

**NEWTOWN BOROUGH**  
**PROPOSAL SPECIFICATIONS FOR SNOW REMOVAL AND ANTI-SKID APPLICATION SERVICES**

Contract Season:	October 1 <sup>st</sup> 2026 to April 1 <sup>st</sup> 2029
Bid Advertised:	May 28 <sup>th</sup> 2026 and June 4 <sup>th</sup> 2026
Newspaper:	Advance Publications, Inc.
Bid Opening:	10 AM Tuesday June 16 <sup>th</sup> 2026
Earliest Possible Bid Award:	June 17 <sup>th</sup> 2026

**INVITATION TO BID**

Newtown Borough is accepting sealed bids for snow removal and anti-skid material application services for winter seasons commencing October 1<sup>st</sup> 2026 through April 1<sup>st</sup> 2029. Bids will be received by the Borough via email at [manager@boroughofnewtown.com](mailto:manager@boroughofnewtown.com) until 10:00 a.m. prevailing time, on Tuesday June 16<sup>th</sup> 2026, at which time the bids will be opened and logged electronically. Proposals should be addressed to Borough Manager and labeled/subject line: "2026 Snow Removal Bids".

Bids must be submitted on forms furnished by the Borough. Specifications may be obtained by request to [manager@boroughofnewtown.com](mailto:manager@boroughofnewtown.com) or on the borough website: [www.boroughofnewtown.com](http://www.boroughofnewtown.com). Each proposal must be accompanied by a bid bond or certified check in the amount of 10% of the total bid proposal. The bid proposal shall be based on the total hourly rates for all equipment bid multiplied by ten (10) hours. Successful bidders will be required to furnish, within fifteen (15) days of the Contract award, a Performance bond in an amount equal to one hundred percent (100%) of the Contract price. Questions regarding the specifications shall be directed to the Borough Manager at the email address noted above. Questions regarding the specifications shall not be considered after Thursday June 11<sup>th</sup>, 2026, at 4:00 p.m. Submission of a question does not guarantee said question shall be answered.

The successful bidder must be readily available during inclement weather or forecasted precipitation and furnish a certificate of insurance in amounts specified by the Borough and naming the Borough as an additional insured.

Borough Council reserves the right to reject any or all bids and to award a contract deemed to be in the best interests of Newtown Borough. Bidders may withdraw their bid anytime up to the due date and time. Once the bid closing time is complete, no bidder may withdraw a bid. Requests for withdrawals of bids due to clerical error will be made in accordance with Commonwealth of Pennsylvania Act 4 of 1974(S.B. 793).

Craig Totaro Borough Manager

Advertised 5/22/2026 and 5/29/2026

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**ATTACHMENT A  
SNOW REMOVAL CONTRACT**

Individual or firm name: \_\_\_\_\_

Name of Point of Contact: \_\_\_\_\_

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

Cell: \_\_\_\_\_

Email: \_\_\_\_\_

The contractor agrees to provide to Newtown Borough:

**1. Provision of Equipment**

The Contractor shall furnish all snow and ice removal equipment as identified in Attachment B including all vehicles, plows, spreaders, and ancillary equipment necessary to perform the services required under this Agreement. All equipment shall conform to the specifications set forth in the bid submission and shall be available for deployment upon request by the Borough.

**2. Operators and Licensing**

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.

**3. Communication and Availability**

The Contractor shall maintain continuous and reliable communication capability, including telephone and/or electronic communication, to receive service requests from the Borough at all times during inclement weather or forecasted weather events. The Contractor shall ensure that a responsible representative is available at all times to receive and respond to Borough directives.

**4. Response Time and Mobilization**

Upon notification by the Borough, the Contractor shall mobilize and deploy equipment and personnel within thirty (30) minutes, in accordance with Section 10 of this Agreement, which shall govern performance standards and enforcement. Mobilization shall include arrival at the designated Borough location or assigned route with fully operational equipment and personnel ready to perform services.

**5. Insurance Requirements**

The Contractor shall maintain, at its sole cost and expense, all insurance coverage required under this Agreement, including general liability and workers' compensation insurance in the amounts specified by the Borough. Such coverage shall remain in full force and effect for the duration of the contract term. Certificates of insurance naming Newtown Borough as an additional insured shall be provided prior to commencement of work and upon renewal of any policy.

## **6. Equipment Operation and Maintenance**

All equipment furnished by the Contractor shall be operated and maintained at the Contractor's sole cost and expense. The Contractor shall ensure that all equipment is properly maintained, fueled, and in safe working condition at all times. Equipment that is inoperable or unsafe shall be immediately removed from service and replaced with approved substitute equipment.

## **7. Scope of Services and Work Standards**

The Contractor shall perform snow and ice removal services on Borough roadways, rights-of-way, municipal parking areas, and designated Borough-owned facilities, including but not limited to sidewalks, walkways, parks, and other public properties, as directed by the Borough, in its sole discretion. Such services may include plowing, anti-skid application, snow relocation, and manual snow removal (including shoveling or similar hand labor) as required to maintain safe access to Borough facilities and public areas. The Borough may assign specific facilities, sidewalks, or parking areas for service, and may establish priority levels for such locations at its discretion. All work shall be performed in a good and workmanlike manner, consistent with industry standards and in accordance with:

- a. The Snow Plan Map identified as Attachment L; and
- b. The Newtown Borough Snow and Ice Control Plan identified as Attachment M.

The Contractor shall comply with all directives issued by the Borough Manager, Police Department, or other authorized representatives regarding routing, prioritization, and service levels.

## **8. Invoicing**

The Contractor shall submit invoices for services rendered within seven (7) days of the completion of such services, in accordance with Section 13 of this Agreement. Failure to submit timely and properly documented invoices may result in delay or denial of payment.

## **9. Compensation**

Compensation for services performed under this Agreement shall be based on the rates submitted by the Contractor in Attachment C, 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. All compensation shall be subject to verification, audit, and compliance with the billing requirements set forth herein.

## **10. Seasonal Advance; Compensation; Not-to-Exceed Amount**

This Agreement shall be for a term commencing October 1, 2026 and continuing through April 1, 2029, encompassing three (3) winter seasons (each, a "Contract Season"). The Contractor acknowledges that, aside from the seasonal advance, no minimum quantity of work or level of utilization is guaranteed under this Agreement.

For each Contract Season, the Contractor shall be compensated for services performed in accordance with the unit prices set forth in Attachment C.

