

**BOARD OF DIRECTORS OF CITY TRUSTS
GIRARD ESTATE**

1101 MARKET STREET – SUITE 2600
PHILADELPHIA, PA 19107
(215) 568-0440 • (267) 273-7989 (fax)

INVITATION TO BID

Bid Due Date: Friday August 9th 2024 10:00am

PROJECT: **Project: House 18 design build bathroom
and kitchen renovations
Girard College
2101 South College Avenue
Philadelphia, PA 19121**

Attachments: Project Overview
Bid Form
Anti-Collusion Affidavit
General Conditions
Diversity and Inclusion Policy

Pre-Bid Meeting: **Thursday August 1st at 10 :00 am**

Questions please contact: **Rich Pavoni, Director of Campus Facilities, 215-787-2612**

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1. Questions about this Invitation to Bid are to be sent via email to rpavoni@girardcollege.edu. Answers in the form of bulletins will be emailed to all invitees.
 2. There will not be a public opening for respondents at the closing time. Upon closing, bids will be reviewed for completeness and compliance.
 3. It is understood by us that your bid is a firm offer.
 4. The right to reject any or all bids is reserved.
 5. Successful bidder will be notified by Purchase Order. Unsuccessful bidders will be notified by letter which will name the successful bidder.
 6. Successful bidder will be required to provide certificates of insurance, including Worker's Compensation certificate (see General Conditions).
 7. If the cost exceeds \$50,000, a Performance Bond and a Labor & Material Bond may be required. If the cost is \$50,000 or less, the right is reserved to required security for faithful performance.
 8. There will be no partial payments unless stated otherwise.
 9. BIDS ARE TO BE DELIVERED IN A SEALED ENVELOPE MARKED "BID" TO:
GIRARD ESTATE, 1101 MARKET STREET – SUITE 2600, PHILADELPHIA, PA 19107.
 10. Execute and return with your bid the attached Non-Collusion Affidavit. Failure to provide the affidavit may be grounds for disqualification of your bid.

Date:

Request for Proposal (RFP) for Residential Renovation Design Build for Kitchen and 2nd floor Bathrooms

Introduction

Purpose

The purpose of this Request for Proposal (RFP) is to solicit proposals from qualified contractors to provide design-build services for the renovation of the kitchen and two residential bathrooms. The selected contractor will be responsible for the complete design, procurement of materials, construction, and installation of the new Kitchen and Bathrooms as specified in document.

Background

This renovation is aimed at modernizing the existing Kitchen, Master bathroom and guest bathroom, improving functionality and aesthetics. The current kitchen and bathrooms are outdated and require a complete overhaul to meet contemporary standards and owner preferences.

Project Overview

Project Scope

The scope of the project includes but is not limited to:

- **Design Services:** Develop a comprehensive design plan that meets the owner's needs and preferences.
- **Demolition:** Safely demolish existing bathrooms, including the removal of fixtures, tiles, and any other obsolete elements. Paying attention particularly to dust control in surrounding areas.
- **Plumbing:** Update and/or relocate plumbing fixtures as needed.
- **Electrical:** Update electrical wiring and fixtures, ensuring compliance with current codes.
- **Installation:** Install new fixtures, tiles, cabinetry, and other elements as per the approved design.
- **Finishing:** Complete all finishing work, including painting, trimming, and ensuring the kitchen and bathrooms are fully functional and aesthetically pleasing.

Deliverables

- Detailed project plan with timelines
- Design mock-ups and materials samples
- Cost breakdown
- Progress reports
- Final inspection and walkthrough

Proposal Requirements

Submission Guidelines

See attached bid invite documents

Proposal Contents

Proposals should include the following sections:

1. **Executive Summary:** Brief overview of the proposal.
2. **Company Profile:** Company history, relevant experience, and qualifications.
3. **Design Concept:** Initial design ideas, sketches, and material suggestions.
4. **Project Plan:** Detailed timeline, milestones, and deliverables.
5. **Budget:** Comprehensive cost estimate, including labor, materials, and any other expenses.

