

**DIVERSITY, INCLUSION & ANTI-DISCRIMINATION POLICY
FOR THE
PENNSYLVANIA CONVENTION CENTER**

INTRODUCTION

This Diversity, Inclusion & Anti-Discrimination Policy (the "Policy"), created and implemented by the Pennsylvania Convention Center Authority (the "Authority"), shall be provided to all bidders, proposers, contractors, subcontractors, vendors, consultants and suppliers who are engaged, otherwise seeking or contracted to perform work or provide goods and/or services for the Authority. The Policy shall serve as the official statement of the Authority's diversity, inclusion and anti-discrimination policies at all stages of solicitations (i.e. Request for Proposals, Request for Qualifications, Pre-Qualifications and bidding services), including but not limited to all professional services, construction or any other instances for an entity to provide goods and/or services to the Authority. This Policy is subject to change. It is the responsibility of all entities contracting with the Authority to ensure that they have, and are complying with, the most recent version of this Policy.

The Authority is committed to ensuring equal access to the economic opportunities available with the Authority. Through this Policy, the Authority seeks to promote contractor, subcontractor, vendor and supplier opportunities for Minority, Women and Disadvantaged Business Enterprises, as well as for other underutilized persons. This Policy is intended to provide meaningful and substantial opportunities for all businesses, and to prevent exclusionary and discriminatory business practices. The Authority is committed to fostering an environment in which all businesses are free to contract with the Authority on an equitable basis, and without the impediments of discrimination. To that end, the Authority will employ all lawful programs at its disposal in any and all contracting opportunities at the Pennsylvania Convention Center.

The Authority believes that Minority, Women and Disadvantaged Business Enterprises within the five county regions have been subjected to past discriminatory practices involving governmental funds, as evidenced in the Mason Tillman Ltd. Disparity Study, commissioned by the Commonwealth of Pennsylvania. The Authority recognizes Philadelphia City Council's enactment of city Ordinance Bill No. 070994-A ("the Ordinance"), which contains an Economic Opportunity Plan. Further, as a recipient of funding as an agency of the Commonwealth of Pennsylvania (the "Commonwealth"), the Authority also recognizes the Anti-Discrimination objectives mandated in Executive Order No. 2006-02 and 4 Pa. Code. Section §1.511(1)-(3). In confirmation and acknowledgment of its obligations under the Ordinance and applicable policies of the Commonwealth, the Authority renews its commitment to equal opportunity and access in its operations, programs and projects and, therefore, prohibits discrimination in any manner against any employee, applicant for employment, contractor, vendor, subcontractor, consultant, or supplier on the basis of their race, color, religion, gender/sex, national origin, age, veteran status, disability, sexual orientation, or any other status protected under the law.

As set forth in greater detail herein, the Authority has created fundamental requirements to ensure that all bidders, proposers, vendors, suppliers and Contractors provide equal

opportunity and access in employment and contracting; utilize their Best and Good Faith Effort to obtain participation by underutilized groups, including M/W/DBEs; and foster an environment free of harassment, discrimination and retaliation based upon an individual being a member of a Protected Class.

DEFINITIONS

The Authority's Diversity & Inclusion Committee – A separate and distinct committee established by the Authority's Board of Directors for the specific oversight and monitoring of the Authority's Diversity, Inclusion and Anti- Discrimination Programs and Policies.

Best and Good Faith Efforts - Requires bidders, proposers, contractors, consultants or vendors to make reasonable and necessary efforts, which by their scope, intensity and appropriateness to the objective could reasonably be expected to obtain fair representation and inclusion by M/W/DBEs and, thereby, assure equal access to economic opportunities with the Authority.

Contractor - Any entity, including subcontractors, vendors, suppliers and consultants, which has entered into or has been awarded a contract with the Authority or is engaged or otherwise, contracted to perform work for or on behalf of the Authority.

Disadvantaged Business Enterprise (DBE) – A small, for-profit, business concern that is at least fifty-one percent (51%) beneficially owned and controlled by socially and economically disadvantaged individuals, as defined by the parameters of the Pennsylvania Unified Certification Program.

Discrimination - Any action or pattern of prejudice, intolerance, exclusion or unequal treatment because of or on the basis of race, color, religion, gender/sex, national origin, age, veteran status, disability, sexual orientation, or any other status protected under the law.