At the commencement of each Contract Season, the Borough shall provide the Contractor with a seasonal advance payment in the amount of **Fifteen Thousand Dollars (\$15,000.00)**. This advance shall constitute a prepayment for services to be performed during that Contract Season and shall be applied as a credit against amounts earned by the Contractor for services rendered during that same Contract Season.

All services performed shall be tracked and invoiced in accordance with the unit prices set forth herein. The Contractor's invoices shall reflect the cumulative value of services performed within the applicable Contract Season, and the seasonal advance shall be applied against such invoiced amounts until exhausted.

In the event that the total value of services performed during a Contract Season is less than Fifteen Thousand Dollars (\$15,000.00), the Contractor shall retain the full amount of the seasonal advance as compensation for availability, mobilization, and readiness to perform services during that Contract Season.

In the event that the total value of services performed during a Contract Season exceeds Fifteen Thousand Dollars (\$15,000.00), the Borough shall pay the Contractor for all additional services performed during that Contract Season at the unit prices set forth in Attachment C, less any remaining balance of the seasonal advance.

Notwithstanding the foregoing, the total compensation paid to the Contractor for services performed during any single Contract Season shall not exceed **Eighty-Five Thousand Dollars (\$85,000.00)** (the "Seasonal Not-to-Exceed Amount"), unless otherwise authorized in writing by the Borough through a duly approved contract amendment.

Unused portions of the seasonal advance shall not carry over between Contract Seasons, and the Seasonal Not-to-Exceed Amount shall apply separately and independently to each Contract Season.

The Contractor acknowledges and agrees that no compensation shall be due or payable for services performed in excess of the Seasonal Not-to-Exceed Amount for any Contract Season.

#### **11. Performance Standards and Response**

The Contractor shall respond to all requests for service issued by Newtown Borough within thirty (30) minutes of notification. Notification may be made by verbal, electronic, or other means as determined by the Borough. Failure to mobilize within forty-five (45) minutes of such notification, absent prior authorization from the Borough, shall constitute a failure to perform under the terms of this Agreement.

In the event of Contractor default, failure to timely respond, 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. Equipment Availability and Commitment**

The Contractor represents and warrants that all equipment identified in Attachment C shall be available for deployment throughout the term of this Agreement. All equipment shall be maintained in safe, operable condition and suitable for the intended use. Substitution of equipment shall not be permitted without prior approval of the Borough.

The Contractor shall have sufficient equipment, personnel, and operational capacity to service the Borough's entire roadway network, municipal facilities, and designated service areas during a single storm event, including extended or successive events. The Contractor acknowledges that it is being engaged as the Borough's primary snow and ice operations contractor. This obligation is material to the Agreement.

Failure to provide the equipment committed in the Contractor's bid, when requested by the Borough, shall be deemed a failure to perform under this Agreement.

### **13. Continuous Operations**

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 its obligations under this Agreement.

### **14. Billing and Documentation**

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:

- a) Date and time of mobilization and demobilization
- b) Equipment utilized (by type and unit, if applicable)
- c) Operator identification (if applicable)
- d) Location or route serviced
- e) Type of service performed (plowing, salting, anti-skid application)

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

### **15. Billing Parameters**

All hourly equipment charges shall be billed in increments of not less than one-half (½) hour.

Billable time shall commence upon arrival of the Contractor's equipment within the Borough or at the assigned service location, as directed, and shall conclude upon completion of assigned work.

Standby time shall not be billable unless expressly authorized in advance by the Borough.

### **16. Material Application and Billing**

Charges for anti-skid materials shall be billed on a per-ton basis and must be supported by delivery tickets, load slips, or other documentation acceptable to the Borough. Equipment operation, loading, transport, and application activities associated with anti-skid operations shall be compensated through the applicable hourly equipment rates set forth in Attachment C.

The Borough reserves the right to verify quantities applied and to reject unsupported or excessive quantities.

### **17. Payment Review and Audit**

The Borough reserves the right to audit any and all records of the Contractor related to services performed under this Agreement, including but not limited to equipment logs, operator records, timesheets, and material usage documentation.

The Contractor shall make such records available to the Borough upon reasonable request. Any discrepancies identified through audit may result in adjustment of payment.

### **18. Withholding of Payment**

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

Payment shall be released upon satisfactory resolution of such issues as determined by the Borough.

**19. Performance Bond Enforcement**

In the event of Contractor default, failure to perform, or failure to comply with the terms of this Agreement, the Borough may enforce the performance bond, including recovery of costs incurred by the Borough as a result of such default.

Contractor understands and agrees that the bid documents which include the Invitation to Bid, Instruction to Bidders, Proposal Specifications, Non-Collusion Affidavit, Workmen’s Compensation Affidavit, Bid Security, Performance Bond, Insurance Requirement Affidavit, Drug and alcohol Testing Program Affidavit, Schedule of Equipment, and Bid Submission Form as well as the Borough’s Snow and Ice Control Plan, Emergency Weather Ordinance, the Borough streets map and facilities list are all incorporated herein and made a part of this Contract.

Individual or firm name: \_\_\_\_\_

Individual or Responsible Officer for above: \_\_\_\_\_  
(Print) (Signature)

Date: \_\_\_\_\_

Witness or Attest: \_\_\_\_\_  
(Print) (Signature)

Date: \_\_\_\_\_

**Note:** Newtown Borough Council reserves the right to reject any and/or all bids, or any portion thereof when deemed in its sole opinion to be in the best interests of Newtown Borough.

## **ATTACHMENT B**

### **SCHEDULE OF EQUIPMENT FOR SNOW REMOVAL EQUIPMENT WITH OPERATORS**

Proposals are sought for the following types of equipment with operators commercially licensed by Commonwealth of Pennsylvania for ***equipment including operators***:

**Item 1:** Six-wheel dump truck 26,000 GVW or greater with 10' to 11' two-way plow and tailgate salt spreader.

**Item 2:** Four-wheel drive, six-wheel dump truck 17,500 – 26,000 GVW with 10' to 11' two-way plow and tailgate spreader.

**Item 3:** Four-wheel drive, six-wheel dump truck 9,000 – 11,000 GVW with 8' to 9' two-way plow and tailgate spreader.

**Item 4:** Four-wheel drive pickup 7,500 – 9,000 GVW with 8' to 9' two-way plow and tailgate salt spreader.

**Item 5:** Rubber tire loader, 3 cubic yard bucket.

**Item 6:** Four-wheel backhoe.

**Item 7:** Skid loader.

**Item 8:** Snow blower.

**Item 9:** Snow shovel laborers (cost per hour).

**Item 10:** Anti-skid – supplied by contractor (cost per ton)

#### **MUST PROVIDE anti-skid specifications.**

**Note:** It is the intention of Newtown Borough Council to award a single primary contract to the lowest responsible bidder. The successful Contractor shall be responsible for providing sufficient personnel, equipment, materials, and operational capacity to perform all snow and ice control services required by the Borough during storm events throughout the contract term.

