

Sports & Exhibition Authority

When you have the time, Pittsburgh has the place.

REQUEST FOR PROPOSAL

For

Landscaping Maintenance Contract

Owner:

Sports & Exhibition Authority of Pittsburgh & Allegheny County
Stadium Authority of the City of Pittsburgh
171 10th Street, 2nd Floor
Pittsburgh, PA 15222
(412) 393-0200

Owner's Managing Agents for the Facilities:

OVG Parking & Mobility
5050 S. Syracuse St.
8th Floor
Denver, CO 80237

Alco Parking Corporation
D.L. Clark Building
501 Martindale Street
Pittsburgh, PA 15212

INTRODUCTION

The Sports & Exhibition Authority of Pittsburgh and Allegheny County (SEA) and the Stadium Authority of the City of Pittsburgh (SA), or the “Authorities,” develop first-class sports, entertainment, recreational, and convention venues to benefit Pittsburgh’s economy and improve the lives of citizens and visitors. Part of the Authorities’ portfolio consists of parking lots in the Lower Hill District, East Lot - Bedford, East Lot - Centre, Fullerton Lot, and South Lot, currently managed by Oak View Group (OVG). The lots on the North Shore include Red 5 Garage (West Gen Garage), Red Lots 5A, 7A, 7B, 7C, and 7D, Blue Garage 10 (North Shore Garage), Blue Lots 7F, 7G, 7H, and 7J, Green Lots 21-23, and Gold 1 Garage, Gold Lots 1A & 1B are managed by Alco Parking Corporation.

In addition to the parking lots, the contractor must also provide landscape maintenance services for Tribute to Children (TTC) monument and Law Enforcement Officer’s Memorial (LEOM) monument.

The selected company must be able to demonstrate substantial experience with similar projects, have the financial capability to execute the project successfully, and the availability of the full range of skills and expertise necessary to carry out services in a timely manner. The Authorities and the selected company will mutually agree on a schedule of services.

SCOPE OF INDEPENDENT CONTRACTOR SERVICES

The Scope of Work is outlined in the attached **Exhibit “A”**. Said Exhibit will become a part of the final contract. Contractors are encouraged to recommend changes to the Scope of Work requirements to eliminate items they feel would be expensive and unnecessary based on current conditions, or to include items they feel would be beneficial to the Authorities but not listed in the scope of work. The Authorities reserve the right to accept or reject any suggested changes.

INDEPENDENT CONTRACTOR FOR SERVICE & MAINTENANCE AGREEMENT

The Independent Contract for Service & Maintenance Agreement is attached for your review as **Exhibit “B”**. Upon SEA approval of the selected contractor, a final agreement will be issued for signatures. Any concerns or questions regarding the agreement should be submitted in writing email with other RFP inquiries. No changes will be made to the Agreement after Board approval.

SPECIAL CONDITIONS

Reservations:

- A. This RFP does not commit the Authorities to award a contract, to defray any costs incurred in the preparation of a proposal pursuant to this RFP, or to procure contract for work.
- B. Right to Cancel:

- The Authorities reserve the right to cancel this RFP in part or in its entirety. If the Authorities cancel or revise the RFP, the Authorities will notify in writing all those that have requested a copy of the RFP.
- C. Right to Reject Proposals or Request Revisions:
- The Authorities reserve the right to reject any and all proposals in whole or in part and/or to request revisions in order to enable the Authorities to obtain the best service at the best price. The Authorities further reserve the right to retain all responses submitted and to use any ideas in a proposal regardless of whether that proposal is selected.
- D. Additional Information:
- The Authorities reserve the right to request additional information and/or clarifications with respect to any responses to this RFP.
- E. Release of Public Information:
- If a contract is awarded, it will be authorized at two public Authority Board meetings. Contractors desiring to release information to the public must receive prior approval from the Authorities.
- F. Award of Contract:
- The proposer acknowledges that the Authorities are not bound to award the contract to the lowest priced proposer. Two (2) contracts, one for the SEA and one for the SA will be awarded to one (1) contractor.
 - The contract will be lump sum, as defined in the Independent Contractor agreement in Exhibit B

CONTRACTOR SELECTION PROCESS

Upon review of the proposals and possible interviews, a selection for this assignment will consider the following criteria:

- A. Fee Proposal
- B. Experience record
- C. Technical Proposal
- D. Resources and capabilities
- E. Organization and management plan
- F. MBE/WBE utilization
- G. Workforce Diversity
- H. Such other criteria as the Authorities shall deem prudent

Additional criteria the Authorities will consider include:

- A. The firm has no conflict of interest with regard to any other work performed for the Authorities.
- B. The firm adheres to the instructions in this request for proposal on preparing and submitting the proposal;

- C. The firm's past experience and performance on comparable engagements; The quality of the firm's professional personnel to be assigned to the engagement and the quality of the firm's management support personnel to be available for technical consultation.
- D. Inclusion of "green" components in proposal

The Contractor will be evaluated based on the experience and qualifications of their entire team; therefore, no changes in the team composition will be allowed without prior written approval of the Authorities.

INQUIRIES

All inquiries regarding this RFP shall be submitted in writing to:

Michael Halpern, Procurement & MWBE Specialist
Sports & Exhibition Authority
Email: procurement@pgh-sea.com
412.393.7106

Please include “SEA Landscaping” in the subject line of emails.

A non-mandatory pre-proposal meeting will be held on Thursday, February 26, 2026 @ 11:00am

Location: Sports & Exhibition Authority 171 10th Street, 2nd Floor, Pittsburgh, PA 15222.

Deadline for submission of *inquiries* is: Thursday March 5, 2026 @ 2:00pm

PROPOSAL CONTENT AND REQUIREMENTS

The Contractor should submit a response that CONCISELY addresses the following issues; please submit your RFP in the following format.

1. General Information:

- Legal name and address of company
- Legal form of company (corp., joint venture, etc.)
- If company is wholly owned subsidiary of a “parent company”, identify the parent company
- Legal name and address of company
- Legal form of company (corp., joint venture, etc.)
- If company is wholly owned subsidiary of a “parent company”, identify the parent company
- Business license number; city tax number
- Name, title, address, email, and telephone number of person to contact concerning the proposal

2. Fee Proposal:

- Cost for (1) beginning-of-season clean-up to take place in spring of 2026
- Complete cost sheet provided as **Exhibit “E”**
- Proposed costs for planned preventative maintenance
- If the fee proposal is structured as hourly rates of professional persons and reimbursement of out-of-pocket expenses, include a statement that the proposal will accept reimbursement of expenses in accordance with the reimbursement policy at the SEA website, [SEA Expense Reimbursement Policy](#)

3. Technical Proposal:

- Detailed plan for work to be performed by location as outlined in **Exhibit “A”**

4. Team Information:

- Number of professionals who supervise/manage projects and number of employees
- Describe each key person's title, qualifications, and their proposed role(s) and responsibilities for this project
- Brief resume of applicable experience for each person named
- Describe your relationship management approach. Identify the resources within your firm currently available to apply to this project.
- Specify key people you would dedicate to this project and include an organizational chart for the team that would be assigned to the account.
- Indicate the contractor's understanding of local laws, ordinances, regulations, policies, requirements, permits, etc.
- Provide three (3) references for representative projects, that are not the SEA/SA, including names, titles, addresses, emails, and telephone numbers for each individual within these client companies to be used as a reference.
- A list of similar projects, which contained requirements that demonstrate your firm's capabilities. Specific projects within the Pittsburgh area are of particular interest.