Disparate Impact – Policies, practices, rules, standards or other systems that appear neutral and non-discriminatory, but disproportionately impact groups on the basis of race, color, religion, gender/sex, natural origin, ancestry, age, veteran status, disability, sexual orientation or any other status protected under the law.

Equal Opportunity Clause - The contractual obligation that all Contractors agree to follow and include in any and all contracts entered into with the Authority.

Meaningful and Substantial - A level of participation of M/W/DBEs that represents the fair and robust use of such businesses in a competitive marketplace, unimpeded by discrimination or business practices that result in a disparate impact.

Minority - A citizen of the United States who is African American, Hispanic or Latino, Native American, Asian American or Other Pacific Islander.

Minority Business Enterprise (MBE) - A small, for-profit, business concern that is at least fifty-one percent (51%) beneficially owned by and controlled by one or more individuals who are minority.

M/W/DBE - Refers collectively to Minority, Women, and Disadvantaged Business Enterprises, as each defined herein.

Protected Class – A characteristic for which a person cannot be targeted for discrimination which, for purposes of this Policy, includes race, color, religion, gender/sex, national origin, age, veteran status, disability, sexual orientation, or any other status protected under the law.

Small Business Concern - A business which is independently owned, not dominant in its field of operation and employs no more than the maximum number of employees established by 62 Pa. C. S. § 2102.

Subcontractor - An individual, company or business entity hired by a contractor or consultant to perform a specific task as part of a contract with the Authority.

Supplier/Vendor - An individual, company or business entity that provides or delivers materials, components, goods, or services to a Contractor or Subcontractor.

Women Business Enterprise (WBE) - A small, for-profit, business concern that is at least fifty-one percent (51%) beneficially owned by and controlled by one or more woman.

TERM

This policy shall be in full force and effect until such time as all contractors, subcontractors, vendors, consultants and suppliers engaged or otherwise contracted to perform work for or on behalf of the Authority have completed the performance of the work or provided the agreed upon goods or services.

PROVISIONS APPLICABLE TO BIDS AND PROPOSALS

I. PARTICIPATION

For all Authority contracts, bidders/proposers shall make Best and Good Faith Efforts to obtain Meaningful and Substantial participation of M/W/DBEs.

A. Only M/W/DBEs that are verified by the Authority will be considered in evaluating a bidder/proposer's responsiveness to this Policy¹, including M/W/DBE participation. Upon request, the Authority may provide a list of names, addresses, and telephone numbers of

¹ The bidder/proposer must provide evidence of the M/W/DBE's certification at the time of bid/proposal submission.

bona fide M/W/DBEs that are available for contracting or hiring opportunities in the Philadelphia SMSA Market.

B. In evaluating a bidder/proposer's responsiveness to this Policy, including participation, the Authority may consider:

1. Joint ventures where the joint venture partner is responsible for a clearly defined portion of the work and shares in the risks and profits of the joint venture commensurate with its ownership interest in the joint venture.
2. M/W/DBE manufacturers or dealers that perform readily identifiable services necessary to a contract.

C. In an effort to maximize the available business opportunities for as many businesses as possible, a M/W/DBE certified in two or more categories will only be credited towards one category when evaluating the bidder/proposer's responsiveness to this Policy, including M/W/DBE participation.

II. RESPONSIVENESS

A. The apparent low bidder/proposer is required to submit evidence of its Best and Good Faith Efforts, including its solicitation of and commitments with M/W/DBEs, to the Authority by the date and time specified in the bid/proposal. If the required documentation is not received within the time period prescribed herein, the bid will be rejected and the apparent next lowest bidder will be notified to submit its documents within a two (2) business day period.

B. Bidder/proposer shall use the forms entitled "Best and Good Faith Efforts Form" ("BGFE Form") and "Solicitation for Participation and Commitment Form" ("S & C Form"), collectively attached hereto as Exhibit A, to show its solicitations, commitments and Best and Good Faith Efforts.

