



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

**INVITATION TO BID
DELAWARE COUNTY HEALTH DEPARTMENT YEADON
WELLNESS CENTER FLOORING PROJECT
*FAIR & OPEN PUBLIC SOLICITATION***

SUBMISSION DEADLINE:

- **DATE:** September 30, 2026
- **TIME:** 10:00 AM
- **PLACE:** [PennBid \(pennbid.bonfirehub.com\)](https://pennbid.bonfirehub.com)

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INVITATION TO BID

DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT

The County of Delaware, Pennsylvania (the "County") is soliciting bids from vendors for DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT to replace Phase 2 & 3 carpet including removal of debris and labor for approximately 4,423 square feet of office space. Vendor must disassemble and move various pieces of office furniture to remove existing carpet and install new carpet. The upon completion, all disassembled items must be reassembled and moved back to their initial location.

A highly recommended Pre-Bid Conference will be held on **Tuesday, September 22, 2026 @ 11:00 AM** at **125 Chester Avenue, Yeadon, PA 19050**.

ITB responses will be received **virtually** via [PennBid \(pennbid.bonfirehub.com\)](https://pennbid.bonfirehub.com) by the Department of Central Purchasing on **September 30, 2026 @ 10:00 a.m.** at which time responses will be opened and read aloud for **DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT**.

Detailed Invitation to Bid is located on the [PennBid \(pennbid.bonfirehub.com\)](https://pennbid.bonfirehub.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 Bid or any part thereof for sixty (60) days after the time designated for the receipt of Bid in the advertisement or Invitation to Bid. For any questions regarding such, please contact Tyler Rodriguez, Project Manager, and Jim E. Peterson, Director of Central Purchasing at (610) 891-4496.

Jim E. Peterson

Director of Central Purchasing

County of Delaware

1. INTRODUCTION

The County of Delaware (the “County”) is soliciting bids from vendors for DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT to replace Phase 2 & 3 carpet including removal of debris and labor for approximately 4,423 square feet of office space.

The resulting contract will be managed by the Delaware County Health Department.

2. ADMINISTRATIVE CONDITIONS AND REQUIREMENTS

The following items express the administrative conditions and requirements of this ITB. Together with the other ITB sections, they will apply to the ITB 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 Bid as non-responsive to the ITB and will be a factor in the determination of an award of a contract. The contents of the Bid 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 ITB.

2.1 SCHEDULE

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

- Release of ITB: September 8, 2026
- Pre-Bid Conference: September 22, 2026 @ 11:00 AM
- Final Day for Bidders’ Questions: September 24, 2026
- **Bid Due Date: September 30, 2026 @ 10:00 AM**

2.2 BID SUBMISSION INFORMATION

All responses must be submitted/uploaded on [PennBid \(pennbid.bonfirehub.com\)](https://pennbid.bonfirehub.com). Only those ITB 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 Bid. After the submission date and time specified above, responses must remain firm for a period of sixty (60) days.

2.3 MANAGING DEPARTMENT INFORMATION

Chris Walmsley, Chief Financial Officer – Delaware County Health Department
County of Delaware
125 Chester Avenue, Yeadon, PA 19050

2.4 COUNTY REPRESENTATIVE FOR THIS SOLICITATION

Jim E. Peterson, Director of Central Purchasing
County of Delaware
340 North Middletown Road, Fair Acres Building 13
Media, PA 19063
610-891-4496

2.5 INTERPRETATIONS AND ADDENDA

Respondents are expected to examine the ITB with care and observe all its requirements. All questions concerning the meaning or intent of this ITB, 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 ITB 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 ITB, including the Bid 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 Bid 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 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.

2.8.2 STOCKHOLDER DISCLOSURE

The disclosure of ownership Form, which is part of the ITB (ATTACHMENT D) shall be properly executed and submitted with the ITB response. 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 Bid 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 ITB.

2.8.3 NON-COLLUSION AFFIDAVIT

The Non-Collusion Affidavit, which is part of this ITB (ATTACHMENT C), shall be properly executed and submitted with ITB response.

2.8.4 INSURANCE AND INDEMNIFICATION

Before the contract is awarded, and unless otherwise approved by the County of Delaware's (hereinafter referred to as the 'County') representative in writing, the Contractor/Provider shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the County. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor/Provider, whichever is later.

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 ITB, the Contractor agrees to extend the terms and conditions of this ITB, 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 Bid 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 Bid 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 managing 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 ITB'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 Bid Cost Form.

