

NEWTOWN BOROUGH, BUCKS COUNTY, PENNSYLVANIA

**NOTICE
ADVERTISEMENT FOR BIDS**

Sealed bids will be received by the Borough of Newtown until 2:00 p.m., Monday, August 24, 2026 for snow plowing, salting, and sanding services for the period beginning October 1, 2026. Sealed bids will be accepted at Newtown Borough Hall, 23 North State Street, Newtown, PA 18940.

Copies of the specifications, bidding instructions, and bidding documents for this work may be obtained on the Borough website: www.boroughofnewtown.com, or by contacting jwoldorf@boroughofnewtown.com, at no charge. Bids must be submitted on the Proposal Form provided by the Borough.

A mandatory pre-bid meeting will be held at 10 am on Thursday, August 13, 2026 at Newtown Borough Hall, 23 N. State Street.

All bid proposals will be publicly opened and read aloud at approximately 2:01 p.m. on Monday, August 24, 2026 at Newtown Borough Hall. Borough Council will consider awarding the contract during the regularly scheduled meeting of the Newtown Borough Council on Wednesday, September 2, 2026 at approximately 5:30 p.m. in Council Chambers, 23 N. State Street, or at a subsequent public meeting.

The successful bidder shall be required to furnish a bond in the amount of five thousand dollars (\$5000) for the faithful performance of the contract within fourteen (14) days of the award of the contract and prior to the signing of the contract. Such performance bond shall be required for each contract year. Within fourteen (14) days of award of the contract by the Borough, the successful bidder must also furnish evidence of insurance, as further described in the bidding instructions. All bidders and any bid approval are subject to equipment inspection and the Borough reserves the right to reject the bidder and reopen bidding procedures if it deems the equipment is inadequate or unsafe.

No bidder may withdraw their bid within sixty (60) days after the actual date of the opening thereof. By entering a bid, the bidder hereby agrees to the above terms and conditions. The Borough will award the contract to the lowest responsible bidder as is in the best interest of the Borough, including consideration of prior experience. The Borough reserves the right to reject any or all bids and to waive informalities in the bidding as may be permitted by law.

Emily Heinz, Borough Council President
Newtown Borough Hall
23 N. State Street
Newtown, Pennsylvania 18940

SNOW REMOVAL SERVICES FOR NEWTOWN BOROUGH

INSTRUCTIONS TO BIDDERS

A. SCOPE OF WORK

The work to be performed shall consist of the snow plowing, salting, and sanding of the Borough streets and State roads located in Newtown Borough. The work also includes snow plowing, salting and sanding of two municipal parking lots and hand shoveling of various sidewalks as depicted in **Attachment A**.

B. SPECIFICATIONS AND DOCUMENTS

Bidders are advised to examine the Specifications describing the proposed work and make their own independent judgement with respect to the circumstances affecting the costs of the work and performance required.

C. MANDATORY PRE-BID MEETING

A mandatory pre-bid meeting will be held at 10 a.m. on Thursday, August 13, 2026 at Newtown Borough Hall, 23 N. State Street.

D. PREPARATION OF BIDS

All bids must be provided on the Proposal Form included with these Instructions to Bidders. The Proposal Form may not be altered. The proposal amounts must be filled in by the bidder in ink or be typewritten. All bids must be submitted in sealed envelopes.

The Proposal Form shall be contained in two envelopes. The outer envelope shall be addressed to Julia W. Woldorf, Newtown Borough Council, 23 N. State Street, Newtown, PA 18940, with the identification "SNOW REMOVAL PROPOSAL" on the outside. The inner sealed bid envelope shall contain the Proposal Form and other accompanying documents and state the name of the bidder and the identification "SNOW REMOVAL PROPOSAL" on the outside.

All bids must be submitted on or before Monday, August 24, 2026, at 2:00 p.m. to Newtown Borough Hall, 23 North State Street, Newtown, PA 18940.

No faxed or electronically-transmitted submissions will be considered. No proposals received after the time fixed for receiving them will be considered. Late submissions will be returned to the bidder unopened. It is the sole responsibility of the bidder to see that their proposal is received on time.

The Borough of Newtown reserves the right to reject any and all bids and to waive any informalities as may be permitted by law.