C. A responsive submission is one in which the bidder/proposer demonstrates to the satisfaction of the Authority that it has made Best and Good Faith Efforts to achieve Meaningful and Substantial Participation of M/W/DBEs in each work or supply area of its bid/proposal. Bidder/proposer is required to identify, as directed in the BGFE and S & C Forms, all of the M/W/DBEs that bidder/proposer has agreed will perform elements of its bid/proposal, detailing the work or supply effort as it relates to a distinct element of the bid/proposal. For each committed M/W/DBE, bidder/proposer must attach to the BGFE and S & C Forms a letter of intent or some other legally binding expression of bidder's/proposer's intent to enter into a contract with the identified M/W/DBE. The Authority reserves the right to confirm any and all commitments and solicitations of M/W/DBEs.

D. If the bidder/proposer or a non-M/W/DBE has entered into a joint venture with any M/W/DBE, the joint venture agreement must be submitted at the time of submission for review and approval by the Authority.

E. At any time prior to the award of a bid/proposal, the Authority, at its sole discretion, reserves the right to allow a bidder/proposer to submit additional information for the purpose of clarifying or explaining its M/W/DBE participation arrangements and Best and Good Faith Efforts.

F. Where the bidder/proposer is unable to obtain M/W/DBE participation in a particular work or supply area of its bid/proposal, the bidder/proposer must show that it exhausted Best and Good Faith Efforts to allocate that work or supply to M/W/DBEs and explain why those efforts were unsuccessful given the availability of M/W/DBEs to participate meaningfully in the bid/proposal.

1. Additional costs involved in finding and using a qualified M/W/DBE are not a sufficient reason for a bidder/proposer's failure to use a M/W/DBE in its bid/proposal, provided such costs are reasonable given the capacity and experience of the firm.
2. The ability or desire of a bidder/proposer to self-perform the work of a contract within its own workforce does not relieve the bidder/proposer of its responsibility to make Best and Good Faith Efforts to achieve Meaningful and Substantial participation in its bid/proposal.

G. The sufficiency of a bidder/proposer's Best and Good Faith Efforts will be evaluated by the Authority in consideration of this Policy. The following are examples of Best and Good Faith Efforts:

1. Evidence that the bidder/proposer has made commitments to using M/W/DBEs in its bid/proposal by soliciting, through reasonable and available means, the interest of M/W/DBEs with the capability to perform the work of the bid/proposal. Such efforts include the use of networking at pre-bid meetings, advertising in minority focused publications, and written mailings to certified M/W/DBEs. A bidder/proposer's failure to take appropriate steps to follow up on initial solicitations or one time contact does not qualify as a Best and Good Faith Effort;
2. Allocating a certain category of work to a M/W/DBE, even where the bidder/proposer might have otherwise preferred to perform the work within its own workforce;
3. Evidence that the bidder/proposer has provided interested M/W/DBEs with adequate information about the plans, details, specifications, and requirements of the contract in a timely manner and provided assistance to the M/W/DBE in responding to the solicitation;
4. Efforts to assist interested M/W/DBEs in obtaining necessary licensure, lines of credit, mobilization funds, providing access to labor unions, manufacturer training, access to major suppliers, necessary equipment, materials, or related assistance or services required for the performance of the bid/proposal;

5. Efforts made to negotiate in good faith with interested M/W/DBEs;
6. Efforts to provide an appropriate balance of commitments with certified M/W/DBE.

H. Should the Authority determine that the apparent low bidder/proposer has not made Best and Good Faith Efforts to obtain Meaningful and Substantial participation of M/W/DBEs in its bid/proposal, the Authority will notify the apparent low bidder/proposer of its determination. The bidder/proposer may file a written appeal with the Authority's Diversity & Inclusion Committee within forty-eight (48) hours of the date of the notification. The Authority's Diversity & Inclusion Committee will review the bidder/proposer's written appeal and will make a recommendation concerning the bidder/proposer's written appeal. The Authority's Diversity & Inclusion Committee's decision may be appealed to the Authority's Board of Directors within forty-eight (48) hours. The decision of the Authority's Board of Directors shall be final.

III. RESPONSIBILITY

A. Upon award, the BGFE and S&C Forms and any other accompanying documents regarding solicitation and commitments with M/W/DBE shall become a part of the contract and represent the awarded bidder/proposers legally binding commitment to use the committed M/W/DBEs in the work/supply effort, as specified during the bid/proposal stage.