5. MBE/WBE Participation and Workforce Diversity:

- The Authorities have adopted a goal of 25% minority participation and 10% women's participation in its contract work, and the Authorities wish to achieve this level of significant MBE/WBE participation in its professional services contracts. The Contractor will be required to follow the Authorities' Minority and Women-Owned Business Enterprise Participation Policy. A copy of this policy is attached as **Exhibit "C"**.
- The Authorities value a diverse workforce at its facilities and desire its contractors to promote diversity in their workforce, particularly in regard to the personnel assigned to perform under the proposed contract. Please provide information on workforce diversity and more specific details regarding the workforce to deliver the services described in this RFP. Use the form attached as **Exhibit "D"**. In addition, please describe your initiatives to promote a diverse workforce.

PROPOSAL SUBMITTAL

- A. Two (2) hard copies and an electronic copy of the proposal, along with the name and address of the individual submitting the proposal, shall be submitted to the SEA main office located at 171 10th Street, 2nd floor. Due: **Thursday, March 12th @ 2:00pm**
- B. An individual or individuals authorized to execute legal documents on behalf of the Contractor shall sign **Exhibit "C, Attachment A"**, shall complete **Schedule 1** to the **Attachment A**, and these shall be included as part of the proposal. Your Diversity Information Report, in the form attached, should also be completed and returned with your proposal.
- C. Proposals will not be returned.

ESTIMATED TIME FRAME

- A. Non-Mandatory Pre-Proposal Meeting: Thursday February 26, 2026 @ 11:00 am
- B. Final date for submission of Inquiries: Thursday March 5, 2026, @ 2:00pm
- C. Final date for submission of Proposal: Thursday March 12, 2026, @ 2:00pm
- D. Interviews: Week of March 16th if necessary
- E. Presentation for Stadium Authority Board approval and award of contract: Thursday, March 26, 2026
- F. Presentation for Sports & Exhibition Board approval and award of contract: Thursday, April 9, 2026

EXHIBIT “A”
SCOPE OF PROFESSIONAL SERVICES

EXHIBIT A
SCOPE OF PROFESSIONAL SERVICES

GARAGES & LOTS - (SEE ATTACHED IMAGES)

Lower Hill – OVG Managed

1. East Lot Centre – Beginning-of-Season & Quarterly & End-of-Season
2. East Lot Bedford – Beginning-of-Season & Quarterly & End-of-Season
3. Fullerton Lot – Beginning-of-Season & Quarterly & End-of-Season
4. South Lot – Beginning-of-Season & Quarterly & End-of-Season

North Shore Lots – ALCO Managed

1. Blue Garage 10 (North Shore Garage) – Beginning-of-Season Only
2. Green Lot 21 – Beginning-of-Season & Quarterly & End-of-Season
3. Green Lot 22 – Beginning-of-Season & Quarterly & End-of-Season
4. Green Lot 23 – Beginning-of-Season & Quarterly & End-of-Season
5. Gold One Garage – Beginning-of-Season & Quarterly & End-of-Season
6. Gold Lot 1A – Beginning-of-Season & Quarterly & End-of-Season
7. Gold Lot 1B – Beginning-of-Season & Quarterly & End-of-Season
8. Red 5 Garage (West Gen Garage) – Beginning-of-Season Only
9. Red 5A – Beginning-of-Season Only (Weed mitigation)
10. Red 7A – Beginning-of-Season Only (Weed mitigation)
11. Red 7B – Beginning-of-Season Only (Weed mitigation)
12. Red 7C – Beginning-of-Season Only (Weed mitigation)
13. Blue 7F – Beginning-of-Season Only (Weed mitigation)
14. Blue 7G – Beginning-of-Season Only (Weed mitigation)
15. Blue 7H – Beginning-of-Season Only (Weed mitigation)
16. Blue 7J – Beginning-of-Season Only (Weed mitigation)

Services to be addressed for the beginning and end of the season:

1. Leaf Removal: Collect and dispose of fallen leaves from all landscaped areas, lawns, and hardscapes.
2. Debris Cleanup: Remove any debris, including branches, twigs, and other organic matter from the property, including tree beds
3. Mulch Areas as established; move around to provide adequate soil coverage
4. Mow/Trim lawn areas to a suitable height, including hill sides
5. Prune perennials, shrubs, and trees as requested
6. Pre-emergent and post-emergent to be used to control weeds

Services to be addressed Quarterly:

1. Leaf Removal: Collect and dispose of fallen leaves from all landscaped areas, lawns, and hardscapes.
2. Debris Cleanup: Remove any debris, including branches, twigs, and other organic matter from the property
3. Mow/Trim lawn areas to a suitable height, including hill sides
4. Pre-emergent and post-emergent to be used to control weeds
5. Prune perennials, shrubs, and trees as requested

MONUMENTS ONLY – SEA MANAGED

1. Tribute to Children (TTC) & LEOM
 - a. General
 - i. Spring Clean-up:
 1. Landscape areas will be cleaned of any leaves, branches and trash from the winter months.
 2. All bed edges will be re-defined to contain mulch.
 3. Ornamental plants ground covers will be fertilized using a granular fertilizer to promote steady growth.
 4. Beds will be covered with 2” to 4” of new shredded hardwood mulch.
 5. Service performed during March, April and May depended upon weather conditions.
 - ii. Fall Clean-up
 1. Leaves and debris in the shrub beds and lawns will be removed.
 2. Remove annuals.
 - b. Weed Control:
 - i. Weed control in all established planting areas will be continuous using both pre-and post-emergent weed control chemicals where appropriate. Hand weeding will be accomplished as necessary. Sidewalks are the only paved areas included.
 - ii. Weed control will include at least 30 visits to the property during the growing season April 1 – October 31. Frequency depends on horticultural issues, site conditions and seasonal conditions.
 - c. Pruning
 - i. Prune shrubs and trees in spring
 - ii. Touch-up pruning in fall
 - iii. All pruning and thinning will be performed to retain the intended shape and function of plant material using proper horticultural techniques. Shrubs will be trimmed with a slight inward slope rising from the bottom of the plant to retain proper fullness of foliage at all levels.
 - iv. Plant growth regulators may be used to provide a consistent and healthy appearance for certain varieties of plant material and ground covers.
 - v. Clippings are to be removed by the Contractor following pruning.
 - d. Edging and Trimming
 - i. Groundcovers will be confined to plant bed areas by manual or chemical means as environmental conditions permit.
 - e. Tree Maintenance
 - i. Trees - will be cleared of sprouts from trunk.
 - f. Summer Annual Planting

- i. This contract will include summer annuals in existing flower beds only. The soil will be cultivated and fertilizer will be added. Composted mushroom manure will be used to cover the beds.
- g. Debris Control
 - i. To Include TTC area and LEOM – includes all landscape and monument areas between concrete steps and TTC and from Street to Riverwalk.
- h. Site will be reviewed each visit to ensure that debris such as bottles, papers, cartons, and similar items are disposed of to keep the planting areas and hard surfaces neat in appearance.
 - i. Sweeping to be utilized to dislodge dirt, mud, etc. All hard surfaces to be blown and or swept where needed to remove all debris. This is to occur 1 time each month April – November.
 - ii. During off season months January-March, site will be visited 2 times per month (weather permitting). Garbage cans to be emptied 2 times per month.
- i. Insect, Disease and Weed Control
 - i. Plants will be treated chemically as needed to effectively control insect infestation and disease as environmental and horticultural conditions permit. In extraordinary cases where disease or pests resist standard chemical treatments, Contractor will offer suggestions regarding the best course of action. Products must be environmentally safe.
 - ii. Open ground in plant beds will be treated by manual or chemical means to control weeds as environmental, horticultural, and weather conditions permit.
 - iii. Contractor will maintain a log listing all applications and will have MDS sheets available for each product used on the SEA’s property.
 - iv. The SEA may provide access to a suitable water source on their property for use by Contractor in spray applications.
- j. Fertilization
 - i. Shrubs and ground cover will be fertilized with a recommended analysis (e.g., 8-10-10) containing a balanced minor nutrient package with a minimum 50% slow-release Nitrogen source product. Fertilization typically occurs in spring and fall, according to environmental conditions.
- k. Annual Flowers
 - i. Annual flowers will be changed with selected standard varieties best suited to the seasonal and environmental conditions at the ideal spacing for the plant varieties chosen.
 - ii. Fungicides and insecticides will be applied as needed to maintain healthy planting beds.
 - iii. Annual flower beds will be serviced to remove flowers that are fading or dead (“deadheading”) to prolong blooming time and to improve the general appearance of the plant.