The Borough reserves the right to reject any or all bids and to award a contract in the best interests of the Borough.

**ATTACHMENT C  
 BID SUBMISSION FORM**

Bidder/Company Name: \_\_\_\_\_

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

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

**SECTION 1 – EQUIPMENT & HOURLY RATES**

Item No.	Equipment Description	Make/Model	GVW / Size	No. of Units	Hourly Rate (\$/hr)
1	Six-wheel dump truck (≥26,000 GVW) w/ 10'–11' plow & spreader				
2	4WD six-wheel dump (17,500–26,000 GVW) w/ plow & spreader				
3	4WD six-wheel dump (9,000–11,000 GVW) w/ plow & spreader				
4	4WD pickup (7,500–9,000 GVW) w/ plow & spreader				
5	Rubber tire loader (3 CY bucket)				
6	Backhoe				
7	Skid loader				
8	Snow blower				
9	Snow shovel labor (per person)	N/A	N/A		

**SECTION 2 – ANTI-SKID MATERIAL**

Item No.	Description	Unit	Rate (\$)
10	Anti-skid (road salt) – supplied by contractor (cost per ton)	Per Ton	

Material Type / Specification: \_\_\_\_\_

**SECTION 3 – EQUIPMENT SUMMARY**

Total Number of Plow Trucks Available: \_\_\_\_\_

Total Number of Support Equipment Units (loaders, skid, etc.): \_\_\_\_\_

Primary Staging Location: \_\_\_\_\_

Estimated Mobilization Time to Borough: \_\_\_\_\_ minutes

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**SECTION 4 – CONTRACTOR CERTIFICATION**

The undersigned bidder certifies that:

- All equipment listed above is available for deployment as required by the Borough.
  - All operators are properly licensed and qualified.
  - Pricing includes all labor, fuel, maintenance, insurance, and overhead costs.
  - The bidder has sufficient capacity to service the Borough’s full operational needs.
  - The bidder has reviewed and agrees to all terms and conditions set forth in this bid package.
- 

**SECTION 5 – SIGNATURE**

Authorized Signature: \_\_\_\_\_

Printed Name & Title: \_\_\_\_\_

Date: \_\_\_\_\_

**SECTION 6 – BID EVALUATION (FOR BOROUGH USE)**

*The Bid Evaluation Total is for bid comparison purposes only and does not guarantee quantities or actual usage.*

Item	Basis	Amount
Total hourly equipment pricing	Sum of hourly rates × 10 hours	\$_____
Anti-skid material pricing	Unit price per ton × 100 tons	\$_____
Total Bid Evaluation Amount	Sum of above	\$_____

**Attachment D**  
**INSTRUCTIONS TO BIDDERS**

**1. PROJECT OVERVIEW:**

Newtown Borough is seeking qualified contractors to provide snow plowing, anti-skid application, sidewalk clearing, and related winter maintenance services for Borough streets, municipal parking lots, sidewalks, parks, and other public facilities during the winter seasons of October 1, 2026 through April 1, 2029.

The Borough maintains approximately:

- **10.09 miles** of Borough-owned streets;
- **Five (5)** Borough-owned or controlled sidewalk/pedestrian areas; and
- **Two (2)** municipal parking facilities.

Services may include:

- Snow plowing of Borough streets and lots;
- Anti-skid or salt application;
- Sidewalk and walkway clearing;
- Snow relocation or loading; and
- Manual snow removal labor.

The selected contractor shall serve as the Borough's primary snow and ice removal contractor and shall provide sufficient equipment, personnel, and materials to perform all required services Borough-wide during storm events.

Detailed equipment specifications, work requirements, and contract terms are included in Attachments A through O.

- 2. EXAMINATION OF THE BOROUGH:** Bidders shall be, and hereby are, directed to inspect the entire Borough of Newtown so that they might make their own judgment with respect to all the circumstances affecting the cost of the services in question and the nature of the work to be performed. The bidders shall assume all risks, whether or not patent, latent, hidden, or foreseeable, in connection with the aforesaid.
- 3. SPECIFICATIONS AND DOCUMENTS:** Bidders are advised to carefully examine the documents and specifications describing the proposed work and make their own independent judgment with respect to the circumstances affecting the cost of the work and the performance required.
- 4. CONDITIONS OF WORK:** The Borough of Newtown does not make any representations in connection with any phase of this proposal or in connection with any of the supplementary material which forms part of the total proposal. Bidders must inform themselves fully of all the conditions relating to the work in question. Failure to do so will not relieve the successful bidder of his obligation to furnish and perform the work which

forms the basis of this proposal or to carry out the provisions of the Contract with respect to performance of the contemplated work set forth in his bid. Insofar as possible, the successful bidder in the execution of the work called for in this proposal must employ such methods or means as will avoid an interruption or interference with the operation of the affairs of the Borough of Newtown, and the bidder shall likewise take the necessary steps to insure that there will be no infringement on the rights of the public during the course of the Contract.