B. Throughout the term of the contract, bidder/proposer is required, as a matter of its responsibility, to continue to use its Best and Good Faith Efforts to achieve Meaningful and Substantial participation.

C. When additional work/supply is required for any category of work/supply identified for a commitment on the BGFE and S & C Forms, all of the additional work/supply will be performed by the same M/W/DBE unless the M/W/DBE submits, in writing, that it cannot perform the work/supply due to its own capacity.

PROVISIONS APPLICABLE TO CONTRACTS

I. EQUAL OPPORTUNITY OBLIGATION

Contractors are contractually obligated and bound as a matter of responsibility to the following Equal Opportunity clause, which shall be contained in all contracts entered into in connection with the Authority:

A. During the performance of all contracts entered into in connection with the Authority, Contractor agrees as follows:

1. Contractor will use Best and Good Faith efforts to enlist a diverse workforce to perform the work contemplated by its contract with the Authority.
2. Contractor will not discriminate against any worker or applicant based upon an individual being a member of a Protected Class. In all areas related to employment, including but not limited to hiring, promotion, demotion, suspension, transfer, recruiting activities, termination, layoff, rates of pay, other forms of compensation and selection for training/apprenticeship opportunities, Contractor will ensure that all applicants and workers are treated without regard to an individual being a member of a Protected Class.
3. Contractor will promptly communicate the availability of all employment opportunities to qualified workers, including workers that are members of a Protected Class. Contractor shall expressly state in all solicitations or advertisements for employees that “all qualified applicants, including minority, female and disabled workers will be considered for employment without regard to race, color, religion, gender/sex, national origin, age, veteran status, disability, sexual orientation or other status protected by the law.”
4. Contractor will maintain a worksite free of harassment, discrimination and retaliation against workers based upon an individual being a member of a Protected Class. Contractor will prohibit the display, use or dissemination of any paraphernalia, article, or other item which can be reasonably perceived as a form of harassment, discrimination or retaliation on the basis of an individual being a member of a Protected Class.
5. Contractor shall take immediate corrective action against any employee or worker who engages in any conduct, including verbal, that is or may reasonably be perceived as harassment, discrimination or retaliation based upon a worker being a member of a Protected Class. Contractor shall maintain a process for reporting harassment, discrimination and retaliation and for the expeditious redress of employee or worker grievances related to harassment, discrimination and retaliation based upon a worker being a member of a Protected Class. Contractor shall immediately communicate reported incidents of harassment, discrimination and retaliation to the Authority upon learning of the incident. Contractor shall also communicate to the Authority the actions Contractor takes in response to complaints of harassment, discrimination and retaliation.
6. Contractor will send to each labor union or representative of workers with which Contractor has a collective bargaining agreement, other contract or understanding, a notice advising of Contractor’s commitments under this Policy.
7. Contractor will comply with all applicable laws and provisions of the Authority’s Policy, as amended by the Authority from time to time and as interpreted by the Authority.

8. Contractor will furnish all pertinent information and reports reasonably required by the Authority, and will permit access to Contractor's books, records, and accounts by the Authority if necessary to determine Contractor's compliance with this Policy, the Authority's rules, regulations and orders.
9. Contractor agrees to post in conspicuous places, available to all employees, workers and applicants for work, notices setting forth the provisions of this Equal Opportunity Clause.
10. Contractor agrees that in the event of Contractor's noncompliance with this Policy, its contract may be canceled, terminated or suspended (in whole or in part), Contractor declared ineligible to further contract with the Authority and/or subject to other remedies as permissible under applicable laws.
11. Contractor agrees that it will assist and cooperate actively with the Authority in obtaining the compliance with this Policy of subcontractors, vendors and suppliers, furnish to the Authority such information as the Authority may require for the supervision of such compliance and otherwise assist the Authority in the discharge of the Authority's primary responsibility for securing compliance.
12. In the event of a breach of the obligations set forth in this Equal Opportunity Clause, the Authority shall provide written notice to Contractor, specifying its noncompliance and stating the Authority's intent to declare Contractor in default and/or cancel, terminate, suspend, or deem Contractor ineligible for future contracts with the Authority. The Authority will provide Contractor with seven (7) days from the date of said notice to take affirmative steps to cure the stated noncompliance. If Contractor fails to cure or reasonably commence to cure its noncompliance, the Authority shall provide a second written notice to Contractor seven days (7) following the failure to cure, notifying Contractor of the date of the default, cancellation, termination, suspension, ineligibility declaration and/or lawful remedies which shall be deemed cumulative and concurrent. Contractor may file a written appeal of the Authority's determination with the Authority's Diversity & Inclusion Committee within forty-eight (48) hours of the date of notification. The Authority's Diversity & Inclusion Committee will review Contractor's written appeal and will make a recommendation concerning Contractor's written appeal. The Authority's Diversity & Inclusion Committee's recommendation may be appealed to the Authority's Board of Directors within forty-eight (48) hours of the date of the Authority's Diversity & Inclusion Committee's recommendation. The decision of the Authority's Board of Directors shall be final.
13. Contractor agrees to include provisions 1 through 12 of this Equal Opportunity Clause in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor, vendor or supplier. If a purchase order is used in lieu of a subcontract, a letter incorporating this Policy by reference and