- iv. All soils are to be cultivated after removing and prior to installing new flowers.
- l. Mulch
 - i. Organic mulch will be replenished based on the contract.
- m. Irrigation Coordination
 - i. Coordinate with SEA Irrigation Contractor
 - ii. Visually inspect for hot spots and line breaks during each visit.
 - iii. Irrigation rotors and spray nozzles will be kept free of plant material to ensure proper performance.
 - iv. Contractor will promptly inform SEA of minor nozzle adjustments and cleaning, timer adjustments, and any system malfunction or deficiencies.
- 2. Additional Services
 - a. Contractor will provide routine services (such as plant material replacement), special services, and/or landscape enhancements over and above the Contract Performance Specifications at an additional charge with written approval from an authorized management representative of the SEA.



Ridge Ave

P Green 22

1121

515

Lots Green 21 & Green 22

65

1030
Green 21
Temporarily closed

PoGoH Bike
Share Station

Allegheny Ave

Walker

Google Maps

Lot Green 23

Ave

Ridge Ave

Ridge Ave

Fontella

St

Ridge



P Gold 1 Garage

P Gold Lot 1

Gold Lot 1

Gold Lot 1

Gold Lot 2

W General Robinson St

W General Robinson St

Art Rooney Ave

Three Rivers Stadium Home Plate

Immaculate Reception

Exposition Park home plate site of the first...