Terms and Conditions

Confidentiality

All information provided in this RFP and the proposal submissions will be treated as confidential and used solely for the purpose of evaluating proposals.

Contract Award

The issuance of this RFP does not obligate the owner to award a contract or pay any costs incurred in the preparation of proposals. The owner reserves the right to reject any or all proposals.

Amendments

The owner reserves the right to amend this RFP at any time. Any amendments will be communicated to all potential contractors.

BID FORM

(THE FOLLOWING BID FORMAT IS TO BE FOLLOWED IN PROVIDING YOUR BID ON YOUR COMPANY LETTERHEAD)

Date:

**Re: Project: House 18 design build bathrooms
and kitchen renovations
Girard College
2101 South College Avenue
Philadelphia, PA 19121**

We propose to furnish, deliver and install all the material and perform all the labor in accordance with the Specifications, the General Conditions and the Invitation to Bid. We agree to complete the work at the site following receipt of notification to proceed for the sum of:

Kitchen Amount \$ _____

Master Bathroom Amount: \$ _____

Guest Bathroom Amount: \$ _____

Lump Sum project Bid Amount: \$ _____

The undersigned agrees to complete the described project in accordance with the Bid Documents and within the required completion time and herewith submits this proposal for your consideration.

Firm Name

Witness: _____

By: _____

(name typed or printed)

(name typed or printed)

(Title)

(Title)

(The Bid should be signed for the Contractor by the Owing individual in the case of a proprietorship; a Partner in the case of a Partnership; President or Vice President or other person authorized by the Corporation's Board of Directors or President to sign on behalf of the Contractor in the case of a Corporation.)

Corporations must indicate - State of Incorporation: _____

**CERTIFICATE IN LIEU OF
AFFIDAVIT ACT OF OCTOBER 28, 1983
ANTI-BID RIGGING
ACT 45**

COMMONWEALTH OF PENNSYLVANIA }

COUNTY OF _____ }

_____ (Name of Officer) certifies that he or she is the
_____ (Title) of _____

(Corporation or Partnership) and is authorized to make this certification on its behalf.

_____ (Corporation or Partnership) during the past three years has
neither been convicted of, nor has it been found answerable in damages because of any violation of any statute,
federal or state, prohibiting collusion or conspiracy in bidding on public contracts, except as follows:

_____.

Conviction under any such statute or any recovery of damages because of any violation thereof, may be reason for
refusing an award of this contract.

I further certify that _____ (Corporation or Partnership) has not
engaged in any concerted activity with any other person or persons to advance the winning bidder of this contract.

It has not:

1. agreed to sell any goods or render any services at the same price as any other person or persons;
2. agreed with any other person or persons to submit identical bids;
3. agreed with any other person or persons to rotate bids;
4. agreed, if any award is made to it, to give any share of its profits from this job to any other bidder;
5. agreed with any other person or persons as to the bid each will submit;
6. agreed with any other person or persons as to the territories in which bids will or will not be submitted,
7. agreed with any other person or persons that it will not submit a bid.

I certify the foregoing is true and correct under penalty of perjury.

(Date)

(Signature)

**BOARD OF DIRECTORS OF CITY TRUSTS
GIRARD ESTATE
(Owner)**

1101 MARKET STREET – SUITE 2600
PHILADELPHIA, PA 19107

GENERAL CONDITIONS

ACCOMPANYING MAJOR CONTRACT PURCHASES

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2.	<u>Using Quality Materials</u>	1
3.	<u>Employing Good Workers</u>	1
4.	<u>Obtaining Permits and Licenses</u>	1
5.	<u>Patents and Trademarks</u>	1
6.	<u>Time Delay</u>	1
7.	<u>Protection of Work and Property</u>	1
8.	<u>Contractor's Liability</u>	2
9.	<u>Workmen's Compensation and Liability Insurance</u>	2
10.	<u>Superintendence and Supervision</u>	2
11.	<u>Changes in the Work</u>	2
12.	<u>Uses of Premises</u>	3
13.	<u>Temporary Light, Power and Water</u>	3
14.	<u>Scaffolding and Hoisting</u>	3
15.	<u>Cutting, Patching and Digging</u>	3
16.	<u>Cleaning Up</u>	3
17.	<u>Inspection of the Work</u>	3
18.	<u>Measurements and Examination of Existing Conditions</u>	4
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24.	<u>Waiver of Lien</u>	5
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GENERAL CONDITIONS