confirming that the subcontractor, vendor or supplier agrees to be bound by this Policy in the performance of services or supply effort must be submitted.

II. CONTRACT REQUIREMENTS

A. This Policy shall apply to and be a part of all contracts, subcontracts, purchase orders, and consultant agreements of any group or organization providing goods or services to the Authority which have an aggregate total value or can be reasonably expected to have an aggregate total value, exceeding \$25,000.

B. The Equal Opportunity Clause of this Policy shall be included in all contracts, subcontracts and purchase orders related to the Authority regardless of aggregate total value.

C. This Policy shall be considered a part of every contract, subcontract and purchase order related to the Authority whether or not it is expressly incorporated in the contract, subcontract or purchase order.

D. Contractor shall not use the requirements of this Policy or the efforts required in compliance with this Policy to discriminate against any person.

III. RESPONSIBILITY

A. Contractor shall promptly pay its M/W/DBE subcontractors, suppliers or vendors for work or services satisfactorily performed or materials satisfactorily provided under the contract.

B. The Contractor shall carry out remedies to cure violations of this Policy as ordered by the Authority, including, but not limited to suspension, termination and cancellation of existing subcontracts. Should Contractor fail to carry out such remedies directed by the Authority, it will be in violation of this Policy and be subject to applicable remedies. Notwithstanding the foregoing, the Authority's failure to recommend or enforce remedies by Contractor against any subcontract, supplier or vendor shall not give rise to actions against the Authority by third parties, including M/W/DBEs participating in any contract.

C. In an effort to achieve maximum results from its effort and to ensure equal opportunity and access to economic opportunities, Contractor shall implement specific steps, at least as extensive as those standards set forth in this Policy.

D. If the Authority determines that Contractor has discriminated against a M/W/DBE or individual based upon their status as a member of a Protected Class during the term of the contract, the Authority may avail itself of the remedies under the contract, including default,

cancellation, termination, suspension, and a declaration of ineligibility for participating in future Authority contracts.

COMPLIANCE

CERTIFICATION POLICY

A. To be considered in the Authority's evaluation of Contractor's responsiveness to this Policy, the Authority will verify that the entity(ies) identified by Contractor to participate in the contract are, at the time of the bid opening, a M/WBE certified by the Commonwealth of Pennsylvania's Department of General Services, Bureau of Minority and Business Opportunities or DBE certified by another government-operated certification program accepted to the Authority. M/W/DBEs participating in contract opportunities with the Authority shall incorporate in all written agreements that they affirmatively agree to waive all confidentiality relating to its certification, including, without limitation, tax records and statements of personal net worth.

B. In assessing Contractor's level of participation, the Authority, in its sole discretion, may consider a M/W/DBE certified by another local, state or federal government-operated certification program, which employs standards equal to those of the Department of General Services.

C. M/W/DBEs participating in contract opportunities with the Authority agree to maintain certification throughout the term of the contract by complying with certifying agency requests for recertification and Affidavits of No Change. The Authority will require each M/W/DBE to submit to the Authority its most current Affidavit of No Change.

