

Delaware County, Pennsylvania

Request for Proposals/Qualifications for Consultant for Municipal Waste Management Plan Revision

Delaware County is seeking proposals from qualified firms for the development of the County's Municipal Solid Waste Management Plan (MSWP) Revision.

I. Background

According to Act 101 (Municipal Waste Planning, Recycling and Waste Reduction Act of 1988) the Pennsylvania (PA) Department of Environmental Protection (DEP) requires that each county develop and submit an officially adopted Municipal Waste Management Plan (Plan) for municipal waste generated within the county. In accordance with the requirements of Act 101 and its regulations, Delaware County had the Delaware County Solid Waste Authority develop a 10-year Plan in 2013 which was revised in March 2014.

Delaware County is seeking proposals from qualified entities for the 10-year revision to the revised 2013 Municipal Solid Waste Management Plan. The primary outcomes of the Plan will be to:

1. Ensure that the County has sufficient processing and disposal capacity for its municipal waste for the next 10 years.
2. Guide the County's transition to sustainable methods of materials management using Zero Waste practices, and following the Zero Waste Hierarchy.
3. Ensure maximum feasible waste reduction of municipal waste and source-separated recyclable material.
4. Assure the effectiveness of the County's recycling programs, including market development, and investigate the feasibility of organics collection and composting methods for inclusion in the plan.
5. Conserve resources and protect the public health, safety, and welfare from the short- and long-term dangers of transportation, processing, treatment, storage, and disposal of municipal waste.
6. Evaluate the Plan to see how Zero Waste solutions can help meet other County goals and result in cost-savings and efficiencies across programs.
7. Engage with stakeholders in the county throughout the development of the Plan, and provide extensive outreach to obtain feedback from all communities, including consultation with the County's Sustainability Commission [See Appendix B for description of Sustainability Commission] to take into consideration County sustainability goals.

This Plan will be used to chart a course for administering solid waste programs and policies, through economically and environmentally sustainable methods, for the next ten (10) years. Plan requirements are outlined under Act 101 and the PA DEP regulations.

II. Proposal Requirements:

- Statement of Interest
- Description of firm's qualifications to complete this work. A principle staff member must be certified by Green Business Certification, Inc. as a TRUE Advisor in Zero Waste consulting, and

the consulting team should have experience in the development of Zero Waste Plans, following the internationally peer-reviewed definition of Zero Waste and the Zero Waste Hierarchy, as codified by the Zero Waste International Alliance.

- Comprehensive timeline for completion of task
- Description of proposed services related specifically to scope of work
- Exceptions to Form of Contract: indicate any terms of the Form of Contract (including insurance requirements) attached hereto as Appendix D to which the firm will not agree and, to the extent applicable, alternative provisions.

III. Deliverables:

- Review 10-year Disposal Capacity Agreements and prepare Facility Qualification Request (FQR), if necessary.
- Review and update the Delaware County Municipal Waste Management Plan to PA DEP requirements. Must be in conformance with current County operations, specific additions and updates as noted by County and to include update to data and waste and population projections.
- Facilitate preparation of the 901 Planning Grant application to PA DEP for current revision update and addition of a section in the Plan to promote unit-based pricing, source reduction, reuse, composting food scraps and yard waste, recycling, material recovery to capture additional recyclables in trash, and biological treatment to pre-process and stabilize residuals prior to landfilling.
- Obtain final approval of plan by County government and PA DEP.
- Survey recycling practices of the County’s 49 municipalities and provide report of findings and recommendations for improvement.

IV. Proposal Process:

a. Proposed Schedule

RFP/Q Issued	Wednesday 8/25/21
Questions Due	Wednesday 9/8/21
Responses to Questions Posted	Monday 9/20
Proposal Due	Monday 10/4
Notification of Finalists	Monday 10/18
Interviews	Monday 11/1
Final Selection of Firms	Monday 11/15
Council Approval	Monday 11/19

Such schedule is subject to change at the sole discretion of the County, and any update to the schedule will be posted at <https://delcopa.gov/purchasing/invitbid.html>.

b. Questions

Following the release of this RFP/Q, all questions must be submitted via email to CentralPurchasing@co.delaware.pa.us by the date and time shown on the proposed schedule. No telephone calls will be accepted. To the extent Delaware County determines to respond to a question, all responses will be posted at <https://delcopa.gov/purchasing/invitbid.html> by the date and time shown on the proposed schedule. In addition, responses will be shared with all firms who have recorded their interest in this opportunity by registering with the County at CentralPurchasing@co.delaware.pa.us.

c. Submissions

Responses shall be submitted by the date and time shown on the proposed schedule to the County at the following address:

Director of Central Purchasing
ATTN: CP*082521
County of Delaware
201 W. Front Street
Media, PA 19063

Proposals shall consist of two (2) unbound copies and one (1) electronic copy via flash drive in portable document format (.pdf). The use of Delaware County seal or other images that imply acceptance or endorsement by the County are prohibited. Responses and submitted documents remain the property of the County of Delaware and will be retained in accordance with applicable records retention laws.

d. Review of Responses

This RFP/Q is not subject to the competitive bidding process, and any contract entered into as a result of any proposal submitted will not be based on the concept of the “lowest responsible bidder.” Delaware County, at its sole discretion, may choose to withdraw this RFP/Q at any point in time following its release. The County may procure any services, including those that are the subject of this RFP/Q, by any other means permitted by law.