1. The Owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
2. Deliverables not complying with the project specification.
3. Claims filed or responsible evidence indicating probability of filing claims.
4. A reasonable doubt that the contract can be completed for the balance then unpaid.
5. Payments shall not total more than 90% of the maximum Bid amount until the end of the contract period.
6. 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. The County 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 Respondents 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>

2.20 DATA OWNERSHIP AND RIGHTS

All County Data, including any transformations, outputs, analyses, or derivative works produced during the contract, remain the exclusive property of the County. No rights, title, interests, or usage permissions are granted to the Bidder or its affiliates beyond those necessary to perform the contracted services.

The Contractor shall not claim ownership, control, or intellectual property rights over any models, weights, or algorithms purportedly improved, trained, or modified using County Data in violation of this clause.

3. SCOPE OF WORK

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

DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT

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

This Invitation to Bid document presents background on the County, the scope of work desired, timeline, and Bid requirements. The ITB will be publicly advertised and will also be forwarded to number of agencies that have expressed interest in providing this support. Information related to this ITB is generally subject to "right-to-know" requirements under applicable laws, however the County may enter into non-disclosure agreements (NDA) as appropriate and allowable. All records and documents produced by the selected Financial Consultant firm are the property of the County.

3.1 PROJECT OVERVIEW & BACKGROUND

The Delaware County Health Department is soliciting competitive bids for the removal and replacement of existing flooring at a health department facility location. Work includes carpet tile removal/replacement, glue-down carpet tile replacement with luxury vinyl plank (LVP) in one designated room, cove base replacement, furniture/contents relocation, and debris removal and disposal.

Total approximate project area: **4,423 square feet** (add 10% for waste factor).

3.2 SCOPE OF WORK

3.2.1 General Flooring Replacement

Remove and replace existing carpet tiles throughout the facility, approximately 4,400 square feet.

Replacement carpet tile shall be **Glenstock Forum Cleverish 45405** approved carpet that matches is equivalent in quality, wear rating, and appearance to a commercial grade modular carpet tile product suitable for office/institutional use (specific product to be identified by successful bidder, subject to owner approval). Price must include all carpet tile, adhesive, and associated labor.

3.2.2 Community Room Flooring (Alternate Surface)

Remove existing glue-down carpet tile in one designated Community Room, approximately 748 square feet (44 ft x 17 ft). **Install Shaw Uptown Now luxury vinyl plank (LVP) flooring** in its place, of commercial grade, in a style/color to be selected by the owner from the awarded contractor's available product lines. If individual styles/color have a price difference, that must be incorporated into the bid.

3.2.3 Cove Base

Replace cove base throughout all affected areas. Color to be selected by the owner at time of award.

3.2.4 Contents/Furniture Relocation

Disassemble, move, and reassemble office furniture, desks, hutches, cubicles, and conference room furnishings (tables, chairs, file cabinets) as necessary to complete flooring work in each affected space to on-site space provided that is outside of the work areas.

Approximate quantities are eighteen (18) office desk/hutch units and ten (10) cubicle workstations requiring disassembly, relocation, and reassembly.

3.2.5 Debris Removal

Remove and legally dispose of all debris generated by removal and installation activities. Contractor is responsible for removing all materials, facilitating proper disposal of said materials, and cleaning all areas affected by the work.

3.2.6 Work Schedule

Work shall be performed after normal business hours and/or on weekends to minimize disruption to facility operations, at no additional cost to the owner. Bidder shall propose a layout/phasing plan and owner will select from among options provided by the contractor at no additional charge.

3.3 AREA BREAKDOWN

Area	Approx. Dimensions	Approx. Sq. Ft.
Office Rooms (18 total)	12 ft x 9 ft each	108 sq. ft. each (1,944 sq. ft. total)
Huddle/Meeting Rooms (3 total)	12 ft x 9 ft each	108 sq. ft. each (324 sq. ft. total)
Common Area / Hallways	85 ft x 13 ft	1,105 sq. ft.
Community Room (LVP alternate)	44 ft x 17 ft	748 sq. ft.

Area	Approx. Dimensions	Approx. Sq. Ft.
Rest & Restore Room	11 ft x 7 ft	77 sq. ft.
Storage/Utility Closet	11 ft x 15 ft	165 sq. ft.
Pantry/Storage Room	10 ft x 6 ft	60 sq. ft.
Total (approx.) 4,423 sq. ft.		