First World

Gold Lot 2 P



Reedsdale St

Reedsdale St

West Gen Garage

Dorsett Dr has small bushes -
remainder of area is weed mitigation

P Red Lot 5A Parking

West General Robinson
Street Garage

P Red 5 Garage

W General Robinson St

Robinson St

Dorsett Dr

Weed Mitigation



Martindale St

DL Clark Building

P Red Lot 7B

P Red Lot 7A

65

65

Red Lot 7C P

Reedsdale St

Reedsdale St

Reedsdale St

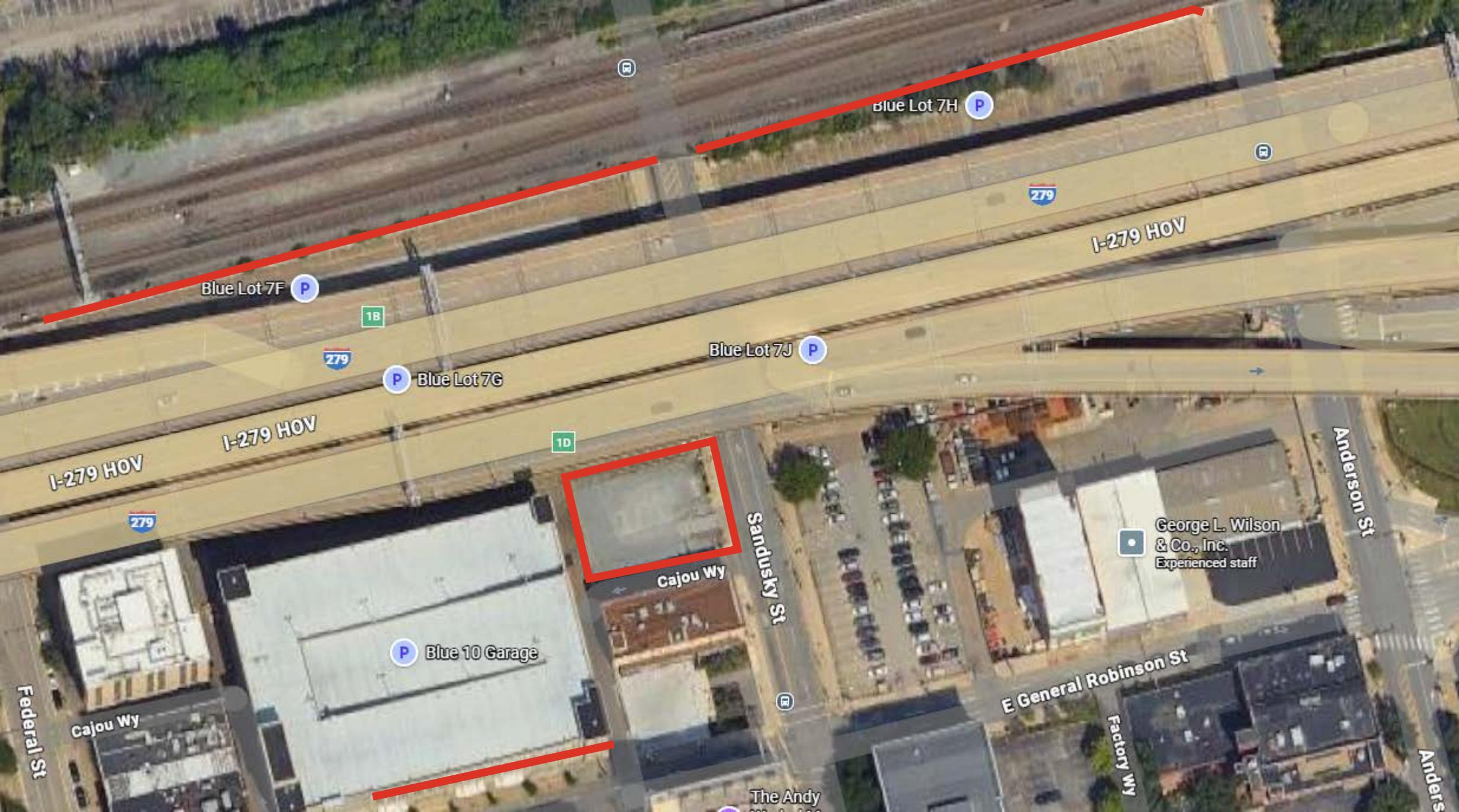
Reedsdale St



Red 7A



Red 7B



Blue Lot 7F P

Blue Lot 7H P

1B

P

Blue Lot 7G

Blue Lot 7J P

1D

Cajou Wy

Sandusky St

P

Blue 10 Garage



George L. Wilson & Co., Inc.
Experienced staff

E General Robinson St

Anderson St

Factory Wy

The Andy

Federal St

Cajou Wy

Anders

I-279 HOV

I-279 HOV

I-279 HOV

279

279

279

R

P

R

R

Lower Hill South Lot

PPG Paints Arena
Parking South Lot





Wylie Ave

arena

Fullerton St

Fullerton St

Lower Hill
Fullerton
Lots

1215

Logan St

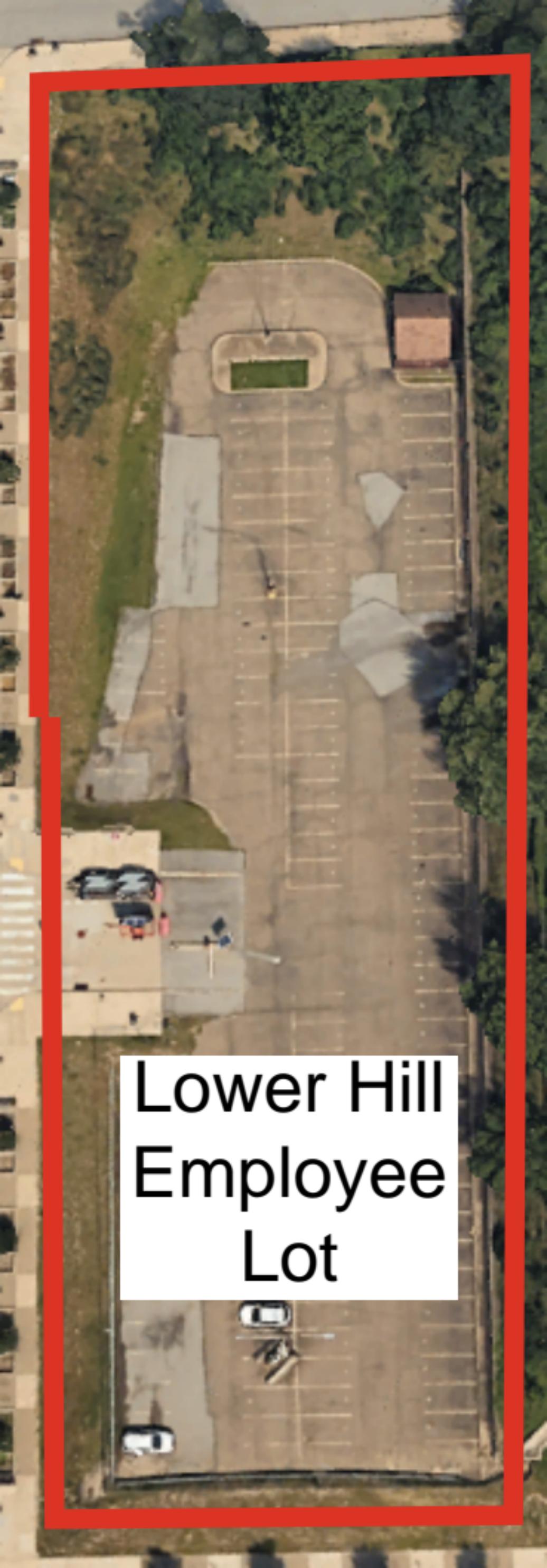
66

PP
Full

An aerial photograph of a large, rectangular parking lot. The lot is filled with rows of parking spaces, many of which are empty. A prominent red outline highlights a large, irregularly shaped section of the lot, primarily on the right side. The surrounding area includes a road with a crosswalk, some trees, and a building. The text 'Lower Hill East Lot' is overlaid on the bottom right of the red-outlined area.

**Lower
Hill
East Lot**

PPG Paints Arena Parking East

An aerial photograph of a large, rectangular asphalt parking lot. The lot is mostly empty, with a few cars parked at the bottom. There are several large, light-colored rectangular objects, possibly construction materials or equipment, scattered across the lot. A small, rectangular building is visible at the top right corner. The lot is surrounded by green trees and grass. A thick red border frames the entire image.

Lower Hill Employee Lot

Tribute to Children
Law Enforcement Officer Memorial

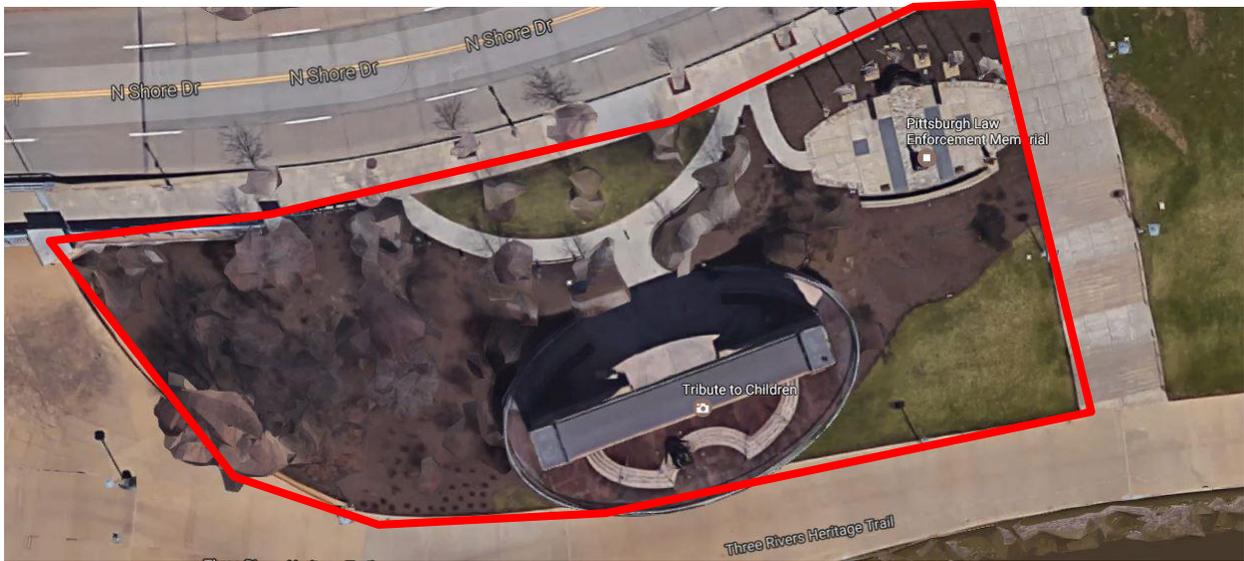


EXHIBIT “B”

**SAMPLE INDEPENDENT CONTRACTOR
AGREEMENT**

#53707

**SAMPLE INDEPENDENT CONTRACTOR AGREEMENT
for SERVICE AND MAINTENANCE**

This INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made as of MONTH/DAY/YEAR, (the "Effective Date") by and between **Sports & Exhibition Authority of Pittsburgh & Allegheny County, Stadium Authority of the City of Pittsburgh (the "Authorities")**, a public instrumentality of the Commonwealth of Pennsylvania, organized and existing under the Sports and Exhibition Authority Act, 16 Purdon's Stats. 5501-A, et seq., as amended, having its principal place of business at 171 10th Street, 2nd Floor, Pittsburgh, PA 15222 and SERVICES OR OPERATING COMPANY NAME, having its principal place of business at ADDRESS (the "Contractor").

WHEREAS, the Authority is primarily responsible for the maintenance and operation of the NAME OF FACILITY; and

WHEREAS, the Authority has requested the Contractor to provide certain services to the Authority;

WHEREAS, Contractor has special skills and talents that will be of benefit and assistance to the Authority; and

WHEREAS, the Contractor is willing to provide services to the Authority under the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the foregoing and of the promises and mutual agreements and covenants hereinafter set forth, the Authority and the Contractor, intending to be legally bound, do hereby agree as follows:

1. Performance of Services. Pursuant to such terms as set forth in this Agreement, the Contractor will provide the materials and services to the Authority that are specifically set forth on Exhibit A attached hereto and incorporated herein by this reference. (All of the materials and services to be furnished by Contractor under this Agreement are sometimes collectively referred to as the "**Work**".) The services to be performed by the Contractor will be performed subject to all of the following conditions:

A. The Contractor shall complete Contractor's services under this Agreement in a timely manner, time being of the essence to this Agreement. The Work will be completed by _____.

B. In the performance of the Work under this Agreement, the Contractor will coordinate the Work with, and report the ultimate results of the Contractor's work to the following person or persons, who shall act as the project manager:
_____.

C. The Contractor represents that the Contractor is fully trained for the Work to be rendered and that the Contractor has the expertise to fulfill its obligations under this Agreement.

D. The Contractor is responsible for hiring, supervising and paying any personnel the Contractor chooses to engage for the performance of the Work and shall obtain the agreement of all such personnel to be bound by the Contractor's obligations under this Agreement.

E. The Authority has the right, without restriction, to obtain any third party's services that are similar to or identical to the services provided by the Contractor under this Agreement, both during the term of this Agreement and thereafter.

2. Fees for Services Rendered. The Authority will pay to the Contractor for the Work CHOOSE LUMP SUM, TIME AND MATERIALS OR GMP PAYMENT

1. a lump sum amount of \$ _____ which will be paid at the times and in amounts listed on Exhibit B attached hereto and incorporated herein, Contractor hereby agreeing to complete the Work for such lump sum.