Delaware County may modify the selection process, the scope of the project or the required responses to this RFP/Q. Any such modifications will be posted at <https://delcopa.gov/purchasing/invitbid.html>.

Delaware County reserves the right, at its sole discretion, to reject any and all responses received as a result of this RFP and/or to negotiate directly for the services that are the subject of this RFP/Q. If all responses submitted are unacceptable to Delaware County, as determined in its sole discretion, Delaware County reserves the right to reject all responses and re-issue this RFP/Q. Delaware County reserves the right to reject a Proposal at any time during the review process.

Responses, and all materials submitted with a response, will become the property of Delaware County. The response of the firm may be incorporated into the final contract, in whole or in part, at the discretion of Delaware County.

The final terms of any contract will be determined by direct negotiation, and all agreements are subject to the approval of the County Council. As such, acceptance of any response does not guarantee that the County will enter into a contract with the firm.

e. Submission of a Response

Submission of a response to Delaware County constitutes express acceptance by the firm to be bound by all the terms, conditions and provisions of this RFP/Q.

f. Right-to-Know Law

Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, Delaware County is not bound by the identification of such information as propriety or confidential and will provide copies of materials provided hereunder in response to a right-to-know request as required by Pennsylvania law. Delaware County's determination of the application of the Pennsylvania Right-To-Know Law is dispositive, and by submitting a response to the RFP/Q, proposers agree not to challenge Delaware County's determination.

V. Scope of Work:

The Contractor shall be responsible for researching, collecting, and analyzing information, taking a strategic view of the next ten (10) years, and preparing a revision to Delaware County's current solid waste management plan for submission to the PA DEP. Bidders are encouraged to submit sample project documents and materials from similar projects they have completed.

The proposal will be divided into tasks and subtasks for ease of project management. Bidders must address in their proposals how they will accomplish the tasks listed in this RFP, including a proposed project budget and timeline. A County staff member shall be assigned by the County to serve as the primary point of contact for the Contractor.

The successful proposer may recommend a different approach to the project than outlined below, therefore, a final scope of work, schedule and budget will be developed with the successful proposer.

VI. Work tasks are detailed below.

Task 1: Orientation and Goal Setting:

At the outset of the project, the Contractor shall meet with County staff, collect data about the County's current practices in solid waste management, develop goals, and prepare a finding report.

1. Meet with County staff for a project orientation meeting in order to provide an understanding of project goals, schedule, specific issues, County policies, and opportunities and/or problems relating to solid waste management within the County.

2. Prior to the meeting, the Contractor shall be responsible for reviewing and understanding the reference documents of this Request for Proposals, and all relevant and applicable local, state, and federal laws.
3. In a timely fashion so as to inform the Delaware County Solid Waste Authority (DCSWA) and County Council on the cost of waste disposal options before decisions are made on where most county waste will go for disposal starting May 1, 2022, the Contractor shall use the best available pricing data to compare the status quo to the cost of two scenarios: 1) long-term private hauling to private landfills (assuming the closure of Rolling Hills Landfill, including closure costs, but not the costs of expansion), and 2) hauling directly from DCSWA's transfer stations to DCSWA's Rolling Hills Landfill while accepting only Delaware County waste for the duration of the life of landfill's final expansion, plus any waste under other agreements that must be accepted until such contracts expire. In the event that alternative scenarios cost more than the status quo in the first two years, contractor shall discuss potential funding scenarios to ensure that the alternatives are affordable, and to assess how much progress on waste reduction, recycling and composting is needed in order to close the gap of any potential cost increase. In both alternative scenarios, the Contractor shall factor in additional payments to make Chester City whole by compensating for any lost host fees under the city's Host Municipal Agreement.
4. Develop solid waste management program goals and objectives with input from the public via a new public hearing and from observing the 5/5/2021 Delaware County Solid Waste Authority public hearing, the 9/22/2021 Department of Environmental Protection public hearing on Covanta's Title V air permit renewal, the 9/30/2021 Delaware County Council public hearing on waste policy, and any other major public hearings on county waste matters that may occur in 2021 prior to entering into this contract), as well as from County staff, the County Sustainability Commission, and the Delaware County Solid Waste Authority (DCSWA) [see Appendix A for description of DCSWA]. The DCSWA will provide information to facilitate creation of the Plan. The Contractor will work with County Council and the County Sustainability Commission to ensure extensive public participation in the Plan's development.