- 5. PREPARATION & SUBMISSION OF PROPOSALS:** Proposals must be submitted on the prescribed form entitled “Bid Submission Form – Snow Removal Services” (Attachment C). Proposals must be submitted unconditionally and in strict conformity with the requirements stated in Attachment C “Bid Submission Form.” Each bidder must submit their proposal electronically to [manager@boroughofnewtown.com](mailto:manager@boroughofnewtown.com) by 10:00 a.m. prevailing time, on Tuesday June 16<sup>th</sup> 2026. The failure to conform to any of these requirements, in the Borough’s sole discretion, shall result in the classification of a “bid or proposal” as being nonresponsive and subject to rejection.
- 6. BID SECURITY:** Each proposal must be accompanied by a Bid Bond or certified check to the order of the Borough of Newtown in the amount of ten (10%) percent of the total bid proposal. Each proposal must be accompanied by a letter of consent from an approved surety company that is licensed to conduct business in the Commonwealth of Pennsylvania, and such letter shall state that the surety therein mentioned agrees to furnish the required Performance Bond and any other bond required as a condition for the acceptance of proposal or award of contract hereunder. Failure to submit Bid Security as specified in this section shall result in the bidder’s disqualification.
- 7. DISPOSITION OF BID SECURITY:** As soon as the lowest responsible bidder has been selected, all Bid Bonds and/or checks submitted with bids thereon shall be returned to all unsuccessful Bidders, other than the lowest responsible bidder to whom the award is made, who shall thereupon execute the Contract and furnish the required Performance Bond and Certificate of Insurance within fifteen (15) days after receiving notice of award from the Borough. Upon the execution and delivery of the Contract and the furnishing of the required Performance Bond and Certificate of Insurance of said Contract, the Bid Bond and/or checks submitted by the said lowest responsible bidder shall be returned to such successful Bidder. In the event the Bidder to whom such award is made shall fail to execute and deliver a contract and the necessary Performance Bond and Certificate of Insurance within fifteen (15) days after notice of award from the Borough, the award to him shall be vacated and such Bid Bond or checks shall be forfeited as liquidated damages, but not as a penalty.
- 8. INTERPRETATIONS:** If any person contemplating submission of a proposal in response to this Invitation to Bid is in doubt as to the true meaning of any provision, a written question may be submitted to the Borough via email at [manager@boroughofnewtown.com](mailto:manager@boroughofnewtown.com) . All questions must be submitted to the Borough by 4:00 p.m. on Thursday June 11<sup>th</sup>, 2026. Answers to questions will be distributed simultaneously to all known prospective bidders and if said answers require the provisions of these bid specifications to be amended, the Borough will issue a formal written Addendum to all known prospective bidders. Submission of a question does not guarantee said question shall be answered.
- 9. WITHDRAW OF PROPOSAL:** No proposal may be altered or otherwise modified after it has been duly deposited with the Borough. Bidders may withdraw their bid anytime up to the due date and time specified

in this Invitation to Bid. Once the bid closing time is complete, no bidder may withdraw a bid. Requests for withdrawal of bids due to clerical error will be made in accordance with Commonwealth of Pennsylvania Act 4 of 1974 (S.B. 793).

**10. COLLUSIVE BIDS:** Proposals of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such manner as to make it appear that the proposal submitted is on a competitive basis from different parties shall be considered a collusive bidder. The Borough may reject the bid proposals of any collusive bidder upon bid opening.

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

- Attachment "E" the Non-Collusion Affidavit
- Attachment "G" the Affidavit Accepting Provisions of the Workmen's Compensation Act
- Attachment "J" the Insurance Requirements Affidavit,
- Attachment "K" the Drug and Alcohol Testing Program Affidavit.
- Attachment "F" Non-discrimination Clause

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.

**12. EQUAL OPPORTUNITY:** Each bidder shall agree, consistent with Borough policy, not to discriminate on the grounds of race, color, religion, sex, sexual orientation, national origin or citizenship status, age disability, or veteran's status and to provide reasonable accommodations to qualified individuals with disabilities upon request. Each bidder is required to fully complete, execute, and submit with their bid proposal, Attachment "F", the Non-Discrimination Clause. Failure to submit said Non-Discrimination Clause may result in the bidder's disqualification.

**13. BASIS OF AWARD:** The bid award will be based on the lowest responsible evaluated bid. The Borough reserves the right to reject all and any part of any or all bids submitted, or may waive any informalities, irregularities, or administrative or technical defects of bids, and may act in a manner as it may deem best for the interest of the Borough of Newtown.

**ATTACHMENT E  
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 of 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 F

### 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.

7. 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.

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

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

10. 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.

11. 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 G**

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

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

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

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

being duly sworn according to law deposes and says that (he/they/it) has/have accepted the provisions of the Workmen's Compensation Act 1915 of the Commonwealth of Pennsylvania, with its supplements and amendments, and (has/have) insured (his/their/its) liability thereunder in accordance with the terms of said Act with \_\_\_\_\_.

(Surety Company)

\_\_\_\_\_  
Contractor (Please print)

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Name and Title

SWORN AND SUBSCRIBED BEFORE ME THIS \_\_\_\_\_ DAY OF 2026

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

\_\_\_\_\_  
My commission expires

**ATTACHMENT H**  
**BID SECURITY**

Each proposal must be accompanied by a bid bond or certified check in the amount of 10% of the total bid proposal. Failure to submit said Bid Security as specified shall result in the bidder's disqualification.

**ATTACHMENT I**  
**PERFORMANCE BOND**

A Performance Bond acceptable to the Borough in an amount equal to One Hundred percent (100%) of the Contract price must be posted with the Borough within fifteen (15) days of Contract award.

**ATTACHMENT J  
INSURANCE REQUIREMENT AFFIDAVIT**

The successful bidder shall within fifteen (15) 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.

Contractor agrees in all matters to hold Newtown Borough harmless 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

**ATTACHMENT K  
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

**LEGEND**

- LIMITED ACCESS HIGHWAY
- STATE ROUTE (No NJP1:1m)
- STATE MAINTAINED BRIDGE ON HIGHWAY STREET
- BOROUGH STREET NAME AND SEGMENT LENGTH IN FEET
- TURNPIKE BOUNDARY
- ROUTE MILE
- FERRY ROAD
- RURAL ROAD
- STATE MUNICIPALITY
- COUNTY BOUNDARY
- TOWNSHIP BOUNDARY
- CITY BOUNDARY
- 801 WUG BOUNDARY
- MUNICIPAL BUILDING
- SPLIT MILAGE BETWEEN MUNICIPALITIES
- SCHOOL, COLLEGE OR UNIVERSITY
- POINT OF INTEREST

