

**WESTTOWN TOWNSHIP  
BID NOTICE**

**Notice is Hereby Given** that Westtown Township, Chester County, PA is accepting bids for **SLUDGE & SEWAGE TRANSPORTATION AND DISPOSAL SERVICES**. Bid package is available at the Westtown Township Municipal Building, 1039 Wilmington Pike, West Chester PA 19382, Monday through Friday 8:00am to 4:30pm.

Bid must be on Township Bid Form, and accompanied by a ten percent (10%) bid bond.

Bid must be delivered or mailed to Mark Gross, Director of Public Works, at the Westtown Township Municipal Building, 1039 Wilmington Pike, West Chester, PA 19382 marked **“Bid: SLUDGE & SEWAGE TRANSPORTATION AND DISPOSAL SERVICES.”** Bids will be accepted no later than 11:00 AM, Tuesday, October 1, 2024, at which time bids will be opened. The Township is not responsible for bids received after this date.

The Westtown Township Board of Supervisors reserves the right to waive, change, add, or delete, any terms or conditions of this bid and reserves the right to reject any or all proposals or portions of proposals submitted in response to this bid.

Mila Carter  
Township Manager

**WESTTOWN TOWNSHIP**  
**2025-2027 Sludge & Sewage Transportation and Disposal Services**

**I. SCOPE OF WORK**

**A. Intent of Specifications**

The Westtown Township, Chester County, Pennsylvania, is soliciting Bids (“Proposals”) for furnishing the merchandise, supplies, services, and/or equipment set forth in this Bid. It is the intent and purpose of these specifications to detail the terms and conditions under which a successful Bidder (“Contractor”) will provide services to Westtown Township.

**B. Bid Form and Acceptance Deadline**

1. Please submit your responses only on this form or by retyping it in its entirety with your response incorporated.
2. Bids shall be accepted no later than 11:00 AM Tuesday, October 1, 2024, at the address noted in #3 below. **Proposals received after this date and time will not be considered. Facsimile or electronic submissions of the Proposal are not acceptable.**
3. **All Bids must be in sealed envelopes** clearly marked with Bid name (Sludge & Sewage Transportation and Disposal Services) and opening date. Original Bid must be clearly marked ORIGINAL and contain all original signatures. **Please submit the original and one copy of the Bid to:**

WESTTOWN TOWNSHIP  
Mark Gross, Director of Public Works  
1039 Wilmington Pike  
West Chester, PA 19382
4. All Bids must be accompanied by a ten percent (10%) bid bond.
5. Late Bids will be returned to the Bidder unopened. Westtown Township will not be responsible for unmarked/improperly marked Bid, or for Bid delivered to the wrong location.
6. Bid may be withdrawn at any time prior to the official opening. After the official opening, the Bid may not be amended, altered, or withdrawn without the approval of Westtown Township. The Contractor may submit no changes, amendment(s) or modifications once it has submitted a proposal. The Contractor may withdraw and resubmit a proposal any time prior to the final date set for receipt of proposals.
7. **Any inquiries regarding this Bid should be made in writing** to the address above not fewer than seven (7) days prior to the Bid opening date. Any additional

information, deletions, or clarifications will be sent to all potential Bidders as a written addendum to the Specifications, and as such shall become an integral part of the Specifications and subsequent contract.