2. a sum not to exceed _____ Dollars (\$ _____), which will be paid based upon time worked and materials provided as listed on Exhibit B attached hereto and incorporated herein,

3. a sum not to exceed \$ _____ which will be paid based upon schedule, time worked and materials provided, as listed on Exhibit B attached hereto and incorporated herein, Contractor hereby agreeing that it will complete the work for such sum.

This contract amount includes all costs, materials and expenses unless otherwise clearly and explicitly agreed. To the extent that reimbursement of out of pocket costs or expenses are authorized, such reimbursements will be made in accordance with Owner standard reimbursement requirements, which requirements are set out in the Authority Expense Reimbursement Policy, available for viewing at the Authority website (www.pgh-sea.com) under the tabs, INFO CENTER/Frequently Requested Information.

4. If this Agreement is terminated for any reason prior to the completion of the Work to be performed hereunder, as permitted under Section 9, the contract amount payable to the Contractor under this Section 2 will be based upon work actually performed, as determined by the Authority in its discretion, to the date of termination.

Payments made by Authority hereunder require the approval of the project manager. All payments due to Contractor under this Agreement will be made pursuant to a schedule and procedures approved by Authority and in a timely manner, as required by applicable law. Consultant will provide with its final invoice, the names, addresses and federal identification numbers of subconsultants and subcontractors used for the Work, the nature of each subconsultant's or subcontractor's Work and the amounts paid per calendar year of the Work.

3. Other Representations and Warranties of the Contractor. The Contractor further represents and warrants to the Authority as follows:

A. The Contractor is a corporation and is duly organized, in good standing and validity existing under the laws of the State of _____.

B. The Contractor has the full and unrestricted right and authority to enter into this Agreement and this Agreement constitutes the valid, binding and enforceable obligation of the Contractor, enforceable in accordance with its terms.

C. No contract or commitment has heretofore been made by the Contractor or otherwise applies to the Contractor, which is in conflict with the terms herein.

D. The execution, delivery and performance of this Agreement will not result in any breach of or constitute a default under any other contract or commitment of the Contractor.

E. The undersigned officers executing this Agreement on behalf of the Contractor are duly authorized to obligate the Contractor to perform and deliver the services to be provided by the Contractor under this Agreement.

4. Independent Contractor. The Contractor acknowledges that the Contractor will perform the Work as an independent contractor, and not as an employee, of the Authority, and will have no authority to bind the Authority in any respect. The Authority acknowledges that the Contractor has the right to perform services for others during the term of this Agreement. The Contractor shall be responsible for the independent performance of its obligations under this Agreement, and shall not be subject to the Authority's direction and control as to the means utilized by the Contractor to accomplish such task. As an independent contractor, the Authority will not deduct from any compensation paid to the Contractor under this Agreement any income taxes, employment taxes or social security taxes, or any other deductions required from employees under any federal, state or local statutes, rules, regulations or ordinances, or make any payments of social security, unemployment or similar taxes with respect to the Contractor. The Contractor is responsible for paying all applicable taxes and other expenses incurred by the Contractor in connection with the services provided under this Agreement, and the employees of the Contractor under this Agreement are not entitled to any benefits of any kind whatsoever that the Authority provides or may provide to its employees, such as paid vacation, sick leave, bonuses, retirement plan coverage, or any other fringe benefits. In addition, the Authority will not provide any insurance coverage, such as group health or life insurance or workers' compensation coverage, nor will it make contributions to any unemployment compensation fund on behalf of the Contractor. The Contractor will be responsible for all such coverage and costs. The Contractor agrees not to assert in any judicial or administrative proceeding that its employees are employees of the Authority with respect to the Work.

5. Intellectual Property. The Contractor acknowledges that the Authority is a public instrumentality of the Commonwealth of Pennsylvania, and following payment to the Contractor for the Work, the Authority will have no obligation to make further payments to the Contractor for the use of any copyrights or other intellectual property pertaining to the Work performed under this Agreement, and that this Agreement does not

provide any such right to the Contractor. Upon payment to the Contractor for all Work, the Authority shall have the right, license and privilege to make use of the Work performed, and materials furnished, in connection with the project for which this Work was developed. Ownership of any intellectual property materials that may be incorporated into any documents or materials developed under this Agreement may be used by the Authority in connection with the project as contemplated by this Agreement, but will otherwise remain the property of the Contractor.

6. Confidentiality. In the course of providing services hereunder, the Contractor may acquire certain information regarding the Authority and its operations and in particular the operations of the NAME OF FACILITY. Except to the extent that such information is clearly public information by reason of having disclosed at a public meeting of the Authority or is otherwise in the public domain, all information received by the Contractor with respect to the performance of the services contemplated herein, including without limitation, information related to the services described herein, shall be kept by the Contractor in the strictest confidence, and shall not be disclosed to any third party without the express prior written consent of the Authority at any time, whether during the term of the Agreement, or after its termination.

7. Term. This Agreement will have a term which expires on the completion of the Work, but no later than the date set forth in Section 1A above, subject to earlier termination as provided herein and all of the terms and conditions set forth herein, unless extended by subsequent written agreement of the parties hereto.

8. Additional Matters.

A. All Contractor's personnel assigned to this project shall be subject to the prior approval of the Authority and shall not be replaced without the prior written approval of the Authority. Should the Authority at any time and at its sole discretion, find any of the Contractor's personnel assigned to the project to be unacceptable, Contractor shall promptly, at its sole expense and risk, and upon written request of the Authority, reassign such personnel to other work of Contractor and undertake its responsibilities hereunder with other personnel acceptable to Authority.

B. It is understood and agreed that Contractor shall provide full disclosure of its business matters that may relate to potential conflicts of interest with the project and that Contractor shall not enter into other agreements that would jeopardize its relations with the Authority by supervising/auditing its own work, by gaining competitive advantage as a vendor or bidder, or by other apparent conflicts of interest. Contractor shall, upon Authority's request, allow Authority to view any contract Contractor has with any party that is related in any manner to the operations of the Authority at the NAME OF FACILITY.

C. Contractor agrees to maintain at its own expense complete and accurate records as they relate to this project, in Authority approved format and in accordance with Authority record retention policy, of hours actually worked, rates actually paid, and approved expenses incurred in the performance of services pursuant to the terms

of this Agreement. Originals of such records shall be available for viewing and copies will be provided, at Contractor's expense, to Authority upon request, and will be the property of Authority. Contractor will retain all records relating to this Agreement for a period of five (5) years after completion of the Work.

D. Contractor understands that he or she or it may not start any work without a written Notice to Proceed issued by the Authority and that any work undertaken by the Contractor that is not within the scope of this Agreement or undertaken without written authorization by the Authority is at the Contractor's own risk.

9. Termination.

A. Termination by the Authority. The Authority may terminate this Agreement, upon written notification by the Authority to the Contractor, if (1) the Contractor is involved in any publicity deemed to be sufficiently unfavorable in the sole discretion of the Authority as to destroy or substantially diminish the value of the Contractor's services provided to the Authority hereunder for the purposes contemplated by this Agreement, (2) the Contractor has engaged in conduct which has injured or may injure the business or reputation of the Authority or otherwise adversely affect its interests, or (3) the Authority, in its discretion, determines that it should be terminated for the convenience of the Authority. Upon delivery to the Contractor of such notice, together with payment of any accrued and unpaid fees under Section 2 hereof to the date of termination of this Agreement, all obligations of the Authority hereunder will forthwith terminate. If (4) the Authority determines, in its sole discretion, that the Contractor has not performed any services under this Agreement to the Authority's satisfaction, or (5) the Contractor has violated any of the agreements, covenants, terms or conditions hereunder, the Authority will provide written notice to the Contractor of such determination or violation, the Contractor will have a period of seven (7) days from the date of such written notice to correct the Contractor's performance or violation. On or before the expiration of such seven (7)-day period, the Contractor will provide written verification to the Authority that such performance or violation has been corrected and all other related matters have been resolved. If the Authority determines, in its sole discretion, that the Contractor has not satisfactorily corrected such performance or violation and resolved all related matters, the Authority may immediately terminate this Agreement. Upon payment of any accrued and unpaid fees under Section 2 hereof to the date of termination, all obligations of the Authority under this Agreement will forthwith terminate, and the Authority will have such rights and remedies as are set forth in Section 12 below.