Task 2: Solid Waste Facility Inventory:

The Contractor shall conduct an inventory of relevant solid waste facilities available in the region, collecting capacity, life expectancy, facility type, materials/wastes accepted, location, transportation costs, tipping fees, compliance history, sustainable system design, and other pertinent information. To obtain accurate tipping fee information for long-term landfill use, the County will issue an RFQ or RFI for 10-year contracting with private landfills, and DCSWA will provide all-in costs for continued use of their Rolling Hills Landfill, so that the Contractor can included this in a financial analysis of available options. The inventory should consider:

1. Types of facilities located in the region that are to be inventoried include: landfills; transfer stations; composting facilities; recycling facilities; recycling drop-off centers; reuse facilities and programs; Material Recovery Facilities (MRFs); construction and demolition (C&D) debris processors and landfills; household hazardous waste management facilities; used oil recycling; waste tire reuse and recycling; and other non-burn options available for hard-to-recycle materials such as used wood, mattresses, batteries, electronic waste, paint, and

pharmaceuticals. This list may not be inclusive; the Contractor will be responsible for ensuring that all facilities are identified and accurately designated.

2. Non-burn medical waste management facilities, contaminated soil processing facilities, and hazardous waste treatment, storage and disposal facilities should be included in the inventory for informational purposes, but a complete evaluation of these waste facilities is not required for the Plan.
3. Operational details of each facility and any limiting factors that may inhibit current or future operations must be provided. Annual tonnage limits or limits on emissions which control the amount of municipal solid waste that can be managed should be clearly identified to determine future capacities and opportunities for continued reliance on these facilities.
4. Facilities recommended for use by the County may be located outside the State. Any facility proposed for use by the County will be evaluated to determine conformity with the Zero Waste Hierarchy, labor conditions (such as OSHA accident reporting, unionization status, and provision of living wages), operating conditions, materials handled, and capacity availability.
5. To ensure compliance with Title VI of the Civil Rights Act of 1964 and the protection of communities designated as Environmental Justice areas by the Pennsylvania Department of Environmental Protection, demographic data shall be listed for all inventoried facilities processing more than 500 tons/day. This data, at a minimum, shall be provided at a radius no smaller than one mile, nor greater than five miles, including the number of people living within that radius, the median household income and/or population in poverty, and the population of racial and ethnic minorities based on the latest available U.S. Census data.

Task 3: Waste Quantities and Projections:

The Contractor shall analyze existing solid waste and recycling data, estimate waste quantities, material types and project the waste stream during the Plan period.

1. Review existing solid waste and recycling data and audit data collection and storage procedures.
2. Develop data management procedures for the ongoing collection, tracking, management and reporting of solid waste of each type produced within the area of the solid waste management plan.
3. Project the waste stream for the next ten (10) years using information such as population growth, transportation systems, geographic factors, open space and preservation, zoning and other enforcement codes, and any other information that is useful in determining solid waste generated in the County. Significant information is available from the County.
4. Estimate waste generation activities and rates from the residential, commercial, and industrial sectors to determine future waste generation rates and material types to be characterized. Prepare strategies to accommodate all municipal solid waste, construction and demolition debris, and recyclables generated in the County using data compiled during the previous task.
5. Clearly state the methodologies used to calculate waste generation quantities, both existing and projected, since these are required in the Plan. The methodologies must reference the source of information and how the methodology was developed so that, if the waste generation estimates are questioned, the methodology can be revisited to determine the validity of the estimated waste quantity. The estimates should consider the influence of the pandemic on waste stream

composition, and the potential for increased generation of disaster debris from more frequent extreme weather events.

6. Examine the issue of single-use plastics and provide recommendations for eliminating this form of waste County-wide. Also provide recommendations for phasing out uses of PVC plastics in all uses where viable alternatives may be possible within the next ten (10) years.
7. Identify alternative plans to incinerating and resultant ash that is sent to landfills. Examine the financial, health, social and other costs of the current program versus the alternatives of direct use of conventional landfilling and of a Zero Waste approach. This life-cycle analysis (LCA) should include, at a minimum, the impacts of global warming pollutants, toxic chemical pollutants (cancer and non-cancer effects), particulate matter emissions, and smog formation from emissions of nitrogen oxides and volatile organic compounds (VOCs) and their impacts on asthma and respiratory health. So that decisionmakers can understand the relative harm of all impacts considered, the LCA shall present the results so that the global warming and other health and environmental impacts can be evaluated side-by-side using the same units, such as a monetized social/environmental harm indicator. To avoid double-counting with climate models, all biogenic carbon emissions should be counted in the global warming analysis. Similarly, no fossil fuel displacement should be assumed due to the fact that trash incinerators and landfills compete within the state's Alternative Energy Portfolio Standard, and that replacement power would most likely come from non-emitting sources.

Task 4: Waste Management Activities Analysis:

The following list will be used as a guide to document and describe existing and potential waste management activities. Much of this information can be obtained from County staff. The County will rely on the Contractor to provide additional pertinent information as necessary.