8. Westtown Township reserves the right to waive, change, add, or delete any terms or conditions of this Bid. Westtown Township reserves the right to reject any or all proposal or portions of proposals submitted in response to this Bid. All Bids become the property of Westtown Township. Westtown Township reserves the right to use, for its benefit, ideas contained in the proposals submitted. Westtown Township is not liable for any costs or any damages that may be incurred by a Contractor or prospective Contractor in the preparation, formulation, or presentation of a proposal(s). In case of ambiguity or lack of clarity, Westtown Township may adopt such interpretations as may be advantageous to Westtown Township. Westtown Township may, in its discretion, request Contractor to make an oral presentation to Westtown Township and/or its designee(s) in support of their proposals. Upon review of Bid, Westtown Township may select the proposal or proposals which in its judgment are most advantageous to Westtown Township, and thereupon select the Contractor with whom to negotiate a contract or contracts. Such determination shall be solely at the discretion of the Westtown Township.
9. It shall be noted that the quantities listed herein are estimates, and as such may either increase or decrease as the needs of the Westtown Township dictate. Westtown Township will pay for only those services specifically requested and received.
10. Westtown Township shall use the following criteria to determine the lowest responsible and responsive Bidder meeting the Specifications (list not in order of priority):
  - a. Total Contract Cost – based upon aggregate of years one, two, and three of Sludge & Raw Sewage hauling and disposal, Truck Rate; and Emergency Response Truck Rate as indicated on Price Worksheet;
  - b. Proposed methods of servicing the contract;
  - c. Effectiveness and timeliness of proposed methods of service provision;
  - d. Contractor qualifications, for both personnel and firm; and
  - e. Demonstrated ability to effectively perform specifications in Bid.

**C. Background Information**

Westtown Township requires the services of outside Contractors for the removal, transportation, and disposal of sludge and sewage from the Westtown Wastewater Treatment Facilities, as specified in section III of this Bid. The Township requires carefully performed, high quality work completed in a timely and cost effective manner, and in accordance with all pertinent Commonwealth of Pennsylvania Department of Environmental Protection (PA DEP) regulations.

**D. Term of Agreement**

The term of this Agreement shall be for three (3) years.

**E. Termination**

1. Westtown Township may terminate said Agreement by giving the Contractor thirty (30) days prior written notice of intent to terminate with no penalty to Westtown Township.
2. When intent to terminate is delivered to Contractor, either by certified mail or personal service, the Contractor shall cease all work except that which is already in progress as of the date said notice is given.
3. Westtown Township shall be responsible for payment of work already completed, or for work in progress, up to the stated termination date.
4. Contractor may not recover any anticipatory profits or costs incurred after termination.
5. Continuing non-performance the by Contractor of terms in these Specifications shall be a basis for the termination of the contract by Westtown Township. Westtown Township shall not pay for work, equipment, or supplies which are unsatisfactory. Contractors will be given a reasonable opportunity to correct the deficiencies. This, however, shall in no way be construed as negating the basis for termination for non-performance.

**F. Payments**

1. Contractor shall submit monthly invoices to the Township not later than the 15th of the month proceeding the work period for only those services performed the previous month. **Proof of disposal must accompany all invoices in order for invoices to be processed and paid by the Township.**
2. Westtown Township will process approved invoices for payment within thirty (30) days of receipt.
3. Westtown Township reserves the right to withhold payment to Contractor or to require Contractor to return payments, or parts therefore, received from Westtown Township in the event the Contractor's performance does not comply with the provisions of these Specifications, or does not comply with applicable local, state, or federal standards, regulations, or policies.
4. Contractor agrees to return any unearned amounts paid by Westtown Township within thirty (30) days following the final date of said agreement, or within thirty (30) days of each notice to Contractor that amounts paid are to be refunded to Westtown Township.

5. Westtown Township is exempted from Federal Excise and State Sales Tax; therefore, tax must not be included in this Bid.
6. Invoices shall be sent directly to:

WESTTOWN TOWNSHIP  
P.O. Box 79  
Westtown, PA 19395-0079

**G. Contractor as Independent Contractor and Indemnification**

1. Contractor is an independent Contractor and shall exercise all rights and privileges under any Agreement between Westtown Township and Contractor as such, and in no way is Contractor or any of its agents, sub-contractors, or employees to be considered officers, servants, or employees of Westtown Township. Westtown Township shall neither have nor exercise any control or direction over the employees, agents, or sub-contractors of the Contractor.
2. Contractor indemnifies and holds harmless Westtown Township its officers, directors, employees, agents and other staff from and against any and all claims, damages, losses, liabilities, suits, actions, demands, proceedings, whether legal or administrative, and expenses, including but not limited to attorney fees, arising directly or indirectly out of any breach of agreement, misrepresentation, misconduct, or negligence on the part of Contractor or its employees, agents, or sub-contractors.

