

COVER PAGE

NOTICE TO BIDDERS

1. The City of Chester uses PennBid to procure products and services. Any vendor/company/non-profit can register with PennBid, for free, by clicking on the "Register" button in the upper right hand corner at [PennBid](#).
2. Sealed electronic bids will be received via PennBid (<https://PennBid.net>). No physical paper bid copies will be accepted.
3. There is no physical public bid opening ceremony for this solicitation; a written recording of the electronic bid opening will be posted via a PennBid Public Notice.
4. This bid will be awarded to the lowest-cost, most-responsible, most-qualified bidder(s) for the service(s) outlined in the scope of work.
5. The successful Bidder(s) who is awarded a Contract will be required to pay "PennBid" a fee of 0.0033% (1/3 of 1 percent) up to a maximum of \$5,000 of the Contract award value.
6. All prospective bidder questions and the corresponding answers from the City regarding this solicitation will be posted on PennBid via the "Messages" menu under the "Public Q&A" Tab by the posted deadline.
7. The successful bidder(s) will receive an Intent to Award Notification Letter to sign.
8. The awarded bidder(s) will not be able to commence work until an approved Council resolution in a public meeting; a mutually-signed contract by the Mayor; approval by the City Solicitor, and a Notice-to-Proceed Letter has been issued by the City of Chester. No exceptions.
9. The City appreciates Diverse Business Proposals but they are not required for this solicitation.
10. Brevity is a virtue - all bid submissions should follow the requested format on pages 12-15.
11. Prospective Bidders are prohibited from contacting anyone in the City of Chester regarding this solicitation, unless otherwise noted specifically in this bid packet.
12. All bidder submissions require a minimum of 16 (sixteen) requested documents as specifically outlined on Pages 11 - 13. **These are simple and straightforward and required for grant compliance.**
13. The City of Chester reserves the right to reject any and all bids and the right to waive any technicalities that may be required in the best interest of the City of Chester. The City will also consider price, competency, and responsibility of the bidder before the intent to award notification is posted.
14. This is not a contract, but an intention to contract without any obligations to contract.
15. The City is not at liberty to provide specific feedback to those bidders who did not win the award.

Thank you in advance for your time and effort to submit a proposal to meet the City's needs

TITLE PAGE

BID PACKET**BUSINESS DISTRICT - FACADE IMPROVEMENT PROGRAM****BID HIGHLIGHTS AND CRITICAL DATES**

1	Project Name	Business District - Facade Improvement Program
2	Project Purpose	<p>The City of Chester secured and received \$2,000,000 from the American Rescue Plan Act (Federal Grant) to cosmetically improve approximately 50-100 building facades. This revitalization/beautification effort is specifically for the Chester Business District that encompasses a five block stretch of storefronts and businesses along the Avenue of the States. (Please see Exhibits for architectural renderings/scope of work).</p> <p>This facade beautification program will roll out in the following three (3) phases:</p> <ul style="list-style-type: none"> • Phase I = 4 business facades (this bid solicitation) • Phase II: 10 to 25 additional business facades • Phase III: 10 to 25 additional business facades
3	Bid Number	2025-008
4	Bid Submission Requirement	Electronic through PennBid. Paper submissions will neither be accepted nor considered.
5	Bid Solicitation Opening Date	03/28/2025
6	Optional Site Tour / for interested bidders - (highly recommended)	<p>04/08/2025</p> <p>Interest bidders are welcome to visit / assess the 4 (four) business buildings on Tuesday 04/08/25 - anytime between 10 am and 3 pm. Meeting Point will be the City Hall Lobby.</p> <ul style="list-style-type: none"> • Registration required as the City needs to be transparent with the respective business owners for access <ul style="list-style-type: none"> ◦ RSVP here. ◦ you can also cut-and-paste this url address in your browser to get to the RSVP form: <ul style="list-style-type: none"> ■ https://forms.office.com/r/AB5GYGhdcn
7	Bid Q&A Deadline	04/18/2025 (4 pm EST)
8	Bid Solicitation Closing Date	05/04/2025 (4 pm EST)
9	Anticipated Unseal Bid Opening Date	05/05/2025
10	Anticipated Bid Evaluation Date	06/09/2025
11	Anticipated Bid Award Date	06/18/2025 Council Meeting
12	Anticipated Mutually-Signed Fully Executed Contract Date	07/18/2025
13	Anticipated Notice to Proceed Date	07/25/2025

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I. INTRODUCTION

This Request for Proposal (RFP) is broken down into two sections:

1. a SUPPLEMENTAL section and
2. a MASTER section.

The MASTER is the standard terms and conditions applicable to all projects within the City of Chester. The SUPPLEMENTAL section is specific to the particular project.

About the Organization:

The City of Chester municipality, located in Delaware County, Pennsylvania is an estimated \$65M annual operation primarily led by [five elected officials](#) including a Mayor. The municipality has approximately 225 employees across 5 departments, serving 35,000+ residents. Chester is an ACT 47, Third Class City Code municipality that is currently undergoing a transformation with a [Receiver](#) appointed (in 2020) by the PA State Governor to help the City recover from the current Chapter 9 bankruptcy (filed November, 2022). The organization culture consists of a [Receiver Team](#) (consulting firms), Operations Team (City employees led by a Chief of Staff/City Administrator including a Chief Financial Officer), and City Council (Elected Officials). The current focus is to put people, processes, and policies in place to support the documented [Recovery Plan](#). [Click here](#) to learn more about the City of Chester.

II. SUPPLEMENTAL

This section refers to the specific PROJECT.

The CITY has provided this high-level detail for insight into the PROJECT and the expectations for BIDDERS to comply.

A. PROJECT OVERVIEW AND CHARACTERISTICS

ITEM	COMPONENT	DESCRIPTION
1.	PROJECT NAME:	Business Facade Improvement / Beautification Program
2.	PROJECT BID NUMBER:	2025-008
3.	ESTIMATED BUDGET RANGE	The budgeted amount <u>per business facade</u> is \$50,000 (maximum). Anything above the \$50,000 is between the business owner and the contractor and neither part of this program nor bid solicitation.

