



Thank you for your interest in the Commonwealth of Pennsylvania's Solicitation For Proposals to lease 13,680 usable square feet of space for the operation of the Capitol Restaurant, located in the East Wing of the Main Capitol North Street and Commonwealth Avenue, Harrisburg, Pennsylvania. The selected tenant will be required to operate the Capitol Restaurant as a "PA Preferred" restaurant serving and promoting Pennsylvania-sourced foods.

Enclosed you will find **Solicitation for Proposals #94409 (SFP)**. The SFP contains information that will guide you in preparing and submitting a proposal.

Proposals must be received in the office of the Bureau of Procurement at the address below no later than **3:30p.m., February 24, 2011**. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the word "FOOD SERVICE PROPOSAL" printed boldly on the front of the envelope. Also show the following information on the front of the envelope: "**SFP #94409, "Due Date – February 24, 2011"**". Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement.

Please be advised that this is a Lease Proposal Solicitation Process. The Commonwealth of Pennsylvania reserves the right to reject any or all proposals, waive any defect or negotiate for better terms. To ensure that your proposal is considered, please be sure to carefully read the whole document and follow all instructions.

If you have any questions concerning the enclosed SFP, please contact Hilary Poepperling, the Issuing Officer at (717) 346-3273 or hpoepperli@state.pa.us.

Bureau of Procurement
6th Floor Forum Place, 555 Walnut Street, Harrisburg, PA 17101
Main Telephone: 717-787-5733

SOLICITATION FOR PROPOSALS # 94409

**LEASE OF SPACE FOR OPERATION OF
THE CAPITOL RESTAURANT IN THE
MAIN CAPITOL - EAST WING**

**HARRISBURG, PENNSYLVANIA
COMMONWEALTH OF PENNSYLVANIA**

Date of Issue: January 21, 2011

Issuing Office:

Department of General Services
Bureau of Procurement
6th Floor Forum Place
555 Walnut Street
Harrisburg, Pennsylvania 17101
(717) 346-3273

SOLICITATION FOR PROPOSALS # 94409

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I. GENERAL INFORMATION FOR PROPOSERS

PURPOSE:

Through this Solicitation for Proposals (SFP), the Department of General Services (DGS) is seeking proposals to lease 13,680 square feet of useable space for the operation of the Capitol Restaurant, in the East Wing of the Main Capitol, Harrisburg, PA for a term of three years beginning March 25, 2011, with two one-year options. The selected tenant will be required to operate the Capitol Restaurant as a "PA Preferred" restaurant serving and promoting Pennsylvania-sourced foods. The restaurant is primarily for Commonwealth employees but is also open to the general public.

ISSUING OFFICE:

The DGS Bureau of Real Estate has issued this SFP for the Commonwealth of Pennsylvania (Commonwealth). The sole point of contact is:

Issuing Officer: Hilary Poepperling
Department of General Services
Bureau of Procurement
6th Floor Forum Place
555 Walnut Street
Harrisburg, PA 17101
Phone: (717) 346-3273
Fax: (717) 214-9505
hpoepperli@state.pa.us

Please refer all inquiries to the Issuing Officer.

SCOPE:

The SFP contains instructions governing the proposals to be submitted, the material to be included, requirements that must be met to be eligible for consideration, and a description of the Commonwealth's and the selected tenant's responsibilities.

RESPONSE DATE:

To be considered, proposals must arrive at the Issuing Office, on or before the date and time specified in the cover letter. **No late proposals will be considered.**

SUBMISSION OF PROPOSALS:

To be considered, interested parties must submit a complete response to this SFP, using the format provided in the "Proposal Requirements" section of this document. Proposers will make no other distribution of their proposals. Proposals must be signed by an official who is authorized to bind the interested party to its provisions. For this SFP, the proposal must remain firm and binding for at least 90 days from the date specified in the cover letter. Moreover, the conditions of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.

Proposers must submit a complete proposal. Failure to include any of the required information or forms will delay evaluation of the proposal and may, at the Commonwealth's sole discretion, result in its rejection.

Proposals must be submitted in a sealed envelope with the words "FOOD SERVICE PROPOSAL" printed boldly on the front of the envelope. Also show the following information on the front of the envelope: SFP # 94409 Due Date – February 24, 2011. Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement.

NOTICE TO PROPOSERS OF COMMITMENT TO SMALL DISADVANTAGED BUSINESSES:

Small Disadvantaged Business Participation

The Commonwealth encourages participation in Commonwealth leases by small disadvantaged businesses as lessees, design professionals, contractors (construction, cleaning, repair, maintenance, for example), and suppliers.

Small Disadvantaged Businesses

"Small Disadvantaged Businesses" are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes: 1) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority businesses enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and 2) Small Disadvantaged Businesses, as determined under the rules and regulations established by the United States Small Business Administration; and 3) United States Small Business Administration certified 8(a) Small Disadvantage Business Concerns.

"Small businesses" are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Factor in Proposal Selection

Participation by Small Disadvantaged Businesses may be an important factor in the Commonwealth’s selection of a proposal to provide leased space to the Commonwealth. The amount of consideration given by the Commonwealth for the Disadvantaged Business participation offered by a proposer will be based upon the following in order of priority:

Priority Rank 1	A proposal submitted by a proposer that is a Small Disadvantaged Business.
Priority Rank 2	A proposal submitted by a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	A proposal submitted by a proposer with subcontracting commitments to Small Disadvantaged Businesses. Proposers are encouraged to attain the aspirational goal of 20% participation by Small Disadvantaged Businesses.
No Ranking A proposer that falls into this category MUST provide a written explanation as to why it has not made a specific percentage commitment to Small Disadvantaged Businesses.	A proposal submitted by a proposer that is not a Small Disadvantaged Business and that is not in a joint venture with a Small Disadvantaged Business and that makes no specific commitment to Small Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor, and the succeeding options receiving consideration in accordance with the above-listed priority ranking. For subcontract and supplier commitments, the percentage commitment will be based upon the percentage commitments that the proposer makes to pay to Small Disadvantaged Businesses for construction services, lease term services, other services and/or supplies.

TYPE OF AGREEMENT:

The selected Proposer will be expected to enter into a lease agreement in substantially the same form as attached hereto in Appendix B. The terms and conditions of this SFP and the selected Proposer’s proposal will be incorporated into the lease agreement by reference. All definitions and terms and conditions contained in Appendix B are applicable to this solicitation.

REJECTION OF PROPOSALS:

The Issuing Office reserves the right, in its sole and complete discretion, to reject any proposal received as a result of this RFP.

INCURRING COSTS:

The Issuing Office is not liable for any costs Proposers incur in preparation and submission of its proposal, in participating in the SFP process or in anticipation of award of the lease agreement.

ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the interested party's ability to meet the requirements of the SFP.

PRE-PROPOSAL CONFERENCES:

A pre-proposal conference will be held at **2:00P.M. on February 10, 2011** in a meeting room in close proximity to the Capitol Restaurant, Main Capitol – East Wing, Harrisburg, PA. Although not a mandatory conference, it is strongly encouraged that all interested parties attend this conference. A walk through of the restaurant will be conducted immediately after the pre-proposal conference. Please notify the Issuing Officer that you will be in attendance by contacting Hilary Poepperling at 717-346-3273 or hpoeppe@state.pa.us. Directions to the location may also be obtained from the Issuing Officer

The purpose of this conference is: (1) to clarify any points in the SFP that may not have been clearly understood; (2) to distribute available financial information, including, the revenue generated by the restaurant in recent years; (3) to provide a list of the initial inventory of food service equipment including but not limited to dishware and business equipment; and (4) to provide most current available information on any planned facility upgrades.

Because the building is open to the public, Proposers are able and encouraged to visit the restaurant beforehand. However, during the conference, a walk-through of the facility will be conducted that will give interested Proposers the opportunity to see the equipment, furniture, furnishings, layout, etc. that are not open to the public. Questions should be forwarded to the Issuing Office prior to the meeting to ensure that sufficient analysis can be made before an answer is supplied. Questions may also be asked at the conference. In view of the limited facilities available for the conference, it is requested that representation be limited to four individuals per contractor. Proposers should be aware that, as visitors to the Main Capitol and East Wing, they will be required to pass through security to access the conference location.

The pre-proposal conference is for information only. Answers furnished during the conference will not be official until verified, in writing, by the Issuing Office. All questions and written answers will be issued as an addendum to and become part of this SFP.

BEST AND FINAL OFFERS:

To obtain best and final offers from Proposers whose proposals are determined by the Commonwealth, in its sole discretion, to be reasonably susceptible of being selected for award, the Commonwealth may (a) enter into discussions; (b) schedule oral presentations; and (c) request revised proposals.

QUESTIONS AND ANSWERS:

If a Proposer has any questions regarding this solicitation for lease proposals, the Proposer must submit the questions by email (with the subject line "SFP #94409 Question") to the Issuing Officer identified in this SFP. If a Proposer has questions, they must be submitted via email no later than the time and date of the pre-proposal conference. Proposers should not attempt to contact the issuing officer for questions by any other means. The Issuing Officer shall post the answers to the questions on the DGS website. A Proposer who submits a question after the deadline date for receipt of questions assumes the risk that its proposal will not be responsive or competitive because the Commonwealth is not able to respond before the proposal receipt date or in sufficient time for the Proposer to prepare a responsive or competitive proposal. When submitted after the deadline date for receipt of questions, the Issuing Officer may respond to questions of an administrative nature by directing the questioning Proposer to specific provisions in the SFP. To the extent that the Issuing Office decides to respond to a non-administrative question after the deadline date for receipt of questions, the answer must be provided to all Proposers through an addendum.

All questions and responses as posted on the DGS website are considered as an addendum to, and part of, this SFP. Each Proposer shall be responsible to monitor the DGS website for new or revised SFP information. The Issuing Office shall not be bound by any verbal information nor shall it be bound by any written information that is not either contained within the SFP or formally issued as an addendum by the Issuing Office. .

ADDENDA TO THE SFP:

If it becomes necessary to revise any part of this SFP, an addendum will be issued to all Proposers who received the original SFP. For those who download the SFP from the DGS website, it will be their responsibility to check the website for addenda to the SFP prior to submitting their proposals.

SELECTED PROPOSER RESPONSIBILITIES:

The selected Proposer (Tenant) will be required to assume responsibility for all services offered in the proposal whether or not the Tenant actually performs them. Further, the Commonwealth will consider the Tenant to be the sole point of contact with regard to contractual matters.