**H. Liability and Other Insurances**

1. Contractor shall maintain liability insurance coverage and other necessary insurance coverage to protect itself and Westtown Township against all claims and/or actions including those by Contractor's employees or agents of Contractor's sub-contractors, or by others. Contractor shall provide to the Director of Public Works when returning the Bid a signed copy of the insurance policy(s) for the coverages listed in H(3)(a-d) below from a firm authorized to sell same within the Commonwealth of Pennsylvania. Said insurance policy(s) shall remain open and current for the entire term of said Agreement.

**Failure to provide said Certificate of Insurance shall be considered grounds to terminate said Agreement.**

2. Contractor shall maintain liability insurance and other insurance coverage in full force and effect to protect itself and Westtown Township against all claims and/or actions including, but not limited to those relating to:
  - a. Workers' compensation disability benefit, and other similar employee benefit acts;
  - b. Bodily injury, occupational sickness or disease, or death of employees;

- c. Bodily injury, sickness or disease, or death or any person other than any of Contractor's employees;
  - d. Damages because of damage to or destruction of tangible property, including loss resulting therefrom: a) Violations of civil rights; b) Bodily injury, death and/or property damage arising from motor vehicle operation.
3. The insurance provided by Contractor shall be written for the amounts as written below, as a minimum:
- a. Commercial General Liability - Occurrence Form ISO 1986 or equivalent;
    - \$1,000,000 General Aggregate
    - \$1,000,000 Products/Completed Operations Aggregate
    - \$1,000,000 Personal/Advertising Injury
    - \$1,000,000 Each Occurrence
    - Any restrictive endorsements must be included
  - b. Worker's Compensation
    - Pennsylvania statutory coverage
    - Employer's Liability - Basic Limits
  - c. Business Vehicle Policy
    - Covering any vehicle - Policy symbol #1
    - \$1,000,000 Each Accident Limit
  - d. Professional Errors and Omissions Liability
    - \$1,000,000 Each Occurrence
    - \$1,000,000 Each Aggregate
    - No restriction on Self-Insured Retention
4. Contractor's compliance with the above insurance requirements shall not relieve Contractor from any liability.

**I. Non-Discrimination**

In the performance of any agreement between Westtown Township and Contractor, Contractor warrants that it will not discriminate against any employee or sub-Contractor on account of race, color, sex, religious creed, ancestry, age, gender, or national origin. Furthermore, Contractor agrees not to discriminate against any client on account of race, color, religious creed, ancestry, age, gender, or national origin.

**J. Loss or Damage Caused by Defendant**

It is agreed that Westtown Township shall not be responsible for any acts of third party defendants which result in loss or damage to Contractor's facility and/or equipment. Contractor holds Westtown Township harmless for any such damage or loss. However, in the event a third party defendant willfully damages or causes a loss to Contractor's facility and/or equipment, Westtown Township, to the extent practicable, will endeavor to cooperate with Contractor's efforts to recover from the defendant compensation for such damage or loss.

**K. Contractor Responsibility for Expenses**

Contractor shall be responsible for payment of all expenses associated with its performance under this Agreement including wages, salaries and employee benefits, furniture, equipment, materials, supplies, upkeep, maintenance, repair, replacement, shipping, storage, real and other property expense, rents, utilities, licensing and inspection fee, taxes, insurance, bonds, etc.

**L. Restriction Regarding Westtown Township and its Employees and Agents**

It is understood that the employees of Westtown Township or individuals acting as agents of Westtown Township are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gratuity, or gift for services provided under any agreement between Westtown Township and Contractor. Contractor warrants that no employee or agent of Westtown Township has been or will be retained to solicit or secure any agreement witnessed and that Contractor has not paid or agreed to pay and will not pay or agree to pay any employee of Westtown Township any fee, commission, percentage, brokerage fee, gift or any other consideration, contingent upon the making of any agreement with Westtown Township or as an inducement for entering into any agreement with Westtown Township. The unauthorized offering or receipt of such payments may result in the immediate termination of any agreement between Westtown Township and Contractor.