4.	DEPARTMENT - the specific department within the City of Chester that is leading this PROJECT	Community and Economic Development ▾
5.	PROJECT PRIMARY STAKEHOLDER	External - Residents, Community ▾
6.	PROJECT TYPE	Construction - Repair Existing Structure ▾
7.	THE PROBLEM THIS PROJECT/ ENGAGEMENT IS TRYING TO SOLVE (100 words or less) This articulates the “current state” of the before effect.	The facade improvement renderings for this program have already been generated by the City's licensed architect, Think Architecture. The scope of work for each business facade has already been shared with / pre-approved by the respective business owners. The City is now in need of a licensed, insured, General Contractor to make the necessary cosmetic improvements as outlined and illustrated in the Exhibits section of this solicitation.
8.	THE EXPECTED SOLUTION THIS PROJECT/ ENGAGEMENT SHOULD DELIVER (100 words or less) This articulates the “Future State” or the after effect.	<p>The City encourages prospective General Contractors and their subcontractors to attend the 4/8/2025 walk-through (registration required below) of the business facades, to substantiate the scope of work and ask questions, to yield an accurate proposal.</p> <ul style="list-style-type: none"> ● Site Tour / Walk-Through (Registration required as the City needs to be transparent with the respective business owners for access) <ul style="list-style-type: none"> ○ Please RSVP here. ○ you can also cut-and-paste the following url address in your browser to get to the RSVP form: <ul style="list-style-type: none"> ■ https://forms.office.com/r/AB5GYGhdcn
9.	THREE (3) BENEFITS REALIZED AS A RESULT OF THIS	<ol style="list-style-type: none"> 1. Revitalize the Chester Business District. 2. Enhance the patron experience. 3. Preserve business facades with much needed repairs. 4. Attract and retain employees/customers 5. Increase investment appeal/opportunity

	ENGAGEMENT	6. Promote long-term sustainability.
10.	OUTCOME SUCCESS IS DEFINED AS: (how the City defines success for this awarded contract)	A quality, licensed, responsible contractor who will partner with the City to get the job done on time and on budget.
11.	PROJECT SCOPE OF WORK	<p>IN-SCOPE</p> <p>It is important to note this project is centered around implementing cosmetic/aesthetic exterior improvements to the designated business parcels. This may include but <u>not</u> limited to:</p> <ul style="list-style-type: none"> • replace wood trims with PVC. • paint, • repair broken doors, windows • install planters, signs, awnings, etc.) <p>As a result, the proposed architectural renderings may have</p> <ul style="list-style-type: none"> • Minimal-to-no electrical requirements. • Minimal-to-no plumbing requirements. • Minimal-to-no mechanical requirements. <p>Please see Exhibits for more information (Pages 10-12)</p> <p>OUT-OF-SCOPE</p> <p>This program is <u>not</u> centered around implementing structural/functional improvements such as leaking roofs, foundational faults, new HVAC, interior painting, removing interior walls, etc.)</p>
12.	PREFERRED INSURANCE REQUIREMENTS FOR THIRD-PARTY BUSINESSES/ AWARDED BIDDER	<ol style="list-style-type: none"> 1. COMPREHENSIVE GENERAL LIABILITY <ol style="list-style-type: none"> a. Each Occurrence Limit - \$1,000,000 b. Personal & Advertising Injury Limit \$1,000,000 c. General Aggregate \$2,000,000 d. Products & Completed Operations Aggregate \$2,000,000 2. AUTO LIABILITY <ol style="list-style-type: none"> a. Each Accident — Combined Single Limit \$1,000,000. 3. PROFESSIONAL LIABILITY <ol style="list-style-type: none"> a. Each Loss \$1,000,000

		<p>b. Aggregate \$1,000,000</p> <p>4. UMBRELLA OR EXCESS LIABILITY (To overlay General Liability, Auto Liability and Employer's Liability coverages)</p> <p>a. Each Occurrence \$1,000,000</p> <p>b. Aggregate \$1,000,000</p> <p>5. WORKERS' COMPENSATION / EMPLOYER'S LIABILITY</p> <p>a. As required by statute</p> <p>6. EMPLOYER'S LIABILITY</p> <p>a. Each Accident: \$100,000</p> <p>b. Each Employee for Injury by Disease: \$100,000</p> <p>c. Aggregate for injury by Disease: \$500,000</p> <p>Workers' Compensation policy shall include a Waiver of Subrogation against The City of Chester, its elected officials, agents, and employees.</p> <p>Prior to commencement of the performance of the Agreement, Contractor shall furnish to the City a certificate of insurance evidencing all required coverage in at least the limits required herein, naming the City of Chester, its elected officials, agents, and employees as Additional Insured.</p> <p>Contractor's Commercial General Liability and Umbrella/Excess Policy shall be Primary to and will not require contribution from any other insurance under which the Additional Insured is a Named Insured. To the fullest extent permitted by applicable state law, all policies shall contain a Waiver of Subrogation Clause. The Certificate shall note the project and provide that no policies may be canceled without thirty (30) days advance written notice to the City.</p> <p>Such certificate shall be issued to:</p> <p>City of Chester Attn: Purchasing Agent 1 E. 4th St. Chester, PA 19013.</p> <p>Ensure In the description of operations section, of the Certificate of Insurance please provide the following statement "RFP Contract Number; Title of the contract: City of Chester, its officers, agents and employees are included as Additional Insured to the General and Auto Liability if required by written contract.</p> <p>All insurance policies shall be in effect with companies holding an A.M. Best rating of "A-" or better or financial rating of IX or better with the A.M. Best's Company Key Rating, Guide Latest Edition</p>
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		and shall be licensed or authorized to do business in the Commonwealth of Pennsylvania. Such companies shall also be acceptable to the City. Said policies shall remain in full force and effect until the expiration of the terms of the contract or until completion of all duties to be performed hereunder by the Contractor, whichever shall occur later.
13.	If applicable, PERFORMANCE BOND Required Amount	Required. Equal to 100% of the total amount of all proposed work/job orders submitted with your proposal.
14.	If applicable, LABOR AND MATERIAL BOND Required Amount	Not Applicable
15.	If applicable, MAINTENANCE BOND Required Amount	Required. Equal to 12 months following the completion of the project.
16.	INVOICING	<ul style="list-style-type: none"> • All invoices must reference a City-provided Purchase Order Number in order for payment to be processed. • All invoices need to be separated by business facade. • All invoices carry a Net 30 Day payable terms from Invoice City Receipt Date. • All invoices must be itemized, preferably outlining Labor Costs, Material Costs, and Other Costs.
17.	CONTRACT TYPE	Lump Sum Contract ▾
18.	OTHER: Please list, describe, share anything else worth noting about this specific project that was not already mentioned in the above information:	<ul style="list-style-type: none"> • Questions regarding this bid opportunity should be posted on PennBid via the "Messages" menu under the "Public Q&A" Tab. • A \$125 City of Chester business license is required • Applicable Permit Fees • Given this is federal grant money, prevailing wages must apply.