B. Termination by the Contractor. This Agreement may not be terminated by the Contractor, except in the event of a material default by the Authority and with not less than thirty (30) days prior written notice with the Authority being given such opportunity to cure as is reasonable under the circumstances.

C. Expiration of Agreement Term. If this Agreement terminates upon expiration of the term as defined in Section 7 hereof, upon payment of any accrued and unpaid contract amount under Section 2 hereof to the date of termination, all obligations of the Authority hereunder will forthwith terminate.

D. Survival of Obligations. The rights and obligations of the parties under the following sections of this Agreement will continue notwithstanding termination of this Agreement for any reason: Section 4 (pertaining to independence of contractor), Section 5 (pertaining to intellectual property), Section 6 (pertaining to confidentiality), Section 8C (pertaining to record keeping), Section 10 (pertaining to indemnification and insurance), Section 11 (pertaining to sovereign immunity), and Section 12 (pertaining to remedies).

10. Indemnification and Insurance. The Contractor will indemnify, protect, defend and hold harmless the Authority, the City of Pittsburgh, the County of Allegheny, the Commonwealth of Pennsylvania and their successors, assigns, members, directors, officers, attorneys, employees and agents from and against any and all claims, counterclaims, demands, damages, losses, liabilities, actions and causes of action, costs and expenses, whatsoever, including but not limited to attorney's fees ("**Claims**") sustained by the indemnified persons or parties and resulting from or arising out of the negligent acts, errors, or omissions of the Contractor or its subcontractors in the performance of the services rendered under this Agreement. Unless waived in writing by the Authority, the Contractor will maintain liability insurance, including automobile liability insurance, related to its activities under this Agreement in an amount not less than Two Million Dollars (\$2,000,000) per occurrence and in the aggregate together with an umbrella policy in the amount of Five Million Dollars (\$5,000,000). The Contractor will further maintain workers' compensation insurance, with respect to any employees of Contractor performing work related to this Agreement. The Contractor will, upon the request of the Authority, deliver certificates of insurance to the person(s) identified in Section 1B above, which certificates will evidence required coverage, will further name the Authority, the City of Pittsburgh, Allegheny County, the Commonwealth of Pennsylvania, and _____ or any other party designated by the Authority, as an additional insured parties on general liability coverage. An Actual Notice of Cancellation endorsement will be delivered that will provide that coverage cannot be canceled except upon not less than thirty (30) days prior written notice to the Authority. All insurance other than employment practices liability insurance shall be pursuant to an occurrence basis policy (rather than claims made policy). All insurance carriers hereunder shall be rated at least "A" in the AM Best Guide. All liability insurance shall be primary and non-contributory. Contractor waives all rights against Authority for damages caused by any peril covered by insurance provided hereunder. All insurance policies required hereunder shall permit and recognize such waivers of subrogation.

11. Waiver of Claims and Release of Liability. Contractor acknowledges that the Authority is a public instrumentality of the Commonwealth of Pennsylvania, and may possess sovereign immunity of the Commonwealth, except to the extent waived by the General Assembly of the Commonwealth. Therefore, to the fullest extent permitted by law, Contractor hereby, except to the extent of its right to payment under the terms of this Agreement:

A. waives any and all claims or causes of action for all losses, claims or damages of any kind that Contractor may sustain, or has or may have in the future against the Authority, and its respective, successors, assigns, members, officers, directors, agents,

employees, attorneys and other representatives of the Authority (the "Released Parties") and any of them resulting from the services provided by Contractor under this Agreement; and

B. releases the released parties from any and all liability for any loss, damages, or expenses that Contractor sustains arising in any manner whatsoever from the performance of services under this Agreement due to any cause and in all cases on the part of any or all of the Released Parties in connection with the performance of services by Contractor under this Agreement, except to the extent that such loss, damage or expense is caused by the gross negligence or willful misconduct of the Authority.

5. It is the intention of the parties that the waiver of claims and release of liability under this Section 11 will be enforceable to the fullest extent permitted under applicable law, but that the unenforceability (or modification to conform to such law) of any provision of this Section 11 will not render unenforceable, or impair, the remainder of this Section 11. If any provision, provisions or language of this Section 11 is deemed invalid or unenforceable, either in whole or in part, this Section 11 will be deemed amended to delete or modify, as necessary, the offending provision, provisions or language and to alter the bounds of the provision, provisions or language in order to render it valid and enforceable.

12. Remedies. In the event of a breach by Contractor of the terms of this Agreement, which is not corrected by Contractor within the period provided in Section 9A hereof, the Authority will be entitled, if it so elects, to institute legal proceedings to obtain damages for any such breach, or to enforce the specific performance of this Agreement by Contractor, or to enjoin Contractor from any further violation of this Agreement, and to exercise such other remedies cumulatively or in conjunction with all other rights and remedies provided by law. Contractor acknowledges, however, that the remedies at law for any breach by Contractor of the provisions of this Agreement may be inadequate and that the Authority will be entitled to equitable, including injunctive relief against Contractor in the event of any breach. Contractor acknowledges that venue of any actions arising out of this Agreement will lie solely in either (1) the Court of Common Pleas of Allegheny County, Pennsylvania, (2) the Commonwealth Court of Pennsylvania, or (3) the United States District Court for the Western District of Pennsylvania. Contractor hereby waives any right to assert that any such Court is an inconvenient forum, and agrees that the subject matter of this Agreement has a sufficient connection with a major public project in the City of Pittsburgh, Allegheny County, Pennsylvania so as to vest jurisdiction in Courts sitting in Allegheny County, Pennsylvania.

13. Assignment. This Agreement is not assignable by the Contractor without the prior written consent of the Authority. This Agreement is assignable by the Authority to another public instrumentality of the Commonwealth of Pennsylvania without the prior written consent of the Contractor.

14. Governing Law. This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, without regard to any such laws relating to choice or conflict of laws.

15. Severability. In case any term of this Agreement is held invalid, illegal, or unenforceable in whole or in part, neither the validity of the remaining part of such term, nor the validity of any other term of this Agreement, will in any way be affected thereby unless the Authority, in its sole discretion, determines that the deletion of such term is critical to the nature of this Agreement, in which event this Agreement will be terminable forthwith by the Authority.

16. Amendments. The provisions of this Agreement may be amended, as to any particular transaction or otherwise, only by an instrument in writing executed by or on behalf of all the parties hereto.

17. Entire Agreement. This Agreement, together with any attached Exhibits and Appendices, contains the entire understanding among the parties and supersedes any prior understanding and agreements among them regarding the within subject matter. There are no representations, agreements, arrangements or understandings, oral or written, between the parties hereto relating to the subject matter of this Agreement which are not fully expressed herein. If there is any conflict between the body of this Agreement and any Exhibit or Appendix to this Agreement, the terms of this Agreement will prevail.

18. Waiver. The failure of either party to insist in any one or more instances upon performance of any term, covenant or condition of this Agreement shall not be construed as a waiver of future performance of any such term, covenant or condition, but the obligations of either party with respect to such term, covenant or condition shall continue in full force and effect.

19. Counterparts, Section Headings. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. The section headings of this Agreement are for convenience of reference only and shall not affect the construction or interpretation of any of the provisions hereof.

20. Notices. All notices and other communications hereunder will be in writing and will be deemed to have been duly given if hand-delivered, mailed by certified or registered mail, or sent by express delivery such as Federal Express or similar service, to the Contractor or the Chairman of the Authority at the addresses set forth at the beginning of this Agreement or to such other address as any party hereto designates to the other party in writing. The date of any notice or other communication will be the date of mailing, if mailed by certified or registered mail or the date delivered, if hand-delivered.