1. The Contractor's General Obligation

The work of this contract is detailed in the specifications and plans (if any). The Contractor shall furnish all labor, materials, plant, tools, and appliances necessary or proper to the contract's completion. The Contractor shall complete the said work to the satisfaction of the Owner, at the price bid, in the manner and within the time fixed in this contract. The Contractor shall assume the risk of any and all loss or damage sustained in the course of the work arising from casualties of every description unforeseen or unexpected conditions encountered, or the actions of the third parties, and no extra compensation shall be payable to the Contractor by reason of such loss or damage.

2. Using Quality Materials

All materials unless otherwise specified, shall be new and the best of their several kinds and qualities. Upon request, the Contractor shall furnish satisfactory evidence of the grade or quality of all materials furnished.

3. Employing Good Workers

The Contractor and or any sub contractors shall employ only first-class artisans and mechanics, and competent and efficient laborers. If any employee shall fail to perform properly his or her task, either through incompetence or neglect, the Contractor, upon the demand of the said Owner or his agent, shall promptly remove that worker and shall not thereafter employ him or her upon the work.

4. Obtaining Permits and Licenses

- a. The Contractor, at his or her own cost and expense, shall obtain all necessary permits and licenses, and shall pay the costs of all inspections by governmental agencies, and inspection agencies such as The Insurance Service Office, except as may be stated otherwise in the specifications. All of the materials furnished, and all of the work done, shall be furnished and done in strict compliance with all laws, statutes, ordinances, and the applicable rules and regulations of all governmental agencies.
- b. The Contractor shall make all arrangements to have the work inspected by the governing agencies or authorities prior to closing up or concealing of the work.

5. Patents and Trademarks

The contractor shall pay all royalties and license fees. The Contractor shall indemnify and save harmless the Owner, brought against it, him, or her, or them, because of the use of patented appliances, products, processes, construction, design or methods, or the infringement of any patent, trademark or copyright, and shall pay all royalties, charges and penalties which may become due or payable by reason of such use or infringement.

6. Time Delay

Should the Owner cause any delay, by failure to give possession of the site, by changes in the plans and specifications, shall be granted a reasonable extension of the time specified for completion, but shall not be entitled to any payment in recompense for loss or damage allegedly suffered.

7. Protection of Work and Property

- a. The Contractor shall maintain continuous and adequate protection of all the work, and shall protect from damage the building or buildings in which the work is being performed, the structures adjacent thereto and all contents, including furniture, fixtures and installations in the said building, buildings, or

structures. At his or her own expense, the Contractor shall repair any such damage, or shall make good any loss the Owner may suffer thereby.

- b. The Contractor shall take all necessary precautions for the safety of his or her own employees and all other persons on, about, or adjacent to, the premises where work is being performed. The Contractor shall obey all laws, statutes and ordinances, and the rules and regulations of all governmental agencies designed to prevent injuries to a person. The Contractor shall post adequate safeguards, erect the proper barriers, and maintain the needed signs, to forestall such injuries.
- c. The Contractor shall provide and maintain guard lights at all barricades, covered passages, railings, obstructions or openings in footways, streets, etc., and at all trenches or pits adjacent to same.
- d. Machinery, equipment, and all other hazards, shall be guarded or eliminated in accordance with safety provisions of the Manual of Contractors of America to the extent that such provisions are not in contravention of applicable law.