PENNSYLVANIA LOTTERY:

The Tenant will be required, within 90 days of the execution of the lease agreement, to successfully negotiate with the Pennsylvania Department of Revenue, for the acquisition and installation of a PA Lottery sales point. At minimum, the Tenant must have the ability to sell instant tickets, and the ability to make payouts to winners at the point of sale at established legal levels.

EMPLOYEE BACKGROUND CHECKS:

The Tenant will be required, at its cost and expense, to arrange for a background check for each of its employees, as well as the employees of any of its sub-contractors, who will have on-site access or remote electronic access to the Premises and /or equipment while in performance under the lease agreement. Request for criminal history record checks can be found at:

<http://epatch.state.pa.us>

The criminal history record check must be conducted for each employee and submitted to GS Security Administration for approval prior to assignment to the Capitol Complex. The submission of the criminal history record check will be performed by the employer annually thereafter and submitted for renewal.

No employee of the Tenant or sub-contractor or supplier will be given on-site access or remote electronic access to the Premises and/or equipment in the performance under the lease agreement until the Commonwealth approves that employee.

If, at any time, it is discovered that an employee of the Tenant, sub-contractor or supplier working as defined above has a criminal record that includes a felony or misdemeanor which raises concerns about building security or is otherwise job-related, or if information comes to the attention of the selected Proposer concerning an employee's propensity to, or connection with, violent or terroristic behavior, the Tenant must: (1) not assign that employee to any Commonwealth facilities, (2) remove any access privileges already given to the employee, and (3) not permit that employee remote access unless and until the Commonwealth gives written approval. The Commonwealth may withhold its approval in its complete discretion. Failure of the Tenant to comply with the terms of this paragraph may result in a default of the lease agreement.

For the purposes of this requirement, a negative background check is one that contains activity classified as a felony or misdemeanor or any report containing information that indicates an employee's propensity to, or connection with violent or terroristic behavior. A positive background check is one that contains no activity classified as a felony or misdemeanor and no knowledge or report containing information that indicates an employee's propensity to, or connection with violent or terroristic behavior.

DISCLOSURE OF PROPOSAL CONTENTS:

Confidential Information

The Issuing Office is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of Proposers' submissions in order to evaluate proposals submitted in response to this SFP. Accordingly, except as provided herein, Proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any Proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection (2) below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes commencing January 1, 2009.

Commonwealth Use

All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a contract. Notwithstanding any Proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

Public Disclosure

Public records requests for proposals are governed by and shall be handled in the following manner:

- (1) Public records requests received prior to January 1, 2009, are subject to the Right to Know Act, 65 P.S. §§ 66.1 – 66.9, and Section 106 (b) of the Commonwealth Procurement Code, 62 Pa.C.S. §106(b), which do not expressly exempt confidential proprietary information or trade secrets contained in proposals from disclosure. Unsuccessful proposals are exempt from public records disclosure.
- (2) After the award of the lease agreement, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt under 65 P.S. § 67.708(b)(11) from public records requests made commencing January 1, 2009. Financial capability information submitted in response to Part II, Section II-7 of this RFP is exempt from public records disclosure under 65 P.S. § 67.708(b)(26) commencing January 1, 2009.

NEWS RELEASES:

In the case of any news releases pertaining to this project, they must be made in coordination with, and the written approval of, the Issuing Office.

PENNSYLVANIA STATE SALES AND USE TAX:

The proposed facility is subject to all applicable Pennsylvania Sales and Use Tax legislation. There is no special tax exemption for this project.

ORDER OF PROCEDURE:

If any discrepancies in interpretation arise, the terms of the Lease Agreement are the first point of reference, the Solicitation for Proposal and all attachments are the second, and the Proposal is the third.

PROPOSER'S REPRESENTATIONS AND AUTHORIZATIONS:

By submitting its proposal, each Proposer understands, represents, and acknowledges that:

- a. All of the Proposer's information and representations in the proposal are material and important, and the Issuing Office may rely upon the contents of the proposal in awarding the contract(s). The Commonwealth shall treat any misstatement, omission or misrepresentation as fraudulent concealment of the true facts relating to the Proposal submission, punishable pursuant to 18 Pa. C.S. § 4904.
- b. The Proposer has arrived at the price(s) and amounts in its proposal independently and without consultation, communication, or agreement with any other Proposer or potential Proposer.
- c. The Proposer has not disclosed the price(s), the amount of the proposal, nor the approximate price(s) or amount(s) of its proposal to any other firm or person who is an Proposer or potential Proposer for this RFP, and the Proposer shall not disclose any of these items on or before the proposal submission deadline specified in the Calendar of Events of this RFP.
- d. The Proposer has not attempted, nor will it attempt, to induce any firm or person to refrain from submitting a proposal on this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.
- e. The Proposer makes its proposal in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.
- f. To the best knowledge of the person signing the proposal for the Proposer, the Proposer, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding or proposing on any public contract, except as the Proposer has disclosed in its proposal.
- g. To the best of the knowledge of the person signing the proposal for the Proposer and except as the Proposer has otherwise disclosed in its proposal, the Proposer has no outstanding, delinquent obligations to the Commonwealth including, but not limited to, any state tax liability not being contested on appeal or other obligation of the Proposer that is owed to the Commonwealth.
- h. The Proposer is not currently under suspension or debarment by the Commonwealth, any other state or the federal government, and if the Proposer cannot so certify, then it shall submit along with its proposal a written explanation of why it cannot make such certification.
- i. The Proposer has not made, under separate contract with the Issuing Office, any recommendations to the Issuing Office concerning the need for the services

described in its proposal or the specifications for the services described in the proposal.

- j. Each Proposer, by submitting its proposal, authorizes Commonwealth agencies to release to the Commonwealth information concerning the Proposer's Pennsylvania taxes, unemployment compensation and workers' compensation liabilities.
- k. Until the selected Proposer receives a fully executed and approved written contract from the Issuing Office, there is no legal and valid contract, in law or in equity, and the Proposer shall not begin to perform.

II. PURPOSE

OPERATE CAPITOL RESTAURANT:

The Tenant will lease from the Commonwealth the designated restaurant space in the Capitol East Wing Building and operate it as the Capitol Restaurant. Located in downtown Harrisburg, Pennsylvania, the Capitol Complex core buildings are comprised of five buildings: the Main Capitol and East Wing, Speaker Matthew Ryan Office Building, Irvis Office Building (formally the South Office Building) and the North Office Building.

PA PREFERRED RESTAURANT:

The Tenant will be required to operate the Capitol Restaurant as a "PA Preferred" restaurant serving and promoting Pennsylvania-sourced foods. The restaurant is primarily for Commonwealth employees but is also open to the general public.

CUSTOMERS:

Approximately 2,500 people work in the Capitol Complex on a full-time basis, and many thousands visit the Main Capitol and East Wing each year. An additional 10,000 Commonwealth employees work nearby in other Commonwealth-owned buildings. Although the Capitol Restaurant principally serves employees and visitors of the Complex, it is open to the public. In addition, there may be the opportunity to provide food and drink service to outdoor events scheduled and occurring in the various outdoors venues attached to the Capitol Complex.

CATERING:

In addition to serving food in the Capitol Restaurant, the Tenant will be permitted to operate a commercial catering business, which can be based on the leased premises, to handle special events and catering requests for delivery to buildings within the Capitol Complex, other Commonwealth facilities and non-Commonwealth buildings. The Tenant will also be encouraged to submit a separate proposal to participate on the Department of General Services multiple award contract to be eligible to provide catering services for state agencies located within a 20 mile radius of the Capitol Complex. Solicitation number 6100009627; found on the Procurement E-Marketplace website www.emarketplace.state.pa.us DGS shall promote the availability of the Tenant's catering services on the DGS website.

TERM:

The term of the lease agreement will be three years (with the option, upon mutual consent of both DGS and the Tenant to renew the lease for two, one-year renewal periods).

LIMITED PURPOSES:

The Tenant will only be permitted to use the leased space for the following purposes: 1. sale of food and beverages; 2. operation of catering business; 3. sale of lottery tickets; 4. promoting PA sourced foods; 5. food preparation for special events on the Capitol Complex grounds; and 6. culinary demonstrations and for no other purposes.

PROFIT-MAKING:

The Commonwealth expects the Tenant to make the Capitol Restaurant a profit-generating operation. The Commonwealth acknowledges that sales within the Capitol Restaurant have declined in the past several years. For informational purposes, operating statements and sales history will be made available at the pre-proposal conference or upon request.

COMMENCEMENT OF RESTAURANT OPERATIONS:

The current lease for the operation of the Capitol Restaurant is scheduled to expire on March 24, 2011. The Commonwealth will expect the Tenant to begin operations within a short time period after the expiration of the current lease. The food service operations may be closed for several weeks for cleaning and renovations by the Tenant.

III. REQUIREMENTS

The Commonwealth will expect the Tenant to fully comply with the following requirements when operating the Premises:

DAYS OF OPERATION:

Dining services should be provided at least five days a week year-round (except on state holidays: New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day). **The Tenant may close restaurant operations to the public during the week between Christmas and New Year's Day for an annual "deep cleaning" procedure.**

HEALTH AND SAFETY STANDARDS:

The Tenant must secure and maintain a license from the Pennsylvania Department of Agriculture to operate the Capitol Restaurant as a public eating and drinking facility under 35 P.S. Sections 655.1 - 655.13. The Tenant must comply with all applicable statutory and regulatory health and safety standards. The Tenant shall allow the Department of Agriculture and DGS access to the facility for purposes of inspection and assuring compliance with the requirements of the lease agreement as well as the requirements of law and regulations.