B. BIDDER INSTRUCTIONS - EXPECTATIONS FOR RESPONDING TO THIS BID

Thank you again for your interest in bidding for this opportunity. We appreciate your organization's time and effort to respond to our municipality needs. The City of Chester utilizes PennBid to aggregate, manage and communicate with registered bidders. Any vendor/company/non-profit can register with PennBid, **for free**, by clicking on the "Register" button in the upper right hand corner at [PennBid](https://PennBid.net).

Please note, your company, as a bidder, must register with PennBid to retrieve all bid documents and to be able to submit bid proposals/inquiries/clarifying questions. For questions regarding registration please contact the PennBid team at 610-693-4769 or go to <https://PennBid.net/vendor-bidder-information/>

SUBMISSION AND UPLOAD REQUIREMENTS

It is required that your response is submitted using the PennBid portal. The system will time stamp and confirm receipt of submissions. Please note, all bid responses, supporting documents, and required signed acknowledgements must be uploaded, saved, and submitted via the PennBid platform. The City will not accept paper submissions for this bid.

GUIDE FOR SUBMISSIONS

Please use the illustration on the next page as your guide to respond to this opportunity.

IMPORTANT:					PennBid Cross Reference Points	
The following illustration highlights what the City is expecting from each BIDDER and the suggested format for the BIDDER'S response to this Request for Proposal. BIDDERS are encouraged to use the following as a guide / checklist for their individual submissions. All submissions must be submitted electronically via PennBid. Documents must be <u>uploaded individually</u> to ensure all required documents are included to validate your proposal and ensure grant compliance. This also expedites the contract process should your proposal be awarded.					(when you are in PennBid)	
FOR YOUR SUBMISSION	DESCRIPTION			"SUGGESTED" PAGE LENGTH	Header Name	Header Item
1. REQUIRED	YOUR PROPOSAL	TABLE OF CONTENTS	1-2	Supporting Documents	1	
		COVER LETTER - A letter of interest and a summary of qualifications, processes and deliverables for this engagement. This should be an Executive Summary of your proposal.	1-2			
2. REQUIRED		JOB/WORK ORDER FOR 407 Avenue of The States (1 Facade) • INSTRUCTIONS: Format is up to the Bidder. Please provide a proposed work/job order illustrating the labor costs, the materials costs, the other costs, to yield the architectural rendering for this business facade as illustrated in Exhibit A. o PLEASE NOTE: Your work/job order will be used to facilitate a contract between your firm and the business owner for grant tracking/compliance.	1	Supporting Documents	2	
3. REQUIRED		JOB / WORK ORDER FOR 517-519 Avenue of The States (2 Facades) • INSTRUCTIONS: Format is up to the Bider. Please provide a proposed work/job order illustrating the labor costs, the materials costs, the other costs, to yield the architectural rendering for this business facade as illustrated in Exhibit B. o PLEASE NOTE: Your work/job order will be used to facilitate a contract between your firm and the business owner for grant tracking/compliance.	1	Supporting Documents	3	
4. REQUIRED		JOB / WORK ORDER FOR 531-533 Avenue of the States (1 Facade) • INSTRUCTIONS: Format is up to the Bidder. Please provide a proposed work/job order illustrating the labor costs, the materials costs, the other costs, to yield the architectural rendering for this business facade as illustrated in Exhibit C.	1	Supporting Documents	4	

	<ul style="list-style-type: none"> ○ PLEASE NOTE: Your work/job order will be used to facilitate a contract between your firm and the business owner for grant tracking/compliance. 			
5. REQUIRED	SUMMARY PRICING TABLE (EXCEL PROVIDED BY THE CITY, LISTED UNDER "BID TABLE") <ul style="list-style-type: none"> ● INSTRUCTIONS: Simply populate this easy spreadsheet that summarizes the pricing of your proposal . 	N/A	Pricing Table	
6. REQUIRED	NON-COLLUSION AFFIDAVIT (PDF PROVIDED BY THE CITY) <ul style="list-style-type: none"> ● INSTRUCTIONS Simple to populate, sign, scan, and upload with your PennBid electronic submission. This document substantiates the integrity of the bid. 	N/A	Supporting Documents	5
7. REQUIRED	PUBLIC WORKS EMPLOYMENT VERIFICATION FORM (PDF PROVIDED BY THE CITY) <ul style="list-style-type: none"> ● INSTRUCTIONS: Simple to populate, sign, scan, and upload with your PennBid electronic submission. 	N/A	Supporting Documents	6
8. REQUIRED	CONFLICT OF INTEREST FORM (PDF PROVIDED BY THE CITY) <ul style="list-style-type: none"> ● INSTRUCTIONS: Simple to populate, sign, scan, and upload with your PennBid electronic submission. 	N/A	Supporting Documents	7
9. REQUIRED	CAMPAIGN CONTRIBUTIONS DISCLOSURE FORM (PDF PROVIDED BY THE CITY) <ul style="list-style-type: none"> ● INSTRUCTIONS: Simple to populate, sign, scan and upload with your electronic PennBid submission. 	N/A	Supporting Documents	8
10. REQUIRED	PERFORMANCE BOND - equal to 100% of your bid proposal (PDF PROVIDED BY THE CITY) <ul style="list-style-type: none"> ● INSTRUCTIONS: Simple to populate, sign, notarize, scan and upload with your electronic PennBid submission. 	N/A	Supporting Documents	9
11. REQUIRED	MAINTENANCE BOND - equal to 12 months following the completion of the project <ul style="list-style-type: none"> ● INSTRUCTIONS: Format of the Maintenance Bond is up to the Bidder - sign, notarize, scan and upload with your electronic PennBid submission. 	N/A	Supporting Documents	10

