

BOROUGH OF SOUDERTON

MONTGOMERY COUNTY

PENNSYLVANIA

**Souderton Wastewater Treatment Plant
Disposal of Biosolids**

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Bids Due: On or before 9:00 a.m., Friday May 30, 2025

LEGAL NOTICE

BOROUGH OF SOUDERTON MONTGOMERY COUNTY PENNSYLVANIA

Sealed proposals will be received by the Borough of Souderton, at the office of the Borough Manager/Secretary/Treasurer, 31 W. Summit Street, Souderton, Pennsylvania, until 9:00 a.m., prevailing time, on Friday, May 30, 2025, for the following:

Souderton Wastewater Treatment Plant Disposal of Biosolids

All bids will be opened and read aloud at a public hearing at 10:00 a.m., Friday, May 30, 2025, in the Council Chambers of the Souderton Municipal Building, 31 W. Summit Street, Souderton, Pennsylvania. The proposals will be tabulated and presented to Souderton Borough Council for formal consideration at their regular meeting on June 2, 2025 beginning at 7:00 p.m., in the Council Chambers of the Souderton Municipal Building.

Specifications and Contract Documents are available at the Souderton Borough Office during normal business hours. All proposals must be on forms furnished by the Borough of Souderton. Contractors must be prepared to submit a bid for landfill disposal of sludge generated at the Borough's Wastewater Treatment Plant. The bid or proposal must be accompanied by a certified check or bid bond in the amount of ten percent (10%) of the amount bid for the full amount of the contract, with such security made payable to the Borough of Souderton.

The Borough reserves the right to waive any informality and reject any or all proposals.

By Order of Souderton Borough Council

Sara Jarrett-Eaton, Borough Manager/Secretary/Treasurer

GENERAL STATEMENT OF INTENT

Souderton Borough, located in Central Montgomery County, Pennsylvania, desires to contract services for the disposal of sludge generated at its Wastewater Treatment Plant (WWTP). The intent of this Request for Bids (RFB) is to solicit proposals for the disposal of the Borough's sludge.

The Borough of Souderton is requesting proposals for the complete hauling and disposal of dewatered sludge from the Souderton Wastewater Treatment Plant. Copies of the most current laboratory reports are attached for the review of interested Bidders. Additional analysis reports, as may be required by a specific landfill, shall be performed at the sole expense of the Bidder.

The proposal for landfill disposal requires Bidder to supply both hauling and disposal services on behalf of the Borough. As part of this Contract, the Bidder shall supply and maintain appropriate roll off dumpsters for use by the Borough to load the dewatered sludge from the belt filter press. Bidders must be familiar with the size and associated constraints of the garage space. Bidders shall also supply any required plastic liner for the dumpster.

All bidders shall be properly licensed to haul and dispose of this waste in strict conformity with all prevailing local, state and federal regulations.

Questions regarding this RFB may be directed to Chief Operator Tyler McCarthy at 215-723-3824. Your interest in responding to this RFB is appreciated.

INFORMATION TO BIDDERS

1. The Borough Council of the Borough of Souderton ("Borough") invites bids on the forms attached, with all information properly completed. Bids will be received at the Office of the Borough Manager/Secretary/Treasurer, 31 W. Summit Street, Souderton, Pennsylvania, until 9:00 a.m. prevailing time, Friday, May 30, 2025. The bids will be opened and publicly read at 10:00 a.m. on Friday, May 30, 2025 in Council Chambers. Formal consideration of the proposals will be conducted by Souderton Borough Council at their regular meeting on Monday, June 2, 2025 at 7:00 p.m.

2. The envelope containing the bid must be sealed, addressed to Sara Jarrett-Eaton, Borough Manager/Secretary/Treasurer, Borough of Souderton, 31 W. Summit Street, Souderton, PA 18964, and designated as Bid for Disposal of Biosolids.

3. The Borough may consider nonresponsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informality in or reject any or all bids. To be considered responsive, Bidders must provide a quote on both the three (3) year base bid and five (5) year alternate, along with all alternates for option years.

4. Any bid may be withdrawn prior to the above-scheduled time for the opening of bids or authorized postponements thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof.

