitchen Harvest. In addition, a Delaware County commercial compost facility may impact future financial calculations.