12. REQUIRED	<p>SUBCONTRACTOR DECLARATION FORM (<i>PDF PROVIDED BY THE CITY</i>)</p> <ul style="list-style-type: none"> INSTRUCTIONS: Simple to populate, sign, scan and upload with your electronic PennBid submission. NOTE: If there are no subcontractors, please indicate accordingly on this form. 	N/A	Supporting Documents	11
13. REQUIRED	<p>ACORD CERTIFICATE OF INSURANCE (The standard ACORD Certificate that highlights all of your <u>current</u> business insurance coverages with the "City of Chester 1 E. 4th St. Chester, PA 19013" sited in the Certificate Holder section at bottom of form) For example and where applicable, :</p> <ol style="list-style-type: none"> Commercial General Liability Insurance Professional Liability Insurance Workers Compensation Insurance Public Liability and Property Damage Insurance Automobile Bodily Injury and Property Damage Insurance Umbrella Insurance <ul style="list-style-type: none"> INSTRUCTIONS: Every insurance company provides an ACORD. Just ask your insurance company. Upload with your PennBid electronic submission. 	N/A	Supporting Documents	12
14. REQUIRED	<p>SEXUAL HARASSMENT AND NON-DISCRIMINATION ACKNOWLEDGEMENT (<i>PDF PROVIDED BY CITY</i>)</p> <ul style="list-style-type: none"> INSTRUCTIONS: Simply read, comprehend, sign, scan, and upload with your PennBid electronic submission. 	N/A	Acknowledgements	1
15. REQUIRED	<p>DEBARMENT AND SUSPENSION ACKNOWLEDGEMENT (<i>PDF PROVIDED BY CITY</i>)</p> <ul style="list-style-type: none"> INSTRUCTIONS: Simply read, comprehend, sign, scan, and upload with your PennBid electronic submission. 	N/A	Acknowledgements	2
16. REQUIRED	<p>VENDOR PROFILE AND QUESTIONNAIRE (<i>EXCEL PROVIDED BY CITY, LISTED UNDER "QUESTIONNAIRE"</i>)</p> <ul style="list-style-type: none"> INSTRUCTIONS: Simple to populate, save, upload with your PennBid electronic submission. This tells the City about you/your firm. 	N/A	Acknowledgements	3
	<p>DIVERSE BUSINESS ENTERPRISE Certificate (If applicable)</p> <ol style="list-style-type: none"> Minority-owned Enterprise (MBE) 	N/A	Supporting Documents	13

OPTIONAL, AND ONLY IF APPLICABLE	2. Women-owned enterprise (WBE) 3. Small-business enterprise (SBE) 4. Disadvantaged business enterprise (DBE) 5. Veteran-owned business enterprise (VBE) 6. Service-disabled veteran-owned business enterprise (SDVBE) 7. Etc.			
OPTIONAL, AND IF APPLICABLE	ALL OTHER: Any other optional documents you would like to submit in support of your proposal.	N/A	Supporting Documents	14
VERY IMPORTANT:	As a result of the above outline, each bid submission requires a <u>minimum of 16 documents (as listed above)</u> . Failure to provide this 16-document minimum with your electronic submission may result in a non-response status.	N/A	N/A	N/A

III. MASTER

This section applies to all City of Chester issued RFPs and solicited BIDDERS

A. DEFINITIONS

1. AWARDED BIDDER - The BIDDER who won the BID to advance to a contract with the CITY to perform the products and services set forth herein.
2. CITY - Wherever the word "CITY" is used, it shall be understood to mean the City of Chester, Pennsylvania. The CITY of Chester follows Third Class City Code of the Commonwealth of Pennsylvania and the procurement practices outlined in the Purchasing Policy and Procedure adopted by City Council on 5/25/2022.
3. PROJECT NAME - The City will assign/reference a Project Name. Project Name shall be understood to mean products and services to be provided to the City's PROJECT NAME project.
4. PROJECT - Wherever the word "PROJECT" it shall be understood to mean any undertaking, carried out individually or collaboratively that is carefully planned to achieve a particular aim. All PROJECTS have a start date and end date.
5. PROJECT LEAD - Wherever the word "PROJECT LEAD" is used, it shall be understood to mean the specific person in the City of Chester or his/her duly appointed successor, or representative, to be managing the project and is acting within the scope of the duties entrusted to them. Other than the City Purchasing and Procurement Manager, no other City officer or employee is authorized to order supplies or services, enter into purchase negotiations, or in any way obligate the government of the City of Chester for indebtedness unless authorized by the Project Lead/Purchasing and Procurement Manager.
6. BID - Wherever the word "BID" it shall be understood to mean the PROJECT NAME and BID NUMBER.

7. BIDDER - Wherever the word "BIDDER" it shall be understood to mean an interested and eligible third party individual or business entity that submits a proposal, qualification, or submittal that seeks to enter into a contract with the CITY to perform the duties set forth in the BID.
8. BID NUMBER - Wherever the word "BID NUMBER" it shall be understood to mean the reference number assigned by the City to track activity relative to a given bid opportunity.
9. DEFAULT - Wherever the word "Default" is used it shall be understood to mean the BIDDER's inability to comply with the terms and conditions as set forth in the Invitation to Bid, Quote, Contract or Purchase Order. This is inclusive of, but not limited to, the Bid/Proposal/Quote pricing and Contract Term and any arrears that may be due and owing to the City.
10. LOCAL FIRM - a firm based/headquartered in the City of Chester.
11. DIVERSE BUSINESS ENTERPRISE A Diverse Business can be a Minority Business Enterprise (MBE), a Women Business Enterprise (WBE) or a Disadvantaged Business Enterprise (DBE). These business classifications require a certification by a certifying body and a physical certificate demonstrating evidence of such.
12. PURPOSE
This bid opportunity was issued by the City for the purpose of contracting with a vendor to perform the services outlined in the scope of work. This is not a CONTRACT.

The AWARDED BIDDER will be presented a separate CONTRACT with its own terms and conditions.

B. ADDENDUM

1. Changes to this RFP after the posting date, that have a material effect, shall be communicated via PennBid Public Notice - addenda.
2. It shall be the responsibility of each BIDDER to ensure that their submission includes their proposal, the required supporting documents, and required acknowledgements.
3. No addendums will be issued five (5) working days prior to bid opening.
4. Failure to acknowledge all supporting documents, acknowledges and addenda may result in rejection of a proposal as non-responsive.

C. AUTHORITY

The PROJECT LEAD/PURCHASING AGENT, the designee of the Chief of Staff (COS), and the COS, shall have dual responsibility and authority for negotiating, placing, and when necessary, modifying each and every invitation to bid, purchase order or other award issued by the City of Chester for this PROJECT. Any purchases contrary to these provisions and authorities shall be void and the City shall not be bound thereby.

D. AUTHORIZATION TO DELIVER MATERIAL OR SERVICES

All purchases must be properly authorized in writing and in advance. Contractors/Vendors must first obtain and are prohibited from shipping any merchandise or providing any services prior to receiving an official award letter, notice to proceed, a purchase order number, from the PROJECT LEAD/PURCHASING AGENT. The CITY will be under no obligation to pay for merchandise delivered or services provided resulting from violation of this rule.

E. AWARD CRITERIA

1. The award will be made to the lowest most responsible, most competent, BIDDER whose BID response conforms to the invitation and will be most advantageous to the City of Chester.
2. BID Evaluation Scorecard/Rubric - outlines the evaluation parameters the City may use for each BID.
3. Other factors will be considered such as delivery time, quality, operating and maintenance cost, service, resale value, etc.
4. The City reserves the right to reject any or all offers and to waive informalities and minor irregularities in offers received.
5. In accordance with City of Chester Ordinance No. 15224, all bids, contracts and engagement contracts are subject to Council approval by resolution at a public meeting.
6. The City of Chester will only award contracts to equal opportunity employers.