5. Proposals must be submitted on the enclosed form. All blank spaces for bid prices must be filled in with both words and figures. Negligence on the part of the Bidder in preparing its bid confers no right of withdrawal or modification of its bid after such bid has been opened.

6. The Borough may make such investigations as it deems necessary to determine the ability of the Bidder to perform the specified services. The Borough reserves the right to reject any bid if the evidence submitted by or the investigation of such Bidder fails to satisfy the Borough that such Bidder is qualified to carry out the obligations of the Contract. Conditional bids will not be accepted.

7. Bidders shall include Bid Security in the amount of **Ten Percent (10%) of the five-year bid** (five-year term). Any bid received without the required Bid Security shall be rejected. The Bid Security may be in the form of (1) a bank cashier's check payable to the Borough of Souderton and drawn on a United States bank or a Continental United States branch of a foreign bank acceptable to the Borough; or (2) a **Surety Bond from a Pennsylvania licensed** surety in form

and substance satisfactory to the Borough and issued by a surety company which is listed in the most recent revision of U.S. Treasury Department Circular 570, with its underwriting limitation therein stated at least equal to \$40,000,000 and signed by a Pennsylvania licensed resident agent of the surety company, accompanied by a power of attorney of the surety company, accompanied by a power of attorney of the surety company dated the date of the Surety Bond and otherwise in form and substance acceptable to the Borough. The penal sum of the Bond shall be in a specific dollar amount representing Ten Percent (10%) of the full amount (term) of the Contract.

8. The successful Bidder, upon its failure or refusal to execute and deliver a contract within thirty (30) days after it has received notice of the acceptance of its bid, shall forfeit to the Borough as liquidated damages for such failure or refusal the security deposited with its bid.

9. The Borough does not obligate itself to accept the lowest bid or any other bid. The Borough shall have a period of up to sixty (60) calendar days to award the bid.

10. The successful Bidder shall be required to furnish a bond for the faithful performance of the entire term of the Contract (three (3) year base bid and five (5) year alternate plus the alternates for option years) in the amount of One Hundred Percent (100%) of the total Bid Price of the alternative selected by the Borough, to be reduced proportionately each year to reflect performance to date so that the amount of the bond remaining at the end of each year will cover the remaining years on the Contract.

All bonds shall be filed with the Office of the Manager of the Borough no later than sixty (60) days prior to the commencement of the new bond year. Said bond shall be that of an approved surety company authorized to transact business within the Commonwealth of Pennsylvania, and proof of same shall be submitted to the satisfaction of Borough Council. Agent of the bonding company shall furnish the necessary power of attorney bearing the seal of the company and evidencing the agent's authority to execute the particular type of bond to be furnished, as well as the right of the surety company to conduct business in the Commonwealth of Pennsylvania.

11. Each Bidder shall submit with its bid a Certificate of Insurance issued by an insurance company/insurance broker satisfactory to the Borough, evidencing the existence of the mandatory minimum coverages required by this section.

General Liability, Automobile Liability, Umbrella/Excess Liability, and Pollution Liability policies shall include Borough as an additional insured on a primary and non-contributory basis. A copy of the policy endorsement showing additional insured status must be attached to the Certificate. General Liability, Automobile Liability, Umbrella/Excess Liability, Workers' Compensation and Employers' Liability and Pollution Liability policies shall include waiver of subrogation in favor of Borough.

The Certificate of insurance must provide that the policies shown on the Certificate cannot be cancelled until after thirty (30) days written notice to the Certificate Holder, except for non-payment which is ten (10) days.

- a. \$2,000,000 Products/Completed Operations
\$2,000,000 General Aggregate
\$1,000,000 Any One Occurrence
\$1,000,000 Personal & Advertising Injury
General Liability Insurance written on an Occurrence form. Policy shall include coverage for: Employees, Volunteers, and Independent Contractors; Premises, Operations and mobile equipment liability; Contractual Liability insuring the obligations assumed by the sub-contractor or vendor in this subcontract; Completed Operations and Products Liability; Broad form Property Damage Liability, including completed operations; Liability that the Subcontractor may incur as a result of the operations, acts, or omissions of its subcontractors, suppliers, agents or employees
- b. \$1,000,000 Combined Single Limit for Bodily Injury and Property Damage
Automotive Liability Insurance to include form CA 9948 Broadened Transportation Liability Endorsement
- c. Workers' Compensation and Employers' Liability:
Statutory limits as required by the Commonwealth of Pennsylvania
Employers Liability Coverage (Part 2 on your Worker's Compensation Policy)
\$500,000 Each Accident
\$500,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease
- d. Umbrella/Excess Liability coverage shall not be less than \$10,000,000 per occurrence and \$10,000,000 aggregate.
- e. Pollution Liability Coverage shall not be less than \$2,000,000 per occurrence or \$4,000,000 aggregate.