TENANT RESPONSIBILITIES - PROPERTY:

The following are considered the Mandatory Requirements that the selected Proposer, as the Tenant, shall provide and be responsible for:

- a. Start-up and pre-opening costs including, but not limited to, training, overhead, and staff costs.
- b. The purchase and maintenance of the following insurances for both the Capitol Restaurant at the Tenant's own expense:
 - i. Worker's Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees working on the Premises.
 - ii. Comprehensive General Liability Insurance with a minimum of \$500,000 per person and \$2,000,000 per occurrence, personal injury and property damage combined.
 - iii. Products Liability Insurance with a minimum of \$2,000,000 aggregate limit.
 - iv. Fire and Extended Coverage on all contents owned by the Tenant related to facilities with a minimum limit of \$2,000,000.
 1. The insurance policies shall name the Commonwealth as an additional insured. Prior to occupying the Premises, the tenant must provide the Commonwealth with current certificates of insurance hereinbefore enumerated. These certificates must contain a provision that coverage afforded under the policies will not be changed or canceled until the Commonwealth has received at least 30 days prior written notice.
 - v. The Tenant shall hold harmless and indemnify the Commonwealth from any liability for injury to persons, including wrongful death or damage to property arising out of its operation of the restaurant.
- c. Initial inventory of foodservice, kitchen and catering loose equipment, including but not limited to, pots, pans, utensils, dishware, flatware, cash registers, office equipment, etc.
- d. Obtaining all business licenses, health permits, etc. as may be required by local, state and federal law.
- e. Inventory of food and supplies.
- f. Maintenance of books and records covering the services provided.
- g. Reports of revenues, customer counts, per caps, and other statistical data as requested by the Commonwealth.
- h. Maintaining tables and chairs in clean and sanitary condition.

- i. Prominently posting all menu items and prices.
- j. Janitorial and cleaning services for all fixtures, equipment, kitchen storage areas, trash receptacles, and food prep areas, etc.
- k. Floor maintenance in special events areas during and immediately after the event, as well as in any area exclusively occupied and used by the operator.
- l. Janitorial services including trash removal at special events locations.
- m. Hood and exhaust cleaning.
- n. Employee uniforms.
- o. Grease trap maintenance, removal of all grease from the Premises.
- p. Trash removal from all point of sale areas.
- q. Maintain the area around dumpsters used by operator in a clean and sanitary condition.
- r. Repairs to any areas of Commonwealth buildings where damage is caused by operator's employees, representatives or vendors.
- s. Windows are to be kept dirt, smudge and grease free. All window sills must be kept dusted.
- t. Disposable containers and utensils must be recyclable items; no Styrofoam containers are to be used.
- u. If the Tenant wishes to reconfigure the leased premises, it may do so at its cost, but only after DGS has reviewed the plans and specifications and has provided the Tenant with written approval for the Tenant-proposed reconfiguration. The Tenant shall not be required to restore the leased premises to its original condition at the end of the term.

FOOD SERVICE OPERATIONS:

The Tenant will be expected to run a first class, quality commercial food service operation (i.e., restaurant and catering business) and develop, generate and promote a positive image and reputation. The physical presentation and signage must give a visual first impression that is clean, and appealing, yet refined in appearance in a manner appropriate for the State Capitol Building of the Commonwealth of Pennsylvania.

HOURS OF OPERATION:

The Tenant must be flexible in scheduling operating hours that are responsive to the regular and irregular flow of potential customers through the Capitol Complex. Proposals may be submitted that specify hours of operation anytime between 6:00 a.m. and 5:00 p.m. The current hours of

operation are between 7:00 a.m. and 3:00 p.m., with breakfast being served between 7:00 and 10:00, and lunch served between 11:00 and 2:00. The restaurant staffing, menu selections and operating hours of various food and beverage stations must be balanced between traditional needs (such as breakfast and lunch) and more unpredictable needs dictated by visitor activities and scheduled public events. However, government business activities, and thus, availability of potential customers is at its peak when the PA General Assembly is in session. The table below is designed to address the difference between In-session days versus non-session days and is provided as a guide. The Tenant must have the ability to quickly adapt to changes in scheduled session days. The Tenant may exceed the expectations as reflected in the table and may recommend adjustments that would improve customer service to be reviewed and/or implemented on a regular basis with joint consent of the Tenant and the Commonwealth.

GENERAL ASSEMBLY (while In-Session)						
		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Café	Served Zone	No entrée	Entrée	Entrée	Entrée	No Entrée
		Deli	Deli	Deli	Deli	Deli
		Grill	Grill	Grill	Grill	Grill
Hours of Operation: 11:00 AM to 2:00 PM	Self Service	Salad Bar	Salad Bar	Salad Bar	Salad Bar	Salad Bar
		Pizza	Pizza	Pizza	Pizza	Pizza
		Soup	Soup	Soup	Soup	Soup
		Express items	Express items	Express items	Express items	Express items
		Beverages	Beverages	Beverages	Beverages	Beverages
STARBUCKS	Served and Self-Service	Coffee	Coffee	Coffee	Coffee	Coffee
		Specialty Coffee	Specialty Coffee	Specialty Coffee	Specialty Coffee	Specialty Coffee
		Continental Brkfst	Continental Brkfst	Continental Brkfst	Continental Brkfst	Continental Brkfst
		Brkfst Sandw ich	Hot/cold Sandw ich	Hot/cold Sandw ich	Hot/cold Sandw ich	Brkfst Sandw ich
		Express Items	Salads	Salads	Salads	Express Items
			Express Items	Express Items	Express Items	
GENERAL ASSEMBLY (while Out-of-Session)						
		MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Café	Served Zone	CLOSED	n/a	n/a	n/a	CLOSED
			Deli	Deli	Deli	
			Grill	Grill	Grill	
Hours of Operation: 11:00 AM to 2:00 PM (closed Monday & Friday)	Self Service		Express Salads	Express Salads	Express Salads	
			Pizza	Pizza	Pizza	
			Soup	Soup	Soup	
		Express items	Express items	Express items		
	Beverages	Beverages	Beverages			
STARBUCKS	Served and Self-Service	Coffee	Coffee	Coffee	Coffee	Coffee
		Specialty Coffee	Specialty Coffee	Specialty Coffee	Specialty Coffee	Specialty Coffee
		Continental Brkfst	Continental Brkfst	Continental Brkfst	Continental Brkfst	Continental Brkfst
		Hot/cold Sandw ich	Brkfst Sandw ich	Brkfst Sandw ich	Brkfst Sandw ich	Hot/cold Sandw ich
		Salads	n/a	n/a	n/a	Salads
		Express Items	Express Items	Express Items	Express Items	Express Items

PA PREFERRED:

A critical component of the Capitol Restaurant will be the implementation of a PA Preferred concept for the restaurant food operations. "PA Preferred" will be the predominant theme for the entire food service operation both in promotion and availability of PA-sourced, fresh unprocessed foods (seasonal and non-seasonal) and PA-sourced processed foods meeting the criteria of the Commonwealth's PA Preferred Program: (1) Fresh, unprocessed foods are considered "PA-sourced" if the foods were grown at a Pennsylvania site for at least 75% of the product's production cycle. (2) Processed foods are considered "PA-sourced" if the foods are final processed in Pennsylvania. More information on the program may be found at: <http://www.papreferred.com/>

The Tenant will be required to make every reasonable effort to meet the following sourcing goals. The Tenant will comply with requests for regularly scheduled review of food sourcing lists as well as periodic, unannounced inspections of inventory and food labeling to insure compliance.

- 1) 100% PA-sourcing for defined fresh, unprocessed foods: potatoes, apples, mushrooms.
- 2) Seasonal PA-sourcing for defined fresh, unprocessed foods: use best efforts for seasonal fruits and vegetables.
- 3) 100% PA-sourcing for defined processed foods: bread, dairy products, snack foods/baked goods, beverages, candy, ready-made sandwiches/subs, other ready-to-eat foods.
- 4) 100% PA-sourcing for defined fresh proteins and further process proteins: beef, veal, pork, poultry, trout and hybrid striped bass, processed meats.

It will be a mandatory requirement that the Tenant apply for, and obtain, a valid license agreement for use of the PA Preferred logo and trademark prior to the Grand Opening of the Capitol Restaurant. The criteria for license application are as follows:

Category: Restaurants.

Restaurants can become licensed in their entirety if they meet all of the following criteria:

1. Must be physically located within Pennsylvania*, and
2. Must strive to offer as many entrée items with featured ingredients meeting the criteria for either fresh or processed food products as practical given seasonal restrictions and other business exigencies, and
3. Must meet all PA and US standards of health and safety.

**The selected proposer will automatically qualify under criteria No. 1 above.*

This requirement does not apply to any subcontractors. In the case of a joint venture, only the majority joint venture partner submitting the proposal must obtain valid license agreement. The applicant is responsible for correctly following all instructions contained in the license application packet. The application form and license agreement packet may be downloaded from the following web portal:

http://www.papreferred.com/files/PA%20Preferred%20Agreement_REV8-10-10.pdf

FOOD SAFETY AND GENERAL HEALTH PRACTICES:

Proposers must demonstrate a thorough understanding and acceptance of food safety and general health practices that go above and beyond minimum acceptable guidelines as recognized by federal government, Act 106 and the PA Department of Agriculture, Bureau of Food Safety and Laboratory Services. Proposers must ensure that at least one certified food protection manager will be on the Capitol Restaurant personnel roster prior to opening the Capitol Restaurant for operations. Proposers must identify in their proposal those individuals (or individual) that will be assigned full time, on-site to the Capitol Restaurant. Certificates of Training for safe food handling from a federally accredited training program such as SERVSAFE or equivalent must be submitted with the proposal. In addition, the selected Proposer, upon notice of award, must immediately prepare and submit for approval to the PA Department of Agriculture, a Retail Food Facility Permanent License/Registration Application and Plan Review. It should be noted that the application will require a floor plan. The Tenant must be found in compliance and pass an opening inspection prior to receiving a license to operate from the PA Department of Agriculture. The application, inspection and licensing process takes less than 30 days to complete.

PEST CONTROL

The Tenant must retain and pay for a qualified professional pest control management company with application and license on file with the PA Department of Agriculture to provide a full and complete range of pest control services to Capitol Restaurant. The contract with the pest control management company must include a minimum of one thorough monthly inspection which shall result in a formal written services report with any noted activity and/or corrective actions taken, including any recommendations for food storage and sanitation which the leaseholder should implement promptly.

IV. PROPOSAL SUBMITTAL REQUIREMENTS

This section contains information that will guide Proposers in preparing and submitting a proposal. **To be considered, the proposal should respond to all requirements in this part of the SFP.** Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal.

COVER LETTER:

Proposals must include a cover letter signed by an individual authorized to contractually bind the Proposer to the contents of the proposal. Unsigned proposals will be rejected.