8. Contractor's Liability

In the performance of this work, the Contractor shall be deemed an independent contractor. He shall protect, indemnify and save harmless the Owner, its officers, agents and employees from any and all claims, demands, suits, actions and causes of actions for injuries to person, or damage to property suffered or sustained during the progress of the work, or arising from, growing out of, or caused thereby, whether such injury or damage be due to the negligence of the Contractor, his or her agents or employees, the nature of the work, or the manner in which it is performed. The term "progress of the work" shall include any work done or materials furnished, whether or not required by the terms of this contract.

9. Workmen's Compensation and Liability Insurance

Prior to entry upon the work, the Contractor shall satisfy the said Owner that he and any sub contractors have complied with the Workmen's Compensation Laws of this commonwealth, and shall maintain throughout the progress of the work a policy or policies of insurance to protect the said Owner and the Contractor from the claims set forth in paragraph 8 above. The said policies shall be in the amount, issued by a company or companies, and of the form and content approved by the said Owner. The Board of Directors of City Trusts must be designated as an additional name insured under such insurance policies. (See Section 31 regarding all insurance requirements.)

10. Superintendence and Supervision

- a. The Contractor shall keep on the work a competent full-time superintendent who shall have full authority to receive and execute orders, and to supply such labor, tools and materials as may be required for the proper performance of the work. The name of the superintendent shall be furnished to the said Owner or his designee prior to the commencement of work and as long as he remains in the Contractor's employ, he shall not be removed without the consent of the Owner.
- b. The Contractor shall give efficient supervision to the work and shall report to the Owner promptly all errors and omissions in the plans and specifications.

11. Changes in the Work

- a. The Owner may order extra work, which shall be performed as if included in the plans and specifications, or may make deletions from or other changes in the work to be performed. The amount to be paid for any extra or deducted because of any deletion shall be agreed upon by the Owner and the Contractor and the amount set forth in the writing in which it is ordered.
- b. No order for any extra work, for any deletion from the work or for any change therein, save of a minor character not involving additional payments, shall be binding upon the Owner unless made in writing and signed by the Owner or his agent. The verbal instructions of any officer, agent or employee of the Owner that depart from the plans and specifications, save as to minor changes as above, shall not be binding on the said Owner.

12. Uses of Premises

- a. The Contractor shall confine his apparatus, the storage of materials, and the operations of his workmen, to limits indicated by law, ordinances, permits or directions of the Owner and shall not unreasonably encumber the premises with his materials.
- b. The Contractor shall not load or permit any part of the structure to be loaded with a weight that will endanger its safety.

13. Temporary Light, Power and Water

Owner, at its expense, shall provide all the water, and all the electricity for lighting and power needed, in the performance of this contract, and proper toilet facilities for Contractor's employees. The Contractor(s), in keeping with his trade and at his expense, shall furnish all water lines and temporary wiring, and shall keep the toilet facilities in clean and sanitary condition at all times. The water lines shall be maintained free of leaks and other defects. The temporary wiring shall meet the requirements of The Insurance Service Office, whose certificate of inspection and approval shall be filed with the Owner prior to the use of temporary wiring.

14. Scaffolding and Hoisting

The Contractor may be required to provide all hoisting means necessary to deliver their workman, materials, tools and related products to the intended work area as the Owner may not have available any internal means to allow or permit the Contractor such access. All hoisting, lifting or elevator type devices shall be properly rated for the intended use, erected per the manufacturer's recommendations and properly secured to the structure as needed. The equipment shall be maintained in a first class operating condition and operated by experienced personnel. If there be more than one prime Contractor on the job, the obligation of this clause shall fall on each of them.

15. Cutting, Patching and Digging

- a. The Contractor shall do all cutting, fitting or patching of his work that may be required to make its several parts come together properly, and fit it to receive or be received by work of other contractors who upon, or reasonably implied by, the drawings and specifications for the completed structure. The contractor shall make all necessary repairs to restore the area to match adjacent surfaces to the satisfaction of the Architect or Owner.
- b. Any expense or loss occasioned by defective work shall be borne by the party responsible, as determined by the Owner or his designee.
- c. The Contractor shall not endanger any work by cutting, digging, or otherwise, and shall not cut or alter the work of any other Contractor.