1. 16.HL

1. 16.HL

1. 16.HL

ANNEW DR  
S-M-UTar  
CLIMBE AB  
JANELIGI ST  
ru-8-8-8 88

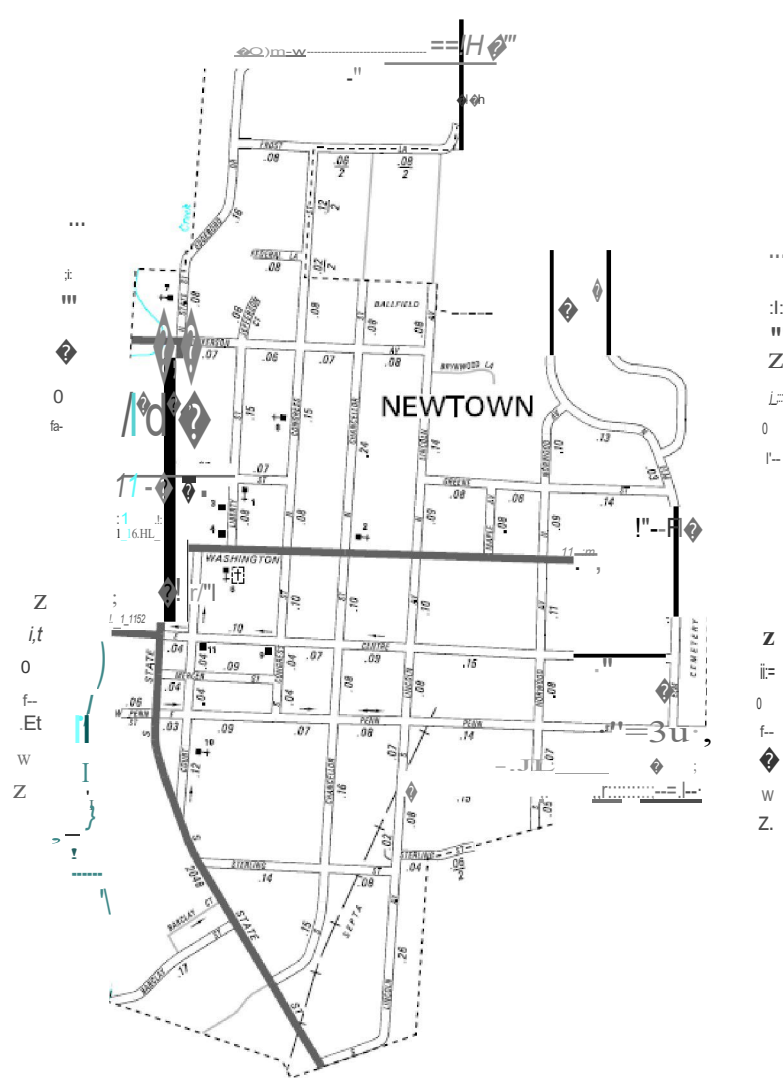
1. 16.HL

1. 16.HL

1. 16.HL

TOTAL MILES  
Borough Road System 8.54  
State Highway System 1.55  
Total 10.09

POPULATION 2,112  
(2000 Census)



1. 16.HL

**NEWTOWN BOROUGH**

BUCKS COUNTY

PENNSYLVANIA DEPARTMENT OF TRANSPORTATION

BUREAU OF PLANNING AND RESEARCH  
GEOGRAPHIC INFORMATION DIVISION

U.S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

MUNICIPAL SERVICES DISTRICT 8-0  
MUNICIPAL CODE 09 412

VISITORS 91-0 D-11-D 47-10



1. 16.HL

**ATTACHMENT L  
BOROUGH MAP**

## **ATTACHMENT M**

### **SNOW AND ICE CONTROL PLAN**

Newtown Borough's goal is to provide timely, efficient, and cost-effective winter maintenance on Borough-owned roadways, parks, walkways, and municipal facilities ("Property"). The primary objective during all snow and ice events is to maintain safe travel conditions for the public. The Borough strives to ensure that roadways remain passable and that adequate traction is available for vehicles properly equipped for winter driving; however, residents and motorists should understand that snow and ice conditions may persist during and immediately following storm events. The Borough does not guarantee bare pavement or dry roadway conditions and instead focuses on achieving safe and manageable travel conditions within the limits of available resources, weather conditions, and operational constraints.

The Borough includes three types of roadway systems: Borough-owned roads, state-owned roads maintained by the PennDOT, and privately maintained roads located within residential developments or associations. The Borough is responsible for snow and ice removal on all State and Borough roadways; however, ownership of state routes remains with PennDOT. Private roads are maintained by the respective property owners or associations and are not serviced by the Borough unless otherwise authorized.

All snow and ice removal operations are centrally coordinated to ensure consistency, safety, and efficiency. Decisions to initiate or suspend operations are made by the Borough Manager, the Chief of Police, or their designated representatives, often in consultation with Emergency Management personnel. Contractors are deployed only at the direction of the Borough and are not authorized to self-deploy or alter assigned operations independently. During severe or extended weather events, a State of Emergency may be declared by the Governor or local officials, which may impose additional restrictions on travel and parking.

Snow removal operations typically begin when approximately two inches of snow have accumulated and conditions indicate that further accumulation or deteriorating roadway conditions are expected. The Borough follows a priority-based approach to plowing, with primary and heavily traveled roads addressed first, followed by secondary and residential streets. During significant storm events, roadways may be plowed multiple times to maintain pass-ability.

Parking restrictions are strictly enforced during snow events. Upon declaration of a snow emergency, parking is prohibited on designated streets and snow routes, and vehicles must be removed within the timeframes established by ordinance. Failure to comply may result in fines or other enforcement actions. These measures are necessary to allow snow removal equipment to operate efficiently and to prevent unsafe conditions caused by obstructed roadways.

# Attachment N

## Emergency Weather Ordinance

### Article IV Snow and Ice Emergencies

The following words shall be construed throughout this article to have the meanings herein indicated. The singular shall include the plural, and the plural shall include the singular.

**OWNER**: A person or persons owning or holding title to a vehicle, including the equitable title thereto. A person may be deemed to be an "owner" if that person exercises sufficient dominion and control over the vehicle as to amount to ownership or represents himself to be the "owner."

**PARKING**: The standing of a vehicle, except a Police or Fire Department vehicle or ambulance, whether occupied or not, upon a highway or street of the Borough otherwise than temporarily for the purpose of and while actually engaged in loading or unloading or in obedience to traffic regulations or traffic signs or signals.

**PERSON**: Any natural person, firm, copartnership, association, corporation or legal entity whatsoever.

**SNOW EMERGENCY**: A snow emergency shall be deemed to exist upon the occurrence of any of the following:

**A.** The prediction of a heavy snow warning by any reputable weather forecasting service when such prediction shall include the geographic area of the Borough of Newtown. A "heavy snow warning" shall be deemed to be any warning denominated as such or any such prediction of snowfall in excess of four inches.

**B.** The actual accumulation of snow or frozen precipitation upon the streets of Newtown Borough, whether drifting or not, so as to require the inception of actual snowplowing or removal operations.

**C.** An oral or written declaration by the Mayor, Council or the Chief or Acting Chief of Police, except that a declared snow emergency shall be deemed to be in effect only upon public notice, which need not be written, of the snow emergency by the Borough police. In such event, compliance with this article must be effected within 1/2 hour after such notice or the offender shall be liable to the enforcement and penalties hereof.