1. Rethink/Redesign:
 - a. Identify how County policies and procurement decisions can build a market for recyclable products, encourage sustainable product redesign and reduced packaging, and otherwise fulfill this highest tier of the Zero Waste Hierarchy.
 - b. Describe programs that can support and encourage similar action at the municipal level, and among school districts and authorities in the County.
2. Source Reduction:
 - a. Survey and describe existing and planned County programs.
 - b. Identify State/Municipal policies and regulations regarding source reduction.
 - c. Identify current public education efforts.
 - d. Identify future programs for consideration.
3. Reuse:
 - a. Identify county and municipal-level policies and programs to facilitate repair and reuse.
4. Recycling:
 - a. Survey area MRFs and develop a common list of what materials are recyclable in the County.
 - b. Describe current programs.

- c. Describe new, planned or expanded programs, including the potential for a county-owned Material Recovery Facility, and the merits of single- vs. dual-stream collection.
 - d. Develop listing of existing markets for recyclables.
- 5. Composting:
 - a. Describe acceptable and unacceptable composting material.
 - b. Identify current composting programs available to residents and businesses.
 - c. Identify curbside pickup options or drop-off locations available to residents and/or businesses.
 - d. Identify the benefits of organics collection and composting.
 - e. Identify policies and programs to reduce food waste, and to facilitate on-site and near-site composting at/near residential and commercial properties, community gardens, and other decentralized outlets, informed by the Institute for Local Self-Reliance's Food Waste Hierarchy.
 - f. Identify policies and programs to develop commercial composting infrastructure scaled to the county's remaining needs that cannot be met with more decentralized methods.
- 6. Collection and Transfer Operations:
 - a. Identify existing collection practices and transfer operations.
 - b. Identify opportunities for environmental benefits and safety regarding collection practices.
 - c. Identify and describe viable collection practice options for implementation in the County.
- 7. Material Recovery and Biological Treatment
 - a. Describe the cost, siting possibilities, and environmental benefits of establishing a material recovery process to recover recyclable materials that end up in the municipal waste stream after all source separation efforts. Identify possible funding strategies to develop such a system, and how it might integrate into a modular county-owned material recovery facility for source-separated recyclables.
 - b. Describe the cost, siting possibilities, and environmental benefits of establishing a biological treatment process such as anaerobic digestion or aerobic composting to process organic residuals in municipal waste in order to reduce volume and water weight (saving on trucking costs) and to stabilize the material prior to landfilling, to extend landfill life and reduce nuisances associated with odors, leachate, and gas formation. Identify possible funding strategies to develop such a system, and how it might integrate into DELCORA's operations should DELCORA convert from incinerating sewage sludge to an anaerobic digestion process.
- 8. Identify and describe any options for backup capacity for municipal solid waste disposal:
 - a. Describe current and projected remaining capacity for area landfills currently being utilized by the County, as well as those not named in current Plan.
 - b. Identify and describe the best options for backup landfill capacity, based on such factors as population impacted, environmental justice analysis, available capacity, hauling distance, cost, gas management for reduced emissions, and environmental compliance history.

9. Construction and Demolition Debris Landfills (C&D):
 - a. Describe current C&D landfills and practices; current rate of use; estimate of remaining useful life; assessment of future needs.
 - b. Discuss efforts that would promote source reduction, reuse and recycling, including those to maximize building material reuse and deconstruction.
 - c. Identify and describe viable options for C&D management.
10. Identify options for management of sewage sludge:
 - a. Describe the economic and technical viability of sewage sludge pyrolysis to handle all of the county's sewage sludge.
 - b. Describe the economic and technical viability of anaerobic digestion to handle all of the county's sewage sludge prior to landfilling the digestate. Compare to emissions, costs, and economic risks of pyrolysis.
 - c. Discuss alternatives for handling sewage from DELCORA's Eastern Service Area other than building a tunnel to reroute half of the county's sewage from Philadelphia to Chester. Discuss the cost, environmental, and other implications of wetlands treatment options, of continuing the relationship with Philadelphia, and of building a new sewage treatment plant outside of Chester City.
 - d. Evaluate the financial implications of no longer importing industrial waste by truck to DELCORA's Western Regional Treatment Plant in Chester City.

Task 5: Strategic Analysis:

The Contractor will analyze the information collected, current solid waste activities, and future projections to determine the gap between the County's solid waste management practices/resources today and where the County needs to be moving during the next (10) years. This strategic analysis will be completed in coordination with County staff.

Various Zero Waste options and scenarios will be explored, described and evaluated. Strategic planning relies on the ability of the investigators to be knowledgeable about various technologies and relevant proposed and potential regulatory programs that may materially affect the future of solid waste management. These potential regulatory programs must be identified and their effect on solid waste management practices must be adequately described to help determine the viability and reliability of any strategy recommended for the 10-year term of the plan.

Recommendations will be made as to the best strategies to employ during the Plan period while complying with the intent of the regulations to protect public health, public safety, the environment, environmental justice, and natural resources.