WORK PLAN:

Describe in detail your plan for operating the Capitol Restaurant. Any service to be provided by contractors and subcontractors must be identified in the proposal. Your Work Plan must address the following tasks in full detail:

- a) Ensure a quality food selection: List types of food you plan to serve, sample menus.
- b) Ensure reasonable prices: Estimated meal costs.

- c) Projected number of employees, employee job titles, employee wages and salaries (and if they are established by a bargaining unit agreement, prevailing minimum wages or other), employee benefits, including health insurance, if any.
- d) Proposed hours of operation. Compare your proposed hours of operation with the suggested hours of operation in the table in this Solicitation for Lease Proposals.
- e) Plan for financial controls: i.e., internal audit/control, billing, general ledger system, and sales records.
- f) Plans to expedite service during peak hours:
 - Plan for accommodating large, unexpected groups and catering requests.
 - Plan for operation at full occupancy and lower occupancy
- g) In order to increase sales and provide customer convenience, Proposers should consider incorporating into their food service operations plan, a call-ahead ordering service for carry out/fast food items such as sandwiches and express items for office staff working within or near the Capitol Complex. This service would be particularly attractive during items that the Café Area is not operating. Proposers could designate whether customers would call in their order by phone, or order on-line. Plan could also include a separate walk up service window for expedited pick up and payment.
- h) Proposed Marketing Plan:
 - Plan for attracting additional customers (inside and outside the Capitol Complex).
 - Plan for advertising and web-based promotion.
 - Provide sample advertising brochure(s) used by Proposer.
 - Plan for pre-opening, transition and Grand Opening.
 - Encourage greater utilization of the restaurant services by Commonwealth employees located nearby.
- i) Present a clean, attractive atmosphere for customers.
- j) Include a quality assurance and evaluation plan (including customer feedback systems/surveys) to ensure:
 - High quality food.
 - Cleanliness and sanitation.
 - Staff of cordial employees.
 - Fair market pricing for menu selections.
- k) Proposed recycling plan as it relates to the purchase and utilization of recycled materials and the collection and disposition of recyclable materials.

PA PREFERRED WORK PLAN:

Describe in detail, what efforts you would make, and what capabilities you possess, in order to fulfill the designed intent of the Commonwealth for the Capitol Restaurant to operate as a “PA Preferred” restaurant serving and promoting Pennsylvania-sourced foods. Your response to this section should be structured in a manner that demonstrates that you understand the PA Preferred requirements and have a sound approach to fulfilling the Commonwealth’s expectations. Ensure that your proposal (1) demonstrates your ability to be innovative and provide creative solutions to improve sales; (2) shows capability to market and promote the restaurant business in keeping with the PA Preferred theme; (3) demonstrates your ability to present a clean, positive image for a business operating on the premises; (4) demonstrates a strong customer service focus.

PROPOSAL RESPONSE TASKS:

Your response to the following proposal tasks should highlight your creativity, and innovative approach to promoting and marketing a PA Preferred theme. Note that the selected proposer may be required to implement all or part of their response to the following proposal tasks.

Task One: Describe a scenario in which you would promote PA Preferred products in monthly and/or seasonal rotation to be showcased in the menu selection, food preparation and promotional strategy of the Tenant.

Task Two: Describe a scenario in which you would utilize a live, interactive event promoting PA Preferred products such as a cooking demonstration, or preparing the daily menu feature in a manner that is attention getting or prominently visible to the public. (This response could be done in conjunction with the monthly or seasonal promotion described in Task One.)

Task Three: Describe additional marketing and advertising strategies that could be used to promote and take advantage of the PA Preferred theme and trademark, including but not limited to social or interactive media, physical displays, promotions, giveaways, etc.

PRIOR EXPERIENCE:

Special consideration will be given to Proposers with demonstrated success at providing quality dining services for similar venues. Include experience in providing dining services at facilities comparable to the Capitol Restaurant, as well as a brief description of those facilities.

Proposers must have at least three years of business experience in providing dining service at facilities similar to the Capitol Restaurant. Proposers must reference at least one business experience that exceeded \$900,000 in annual gross sales. The Commonwealth will not evaluate or consider any proposal that does not include a reference that meets this minimum experience requirement. Also refer to any special techniques or experience that you consider necessary to accomplish the job. The experience you describe should be the accomplishments of your company and those individuals who will be assigned to the Capitol Restaurant.

Please identify the experience, the customer receiving the service, and the name, address, and telephone number of the responsible official of the customer, company or agency who may be contacted.

Please provide a list of all current accounts or operations and those accounts your company opened and closed or lost within 12 months of starting a contract. Include the reason for the closure and contact information for the client involved.

PERSONNEL:

Provide an organizational chart showing the chain of command for management and supervision both above and below the on-site manager along with current profiles for management and support staff. The Proposer will be required to guarantee that key people will not be removed or reassigned without the consent of the Commonwealth.

DISADVANTAGED BUSINESS (DB) SUBMITTAL:

The Small Disadvantaged Business Commitment Form, which is attached to this document as Appendix A, **must** be completed and signed by the Proposer and submitted with the proposal. Failure to complete, sign and submit the form shall be cause for the rejection of the proposal.

To receive credit for being a Small Disadvantaged Business or entering into a joint venture agreement with a Small Disadvantaged Business, a Proposer is required to provide proof of Small Disadvantaged Business qualification, as follows:

- a) A proposer qualified as a result of MBE/WBE certification from BMWBO must provide a photocopy of its BMWBO certificate.
- b) A proposer qualified as a result of certification from the U.S. Small Business Administration as an 8(a) disadvantaged business must submit proof of Small Business Administration Certification. The owners of such business must also submit proof of United States citizenship.
- c) A proposer qualified as a "Small Disadvantaged Business" under the rules and regulations of the United States Small Business Administration must provide self-certification and all requested information. The owners of such business must also submit proof of United States citizenship
- d) Any proposer claiming Small Disadvantaged Business status must attest to the fact that the proposer has 100 or fewer employees.
- e) Any proposer claiming Small Disadvantaged Business status must submit proof that the proposer's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
- f) In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be provided.

To receive credit for subcontracting with a Small Disadvantaged Business (including construction/purchasing supplies and/or services through a purchase agreement), a proposer is required to provide the following information prior to award of the lease:

- a) The name and telephone number of the person within the proposer's organization that DGS may contact regarding the proposer's Small Disadvantaged Business commitments
- b) The company name, address, and telephone number of the prime contact person for each specific Small Disadvantaged Business included in the proposal. The proposer must specify each Small Disadvantaged Business to which it is making commitments. The proposer will not receive credit by stating it will find a Small Disadvantaged Business after the lease is awarded or by listing several companies and stating it will select one later.
- c) The specific work, goods, or services each Small Disadvantaged Business will perform or provide.
- d) The location where each Small Disadvantaged Business will perform these services.
- e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
- f) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
- g) The form and amount of compensation each Small Disadvantaged Business will receive.
- h) The percent of the total rent that will be paid to each Small Disadvantaged Business.
- i) A signed subcontract or letter of intent must be included in the Disadvantaged Business portion of the proposal.
- j) A Small Disadvantaged Business qualifying as a result of certification from BMWBO must provide a photocopy of its BMWBO MBE/WBE certificate.
- k) A Small Disadvantaged Business qualifying as a result of 8(a) certification from the U.S. Small Business Administration must submit proof of Small Business Administration Certification. The owners of such business must also submit proof of United States citizenship.
- l) A Small Disadvantaged Business qualifying as a "Small Disadvantaged Business" under the rules and regulations of the United States Small Business Administration must provide self-certification and all requested information. The owners of such business must also submit proof of United States citizenship
- m) A proposer claiming Small Disadvantaged Business status must attest to the fact that the proposer has 100 or fewer employees.
- n) A proposer claiming Small Disadvantaged Business status must submit proof that the proposer's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.

The Tenant's Small Disadvantaged Business commitment will be included as a contractual obligation in the lease.

Commitments to Small Disadvantaged Businesses made at the time of proposal submittal or during lease negotiations must be maintained throughout the term of the lease. Any proposed change must be submitted to BMWBO, which will, along with the Commonwealth leasing agency, determine whether a proposed substitution should be approved.

If a lease is assigned to another Tenant, the new Tenant must maintain the Small Disadvantaged Businesses participation of the Tenant's original lease.

Small Disadvantaged Business subcontractors and Small Disadvantaged Businesses in a joint venture must perform at least 50 percent of the subcontract or Small Disadvantaged Business portion of the joint venture.

To the extent that a contract or subcontract is to be performed by a Small Disadvantaged Business, the Small Disadvantaged Business cannot enter into subcontract arrangements for more than 40 percent of the total estimated dollar amount of the contract.

The Tenant shall complete the Tenant's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the leasing officer of the agency occupying the leased premises and BMWBO within 10 workdays after the end of each quarter the lease is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Businesses as the Tenant, contractors, subcontractors and suppliers, and Small Disadvantaged Businesses involved in Joint Ventures. Also, it is a record of fulfillment of the commitment the Tenant made and for which it received consideration for selection.

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF SMALL DISADVANTAGED BUSINESS STATUS OR ENTITLE A PROPOSER TO RECEIVE CREDIT FOR SMALL DISADVANTAGED BUSINESS UTILIZATION.

Questions regarding the Disadvantaged Business Program can be directed to:

Department of General Services
Bureau of Minority & Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
gs-bmwbo@state.pa.us
[Phone: \(717\) 787-6708](tel:(717)787-6708)
[FAX: \(717\) 772-0021](tel:(717)772-0021)

Small Disadvantaged Business Program information and a database of BMWBO-certified minority- and women-owned businesses can be accessed at www.dgs.state.pa.us, Keyword: BMWBO. The federal vendor database can be accessed at www.ccr.gov by clicking on Dynamic Small Business Search (certified companies are so indicated). Please also see Appendix F to this SFP.

The Small Disadvantaged Business Commitment Form, which is attached to this SFP, must be completed by Proposer and submitted with their proposal.

FINANCIAL CONSIDERATION SUBMITTAL:

Please state and describe your financial proposal for the guaranteed minimum share of net revenues of food sales to be paid to the Commonwealth for the space for the Capitol Restaurant as outlined in the SFP. Please include cost options, as in whether the Commonwealth will continue to provide equipment, utilities, routine maintenance, or other supplies described in Section III "Requirements" that may present either party with cost savings. Upon execution of the lease, the Tenant will be required to submit payment equal to an amount considered as a minimum of two month's rent. This amount will be retained by the Commonwealth as performance security and will be applied as rent for the last two months of the lease unless utilized by the Commonwealth to cover tenant liability for unsatisfactory performance.

