



COUNTY OF DELAWARE  
GOVERNMENT CENTER BUILDING  
DEPARTMENT OF CENTRAL PURCHASING  
201 W. FRONT STREET  
MEDIA, PENNSYLVANIA 19063  
(610) 891-4427

**REQUEST FOR PROPOSAL  
ENGINEERING CONSULTANT SERVICES  
MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN**

*FAIR & OPEN PUBLIC SOLICITATION*

**SUBMISSION DEADLINE:**

- DATE: WEDNESDAY, MAY 11, 2022
- TIME: 11:00 AM
- PLACE: [PennBid \(procureware.com\)](https://www.pennbid.com)

## **REQUEST FOR PROPOSAL ENGINEERING CONSULTANT SERVICES**

The County of Delaware is soliciting proposals through the competitive contracting process for ENGINEERING CONSULTANT SERVICES for MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN to provide preliminary and final design/engineering, pre-construction work, and bidding services.

RFP responses will be received **virtually** via [PennBid \(procureware.com\)](https://www.pennbid.com) by the Department of Central Purchasing on **WEDNESDAY, MAY 11, 2022 at 11:00 a.m.** at which time responses will be opened and read aloud for ENGINEERING CONSULTANT SERVICES for MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN.

Detailed Request for Proposals are on [PennBid \(procureware.com\)](https://www.pennbid.com) link which can be reviewed and/or downloaded.

Unless otherwise provided, in any supplement to these instructions to respondent, no respondent shall modify, withdraw or cancel the proposal or any part thereof for sixty (60) days after the time designated for the receipt of proposal in the advertisement or Request for Proposal. For any questions regarding such, please contact Franklin D. Fitzgerald, Jr., Purchasing Project Manager or Lisa L. Jackson, Director of Central Purchasing at (610) 891-4637.

Lisa L. Jackson, Q.P.A.  
Director of Central Purchasing  
County of Delaware

## 1. Introduction

The County of Delaware is soliciting proposals through the competitive contracting process for **ENGINEERING CONSULTANT SERVICES for MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN** to provide preliminary and final design/engineering, pre-construction work, and bidding services.

## 2. Administrative Conditions and Requirements

The following items express the administrative conditions and requirements of this RFP. Together with the other RFP sections, they will apply to the RFP process, the subsequent contract, and project production. Any proposed change, modification, or exception to these conditions and requirements may be the basis for the County of Delaware, hereinafter referred to as owner, to determine the proposal as non-responsive to the RFP and will be a factor in the determination of an award of a contract. The contents of the proposal of the successful respondent, (hereinafter referred to as respondent or contractor) as accepted by the owner, will become part of any contract awarded as a result of this RFP.

### 2.1 Schedule

A schedule has been established for respondent proposals, proposal review, contractor selection and project initiation. The dates established for the procurement are:

- Release of RFP: Friday, April 22, 2022
- Final Day for Bidders' Questions: Tuesday, May 3, 2022
- Proposal Due Date: Wednesday, May 11, 2022

### 2.2 Proposal Submission Information

#### Submission Date and Time:

Wednesday, May 11, 2022 at 11:00 a.m.

#### Submission Office:

- 1) PennBid: [PennBid \(procureware.com\)](https://www.pennbid.com)

**All responses must be submitted/uploaded on [PennBid \(procureware.com\)](https://www.pennbid.com).** Only those RFP responses received prior to or on the submission date will be considered. Responses delivered before the submission date and time specified above may be withdrawn upon written application of the respondent who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the proposal. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

### 2.3 Using Department Information

Thomas P. Shaffer, Interim Planning Department Director  
Steven R. Beckley, Open Space and Trails Manager  
County of Delaware  
1055 E. Baltimore Pike  
Media, PA 19063  
(610) 891-5200

### 2.4 County Representative for this Solicitation

Lisa L. Jackson, Q.P.A.  
Director of Central Purchasing  
Franklin D. Fitzgerald, Purchasing Project Manager  
County of Delaware  
201 W. Front St.  
Media, PA 19063  
610-891-4637



## **2.5 Interpretations and Addenda**

Respondents are expected to examine the RFP with care and observe all its requirements. All questions concerning the meaning or intent of this RFP, all interpretations and clarifications considered necessary by the owner's representative in response to such comments and questions will be issued by Addenda via one or more of the following methods: PennBid; facsimile; e-mail; website; certified mail; or delivered to all parties recorded as having received the RFP package. Only comments and questions responded to by formal written (*uploaded via PennBid*) Addenda will be binding. Oral interpretations, statements or clarifications are without legal effect.

## **2.6 Quantities of Estimate**

Wherever the estimated quantities of work to be done are shown in any section of this RFP, including the Proposal Cost Form, they are given for use in comparing proposals. The owner especially reserves the right (except as herein otherwise specifically limited) to increase or diminish the quantities as may be deemed reasonably necessary or desirable by the owner to complete the work detailed by the contract. Such increase or diminution shall in no way violate this contract, nor shall any such increase or diminution give cause for claims or liability for damages.

## **2.7 Cost Liability and Additional Costs**

The owner assumes no responsibility and liability for costs incurred by the respondents prior to the issuance of an agreement. The liability of the owner shall be limited to the terms and conditions of the contract.

Respondents will assume responsibility for all costs not stated in their proposals. All unit rates either stated in the proposal or used as a basis for its pricing are required to be all-inclusive. Additional charges, unless incurred for additional work performed by request of the owner as noted in 2.6, are not to be billed and will not be paid.

## **2.8 Statutory and Other Requirements**

### **2.8.1 Compliance with Laws**

Any contract entered into between the contractor and the owner must be in accordance with and subject to compliance by both parties with the County of Delaware Administrative Code. The contractor must agree to comply with the non-discrimination provisions and all other laws and regulations applicable to the performance of services thereunder. The respondent shall sign and acknowledge such forms and certificates as may be required by this section.

### **2.8.4 Stockholder Disclosure**

No corporation or partnership shall be awarded any contract for the performance of any work or the furnishing of any goods, unless, with receipt of the proposal of said corporation or partnership, there is submitted a statement setting forth the names and addresses of all stockholders in the corporation or partnership who own ten (10) percent or greater interest therein. The Respondent shall complete and submit the form of statement that is included in this RFP.

### **2.8.5 Non-Collusion Affidavit**

The Non-Collusion Affidavit, which is part of this RFP, shall be properly executed and submitted with the RFP response.

### **2.8.8 Insurance and Indemnification**

The contractor covenants and agrees to indemnify and save harmless the owner from the payment of all sums of money or any other consideration(s) by reason of any, or all, such accidents, injuries, damages, or hurt that may happen or occur upon or about such work and all fines, penalties and losses incurred for or by reason of the violation of any owner regulation, ordinance or the laws of the State, or the United States while said work is in progress.



The contractor shall maintain sufficient insurance to protect against all claims under Workers Compensation, General Liability and Automobile and shall be subject to approval for adequacy of protection and certificates of such insurance shall be provided.

**Professional Liability**

Coverage in the amount of \$1,000,000.00/occurrence, \$3,000,000.00 aggregate and assurance that each such policy for each staff member remains full and in effect while providing services for the County of Delaware.

**2.9 Public Emergency**

In the event of a Public Emergency declared at the Local, State or Federal Level, if the County opts to extend terms and conditions of this RFP, the contractor agrees to extend the terms and conditions of this RFP, whether existing, expiring or expired no longer than six months, for goods and/or services for the duration of the emergency. In the event the original contractor cannot meet this requirement, the County may solicit the goods and/or services from any bidder on this contract.