Task 6: Solid Waste Management Plan Preparation:

Based on the Zero Waste Hierarchy, and informed by feedback from the public through public hearings, and by information provided by County staff, the County Sustainability Commission, and the DCSWA regarding how and when to prioritize and roll out the various findings of the alternatives analysis, the Contractor will prepare a draft Solid Waste Management Plan suitable for submission to the PA DEP.

This Plan must incorporate the information gained in the activities above in terms of the inventory and analysis of current facilities and programs, current and projected waste generation rates, the strategic research and alternatives, and the information gained from staff meetings and public outreach. Ten copies of the draft and final documents must be delivered in presentation quality in a bound format. Electronic copies (MSWord and PDF) of the draft and final Plan will also be submitted.

1. The Plan will incorporate the research, data compilation, analysis, strategic planning and evaluation to demonstrate Zero Waste management practices for the term of the Plan. How and when to implement alternative approaches to current practices will be explored and evaluated.
2. The Plan must clearly indicate for each individual waste or recyclable material to be generated in the County, the quantity of material to be generated, how that quantity should best be reduced / managed during the 10-year term and where that waste management technique will be accomplished.
3. The Plan must clearly define the County's solid waste management goals, objectives and actions.
4. The Plan must include a detailed implementation strategy for the 10-year term that will enable the County to accomplish the goals and objectives identified in the Plan. The implementation strategy must include the following:
 - a. Prioritized actions (giving preference to activities in the following order of priority: redesign [encouraged via procurement practices], source reduction, reuse, recycling, composting, material recovery, biological treatment, and landfilling) and the associated goal and objective(s) that it will help achieve.
 - b. Implementation schedule of the actions identified in the Plan, including milestones towards meeting the goals and objectives of the Plan and the parties responsible for meeting each milestone.
 - c. Recommendations on enforcement and how to hold parties accountable for achieving waste plan goals.
 - d. Identify the funds and resources necessary for implementing the actions identified in the Plan and strategies for obtaining the funding.
 - e. A framework for monitoring and evaluating implementation performance.
5. The Plan will be formatted according to a pre-approved outline designed jointly between the Contractor and the County. The reason for agreeing on the outline is to ensure that all regulatory requirements are met in an easily understandable, well organized approach. This outline will form the Table of Contents for the document, which must include page numbers and tabs with individual section titles. The Table of Contents will also include comprehensive lists of figures and tables, each of which will include the figure/table number, its title and its corresponding page number. The Plan will include an Executive Summary, which can serve as a stand-alone document summarizing the County's Plan.
6. Once the Plan is submitted to the State, the Contractor must be available to make any changes that are necessary to make the Plan acceptable to the State. The Plan is not complete until the PA DEP approves it.

Task 7: Prepare Final Plan:

Following receipt of comments from the public through a 30-day public comment period on the draft Plan, and a public hearing, and following feedback from Delaware County staff, the Sustainability

Commission and the DCSWA, the Plan will be presented via PowerPoint to Council and the public by the Contractor in collaboration with the DCWSA. The Plan will then be submitted to Council for vote at a subsequent County Council meeting. Once approved, the Plan will then be submitted to PA DEP for final approval.

VII. Project Management:

Quality control and project management processes for completing this project will be expected and should be explained in the proposal. The Contractor must submit drafts of each chapter of the Plan for review, with supplemental information appended as needed and reviewed in DCSWA meetings. The Contractor must attend DCSWA meetings, the frequency of which will be negotiated with County staff.

VIII. Project Budget:

Table 1 is to be completed with figures based on the scope of work identified herein. The consultant team must develop a cost estimate budget to include the hours and costs incurred to complete the project in its entirety. Labor Costs should include carrying out related studies, surveys, investigations, inquiries, researches, analyses, printing, postage, and materials acquired, consumed or expended specifically to the Plan. Travel Expenses should include preparatory meetings, site visits and DCSWA meetings. Any additional costs will be approved by Delaware County in advance of incurring the costs.

IX. Project Schedule:

Based on the scope of work presented herein, the consultant team is requested to develop a proposed project schedule.

Include a completion schedule. An accelerated schedule for completing the requirements of this project will be judged more favorably in the proposal review.

TABLE 1: PROJECT BUDGET

TASK	LABOR HOURS	LABOR COST	TRAVEL EXPENSES	TOTAL COST ESTIMATE
Task 1 – Orientation & Goal Setting				
Task 2 – Solid Waste Facility Inventory				
Task 3 – Waste Quantities & Projections				
Task 4 – Waste Management Activities Analysis				
Task 5 – Strategic Analysis				
Task 6 – Solid Waste Management Plan Preparation				
Task 7 – Prepare Final Plan				
Project Management				
PROJECT TOTAL				

Notes: Please indicate if and which Task includes more than one team member.
 The County generally requires compliance with the Federal Travel Regulations.