**M. Access to Records and Information**

Contractor agrees to furnish to Westtown Township such information as may be requested which relates to the services Contractor provides. Contractor shall permit Westtown Township, the County of Chester, the Commonwealth of Pennsylvania, and the United States Government to audit/inspect records and reports, review services and/or evaluate the performance of these services at any time. Contractor shall provide reasonable access to all the records books, reports and other necessary data and information needed to accomplish reviews of program activities, services, and expenditures.

**N. Assignment**

Any Agreement between Contractor and Westtown Township, and their respective successors and assigns, shall inure to the benefit of their respective successors and assigns. However, **Contractor shall make no assignment without first obtaining Westtown Township's written permission to do so.**

**O. Performance Bond**

In accordance with the Pennsylvania Codified Statutes, Contractor at its expense will furnish a performance bond, or performance escrow account, to Westtown Township equaling one-hundred percent (100%) of the full amount of this Agreement. **Failure to fully perform the Specifications outlined in Article III will result in the forfeiture of these funds to Westtown Township.**

**P. Agreement Subject to Availability of Funds**

This Agreement will be subject to the availability of funds as appropriated by Westtown Township. If funds become reduced or unavailable, the Agreement shall be subject to immediate modification, reduction, or termination.

**Q. Severability**

Each paragraph and provision of any Agreement between Westtown Township and Contractor shall be severable from the entire Agreement, and if any provision is found to be invalid, the remaining provisions shall nevertheless remain in effect.

**R. Amendment**

Any Agreement between Westtown Township and Contractor may not be altered, waived, amended, extended or otherwise modified, except where done in writing signed by all parties hereto.

**S. Governing Law**

Any Agreement between Westtown Township and Contractor shall be governed by the laws of the Commonwealth of Pennsylvania, and all obligations of the parties created hereunder are performable in Chester County, PA. In any legal action arising from an Agreement between Westtown Township and Contractor, the laws of Pennsylvania shall apply and venue will be in Chester County, PA.

**T. Sole and Entire Agreement**

Any written Agreement, between Westtown Township and Contractor shall constitute the sole and entire Agreement between Westtown Township and Contractor and shall supersede any prior written or oral agreement between Westtown Township and Contractor respecting the services to be provided under this Bid.

**U. Hold Harmless**

Contractor shall agree to indemnify and save harmless Westtown Township, and its officers, agents and employees with respect to any claim, action, cost, or judgment for patent infringement, trademark, or copyright violation arising out of the purchase of or use of materials, supplies, equipment, or services covered by this Agreement.

**V. Disputes and Dispute Resolution**

All claims, disputes, and controversies arising out of or in relation to the performance, interpretation, application, or enforcement of the agreement, including but not limited to breach thereof, shall be referred to mediation under the terms of the then current Construction Industry Mediation Rules of the American Arbitration Association prior to



any recourse to a judicial forum. Location of such mediation shall take place at a location designated by the Township.

**W. Force Majeure**

The Township and the Contractor agree that there shall be no liability on the part of either party for failure or delay in the performance of obligations hereunder resulting from any cause beyond their reasonable control, including but not limited to: acts of God; acts or omissions of civil or military authorities; fires; unusual weather, floods, epidemics, war, riots, strikes; lockouts and other industrial disturbances or protest demonstrations; quarantine restrictions; embargoes; political strife; delays in transportation; compliance with any regulations or directives of any national, state, or local governments or department thereof; or fuel, power, or material shortage.

**X. Concurrency Provision**

The Contractor agrees to include in any and all agreements with all sub-contractors, sub-sub-Contractors, independent Contractors, consultants, sub-consultants, suppliers, or fabricators retained for said project all of the above provisions in any and all agreements with all sub-contractors, sub-sub-Contractors, independent Contractors, consultants, sub-consultants, suppliers, or fabricators, so retained.

