



## **REQUEST FOR PROPOSAL FOR ST. JOHN'S GREEN DEVELOPMENT**

### **PURPOSE**

In the neighborhood of Brighton Heights, City of Pittsburgh, Allegheny County, the Allegheny Land Trust (ALT) is undertaking the redevelopment of the former St. John's Health and Hospital Center site located at 3406 Fleming and 3335 McClure Street, Pittsburgh, PA 15221. This project provides a cost-effective opportunity for creating a multi-use natural area that will incorporate stormwater capture as well as passive recreation options for the surrounding neighborhood.

### **SCOPE OF WORK**

The scope of work includes, but is not limited to, the following site and infrastructure improvements:

- Installation of E&S measures, as shown on the plans.
- General stabilization of the existing site, including removal and backfill of surface and subsurface remnants of previous demolition efforts by the Urban Redevelopment Authority (URA).
- Demolition of the existing parking lot along Fleming Avenue and replacement with a new, smaller parking surface, including line striping, signage, bumper blocks, and drainage-related grading.
- Construction of new pedestrian paths, seating, playground and bicycle-related equipment, landscape timber steps, and related site amenities.
- Construction of a landscaped rain garden on the lower site, with new sewer lateral connection to the adjacent Rubric Street.

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IMAGE 1. CONCEPTUAL DRAWING FOR ST. JOHN'S GREEN SITE REDEVELOPMENT IDENTIFYING MAJOR NEW FEATURES.

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## CONTRACTOR QUALIFICATIONS, REQUIREMENTS AND RESPONSIBILITIES

1. The contractor shall have demonstrable experience in building engineered green infrastructure and Accessible parking and trails. Contractor shall provide references from past projects that qualify them for building this project.
2. Tools – All equipment shall be in good mechanical conditions, free of any fluid leaks. All equipment will be clean and free of debris before introduced to work site. Equipment is clean and free of invasive species.
3. Meetings and progress reports – A pre bid submission meeting is required for any contractor looking to submit for the job. This can be arranged with ALT staff at the contact information below. The Contractor shall meet with the client at the beginning of each week or other agreed upon date by both parties to review progress and project expectations for the job.
4. Coordinate with other contractors on site. ALT will be hiring several small contractors directly to handle specific items not within this scope of work. On site coordination and communication are still required.
5. Bid, Performance, and Maintenance Bonds
  - a. Performance Bond for City Planning Land Operations Permit- PCC 1003.28 - Bonds and Insurance for Land Operations link: [https://library.municode.com/pa/pittsburgh/codes/code\\_of\\_ordinances?nodid=PIZOCO\\_TITTENBU\\_CH1003LAOPCO\\_S1003.02PEPLREAPCHRE](https://library.municode.com/pa/pittsburgh/codes/code_of_ordinances?nodid=PIZOCO_TITTENBU_CH1003LAOPCO_S1003.02PEPLREAPCHRE)
  - b. Maintenance Bond for Pittsburgh Water covering the cut-in wye private connection to the newly lined PGH20 sewer to cover any disrepair that would need to be repaired by PGH20.
6. On site safety plan.
7. Please provide to Allegheny Land Trust for upload to permits, a Certificate of Insurance with a minimum of \$200,000 public liability.
8. Please provide to Allegheny Land Trust to submit to Department of Mobility and Infrastructure (DOMI) for the use of public streets or thoroughfares for the transportation of material for disposal or fill purposes as a condition of this permit's approval.
9. As this project is fully funded through the PA Department of Environmental Protection (PA DEP), the PA Department for Community and Economic Development Watershed Restoration and Protection Program (PA DCED WRPP), a certified redevelopment project with the Urban Redevelopment Authority of Pittsburgh (URA), and others, for this reason the following must be met.
  - a. Compliance with the State nondiscrimination/sexual harassment provision
  - b. Compliance with the State Contractor Responsibility Program
  - c. Compliance with the State Contractor Integrity Provisions
  - d. Enhanced Minimum Wage Provisions
  - e. Prevailing Wage Act - all workmen employed on the project must be paid the prevailing minimum wage under the Prevailing Wage Act. Information on the PWA may be found at [www.dil.state.pa.us/laborlaw](http://www.dil.state.pa.us/laborlaw) by clicking on the link to Prevailing Wage Act. See appendix A.
    - i. The PWA does apply to all contractors and sub contractors. Please contact the Department of Labor and Industry – Bureau of Labor Law compliance at 717-705-7256 with questions about the PWA.

