



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposal (SFP) #94832 to lease to the Commonwealth 9,000 usable square feet of office space in Dauphin County, Pennsylvania. The space will be occupied by the Pennsylvania State Police.

The availability of private and/or public parking should be included in proposals.

Enclosed you will find SFP #94832 which includes four (4) appendices, including the Commonwealth's Standard Lease Terms & Conditions.

This SFP contains information that will guide you in preparing a proposal submission on the required forms. **To be considered, all proposals must be submitted utilizing the forms identified in Appendix B.** Proposals must be addressed to the Bureau of Real Estate, Room 503, North Office Building, Harrisburg, Pennsylvania 17125 and received by the Commonwealth of Pennsylvania by 3:00 P.M., October 21, 2016. **PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.**

PLEASE NOTE THAT SFPs ARE NOT PUBLIC BID OPENINGS.

Your proposal must be submitted in a sealed envelope. THE ENVELOPE MUST BE MARKED WITH SFP#94832, AGENCY'S NAME, DGS LEASING COORDINATOR'S NAME, SQUARE FOOTAGE, AND DUE DATE. THIS INFORMATION MUST ALSO BE SHOWN ON THE OUTSIDE OF ANY COURIER OR MAILING ENVELOPE. Do not submit a proposal for another SFP in the same envelope with your proposal for this particular SFP. Please be advised that this is a proposal solicitation process. The Commonwealth of Pennsylvania reserves the right to reject any or all offers, waive any defect or negotiate for better terms.

This solicitation reflects material changes which have been made to the Commonwealth lease solicitation process. Payment of prevailing wages is now a requirement of the Commonwealth's leasing program when a proposer offers to construct a new facility or substantially rehabilitate an existing facility. Specific information on the payment of prevailing wages requirement can be found on Page 5 of this SFP. There are also new requirements concerning the Right to Know Law. Specific information on the disclosure of proposal contents can be found on Page 8 of this SFP.

Please be sure to carefully read the whole document. If you have any questions concerning the attached information, please contact Carol Munley directly at (717) 787-7412 or via email at cmunley@pa.gov.

**503 North Office Building, Harrisburg, PA 17125
Telephone: 717-787-4394 FAX No: 717-783-0570**

SOLICITATION FOR PROPOSAL (SFP) # 94832

Dauphin County
Pennsylvania State Police Warehouse

Date of Issue:
August 22, 2016

Issuing Office:
Department of General Services
Bureau of Real Estate
Room 503 North Office Building
Harrisburg, Pennsylvania 17125
(717) 787-4394

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I. GENERAL INFORMATION FOR THE PROPOSER

PURPOSE

The purpose of this Solicitation for Proposal (SFP) is to obtain proposals to provide 9,000 net usable square feet of warehouse space. The space must be located within the following boundaries: Within a 10-mile radius of the intersection of SR 39 Hershey Road and SR 22 Allentown Boulevard, Harrisburg, PA 17112. Proposals which offer space outside of these boundaries cannot be considered for award of the lease.

Proposers should prepare and submit proposals to be considered by the Commonwealth of Pennsylvania (Commonwealth) for a fifteen (15) year lease (with options for three (3) five (5) year renewal terms) to be occupied by the Pennsylvania State Police.

The availability of private and/or public parking should be included in proposals.

ISSUING OFFICE

The Department of General Services (DGS), Bureau of Real Estate, issues this SFP for the Commonwealth. The point of contact is:

Carol Munley
Department of General Services
Bureau of Real Estate
Room 503 North Office Building
Harrisburg, PA 17125
(717) 787-7412

Only the DGS Bureau of Real Estate is authorized to negotiate the terms and conditions of a proposed lease agreement. No understanding shall be binding upon the Commonwealth until all of the following occur: (1) the parties' understanding has been reduced to a formal written lease agreement; (2) the lease agreement has received all necessary Commonwealth approvals, including, but not limited to, the approval of the Board of Commissioners of Public Grounds and Buildings; (3) the lease agreement has been signed by the Secretary of the Department of General Services, and (4) the fully executed lease agreement has been delivered by DGS to the selected proposer.

SCOPE

This SFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the services to be provided; requirements that must be met to be eligible for consideration; and other requirements to be met by each interested party.

RESPONSE DATE

To be considered, proposals must arrive at the issuing office, on or before the due date and time specified in this SFP. **ALL LATE PROPOSALS SHALL BE REJECTED.**

NOTICE TO PROPOSERS OF PREVAILING WAGE REQUIREMENTS

To the extent that a proposer offers to construct a new facility, to substantially rehabilitate an existing facility, or to substantially alter an existing facility in accordance with Commonwealth agency specifications/drawings, and the construction/substantial rehabilitation/substantial alterations will have a total estimated cost that exceeds \$25,000, the following prevailing wage requirements shall be included in the lease.

“Substantial rehabilitation” is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by the Commonwealth agency. As a guideline, if the building foundations, building shell (outer walls, interior support walls or roof) or major building systems (HVAC, plumbing, electrical) are substantially altered or replaced, it is substantial rehabilitation. “Substantial alterations” are those alterations to an existing facility by the lessor in accordance with Commonwealth agency specifications/plans/drawings where final plans, drawings and specifications must be reviewed and approved by the Commonwealth agency. These terms do not include cosmetic improvements, routine maintenance, minor non-structural alterations and upgrades.

The lease shall require the lessor and lessor’s contractor(s) to pay no less than the wage rates as issued by the Secretary of the Pennsylvania Department of Labor and Industry for each craft or classification of all workers needed to perform the contract(s) for the construction/substantial rehabilitation/substantial alterations of the facility. The construction/substantial rehabilitation/substantial alterations required by the lease will be subject to the provisions, conditions, duties, requirements, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.* The prevailing minimum wage predetermination, as issued by the Secretary of Labor and Industry, shall be attached to the lease and made a part of the lease. No workers may be employed in the construction/substantial rehabilitation/substantial alterations, except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary of Labor and Industry. If additional or different classifications are necessary, the lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.