7. The date on which City Council approves said resolution shall be known as the Official Award Date.
8. The City will notify all bidders of the award and return BID sureties (if applicable) to all but the successful BIDDER.
9. An official written AWARD NOTIFICATION will be issued by the City to the AWARDED BIDDER
10. The AWARDED BIDDER has thirty (30) days from the "Official Award Date" to enter into a fully executed contract with the City, or forfeit, as liquidated damages, the Bid Security and/or the City reserves the right to rescind the award.
11. The City reserves the right to award by item, by section or group, or in its entirety depending on the best interest of the City of Chester.
12. The fully executed Contract Terms and Conditions will preside over the project and all contracts and invoices are subject to Council approval in a public meeting.
13. By submitting a proposal in response to the City's solicitation, the AWARDED BIDDER hereby consents to a background check that the City, in the exercise of its sole but reasonable discretion, may deem appropriate to conduct, including, without limitation, a financial history, a credit check, a criminal history check, a litigation history check and a judgment, judgment lien, tax lien and bankruptcy search of the AWARDED BIDDER. The AWARDED BIDDER agrees to release and hold harmless the City from any and all claims in any way arising from such a background check conducted by the City or its agents of the AWARDED BIDDER. The City reserves the right to reject any and all responses to the City's solicitation in the event the results of any such background check are found to be unsatisfactory to the City in the City's sole discretion. The City shall keep all information derived from the background check confidential and shall only use such information for the purposes of City solicitations.

F. BID PREPARATION AND SUBMISSION

1. SUBMISSIONS

- A. No paper submissions will be accepted.
- B. All bid responses must be submitted electronically via PennBid.
- C. No bid may be considered if received after the time and date posted on PennBid.
- D. BIDDERS are expected to examine all instructions, specifications, drawings, sites, installation, etc. Failure to do so will be at the BIDDER'S risk.
- E. The City reserves the sole right to outright reject any bid that fails to fully follow all instructions, specifications, drawings, sites, installations, etc. described in the document.
- F. Changes to BIDS submitted will be rejected.
- G. In the event of only one vendor submission to this bid solicitation, the City may extend the bidding window through an addenda or cancel, refine and rebid at a later unspecified time. The City understands that having only one vendor submission does not provide a comparative scenario or an optimal bidding scenario. However, the City may also consider awarding a one-and-only submission, provided the City has exhausted all resources for solicitation of this bid, has performed a proper vetting of the single submission with an evaluation committee, and/or consideration of the project circumstances (criticality, timing, etc.) to meet the needs of the City. In summary, having a one-and-only submission does not constitute a reject and rebid, and a one-and-only submission may/can be awarded.

2. BIDDING TIE

If all factors are equal, preference will be given to a City of Chester vendor over a non-City vendor. If multiple vendors or no vendors are City of Chester vendors, preference will be given to MBE WBE DBE first, followed by vendors whose principal place of business is within Delaware County. If multiple vendors or no vendors are MBE, WBE, DBE or Delaware County vendors, preference will be given to vendors in the State of Pennsylvania. If multiple vendors or no vendors remain tied, consideration may be given to vendors that have provided satisfactory service to the City of Chester in the past. If all factors continue to remain equal, the tie will be broken by a coin flip done by the PROJECT LEAD in the presence of a witness

3. BIDS BINDING 90 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for ninety (90) calendar days following the bid due date and may be extended at the agreement of both parties.

4. COMMUNICATIONS DURING SOLICITATION PROHIBITION

All questions and answers regarding this solicitation must be posted by the Q&A deadline via PennBid via the “Messages” menu tab, followed by the “Public Q&A” tab.

Communicating with City employees, or elected officials regarding requests for proposals, requests for qualifications, bids, or contracts by the BIDDERS or any member of the BIDDER’S company, an agent of the BIDDER, or any person employed by any legal entity affiliated with or representing an organization that is responding to the requests for proposals, requests for qualification, bid or contract is strictly prohibited.

5. MUNICIPALITY PROPERTY

- A. All information submitted becomes property of the City of Chester upon submission. The City of Chester reserves the right to issue supplemental information or guidelines relating to this bid opportunity as well as make modifications to the bid opportunity or withdraw/cancel this bid opportunity.
- B. The cost of preparing, submitting and presenting a proposal is the sole expense of the BIDDER.
- C. The City of Chester reserves the right to reject any and all proposals received as a result of this solicitation, to negotiate with any qualified source, to waive any formality and any technicalities or to cancel this RFP in part or in its entirety if it is in the best interest of the City of Chester.
- D. This solicitation of proposals in no way obligates the City of Chester to award a BIDDER or award a contract.

H. CONTROLLING LAW

This Invitation to Bid is governed by and will be construed and enforced in accordance with the laws of the Commonwealth of Pennsylvania without regard to any conflict of laws provisions. Venue for any disputes shall be in the Court of Common Pleas of Delaware County, Pennsylvania.

I. DEFECTIVE OR DAMAGED WORK

Any defective or damaged work found to exist prior to approval of final payment shall be promptly corrected or removed and replaced with non-defective work by the AWARDED BIDDER at no expense to the City. Upon failure of the AWARDED BIDDER to correct the deficiency within thirty (30) business days, the City may correct the same and deduct the costs from any monies due the AWARDED BIDDER.

J. GUARANTY

1. The AWARDED BIDDER shall guarantee that all the materials used, and all the work done under the contract shall fully comply with the requirements of the plans, specifications, scope of work and the instruction of the City.
2. All expenses covering return or replacement of defective or improper merchandise will be assumed by the AWARDED BIDDER. In no instance shall the AWARDED BIDDER refer the City to any distributor or manufacturer for settlement of any claim arising from defective or improper merchandise. If the AWARDED BIDDER shall fail to replace or repair any defective or improper merchandise within thirty (30) days from date of notice, the City may make the necessary corrective arrangements to reimburse the City in such an instance. Samples of any warranties or guarantees which will apply to the goods being offered for sale shall be included as part of the bid.
3. Any defects in the completed work or any failure of the AWARDED BIDDER to fully perform or endure the service for which is intended, which in the opinion of the City are caused by or due to the use of materials, skill or workmanship not in compliance with the said plans, specifications and instructions, that may appear in the work within a period of twelve (12) months after acceptance by the City, shall be regarded as prima facie and conclusive evidence that the AWARDED BIDDER has failed to comply with the said specifications, plans and instructions. The AWARDED BIDDER in this event shall, at his own expense, at such time and in such manner as the PROJECT LEAD may direct, repair or take up and reconstruct any such defective work in full compliance with the original specifications, plans and instructions. The repairs required to be made by the AWARDED BIDDER shall extend only to making good any inherent defects which become manifested in the materials and workmanship under ordinary conditions and shall not be held to cover any breakage or damage caused

by improper use or by accident resulting from circumstances over which the AWARDED BIDDER has no control.