21. Law and Policy. Contractor will perform this contract in compliance with applicable law. In connection with this contract, Contractor will not discriminate against any employee or applicant or subcontractor because of race, color, religion, sex (including pregnancy, childbirth and related medical conditions), age, national origin, sexual orientation, gender identity or expression, disability, or marital status. Contractor has not and shall not directly or indirectly give or promise or offer to give anyone a gratuity in connection with this or any other contract with the Authority. Neither Consultant nor any members of the team assigned by Contractor to this Agreement is under suspension or

debarment in the Commonwealth of Pennsylvania or any other state or the federal government. Neither Contractor nor any subcontractor working for Contractor on this Agreement is under suspension or debarment in the Commonwealth of Pennsylvania or any other state or the federal government. Contractor by execution of this Agreement certifies that it has no outstanding tax liability to the Commonwealth of Pennsylvania or the City of Pittsburgh or the County of Allegheny. The Contractor acknowledges that misrepresentations contained in this paragraph or its failure to maintain compliance with the representations made in this paragraph throughout the terms of this Agreement may be considered as material breaches of this Agreement. Contractor and its subcontractors shall take no action that would create labor disharmony or contribute to any work stoppage, strike, picketing, labor disruption or dispute or which would interfere in any way with Licensor's operation of the Property.

22. MBE/WBE Plan. Contractor will make a good faith effort to include minority business enterprise and women business enterprise participation in accordance with the goals of the Authority. (It is the goal of the Authority that twenty-five percent (25%) of the contract amount be expended for participation by Minority Business Enterprises and ten percent (10%) of the contract amount be expended for participation by Women Business Enterprises.) Contractor hereby acknowledges its understanding of these goals as described on Exhibit C attached hereto and made a part hereof. Contractor will adhere to the MBE/WBE utilization plan attached hereto as Attachment B to Exhibit C and will submit a report of MBE/WBE utilization in the form attached hereto as Attachment C to Exhibit C with each invoice.

23. Workforce Diversity. The Authority values a diverse workforce at its facilities. Contractor agrees to make a good faith effort to promote diversity in the workforce assigned to perform services pursuant to this Agreement.

24. Successors and Assigns. Subject to Section 13 above, this Agreement shall be binding on the successors and assigns of the parties.

THE CONTRACTOR ACKNOWLEDGES THAT THE CONTRACTOR HAS READ AND UNDERSTANDS THE FOREGOING PROVISIONS AND THAT SUCH PROVISIONS ARE REASONABLE AND ENFORCEABLE. THE CONTRACTOR UNDERSTANDS AND ACKNOWLEDGES THAT UPON EXECUTING THIS AGREEMENT THE CONTRACTOR IS WAIVING CLAIMS AND LEGAL RIGHTS, INCLUDING RIGHTS AGAINST THE RELEASED PARTIES, AND RELEASING LIABILITY.

CONTRACTOR FEDERAL ID NO. _____
CONTRACTOR CITY OF PITTSBURGH TAX ID NO. _____

IN WITNESS WHEREOF, the parties hereto have duly executed or caused to be duly executed this Agreement as of the day and year first above written.

WITNESS/ATTEST:

[Name of Contractor]

By: _____
Name: _____
Title: _____

WITNESS: **SPORTS & EXHIBITION**
AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY

Name: _____
Title: _____

By _____

EXHIBIT “C”
MINORITY AND WOMEN BUSINESS ENTERPRISE
PARTICIPATION

EXHIBIT C

SPORTS & EXHIBITION AUTHORITY OF PITTSBURGH AND ALLEGHENY COUNTY STADIUM AUTHORITY OF THE CITY OF PITTSBURGH

Minority and Women Business Enterprise Participation

The Authorities requires that all contractors and subcontractors¹ shall demonstrate a good faith effort to obtain the participation of Minority and Women Business Enterprises in work to be performed for the Authorities. It is the goal of the Authorities that twenty-five percent (25%) of the contract amount be expended for participation by Minority Business Enterprises and ten percent (10%) of the contract amount be expended for participation by Women Business Enterprises. The Minority and Women Business Enterprise participation of the contract shall be subject to the review of the Equal Opportunity Review Commission of Pittsburgh.

“Minority Business Enterprise” (MBE) and “Women Business Enterprise” (WBE) means businesses certified as such by Pennsylvania Unified Certification (including Allegheny County, Port Authority of Allegheny County, Pennsylvania Department of Transportation) or the U.S. Small Business Administration. The MBE/WBE must be certified for the specific type of work it will be responsible for in connection with the contract. The certification must be current throughout the time the MBE/WBE will be doing work under the contract.

The bidder/proposer must demonstrate to the Authorities that it has made a diligent good faith effort to meet the Authorities’ goals for MBE and WBE participation in the contract work.

MBE and WBE participation may be achieved by any combination of the following:

- a. Direct (prime) contract with MBE or WBE. If the direct (prime) contractor is an MBE or WBE, participation shall be the full amount of the contract.
- b. Subcontract for work on the project. If work is subcontracted to Minority and/or Women Business Enterprises, participation for this element shall be the total amount of subcontracts with MBE/WBEs for work on the project.
- c. It is the intent of the SEA, for all qualified MBE/WBE companies to have an opportunity on this project in some capacity. Subcontractors who “sub out” more than 50% of the work assigned will only receive credit for the amount of work self-performed.
- d. Supply contracts for the project. If materials are purchased from Minority and/or Women Business Enterprises, participation for this element shall be 2% of the amount of the purchase order unless evidence acceptable to the Authorities is submitted that the broker or supplier is acting as a “full service supplier” on this job and in such case the credit shall be 60% of the dollar value of the purchase order. Evidence to be submitted to qualify as a

¹ “Contractor” refers to the contractor under a construction contract or service contract.

“full service supplier” should include warehouse or storage capacity, inventory records, agreements with manufacturers, ownership of material handling or delivery equipment and demonstration of fiscal responsibility on previous sales.

Whether the contractor undertook the following actions, among others, will be considered in determining if a good faith effort to obtain participation has been made:

- i) attended pre-bid/pre-proposal meetings to inform MBE/WBE’s of subcontracting opportunities,
- ii) advertised in general, trade, and minority focused media,
- iii) provided timely written notice to a reasonable number of MBE/WBE’s,
- iv) followed up the initial solicitations by contracting MBE/WBE’s to determine interest,
- v) selected or reduced the size of specific contract parts to facilitate MBE/WBE participation,
- vi) provided interested MBE/WBE’s with plans, specifications, and contract requirements,
- vii) negotiated in good faith with interested MBE/WBE’s,
- viii) made efforts to provide bonding, line of credit, or insurance assistance to interested MBE/WBE’s,
- ix) utilized the services of available minority community organizations and other organizations that provide assistance in the recruitment and placement of MBE/WBE’s,
- x) utilized the services of the office of the Equal Opportunity Review Commission of Pittsburgh to provide assistance in the recruitment and placement of MBE/WBE’s.

Documentation in the form of letters, meeting notes, copies of advertisements, etc. will be required to confirm these efforts.