TABLE 2: PROPOSED PROJECT SCHEDULE

PROJECT ACTIVITY	COMPLETION TIMEFRAME
Task 1 – Orientation & Goal Setting	
Task 2 – Solid Waste Facility Inventory	
Task 3 – Waste Quantities & Projections	
Task 4 – Waste Management Activities Analysis	
Task 5 – Strategic Analysis	
Task 6 – Solid Waste Management Plan Preparation	
Task 7 – Prepare Final Draft Plan	
Task 8 – Prepare Final Plan	

Appendix A

Description of Delaware County Solid Waste Authority

The Delaware County Solid Waste Authority (DCSWA) is responsible for the processing all Delaware County trash. All forty-nine municipalities are contracted with various vendors and/or government agencies to bring trash collected within their towns to transfer stations in either Chester Township or in Marple. At the transfer stations, the trash is loaded onto transfer trailers where it is then taken to Covanta Energy, a municipal waste combustor (trash incinerator), in Chester City where it is burned and turned into ash and air emissions. 17% of County's trash is taken to Waste Management's Fairless Hills Landfill. The DCSWA also accepts and processes commercial waste from within the County in the same fashion.

In addition to transfer stations, the DCSWA also owns and operates a landfill in Berks County, Pa. where ash is accepted from Covanta Energy's Chester and Plymouth incinerators, along with municipal waste from Montgomery County, industrial waste from New Jersey, and municipal and industrial waste, sewage sludge, and construction and demolition waste from Berks County. The DCSWA also has a Recycling Coordinator who is responsible for the dissemination of information to the municipalities and who aids them in the process of obtaining grant money for recycling programs. DCSWA hosts four Household Hazardous Waste Events yearly which are located throughout the County for the safe and efficient disposal of particular items at no cost to private citizens.

DCSWA became financially independent of the County in 2009. At that time, the DCSWA no longer accepted an operating subsidy and enhanced its revenues through the institution of municipal user fees.

The Delaware County Solid Waste Authority is responsible for:

- Issuance of permits for all commercial and residential vehicles to dispose of trash at the Transfer Stations;
- Monitoring of trash at the Transfer Stations and enforcement of County ordinances dealing with refuse collection, permitting, and disposal;
- Planning, developing, designing, and administering – in cooperation with other appropriate departments and agencies of government – the expansion and modification of facilities for which the Solid Waste Authority is responsible;
- Advising County Council on matters pertaining to the responsibilities of the Authority;
- Providing management through inspection, coordination, and approval of payments for the transferal of trash materials;
- Obtaining and administering state funding available for the enhancement of recycling and other programs for which the Authority is responsible.

Appendix B

Description of Delaware County Sustainability Commission

The Delaware County Sustainability Commission was created by a resolution of Delaware County Council adopted on February 19, 2020. The Commission held its first meeting on October 29, 2020 with monthly meetings following that date. All meetings are live-streamed, with a video library of meetings present on the Commission's website.

The Commission is charged with providing reviews and recommendations to Delaware County Council and pertinent County departments regarding the preservation and protection of the natural and cultural environment of Delaware County, including:

- Recommendations regarding best environmental and energy practices in the areas of buildings, facilities and operations; fuels, vehicles, and transportation food; responsible purchasing; housing; energy sources; air quality; stormwater management; natural and cultural resource protection, wildlife preservation; and climate change.
- Identification of and assessment of environmental and energy policies the County has adopted and recommendations to promote and educate about the County's environmental and energy initiatives.
- Identification and recommendations regarding voluntary actions, projects, and programs for municipalities, businesses, non-profits, and other partners to implement County environmental and energy policies.
- Creation, review and ongoing input into a Delaware County Sustainability Action Plan.
- Recommendation of Triple Bottom Line*-related actions, projects, and programs to Council for implementation.

The members of the Commission are (1) certain designated members of County government and (2) residents of Delaware County appointed by the Delaware County Executive Director.

The Delaware County residents appointed by the Delaware County Executive Director consist of:

- Two representatives with expertise and experience in the field of energy efficiency and/or green building practices.
- Two representatives of the general public.
- Two municipal managers each representing a township or borough within the County.
- One County environmental advisory committee member.
- One representative with expertise and experience in the field of water resource management and or watershed preservation and management.
- One representative with expertise and experience in the field of environmental justice.

Term: 1 to 3 Years

Appendix C (Attached)

Reference Documents

1. 2013 DELAWARE COUNTY MUNICIPAL SOLID WASTE MANAGEMENT PLAN, AS REVISED IN MARCH 2014

Appendix D

Form of Contract

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (this "Agreement") is made this ___ day of _____, 2021, by and between _____ ("Consultant" or "Contractor") and the **COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA** (the "County").

1. Services to Be Performed. Consultant to provide services to the County as further described on Exhibit A. If there is any conflict between the provisions in Exhibit A and the provisions of this Agreement, the provisions of this Agreement shall control. This Agreement was approved by County Council on _____, 2021.

2. Term and Termination. The term of this Agreement will begin on the date first set forth above and continue until the completion of Consultant's services unless the County terminates this Agreement on five (5) business days' notice to Consultant. If this Agreement is terminated for any reason, the County shall not be liable to Consultant for any damages, claims, losses, or any other amounts arising from or related to such termination, and Consultant's fees shall only be payable as accrued through the date of termination.