The Commonwealth recognizes that the Tenant will need to make a significant initial investment to provide growth, stability, promote a positive image, and most importantly, attract customers by serving quality products, at a reasonable price, that are marketed in a wholesome and appropriate manner consistent with the goals outlined in this solicitation.

Proposers must offer, at a minimum, a financial proposition in the format shown as follows. The Commonwealth may, in its discretion and without obligation, consider alternate proposals for profit or revenue sharing propositions, or offers of fixed monthly lease payments.

PROFIT SHARING (percent of Net Revenue):	0.00	%
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Instructions for filling out Financial Consideration Submittal:

Proposer will insert a positive number above (expressed as a percentage) with no more than two decimal places allowed. This percentage will represent the portion of "Profit", as defined in Appendix B, which the Tenant proposes to share with the Commonwealth calculated on a monthly basis as compensation for the leased space, use of facilities and rights to operate a "Food Service Operation", as defined in Appendix B, on the leased premises. In any month where the Tenant operates at a loss (i.e., total monthly expenses exceed "Net Revenue" for the month) no profit share or other fees will be paid to the Commonwealth.

Net Revenue is defined as Gross Revenues from sales of food and other items at the Capitol Restaurant and catering less: 1) taxes (2) costs of food, (2) labor costs and (3) costs associated directly with operation of the Capitol Restaurant (e.g. serving ware, paper, uniforms, cleaning supplies, etc.). Note: Costs for operating catering services or any other approved outside business ventures may not be deducted from Gross Revenues from sales of food and other items at the Capitol Restaurant.

Appendix A

Department of General Services Bureau of Real Estate Small Disadvantaged Business Commitment Form

One copy of this form must be completed, signed, and submitted by each proposer with each proposal.

Proposer Name: _____

Solicitation for Proposals (SFP) No: _____

Location (city/county): _____

Square Footage: _____

I. Proposer Classification

Please check all applicable boxes:

A. Proposer is a:

- i. DGS certified Minority Business Enterprise (MBE) - DGS Cert. No. _____
- ii. DGS certified Women Business Enterprise (WBE) – DGS Cert. No. _____
- iii. DGS certified Minority/Women Business Enterprise (M/WBE) – DGS Cert. No. _____
- iv. Small Disadvantaged Business, pursuant to the rules and regulations established by the United States Small Business Administration (must provide self-certification and all requested information)
- v. United States Small Business Administration certified 8(a) Small Disadvantage Business Concern

B. Proposer is a:

- Joint venture with a “Small Disadvantaged Business” (as defined in the Solicitation for Proposals).

Name of Small Disadvantaged Business Joint Venture Partner (“SDB-JVP”):

Classification of SDB-JVP ((i), (ii), (iii), (iv) or (v), as described above at Section I(A)):

DGS Certification No. for SDB-JVP: _____

Joint Venture Agreement Executed? Yes ____ No ____

Percentage of Small Disadvantaged Business involvement/commitment in venture: _____%

II. Small Disadvantaged Business Contracting and Subcontracting Commitment Goals

A. Construction Services (includes, but is not limited to, design, excavation, surveying, construction, construction management, trade work, demolition, insurance, and supply of materials and goods used in the construction, renovation or repair of the leased premises)

1. Construction service type (specify): _____
2. Estimated total dollar amount of the cost of construction services for the leased premises
\$ _____
3. Commitment goal _____ % (as a percentage of the estimated total dollar amount of the cost of construction services for the leased premises)
4. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
5. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____

B. Lease Term Services (includes, but is not limited to, janitorial services, interior facility maintenance, landscaping, snow and ice removal, office design, accounting work, property management, and insurance).

1. Lease term service type (specify) _____
2. Estimated cost of lease term services \$ _____
3. Commitment goal _____ % (as a percentage of the estimated total dollar amount of the lease term services)
4. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
5. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____
6. Length of contract (initial) _____

C. Other Commitments (other services not previously identified, including, but not limited to, broker services, title work, settlement services, due diligence services, professional services including surveying, insurance, accounting and legal services, and other work related to the proposer's acquisition of the leased premises)

1. Service type (specify) _____
2. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
3. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____
4. Length of contract (initial) _____

D. If no commitments are made, or if the commitments are less than the identified participation goal set forth in the solicitation, please provide an explanation for the failure to meet this goal: _____

III. Proposer Certification

I have reviewed the Small Disadvantaged Business information in the Solicitation for Proposals and I understand that:

- The Governor's Executive Order Number 2004-6 sets forth the responsibility of the Department of General Services to develop and implement policy initiatives to substantially increase contracting and subcontracting opportunities for minorities and women-owned businesses in Commonwealth contracts.
- I am expected to make good and reasonable efforts to meet the participation goal identified in the Solicitation for Proposals.
- I am required to solicit small disadvantaged businesses for all contracting/subcontracting opportunities.
- The level of commitments to small disadvantaged businesses may be an important factor in selecting a lessor to provide the leased space.

The information on this form is true and correct to the best of my knowledge. If an agent for the proposer, I certify that I am authorized to represent the above name proposer in connection with this certification.

Signature _____

Name (print or type) _____

Title _____

NOTE: INFORMATION CONTAINED HEREIN WILL BECOME PART OF THE LEASE DOCUMENT IF PROPOSER'S PROPOSAL IS ACCEPTED.

APPENDIX B

LEASE AGREEMENT FORM

This **LEASE AGREEMENT** (“Lease”), made and entered onto this _____ day of _____, by and between the **Commonwealth of Pennsylvania**, acting by and through its **Department of General Services**, hereinafter referred to as “Lessor” and _____ hereinafter referred to as “Lessee”.

WHEREAS, Act of May 21, 1943, P.L. 595, as amended, 71 P.S. Section 1565.1 authorizes Lessor to secure a tenant for the operation of a restaurant or restaurants in the State Capitol and other State office buildings; and

WHEREAS, Lessor solicited proposals for the lease and operation of the Capitol Restaurant in Harrisburg, PA, through Solicitation for Proposals, No. _____, which was issued on _____, 2011; and

WHEREAS, after evaluation of the proposals, Lessor selected Lessee as the tenant to operate the Capitol Restaurant in the East Wing of the Main Capitol.

THEREFORE, in consideration of the following mutual promises, and intending to be legally bound hereby, Lessor and Lessee agree to the following terms and conditions:

1. **DEFINITIONS**. The following words and phrases, when used in this

Lease or any amendment hereto, shall have the meanings given to them in this Paragraph:

- a. “Accounting Periods” means the two (2) Accounting Periods of four (4) weeks each and one (1) Accounting Period of five (5) weeks which occur in each quarter.
- b. “Charge” means a charge established by Lessee, which is reasonably allocated to the account, for certain services provided by Lessee to client locations.
- c. “Direct Cost” means a cost incurred by Lessee directly attributable to services provided under this Lease.
- d. “Food Service Operations” means the Dining Services, Catering Services and coffee kiosk and any other revenue generating activities to be conducted by Lessee at the Premises.

- e. "Net Revenue" means Gross Revenue less any applicable sales tax.
 - f. "Premises" is defined below.
 - g. "Profit" means Net Revenue less all direct costs, including payroll, and less the lease fee (if applicable) paid to the Lessor.
 - h. "Reimbursable Costs" means the Direct Costs and Charges to be charged to the account under this Lease.
2. **PREMISES**. Lessor hereby lets unto Lessee the premises known as the Capitol Restaurant consisting of approximately 13,680 square feet of useable space in the East Wing of the Main Capitol, hereinafter called the "Premises" or the "Capitol Restaurant".
3. **DINING SERVICES**. Lessee agrees to operate a restaurant on the premises for use by both employees of the Commonwealth and the general public ("Dining Services") as described in Solicitation for Proposals # _____ ("SFP"), incorporated herein and made a part of this Lease. At a minimum, Dining Services must include the following:
- a. Lessee must provide Dining Services each weekday year-round, except the following days of each calendar year: New Year's Day, Dr. Martin Luther King, Jr. Day, Presidents' Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, Day after Thanksgiving, and Christmas Day.
 - b. Lessee must provide Dining Services at the Premises between the hours of [intentionally left blank] Breakfast must be served between the hours of [Intentionally left blank]. Lunch must be served between the hours of [Intentionally left blank].
 - c. Lessee may close restaurant operations to the public during the week between Christmas and New Year's for an annual "deep cleaning" procedure.
 - d. Lessee shall operate the Capitol Restaurant as a "PA Preferred" restaurant serving and promoting Pennsylvania-sourced foods.
 - e. Lessee must offer high quality food, a reasonable variety of choices, and prices that are competitive with similar establishments in the local area.
 - f. Lessee shall follow the food service strategy outlined in the Work Plan in its Proposal, offering quality products that deliver the highest level of customer satisfaction.

- g. All items in this paragraph, including hours of operation, points of service and items offered, may be adjusted if an adjustment is warranted by the business climate. All adjustments will be as mutually agreed by the parties.
4. **CATERING SERVICES.** Lessee may prepare food in the Premises for catering to offices in the Capitol Complex or to buildings within the local vicinity (“Catering Services”).
5. **LIMITATION ON USE.** Lessee will only be permitted to use the Premises for the following purposes: 1. sale of food and beverages; 2. operation of catering business; 3. sale of lottery tickets; 4. promoting PA sourced foods; 5. food preparation for special events on the Capitol Complex grounds; and 6. culinary demonstrations and for no other purposes.
6. **TERM.** The initial term of the Lease shall commence on _____, and extend for a period of three years, ending on _____.
7. **OPTIONS.** Lessor shall have the option, with the mutual consent of Lessee, to renew this Lease for two additional one-year terms. If the Lessor intends to exercise any option under this Paragraph, it must provide notice to Lessee at least ninety days prior to the expiration of the then current Lease term and Lessee should notify Lessor of its concurrence/non-concurrence within thirty days.
8. **FINANCIAL TERMS.**
- a. All facilities, equipment and services to be provided by Lessor under this Lease shall be provided at Lessor’s expense.
- b. Lessee shall retain all receipts from the Food Service Operations and from which it shall be entitled to reimburse itself for all Reimbursable Costs incurred by Lessee in providing services under this Lease. The total of the Reimbursable Costs shall be referred to as Lessee’s “Entitlement.” Lessor does not guarantee any Entitlement to Lessee, it being understood that Lessee shall receive its Entitlement only if receipts, from Lessee’s operations are sufficient to cover Lessee’s Entitlement; provided, however, if receipts from any operating year are insufficient to reimburse Lessee for its full Entitlement, Lessee may reimburse itself for such deficit from receipts in succeeding operation years.
- c. Lessee agrees to pay Lessor, on an Accounting Period basis, an amount equal [Intentionally left blank]
- d. Lessee shall invest at least _____ in Grand Re-Opening enhancements. Lessee commits to additional investment dollars as follows: _____

9. **ACCOUNTING.**

- a. Within thirty (30) days after the end of each Accounting Period, Lessee will submit to Lessor an operating statement for such period and will pay to Lessor the amount, if any, owed to Lessor under Paragraph 8 (c).
- b. Within thirty (30) days following the close of each year of operations, Lessee shall provide Lessor with an accounting of the additional investment dollars realized as provided in Paragraph 8 (d).