E. INTERPRETATIONS

No interpretations of the meaning of the specifications or other contract documents will be made to any single bidder. Any supplemental instructions will be in the form of written addenda to the specifications, which if issued, will be posted on the Borough's website www.boroughofnewtown.com. Failure of any bidder to receive any such addenda shall not relieve the bidder from any obligation under their bid as submitted nor from any obligation to conform to the requirements therein or herein set forth. All questions regarding the specifications shall be directed to Julia W. Woldorf, at jwoldorf@boroughofnewtown.com. Questions regarding specifications shall not be considered after Tuesday, August 18, 2026 at 4:00 p.m.

F. WITHDRAWAL OF PROPOSAL

No proposal may be withdrawn, altered or otherwise modified within sixty (60) days after the actual date of opening thereof. Requests for withdrawal of bids due to clerical error will be made in accordance with Commonwealth of Pennsylvania Act of 1974 (S.B. 793).

G. INSURANCE

The successful bidder shall within fourteen (14) days of Contract award provide Newtown Borough with Insurance Certificates naming Newtown Borough as additional insured and containing the following minimum policy limits:

Commercial General Liability Insurance: \$1,000,000.00 Per Occurrence and \$2,000,000.00 General Aggregate.

Commercial Automobile Liability Insurance: \$1,000,000.00 Combined Single Limit.

Umbrella Liability Insurance: 1,000,000.00 Per Occurrence/Aggregate.

Worker's Compensation Insurance: \$500,000.00.

H. ACCIDENTS AND DAMAGES

The successful bidder shall be responsible for any damages to any person or property from any cause whatsoever during the progress of the work, including injury to employees, and the bidder shall indemnify and save harmless the Borough of Newtown from all suits or actions of every character, name, or description for or on account of action by them or their employees.

I. PERFORMANCE BOND

Prior to the execution of the Contract by the Borough, and within fourteen (14) days of the award of the Contract, the successful bidder shall be required to furnish a bond in the amount of five thousand dollars (\$5000) for the faithful performance of the Contract. Such performance bond shall be required for each contract year.

J. AWARD OF CONTRACT

Award of the Contract, if made, will be considered during the regularly scheduled meeting of the Newtown Borough Council on Wednesday, September 2, 2026 at approximately 5:30 p.m. in Council Chambers, 23 N. State Street, Newtown, PA, or at a subsequent public meeting, and any such award, if made, will be made to the lowest responsible bidder whose bid complies in all respects with the requirements stated herein.

The Borough Council reserves the right to reject any or all bids, if in the interest of the Borough, it deems it advisable to do so. The Borough Council also reserves the right to reject any bid where a bidder fails to furnish any pertinent information required or misstates or conceals any material fact. All bidders and any bid approval is subject to equipment inspection and the Borough reserves the right to reject the bidder and reopen bidding procedures if it deems the equipment is inadequate or unsafe.

END OF INSTRUCTIONS TO BIDDERS

**NEWTOWN BOROUGH
SNOW AND ICE REMOVAL
CONTRACT SPECIFICATIONS**

Contractors are hereby advised that upon award of the Contract, all items, conditions, provisions, and procedures set forth in the Advertisement for Bids, Instructions To Bidders, and Specifications shall be part of the Contract.

1. The Contractor must have a proper and safe storage facility, storage shed, or storage lot within a reasonable distance of Newtown Borough for the loading and storage of snow removal equipment and materials.
2. The Contractor must be available twenty-four (24) hours per day and be in Newtown Borough within thirty (30) minutes after notification. Failure to mobilize within forty-five (45) minutes of such notification, absent prior authorization from the Borough, may result in liquidated damages being deducted from Contractor's billings. The Contractor shall ensure that a responsible representative is available at all times to receive and respond to Borough directives.
3. The Contractor must have at least two vehicles available, both of which shall be equipped with snowplows. At least one vehicle must have a mechanical sand and salt spreader with a large load capacity body. The spreader shall be capable of uniformly spreading salt and sand and be operable at all times. Failure to meet this requirement may result in liquidated damages being deducted from the Contractor's billings.

All equipment shall be operated and maintained at the Contractor's sole cost and expense. Equipment that is inoperable or unsafe shall be immediately removed from service and replaced with equivalent substitute equipment.