**2.10 Multiple Proposals Not Accepted**

More than one proposal from an individual, a firm or partnership, a corporation or association under the same or different names shall not be considered.

**2.11 Failure to Enter Contract**

Should the respondent, to whom the contract is awarded, fail to enter into a contract within ten (10) days, Sundays and holidays excepted, the owner may then, at its option, accept the proposal of another respondent.

**2.12 Commencement of Work**

The contractor agrees to commence work after the date of award by the owner and upon notice from the using department.

**2.13 Termination of Contract**

If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the Contract or if the contractor violates any requirements of the Contract, the owner shall thereupon have the right to terminate the Contract by giving written notice to the contractor of such termination at least thirty (30) days prior to the proposed effective date of the termination. Such termination shall relieve the owner of any obligation for the balances to the contractor of any sum or sums set forth in the Contract.

The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the Contract by the owner under this provision.

In case of default by the contractor, the owner may procure the articles or services from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**2.14 Non-Allocation of Funding Termination**

Each calendar year payment obligation of the Owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the Contractor hereunder, whether in whole or in part, the Owner at the end of any particular calendar year may terminate such services. The Owner will notify the Contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the Owner to terminate this Agreement during the term, or any service hereunder, merely in order to acquire identical services from a third-party contractor.



### **2.15 Challenge of Specifications**

Any respondent who wishes to challenge a specification shall file such challenge in writing with the Director of Central Purchasing no less than three (3) business days prior to the opening of the RFP's. Challenges filed after that time shall be considered void and having no impact on the owner or the award of contract.

### **2.16 Payment**

Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and the Proposal Cost Form.

The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:

- 1 Deliverables not complying with the project specification;
- 2 Claims filed or responsible evidence indicating probability of filing claims;
- 3 A reasonable doubt that the Contract can be completed for the balance then unpaid.
- 4 Payments shall not total more than 90% of the maximum bid amount until the end of the contract period.
- 5 When the above grounds are removed, payment shall be made for amounts withheld because of them.

### **2.17 Non-payment of Penalties and Interest on Overdue Bills**

Public funds may be used to pay only for goods delivered or services rendered. County of Delaware will not pay penalties and/or interest on overdue bills. No employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the County to pay additional fees.

### **2.18 Ownership of Material**

The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the contractor for the purpose of assisting the contractor in the performance of this contract. All such items shall be returned immediately to the owner at the expiration or termination of the contract or completion of any related services, pursuant thereto, whichever comes first. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

Ownership of all data, materials and documentation originated and prepared for the owner pursuant to this contract shall belong exclusively to the owner. All data, reports, computerized information, programs and materials related to this project shall be delivered to and become the property of the owner upon completion of the project. The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. All information supplied to the owner may be required to be provided on electronic/digital media compatible with the owner's computer operating system.

### **2.19 W-9**

Successful respondent shall complete W-9 Form and submit to Purchasing prior to contract award. The form is available at the following link: <http://www.irs.gov/pub/irs-df/fw9.pdf>



### 3. Scope of Work

The following is a description of the professional service needed, including, *where appropriate*, a description of tasks involved:

#### **ENGINEERING CONSULTANT SERVICES**

The scope of services set forth in this Request for Proposal represents an outline of the services which the County anticipates the successful proposer to perform and is presented for the primary purpose of allowing the County to compare proposals.

#### **3.1 Project Overview & Background**

- i) Delaware County is undertaking the first phase of development of the Media-Smedley Connector Trail in Media Borough, Delaware County. The County was awarded \$450,000 of funding from the Transportation Alternatives Set-Aside Program for development of a phase of the trail within the Borough of Media. The exact alignment and length of the segment has been discussed since the funding award and will not match the exact boundaries of a particular segment in the "Media-Smedley Connector Trail Feasibility Study."
- ii) It was decided to apply the awarded funding to three blocks, or 700 feet of the trail that would help solve a small but complicated area in the overall Media-Smedley Connector Trail – sections alongside and adjoining Providence Road. These trail sections hinge on improving and constructing a safe way to get trail users alongside and across Providence Road. If this PA Route 252 section and crossing is solved, then even on an interim basis, trail users could bike/walk on existing sidewalks or on-road much of the way from the Borough to Smedley County Park. Also included in this scope is the easternmost block of Front Street extending west from Providence Road to Haldeman Street, where the challenge is to build a 2-way bike trail on a one-way street
- iii) All pre-design, final design, and pre-construction work – the scope of the Consultant contract – shall be done prior to the project being bid for construction. TASA Funding requirements dictate that "Projects that are not able to meet the federal requirements and be ready to be advertised for construction by August 31, 2023 may be subject to forfeiture of awarded funds and project cancellation." Firms proposing to this RFP should consider this deadline in their ability to complete the tasks and in preparing the project schedule.
- iv) The conceptual plan for the larger trail, of which this project is a segment, is detailed in the "Media-Smedley Connector Trail Feasibility Study," dated December 2020. The Feasibility Study is available to download online at the Delaware County Planning Department website here: <https://www.delcopa.gov/planning/pubs/MediaSmedleyConnectorTrailFeasibilityStudy.html> The project area is within Segment E (the easternmost block) & all of Segment F, which are detailed on pages 4-9 to 4-12 of the Study.
- v) Physical Trail Concept:  
The Feasibility Study determined recommended concepts, but not final alignment or full right-of-way determination in all sections and all design possibilities. Recently, new concepts were suggested for the Front Street and Providence Road sections, with different possibilities than Feasibility Study's recommended concepts. The Consultant shall consider these concepts as the starting point for preliminary design. The following are descriptions of these concepts with some comments received from PennDOT.



- (1) Front Street Block: The Feasibility Study's recommendation, a parking-protected bike lane on this one-way street is not acceptable under current PA law. The new concept for this block is a contraflow westbound bike lane, with share-the-road "sharrow" solution for eastbound bicycle traffic. Parallel parking and sidewalks would be retained on both sides of the street.

(See Appendix B for a graphic on the Front Street Block contraflow bike lane concept. The Front Street section is shown the same on all three alternatives: 1, 2A, and 2B. Appendix A shows an example of an existing street in Washington, D.C. with a comparable design)

- (a) The PennDOT Traffic Operations unit commented that the contra-flow bike lane next to the parking lane will need additional traffic control devices, such as bollards or delineators, in the parking lane near the intersection to prevent vehicles from driving the wrong way on the road.

- (2) Providence Road Section: There are currently three (3) concepts/alternatives being explored: one alternative along the eastern side of PA 252, and two alternatives along the western side of PA 252.