K. INDEMNIFICATION

1. The AWARDED BIDDER shall assume all risks and responsibilities for casualties of every description in connection with the work, except that he shall not be held liable or responsible for delays or damage to the work caused by acts of God, acts of public enemy, acts of government, quarantine restrictions, general strikes throughout the trade, or by freight embargoes not caused or participated in by the Contractor. The AWARDED BIDDER shall have charge and control of the entire work until completion and acceptance of the same by the City.
2. The AWARDED BIDDER shall alone be liable and responsible for, and shall pay for, any and all loss or damage sustained by any person or party, either during the performance or subsequent to the completion of the work under this agreement, by reason of injuries to persons and damage to property, buildings and adjacent work, that may occur either during the performance of the work covered by this contract or that may be sustained as a result of or in consequence thereof, irrespective of whether or not such injury or damage be due to negligence or the inherent nature of the work.
3. The AWARDED BIDDER shall bear all losses resulting from the amount or character of the work being different, or because the nature of the premises on which the work is done is different from what was expected, or on account of the weather, or similar other causes; and he shall assume the defense of and indemnify and hold harmless the City, its employees, agents, officials, representatives, attorneys, and assigns from any and all liability, both negligent and non-negligent, arising directly or indirectly out of all activities conducted in connection with this project and/or the performance hereof, including but not limited to payment of all fees for its/their attorneys and all incidental litigation expenses in the event the City or any of its employees, agents, officials, representatives, attorneys, and assigns are sued upon a claim emanating or supposedly emanating from the execution and/or performance thereof, whether or not the City or any of its employees, agents, officials, representatives, attorneys, and assigns are held liable. This agreement shall be binding on the parties hereto, their heirs, successors and assigns.

L. INSURANCE

The AWARDED BIDDER, prior to commencing work, shall provide at the request of the City, and at its own expense, the following insurance to the City of Chester as evidenced.

1. Certificates of Insurance, ONLY if the insurance policy includes a provision that specifically references a certificate of insurance as a means to effect coverage and actually require the issuance of a certificate to trigger insured status with this particular endorsement. Both the endorsement and the certificate are required.

Or

2. Provide the Certificate of General Liability (CGL) policy so that the City of Chester can confirm that there is sufficient coverage as an additional insured under the existing policy showing that any person(s) or organization(s) shown in the Schedule is also an additional insured, then the COI along with the policy are acceptable.

Or

3. Separate Additional Insured Endorsement naming the City of Chester as additional insured.

And/Or

4. The City reserves the right to request additional sureties, declarations, disclosures, etc. at the time of contract development that may have not been included in this solicitation.

M. OBSERVANCE OF LAWS

1. The AWARDED BIDDER at all times shall observe and comply with all federal, state and city laws, bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all orders or decrees which have been promulgated or enacted, by any legal bodies or tribunals having authority or jurisdiction over the work, materials, employees or contract.

N. INFORMATION AND CONDITIONS

1. INTENT

The purpose of this invitation is to:

- A. obtain proposals from qualified businesses and/or individuals
- B. obtain a minimum amount of information from qualified businesses and/or individuals to make an informed business decision
- C. select a BIDDER to enter into a contract that provides scope of work, a budget, a work plan (schedule).
- D. award to the lowest, most responsible, qualified BIDDER

2. QUALIFICATION OF BIDDERS

- A. All BIDDERS must complete and submit the VENDOR PROFILE AND QUESTIONNAIRE

- B. Where applicable, the professional resumes or qualifications of the specified persons who will be performing the requested services for the City of Chester.
- C. By submitting a proposal, it shall be deemed that the BIDDER agrees, acknowledges, and understands the scope of the project, and has read and understands all the supporting documents, acknowledgements, etc. of this bid opportunity.
- D. If and where applicable, BIDDERS shall identify their principal subcontractors and cannot change subcontractors without prior written approval of the municipality.

O. CONTRACT TERMINATION

- 1. The City of Chester reserves the right to terminate any contract if work is not performed in accordance with the provisions of this BID.
- 2. The BIDDER should read requirements listed in the BID carefully to ensure that the BIDDER is able to meet the needs of the City.

P. ACCESS TO ACCOUNTING AND PAYROLL RECORDS

- 1. The BIDDER shall keep detailed accounting records including records related to hours worked by BIDDER employees and/or subcontractors.
- 2. The BIDDER shall, upon request from the City, afford full access to the Contractor's records and the City expects the Contractor to preserve records for a period of not less than two (2) years following the termination or fulfillment of the Contract.

Q. DIVERSE BUSINESS PROPOSAL

- 1. Preferred, not required. If and where applicable, each BIDDER should include a Diverse Business Proposal that includes any plans to utilize certified diverse businesses as subcontractors.
- 2. Preferred, not required. If and where applicable, BIDDERS should include with its Proposal, a Letter of Intent (LOI) signed by both the BIDDER and each of the Diverse Business identified in the Proposal. At a minimum, the Letter of Intent must include the following:
 - a. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Diverse Business;
 - b. A description of the services or supplies the DIVERSE BUSINESS will provide;
 - c. The timeframe during the initial contract term and any extensions, options and renewals when the DIVERSE

BUSINESS will perform or provide the services and/or supplies;

- d. The name and telephone number of the Proposer's point of contact for DIVERSE BUSINESS participation;
- e. The name, address, and telephone number of the primary contact person for the DIVERSE BUSINESS; and A statement that the letter of intent is incorporated and will be incorporated in the executed subcontract with the DIVERSE BUSINESS;
- f. A copy of the subcontractor's valid, third-party diverse business certification.
- g. Each DIVERSE BUSINESS commitment that is credited by the City along with the overall percentage of DIVERSE BUSINESS commitments will become contractual obligations of the selected BIDDER to the DIVERSE BUSINESS upon execution of the contract with the City.

R. ORAL PRESENTATIONS (Optional)

If the City requests oral presentations by short-listed bidders, committee members will score these presentations in accordance with the evaluation criteria, based on the additional information and clarification received in this phase. Oral presentations may be in-person, virtual, or a combination. Since oral presentations may not be required, Bidders are encouraged to submit complete information with their proposals. Please note that a date for presentations has not been set and will be determined at a later time if, and only if, presentations are needed.