The aforesaid policies of insurance and others that may be necessary to comply herewith shall be maintained in the amounts set forth above and shall, inter alia, name the Borough as an additional insured and be designed to protect the Borough from any and all claims for damages of any kind or any nature whatsoever, including, but not limited to, wrongful death, which may arise from the obligation of the Contractor in the performance of the Contract, whether such obligation be controlled by the Contractor itself or by someone either directly or indirectly employed by the Contractor for the purpose of accomplishing some obligation incumbent upon the Contractor by the Terms of the Contract. Failure to provide the required certificate of insurance in compliance with all of the above requirements shall preclude the bid from being considered for award.

All insurance policies maintained hereunder shall be issued by an insurance carrier licensed and authorized to do business in the Commonwealth of Pennsylvania. Said policies shall remain in full force and effect until the expiration of the terms of the Contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later. Such insurance policies shall be on an "occurrence basis," with the exception of pollution coverage, which may be on a "claims made" basis. Insurance written on a "claims made" basis, other than pollution liability, shall not satisfy the requirements of the Contract. The Contractor shall deposit with the Borough Manager the original policies of insurance referenced herein or true copies thereof prior to commencing work under the Contract.

Each and every policy of insurance maintained in accordance with the terms of the Specifications or the Contract entered thereunder shall carry with it language to the effect that the insurance carrier will convey to the Borough, by certified mail, return receipt requested, written notice of any modifications, alterations or cancellations of any such policy or policies or the terms thereof, and said written notice must be received by the Borough at least sixty (60) days prior to the effective date of any such modification, alteration or cancellation. If such modifications fail to meet the minimum requirements set forth herein, the Contractor shall be deemed to be in default and the Borough shall terminate the Contract as of the effective date of said change, and insurance coverage and the surety on the Performance Bond may be held responsible by the Borough for the resulting losses. Failure to provide the required Certificate of Insurance in compliance with all of the above requirements at the time the bid is submitted shall preclude a bid from being considered for acceptance.

It shall be the responsibility of the Contractor in obtaining the aforesaid insurance coverages to obtain policies which shall protect the Borough from any and all claims whatsoever in nature regardless of the deviation of said claim and regardless of whether the same are directed toward the recovery of damages for personal injury, property damage, or any other claim of damage which may be incident to the same.

12. Each Bidder shall provide with its bid a letter from a PADEP-permitted facility stating that the landfill has the capacity to accept and will accept one hundred percent (100%) of the Borough's sludge for the full term of the Contract. Failure to provide the required letter shall preclude the bid from being considered for award.

13. The Term of the Contract shall extend from July 1, 2025, through July 31, 2027, or July 1, 2025 through July 31, 2029. Prices quoted shall be firm throughout the period of the Contract plus the alternates for option years.

14. Contract Documents shall consist of the Advertisement, General Statement of Intent, Information to Bidders, Specifications, Proposal Form, and Agreement.

NOTICE OF REQUIREMENT FOR CERTIFICATION OF NONSEGREGATED FACILITIES

Bidders are cautioned as follows:

By signing its proposal, the Bidder will be deemed to have certified that it does not maintain or provide for its employees' facilities that are segregated on the basis of race, creed, national origin, or handicap, whether such facilities are segregated by directive or on a de facto basis, and that it will not maintain such segregated facilities. Failure of a Bidder to agree to this requirement will render its bid nonresponsive to the terms of the Contract.

SPECIFICATIONS

1. General

The Contractor shall provide all labor, materials, supplies, equipment, transportation, permits, facilities and appurtenances necessary to appropriately haul and dispose of sludge from the Borough plant.