10. **CAPITAL INVESTMENT.** Lessor and Lessee agree that investments and renovations to the Premises may be performed by the Lessee but only with the express written approval of the Lessor. Prior to the commencement of any renovations, Lessee shall submit renovation drawings and specifications prepared by a Pennsylvania licensed architect and/or engineer to Lessor for written approval. Lessor reserves the right to specify standards which must be maintained for any renovations to the Premises. All renovations, alterations and repairs performed by Lessee must comply with all statutes and regulations governing the Commonwealth's contracts for the procurement of renovations, alterations and repairs, including, but not limited to, the Prevailing Wage Act, 43 P.S. §165-1 et seq., and the Steel Products Procurement Act, 73 P.S. §1881 et seq. Any and all renovations, alterations and repairs, with the exception of any installed telephone systems, made to the Premises by either Lessee or Lessor, shall become part of the real estate and become the property of Lessor upon termination of this Lease, unless otherwise agreed to in writing.

Lessor will also invest in improvements designed to increase sales and profitability at the Food Service Operations. Lessor and Lessee will mutually decide which investments are to be made by Lessor.

11. **PRICING.** Lessee will establish and maintain prices for the Food Service Operations which are competitive with local retail establishments with similar operations such as quick serve restaurants, casual dining restaurants, catering companies and convenience stores.
12. **PURCHASING.** Lessee shall purchase and pay for, as a Direct Cost, all food, supplies and services utilized in the Food Service Operations. Lessee will credit local trade discounts to the account. Cash discounts or discounts not exclusively related to Lessee's Food Service Operations at the Premises shall not be credited to the account.

In the event an affiliated company or division of Lessee furnishes products or ancillary services necessary for the efficient operation of the Food Service Operations at the Premises, charges to the account for such

products or ancillary services shall be competitive with the cost of obtaining such products or ancillary services from an independent source in the open market.

13. **AUDITS**. Lessor shall have the right, at reasonable times and at a site designated by the Lessor, to audit the books, documents and records of the Lessee to the extent that the books, documents and records relate to the revenues, costs and expenses for the Dining Services and Catering Services. Lessee agrees to maintain records that will support the revenues generated, prices charged and costs incurred for the Dining Services and Catering Services. Lessee shall preserve books, documents, and records that relate to revenues, costs and pricing for the Dining Services and Catering Services for a period of three (3) years from date of final payments. Lessee shall give full and free access to all records to Lessor and/or its authorized representatives.
14. **LEASE SERVICES**. At no cost to Lessee, Lessor will provide heat, ventilation, and air condition, all energy used on the Premises, hot and cold water, sewer, window washing (on the outside of the glass), light fixture maintenance, carpet shampooing in dining areas, cleaning services for the atrium dining area at the Capitol Restaurant, and trash removal. Lessee shall be responsible for all other janitorial and cleaning services (including janitorial and cleaning services in public areas where Lessee has provided catering services), surface hood and exhaust cleaning, grease trap maintenance, grease removal and pest control. Telephone access will be provided by Lessor, but will be maintained by Lessee.
15. **MAINTENANCE AND REPAIRS**. Lessor will maintain all of the present furniture, fixtures, equipment, facilities, and utilities for the Premises in serviceable condition during the Lease term. Lessee may, at its cost, install additional or alternative equipment with the written approval of Lessor. Maintenance of such Lessee-installed equipment shall be the sole responsibility of Lessee, unless otherwise agreed to in writing.

At the conclusion of the final lease term, Lessee shall be responsible to remove any Lessee-installed equipment, and to restore the Premises to its prior condition, unless otherwise agreed to in writing.

In all instances, damages to the furniture, fixtures, equipment, facilities, and utilities of the Premises in excess of ordinary wear and tear shall be rectified promptly by Lessee at Lessee's expense.

16. **OTHER EQUIPMENT**. If Lessee so elects, during the Lease term, Lessor shall provide for use by Lessee all glassware, flatware, chinaware, kitchen cutlery, serving trays and kitchenware, and shall replace such items which are obsolete or, through normal service, worn beyond use. Lessee shall have the option to utilize all of these items, or any portion thereof, but shall return to Lessor's possession all such items at the expiration of the then current Lease term.

17. **RIGHT TO KNOW.**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, (“RTKL”) applies to this Lease.
- b. If Lessor needs Lessee’s assistance in any matter arising out of the RTKL related to this Lease, it shall notify Lessee using the legal contact information provided in this Lease. Lessee, at any time, may designate a different contact for such purpose upon reasonable prior written notice to Lessor.
- c. Upon written notification from Lessor that it requires Lessee’s assistance in responding to a request under the RTKL for information related to this Lease that may be in the Lessee’s possession, constituting, or alleged to constitute, a public record in accordance with the RTKL (“Requested Information”), the Lessee shall:
 1. Provide Lessor, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Lessee’s possession arising out of this Lease that Lessor reasonably believes is Requested Information and may be a public record under the RTKL (“Requested Information”); and
 2. Provide such other assistance as Lessor may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If Lessee 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 Lessee considers exempt from production under the RTKL, Lessee must notify Lessor and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Lessee explaining why the requested material is exempt from public disclosure under the RTKL.
- e. Lessor will rely upon the written statement from Lessee in denying a RTKL request for the Requested Information unless Lessor determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should Lessor determine that the Requested Information is clearly not exempt from disclosure, Lessee shall provide the Requested Information within five (5) business days of receipt of written notification of Lessor’s determination.

- f. If Lessee fails to provide the Requested Information within the time period required by these provisions, Lessee shall indemnify and hold Lessor harmless for any damages, penalties, costs, detriment or harm that Lessor may incur as a result of Lessee's failure, including any statutory damages assessed against Lessor.
- g. Lessor will reimburse Lessee 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. Lessee 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, Lessee shall indemnify Lessor for any legal expenses incurred by Lessor as a result of such a challenge and shall hold Lessor harmless for any damages, penalties, costs, detriment or harm that Lessor may incur as a result of Lessee's failure, including any statutory damages assessed against Lessor, regardless of the outcome of such legal challenge. As between the parties, Lessee agrees to waive all rights or remedies that may be available to it as a result of Lessor's disclosure of Requested Information pursuant to the RTKL.
- i. Lessee's duties relating to the RTKL are continuing duties that survive the expiration of this Contract and shall continue as long as Lessee has Requested Information in its possession.

18. **SOLICITATION FOR PROPOSALS, PROPOSAL AND BEST AND FINAL OFFER.** The SFP and the Proposal submitted by the Lessee, dated _____ are expressly incorporated into and made a part of this Lease, and shall be obligations of Lessee. In the event of a conflict between the SFP, the Proposal, and these Lease terms, the following order of precedence shall apply:

- a. These Lease terms
- b. The Proposal
- c. The SFP

19. **COMPENSATION FOR DAMAGES.** Lessee agrees to keep the Premises in a clean, safe and healthful condition and upon termination of this Lease will ensure that the Premises are left in a clean, safe, and healthful condition. An inspection will be made of the Premises by Lessor on the date of departure by Lessee to determine the condition of the Premises. If the Premises are not left in as good condition as when Lessee took possession, or if there is damage to the Premises, Lessee agrees to restore and otherwise repair the Premises, ordinary wear and tear excepted. A joint inspection of the Premises by Lessor and Lessee

will occur before Lessee occupies the Premises to establish a baseline condition.

20. **SIGNS**. Any exterior signs must be approved by Lessor.
21. **NO LESSOR RESPONSIBILITY**. Lessor shall not be responsible for any costs associated with the establishment or operation of the Food Service Operations at the leased Premises, except as specifically set forth in this Lease. Lessor shall in no way be responsible for Lessee's debts and contractual obligations associated with Lessee's use or operation of the Premises.
22. **RIGHT OF ENTRY**. Lessee shall allow Lessor, and any party acting under authority of Lessor, to enter upon the Premises for any purposes. Where practicable, Lessor shall provide the Lessee reasonable notice of such entries.
23. **HOLD HARMLESS**. Lessee shall indemnify and save Lessor, its agents, representatives, and employees, harmless from all claims for damage to property and for illness of, injury to or death of any persons arising from the use and operation of the Premises by Lessee.
24. **EMPLOYEES**. Lessee shall provide and pay a staff of its personnel on duty at the Premises for the efficient management of the Food Service Operations. Subject to the limitations of Paragraph 8, Lessee shall be reimbursed for the Direct Costs incurred by Lessee in connection with personnel on duty at the Premises, including compensation and related payroll costs, and shall charge the account a Charge for fringe benefits and human resource services.

Lessee agrees to interview all employees, presently employed by the current restaurant contractor at the Premises, who are interested in continuing their employment with Lessee. Lessee shall advise Lessor of those current employees who are not retained and the reason for their non-retention.

Lessee shall, at its cost and expense, arrange for a background check for each of its employees, as well as the employees of any of its sub-lessees, suppliers and subcontractors, who will have on-site access or remote electronic access to the Premises for the operation of the restaurants. Such background checks must include, at a minimum, the information contained in Commonwealth's Request for Criminal Record Check Form and procedure.