(See Appendix B for graphics on the three alternative concepts for the Providence Road sidepath design, 1, 2A, and 2B)

- Alternative 1. Eastern side of PA 252 – 5-foot-wide grass buffer with 8-foot-wide shared use path. 2 concrete ADA driveway aprons. 2 utility pole relocations. 3 sign relocations. Signal improvements, Rectangular Rapid Flashing Beacons (RRFB) installation. Tree/vegetation removal.
- Alternative 2. Western side of PA 252 –
  - Alternative 2A. Western side of PA 252 – 5-foot-wide grass buffer with 8-foot-wide shared use path. 2 utility pole relocations. 6 sign relocations. Close the Florist driveway/parking access from Providence Road.
  - Alternative 2B. Western side of PA 252 Narrowing – Move Western curbline in by 2 feet. 5-foot-wide grass buffer with 8-foot-wide shared use path. 2 utility pole relocations. 6 sign relocations. Close the Florist driveway/parking access from Providence Road.
- The PennDOT Bike/Ped coordinator indicated that either side of Providence Road looks viable for a sidepath. He liked the East Side option (Alternative 1) but indicated that the introduction of RRFB was a downside. If the West side is chosen (2A or 2B), the proposed lane widths should work, however, the designer will need to confirm that the stormwater flow can be handled with the curbed lane.

vi) Project Team

- (1) The "Project Team" will consist of Delaware County staff from the Planning Department and Public Works Department, along with the project Consultant.
- (2) Municipal Partnerships – The County is committed to a partnership with the Borough of Media that will impact the trail's design. Staff and officials from the Borough will be engaged by the Project Team during the design process.



vii) Project Funding

- (1) This project consultant contract is funded by funding from the County of Delaware. After this design phase, the trail will be developed using federal funds from the Transportation Alternatives Set-Aside (TASA) program and should be designed to the standards set forth in that program. A project manager for the TASA program for which, this trail has development funding, will work with the project team to assist in the process and make sure it is designed to proper standards. For more on project cost and budget, see the Required Submittals section.
- (2) Landowner and Neighbor engagement – Landowner notification and dialogue on the project will be the responsibility of the County.

**3.2 Project Deliverables - Scope of Work/Specific Tasks**

i) Work is to include the design (pre-design and final design) and pre-construction work for a roadside and on-road bike trail approximately 700 feet (0.13 miles) along Providence Road (from Mulberry Lane to Front Street) and Front Street (from Providence Road to Haldeman Street) in the Borough of Media. Work will result in a bid package for use in soliciting proposals for all construction work related to the trail design.

ii) Scope of the Work Tasks include the following:

- (1) Project Coordination
- (2) Project Meetings
- (3) Utility Coordination
- (4) Construction Plans
- (5) Right of Way/Easement Plans
- (6) PennDOT Permitting Submissions
- (7) Construction Documents
- (8) Construction Consultation

iii) General Project Phases –

(1) Preliminary Engineering and Final Design

(i) Final Alignment & Right-of-Way Determination

- The Consultant will complete a topographic and property survey for subject area for the Providence Road trail options. This survey will provide clear answers to the boundaries of right-of-way, elevations, setbacks from houses, walls, trees, and any other potential existing physical considerations.
- Using the accuracy of survey – the consultant will develop a refined concept for both sides of Providence Road: east and west.

(ii) The Consultant will then assist the project team (County, Borough) to make a much more well-informed east vs. west selection in consultation and communication with PennDOT and property owners.

(iii) Design Considerations

The following must be considered to the extent that they are applicable to the project during preliminary and final design:

1. All design and engineering work shall be completed in accordance with the latest PennDOT criteria and guidance specifications.
2. All design work pertaining to multi-use trails must make every attempt to follow: the AASHTO Guide for the Development of Bicycle Facilities, 2012 edition; Americans with Disabilities Act and Accessibility Guidelines (ADAAG) and all current and applicable State and local codes. Exceptions to width standards due to space constraints will be considered in the design process.
3. Applicable laws and regulations relating to public health and safety including land subdivision, zoning, and the Uniform Construction Code.
4. Stormwater Management - The Consultant will be responsible for designing stormwater management facilities in compliance with federal, state, and local stormwater management requirements.
5. The design of this project must be accessible to persons with disabilities. It is the responsibility of the design consultant to propose improvements that shall conform with, but shall not necessarily be limited to, compliance with any and all prevailing federal, state and local codes, PennDOT Criteria and Construction Specifications (Publication 408), the ADA, and requirements set forth by governmental agencies having jurisdiction over all or portions of the project.
6. All existing and proposed topographical information on construction plans should be shown and include, but not necessarily be limited to, contours at appropriate intervals, grades, facilities, signs, utilities, listing of property owners, property lines, easements, right-of-way (ROW) limits, location of all improvements, spot elevations at important locations, retaining wall, landscaping, proposed stormwater facilities, and interacting of utility lines with site development work. The construction plans must show all relevant and necessary details such as structural information for the retaining wall, and ADA compliant sections for sidewalk, curbing, and curb ramps.
7. The scale of the plans shall generally be 1" to 25' or larger. If a smaller scale is required to fit the project, you may opt to use an approved smaller scale as long as necessary detail can be shown.
8. Plans must be prepared for submission to PennDOT for the required permits.
9. The consultant shall prepare a construction cost estimate for the project upon completion of the preliminary design and final design. The opinion of probable cost shall be based upon an estimate of quantity of itemized work items for each construction phase.

(2) Preparation of Bid/Construction Documents

- (a) The consultant shall provide the preparation, logistics and attendance for meetings, the submittal of design documentation (reports, plans, specifications, design analysis and construction cost estimate), project coordination with Delaware County and revision of final design drawings, as needed, to comply with any conditions of approval, environmental compliance, permit requirements, etc.
- (b) All changes required for compliance with codes, regulations, standards, budget constraints, and/or enhancement of the design which should have been recommended by the consultant during the design stages shall be viewed by Delaware County as a "basic service" and any additional fees billed relating to these changes will be ineligible for reimbursement.



- (c) The project drawings and specifications to be used for bidding the project for construction must be sealed by a civil engineer licensed to practice in the Commonwealth of Pennsylvania.
- (d) All design documentation shall be prepared in accordance with PennDOT's design manuals and publications.
- (e) All construction proposed within PennDOT ROW shall be designed and detailed in accordance with the latest PennDOT criteria and guidance specifications. Consultant shall assist Delaware County in obtaining any easements for parcels of land outside the ROW but within the project limits.
- (f) The consultant shall assist Delaware County during the construction bidding phase. The consultant must be available to answer any questions that prospective bidders may have.
- (g) The consultant shall provide the necessary and number of submittals to the approval agencies.
- (h) Additionally, the consultant shall furnish to Delaware County one (1) three (3)-ring binder containing copies of all permits, approvals, letters of adequacy, etc. required for the project, as well as two (2) complete paper hardcopy and one (1) complete digital copy of the signed and sealed record sets of bid/construction documents which shall include reproducible plans.

(3) Construction Consultation

- (a) The consultant shall provide construction consultation services to resolve all issues relating to their design that may arise during the construction work.
- (b) The consultant may assist Delaware County Public Works and the awarded contractor during the construction phase of the project. Media Borough will handle site inspections.
- (c) The consultant must be available to answer all questions and be available for on-site visits, as needed, that the awarded contractor may have in order to ensure the contractor meets all specification requirements and to move the project forward to completion.
- (d) The consultant shall keep records of all communications and necessary documentation throughout the progress of the construction work.

iv) The following tasks and considerations shall contribute to the Phases above:

(1) Final Alignment and Right-of-Way Determination

- (i) The Consultant will complete a topographic and property survey for subject area for the Providence Road trail options. This survey will provide clear answers to the boundaries of right-of-way, elevations, setbacks from houses, walls, trees, and any other potential existing physical considerations.
- (ii) Using the accuracy of survey – the consultant will develop a refined concept for both sides of Providence Road: east and west.
- (iii) The Consultant will then assist the project team (County, Borough) to make a much more well-informed east vs. west selection in consultation and communication with PennDOT and property owners.

(2) Clearances:

- (i) Environmental Clearance - includes scoping field view (concept plan, project description, and color USGS quad map is required) and completion of scoping and evaluation documentation in the CE/EA Expert System.