Bidders are responsible for verifying all quantities and dimensions via a site visit prior to submitting a bid. Figures above are provided for reference/estimating purposes only.

3.4 SAFETY

All work must be completed with contractor and worker safety in mind. In addition to removal of debris, all residual chemicals have been removed from the site and ensure that the work areas and surrounding areas are safe to inhabit.

4. BID REQUIREMENTS

Responses should be simply and economically prepared using the forms provided and should not include extraneous marketing materials or other unrequested information. The County will receive submissions via [PennBid \(pennbid.bonfirehub.com\)](https://pennbid.bonfirehub.com) on or before 11:00 a.m., APRIL 8, 2025. All questions should be submitted via PennBid in the vendor “**VENDOR DISCUSSIONS**” section.

The submission of a bid shall be an indication that the respondent has investigated and satisfied him/herself as to the existing conditions, and the character, quality, and scope of the work to be performed. To receive consideration, bids shall be made in accordance with the following general instructions.

4.1 BID SUBMISSION

All Contractors must input all requested information and submit the documents/files required in the “Requested Information” section on the project page. Each file must be uploaded into their respective sections on the PennBid platform. While these files are separated for organization purposes, they are part of one submission and the documents will be combined into a single file for purposes of all discussions, negotiations, or award.

4.1.1 QUALIFICATION STATEMENT

A statement is to be provided by the respondent who will serve as the primary contractor. This statement is separate from [ATTACHMENT G – QUALIFICATION AFFIDAVIT](#). The statement shall set forth brief details of the Contractor’s principal activities, the number of personnel working for the Contractor and the Contractor’s servicing location for the purposes of this project. Contractor must provide a list of (3) three clients for whom similar services have been provided. Include the following in your response:

Name of Client.

Contact person's name, position, and current telephone number.

Dates, cost, and scope of service.

Project status and comments

4.1.2 KEY PERSONNEL INFORMATION

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

4.1.3 LOCATION OF SERVICING OFFICE

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

4.1.4 ATTACHMENTS

The following documents are forms included with the ITB. Each form serves a different purpose for the ITB, but they collectively make up the bid and all must be completed as part of a bid submission.

Checklist/Certification Form

(ATTACHMENT A) Professional/Goods/Service Entity Information Form

(ATTACHMENT B) Bid Cost/Signature Form

(ATTACHMENT C) Non-Collusion Affidavit

(ATTACHMENT E) Insurance Requirement Acknowledgement Form

(ATTACHMENT G) Qualification Affidavit

(ATTACHMENT I) Acknowledgement of Corrections, Additions or Deletions Form

(ATTACHMENT J) Statement of Indebtedness Form

(ATTACHMENT K) Agreement for Payment of Commodity/Service Form

(ATTACHMENT N) Certificate of Good Standing/Subsistence Certificate

(ATTACHMENT Q) Diversity Business Enterprise Program Form

(ATTACHMENT O) Political Contribution Disclosure Form

(Pre-Award)

4.2 TERMS AND CONDITIONS

1. The County reserves the right to reject any and all responses and to request clarification of information.
2. All responses received to this ITB become the property of the County.
3. The County may modify this ITB by the issuance of an addendum. Any addendum will be issued through PennBid. No oral statements, explanations, or commitments will be of any effect unless incorporated into a written addendum.
4. This ITB is not subject to the competitive bidding process, and any contract entered into as a result of any response submitted will be based on the concept of "Best Value" and not be based on the concept of the "lowest responsible bidder." Best Value is defined as the most advantageous outcome considering both price and non-price factors and does not necessarily mean the lowest-priced Bid.
5. Responses may identify proprietary or confidential information for purposes of meeting an exception to the Pennsylvania Right-To-Know Law; however, the County is not bound by the identification of such information as propriety or confidential and will provide copies of materials provided hereunder in response to a Right-to-Know request as required by Pennsylvania law. By submitting a response, responding Respondents agree not to challenge such determination by the County.
6. The Respondent, including its agents and associates, shall refrain from contacting or soliciting any staff member or official of the County regarding this ITB until the time of award by County Council. Failure to comply may result in disqualification of the contractor. *Any questions pertaining to this ITB must be submitted via the 'Vendor Discussions' feature within PennBid as described above.*
7. Submission of a response to the County constitutes express acceptance by the contractor to be bound by all the terms, conditions, and provisions of this ITB.