**D.** A snow emergency shall cease as declared by the Mayor, Council or the Chief or Acting Chief of Police or when the necessity therefor ceases; provided, however, that in the prosecution of any offense under this article, the burden shall be upon the defendant to produce evidence that the necessity for the implementation of the provisions of this article had ceased because of natural or other conditions as of the time of the offense with which such person was charged under provisions of this article.

**STREETS**: Every way or place, of whatever nature, dedicated to the public use for the purpose of vehicular travel, but not including a roadway or driveway upon grounds owned by private persons.

**VEHICLE**: Any device in, upon or by which any person or property is or may be transported or drawn upon a public highway, including trucks, automobiles, bicycles, motor-powered bicycles, motorcycles, tractors or any other device whatsoever capable of moving upon wheels, or of being parked along the public highway.

### § 535-34 Prohibited parking.

**A.** The parking of any vehicles shall be prohibited on:

**(1).** State Street from the intersection of State Street and Jefferson Street to the intersection of State Street with the southerly governmental boundary of the Borough of Newtown, including the entire right-of-way thereof.

**(2).** Washington Avenue from its westerly intersection with the Borough line at or near Newtown Creek to the intersection of Washington Avenue with the easterly boundary line of the Borough, including the entire right-of-way thereof.

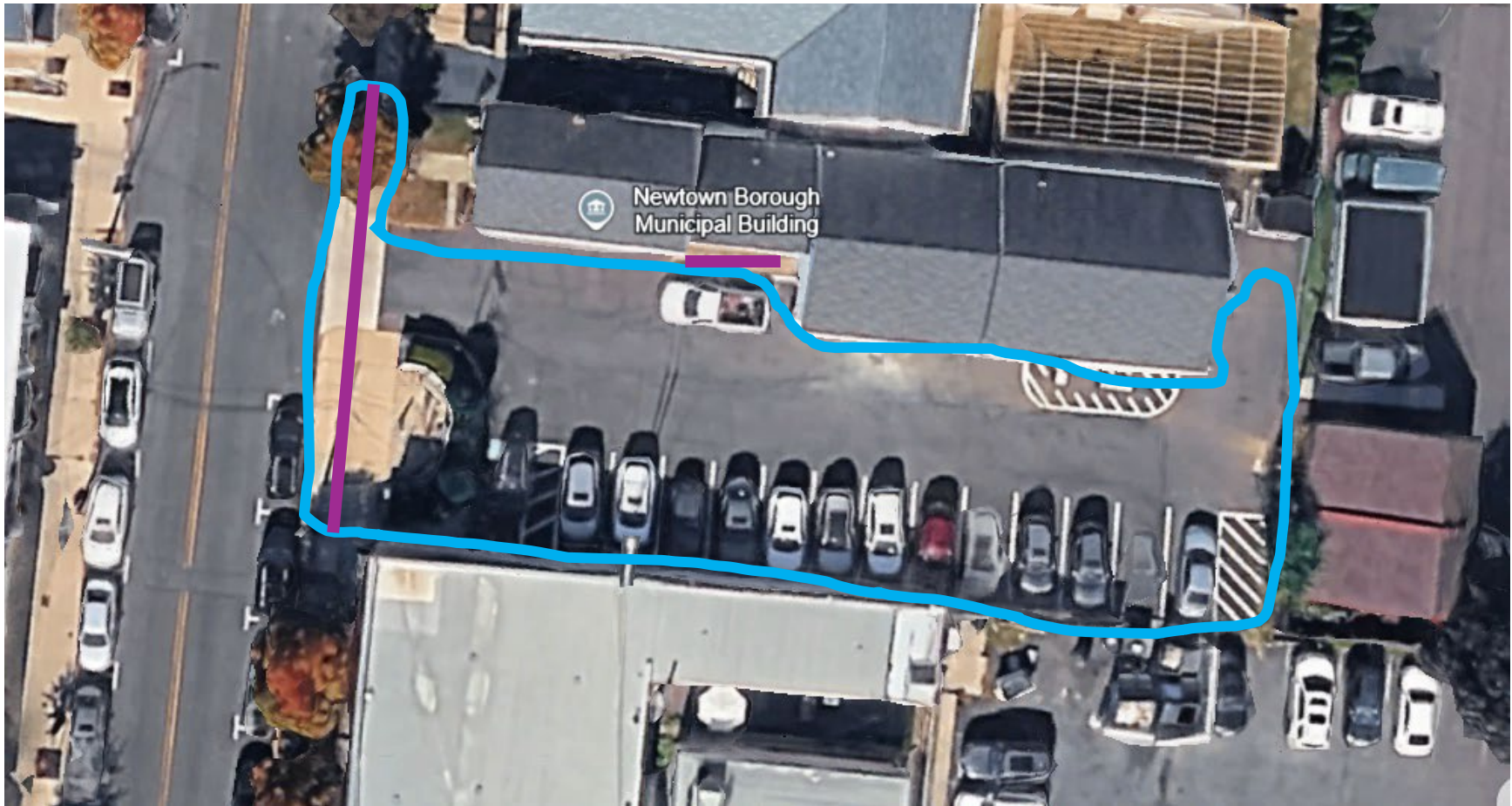
**(3).** Any other street or streets in the Borough of Newtown or any part thereof where Snow Emergency Route signs are posted.

**B.** During the continuance of snow emergencies as they may be designated by temporary police order, either upon the posting of notice to such effect or upon verbal notice given to the owner of any automobile or any person in the position of owner or operator or possessor thereof, compliance with this article must be had within 1/2 hour of such notice to avoid the enforcement and penalty of this article.

**A.** Section 535-34 shall be immediately enforceable upon the posting of signs reasonably advising persons owning, operating or possessing vehicles of the implementation of this article.

**B.** Section 535-34 shall be enforceable upon verbal notice, whether signs are posted or not. If there is neither a posted sign nor verbal notice, in a § 535-35 prosecution, no penalty shall be imposed for a first offense under this article, nor shall any prosecution be brought for a second or subsequent violation of this article unless notice has been given or an attempt has been made to notify the violator by regular mail to his Department of Transportation address of a prior violation of this article, as required by law.