16. Cleaning Up

The Contractor shall at all times keep the premises free from accumulations of waste material or rubbish caused by his employees or agents work, and at the completion of the work he shall remove all his rubbish from and about the building, and all his tools, scaffolding and surplus materials, and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of dispute, the Owner may remove the rubbish and charge the cost to the Contractor.

17. Inspection of the Work

- a. The said Owner or his representative shall have access to the work at all times, wherever it is in preparation or progress, and the Contractor shall provide proper facilities for such inspection. If the specifications, any law, statute or ordinance or the rules and regulations of any governmental agency

require any work to be specifically tested or approved, the Contractor shall give the said Owner timely notice of its readiness for inspection, and if the inspector is other than the Owner, timely notice of the date fixed for the inspection.

- b. If any work shall be covered without the approval or consent of the Owner or his agent, it shall be uncovered at the Contractor's expense. Reexamination of questioned work may be ordered by the Owner or his agent and, if so ordered, the work must be uncovered by the Contractor at his expense.

18. Measurements and Examination of Existing Conditions

- a. Before ordering any material or doing any work, the Contractor shall verify all measurements at the building and all existing conditions, and shall be responsible for the correctness of same. No extra charge or compensation will be allowed on account of differences between actual dimensions and the measurements indicated on the drawings; any differences which may be found shall be submitted to the Owner for consideration before proceeding with the work. In event of the Contractor's failure to give such notice of error or omission, he shall make good any change to, or defect in his work caused thereby. Figures when given on the drawings govern scale dimensions, larger scale drawings govern those at smaller scale.
- b. The Contractor shall visit and inspect the site of the work. The Contractor must verify the accuracy and adequacy of the condition as represented on the drawings and/or specifications. The existing conditions shall be considered by the bidders in submitting estimates. No claims for extras will be allowed at a later date due to claimed ignorance of such existing conditions.

19. Correction of Work

If any of the materials furnished or any of the work done hereunder is rejected by the Owner or his agent as not in conformity with this contract, it shall be replaced or done anew, on forty-eight hours' notice, at the cost and expense of the Contractor,. Final Payment shall not release the Contractor from his obligation hereby imposed, and within a year thereafter, unless the specification fix a longer period, he shall replace any material and do anew any work found by the Owner or his agent not in conformity herewith.

20. Owner's Right To Do The Work

If the Contractor shall refuse, neglect or fail to prosecute the work vigorously, or to perform any other provision of this contract, and shall not remedy the said default within forty-eight hours after the receipt of notice so to do, the Owner or his agent without further notice being issued may have the said deficiency made good and deduct the cost from the payments due or to come due the Contractor. This shall be without prejudice to the other remedies of the Owner.

21. Owner's Right to Terminate the Contract

If the Contractor shall refuse, neglect or fail to prosecute the work vigorously or to perform any other provision of this contract or shall not remedy any default within forty-eight hours after receipt of notice so to do, the Owner may cancel this contract, take possession of all materials, tools and appliances on the site, and finish the work by whatever method he or she may deem expedient. In such case the Contractor shall not be entitled to any payments until the work is finished. If the unpaid balance of the contract price shall exceed the cash outlay of the Owner in finishing the work, plus whatever additional cost may be incurred in supervision, such excess shall be paid the Contractor but if the said outlay and the said cost shall exceed the said unpaid balance, the Contractor shall pay the difference to the Owner on demand.

22. Sufficient Notice To The Contractor

A letter addressed to the Contractor at the street number and City shown on the proposal, properly stamped and deposited in the United States mail, shall be deemed "Notice to Contractor".

23. Trustees Protection

Nothing contained in these General Conditions or in any other instrument which may form part of the contract shall impose any liability or obligation to perform on the members of the Board of Directors of City Trusts. Any action commenced by the Contractor shall join as defendant The City of Philadelphia, Trustee under the Will of Stephen Girard, Deceased, only.

24. Waiver of Lien

The Contractor shall execute a waiver of mechanics lien, in behalf of himself, all subcontractors, laborers and material suppliers, in form satisfactory to the Owner.