8. The County anticipates the term of the contract to be twelve (12) months, with the option to extend for one (1) additional period of twelve (12) months.
9. A contract, prepared by the County and signed by County Council Chairperson, shall become the document that authorizes the Services to begin, assuming the insurance requirements have been met. Each section contained herein, the attachments, and any addenda and the response from the successful Contractor shall also be incorporated by reference into the resulting agreement.
10. The contract is subject to the approval of County Council and is effective only upon its approval.
11. The County reserves the right to make changes to the Services to be provided which are within the Project. No assignment, alteration, change, or modification of the terms of the Contract shall be valid unless made in writing and agreed to by both the County and the Contractor. The Contractor shall not commence any additional services or change the Scope of Services until authorized in writing by the County. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment of the Contract executed by both the Contractor and the County. The Contract may only be amended, supplemented, or modified by a written document executed by the Contractor and the County Solicitor.
12. In accordance with the provisions and conditions of the Contract, Contractor shall freely enter the Contract for the purpose of providing Services to the County and to be compensated for the Services.
13. No price escalation will be allowed during the initial or renewal terms of the contract. If it is mutually decided to renew beyond the initial period and the Contractor requests a price increase, the Contractor shall provide sufficient written certification and documentation to substantiate the request. Documentation shall include, but not be limited to; actual materials invoices, copies of commercial price lists, provision of appropriate indices, which reflect said increases. The County reserves the right to accept or reject price increases, to negotiate more favorable terms or to terminate without cost, the future performance of the contract.
14. If the contract extends beyond its stated term, whether by mutual agreement or continued performance, compensation during such extension shall be at the same rates, terms, schedules, and conditions established in this contract, unless otherwise amended in writing and executed by both authorized Contractor and County representatives.
15. Contractors are prohibited from engaging in activities on behalf of the County that produce a direct or indirect financial gain for the contractor, other than the agreed upon compensation.
16. Contractors are required to disclose conflicts of interest to the County throughout the term of the engagement. In the event a conflict of interest arises during the performance of this contract during or beyond the contract period, written disclosure must be sent within five (5) business days. Such disclosures must be on Contractor's official letterhead and submitted to the Managing Department and designated County representatives.
17. Proposals shall be submitted prior to the deadline established in this ITB and be clearly marked **"COUNTYWIDE NETWORK OF FLOOD/STREAM GAUGES INSTALLATION"**
18. All bidders are bound by the deadline and location requirements of this ITB. Late proposals will not be considered.

19. Proposing contractors 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.
20. Bidders electing to respond to this ITB are responsible for all costs incurred in the preparation and submission of Bid; interviews; preparation of responses to questions and requests for additional information; for contract discussions; or for anything related to this ITB. The County is not liable for any costs incurred by a bidder in response to this ITB, and the bidder (including all related parties) disclaims and voluntarily waives any and all rights to reimbursement for any such costs.
21. Proposals shall first be examined for completeness in meeting the terms and conditions of this ITB. Bids that are determined to meet said requirements will be given further consideration.
22. The County reserves the right to reject any and all proposals or any portion thereof and to select the ITB Bid that it judges to be in the best interest of the County.
23. The County reserves the right to modify or cancel this ITB and not award a contract if all proposals are evaluated and all are deemed as unsatisfactory. There is no guarantee that the County will place the requested services under contract.
24. If only one Bid is received, the County may initiate negotiations with the Contractor submitting the Bid or seek additional proposals on an informal or formal basis during the sixty (60) day period that proposals must remain effective.
25. Bidder must be licensed and insured to perform commercial flooring installation work.
26. Work must comply with all applicable building codes and ADA requirements.
27. Bidder shall coordinate scheduling with facility management to accommodate after-hours/weekend work requirements.
28. Bidder shall protect all adjacent surfaces, furnishings, and equipment not part of the scope of work.
29. Warranty information for materials and labor shall be included with the bid submission.

**The County, at its option, may request an interview with finalist contractors prior to final selection. Contractors selected will be notified in advanced of the time and format of such interviews (see dates in section 2.1).*

4.3 COST BID/PAYMENT STRUCTURE

Each proposer shall complete all pages of the Fee Bid ([ATTACHMENT B](#)).

Vendors shall submit itemized invoices upon delivery and acceptance of materials and completion of installation, as applicable. The County will compensate the Contractor after approving project submissions. Compensation will be withheld for incomplete or rejected submissions.