**Y. Sub-Contractors**

1. It is the condition of the Contract that the identity of sub-contractors and other Persons and organizations be submitted to the Township in advance of the Notice of Award. The apparent low bidder, and any other bidder so requested, within seven days after the day of the Bid Opening, must submit to the Township a list of sub-contractors and other persons and organizations who are to furnish the principle items of material and equipment. Such list shall be accompanied by an experience statement with pertinent information as to similar projects and other evidence of qualification for each sub-contractor, person and organization if required by the Township. If the Township, after due investigation, has reasonable objection to any proposed sub-contractor, other person or organization, it may, before giving the Notice of Award, request the person or organization, it may, before giving the Notice of Award, request the apparent low bidder to submit an acceptable substitute without an increase in the bid price. If the apparent low bidder declines to make any such substitution, the bidder will not thereby sacrifice their bid security. Any sub-contractor, other person or organization so listed and to whom the Township does not make written objection prior to giving the Notice or Award, will be deemed acceptable to the Township.
2. In contracts where the contract price is based on the cost of the work, plus a fee, the Contractor, prior to the Notice of Award, must identify, in writing to the Township, those portions of the work that he proposes to subcontract, and after the Notice of Award may only subcontract other portions of the work with the Township's written consent.

3. The Contractor shall not be required to employ any sub-contractor, other person or Organization against whom he/she has a reasonable objection.

## II. GENERAL BIDDER INFORMATION

### A. Company Information:

1. Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Number of Persons Employed: Full time \_\_\_\_\_ Part time \_\_\_\_\_

2. Name, title, and telephone number of Contractor's contact person for all inquiries. The contact person shall be responsible for fielding all inquiries from WESTTOWN TOWNSHIP and providing the Contractor's response:

Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone # \_\_\_\_\_

FAX# \_\_\_\_\_

Email \_\_\_\_\_

3. Business form of Contractor (e.g. corporation, partnership, etc.), if applicable.

\_\_\_\_\_

4. If a corporation, include the date and state of incorporation:

\_\_\_\_\_

- a. Contractor's Tax Identification Numbers:

Federal \_\_\_\_\_

State \_\_\_\_\_

b. Names of Contractor's principal officers, directors, or partners:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

c. A brief biography or resume of the person or persons who will operate / manage the services provided by Contractors. Please attach additional sheets if necessary, marked "Appendix A":

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. If selected, how many days required before implementing the Westtown Township contract?

\_\_\_\_\_

**B. References**

Three (3) customer references, including business name, contact name, address, and phone numbers:

1. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

3. \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**C. Lawsuits**

A list of any civil/criminal lawsuits filed or pending on or after January 1, 2020, which are against or on behalf of the Contractor or any of its employees in connection with their status and/or conduct as employees or any of its sub-contractors in connection with their status and/or conduct as sub-contractors. Please attach additional sheets if necessary, marked "Appendix B." Respond "NA" if no suits filed or pending.

**D. Other Information**

Other organizational, biographical, or financial information deemed relevant by the Contractor. Please attach as "Appendix C."

**E. Bidder Qualifications**

Bidders shall provide information needed to clearly delineate Bidder's qualifications on the following issues.

- I. Describe the qualifications of your firm. Include such items as similar contracts, past municipal contract experience, years in business, and any other item highlighting your organizations unique qualifications. Please attach additional sheets as necessary marked "Appendix D."

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- II. List all equipment available to perform the specifications of this BID, including back-up equipment. Please attach additional sheets if necessary, marked "Appendix E."