Attachment O -- Borough Lots and Facilities



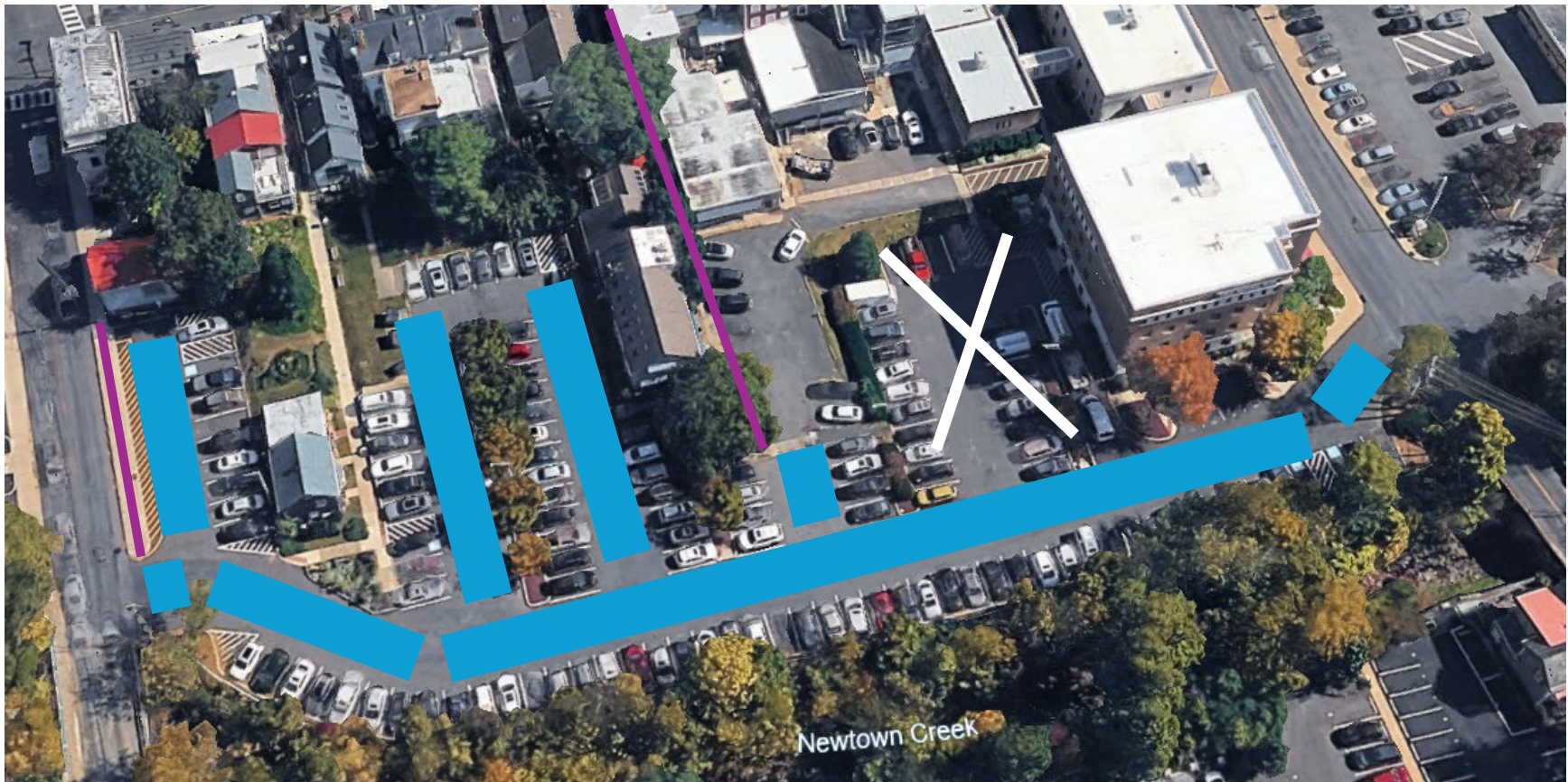
**Borough Hall** – 23 North State Street

- **Plow** -- Parking lot
- **Shovel** -- Front sidewalk, ramp to side door. (Front door and walk door to sidewalk is NOT in Scope, not used)



**Borough Hall – 23 North State Street**

- **Plow** -- Parking lot
- **Shovel** -- Front sidewalk, ramp to side door. (Front door and walk door to sidewalk is NOT in Scope, not used)



**Municipal Parking Lot – Behind North State Street**

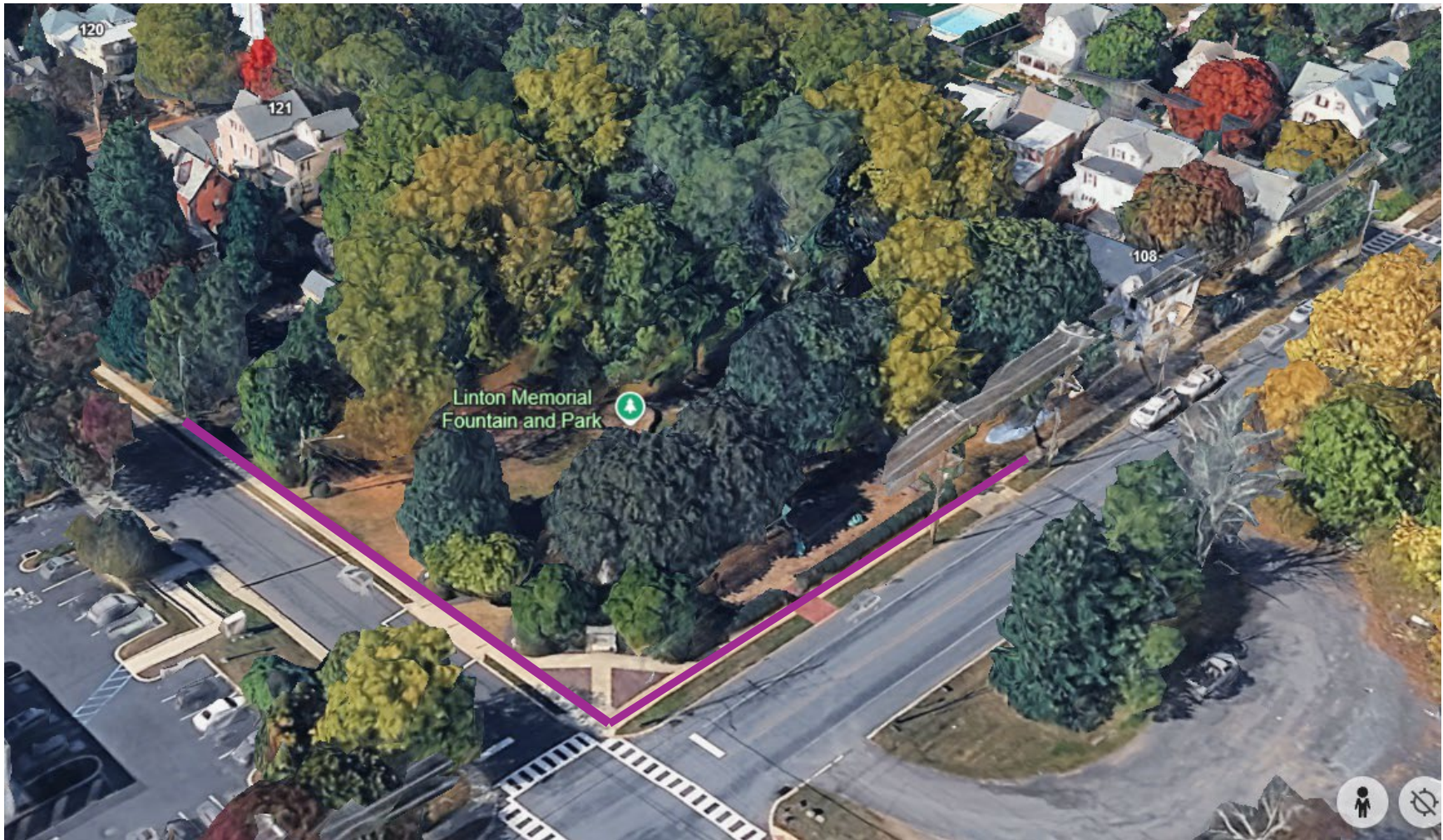
- **Plow** -- Parking lot
- **Shovel** – Washington Avenue sidewalk and midblock cut through pathway