4. The Contractor shall provide qualified operators for all equipment furnished under this Agreement. All operators shall possess valid and current licenses issued by the Commonwealth of Pennsylvania, as required for the operation of the equipment assigned. The Contractor shall ensure that all personnel are properly trained, experienced, and capable of performing snow and ice removal operations in a safe and competent manner.
5. Only upon notification by the Newtown Borough Police Department or the Borough Manager, shall snow and/or ice removal activity begin. The Contractor shall not self-deploy or alter assigned operations independently.
6. The Contractor must report to the on-duty police officer upon finishing a call out.
7. The Borough streets shall be cleared of snow and ice by the Contractor following the priority listed in **Attachment A**.
8. The Contractor shall contact the Newtown Borough Police Department should any problems arise, including vehicles illegally parked and blocking the Contractor's snow/ice removal activity.
9. Compensation for services performed shall be based on the rates submitted by the Contractor, as accepted by the Borough. Such rates shall remain firm for the duration of the contract term unless otherwise authorized in writing by the Borough.

10. The Contractor shall maintain the capability to perform continuous snow and ice removal operations during extended or successive storm events.

The Contractor shall be solely responsible for staffing, operator rotation, fuel supply, and equipment readiness necessary to sustain operations. Delays attributable to staffing shortages, operator fatigue, equipment breakdown, or logistical constraints shall not relieve the Contractor of their obligations.

11. In the event of Contractor default, failure to respond promptly, equipment failure, or other inability to perform required services, the Borough may deploy Borough resources and/or engage alternate contractors as emergency supplemental measures necessary to protect public safety and maintain roadway access. Any additional costs incurred as a result of Contractor delay or non-performance may be deducted from amounts otherwise due to the Contractor.
12. The Contractor shall submit invoices within seven (7) days of service. Each invoice shall include sufficient detail to allow verification by the Borough, including, at minimum:

Date and time of mobilization and demobilization
Types of service performed (plowing, salting, anti-skid application, hand shoveling)
Hours for each service performed
Location or route serviced
Cost of anti-skid materials

The Borough reserves the right to reject, request clarification of, or delay payment on any invoice that does not contain adequate supporting documentation.

13. The Borough may withhold payment, in whole or in part, for services that are:
 - Not performed in accordance with the terms of this Agreement.
 - Insufficiently documented.
 - Subject to dispute regarding scope, timing, or quantity.

END OF CONTRACT SPECIFICATIONS

PROPOSAL FORM

To: Newtown Borough Council
 23 N. State Street
 Newtown, PA 18940

Date: _____

Proposal Of:

Name _____

Address _____

Address _____

Telephone Number _____

Fax Number _____

Email Address _____

For: Snow plowing, salting, and sanding of the streets dedicated to Borough and State highways located within Newtown Borough, and municipal parking lots, sidewalks, and other areas listed in **Attachment A**.

All bidders must provide Newtown Borough with the following information:

1. List your equipment available for this contract.

2. Experience in providing similar services. If you have provided snow removal services to a municipal government, please provide information including the name(s) of the municipality and the dates during which you provided the service. If you have not provided these services to a municipal government, please give specific information about your experience in providing snow removal services.

3. Professional References (provide name, address, and phone number).

1. _____

2. _____

3. _____

The undersigned has examined the Advertisement for Bids, Instructions to Bidders, and the Specifications.

For the Proposal, the undersigned proposes to furnish materials storage and all labor, equipment, services and facilities necessary to perform the requirements of the Contract in accordance with the Instructions to Bidders and Specifications.

PROPOSAL: snow plowing, salting and sanding for
October 1, 2026, to September 30, 2029 in accordance with the Specifications:

	10/1/26 - 9/30/27	10/1/27 - 9/30/28	10/1/28 - 9/30/29
Per hour per vehicle-snow plowing	\$ _____. ____	\$ _____. ____	\$ _____. ____
Per hour per vehicle-salting/sanding	\$ _____. ____	\$ _____. ____	\$ _____. ____
Per man-hour – hand shoveling	\$ _____. ____	\$ _____. ____	\$ _____. ____
Anti-skid material – cost per ton	\$ _____. ____	\$ _____. ____	\$ _____. ____

4. **BIDDERS' AFFIDAVITS & QUALIFICATIONS:** Each bidder is required to fully complete, execute, and submit with their bid proposal:

Attachment B - Non-Collusion Affidavit
Attachment C - Non-discrimination Clause
Attachment D - Drug and Alcohol Testing Program Affidavit.

Failure to submit said Affidavits may result in the bidder's disqualification. The Borough may consider, in addition to these stated requirements, a bidder's experience, any past history with the Borough, the bidder's other municipal, governmental or private contracts, the quality and quantity of the bidder's equipment, the location of the bidder's equipment, warehouse and offices, the bidder's prior claim history, and any and all relevant information deemed necessary to further assess bidder's qualifications.