Attention is directed to the following:

- a. The bidder/proposer must submit with the bid/proposal the “Certificate of Minority and Women’s Business Enterprise Participation” form attached hereto as Attachment A (including Schedule A), properly filled out and signed in ink. Failure to submit this signed certification as part of the bid/proposal is grounds for rejection of the bid/proposal.
- b. Prior to award of the contract but within 24 hours of being notified that it is the apparent successful bidder/proposer, the chosen contractor shall submit to the Authorities its participation plan (the Minority and Women’s Participation Plan), in the form of Attachment B hereto. The chosen contractor shall meet with the Authorities to discuss the implementation of the plan. The chosen contractor’s Minority and Women’s Participation Plan must be approved by the Authorities before the contract is awarded. Implementation of the approved plan shall be a contract obligation.
- c. During the course of construction (or performance of services under a service contract), the contractor shall submit monthly reports on the form attached hereto as Attachment C detailing MBE/WBE participation in the contract compared with the approved plan. Prior

approval by the Authorities will be required for any change in the Minority and Women's Participation Plan. The contractor's compliance with the approved Minority and Women's Participation Plan shall be monitored by the Authorities. The Authorities may consider failure of the contractor to make a good faith effort to fulfill its obligations with respect to its Minority and Women's Participation Plan during the term of the contract as a material breach of the contract.

ATTACHMENT A

Certificate of Minority and Women Business Enterprise Participation

The undersigned bidder/proposer certifies that it understands and agrees to actively solicit the participation of Minority and Women Business Enterprises in all work to be performed (including the purchasing of goods or equipment) under this contract, and to make a diligent good faith effort to achieve the minority and women’s participation goals of the Authorities.

The bidder/proposer further certifies that the attached Schedule A - “MBE/WBE Solicitation Statement” details its efforts regarding the solicitation and utilization of Minorities and Women Business in the work to be performed under this contract.

The bidder/proposer further certifies that it understands that prior to award of this contract a written Minority and Women’s Participation Plan, using Attachment B - “MBE/WBE Participation Plan,” must be submitted by bidder/proposer and approved by the Authorities.

Failure of the bidder/proposer to comply with these conditions or failure to sign and submit this Certificate and Schedule A with the bid/proposal is grounds for disqualification of the bid/proposal.

Name of Bidder/Proposer _____

By (signed) _____

Title _____

Date _____

Schedule A
MBE/WBE SOLICITATION STATEMENT

Failure to complete this form and submit it with bid/proposal is grounds for rejection of this bid/proposal.

NAME OF BIDDER/PROPOSER: _____

ADDRESS: _____

TELEPHONE: _____

EMAIL: _____

CONTACT PERSON: _____

BID or PROPOSAL PACKAGE/CONTRACT: _____

List Certified MBE/WBE Companies that you have solicited in reference to this contract.

#	MBE/WBE Company Name and Address	Certification Agency and Certification Number	MBE (x)	WBE (x)	Contact Person	Phone/Email	Date Contacted		Potential MBE/WBE Contract Amount (\$)	Form of Participation				Potential MBE Credit Amount (\$)	Potential WBE Credit Amount (\$)
							By Phone	By Mail		Prime (x)	Sub (x)	Full Service Supplier (x)	Broker (x)		
1	_____														
2	_____														
3	_____														
4	_____														
5	_____														

Prepared by: _____

Title: _____

Phone: _____

**Attachment B
MBE/WBE PARTICIPATION PLAN**

PROJECT LOCATION:
 BID or PROPOSAL PACKAGE/CONTRACT:
 PRIME CONTRACTOR:

PRIME CONTRACT AMOUNT:

*Changes to prime contract amount require amendments to MBE/WBE Participation Plan

#	MBE/WBE Company Name and Address	Certification Agency and Certification Number	Specific Description of Work to be Provided	MBE (x)	WBE (x)	MBE/WBE Contract Amount (\$)	Form of Participation					MBE Credit Amount (\$)	WBE Credit Amount (\$)	MBE Credit Percentage (%)	WBE Credit Percentage (%)
							Prime (x)	Sub (x)	Supplier (x)	Full Service (x)	Broker (x)				
1	<hr/> <hr/> <hr/>														
2	<hr/> <hr/> <hr/>														
3	<hr/> <hr/> <hr/>														
4	<hr/> <hr/> <hr/>														
5	<hr/> <hr/> <hr/>														

Total MBE/WBE Contract Amount (\$)

Total MBE Credit Amount (\$)	Total WBE Credit Amount (\$)	Total MBE Credit Percentage (%)	Total WBE Credit Percentage (%)

Exhibit D

Workforce Diversity Information

(Use with RFP's) For Excel version send request to Project Manager and ask for document #60027

Name of Proposer: _____															
Report for Payroll Period 20__:															
Total Workforce															
Classification	All Employees		Black (Non-Hispanic)		Hispanic		Native American or Alaskan Native		Asian or Pacific Islander		Total Minority	Total Female	Total All Employee	% Minority	% Female
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female					
Executive/Sr. Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
First/Mid Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
Professionals											0	0	0	#DIV/0!	#DIV/0!
Technicians											0	0	0	#DIV/0!	#DIV/0!
Sales Workers											0	0	0	#DIV/0!	#DIV/0!
Administrative Support															
Other:															
Other:															
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!
Workforce Performing Proposed Project*															
Classification	All Employees		Black (Non-Hispanic)		Hispanic		Native American or Alaskan Native		Asian or Pacific Islander		Total Minority	Total Female	Total All Employee	% Minority	% Female
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female					
Executive/Sr. Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
First/Mid Officials & Managers											0	0	0	#DIV/0!	#DIV/0!
Professionals											0	0	0	#DIV/0!	#DIV/0!
Technicians											0	0	0	#DIV/0!	#DIV/0!
Sales Workers											0	0	0	#DIV/0!	#DIV/0!
Administrative Support															
Other:															
Other:															
TOTAL	0	0	0	0	0	0	0	0	0	0	0	0	0	#DIV/0!	#DIV/0!

Report dated _____ prepared by _____ on behalf of _____

Signature _____

Completed form to be returned with response to RFP. When completing the form, please add additional categories or strike categories as appropriate for your business.

*Describe by estimated hours to be devoted to the project by each described employee

IM#60027

EXHIBIT D Pricing

LANDSCAPE MAINTENANCE SERVICES PRICING SHEET MONUMENTS																			
Description of Services	Year 1	Year 2	Year 3	Total 3 Years															
Spring Clean-Up				\$0.00															
Weed Control				\$0.00															
Pruning				\$0.00															
Fall Clean-Up				\$0.00															
Annual Planting				\$0.00															
Debris Control				\$0.00															
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00															
	<table border="1"> <thead> <tr> <th></th> <th>Per Unit Costs</th> <th></th> </tr> </thead> <tbody> <tr> <td>Labor</td> <td></td> <td>Per Hour</td> </tr> <tr> <td>Annuals</td> <td></td> <td>Each</td> </tr> <tr> <td>Perennials</td> <td></td> <td>Each</td> </tr> <tr> <td>Mulch</td> <td></td> <td>Cubic Yard</td> </tr> </tbody> </table>					Per Unit Costs		Labor		Per Hour	Annuals		Each	Perennials		Each	Mulch		Cubic Yard
	Per Unit Costs																		
Labor		Per Hour																	
Annuals		Each																	
Perennials		Each																	
Mulch		Cubic Yard																	

LANDSCAPE MAINTENANCE SERVICES PRICING SHEET GARAGES & LOTS																			
Description of Services	Year 1	Year 2	Year 3	Total 3 Years															
Beginning-of-Season Clean-up				\$0.00															
Quarterly Visits				\$0.00															
End-of-Season Clean-Up				\$0.00															
TOTALS	\$0.00	\$0.00	\$0.00	\$0.00															
	<table border="1"> <thead> <tr> <th></th> <th>Per Unit Costs</th> <th></th> </tr> </thead> <tbody> <tr> <td>Labor</td> <td></td> <td>Per Hour</td> </tr> <tr> <td>Annuals</td> <td></td> <td>Each</td> </tr> <tr> <td>Perennials</td> <td></td> <td>Each</td> </tr> <tr> <td>Mulch</td> <td></td> <td>Cubic Yard</td> </tr> </tbody> </table>					Per Unit Costs		Labor		Per Hour	Annuals		Each	Perennials		Each	Mulch		Cubic Yard
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Mulch		Cubic Yard																	