25. Performance Bond

In all contracts for construction, reconstruction alterations or repairs of any building (s) when the Bid is in excess of \$50,000, the Contractor shall furnish at his or her expense a satisfactory performance bond in the full amount of the Bid in form approved by the Solicitor, unless otherwise stated in the invitation.

26. Labor and Material Bond

In all contracts for construction, reconstruction, alterations, or repairs of any building (s) where the Bid is in excess of \$50,000, the Contractor shall furnish at his or her expense a satisfactory Labor and Material Bond, in the full amount of the Bid, with approved Corporate Surety.

27. Owner's Right on Premises

The Owner shall at all times have the right of occupancy and possession of any and all portions of the premises, and may use any portion thereof when it shall be ready for the purpose, without thereby waiving any of the requirements of the contract, and shall also be at liberty to employ other Contractors or workmen in the premises for the purpose of performing work or introducing apparatus not included in the contract. The Owner's right to this election shall not constitute a basis for claim for additional payment or time by the Contractor.

28. Material Safety Data Sheets

Contractor shall provide, upon request, copies of Material Safety Data Sheets (MSDS), for any material and products not supplied by Owner, on job site at time of delivery of said material and products, and prior to start of, or any time during, any work function requiring use of said material and products in performance of the work to be done under this agreement.

29. Non-Discrimination/Sexual Harassment

- a. In Contractor's performance of this contract, the contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, national origin, or sex. In the event of such discrimination, The Board may forthwith terminate this contract.
- b. Contractor shall comply with all applicable provisions of the state and federal constitution, laws, regulations and judicial orders pertaining to nondiscrimination/sexual harassment and equal employment opportunity, including the following:
 - (i) In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract, Contractor or any person acting on behalf of the Contractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.
 - (ii) Contractor or any person on their behalf shall not in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed or color.
 - (iii) Contractor shall maintain a written sexual harassment policy and shall inform their employees of

the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

- (iv) Contractors shall not discriminate by reason of gender, race, creed or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
- b. In accordance with Chapter 17-400 of the Philadelphia Code, Contractor agrees that its payment or reimbursement of membership fees or other expenses associated with participation by its employees in an exclusionary private organization, insofar as such participation confers an employment advantage or constitutes or results in discrimination with regard to hiring, tenure of employment, promotions, terms, privileges, or conditions of employment on the basis of race, color, sex, sexual orientation, religion, national origin or ancestry constitutes a substantial breach of this contract entitling the Board to all rights and remedies provided in this contract or otherwise available in law or equity.
- c. Contractor agrees to include the immediately preceding paragraphs with appropriate adjustments for the identity of the parties, in all subcontracts with are entered into for work to be performed pursuant to this contract.
- d. The Board shall not exercise its rights under this Section until the expiration of ten days written notice to the Contractor to cure the discriminatory action.

30. Suspension and Debarment

To the best of its knowledge and belief, the Contractor or any of its principals are not presently debarred, suspended, proposed for debarment or otherwise declared ineligible for the award of contracts by any Federal agency by the inclusion of the Contractor or its principals in the current "List of Parties Excluded From Federal Procurement or Nonprocurement Programs" published by the U.S. General Services Administration Office of Acquisition Policy.

The Contractor shall provide immediate written notice to the Owner if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. Should the Contractor enter into a covered transaction with another person/company (sub-contractor) at the next lower tier, the Contractor agrees by accepting this agreement that it will verify that the person/company with whom it intends to do business is not debarred, suspended, proposed for debarment or otherwise declared ineligible by any Federal agency.

31. Insurance Requirements

Prior to award of job, Contractor shall provide certificates of insurance evidencing **all** of the following limits of insurance. **Girard College/Girard Estate shall be named as an additional insured.**

Workers Compensation and Employers Liability

Workers Compensation: Statutory Limits

Employers Liability: \$500,000 Each Accident - Bodily Injury by Accident; \$500,000 Each Employee - Bodily Injury by Disease; and \$500,000 Policy Limit - Bodily Injury by Disease.