S. BEST AND FINAL OFFER (BAFO) (Optional)

The City, at its discretion, may utilize a Best and Final Offer (BAFO) stage. If this phase is utilized, the City shall submit to the bidders most likely to receive the award, requests for specific clarification and allow bidders to enhance their pricing. If your company is invited to participate in this stage, the dates may not be flexible. If the City requests Best and Final Offers by short-listed bidders, cost scores may be revised, based upon additional information and clarification received in this phase. In lieu of revising initial cost scoring, the City also reserves the right to evaluate BAFOs by use of an additional scoring phase.

T. SAMPLE EVALUATION RUBRIC

The following is just a sample rubric an evaluator may use to score your bid. The intent here was to provide bidders an idea as to how their bids may be evaluated. Because bid opportunities vary in size, complexity, and scope, this rubric may or may not be used to evaluate your particular bid response. (Next Page)

Category	Category Weight	Criteria Description	Criteria Max Point Score	Your Point Score
Bid Adherence to RFP Instructions	10%	Completeness - bidder provided all requested documents	4	0
		Overall quality and perceived professionalism/appearance of written response	2	0
		Easy-to-follow and comprehend - concise, to-the-point, well thought-out	2	0
		Demonstrated understanding of the City's scope of work and approach to project	2	0
Bidder Experience with scope of work	25%	References and Reputation - the Bidder's references were for similar scopes of work completed for other municipalities and enabled the City to understand the Bidder's past performance. Overall positive Bidder Public reputation on social media such as Google reviews, Better Business Bureau, Google Searches/Desktop Research on the firm, etc.	10	0
		Relevant Years of Experience - the Bidder's relevant years of experience performing the requested scope of work	10	0
		Diverse Business Enterprise - the Bidder is an MBE, DBE, etc. or uses Diverse Business Enterprises	2	0
		Local Firm - the Bidder is local to the City of Chester	3	0
Bidder Approach to scope of work	25%	Schedule - The Bidder provided a schedule with key milestones to complete requested scope of work	10	0
		Systems - If applicable, the Bidder articulated the systems and technology they will use to complete the requested scope of work	5	0
		Requirements - The Bidder articulated what they will need from the City to complete the requested scope of work	5	0
		Overall Project Management - Bidder demonstrates a clear approach for establishing actionable recommendations and reliable cost estimates to complete the scope of work	5	0
Bidder Pricing for scope of work	25%	Transparency - the Bidder provided a clear pricing structure and clear payment request schedule for this opportunity. Moreover, and where applicable, the bidder clearly outlined any recurring versus non-recurring, monthly versus annual, fixed versus variable, etc. as well as what is not/may not be included for the City to further consider.	10	0
		Competitiveness - compared to other Bidder's prices	10	0
		Budget - the Bidder's price was within the stated budget (if provided) (0 if budget not provided by City)	5	0
Quality of Bidder Team to handle scope of work	15%	Relevant Education - if and where applicable, the Bidder's relevant education and credentials to the scope of work requested	5	0
		Relevant Years of Experience - The Bidder's relevant years of experience performing the scope of work requested and preferably for other local municipalities.	5	0
		Talent Management - if and where applicable, the firm possesses good practices of recruiting and retaining qualified employees (background checks, etc.)	5	0
	100%		100	0

IV. EXHIBITS / FACADE ARCHITECTURAL RENDERINGS

Exhibit A: 407 Avenue of The States (***1 Facade / 1 Owner / 50K Budget***)

The pdf file is located under the Public Files tab (entitled, “Exhibit A”).

Exhibit B: 517-519 Avenue of The States (*2 Facades / 1 Owner / 100K Budget*)

The pdf file is located under the Public Files tab (entitled, “Exhibit B”).

Exhibit C: 531-533 Avenue of The States (*1 Facade / 1 Owner / 50K Budget*)

The pdf file is located under the Public Files tab (entitled, “Exhibit C”).



NON-COLLUSION AFFIDAVIT

PROJECT/PROPERTY LOCATION (STREET ADDRESS):	CONTRACT/PROJECT NUMBER:
---	--------------------------

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.

LEGAL NAME OF CONTRACTOR OR CONSTRUCTION COMPANY (PLEASE PRINT):

AUTHORIZED REPRESENTATIVE (PLEASE PRINT):	TITLE:
---	--------

I state that I am authorized to make this affidavit on behalf of the above name Contractor or Construction Company and am the person responsible for submitting this bid and price(s) and amount included therein.

SIGNATURE (AUTHORIZED REPRESENTATIVE):

NOTARY PUBLIC:

SWORN TO AND SUBSCRIBED

BEFORE ME THIS ____ DAY

OF _____, 20____

MY COMMISSION EXPIRES:

The following information is to provide (at minimum) an overall explanation of non-collusion and the role/responsibility of entities desiring to participate in the bidding process for pending projects as advertised.

- A Non-Collusion Affidavit must be executed by the person responsible (i.e; owner, employee, officer) for making decisions on price(s) and amount(s) quoted in the bid.
- Bid rigging and other efforts to restrain competition, and making false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the affidavit should be aware of all bidding requirements and protocol. By signing this document, she or he must be assured that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder as to their responsibilities for the preparation, approval and/or submission of the bid.
- In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid proposal, and an affidavit be submitted separately on behalf of each party.
- The term "complementary bid" as used in the affidavit, incorporates the meaning commonly associated with its' use in the bidding process. This includes the knowing submission of bid amounts higher than the bid from another Contractor, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
- Failure to submit an affidavit with the bid proposal in compliance with these instructions may result in disqualification of the bid.



DOCUMENT 00511

(TO BE PROVIDED BY CONTRACTOR AND EACH OF ITS SUBCONTRACTORS)

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

☐ Contractor ☐ Subcontractor (check one)

Contracting Public Body _____

Contract/Project No. _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, _____, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

Authorized Representative Signature



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Conflict of Interest Disclosure

Page 1 of 2

Your company applied for a Contract or Program that may be part of one or more of the City of Chester's (hereinafter the "City") tax-funded projects or grant programs. Such projects and programs are subject to federal, state, or local laws prohibiting certain Conflicts of Interest, intended to assure the fair, equitable, and lawful use of public money. In awarding Grant funds or contracts for the sale or purchase of goods or services under a public bid or request for proposal, the City must request information to identify actual or potential conflicts. Under limited exceptions, the law may allow a waiver of a conflict. Bids and Proposals for Projects funded by taxes, including, but not limited to, any of the City's General, Special Revenue, Capital Project, or Neighborhood Service Funds require conflict disclosures and are subject to the City's procurement policies.