MONITORING

A. Immediately upon notice of award, Contractor will provide a M/W/DBE Compliance Plan ("the Compliance Plan"). The Compliance Plan will set forth in detail the amount and type of participation by respective M/W/DBEs and incorporate the diversity plan submitted with Contractor's bid/proposal, including, if applicable, the BGFE and S & C Forms. Where applicable, the Compliance Plan will include a cash flow report, providing the estimated amounts per month to be accrued by each respective M/W/DBE, and further describe when that work is performed.

B. If Contractor fails to achieve the expected participation by M/W/DBEs set forth in the Compliance Plan in any month, the Authority reserves the right to withhold the expected percentage of participation of M/W/DBEs that Contractor failed to achieve in the previous month from Contractor's payment, provided the work in question is not disputed or otherwise non-confirming. Such payment will be withheld until such time as the participation by M/W/DBEs is commensurate with the amount set forth in the Compliance Plan.

C. With the submission of each monthly invoice, Contractor must document the work awarded to M/W/DBEs and non-M/W/DBEs, noting the type of work and amount of work for each executed contract, the execution date of each contract, amount paid to each M/W/DBE and non-M/W/DBE during the month and the amount paid to date for such work. In the event the actual amount paid to the M/W/DBE is less than the amount originally awarded to the M/W/DBE or projected in the Compliance Plan, Contractor shall provide a complete explanation of the payment discrepancy to the Authority for review.

D. At its sole discretion, the Authority will employ a variety of techniques to ensure Contractors are satisfying their obligations with respect to diversity, inclusion and anti-discrimination as set forth in this Policy, including, but not limited to:

1. Communicating directly with M/W/DBEs to ensure they are being afforded the amount and types of opportunities set forth in the bid/proposal and the Compliance Plan;
2. Conducting site visits to ensure Contractor is achieving the diversity committed in the bid/proposal and the Compliance Plan, including workforce diversity and the use of M/W/DBEs in meaningful ways;
3. Inspecting books and records related to M/W/DBE commitments. Contractor is expected to maintain the same for a period of at least three (3) years following acceptance of final payment; *and*
4. Quarterly meetings between the Authority, Contractors, their identified diversity partners and committed M/W/DBEs for contracts with a term of one year or over.

REMEDIES

A. Compliance with the requirements of this Policy, including the fulfillment of any M/W/DBE commitments and the incorporation of the Policy into all contracts and subcontracts, purchase order and/or agreement related to any contract, is material to the contract with the Authority. Any failure to comply with these requirements constitutes a substantial breach of the contract.

B. In the event the Authority determines that a bidder, proposer or Contractor has failed to comply with these requirements, the Authority may, in addition to any other rights and remedies the Authority may have under the contract, any bond filed in connection therewith, or at law or in equity, impose remedies, as applicable, on the bidder. Remedies for breach of this Policy may include termination, suspension, a declaration of default, penalties, cancellation of the contract and/or debarment from future contracting opportunities with the Authority. The remedies enumerated herein are for the sole benefit of the Authority and the Authority's failure to enforce any provision or the Authority's indulgence of any non-compliance with any provision hereunder, shall not operate as a waiver of any of the Authority's rights in connection with any contract nor shall it give rise to actions by any third parties including identified M/W/DBE subcontractors.

C. The M/W/DBE percentage commitments are to be maintained throughout the term of the contract and shall apply to the total contract value (including approved change orders and amendments). Any change in commitment, including but not limited to substitutions for identified M/W/DBEs, changes or reductions in the work and/or listed dollar/percentage amounts, must be approved in writing by the Authority. Failure to adhere to this requirement shall constitute a substantial breach of the contract and subject Contractor to the remedies set forth at length in this Policy.

EXHIBIT A

Documentation to Provide
Best and Good Faith Efforts
for the

Pennsylvania Convention Center Authority

Name of Bidder: _____

Bid Date: _____

Scope of Service¹: _____

Name of M/W/DBE Solicited: _____

Street Address, Telephone and Facsimile Number:

Contact Name: _____

Contact Email: _____

BMWBO Certification Number² _____

Please attach Copy of BMWBO Certification

Other Certification Number _____

Other Certifying Agency _____

Please attach Copy of Other Certification

(Check all that apply):

- MBE (Minority Owned Business Enterprise)
- WBE (Women Owned Business Enterprise)
- DBE (Disadvantaged Owned Business Enterprise)

¹ For each discrete scope of service, complete this Form showing every solicitation made of an M/W/DBE (even if no commitment is made to use that firm); please photocopy additional forms.