- (ii) Utility Clearance - coordination with Utilities in the project area per a PA One Call. 4181-UC forms need to be completed by the Utility companies and the project team needs to use the information from the 4181s to complete a D-419 form.
- (iii) Right-of-Way Clearance - if ROW is required from a private property, a ROW plan set needs to be created. PennDOT will review it for plan formatting (DM-3 ROW). Coordination with property owners will be handled by the County and Borough but the designer will need to create the ROW plan and potentially update it per coordination with property owner(s). If all ROW is in the public ROW (municipal or State) then a certificate can be signed confirming this.

(3) Reviews:

- (i) Safety Submission - design criteria report, confidential safety study, and plans.
- (ii) ADA submission - Plans and CS-4401s.
- (iii) Traffic - Operations MPT spec, Traffic Control Plan, and Signing and Pavement Marking plans.
- (iv) Traffic Signals - There may need to be updates to Signal Permit Plans and coordination with the Signals unit depending on impacts to the existing signal and if the RRFB is required.
- (v) DM-3 Plan Review - review of plans for formatting.
- (vi) Proprietary/Lighting/Structures - Probably not required but could be.
- (vii) Constructability - plans, specs, estimates, pre-bid schedule (ASTA format)
- (viii) Permitting - Coordination at the very least with the County Conservation District for E&S.
- (ix) PS&E - plans, specs, and estimate. The project is required to be bid through ECMS so forms and input into the system is required.

(4) Meetings

- (i) Meetings with the Project Team - Meetings may include Borough partners, and/or the TASA Project Manager (first will be a kickoff meeting soon after contracting).
- (ii) Public Meeting - The consultant, in conjunction with the County and Borough, shall present at a public meeting at an agreeable place where near-final plans will be provided, and the public will have the opportunity to ask questions of the consultant. Questions and comments from the public shall, in coordination with the Project Team, be incorporated into the final design.

**4. Proposal Requirements**

**4.1 Qualification Statement**

A statement is to be provided by the respondent who will serve as the primary contractor. The statement shall set forth brief details of the firm's principal activities, the number of personnel in the firm and the firm's location. Please provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

- Name of government agency.
- Contact person's name, position, and current telephone number.
- Dates, cost and scope of service.
- Status and comments



#### 4.1.1

#### Consultant Qualifications

- Based on the TASA trail development funding source, all Consultants submitting proposals will be required to provide proof of being a registered Pennsylvania Department of Transportation Engineering and Construction Management System (ECMS) partner.
- At least one member of the team must have documented prior experience developing trail design/engineering drawings in accordance with PennDOT standards.
- Documented expertise in trail design and construction and experience with park development and management.
- At least one member of the consulting team should be a registered landscape architect.
- At least one member of the consulting team should be a professional engineer.
- Experience with PennDOT as it relates to Highway Occupancy Permitting.

#### 4.2 Key Personnel Information

The respondent shall provide the identity and the credentials of the principals and other key personnel working for the contractor and their areas of responsibilities.

#### 4.3 Proposal Forms - Required Submittals

##### Letter of Transmittal

Must include the following:

- Name of the company submitting the proposal.
- Statement demonstrating your understanding of the work to be performed.
- Statement confirming that the firm meets the Consultant Qualifications (see Section 2 above).
- The firm's contact person and telephone number.

##### Title Page

Must include the following:

- Name of this RFP.
- Name, address, telephone number, and email of the bidder.
- Name and title of person authorized to commit the bidder to contractual arrangements.

##### Table of Contents

- Broken into section and sub-section

##### Profile of Firm

Must include the following:

- Statement of the firm's experience in conducting work of the nature sought by this RFP.
- Location of the firm's office, and that of all sub-consultants, that will perform the work.
- Organization chart for firm, including all sub-consultants.
- Resumes of individuals (consultants, employees) proposed to conduct the work and the specific duties of each individual in relations to the work.
- The proposal should contain a statement assuring that once management and technical staff have been assigned to the project, they will not be replaced by other personnel unless they leave the company. A statement should also be included which states that if any person originally assigned to the project is replaced, the new person, shall be equally qualified and will be subject to the approval of the County Project Manager.
- Examples of similar projects completed by the firm.
- Minimum of three (3) references of other municipal clients of the firm with contact information.

- Proof of being a registered Pennsylvania Department of Transportation Engineering and Construction Management System (ECMS) partner.
- Any other information relating to the capabilities and expertise of the firm in performing comparable work.

#### Methods and Procedures

Must include the following:

- Detailed description of the methods and procedures the Consultant will use to perform the work presented in the form of an ordered series of tasks to be accomplished.
- Meetings – Types of meetings and description and number and description of each type.

#### Work Schedule

Must include the following:

- Time frames for each task.
- Meetings
- Target dates for completion of draft and final documents.

#### Cost

The proposal must justify the total cost based on the necessity of each line item, the quality of the product, and the level of detail.

1. The proposal must include the following items itemized for each major task:
  - Hours of work and total cost.
  - For each person assigned to work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked.
  - List of reimbursable expenses (direct costs) to be claimed.
  - The itemized costs must be totaled to produce a contract price. If awarded a contract, the Consultant is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.
2. The Consultant's method of billing must be indicated. The preferred practice of the County is to pay consultants quarterly; however, the County will consider paying on a more frequent basis as substantial portions of the work are completed, but not more than one time per month.

The following forms are contained in the attachments. All forms are required and shall be completed and made part of the proposal submitted:

1. Proposal Cost/Signature Form
2. Non-Collusion Affidavit
3. Disclosure of Ownership Form
4. Insurance Requirement Acknowledgement Form
5. Professional Services Entity Information Form
6. Qualification Affidavit
7. Submission Form
8. Acknowledgement of Receipt of Addenda
9. Statement of Indebtedness
10. Agreement for Payment of Commodity
11. Letter of Intent
12. Letter of Qualification



#### 4.4 General Terms

##### Proposals

- Proposals shall be submitted prior to the deadline established in this RFP and be clearly marked “Media-Smedley Connector Trail, Phase 1 – Final Design”
- All bidders are bound by the deadline and location requirements of this RFP. Late proposals will not be considered.
- Proposing Firms are encouraged to add to, modify or clarify any of the scope of work items it deems appropriate to illustrate that it will prepare high-quality work products at the lowest possible cost. All changes should be listed and explained.
- Bidders electing to respond to this RFP are responsible for all costs incurred in the preparation and submission of proposal; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything related to this RFP. The County is not liable for any costs incurred by a bidder in response to this RFP, and the bidder (including all related parties) disclaims and voluntarily and knowingly waives any and all rights to reimbursement for any such costs.
- All proposals shall first be examined for completeness in meeting the terms and conditions of this RFP. Bids that are determined to meet said requirements will be given further consideration.
- The County reserves the right to reject any and all proposals or any portion thereof and to select the bid proposal that it judges to be in the best interest of the County.
- The County reserves the right to award no contract for any project for which no proposal is evaluated as satisfactory.
- The County reserves the right to cancel or modify this RFP. There is no guarantee that the County will place the requested services under contract.
- If only one proposal is received, the County may initiate negotiations with the firm submitting the proposal or seek additional proposals on an informal or formal basis during the sixty (60) day period that proposals must remain effective.
- The contract is subject to the approval of County Council and is effective only upon their approval.

#### 4.5 Location of Servicing Office

The proposal must list the location and address of the present, active office that will service and manage this contract.

#### 5. Evaluation, Review and Selection Process

##### 5.1 Proposals to Remain Subject to Acceptance

RFP responses shall remain open for a period of sixty (60) calendar days from the stated submittal date. The owner will either award the contract within the applicable time period or reject all proposals.

The owner may extend the decision to award or reject all proposals beyond the sixty (60) calendar days when the proposals of any respondents who consent thereto may, at the request of the owner, be held for consideration for such longer period as may be agreed.