- f. Buy America Program- The federal Buy America Program requires that all projects that permanently incorporate iron and steel must use products manufactured domestically. The grantee should review the U.S. Department of Transportation Buy America webpage at <https://www.fhwa.dot.gov/construction/cqit/buyam.cfm> for more information. The grantee must notify their design consultant of these requirements. Design consultants must consider these requirements in the development of the specifications and designs. Specifically, the federal requirements state:
  - i. *“All manufacturing processes of steel or iron materials in a product, including coating; and any subsequent process that alters the steel or iron material’s physical form or shape, or changes its chemical composition; are to occur within the United States. This includes rolling, extruding, machining, bending, grinding, drilling, and coating. Coating includes all processes that protect or enhance the value of the material, such as epoxy coatings, galvanizing or painting.”*
  - ii. The grantee must include notification of the Buy America provisions in their bid or RFP specifications for procurement of steel, iron or manufactured goods. See appendix B – We don’t anticipate any purchases that would require this Program for this RFP.
- g. MWBE Participation- Allegheny Land Trust intends to strive for the City of Pittsburgh’s participation goals of 18 percent minority and/or disadvantaged businesses and 7 percent women-owned businesses.
  - i. Contractor will supply Allegheny Land Trust with the following information:
    - 1. Scope areas where work can be subcontracted, along with any outreach efforts to ensure that MWBE firms are aware of the opportunity
    - 2. A list of any MWBE firms that will be included as a part of the team or invited to bid on work

## SCHEDULE

ALT anticipates the project will take no more than 12 months from time of Notice to Proceed to providing final deliverables. Work is expected to begin in 1Q 2025.

## COMPENSATION

Compensation will be reimbursable according the the following project activities:

1. Mobilization, Bonds and Permits
2. Erosion and Sediment Control Measures
3. Stormwater Rain Garden BMP
4. Bituminous Pavement Replacement
5. Aggregate Path and Timber Steps
6. Landscape Planting
7. Site Amenities



## **PROPOSAL SUBMISSION REQUIREMENTS (NOT TO EXCEED 10 PAGES)**

1. Cover letter: State your understanding of the goals for the project, your approach to meeting those goals, and special qualifications of your firm.
2. Project organization and staffing: Summarize the qualifications of key personnel assigned to the project. Include recent experience that is directly applicable to this project.
3. Cost Estimate: Prepare a fee proposal related to the BID FORM in spec section 00.41.00.
4. Related Experiences: Discuss your experience in developing and implementing a project(s) related to this RFP.
5. Schedule: Estimate schedule breakdown to ALT.
6. See Attachment A, B and C

Submit copy via email to the following by **5:00PM EST, January 24<sup>th</sup>, 2025**. The ALT reserves the right to reject any and all proposals received in response to the RFP. Any deviations from this submission request or to schedule a site walk through please contact Emilie at the number below.

We will be hosting an information session on **January 17<sup>th</sup>, from 1-3pm** online, email Alyson for meeting invitation. Please use email as the primary form of contact and do not call our offices, the other staff will not be able to answer your questions.

Contact:

**Alyson Fearon**

Project Manager

Allegheny Land Trust

416 Thorn St.

Sewickley PA 15143,

[afearon@alleghenylandtrust.org](mailto:afearon@alleghenylandtrust.org)

## ATTACHMENT A

### PROVISIONS FOR COMMONWEALTH CONTRACTS

- 1) CONTRACTOR INTEGRITY PROVISIONS (For the purpose of these Contractor Integrity Provisions, the term Contractor is defined to include GRANTEE and the term Contract is defined to include GRANT AGREEMENT.)

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

- a) **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
  - i) **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
  - ii) **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
  - iii) **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
  - iv) **"Contractor Related Parties"** means any affiliates of the Contractor and the executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
  - v) **"Financial Interest"** means either:
    - (1) Ownership of more than a five percent interest in any business; or
    - (2) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
  - vi) **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the [Governor's Code of Conduct, Executive Order 1980-18](#), the 4 Pa. Code §7.153(b), shall apply.
  - vii) **"Non-Bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.
- b) In furtherance of this policy, Contractor agrees to the following:
  - i) Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
  - ii) Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible

and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.