Please use the space provided below to furnish Newtown Borough with any additional information or comments concerning your proposal.

Bidder Comments:

5. Addendum Acknowledgment: (list the numbers and issuing dates of any and all Addenda issued and received during the bidding period)

If awarded the Contract, the undersigned agrees to furnish and deliver the required proof of insurance and performance bond to the Borough within fourteen (14) days of award of the Contract and prior to the signing of the Contract. The undersigned certifies that the undersigned bidder is the only person(s) interested in the proposal as principal(s) and that it is made without collusion with any person, firm, or corporation.

SIGNATURES

When Bidder is an Individual

Name

When Bidder is a Partnership

Name of Partnership

BY:

When Bidder is a Corporation

Name of Corporation

BY:

Corporate Officer

ATTEST:

END OF PROPOSAL FORM

Attachment A

Snow and Ice Incident Action Plan

Newtown Borough Street Map

Newtown Borough Policy

Title: Snow and Ice Incident Action Plan

Policy: POL-010	Distribution: Council, Staff, Public	Effective Date: 7-15-26
Section: Legislative	Issued By: Borough Council	Review Date: 7-15-29

Purpose:

To respond to snow or ice events within the Borough of Newtown in an organized and proficient manner in the interest of public safety and welfare, and for the continuity of business within the Borough.

Policy:

- The Borough includes three types of roadway systems:
 - 8.54 miles of Borough-owned roads
 - 1.55 miles of State-owned roads
 - Privately owned and maintained roads within residential or commercial developments
- The Borough provides snow and ice removal for both Borough-owned and State-owned roads, as well as two municipal parking lots. Privately owned roads are maintained by their owners or associations.
- The Borough contracts snow and ice removal services to an authorized independent contractor via competitive bidding.
- Snow emergency routes and parking restrictions are regulated by §535-33, §535-34 and §535-35 of the Newtown Borough Code.
- Snow emergency routes are to be plowed curb to curb. Other streets are to be made safe for vehicular travel.
- Care is to be taken when plowing intersections to avoid piling snow and ice on ADA ramps and to maintain access to crosswalks.
- Borough parks are closed during inclement weather and their paths are not shoveled.
- Property owners or tenants are responsible for clearing snow and ice from sidewalks along their property.

Procedure:

- It shall be the responsibility of the Newtown Borough Police Department to notify the Borough Manager or their designee any time road conditions warrant implementing this incident action plan.
- Contractors are deployed only at the direction of the Borough Manager or their designee and are not authorized to self-deploy or alter assigned operations independently.
- If the rate of snow or storm conditions are beyond the capabilities of the authorized contractor, the contractor shall notify the Borough Manager or their designee so that additional resources can be considered.
- The Borough's snow and ice removal operation will generally fall under one of the following four response levels:

Level 1 – Pre-treatment (brining) – within 24 hours of anticipated icing event.

Level 2 - Salting and sanding/anti-skid operations only as needed - 2" or less of accumulation.

Level 3 - Plowing, salting, and sanding/anti-skid operations as needed - 2"+ accumulation.

Level 4 - Snow relocation from State Street if necessary in the business district, at the direction of the Borough Manager - 18"+ of accumulation.

- At each response level, snow and ice removal activities will address streets according to the following priorities:

First Priority:

Washington Avenue
North and South State Street
West Centre Avenue from S. State Street to Sycamore St. (Newtown Township)
North and South Lincoln Avenue
Jefferson Street to Sycamore St. (Newtown Township)
Liberty Street from Washington Avenue to Greene Street
Greene Street between N. State St. and Liberty St.
Shared driveway from Greene Street to rear of Police Station

Second Priority:

Penn Street
Centre Avenue
North and South Chancellor Street
North Elm Street
Andrew Drive

Third Priority:

Remainder of Borough streets
Municipal parking lots
Shoveling public walkways from State St. to municipal lot
Shoveling walkways on Centre Ave., Washington Ave. and Jefferson St. bridges
Shoveling parking area and entrance to Police Station
Shoveling sidewalk next to Police Station from Liberty St. to rear parking lot
Shoveling N. State St. sidewalk in front of Borough Hall
Shoveling sidewalks on S. Lincoln Ave. and Penn St. along Linton Memorial Park
Shoveling sidewalks on Court and Mercer Streets along Patriots Park
Shoveling sidewalk on N. Lincoln Ave. along Pickering Field
Shoveling steps from N. Congress St. at Brian Gregg Park

Responsibilities:

Police Chief	Notify Mayor and Borough Manager or designee of hazardous road conditions.
Mayor	Declare snow emergencies.
Borough Manager	Deploy snow removal contractor or cease snow removal operations. Oversee performance of contractor.