##### 5.2 Rejection of Proposals

The owner reserves the right to reject any or all proposals, or to reject any proposals if the evidence submitted by, or investigation of such respondent fails to satisfy the owner that such respondent is properly qualified to



carry out the obligations of the RFP and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the RFP.

### 5.3 Evaluation Process

An evaluation team will review all proposals to determine if they satisfy the Proposal Requirements, determine if a proposal should be rejected and evaluate the proposals based upon the Evaluation Criteria. The highest-ranking respondent will then be recommended to the governing body for award of contract, based on most advantageous price and other factors.

### 5.4 Evaluation Criteria

All proposals will be reviewed and evaluated. If oral presentations are required, they will be scheduled for **May 18 - 19, 2022**. The proposals will be reviewed by a committee composed of representatives from the Delaware County Planning, and Public Works Departments and/or their designees. An external peer review may also be conducted. The committee's selection of one applicant will be based upon several weighted criteria, including:

- Demonstrated experience of the firm in completing street-based trails or similar work ( [REDACTED] );  
Experience of the firm shall be demonstrated by past contract successes providing government agencies with similar services. The respondent will be evaluated on knowledge, experience, and successful completion of projects/services similar to that requested in this RFP.
- Relationship of costs to work proposed ( [REDACTED] );  
Total overall costs to complete the project and each individual task. Price shall be based on hourly rates and schedules of fees submitted with the proposal. Proposal should show rates for each staff person and their estimated hours for each task or service. Proposals will be evaluated on how the costs relate to each task and the overall project. Staff assignments to each task, as their individual rates relate to and affect the cost, may affect the scoring of this criterion.
- Demonstrated understanding of the tasks and creativity in approach ( [REDACTED] );  
This includes the ability of the respondent to perform all of the tasks listed above and fulfill adequately the stated requirements. The respondent will be evaluated on their level of understanding of the design problem to be solved and to what extent their specific approach and methodology is creative, unique, and makes sense when applied to this project's challenging physical environment.
- Demonstrated experience in PennDOT administered/federally funded transportation infrastructure projects ( [REDACTED] );  
This criterion specifically refers to the respondent's level of experience with the standards, permitting, and oversight that will be a part of this project as part of the Transportation Alternatives Set-Aside funding that has been awarded for the trail's development. This should be shown in the proposal in reference to their past project experience and in the experience of staff assigned to this project. Experience with TASA-funded (or other similar federal programs) projects, and familiarity with PennDOT District 6 and associated DVRPC program staff would be relevant.
- Level of expertise of staff persons assigned to the project ( [REDACTED] );  
The respondent shall provide personnel qualifications in the Proposal. The proposals will be evaluated based on the individual staff's education, certifications, and experience on similar



projects. The composition of the team in terms of which person will have specific roles and workload will also be part of the evaluation.

- Demonstrated ability to deliver quality work within a tight schedule, but also on a realistic timeframe (■);

A successful respondent will submit, within the proposal, a project schedule/timeline showing tasks, project milestones, and deliverables described in this proposal by month. Respondent should convey confidence to complete the work in the timeframe necessitated by the TASA development funding. Evaluation will weigh the apparent quality of the firm's past work and approach to how they show and explain the schedule to be workable and realistic.

- Demonstrated expertise in the preparation and presentation of technical materials to the public, government officials, and other interested parties (■);

This includes the ability of the respondent to create and explain visuals and graphics in a way that is understandable to both professionals and lay people. The respondent will be evaluated on images of graphics and design materials shown from past projects and description of past public involvement and presentation meetings and events.

- Familiarity with the physical, political, and legal planning environment in which the study will take place (■);

Respondent will be evaluated on their amount and of past experience working in Media Borough and/or other places in Delaware County and Southeast Pennsylvania, particularly in PennDOT District 6. If the firm or staff has relevant familiarity with the planning environment from experience, affiliations, and knowledge outside of their contracted work, it may help their evaluation and therefore should be noted. The level that this experience put the firm in contact with government officials, staff, agencies, and the community will be considered, as well as familiarity with relevant Pennsylvania laws and statutes.

- Ability to establish a local presence or to otherwise assure consultant availability (■);

A successful respondent will submit a statement within the proposal stating how they will be able to assure availability to the County. Firms should assure and convey their ability to be available and on site when needed. As reasonable accessibility is a relevant consideration, the respondent should have its office within reasonable distance to Delaware County. Respondent should provide details as to its office being staffed and responsive, with sufficient support staff to adequately provide services.

*\*\*\*The County encourages proposals from small firms, DBE firms, minority firms and firms that have not previously performed work for the County.*

- The final selected applicant, or in the case of a tie, applicants, will be requested to participate in contract negotiations. If for any reason it is impossible to reach agreement with the chosen applicant/s, negotiations shall be undertaken with other applicants in the order of their final ranking. A contract shall be proposed for award to the highest ranked applicant with whom agreement can be negotiated in accordance with the terms and conditions offered. The contract is subject to the approval of County Council and is effective only upon their approval.

## **5.5 Term of the contract**

Up to twenty-four (24) months with the option (of the County) to extend for one (1) additional twelve (12) month period. Commencing and ending on dates to be listed in fully executed contract (Refer 2.14 Non-Allocation of Funding).

**5.6 Contract Extension**

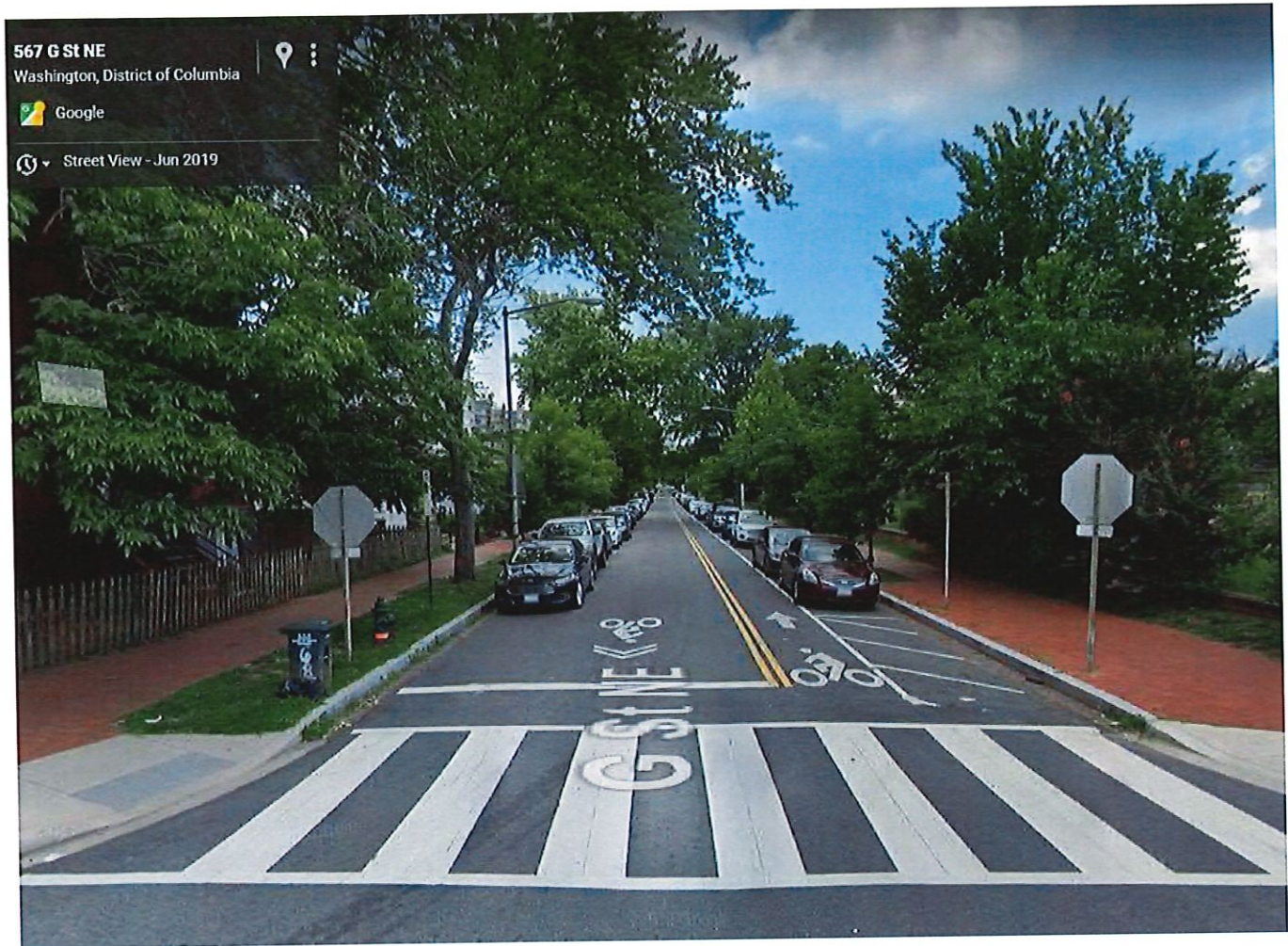
Upon mutual agreement of the County of Delaware and the contractor, an extension for one additional year contract will be considered. The contemplated extension will be in accordance with the terms and conditions of the current contract.