Payment terms are Net 30 days from the date of receipt of a valid, approved invoice. Vendors are responsible for ensuring invoice accuracy. Disputed invoices will be returned for correction and will not be subject to the Net 30 payment clock until a corrected invoice is received and approved. The County reserves the right to withhold payment, in whole or in part, for equipment or services that fail to meet the specifications outlined in this ITB and the resulting contract until such deficiencies are remedied to the County's satisfaction.

5. EVALUATION, REVIEW AND SELECTION PROCESS

5.1 BID TO REMAIN SUBJECT TO ACCEPTANCE

ITB 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 bids.

The owner may extend the decision to award or reject all bids beyond the sixty (60) calendar days when the bids 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 BIDS

The owner reserves the right to reject any or all bids, or to reject any bids 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 ITB and to complete the work contemplated therein. The owner reserves the right to waive any minor informality in the ITB.

5.3 EVALUATION PROCESS

An evaluation team will review all bids to determine if they satisfy the Bid Requirements, determine if a bid should be rejected and evaluate the bids based upon the Evaluation Criteria. The lowest, responsible, and responsive Bidder that meets all requirements laid out within the ITB will be contacted for an interview known as a Descope Meeting. The Descope meeting selected contractor 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 bids will be reviewed and evaluated. Award shall be made to the lowest, responsible, and responsive bidder whose bid meets all material requirements of this ITB.

The term **lowest** refers to the bidder offering the lowest total price as defined in the Bid Cost Form.

A **responsive** bid is one that:

- Conforms in all material respects to the requirements, specifications, terms, and conditions of this ITB.
- Includes all required forms, certifications, affidavits, and supporting documentation at the time of bid submission.
- Is submitted in the format, manner, and timeframe prescribed by the County.
- Contains no irregularities, omissions, or conditions that would limit or modify the County's rights under the ITB.

Bids that fail to include required documents, deviate from mandatory specifications, or impose conditions or exceptions may be deemed **non-responsive** and rejected without further consideration.

A **responsible** bidder is one who:

- Possesses the financial resources, organizational capacity, technical qualifications, and experience necessary to perform the work in accordance with the contract requirements.
- Has a satisfactory record of past performance, integrity, and business ethics.
- Is not currently debarred, suspended, or otherwise excluded from public contracting with Delaware County.
- Demonstrates the ability to comply with all applicable federal, state, and local laws, regulations, and policies, including but not limited to security, safety, and confidentiality requirements.
- Provides all required licenses, certifications, insurance, and bonding as specified in the ITB.
- Submits personnel qualifications, certifications, or clearances when required as part of the bid submission, any necessary clarifications, or subsequent interviews/meetings.

The County may investigate a bidder's responsibility using any information available, including references, past contract performance, financial statements, or independent verification. Failure to demonstrate responsibility may result in rejection of the bid.

The County reserves the right to correct mathematical errors, evaluate alternate pricing structures as specified in the ITB, and consider any required options, add-alternates, or unit pricing in determining the lowest bid.

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 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 managing department (Health Department) may then prepare and submit necessary documents to the Department of Central Purchasing to generate a Purchase Order for the contractor.

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

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

COUNTY OF DELAWARE

CHECKLIST

DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT
(eDPL-092826)

SUBMISSION DATE: September 30, 2026

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

(Must be provided as part of Bid/ITB submission)

(ATTACHMENT A) Professional/Goods/Service Entity Information Form.....	<u>X</u>
(ATTACHMENT B) Bid Cost Form	<u>X</u>
(ATTACHMENT C) Non-Collusion Affidavit.....	<u>X</u>
(ATTACHMENT E) Insurance Requirement Acknowledgement Form.....	<u>X</u>
(ATTACHMENT G) Qualification Affidavit	<u>X</u>
(ATTACHMENT H) Submission Format.....	<u>X</u>
(ATTACHMENT I) Acknowledgement of Corrections, Additions or Deletions.....	<u>X</u>
(ATTACHMENT J) Statement of Indebtedness.....	<u>X</u>
(ATTACHMENT K) Agreement for Payment of Commodity/Service.....	<u>X</u>
(ATTACHMENT N) Certificate of Good Standing/Subsistence Certificate	<u>X</u>
(ATTACHMENT Q) Diversity Business Enterprise Program Form.....	<u>X</u>

(Must be provided prior to award of contract/agreement)

(ATTACHMENT O) Political Contribution Disclosure Form	<u>X</u>
--	----------

I certify that the listed appendices and information included on them, submitted by me are true and accurate.