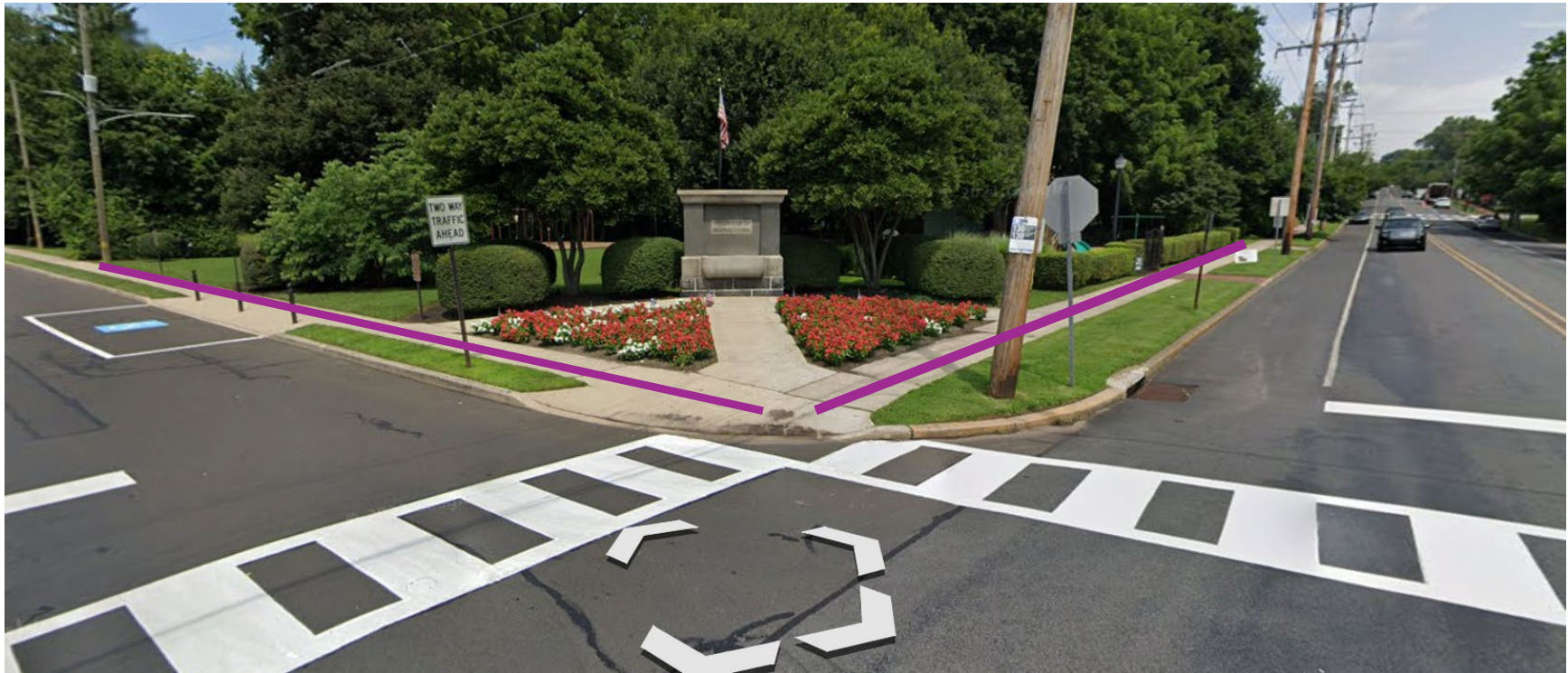
**Patriots Park Northwest corner of Mercer and Congress Streets**

- **Plow** -- None
- **Shovel** – Brick sidewalk along white fence to property line. Interior pathways NOT in scope



**Linton Park – Northwest Corner of Lincoln and Penn Streets**

- **Plow** -- None
- **Shovel** – Sidewalks to property lines Interior pathways NOT in scope.



**Linton Park** – Northwest Corner of Lincoln and Penn Streets

- **Plow** -- None
- **Shovel** – Sidewalks to property lines Interior pathways NOT in scope.



**Pickering Baseball Field – Northwest Corner of Lincoln and Jefferson**

- **Plow** -- None
- **Shovel** – Sidewalk on Lincoln Avenue to property line. Interior pathways NOT in scope.



**Pickering Baseball Field – Northwest Corner of Lincoln and Jefferson**

- **Plow** -- None
- **Shovel** – Sidewalk on Lincoln Avenue to property line. Interior pathways NOT in scope.



**Brian Gregg Park – 128 North Congress Street**

- **Plow** -- None
- **Shovel** – Sidewalk/steps to entrance ONLY. Interior pathways NOT in scope.



**Police Station – 22 North Liberty Street**

- **Plow** – Rear Lot and alley access to Greene Street
- **Shovel** – Sidewalk to back lot and front sidewalk



Police Station

**Police Station – 22 North Liberty Street**

- **Plow** – Rear Lot and alley access to Greene Street
- **Shovel** – Sidewalk to back lot and front sidewalk