Programs, including, but not limited to, American Rescue Plan Act (ARPA), Community Development Block Grant (CDBG), or Emergency Solutions Grant (ESG), require conflict disclosures and are subject to separate rules and regulations prohibiting conflicts of interest. To identify actual or potential conflicts, the City requires Contract Vendors and Program Applicants to complete this Conflict-of-Interest Disclosure Form.

The purpose of this form is to identify potential vendors and applicants that may have a conflict under the rules and regulations. If the City determines a conflict exists, City staff will review the matter and, when authorized by law, process waiver requests under the requirements of a project or program. The City will make final Conflict of Interest determinations and process conflict waiver requests to federal or state agencies.

The Pennsylvania Ethics Act prohibits a public official or employee, or immediate family members (parent, spouse, sibling, or children) from benefiting, directly or indirectly, from a tax-funded contract or program. This includes any business or other entity where a public official, employee, or immediate family member may be employed, or hold any partial or full interest, or otherwise manage or control. Federal regulations prohibit any person responsible for deciding on any award of program funds from receiving program funds, directly or indirectly. This includes immediate family members and any business or other entity where a public official, employee, or immediate family member may be employed, or hold any partial or full interest, or otherwise manage or control. Under federal rules, immediate family includes a broad group of people and makes more entities subject to conflict rules, but also authorizes conflict waivers in limited circumstances. The rules vary by Program. **Grant Applicants, bidders, and those responding to any type of request for proposal must fully complete and sign the attached Disclosure form.**



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Conflict of Interest Disclosure

Page 2 of 2

Please provide, in detail, any personal and/or business relationships the bidder and their immediate family members hold with any employees, officers, elected officials or Receiver of the City of Chester, PA.

If there are not any relationships, please initial at bottom or write "No existing business or personal relationships," and complete the information at the bottom.

Please note that the existence of a relationship with a City of Chester employee, officer, elected official, or Receiver does not automatically disqualify your firm from providing services to the City of Chester.

_____ Initial here ONLY IF there are no existing personal and business relationships.

City of Chester Bid Number	
City of Chester Project Name	
Bidder Company Name	
Bidder Company Contact Name	
Signature	
Title	
Today's Date	
Email	
Phone Number	



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Campaign Contributions Disclosure Form

Page 1 of 2

Please note that legally disclosed campaign contributions do not automatically disqualify a bidder from participating as a contractor. The City of Chester must obtain this information as part of its procurement process.

1.	Has your firm made any contributions to the City of Chester?	Yes ____ No ____
2.	Has your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
3.	Has an officer, director, controlling shareholder, or partner of your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
4.	Has an affiliate of your firm made any contributions?	Yes ____ No ____
5.	Has an affiliate of your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
6.	Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of your firm made any contributions?	Yes ____ No ____
7.	Has an officer, director, controlling shareholder, or partner of a for-profit affiliate of your firm solicited or served as an intermediary for any contributions?	Yes ____ No ____
8.	Has your firm or an affiliate of your firm business reimbursed another individual or business for a contribution that the individual or business has made?	Yes ____ No ____
9.	Has an officer, director, controlling shareholder, or partner of a for-profit business, or of a for-profit affiliate of your firm, reimbursed another individual or business for a contribution that the individual or business has made?	Yes ____ No ____
10.	Has a political committee controlled by your firm or by an affiliate of your firm, made any contributions?	Yes ____ No ____
11.	Has a political committee controlled by an officer, director, controlling shareholder, or partner of the for-profit business, or of a for-profit affiliate of your firm, made any contributions?	Yes ____ No ____



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Campaign Contributions Disclosure Form

Page 2 of 2

For any "Yes" answers on the previous page, please provide the following details:

Name of Contributor	Relationship to Your firm	Recipient of the Contribution	Date	Amount (\$)

City of Chester Bid Number	
City of Chester Project Name	
Bidder Company Name	
Bidder Company Contact Name	
Title	
Signature	
Today's Date	
Email	
Phone	

SUBCONTRACTOR DECLARATION FORM

Each prime contractor is required to submit a list of subcontractors it intends to use on the project.

Subcontractor	Business Address	Type of Work

Project Name

Prime Contractor

Signature Title Date



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Debarment or Suspension Acknowledgement

Page 1 of 1

The City of Chester is prohibited from contracting with or making sub-awards under covered transactions to parties that are suspended or debarred, or whose owners / members / principals and certain employees are suspended or debarred.

Bidders must certify below that it and its owners/members/principals are not suspended or debarred under federal or state law and rule.

Bidder Representative Acknowledgement:

Bidder Company Name	
Bidder Company Contact Name	
Signature	
Title	
Date	
Email	
Phone Number	
City of Chester Bid Number	
City of Chester Project Name	



Chester City Hall, Municipal Building, 1 East 4th Street, Chester, Pennsylvania, 19013

Sexual Harassment / Non-Discrimination Acknowledgement

Page 1 of 2

1.	In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2.	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3.	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
4.	Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5.	The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6.	The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
7.	The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Exhibit Enclosure 1 to Management Directive 215.16 Amended Page 1 of 2 Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title



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Sexual Harassment / Non-Discrimination Acknowledgement

Page 2 of 2

	VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
8.	The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9.	The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10.	The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

Bidder Representative Acknowledgement:

Signature:

Print Name:

Title:

Date:

Email:

Phone Number:

City of Chester Bid Number:

City of Chester Project Name:

BID BOND

KNOW ALL MEN BY THESE PRESENTS, THAT WE,
as PRINCIPAL, and _____ as SURETY, are held
and firmly bound unto the _____ (hereinafter called the
OWNER), in the penal sum of _____ DOLLARS (\$ _____) lawful money
of the United States, for payment of which sum well and truly to be made, we bond ourselves, our heirs, executors,
administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying Bid
dated _____ for _____.

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the time specified therein after the opening of
the same, and shall within ten (10) days after the Principal is notified by the Owner of the award of such Contract to him,
enter into a written contract with the Owner, in accordance with the Bid as accepted; and give bond with good and
sufficient surety or sureties as may be required for the faithful performance and proper fulfillment and labor supplied, if
required in said Contract; or in event of the withdrawal of said Bid within the period specified, or the failure to enter into
such Contract and give such bonds within the time specified if the Principal shall pay the Owner the difference between
the amount specified in said Bid and the amount for which the Owner may procure the required materials or supplies, or
both, if the latter amount of the former, together with any other expenses and costs that may have been incurred by the
Owner, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals this
__ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents
duly signed by its undersigned representative, pursuant to authority of its governing body.

WITNESSED BY:

(Individual Principal)

Business Address:

ATTEST:

Corporate Principal

Corporate Surety

By:

SEAL

(Power of Attorney for person signing for Surety Company must be attached to bond.)