Firm/Company: _____ Date: _____

Authorized Representative (Print): _____

Signature: _____ Title: _____

Telephone #: _____ Fax #: _____

Subscribed and Sworn to Before me
This _____ day
Of _____ 20____.

Place Notary Stamp Below:

Notary Public of: _____
My commission expires: _____

PROFESSIONAL/GOODS/SERVICE ENTITY INFORMATION FORM
DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT
(eDCHD-100226)

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: _____

ATTACHMENT B**DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT (eDCHD-100226)****BID 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 Bid and agrees, if this Bid is accepted, to furnish and deliver services for the following:

DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT

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 portion of the specifications:

- o Hours of work and total cost of the materials. The itemized costs must be totaled to produce a Bid price. If awarded a contract, the Contractor 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.

Description	Extended Cost
GENERAL FLOORING REPLACEMENT	
COMMUNITY ROOM FLOORING	
COVE BASE	
CONTENTS/FURNITURE RELOCATION	
DEBRIS REMOVAL	
TOTAL BID COST	

(Corporation)

The undersigned is a (Partnership) under the laws of the State of _____ having its

(Individual)

Principal office at _____

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 Bid 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)

Type Or Print Name and Title of Affiant

Signature of Affiant

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.

Section I – Basic Insurance Requirements

Consultant, at its own expense, shall procure and maintain during the life of the Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Consultant's obligations and activities.

General Liability Insurance Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/\$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of the Contract by the Consultant or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all services provided by the Consultant, its employees, or independent consultants. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the County certificates of insurance.

REQUIRED ENDORSEMENT shall be added to the General Liability Policy. A copy of the endorsement shall be produced with the certificate.

Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

County of Delaware
County Clerk's Office
201 W. Front St.
Media, PA 19063

(Please note that the County does accept a signed letter on the agent's letterhead, from the insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Consultant is required to purchase and maintain insurance coverage to protect the Consultant and County of Delaware throughout the duration of the Contract per the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Consultant to maintain this insurance in full effect will be treated as a failure on the part of the Consultant to comply with these requirements and be considered sufficient cause to suspend the services, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the Commonwealth of Pennsylvania and currently having an A.M. Best Rating of "B+" or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claim made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the COUNTY certificates of insurance.

The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant's insurance policies.

The Consultant is required to give the County notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The County intends for the Consultant's coverage to be primary and not contributing with any other insurance or similar protection available to the County whether any other coverage is primary, contributing or excess.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List the County of Delaware ITB #eDPL-092826 as the Scope of Services the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

County of Delaware
County Clerk's Office
201 W. Front St.
Media, PA 19063

The Producer's contact person's name, phone number and e-mail address is required.

Acknowledgement of Insurance Requirement:

(Signature)

(Date)

(Printed Name and Title)

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 OR State of _____
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 subcontractors, 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

Print Type/Title

Print Name

Sign Name

COUNTY OF DELAWARE

ACKNOWLEDGEMENT OF CORRECTIONS, ADDITIONS AND DELETIONS

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

ATTACHMENT J

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 assessing 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

ATTACHMENT K

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 _____

GOOD STANDING OR SUBSISTENCE CERTIFICATES

A certificate of subsistence (good standing) states when the corporation, limited partnership, limited liability company or limited liability partnership is still in existence as a matter of record in the Office of the Secretary of the Commonwealth.

In addition to certifying copies of documents, this office also prepares certificates of subsistence (good standing) and certificates of due and diligent search. A certificate of due and diligent search certifies that all available records of the office have been searched and that a particular entity does not appear in our records. This office also creates certificates attesting that information on our records is true and correct. These certificates with the seal and signature of the Secretary of the Commonwealth are known as engrossed certificates. Certificates of non-existence for entities are also available. Consult the fee schedule for applicable fees.

To order your Subsistence Certificate online, follow these steps on [Business Filing Services](#).

- “Create Log In”
- “Click on Search Business Entities”
- “Search Name, then Click on Name”
- “Find Subsistence/Certificate of Registration Under ‘Certified Documents’”

Go to our [business filing system](#).