References:

Newtown Borough Street Map

Newtown Borough Code: Chapter 51. Emergency Management; Emergency Responders

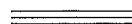
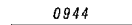
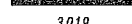
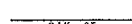
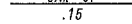
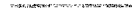
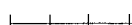
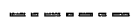
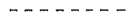
Newtown Borough Code: Chapter 480. Streets and Sidewalks

Newtown Borough Code: Chapter 535. Vehicles and Traffic

Revision history:

Version Number	Date approved	Revisions made

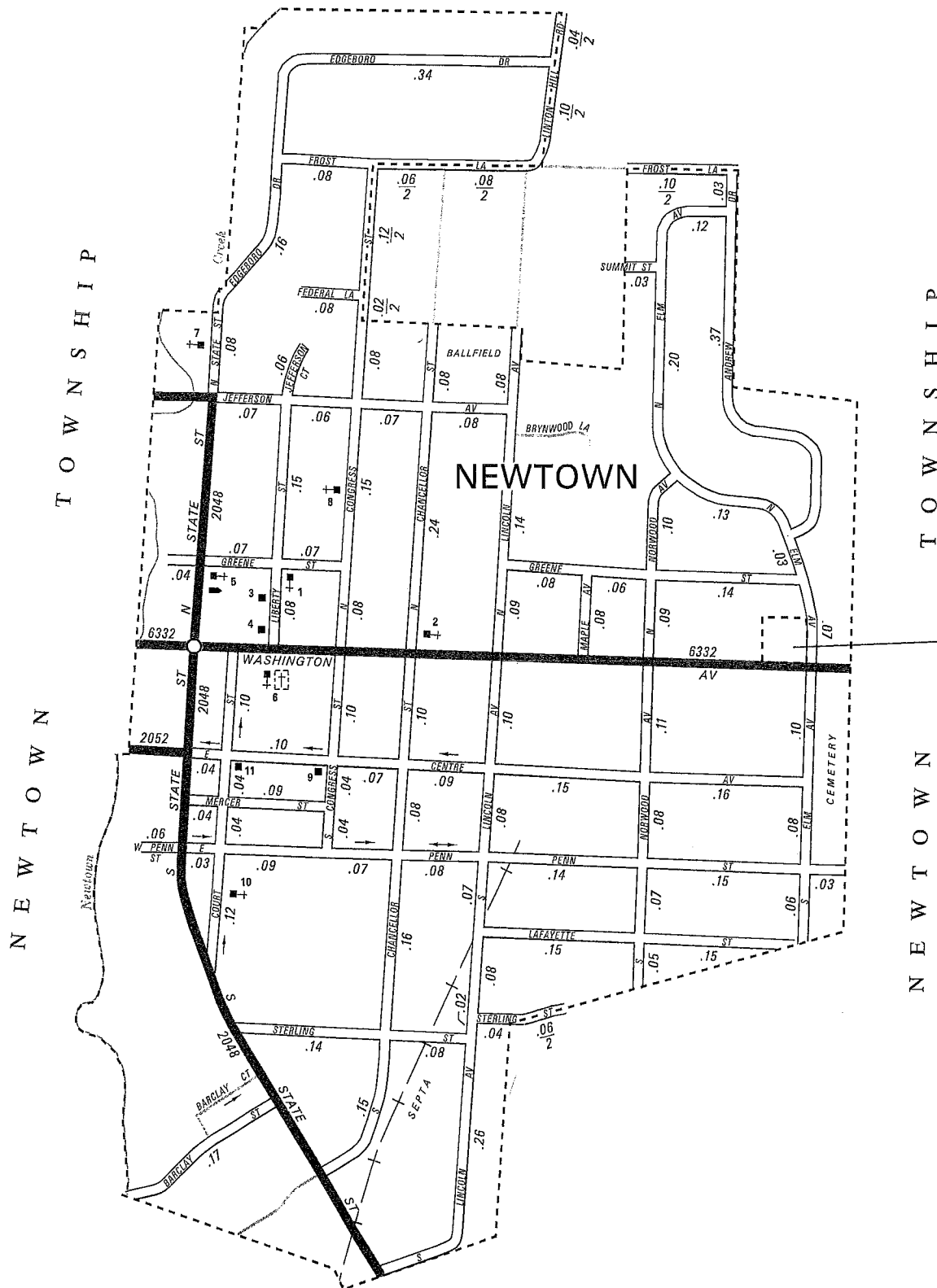
LEGEND

-  LIMITED ACCESS HIGHWAY
-  STATE ROUTE AND NUMBER
-  STATE MAINTAINED BRIDGE ON BOROUGH STREET
-  BOROUGH STREET NAME AND SEGMENT LENGTH IN MILES
-  TURNBACK BOROUGH STREET
-  BOROUGH ALLEY
-  OTHER ROAD
-  RAILROAD
-  STATE BOUNDARY
-  COUNTY BOUNDARY
-  TOWNSHIP BOUNDARY
-  CITY BOUNDARY
-  BOROUGH BOUNDARY
-  MUNICIPAL BUILDING
-  SPLIT MILEAGE BETWEEN MUNICIPALITIES
-  SCHOOL, COLLEGE OR UNIVERSITY
-  POINT OF INTEREST

Places of Worship and Points of Interest

- 1 United Methodist Church
- 2 Presbyterian Church
- 3 Police Station
- 4 Fire Station
- 5 Glazier Jewish Center
- 6 St. Lukes Episcopal Church and Cemetery
- 7 Macedonia Baptist Church
- 8 St Marks AME Zion Church
- 9 Public Library
- 10 Friends Meeting Church
- 11 Historical Association

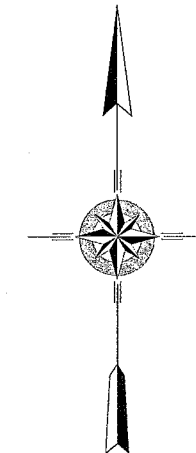
ANDREW DR
BARCLAY ST
CENTRE AV
CHANCELLOR ST
CONGRESS ST
COURT ST
EDGEBORO DR
ELM AV
FEDERAL LA
FROST LA
GREENE ST
JEFFERSON AV
JEFFERSON CT
LAFAYETTE ST
LIBERTY ST
LINCOLN AV
LINTON HILL RD
MAPLE AV
MERCER ST
NORWOOD AV
PENN ST
STATE ST
STERLING ST
SUMMIT ST



TOTAL MILES

Borough Road System	8.54
State Highway System	1.55
Total	10.09

POPULATION 2,312
(2000 Census)



NEWTOWN BOROUGH

BUCKS COUNTY

PREPARED BY THE

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BUREAU OF PLANNING AND RESEARCH
GEOGRAPHIC INFORMATION DIVISION

IN COOPERATION WITH THE

U.S. DEPARTMENT OF TRANSPORTATION
FEDERAL HIGHWAY ADMINISTRATION

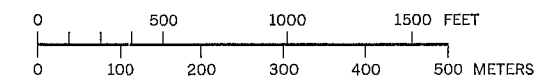
AND

MUNICIPAL SERVICES DISTRICT 6-0

MUNICIPAL CODE 09 412