The background check must be conducted for each employee prior to access by the employee and semi-annually thereafter. Lessor must submit for each employee either: (1) a certification that there was a positive background check and no known employee propensity to, or connection with, violent or terroristic behavior; or (2) a request to the

Lessor for access by an individual who has a negative background check. Such request must be accompanied by: (1) full disclosure of the criminal activity or violent or terroristic propensities; (2) the reasons for the need to employ the individual; and (3) the safeguards, precautions or actions that will be taken by Lessee to ensure no recurrence of the individual's behavior.

No employee of Lessee will be given on-site access or remote electronic access to the Premises until Lessor approves that employee under the terms of this Paragraph. If, at any time, it is discovered that an employee of Lessee, sub-lessee, subcontractor or supplier working as defined above has a criminal record that includes a felony or misdemeanor which raises concerns about building security or is otherwise job-related, or if information comes to the attention of Lessee concerning an employee's propensity to, or connection with, violent or terroristic behavior, Lessee must: (1) not assign that employee to any facilities of Lessor; (2) remove any access privileges already given to the employee; and (3) not permit that employee remote access unless and until Lessor gives written approval. Lessor may withhold its approval in its complete discretion. Failure of Lessee to comply with the terms of this paragraph may result in a default of the Lease.

For the purposes of this Paragraph, a negative background check is one that contains activity classified as a felony or misdemeanor or any report containing information that indicates an employee's propensity to, or connection with, violent or terroristic behavior. A positive background check is one that contains no activity classified as a felony or misdemeanor and no knowledge or report containing information that indicates an employee's propensity to, or connection with, violent or terroristic behavior.

25. **FIRE SAFETY.** Lessor will maintain all fire protection signaling and control systems in the Premises. Lessee is responsible for implementing all other fire/safety practices/policies required by N.F.P.A. 101 pertaining to a C5 occupancy, including the installation, inspections, and maintenance of fire extinguishers. Lessee will notify Lessor of all inspection results/reports as occurring.
26. **RISK OF LOSS OR DAMAGE.** Lessee assumes the risk of loss or damage to the Premises and all equipment located at the Premises, whether Lessor-owned, Lessee- owned, or owned by a subcontractor, supplier or other third party.
27. **INSURANCE.** Lessee shall provide and maintain for the benefit of the Lessor and itself, as their respective interest may appear, adequate insurance in amounts satisfactory to Lessor with responsible insurance companies licensed to do business in the Commonwealth of Pennsylvania insuring:

- a. Worker's Compensation Insurance sufficient under the laws of Pennsylvania to cover all of its employees working on the Premises.
- b. Comprehensive General Liability Insurance in combination with excess of \$2,000,000 per occurrence, bodily injury and property damage combined, to include:
 - 1) Products Liability Insurance, and
 - 2) Fire and Extended Coverage on all contents owned by the Lessee related to facilities.
- c. Lessor agrees to immediately notify Lessee of all losses or claims for which it will seek indemnity under this agreement. Lessor agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Lessee and further agrees to fully cooperate with Lessee and Lessee's authorized representatives in the investigation, defense and settlement of all such claims.

Policies shall be occurrence rather than claims-made policies and shall include the Commonwealth of Pennsylvania as an additional insured except on Workers' Compensation, with respect to the liability arising out of the performance of Lessee's work under this contract. The Lessee or his/her insurance agent or company must forward evidence of the aforementioned liability insurance coverage to the Bureau of Real Estate/Land Management Division, Department of General Services, Room 505 North Office Building, Harrisburg, Pennsylvania, 17125, prior to occupancy.

The Lessee or his/her insurance agent or company shall notify Lessor at least 1 month prior to any transfer or cancellation of the aforementioned insurance coverage. Lessee shall charge the Food Service Operations account a Charge for providing insurance coverage and related services.

28. **INFORMATION TECHNOLOGY SYSTEM.** Lessee shall develop, implement, operate and maintain an information technology system (which may include, but not be limited to, hardware, owned and licensed software and systems support and training) to support the services provided by Lessee (the "IT System"). The Food Service Operations account will receive a Charge for the development, implementation, operation and maintenance of the IT System. Lessor shall provide a suitable environment, including such heat, air conditioning, phone and utility service as may be reasonably required for the operation of the IT System.

29. **CONFIDENTIAL INFORMATION AND PROPRIETARY MATERIALS.**

- a. **Confidential Information:** All financial, statistical, operating and personnel materials and information, including, but not limited to, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Lessee's business or the business of any subsidiary or affiliate to Lessee, shall be the property of Lessee and shall be confidential except to the extent that Lessor is required to disclose any such information by state or federal law or by order of a court of competent jurisdiction in which case Lessor agrees to provide prompt notice to Lessee of such requirement. Lessor shall keep such information confidential and shall so instruct its agents, employees and independent contractors, and the use of such information by Lessor in any manner shall not affect Lessee's ownership or the confidential nature of such information. Lessor shall not photocopy or otherwise duplicate any such materials without the prior written consent of Lessee.
- b. **Proprietary Materials:** Lessor agrees that all computer software programs, signage and marketing and promotional literature and material (collectively referred to as "Proprietary Materials") used by Lessee on Lessor's Premises in connection with Food Service Operations provided by Lessee under this Lease shall remain the property of Lessee. Upon termination of this Lease, all use of trademarks, service marks and logos owned by Lessee or licensed to Lessee by third parties shall be discontinued by Lessor, and Lessor shall immediately return to Lessee all Proprietary Materials.

30. **RECEIVING AREA, PARKING AND ACCESS TO THE PREMISES**. All deliveries to the Capitol Restaurant shall be made through the North Office Buildings garage entrance and parking area off of North Street. To access the Capitol Restaurant from this entrance, the Lessee shall have access to the freight elevator marked "Restaurant Only" which leads directly to the Capitol Restaurant kitchen.

All deliveries to the Capitol Restaurant shall be made through the North Office Buildings garage entrance and parking area off of North Street. To access the Capitol Restaurant from this entrance, the Lessee shall have access to the freight elevator marked "Restaurant Only" which leads directly to the Capitol Restaurant kitchen.

In addition to these delivery/transport accommodations, Lessee shall access the Premises through all public corridors and entrances. Lessee shall have access to the Premises between the hours of 6:00 AM and 5:00 PM. In the event of the Main Capitol and East Wing and/or Keystone Building being closed to the public, Lessee shall not be permitted to access the Premises. If Lessee is not permitted access to the Premises, Lessee's failure to perform any of the services required under this Lease will not be considered a breach of this Lease. Further, any losses incurred by Lessee as a result of Lessor's unreasonable denying Lessee access to the Premises shall be borne by Lessor.

31. **WILLFUL NEGLIGENCE.** Willful neglect, failure, or refusal by either party to carry out any substantial provisions of this Lease, shall be cause for termination of this Lease of such party has not cured such failure to carry out the substantial provision of this lease within ten (10) days of being notified by the other party of such failure.
32. **ORDINANCES AND REGULATIONS.** Lessee shall have the sole responsibility to comply with all federal, state, and local and municipal laws, ordinances and regulations with respect to the Food Service Operations. Lessee's failure to comply with this requirement shall be cause for termination of this Lease.
33. **CONDITIONS OF OCCUPANCY.** Lessee shall be permitted to occupy the Premises only after the following conditions are satisfied:
 - a. Proof of the required adequate liability and property insurance is provided to Lessor.
 - b. All licensure and occupancy requirements are completed to the satisfaction of Lessor.
34. **HEALTH AND SAFETY.** Lessee will comply with all local, state and federal health and safety standards for food preparation and food service.
35. **LIAISON.** Lessee shall designate a representative to act as its liaison with Lessor, and who shall meet with a representative of Lessor regularly to discuss all issues and problems related to this Lease. Such representative of Lessee shall also act as a point of contact for Lessor regarding all other routine matters regarding this Lease.
36. **DONATION OF EXCESS PREPARED FOOD.** Lessee agrees to make a good-faith effort to donate to a nonprofit organization for ultimate free distribution to needy individuals any apparently wholesome food or grocery products apparently fit for human consumption which are not consumed on the Premises. A good-faith effort includes, but is not limited to, contacting one or more of the entities appearing on the referral listing maintained by the Department of Agriculture. Lessee is hereby put on notice that liability will not attach if the Lessee complies with 42 Pa. C.S.A. Section 8338.
37. **MAIL AND PARCEL SERVICES.** Lessor will not sort, deliver, or accept the Lessee's mail, packages, or deliveries. Lessee may receive mail and packages for the restaurant addressed to:

Capitol Restaurant
Main Capitol Building and East Wing
Harrisburg, Pennsylvania 17125

38. **ALCOHOL AND FIREARMS.** Alcohol and firearms are not permitted on the Premises.
39. **DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT.**

[Intentionally left blank]

Lessee shall complete the Prime Contractor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to Lessor and BMWBO within **10** workdays at the end of each quarter the Lease is in force. This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business subcontractors and suppliers and Small Disadvantaged Business participants involved in joint ventures. Also, this information will serve as a record of fulfillment of the commitment the Lessee made and for which it received consideration for Disadvantaged Business participation. If there was no activity during the quarter then the form must be completed by stating "No activity in this quarter."

NOTE: EQUAL EMPLOYMENT OPPORTUNITY AND CONTRACT COMPLIANCE STATEMENTS REFERRING TO COMPANY EQUAL EMPLOYMENT OPPORTUNITY POLICIES OR PAST CONTRACT COMPLIANCE PRACTICES DO NOT CONSTITUTE PROOF OF DISADVANTAGED BUSINESSES STATUS OR DISADVANTAGED BUSINESSES UTILIZATION.

40. **PENNSYLVANIA LOTTERY.** Lessee will be required, within 90 days of the execution of the lease agreement, to successfully negotiate with the Pennsylvania Department of Revenue, for the acquisition and installation of a PA Lottery sales point. At minimum, Lessee must have the ability to sell instant tickets, and the ability to make payouts to winners at the point of sale at established legal levels.
41. **CONTRACTOR INTEGRITY PROVISIONS.** Included in and made a part of this Lease is *Exhibit "A"* (attached), a clause regarding Contractor Integrity by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "A"* shall refer to Lessee.
42. **NON-DISCRIMINATION/SEXUAL HARASSMENT.** Included in and made a part of this Lease is *Exhibit "B"* (attached), a clause regarding non-discrimination/sexual harassment by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "B"* shall refer to Lessee.
43. **AMERICANS WITH DISABILITIES ACT.** Included and made a part of this Lease is *Exhibit C"* (attached), a clause regarding compliance with the Americans With Disabilities Act by Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "C"* shall refer to Lessee.