**5.7 Notice of Award**

The successful respondent will be notified of the award of contract upon a favorable decision by the governing body. The director of the using department may then prepare and submit necessary documents to the Department of Central Purchasing to generate a Purchase Order for the contractor.



## Appendix A: Contraflow Bicycle Lane Example



An example from Washington, D.C. of a contraflow bicycle lane on a one-way street with parallel parking on both sides. This is comparable to the current concept for the easternmost block of Front Street in Media that is part of this project.

# **APPENDIX B – TRAIL CONCEPT PLAN**

*(See attachment)*





- ALTERNATIVE 1 - EAST SIDE**
- 5' GRASS BUFFER, 8' ASPHALT SHARED USE PATH
  - 2 CONCRETE ADA DRIVEWAY APRONS
  - 1 UTILITY POLE RELOCATIONS
  - 3 SIGN RELOCATIONS
  - SIGNAL IMPROVEMENTS, RFRB INSTALLATION
  - TREE/VEGETATION REMOVAL



PROJECT	COUNTY	ROUTE	SECTION	SHEET
6-0	DELAWARE	0252		
			MEDIA BOROUGH	
			REVISIONS	DATE BY

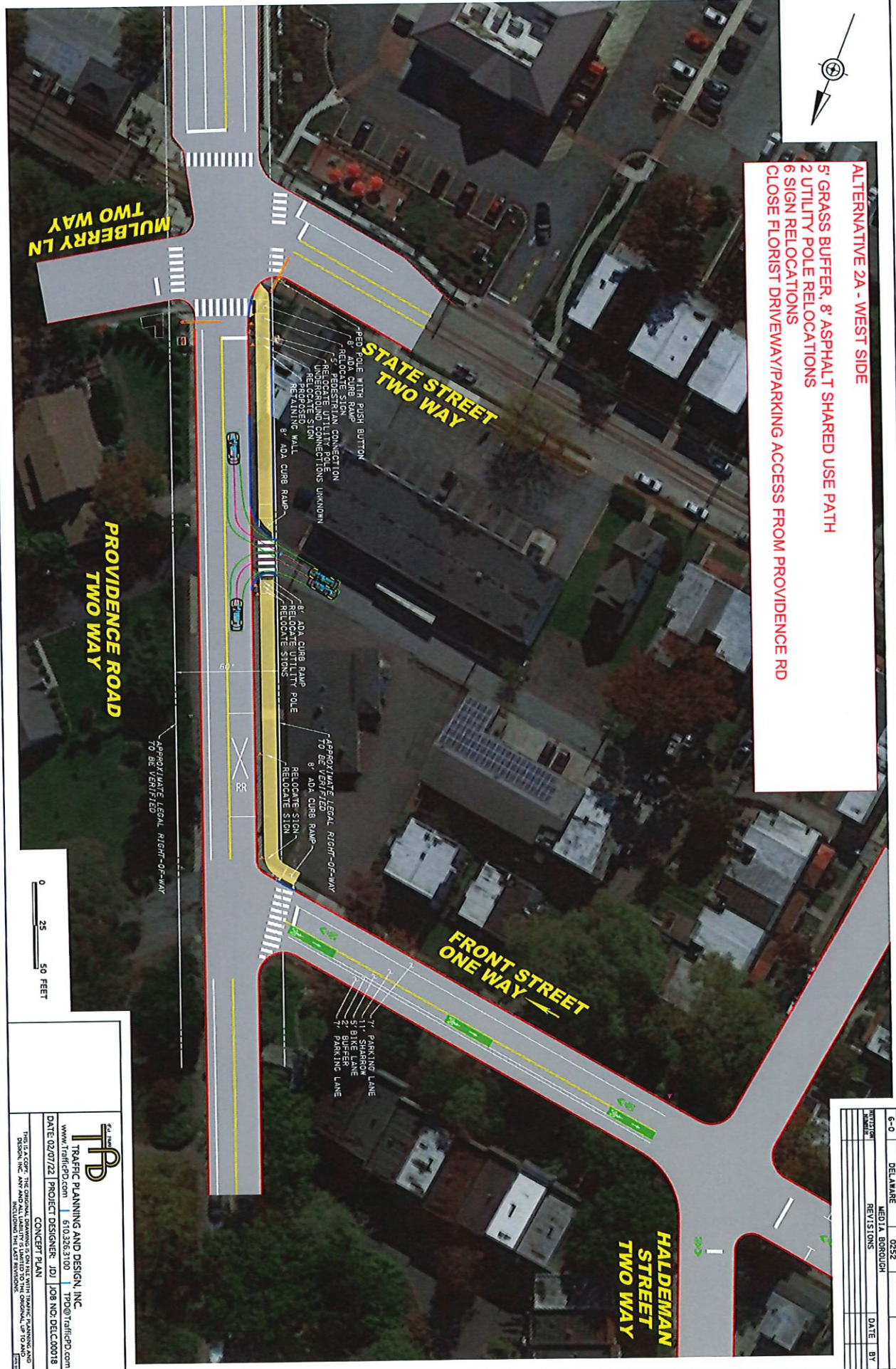
**TPD**  
 TRAFFIC PLANNING AND DESIGN, INC.  
 www.trafficpd.com | 610.326.3100 | TPD@trafficpd.com  
 DATE: 02/07/22 | PROJECT DESIGNER: JDI | JOB NO: DELC00018

THIS SET REPRESENTS THE ORIGINAL CONCEPT PLAN.  
 ALL RIGHTS RESERVED. THE ORIGINAL CONCEPT PLAN AND DESIGN, INC. AND ALL LIABILITY IS LIMITED TO THE ORIGINAL, UP TO AND INCLUDING THE LAST REVISION.