General Liability Insurance

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability; \$2,000,000 general aggregate.

Automobile Liability

Limit of Liability: \$1,000,000 per occurrence combined single limit for bodily injury (including death) and property damage liability for owned, non-owned and hired vehicles.

ATTACHMENT A

Supplier Diversity and Inclusion Program

The Board of Directors of City Trusts (the "Board") recognizes the benefit of and is committed to creating an equal opportunity for all vendors/contractors to participate in the procurement process where diversity and nondiscrimination in its business operations is stressed. The Board will make a good-faith effort to utilize Minority Business Enterprises ("MBE"), Women Business Enterprises ("WBE"), Disabled Business Enterprises ("DSBE"), Veteran/Disabled Veteran Business Enterprises ("V/DSVBE"), and Small Business Enterprises ("SBE") in the performance of contracts, subcontracts and supply contracts and have the maximum opportunity to compete for and participate in the procurement of construction, engineering and professional services and purchase contracts. All efforts to contact and engage small, minority, disabled, veteran, and women vendors will be fair and objective. The Board and its vendors/contractors shall not discriminate on the basis of race, color, religion, gender, sexual orientation, national origin, marital status, disability, age or status as a veteran in the award and performance of contracts. The Board also shall give preference to locally owned MBE, WBE, DSBE, V/DSVBE and SBE where appropriate.

Goals

The Supplier Diversity and Inclusion Program's main objectives include, but are not limited to, the following:

1. Bidders on projects in excess of \$100,000 must submit a plan identifying suppliers that are small or minority-, disabled-, veteran-, or woman-owned business concerns to be used for each commodity or service used as part of the bid.
2. When subcontractors are utilized, primary vendors/contractors must demonstrate in their bid proposal that they used every good faith effort to provide for participation by and obtain bids from small or minority-, disabled-, veteran-, or woman-owned businesses, including the purchase of equipment supplies and labor services, where applicable.
3. For purchase orders issued below the bidding threshold (\$100,000), the utilization of a diverse supplier base will be an objective facilitated by the procurement staff of the entities that the Board administers, including Girard Estate, Girard College and Wills Eye Hospital.
4. The Board encourages the vendor/contractor to employ an appropriately diverse but locally owned workforce in connection with applicable procurement or project.
5. A reporting of transactions will be performed to monitor the success of the Board's efforts to partner with a diverse base of suppliers.

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Good faith efforts to include and facilitate participation by MBE, WBE, DSBE, V/DSVBE and SBEs shall include, but not be limited to, the following:

1. Dividing the services and materials to be procured into smaller portions, where feasible.
2. Giving reasonable advance notice of specific contracting, subcontracting and purchasing opportunities to such MBE, WBE, DSBE, V/DSVBE and/or SBE as may be appropriate.
3. Soliciting services and materials from a MBE, WBE, DSBE, V/DSVBE and/or SBE.

4. Ensuring that provision is made to provide prompt progress payments to MBE, WBE, DSBE, V/DSVBE and/or SBEs
5. Observance of reasonable commercial standards of fair dealing in the respective trade or business.

Although no set aspirational goals are established for each contract, contractors are encouraged to report their planned utilization of MBE, WBE, DSBE, V/DSVBE and/or SBE in their proposal, which efforts and utilization will be considered in connection with the award of such contracts and made part of the final agreement.

Enforcement

The failure of any contractor to comply with these goals will be deemed to be a material breach of contract. Such failure may be established by the Board on the basis of its own investigation or by a finding by any outside investigating agency. However, no such finding shall be made except after notice and an opportunity to be heard has been given to the contractor. Upon a finding duly made that the contractor has breached these goals or the contract, the contract may be terminated, or suspended, in whole or in part, by the Board, and all monies due or to become due hereunder may be retained by the Board until noncompliance is corrected. The cost of the audit of the contractor's records shall be assessed against the monies due the contractor. The contractor also can be disqualified from further contracts with the Board. Further, the Board shall have available any and all other remedies at law or in equity for any breach.