REVISED PER FORM 990 DATED 9-27-10

SCALE



Attachments B, C, and D

Non-Collusion Affidavit

Non-Discrimination Clause

Drug and Alcohol Testing Program Affidavit

ATTACHMENT B

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I state that I am _____ of _____

(Title)

(Name of Firm)

And that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible 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 the 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 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 or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation 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:

I state that _____ understands and acknowledges that the above representations are material and important, and will be relied upon by Newtown Borough in awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from Newtown Borough of the true facts relating to the submission of bids for this contract.

Name and Title

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2026

Notary Public

My commission expires

ATTACHMENT C

NON-DISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.
2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.
3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.
6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or

suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

7. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

8. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

9. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

10. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

Bidder / Contractor (Print) _____

Bidder / Contractor (Signature) _____

Bidder / Contractor (Title) _____

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2026

Notary Public

My commission expires:

ATTACHMENT D

DRUG AND ALCOHOL TESTING PROGRAM AFFIDAVIT

Contractor agrees where applicable all Commercial Driver Licensed personnel are participating in a Drug and Alcohol Testing Program and so signifies by signing below.

Individual or firm name: _____

Individual or Responsible Officer for above: _____

(Print)

(Signature)

Date:

Name and Title

SWORN AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____ 2026

Notary Public

My commission expires