**ALTERNATIVE 2A - WEST SIDE**  
 5' GRASS BUFFER, 8' ASPHALT SHARED USE PATH  
 2 UTILITY POLE RELOCATIONS  
 6 SIGN RELOCATIONS  
 CLOSE FLORIST DRIVEWAY/PARKING ACCESS FROM PROVIDENCE RD



DISTRICT	COUNTY	ROUTE	SECTION	SHEET
6-0	DELAWARE	6952		
PROJECT NUMBER	MEDIA BOROUGH			
REVISIONS				
DATE	BY			

**FPD**  
 TRAFFIC PLANNING AND DESIGN, INC.  
 www.trafficpd.com | 610.326.3100 | TPD@trafficpd.com  
 DATE 02/07/22 | PROJECT DESIGNER: JDI | JOB NO DELC-00018  
 CONCEPT PLAN

THIS IS A CONCEPT PLAN. THE ORIGINAL TRAFFIC PLANNING AND DESIGN, INC. AND ALL LIABILITY IS LIMITED TO THE ORIGINAL UP TO AND INCLUDING THE USER'S REVIEW.





**ALL OF THE  
FOLLOWING  
DOCUMENTS  
MUST BE INCLUDED  
WITH  
PROPOSAL**



**COUNTY OF DELAWARE**  
**CHECKLIST**

**PROFESSIONAL SERVICE: ENGINEERING CONSULTANT SERVICES**  
**MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN**

**SUBMISSION DATE: MAY 11, 2022 – Wednesday**

The following items, as indicated below (x), shall be provided with the receipt of sealed submissions:

Proposal Cost Form .....	_____X_____
Non-Collusion Affidavit .....	_____X_____
Disclosure of Ownership Form .....	_____X_____
Insurance Requirement Acknowledgement Form .....	_____X_____
Professional Service Entity Information Form .....	_____X_____
Qualification Affidavit .....	_____X_____
Submission Form .....	_____X_____
Acknowledgement of Corrections, Additions or Deletions Form .....	_____X_____
Statement of Indebtedness Form .....	_____X_____
Agreement for Payment of Commodity/Service Form .....	_____X_____
Letter of Intent .....	_____X_____
Letter of Qualification .....	_____X_____

---

Firm/Company: \_\_\_\_\_ Date: \_\_\_\_\_

Authorized Representative (Print): \_\_\_\_\_

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

Telephone #: \_\_\_\_\_ Fax #: \_\_\_\_\_

**ENGINEERING CONSULTANT SERVICES  
MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN  
PROPOSAL COST FORM/SIGNATURE PAGE**

**TO THE COUNTY OF DELAWARE  
COUNTY COUNCIL:**

The undersigned declares that he/she has read the Notice, Instructions, Affidavits and Scope of Services attached, that he/she has determined the conditions affecting the proposal and agrees, if this proposal is accepted, to furnish and deliver services for the following:

**ENGINEERING CONSULTANT SERVICES  
MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN**

Attached, please find our total cost based on the necessity of each line item, the quality of the product, and the level of detail.

The following items are itemized for each major task:

- Hours of work and total cost.
- For each person assigned to work, the title/rank (organizational level) of the person in the organization, the hourly rate, and the number of hours to be worked.
- List of reimbursable expenses (direct costs) to be claimed.
- The itemized costs must be totaled to produce a contract price. If awarded a contract, the Consultant is bound by this price in performing the work. The contract price may not be exceeded unless the contract is amended to allow for additional costs.

---

The undersigned is a \_\_\_\_\_ (Corporation)  
\_\_\_\_\_ (Partnership) under the laws of the State of \_\_\_\_\_ having its  
\_\_\_\_\_ (Individual)

Principal office at \_\_\_\_\_

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Company \_\_\_\_\_ Federal I.D. # or Social Security # \_\_\_\_\_

---

Address \_\_\_\_\_

---

Signature of Authorized Agent \_\_\_\_\_ Type or Print Name \_\_\_\_\_

---

Title of Authorized Agent \_\_\_\_\_ Date \_\_\_\_\_

---

Telephone Number \_\_\_\_\_ Email Address \_\_\_\_\_

---

Fax Number \_\_\_\_\_



## NON-COLLUSION AFFIDAVIT

This Non-Collusion Affidavit is material to any contract/purchase order awarded pursuant to this bid. According to Section 4507 of Act 57 of May 15, 1998, 62 Pa. C.S., ss 4507, governmental agencies may require Non-Collusion Affidavits to be submitted with any bids. By submittal of a bid for the above-referenced project and execution of this affidavit, the following statements are acknowledged: \_\_\_\_\_

- The price(s) and amount of bid have been arrived at independently and without consultation, communication or agreement with any other Contractor, potential Contractor or bidder.
- Neither the price(s), amount of this bid nor the approximate price(s) or amount of bid, have been disclosed to any other company or person who may be a Contractor or potential Contractor, nor will they be disclosed prior to this bid opening.
- No attempt has been made, or will be made, to induce any company or person to refrain from bidding on this contract or submit a proposal higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- This bid is made in good faith and not pursuant to any agreement or discussion with, or inducement from any company or person to submit a complementary or other noncompetitive bid.
- To my best knowledge, the Contractor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four 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.
- The Contractor is not currently under suspension or review by the Commonwealth, or any other Federal, State or Local Governmental entity. If certification cannot be made, a written explanation to support the inability of providing such shall be submitted with this bid.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by: \_\_\_\_\_.

(Name of Contractor)

\_\_\_\_\_  
(Also type or print name of affiant under signature)

Subscribed and sworn to

before me this \_\_\_\_\_ day

of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Signature of:

Bidder, if the bidder is an individual  
Partner, if the bidder is a partnership  
Officer, if the bidder is a corporation

\_\_\_\_\_  
Notary Public of: \_\_\_\_\_

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

# OWNER DISCLOSURE CERTIFICATION

This Statement Shall Be Included with RFP Submission

Name of Business \_\_\_\_\_

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that there are no stockholders

Check the box that represents the type of business organization:

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Partnership              | <input type="checkbox"/> Corporation                   | <input type="checkbox"/> Sole Proprietorship           |
| <input type="checkbox"/> Limited Partnership      | <input type="checkbox"/> Limited Liability Corporation | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Subchapter S Corporation | <input type="checkbox"/> Other (describe) _____        |  |

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

## Stockholders:

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_,  
20 \_\_\_\_.

\_\_\_\_\_  
(Affiant)

(Notary Public)

\_\_\_\_\_  
(Print name & title of affiant)

My Commission expires:

\_\_\_\_\_  
(Corporate Seal)



**COUNTY OF DELAWARE**

**INSURANCE REQUIREMENTS AND ACKNOWLEDGEMENT FORM**

Certificate(s) of Insurance shall be filed with the County's Clerk's Office upon award of contract by the County Council.

The minimum amount of insurance to be carried by the selected Professional Service Entity shall be as follows:

**Professional Liability Insurance**

Limits shall be a minimum of \$1,000,000.00 for each claim and \$3,000,000.00 aggregate each policy period.