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### III. SPECIFICATIONS

#### A. Definitions

1. **Sludge** is defined to include activated sludge generated by the wastewater treatment process, but may also include, from time to time, other residual waste from the Wastewater Facility, including, but not limited to, skimming, primary settlement, grit, grease, and the incidental residue from the cleaning of various components at the Wastewater Facility.
2. **Plant** is the Westtown/Chester Creek Sewage Treatment Plant located at 950 Westtown Road, West Chester, PA 19382.
3. **Wastewater Facility** includes all tanks, process lines, equipment at the sites, and six pump stations which are associated with wastewater treatment, owned by Westtown Township, and located within the municipal boundaries of Westtown Township.
4. **Disposal** means the lawful, appropriately permitted transportation and ultimate disposal of the sludge and sewage by the Contractor.
5. **Manifest** means all documentation related to the pickup, hauling, and disposal of the Sludge and Sewage as required by law, ordinance, or regulations, and/or requested by Westtown Township or the owner of the disposal site.
6. **Sludge Cost per 1000 gallons** from Westtown/Chester Creek Treatment Plant includes all costs of removal and disposal of the sludge, including, but not limited to, transportation costs, tolls, permits, and disposal fees.
7. **Scheduled Hauling** shall mean those hauling operations which are scheduled during normal business hours, and do not require Emergency Response. This could also be bypass hauling within our system or Pump Station cleaning.
8. **Emergency Response** shall mean any condition at the Wastewater Facility which could result in imminent injury, death, destruction of property, or violation of the local, state and federal laws, which must, in the judgment of Westtown Township or its Agent(s), must be remedied immediately without regard to normal business hours.

#### B. General Issues

1. Westtown Township makes no warranty regarding the content of the sludge. The Contractor is free to sample and analyze the sludge, at its expense, for the purpose of arranging for suitable disposal. Westtown Township will make every reasonable effort to see that the sludge does not exceed 2% (by weight) total solids.

2. Sludge pricing shall be presented as cost per 1,000 gallons of sludge removed and disposed. **For the purposes of developing cost and bond amounts, assume an annual quantity of 672,000 gallons per year.** Average hauls of 28,000 gallons bi-weekly are to be expected, plus additional quantities added based upon seasonal demand. Actual quantities may be more or less. The proposal shall assume the prices submitted are fixed for the contract period. The rate quoted will be complete and will not be subject to any surcharge for any reason during the term of the contract.
3. Contractor shall provide: all applicable Commonwealth of Pennsylvania Department of Environmental Protection and **Department of Transportation permit numbers and their expiration** dates applicable to the handling and transportation of municipal sludge and sewage.
4. All Contractors shall include the following information with their bids:
  - a. Guaranteed response time for Scheduled and Emergency Hauling and twenty-four/seven (24/7) hour telephone number
  - b. Equipment available for this contract, including tanker capacities
  - c. Other services available and other information which may be useful to Westtown Township in making its decision
5. The location(s) of sludge and sewage treatment and disposal shall be provided along with current proof of ability to discharge sludge and sewage. At least two sites shall be named.

### **C. Terms and Conditions**

1. The Contractor guarantees to provide pumping, transportation, and disposal services at the Westtown/Chester Creek Wastewater Treatment Facility, and six (6) Pump Stations. In addition, services will need to be provided at any pump stations Westtown Township assumes ownership of during the term of this agreement and at any accessible point within the collection system owned by Westtown Township if the need arises. The Contractor agrees to perform these services on a schedule or "as needed" basis, as directed by Westtown Township within the time frames listed in the quotation.
2. Westtown Township will utilize the Contractor exclusively for the Wastewater Facility for the term of the contract, except that if the Contractor is unable to perform within the response times, Westtown Township reserves the right to make other arrangements if, in its sole judgment, those arrangements are necessary to maintain plant operations and/or avoid violation of laws or regulations. Westtown Township will make every reasonable effort to accommodate the Contractor's scheduling problem before making those arrangements. The Contractor will be responsible for reimbursing Westtown Township for additional costs incurred due to the Contractor's inability to perform.

3. The Contractor warrants that the sludge and sewage will be disposed in a lawful manner consistent with all local, state, and federal regulations.
4. The Contractor agrees to furnish Westtown Township receipts for each load which will state, at a minimum, the time in, time out, quantity of sludge and sewage hauled, and the disposal site.