3. Compensation. For providing all services under this Agreement, the County shall pay Consultant the fees set forth on Exhibit A. Consultant shall submit monthly invoices within forty-five (45) days from the last day of the month within which the work is performed. County will neither honor nor be liable for invoices not submitted in compliance with the time requirements in this paragraph unless County agrees otherwise in writing. Consultant shall be paid for services acceptable to County within forty five (45) days of receipt of each invoice. Consultant agrees to reimburse County for overpayments resulting from any reason, including but not limited to errors, contract limitations, actual or audited cost adjustments or non-compliance with applicable policies and procedures.

With the prior written approval of the County Executive Director, Consultant may provide additional services beyond those set forth on Exhibit A; provided, that the aggregate compensation and expenses paid under this Agreement may not exceed \$ _____ without further approval of County Council.

The fees set forth on Exhibit A are inclusive of anticipated expenses, including any travel expenses. Any request for payment of additional expenses (including travel) must be pre-approved, in writing by the County Executive Director, and will only be paid upon presentation of appropriate receipts. Pre-approved travel will be reimbursed at the federal GSA rate found at <https://www.gsa.gov/travel/plan-book/per-diem-rates> including lodging, airfare, and rental car expenses.

4. Compliance with Legal Requirements. Consultant shall stay fully informed of the applicable Federal, state and local laws, rules and regulations affecting the performance of this Agreement (including any grant agreement which the County has informed the Consultant applies hereto), and shall at all times comply with such laws (and the terms of any such grant agreement) as they may be amended from time to time.

5. Confidentiality and Use Restrictions. All government and business information disclosed by the County to Consultant in connection with this Agreement (including but not limited to any "protected health information" as defined under the Health Insurance Portability and Accountability Act, as amended ("HIPAA"), and the regulations promulgated thereunder) shall be treated as confidential information unless it is or later becomes publicly available through no action of Consultant, or it was or later is rightfully developed or obtained by Consultant from independent sources free from any duty of confidentiality. The County's confidential information shall be held in strict confidence by Consultant and shall not be used or disclosed by Consultant for any purpose except as reasonably necessary to implement or perform this Agreement, or except as required by law or governmental agency, provided that the County is given notice and a reasonable opportunity to obtain a protective order at the County's cost and expense. Consultant understands that the unauthorized disclosure of confidential information may violate the state and/or Federal law and

subject Consultant to civil liability. Consultant agrees to enter into any further agreement reasonably required to implement the provisions of this paragraph; including, but not limited to, a HIPAA business associate agreement.

6. Independent Contractor. It is expressly acknowledged by the parties that the County and Consultant are independent contracting parties, and Consultant shall be deemed at all times to be an independent contractor and not an employee of the County. Nothing in this Agreement shall be construed to create a principal/agent, employer/employee, master/servant or partnership or joint venture relationship. Consultant shall be responsible for paying any taxes applicable to payments made under this Agreement.

7. Limitation on Authority; No Other Obligations. Consultant shall have no authority to act for or on behalf of the County except as expressly provided for in this Agreement; no other authority, power or use is granted or implied. Consultant may not incur any debts, obligations, expenses, or liabilities of any kind on behalf of County.

8. Indemnification; Limitation on Liability. Consultant shall indemnify and hold harmless the County, its council, officials, officers, employees and agents from, and shall defend it and them against, any and all liabilities, obligations, losses, damages, judgments, costs, expenses (including reasonable legal fees and costs of investigation) arising from, in connection with or caused by any act or omission of Consultant. Notwithstanding the foregoing, Consultant shall have no obligation under this Section with respect to any loss that is caused by the gross negligence or willful misconduct of the County. THE COUNTY'S PAYMENT OBLIGATIONS UNDER THIS AGREEMENT SHALL BE LIMITED TO THE THOSE PROVIDED FOR IN SECTION 3 OF THIS AGREEMENT. THE COUNTY SHALL NOT BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, INDIRECT OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO, LOST PROFITS OR INJURY OF ANY KIND IN CONNECTION WITH THIS AGREEMENT.

9. Books and Records. Consultant shall maintain (in accordance with generally accepted accounting principles) books, records, documents, correspondence, and other data pertaining to this Agreement to the extent and in such detail as will properly reflect all costs, direct and operating of materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which funding has been provided under the provisions of the Agreement.

Consultant acknowledges that the County intends to pay all or a portion of its fees hereunder with federal grant funds received under the American Rescue Plan Act of 2021 ("ARPA"). Consultant will fully cooperate with the County in responding to any audit of the County related to the ARPA funds. Consultant shall be subject to the applicable requirements in the Uniform Guidance (2 C.F.R. Part 200).

10. Assignment; Successors and Assigns. Neither this Agreement nor any of Consultant's rights hereunder shall be assigned or subcontracted by Consultant without the prior written consent of the County except as specifically described in Exhibit A. Any purported assignment in violation of this section shall be of no force or effect. This Agreement shall be binding upon the successors and permitted assigns of the parties hereto.