*\*Vendor / Firm shall not commence operations until County has been furnished original certificate(s) of Insurance and certified original copies of endorsements or policies of insurance in the amounts and/or minimum coverage(s) required in this proposal.*

Acknowledgement of Insurance Requirement:

\_\_\_\_\_  
(Signature) (Date)

\_\_\_\_\_  
(Printed Name and Title)

**COUNTY OF DELAWARE**  
**PROFESSIONAL SERVICE ENTITY INFORMATION FORM**

If the professional service Entity is an **INDIVIDUAL**, sign name and give the following information:

Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

If individual has a TRADE NAME, give such tradename:

Trading As: \_\_\_\_\_ Telephone: \_\_\_\_\_



If the professional service Entity is a **PARTNERSHIP**, sign name and give the following information:

Name of Partners: \_\_\_\_\_

Firm Name: \_\_\_\_\_

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

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Social Security No.: \_\_\_\_\_

Signature of authorized Agent: \_\_\_\_\_



If the professional service Entity is **INCORPORATED**, sign name and give the following information:

State under whose laws incorporated: \_\_\_\_\_

Location of principal office: \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Federal I.D. No.: \_\_\_\_\_

Fax No.: \_\_\_\_\_ E-Mail Address: \_\_\_\_\_

Name of agent in charge of said office upon whom notice may be legally served.



Telephone No.: \_\_\_\_\_ Name of Corporation: \_\_\_\_\_

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



## QUALIFICATION AFFIDAVIT

The County of Delaware reserves the right to reject the bid of any bidder who has previously failed to perform properly or to complete on time, contracts of a similar nature; who is not qualified to perform the contract; or who has repeatedly or without good cause failed to pay bills or otherwise failed to perform its obligations to subcontractors, materialmen, employees of this or any other government body or agency in similar contracts. In determining the lowest responsible bidder and its qualifications, the following elements, in addition to those above mentioned, will be considered; Whether the bidder (1) maintains a permanent place of business; (2) has adequate plant and equipment available to do the work properly and expeditiously; (3) has suitable financial resources to meet the obligations incident to the work; (4) has appropriate technical experience.

Each bidder must supply the following certified statement. Failure to do so shall be deemed a material defect in the bid, resulting in rejection of the bid:

Commonwealth of Pennsylvania  
County of \_\_\_\_\_) SS:

I am the (President, Partner, Owner) of \_\_\_\_\_  
\_\_\_\_\_, the bidder herein.

I know that the bidder, \_\_\_\_\_, has not previously failed to perform properly, or complete on time, contracts of a nature similar to that bid upon; is qualified to perform the contract; has not repeatedly or without just cause failed to pay bills or otherwise failed to perform its obligations to sub-contractors, materialmen, employees, of this or any other government or agency in similar contracts.

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

\_\_\_\_\_  
Company Name

Subscribed and Sworn to  
Before me this \_\_\_\_ day  
Of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Sign Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Notary Public of: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Print/Type Title

**COUNTY OF DELAWARE  
SUBMISSION FORM**

1. Names and roles of the individuals who will perform the services and description of their education and experience with projects similar to the services contained herein including their education, degrees and certifications:

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2. References and record success of same similar service:

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3. Description of ability to provide the services in a timely fashion (including staffing, familiarity and location of key staff):

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COUNTY OF DELAWARE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS FORM

I, \_\_\_\_\_  
of the firm \_\_\_\_\_

Hereby acknowledge that any corrections, additions and/or deletions have been initialed and dated in this Submission Package.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Type or Print of Affiant and Title, under Signature)

\_\_\_\_\_  
(Date)



**STATEMENT OF INDEBTEDNESS**

Bidders shall provide as part of their bid a statement under oath that (a) they are not indebted to the County of Delaware, (b) are not in breach of any contract previously awarded by the County and (c) are not a party to any pending action either at law or equity in which they are asserting an affirmative claim for damages or other relief against the County of Delaware. Failure to provide the required statement shall disqualify the bidder.

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Type or print name of affiant under signature)

Subscribe and sworn to

Before me this \_\_\_\_ day

Of \_\_\_\_\_ 20\_\_

\_\_\_\_\_  
Notary Public of \_\_\_\_\_  
My Commission Expires \_\_\_\_\_

**COUNTY OF DELAWARE**

**MEDIA, PENNSYLVANIA**

**AGREEMENT FOR PAYMENT OF COMMODITY**

The contractor or vendor realizes that as a County, payment cannot be made on a bill-presented basis.

Therefore, the contractor or vendor, hereby agrees to accept payment within a reasonable time after presentation of invoice and properly executed documentation as well as signed vouchers pertaining to same.

Payment in the normal circumstance should not exceed 60 days.

\_\_\_\_\_  
Name of Official for Company

\_\_\_\_\_  
Name of Company or Business

\_\_\_\_\_  
Address

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



APPENDIX A

LETTER OF QUALIFICATION

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.  
Director of Central Purchasing  
County of Delaware  
201 W. Front Street  
Media, Pennsylvania 19063

Dear Ms. Jackson:

The undersigned has reviewed our Qualification Statement submitted in response to the Request for Proposal (RFP) issued by the County of Delaware, dated May \_\_\_\_, 2022, in connection with the County's need for services of **ENGINEERING CONSULTANT SERVICES (MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN)**.

We affirm that the contents of our Qualification Statement (which Qualification Statement is incorporated herein by reference) are accurate, factual and complete to the best of our knowledge and belief and that the Qualification Statement is submitted in good faith upon express understanding that any false statement may result in the disqualification of (Name of Respondent).

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Type Name of Firm: \_\_\_\_\_

Dated: \_\_\_\_\_

**APPENDIX B**

**LETTER OF INTENT**

(Note: To be typed on Respondent's Letterhead. No modifications may be made to this letter)

[insert date]

Attn: Lisa L. Jackson, Q.P.A.  
Director of Central Purchasing  
County of Delaware  
201 W. Front Street  
Media, PA 19063

Dear Ms. Jackson:

The undersigned, as Respondent, has (have) submitted the attached Qualification Statement in response to a Request for Proposal (RFP), issued by the County of Delaware, dated May \_\_\_\_, 2022 in connection with the County's need for services of **ENGINEERING CONSULTANT SERVICES (MEDIA-SMEDLEY CONNECTOR TRAIL, PHASE I – FINAL DESIGN)**.

(Name of Respondent) HEREBY STATES:

1. The Qualification Statement contains accurate, factual and complete information.
2. (Name of Respondent) agrees (agrees) to participate in good faith in the procurement process as described in the RFP and to adhere to the County's procurement schedule.
3. (Name of Respondent) acknowledges (acknowledge) that all costs incurred by it (them) in connection with the preparation and submission of the Qualification Statement and any proposal prepared and submitted in response to the RFP or any negotiation which results there from shall be borne exclusively by the Respondent.
4. (Name of Respondent) hereby declares (declare) that the only persons participating in this Qualification Statement as Principals are named herein and that no person other than those herein mentioned has any participation in this Qualification Statement or in any contract to be entered into with respect thereto. Additional persons may subsequently be included as participating Principals, but only if acceptable to the County.
5. (Name of Respondent) declares that this Qualification Statement is made without connection with any other person, firm or parties who has submitted a Qualification Statement, except as expressly set forth below and that it has been prepared and has been submitted in good faith and without collusion or fraud.



6. (Name of Respondent) acknowledges and agrees that the County may modify, amend, suspend and/or terminate the procurement process (in its sole judgment). In any case, the County shall not have any liability to the Respondent for any costs incurred by the Respondent with respect to the procurement activities described in this RFP.
  
7. (Name of Respondent) acknowledges that any contract executed with respect to the provision of [insert services] must comply with all applicable affirmative action and similar laws. Respondent hereby agrees to take such actions as are required in order to comply with such applicable laws.

(Respondent shall sign and complete the spaces provided below. If a joint venture, appropriate officers of each company shall sign.)

Signature of Chief Executive Officer: \_\_\_\_\_

Typed Name and Title: \_\_\_\_\_

Type Name of Firm: \_\_\_\_\_

Dated: \_\_\_\_\_