² "BMWBO" is the Bureau of Minority and Women Business Opportunities which is part of the Commonwealth of Pennsylvania's Department of General Services. If the M/W /DBE is not certified by that agency, please indicate its certifying agency.

Date(s) Solicited (mm/dd/yyyy):

___/___/___

Method(s) of Solicitation

(check all that apply):

- Telephone
- Facsimile
- E-Mail
- Mail
- Advertisement /

Website Commitment:

- Yes (If yes, please proceed to Part A)
- No (If no, please proceed to Part B)

Part A

If yes, describe/ identify the following:

- Subcontractor
- Vendor
- Supplier

Describe Scope of Service:

Please attach Letter of Intent, Subcontract or Purchase Order Signed by the M/W/DBE and Bidder Evidencing Bidder's Legally Binding Commitment to Use this Business for the Work/Supply Effort Specified in the Dollar Amount Indicated Above.

Dollar Amount: \$ _____

Percentage of Bid: _____ %

Part B

If no commitment resulted from the solicitation, please explain what Best and Good Faith efforts were made and why they were unsuccessful:

Did you attempt to negotiate price and scope (please be specific, attaching any dated price quotations and correspondence)?

What kind of business assistance did you offer the M/W/DBE? (e.g., introduction to manufacturer, helped provide access to line of credit, etc.)

What efforts were made to provide to M/W/DBEs information (e.g., plans, blueprints) about the scope of work required?

Are you planning to award this portion of the work or supply effort to a non-M/W/DBE? If so, please explain why. Identify the name of the awarded firm(s); provide the awarded firms' quotation and any price adjusted quotations, scope of work and experience of the awarded firm(s).

Pennsylvania Convention Center Authority

SOLICITATION FOR PARTICIPATION AND COMMITMENT FORM (Proposals) Minority (MBE), Women (WBE), and Disadvantaged (DBE) Owned Business Enterprises

INVITATION TO BID NO.				Name of Bidder			Date Bid Closes										
List below ALL MBE/WBE/DBEs that were solicited regardless of whether a commitment resulted therefrom. - Photocopy this form as necessary.																	
MBE		WBE		DBE		Type of Work or Materials		Date Solicited		Commitment Made		Give Reason(s) * If No Commitment					
Company Name										Yes (If Yes, give date)		NO					
Address										<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Amount Committed To</td> </tr> <tr> <td colspan="2">Dollar Amount \$</td> </tr> <tr> <td colspan="2">Percent of Total Proposal %</td> </tr> </table>		Amount Committed To		Dollar Amount \$		Percent of Total Proposal %	
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Percent of Total Proposal %																	
Contact Person																	
Telephone Number			Fax #														
Attach certification documents to this form			e-mail														
MBE		WBE		DBE		Type of Work or Materials		Date Solicited		Commitment Made		Give Reason(s) * If No Commitment					
Company Name										Yes (If Yes, give date)		NO					
Address										<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Amount Committed To</td> </tr> <tr> <td colspan="2">Dollar Amount \$</td> </tr> <tr> <td colspan="2">Percent of Total Proposal %</td> </tr> </table>		Amount Committed To		Dollar Amount \$		Percent of Total Proposal %	
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Attach certification documents to this form			e-mail														
MBE		WBE		DBE		Type of Work or Materials		Date Solicited		Commitment Made		Give Reason(s) * If No Commitment					
Company Name										Yes (If Yes, give date)		NO					
Address										<table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td colspan="2" style="text-align: center;">Amount Committed To</td> </tr> <tr> <td colspan="2">Dollar Amount \$</td> </tr> <tr> <td colspan="2">Percent of Total Proposal %</td> </tr> </table>		Amount Committed To		Dollar Amount \$		Percent of Total Proposal %	
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Dollar Amount \$																	
Percent of Total Proposal %																	
Contact Person																	
Telephone Number			Fax #														
Attach certification documents to this form			e-mail														

* Failure to give reason may result in rejection of your bid. Use additional pages if necessary

** All MBE, WBE and/or DBE owned business enterprises must be certified by MBEC, a state certifying agency or such other recognized certifying agency