44. **CONTRACTOR RESPONSIBILITY PROVISIONS**. Included and made a part of this Lease is *Exhibit "D"* (attached), a clause regarding Contractor Responsibility by the Lessee. It shall be understood that the word "Contractor" as used in *Exhibit "D"* shall refer to Lessee. It shall also be understood the signature of the Lessee on this Lease shall constitute the written certification required by the Contractor Responsibility Provisions.
45. **NOTICE**. Any notice or demand from Lessee to Lessor or from Lessor to Lessee shall be in writing and shall be delivered by hand or by deposit in the United States Mail, postage prepaid, via registered or certified mail.

If Lessor, in an envelope addressed to the attention of:

Department of General Services
Bureau of Real Estate
505 North Office Building
Harrisburg, PA 17125
Attn: Director of Real Estate

If to Lessee:

[Intentionally left blank]

46. **SURRENDER OF POSSESSION**. Lessee agrees to surrender possession and occupancy of the Premises peaceable at the termination of the Lease. Said surrender shall be consistent with all applicable terms, conditions and covenants of this Lease.
47. **TERMINATION FOR CAUSE**. If through any cause, Lessee shall fail to fulfill in a timely and proper manner its obligations under this Lease, Lessor shall give Lessee thirty days to correct the deficiency. If Lessee fails to correct the deficiency, Lessor may terminate this Lease by giving written notice to Lessee setting forth the reasons for and the effective date of such termination. If this Lease is terminated as a result of Lessee's nonperformance or unsatisfactory performance, Lessor shall have all rights and remedies available to it under this Lease and the law, including the right to seek damages.

Lessee may terminate this Lease for cause if Lessor fails to fulfill in a timely and proper manner its obligations under this Lease. Lessee shall give Lessor thirty days to correct the deficiency. If Lessor fails to correct the deficiency, Lessee may terminate this Lease by giving written notice to Lessor setting forth the reasons for and the effective date of such termination.

For purposes of this Lease, cause includes the Food Service Operations not being profitable for three or more Accounting Periods during any six-month period or not being profitable on a cumulative basis during any six-

month period, excluding the first three months after the effective date of this Lease. "Profitable" means Lessee recovers its full Entitlement and at least two percent of total Net Revenue from Food Service Operations for such Accounting Periods. If at any time after the first three months from the effective date of this Lease, Lessee's operations are not profitable, Lessee may notify Lessor and shall propose a plan to restore the Food Service Operations to profitability, and the parties agree to negotiate in good faith to adopt such a plan. If after 15 days the parties have not agreed to a plan to restore the Food Service Operations to profitability Lessee may terminate this Lease upon 30 days' notice to Lessor. In the event such termination by Lessee, Lessor shall have the sole option to extend this Lease for up to an additional 90 days from the effective date of termination to allow Lessor to obtain a replacement vendor. During this 90-day period, the amount payable to Lessor under paragraph 8(c) shall be eliminated if the Food Service Operations are not profitable. If the Lessor is unable to find a replacement vendor prior to the end of the 90-day period, Lessee may continue to provide the Food Service Operations under renegotiated financial terms.

48. **APPLICABLE LAW.** This Lease shall be interpreted, construed, and enforced in accordance with the laws and regulations promulgated by the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts.

50. **DISPUTES.**

a. In the event of a controversy or claim arising from this Lease Agreement, the Lessee must, within six months after the cause of action accrues, file a written claim with Lessor for a determination. The claim shall state all grounds upon which the Lessee asserts a controversy exists. If Lessee fails to file a claim or files an untimely claim, Lessee is deemed to have waived its right to assert a claim in any forum. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.

b. If Lessee or Lessor requests mediation and the other party agrees, Lessor shall promptly make arrangements for mediation. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required 120 days after receipt of the claim if mediation is unsuccessful. If mediation is not agreed to or if resolution is not reached through mediation, Lessor shall review timely-filed claims and issue a final determination, in writing, regarding the claim. The final determination shall be issued within 120 days of the receipt of the claim, unless extended by consent of Lessor and Lessee. Lessor shall send his/her written determination to Lessee. If Lessor fails to issue a final determination within the 120 days (unless extended by consent of the parties), the claim

shall be deemed denied. Lessor's determination shall be the final order of the Commonwealth.

- c. Within fifteen (15) days of the mailing date of the determination denying a claim or within 135 days of filing a claim if, no extension is agreed to by the parties, whichever occurs first, Lessee may file a statement of claim with the Commonwealth Board of Claims. Pending a final judicial resolution of a controversy or claim, Lessee shall proceed diligently with the performance of the Lease Agreement in a manner consistent with the determination of Lessor and Lessor shall compensate Lessee pursuant to the terms of the Lease Agreement.

51. **CONTACTS WITH THE MEDIA.** Lessee shall not issue any news releases about Dining Services or this Lease to the media without the prior written approval of the Lessor.
52. **SEVERABILITY.** If a Court of competent jurisdiction or governmental regulatory agency determines any portion of the Lease to be invalid, it shall be severed and the remaining portions of this Lease shall control.
53. **ENTIRE AGREEMENT, AMENDMENTS.** This Lease constitutes the entire agreement between the parties. This Lease may be amended, modified or terminated at any time, but an amendment or modification changing the scope or terms of this Lease shall have no force or effect unless it is in writing and signed by all parties to this Lease.

IN WITNESS WHEREOF the parties hereto have caused this Lease to be duly executed by their respective authorized officers and officials, and their respective seals affixed as of the day and year first above written.

ATTEST:

Signature

Printed Name

Title

LESSEE:

By _____

Name _____

Title _____

LESSOR

COMMONWEALTH OF PENNSYLVANIA
Acting Through

DEPARTMENT OF GENERAL SERVICES

By: _____

Name: _____

Title: _____

ATTEST:

APPROVED AS TO FORM AND LEGALITY

OFFICE OF GENERAL COUNSEL

By: _____

OFFICE OF ATTORNEY GENERAL

By: _____

Exhibit A

CONTRACTOR INTEGRITY PROVISIONS

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 procurement process.

In furtherance of this policy, Contractor agrees to the following:

- a. 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 with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all Contractor employees.
- c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act, 71 P.S. §776.1 et seq.*; and the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#), or to breach any other state or federal law or regulation.
- d. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.
- e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the [Governor’s Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.](#) or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.
- f. Contractor, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any Commonwealth official or employee.

- g. Contractor, its affiliates, agents, employees, or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the contract, except as provided in the contract.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's 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 submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data, or records provided to, or prepared by, Contractor under this contract without the prior written approval of the Commonwealth, except as required by the *Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this contract. Any information, documents, reports, data, or records secured by Contractor from the Commonwealth or a third party in connection with the performance of this contract shall be kept confidential unless disclosure of such information is:
 - 1. Approved in writing by the Commonwealth prior to its disclosure; or
 - 2. Directed by a court or other tribunal of competent jurisdiction unless the contract requires prior Commonwealth approval; or
 - 3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
 - 4. Necessary for purposes of Contractor's internal assessment and review; or
 - 5. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the Commonwealth; or
 - 6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain: or
 - 7. Otherwise required by law.
- j. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners has not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the Commonwealth agency contracting officer in writing if and when it or any officer, director, associate, partner,

limited partner or individual owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

1. Commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
 - (a) obtaining;
 - (b) attempting to obtain; or
 - (c) performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

3. Violation of federal or state antitrust statutes.
4. Violation of any federal or state law regulating campaign contributions.
5. Violation of any federal or state environmental law.
6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
7. Violation of the *Act of June 2, 1915 (P.L.736, No. 338)*, known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
8. Violation of any federal or state law prohibiting discrimination in employment.
9. Debarment by any agency or department of the federal government or by any other state.
10. Any other crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the Commonwealth may, in its sole discretion, terminate the contract for cause upon such notification or when

the Commonwealth otherwise learns that Contractor has been officially notified, charged, or convicted.

- k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641 of the Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:
1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or
 2. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, Contractor shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- l. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. § 13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal Commonwealth procurement communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.
- m. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these provisions has occurred 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 Commonwealth Inspector General in writing.
- n. 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.

- o. Contractor shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of the Office of 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 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 refers to or concern this contract.

- p. 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.

- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph 17.
 - 1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to Contractor from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of Contractor; or e) has not been independently developed by Contractor without the use of confidential information of the Commonwealth.

 - 2. "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 pre-qualification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this contract.

 - 3. "Contractor" means the individual or entity that has entered into this contract with the Commonwealth, including those directors, officers, partners, managers, and owners having more than a five percent interest in Contractor.

 - 4. "Financial interest" means:

- (a) Ownership of more than a five percent interest in any business; or
 - (b) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5. “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.
6. “Immediate family” means a spouse and any unemancipated child.
7. “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.
8. “Political contribution” means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

Exhibit B

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

During the terms of this contract, Contractor agrees as follows:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.
3. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
4. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contracts relates.
5. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this NonDiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.
6. The contractor shall include the provisions of this NonDiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.
7. The Commonwealth may cancel or terminate the contract, and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this NonDiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

Exhibit C

THE AMERICANS WITH DISABILITIES ACT

During the term of this contract, the Contractor agrees as follows:

1. 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 this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. 35.130, and all other regulations promulgated under Title 11 of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth of Pennsylvania through contracts with outside contractors.
2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth of Pennsylvania as a result of the Contractor's failure to comply with the provisions of paragraph 1 above.

Exhibit D

CONTRACTOR RESPONSIBILITY PROVISIONS

For the purpose of these provisions, the term “contractor” is defined as any person, including, but not limited to, bidder, offeror, loan recipient, lessee/sublessee, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the Commonwealth or its state-affiliated entities, and state-related institutions. The term “contractor” may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the Commonwealth.

1. The contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any Commonwealth contract, that neither the contractor, nor any subcontractors, nor any suppliers 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 the bid/proposal, a written explanation of why such certification cannot be made.
2. The contractor must also certify, in writing, that as of the date of its execution of any Commonwealth contract it has no tax liabilities or other Commonwealth obligations.
3. 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 contracting agency, 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 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.
4. The failure of the contractor to notify the contracting agency 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.
5. 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, which 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.

6. The contractor may obtain a current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dgs.state.pa.us/debarment.htm> or contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone No: (717) 783-6472
FAX No: (717) 787-9138