- iii) Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- iv) Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal of the contract signed by Contractor.
- v) Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1) been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2) been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3) had any business license or professional license suspended or revoked;
  - (4) had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5) been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

If Contractor cannot so certify to the above, then it must submit along with its bid, proposal or contract a written explanation of why such certification cannot be made and the Commonwealth will determine whether a contract may be entered into with the Contractor. The Contractor's obligation pursuant to this certification is ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to immediately notify the Commonwealth in writing if at any time during the term of the contract it becomes aware of any event which would cause the may, in its sole discretion, terminate the contract for cause if it learns that any of the certifications made herein are currently false due to intervening factual circumstances or were false or should have been known to be false when entering into the contract.

- vi) Contractor shall comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Nonbid Basis, Contractor must also comply with the requirements of the Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a).
- vii) When Contractor has reason to believe that any breach of ethical standards as set forth in or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.

- viii) Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the Contractor. Contractor shall not be responsible for investigative costs for investigations that do not result debarment.
- ix) Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.
- x) For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

## 2) CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth of Pennsylvania (Commonwealth). The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth.

- a) The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with its Bid/Contract, a written explanation of why such certification cannot be made.



- b) The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c) The Contractor'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 shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d) The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e) The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f) The Contractor may search the current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <http://www.emarketplace.state.pa.us> and clicking the Debarment List tab.

### 3) PROVISIONS CONCERNING THE AMERICANS WITH DISABILITIES ACT

For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant the Commonwealth of Pennsylvania (Commonwealth). During the term of this contract, the Contractor agrees as follows:

- a) Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C.F.R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing the General Prohibitions Against Discrimination II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- b) The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions to comply with the provisions of subparagraph a above.

### 4) COMMONWEALTH HELD HARMLESS CLAUSE

- a) The Contractor/Grantee shall hold the Commonwealth harmless from and indemnify the Commonwealth against any and all third party claims, demands and actions based upon or arising out of any activities performed by the Contractor/Grantee and its employees and agents under this Contract/Grant Agreement, provided the Commonwealth gives Contractor/Grantee prompt notice of any such claim of which it learns. Pursuant to the Commonwealth Attorneys Act (71 P.S. Section

732-101, et seq.), the Office of Attorney General (OAG) has the sole authority to represent the Commonwealth in actions brought against the Commonwealth. The OAG may, however, in its sole discretion and under such terms as it deems appropriate, delegate its right of defense. If OAG delegates the defense to the Contractor/Grantee, the Commonwealth will cooperate with all reasonable requests of Contractor/Grantee made in the defense of such suits.

- b) Notwithstanding the above, neither party shall enter into any settlement without the other party's written consent, which shall not be unreasonably withheld. The Commonwealth may, in its sole discretion, allow the Contractor/Grantee to control the defense and any related settlement negotiations.

#### 5) RIGHT TO KNOW LAW

**For the purpose of these Right to Know Law provisions, the term Contractor is defined to include GRANTEE, SUBGRANTEE and/or LESSOR and the term Contract is defined to include GRANT AGREEMENT and/or LEASE AGREEMENT.**

- a) The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101- 3104, ("RTKL") applies to this contract. Or the purpose of these provisions, the term "the Commonwealth" shall refer to the contracting Commonwealth agency.
- b) If the Commonwealth related to this Contract, it shall notify the Contractor using the legal contact information provided in this Contract. The Contractor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the Commonwealth.
- c) Upon written notification from the Commonwealth that it requires the Contractor's assistance in responding to a request under the RTKL for information related to this Contract that may be in the Contractor's possession, constituting, or alleged to constitute a public record in accordance with the RTKL ("Requested Information"), the Contractor shall:
  - i) Provide the Commonwealth, within ten (10) calendar days after receipt of written possession arising out of this Contract that the Commonwealth reasonably believes is Requested Information and may be a public record under the RTKL; and
  - ii) Provide such other assistance as the Commonwealth may reasonably request, in order to comply with the RTKL with respect to this Contract.
- d) If the Contractor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers exempt from production under the RTKL, the Contractor must notify the Commonwealth and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the Contractor explaining why the requested material is exempt from public disclosure under the RTKL.
- e) The Commonwealth will rely upon the written statement from the Contractor in denying a RTKL request for the Requested Information unless the Commonwealth determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the Commonwealth determine that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information within five (5) business days
- f) If the Contractor fails to provide the Requested Information within the time period required by these provisions, the Contractor shall indemnify and hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth.
- g) The Commonwealth will reimburse the Contractor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.