You may reach the bureau by telephone by calling (717) 787-1057, option 3. The telephone lines are available from 8:00 am to 4:45 pm

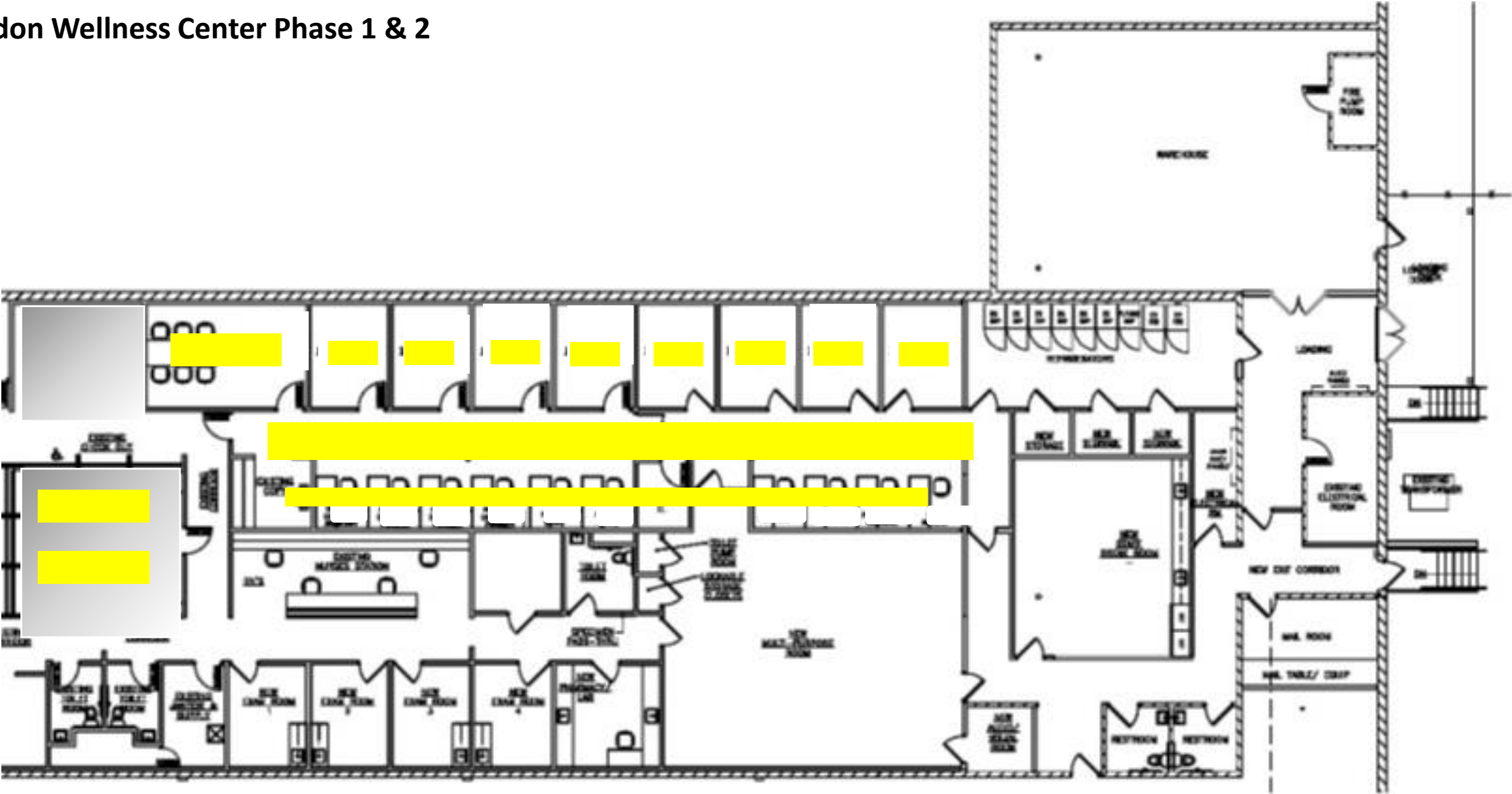
[Copy and Certificate Request \(PDF\)](#)