2. Sludge Handling Process

The Borough owns and operates a 2.0 mgd WWTP that provides advanced levels of wastewater treatment. The plant incorporates aerated grit removal, extended aeration for BOD, removal and nitrification, ferrous sulfate addition for phosphorus removal, final clarification, chlorination, and post-aeration.

Sludge from the Borough plant is the settled solids from the secondary clarifiers. Sludge is (a) stabilized by aerobic digestion; (b) dewatered by a belt filter press; and (c) loaded by conveyor to a roll-off dumpster housed within the mechanical building

3. Sludge Quantities

The approximate annual volume of sludge generated is 1,300 tons.

In reviewing sludge quantities, the following factors should be noted:

- The dewatering equipment normally operates eight (8) hours per day for the five (5) working days per week.
- There are limited storage capabilities for sludge at the WWTP. On-site storage of cake is limited to one roll-off container. Due to the proximity of neighbors and their sensitivity to odors, the Borough is unwilling to allow additional on-site storage.
- The sludge hauling Contractor will be required to pick up Borough sludge quantities (1) on a regular basis; (2) during normal working hours; and (3) multiple days per week for the length of the Contract.

4. Sludge Quality

The Borough's sludge is nonhazardous and approximately 18% solids by weight. The sludge undergoes proceedings through the following equipment:

- Aerobic Digestion System
- Belt Filter Press
- Conveyor System
- Storage Containers

5. Miscellaneous Items

The following items should also be considered by Bidders in preparing their proposals:

- The Contractor will be required to transport and dispose of any and all material withdrawn from the Borough plant regardless of any variation from the information included in this RFB.
- The basis of payment shall be for actual weight of sludge hauled disposed of in accordance with the agreement. Contractor shall provide written manifests documenting the quantity of sludge hauled and disposed of and the landfill receiving such waste.

6. Proposal Requirements

Respondents to this RFB must submit the following information:

- ✓ Description of the hauling practice.
- ✓ Location of the landfill.
- ✓ Unit Cost per quantity (i.e., cost per wet ton for cake).
- ✓ Evidence of appropriate insurance certified by the carrier.
- ✓ List of any subcontractors.
- ✓ Copies of all necessary permits and/or approvals from the appropriate local, county, state or federal agencies required to complete the work.
- ✓ Any other pertinent information that supports the Bidder's ability to complete the work

7. Award of Contract

The Borough will prepare and enter into an agreement with a single contractor to complete the work. The agreement will address and/or include the following items:

- Payment and Performance Bonds;
- Insurance Coverages;
- Hauling Schedule and Notifications;
- Permits;
- Tests and Inspections;
- Manifests and Regulatory Reporting Requirements;
- Vehicles, Containers and Miscellaneous Equipment; and
- Measurements and Payments.

PROPOSAL FORM

BASE BID – THREE (3) YEAR TERM

Year One (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Two (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Three (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR THREE-YEAR TERM** _____ (\$ _____)

ALTERNATE BID 1 – FOURTH YEAR OPTION

Year Four (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR FOURTH YEAR OPTION** _____ (\$ _____)

ALTERNATE BID 2 – FIFTH YEAR OPTION

Year Five (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR FIFTH YEAR OPTION** _____ (\$ _____)

ALTERNATE BID 3 – SIXTH YEAR OPTION

Year Six (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cose
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR SIXTH YEAR OPTION** _____ (\$ _____)

ALTERNATE BID 4 – FIVE (5) YEAR TERM

Year One (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Two (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Three (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Four (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

Year Five (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR FIVE-YEAR TERM** _____ (\$ _____)

ALTERNATE BID 5 – SIXTH YEAR OPTION

Year Six (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR SIXTH-YEAR OPTION** _____ (\$ _____)

ALTERNATE BID 6 – SEVENTH YEAR OPTION

Year Seven (_____ - _____)

Per-Ton Price _____ (\$_____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$_____)

**TOTAL ESTIMATED PRICE
FOR SEVENTH YEAR OPTION** _____ (\$_____)

ALTERNATE BID 7 – EIGHTH YEAR OPTION

Year Eight (_____ - _____)

Per-Ton Price _____ (\$ _____)

Total Annual Cost
Based upon 1,300 Tons _____ (\$ _____)

**TOTAL ESTIMATED PRICE
FOR EIGHTH YEAR OPTION** _____ (\$ _____)