- h) The Contractor may file a legal challenge to any Commonwealth decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall indemnify the Commonwealth for any legal expenses incurred by the Commonwealth as a result of such a challenge and shall hold the Commonwealth harmless for any damages, penalties, costs, detriment or harm that the Commonwealth may incur as a result statutory damages assessed against the Commonwealth, regardless of the outcome of such legal challenge. As between the parties, the Contractor agrees to waive all rights or remedies that may be available to it as a result of the Commonwealth's disclosure of Requested Information pursuant to the RTKL.
- i) The Contractor's duties relating to RCTL are continuing duties that survive the expiration of this Contract and shall continue as long as the Contractor has Requested Information in its possession.

#### 6) OFFSET PROVISION

The Contractor/Grantee agrees that the Commonwealth of Pennsylvania (Commonwealth) may set off the amount of any state tax liability or other obligation of the Contractor/Grantee or its subsidiaries to the Commonwealth against any payments/funds due the Contractor/Grantee under any contract or under any grant agreement with the Commonwealth.

#### 7) APPLICABLE LAW

This Contract/Grant Agreement shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Contractor/Grantee consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Contractor/Grantee agrees that any such court shall have in person jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

#### 8) ENHANCED MINIMUM WAGE PROVISIONS (as applicable to Contractors and For-Profit Grantees)

- a) **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$15.00 per hour to its employees for all hours worked directly performing the services called for in this performance of the contracted services or lease when such employee spends at least twenty percent (20%) of their time performing ancillary services in a given work week.
- b) **Adjustment.** Beginning July 1, 2023, and annually thereafter, the minimum wage rate shall be increased by an annual cost-of-living adjustment using the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- c) **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
  - i) exempt from the minimum wage under the Minimum Wage Act of 1968;
  - ii) covered by a collective bargaining agreement;
  - iii) required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
  - iv) required to be paid a higher wage under any state or local policy or ordinance.
- d) **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.

- e) **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
- f) **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
- g) **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

## ATTACHMENT B

### NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee 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. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not 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 of its employees.
3. Neither the Grantee nor any subgrantee nor any 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 grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any 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 enforcement, and shall comply with any provision of law establishing organizations as representatives.
5. The Grantee, any subgrantee, contractor or any 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 grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not 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 any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard -Oppo -1 report with the EEOC as Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or firsttier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any 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 granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Grantee and each and obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

## **ATTACHMENT C**

### **URA Minority and Women Business Enterprise Narrative Requirements**

The Urban Redevelopment Authority of Pittsburgh (URA) is committed to diversity and inclusion within all its programs and activities and encourages the full participation of minority and women business owners and consultants on URA affiliated projects and initiatives.

Proposals submitted to the URA must include a Minority and Women Business Enterprise Narrative (“MWBE Narrative”) detailing how the respondent plans to meet the URA’s expressed minority and women-owned business enterprise (MWBE) participation goals for the contract/project/funding, if the URA awards it to the respondent.

The URA acknowledges the City of Pittsburgh’s goal of 18% Minority and 7% Women Business Enterprise participation in planning and/or professional service activities. Therefore, all respondents are required to demonstrate and document a good faith effort to obtain MWBE participation in work performed in connection with the URA contracts.

The MWBE Narrative should be written on company letterhead and emailed to [mwbe@ura.org](mailto:mwbe@ura.org) at least 30 calendar days prior to an initial board action. The narrative should include the following information:

- A one-to-two-page summary detailing how the respondent plans to meet the 18% Minority Business Enterprise (MBE) goal and 7% Women Business Enterprise (WBE) goal through the incorporation of MWBE firms on the project
- Scope areas where work can be subcontracted, along with any outreach efforts to ensure that MWBE firms are aware of the opportunity
- A list of any MWBE firms that will be included as a part of the team or invited to bid on work
- An expressed commitment to demonstrating good faith effort to meet the URA’s MWBE goals
- An expressed commitment to remaining in communication with the URA’s MWBE Program staff to develop a finalized MWBE Plan, should the project be awarded.

## **ATTACHMENT D**

When making subawards or contracting, NFWF Subrecipient shall:

- (1) abide by all applicable granting and contracting procedures, including but not limited to those ***requirements of the OMB Uniform Guidance (2 C.F.R. Part 200)***;
- (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and
- (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.