APPENDIX A – BASIC FLOOR PLAN LAYOUT

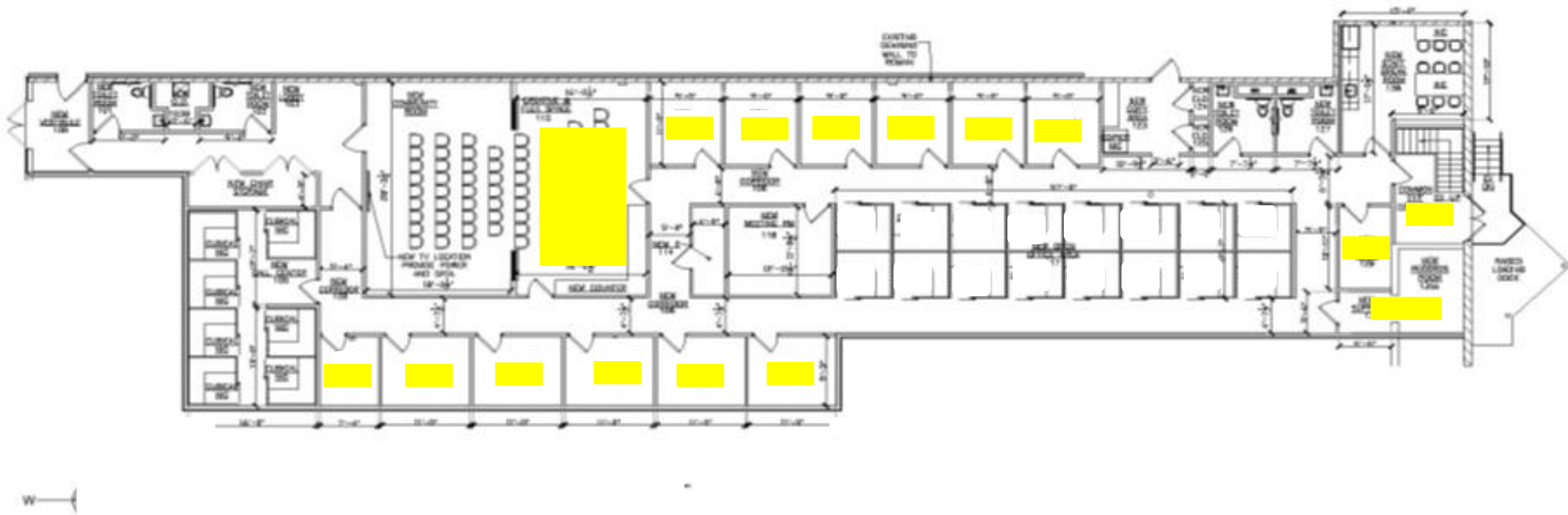
Please see a basic layout of the project site for **DELAWARE COUNTY HEALTH DEPARTMENT YEADON WELLNESS CENTER FLOORING PROJECT (eDCHD-100226)**.

Areas that are part of this project are highlighted in yellow.

Yeadon Wellness Center Phase 1 & 2



Yeadon Wellness Center Phase 3



APPENDIX O

Delaware County Political Contribution Disclosure Form

Background: Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. ***Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.***

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

_____ **NOT** made any Reportable Contributions.

_____ made Reportable Contributions as set forth on Schedule A attached hereto.

**Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.*

Type of Business Entity

Corporation _____	LLC _____	Sole Proprietorship _____	Other: _____ (describe)
Limited Partnership _____	Partnership _____	LLP _____	_____

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: _____

By: _____

Name:

Title:

Date:

Exhibit A
Delaware County
Political Contribution Disclosure Form

Definitions and Instructions

Timing.

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law.

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting.

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties.

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions.

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. ***See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.***

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

Questions.

Questions regarding the Disclosure Form may be directed to CentralPurchasing@co.delaware.pa.us.

**Schedule A
Delaware County
Political Contribution Disclosure Form**

Reportable Contributions within Past 24 Months

Name of Contractor: _____

Date: _____

<u>Contributor*</u>	<u>Candidate</u>	<u>Date</u>	<u>Amount</u>	<u>Relationship of Contributor to Contractor</u>

**Reporting required for Contractor and all other entities and persons related to Contractor whose contributions are also required to be reported, as further described in the definition of “reportable contribution” on Exhibit A.*

DIVERSITY BUSINESS ENTERPRISE PROGRAM (DBE) PROGRAM

For DBE tracking purposes, the County requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following subcontractor/ consultant statement.

COUNTY OF DELAWARE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- c. Native American or Alaskan native, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service-Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
(TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
(Bidder/Proposer Company Name)

(Project Name)

\$ _____
(Amount of Bid)

Please select one:

☐ **Option A: Intent to subcontract using Diversity Businesses**

A Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is: \$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization

Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

☐ **Option B: Intent to perform work without using Diverse Businesses**

No Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s).

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
(Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____