11. No Third Party Beneficiaries. The parties to this Agreement do not intend, nor shall any clause be interpreted to create in any third party, any obligations to, or right or benefit by, such third party under this Agreement from either County or Consultant.

12. Amendment. This Agreement may be amended only by mutual agreement expressed in writing and signed by the County and Consultant.

13. Compliance with Law. Each and every provision required to be inserted in this Agreement by the law of the Commonwealth of Pennsylvania (the "Commonwealth") or the lawful regulations of any agency of the Commonwealth, and, if the services hereunder involve the use of federal funds, by any law of the United States of America or the lawful regulations of any federal agency applicable to this Agreement, are included herein by reference, and this Agreement shall be read, interpreted and enforced as if such provisions were set forth therein full. If desired by the County or by any Commonwealth or federal officer having power to require the inclusion of provisions and terms herein, this Agreement shall be forthwith physically amended to include such provisions over the signature of the Consultant.

14. Entire Agreement; No Waiver. This Agreement constitutes the entire understanding of the parties hereto and supersedes any and all written or oral agreements, representations, or understanding. The waiver or failure of either party to exercise in any respect any right provided hereunder shall not be deemed a waiver of such right in the future or a waiver of any other rights established under this Agreement.

15. Applicable Law, Jurisdiction. This Agreement shall be governed in all respects by the laws of the Commonwealth without giving effect to its rules relating to conflicts of laws. Consultant irrevocably consents to the exclusive jurisdiction in the Court of Common Pleas of Delaware County, Pennsylvania, in any and all actions and proceedings whether arising hereunder or under any other agreement or undertaking and irrevocably agrees to service of process by certified mail, return receipt requested, or nationally recognized overnight courier to the address set forth herein.

16. Insurance. Consultant shall, at its sole cost and expense, on forms reasonably acceptable to the County, procure the insurance listed on Exhibit B hereto. Such insurance shall be maintained in full force and effect until completion of the services hereunder. Consultant shall furnish to County Certificates of Insurance at the County's request evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required hereby.

17. Title to Work Product. Title to all deliverables generated by Consultant in performance of this Agreement shall be vested in the County to use in any manner and for any purpose it may desire. Consultant shall not publish any deliverables generated in its performance of this Agreement without the written consent of the County, to be given or withheld in its sole discretion.

IN WITNESS WHEREOF, and intending to be legally bound by this Agreement, the County and Consultant by their authorized representatives have caused these presents to be properly executed as of the date first written above.

By: _____
Name:
Title:

COUNTY OF DELAWARE

BY: _____
Chairman, County Council

Attested: _____
County Clerk

Exhibit A

Scope of Services

Exhibit B

Insurance Requirements

Contractor shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire project or the completion of all post-acceptance warranty or related work by Contractor, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the County, having an A.M. Best Rating of A- VII or better. All insurance required herein shall be written on an “occurrence” basis, not “claims-made”, with the exception of Professional Liability insurance, unless specifically approved by the County in writing.

1. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000

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

- 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: \$1,000,000 (Combined Single Limit) and \$1,000,000 (Uninsured/Underinsured Motorists Liability Limit).
- 3. **Workers’ Compensation and Employers Liability.** Workers’ Compensation and Employers Liability as required by the state in which the work will be performed, including “other states” coverage (if applicable), and USL&H and Jones Act coverage (if applicable). If Contractor is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers’ Compensation coverage.
- 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: \$5,000,000 (each occurrence) and \$5,000,000 (aggregate).
- 5. **Professional Liability/ Errors & Omissions Insurance** Professional Liability insurance covering negligent acts, errors, or omissions in the performance of its work, with limits not less than: \$3,000,000 (each claim) and \$3,000,000 (annual aggregate). Any deductible under this coverage is subject to the County’s reasonable approval and shall be the sole responsibility of the Contractor.
- 6. **Cyber Insurance.** Contractor shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Contractor for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under the Agreement, including any negligent or otherwise wrongful acts or omissions by Contractor or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under the Health Insurance Portability and Accountability Act of 1996, as amended) and Personal Information (as defined under Pennsylvania law). Upon request, Contractor shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions

insurance. Contractor shall not cancel or reduce any such insurance without prior written consent of Client. Contractor shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

General Insurance Provisions

All policies required hereunder other than Workers Compensation and Professional Liability shall name the County of Delaware and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the County of Delaware and its departments, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the County.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor. Contractor shall immediately forward any such notice to County.

Subcontractor/Subconsultants

Contractor shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name the County of Delaware and its departments, offices, and agencies; Contractor; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations. All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties. Contractor shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

Self-Insurance

If Contractor maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Contractor's most recent audited financial statement, must be provided to County for review and approval, such approval not to be unreasonably withheld. If County grants such approval, Contractor understands and agrees that the County of Delaware, county offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

Non-Waiver of Indemnification

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor, nor to limit Contractor liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.