**D. Scope of Services**

1. The Contractor will be notified by the Plant operator when Scheduled Hauling services are required. The Contractor shall respond within two (2) business days of the notification. The Plant operator shall schedule a mutually agreeable time when the trucks should arrive. Access to the site will be provided even if the operator is not on site; however, permission is needed from the operator to do the same. In general, the operator will be present during Scheduled Hauling operations.
2. Emergency response time from notification to arrival on-site shall be no more than two (2) hours at all times throughout the term of the agreement.
3. Remove sludge from the sludge holding tank at the Plant in the amount directed by the operator.
4. Remove grit, raw sewage, and debris from the wet wells at Westtown Township owned Pump Stations using straight frame vehicle. (Approximately two (2) times per year each).
5. Contractor shall allow forty-five (45) minutes on-site to remove up to 7,000 gallons for Scheduled Hauling during normal business hours as a part of the price per 1000 gallons charged. Wastewater Plant can accommodate a tractor trailer for hauling.
6. Contractor shall pay all costs incurred by Westtown Township for damage caused to Wastewater Facility, Facility property, or Facility equipment caused by Contractor.
7. Contractor warrants that disposal of waste at listed facilities will not result in additional cost to Westtown Township of any type.

## PRICE WORKSHEET

### Westtown/Chester Creek Treatment Plant (Semi-trucks accommodated)

Scheduled Sludge Hauling & Disposal (assume 672,000 gal/year)	Cost per 1000 gallons
Year One	\$ x 672,000 =
Year Two	\$ x 672,000 =
Year Three	\$ x 672,000 =
<b>Total Sludge Hauling &amp; Disposal</b>	<b>\$</b>

### Westtown Pump Stations (scheduled in advance, straight frame truck only)

Truck Rate (assume 50 hours/year)	Cost Per Hour
Year One	\$ x 50 =
Year Two	\$ x 50 =
Year Three	\$ x 50 =
<b>Total Truck Rate</b>	<b>\$</b>

Raw Sewage Disposal (assume 12,000 gal/year)	Cost per 1000 Gallons
Year One	\$ x 12,000 =
Year Two	\$ x 12,000 =
Year Three	\$ x 12,000 =
<b>Total Raw Sewage Disposal</b>	<b>\$</b>

Emergency Response Truck Rate (assume 24 hours/year)	Cost Per Hour
Year One	\$ x 24 =
Year Two	\$ x 24 =
Year Three	\$ x 24 =
<b>Total Emergency Response Truck Rate</b>	<b>\$</b>

Total Sludge Hauling & Disposal	\$
Total Truck Rate	\$
Total Raw Sewage Disposal	\$
Total Emergency Response Truck Rate	\$
<b>Grand Total Contract Cost</b>	<b>\$</b>



**AFFIDAVIT RE**

**ACCEPTING PROVISIONS OF THE WORKMEN'S COMPENSATION ACT**

State of                                    ]  
  ]  
  ] ss:  
  ]  
County of                                ]  
  ]

Being duly sworn according to law deposes and says that they have accepted the provisions of the Workmen's Compensation Act of 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and have insured their liability hereunder in accordance with the terms of said Act with –

\_\_\_\_\_  
Surety Company (Type or Print)

\_\_\_\_\_  
Contractor (Type or Print)

By \_\_\_\_\_  
Signature

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_

My Commission Expires \_\_\_\_\_ (Date)

**Non-Collusion Affidavit**

State of \_\_\_\_\_ :

County of \_\_\_\_\_ :

I state that I am \_\_\_\_\_, \_\_\_\_\_ of  
(Name) (Title)

\_\_\_\_\_  
(Name of Firm)

and I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Non-Collusion Affidavit p. 2**

I state that \_\_\_\_\_ (name of firm)  
understands and acknowledges that the above representations are material and important, and  
will be relied on by Westtown Township as the true facts relating to the submission of bids for  
this Contract.

By \_\_\_\_\_

Title \_\_\_\_\_

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_

**Westtown Township, Chester County, PA  
Statement of Bidder's Qualifications**

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
(Name of Bidder)

By: \_\_\_\_\_

Title: \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

\_\_\_\_\_, being duly sworn, says that he/she is

\_\_\_\_\_ of \_\_\_\_\_,  
(Title) (Company Name)

and the answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

My Commission Expires \_\_\_\_\_