The rent requested by proposers offering to construct a new facility or to substantially rehabilitate an existing facility or to make substantial alterations must take into consideration the requirement of the lessor and lessor’s contractor(s) to pay no less than the prevailing wage rates issued by the Secretary of Labor and Industry.

In order to view the current prevailing wages for each craft or classification of workers needed to perform the contract(s) for the construction/substantial rehabilitation/substantial alterations of the leased facility for the locality where the facility will be constructed/substantially rehabilitated go to <http://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx> and request the prevailing wages. These are the applicable wage rates **provided** a lease is negotiated and fully executed within 120 days of the proposal response date. In the event the lease is not fully executed within this 120 day period, it will be necessary to request and obtain new, current prevailing minimum wage

rates from the Secretary of Labor and Industry that the lessor or lessor's contractors must pay to those employees involved in the construction/improvement/alteration of the leased facility.

Proposals must include a statement indicating whether or not the rent is based upon the requirement to pay prevailing wages.

If, after receipt of proposals, the DGS determines that the lessor and lessor's contractor(s) should pay the prevailing minimum wage rates when the lessor's proposal did not include consideration of this requirement, DGS may give the proposer the opportunity to revise its offered rental amounts to include allowance for payment of prevailing wages. When such a determination is made, the lease shall require, or be amended to require, the lessor and lessor's contractor(s) to pay the prevailing minimum wage rates as issued by the Secretary of the Pennsylvania Department of Labor and Industry. If this occurs, the lessor and DGS shall negotiate either an increase in the rental rate or the amount of a one-time payment to cover the increase in cost as a result of including this requirement. The lease will be subject to the provisions, conditions, duties, requirements, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.*

SUBMISSION OF PROPOSALS

To be considered, interested parties must submit a complete response to this SFP, using the format provided in the "Proposal Requirement" section of this document. An interested party will make no other distribution of the proposal. An official who is authorized to bind the interested party to its provisions must sign the proposal. For this SFP, the conditions of the proposal must remain valid for at least ninety (90) days from the end date of this SFP. **Moreover, the conditions of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.**

A complete proposal package is necessary for evaluation of your proposal. Failure to include any of the required information or forms will delay evaluation of your proposal and may, at the Commonwealth's sole discretion, result in the rejection of your proposal.

The Commonwealth now allows alternate responses for one solicitation. In order to be considered as a complying submission, a proposal must initially adhere strictly to the solicitation specifications in all material regards. However, in addition to this component, a proposer may, at the proposer's discretion, submit one or more alternate proposals that vary from the specifications. In particular, the proposer may, by way of example, propose alternate finishes or spatial layouts that allow the proposer to submit a more competitive price proposal. The proposal must clearly label the primary proposal, and all alternates, and a clear breakdown of the price differentials should be delineated. DGS will consider and evaluate the primary and all alternate proposals at its sole discretion.

SELECTED PROPOSAL

The selected party will be expected to enter into a lease agreement with the Commonwealth's Lease Standard Terms & Conditions, which are attached as **APPENDIX A** of this SFP. **Proposers will be notified, in writing, of their selection or non-selection.**

REJECTION OF PROPOSALS

The Commonwealth reserves the right to reject any and/or all proposals received as a result of this request, or to negotiate separately with competing proposers. If, in the opinion of the Commonwealth, contract negotiations with the selected party cannot be concluded **within 30 days following the selected party's receipt of a draft lease agreement**, the Commonwealth may, at its sole discretion, immediately discontinue negotiations with the selected party and commence negotiations with any other interested party.

INCURRING COSTS

The Commonwealth is not liable for any costs incurred by interested parties related to the preparation of their proposals for this SFP.

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.

ORAL PRESENTATION

An interested party that submits a proposal may be required to make an oral presentation of its development plan to DGS.

AMENDMENT TO THE SFP

If it becomes necessary to revise any part of this SFP, an amendment will be issued on eMarketplace (www.emarketplace.state.pa.us). **It will be the interested party's responsibility to check the website for amendments to the SFP prior to the submission of its proposal.**

SELECTED PARTY RESPONSIBILITIES

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

DISCLOSURE OF PROPOSAL CONTENTS

- **Confidential Information.** The Commonwealth 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 as described 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.
- **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 lease. 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:

After the award of a lease pursuant to this SFP, 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 from disclosure under 65 P.S. § 67.708(b)(11).

NEWS RELEASES

Any news releases pertaining to this project will be made in coordination with the issuing office, and subject to Commonwealth approval.

FACILITY ACCESS

Consistent with safety and operational factors, the selected proposer will provide the Commonwealth unlimited access to the leased premises during the construction period.

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 PRECEDENCE

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

II. PROPOSAL REQUIREMENTS

INTRODUCTION

This section contains instructions governing the proposals to be submitted and the material to be included in the proposal. The proposal shall be submitted in the format delineated below.

It is the obligation of the proposer to become fully cognizant of all factors relevant to the site including, but not limited to, existing and surrounding zoning and zoning requirements, physical characteristics and conditions of the site and improvements, asbestos and environmental hazards, adequacy of public facilities, utility services, legal restrictions, and all other information relating to legal requirements, land-use planning, or design requirements and restraints. If submitting a proposal for a site that is currently under a pending Agreement of Sale, it is recommended that the proposer secure options to extend the Agreement of Sale for a minimum period of one (1) year to allow sufficient time for a lease agreement to be fully executed.

REQUIRED DOCUMENTS

The following required documents **must** be completed accurately and submitted as part of your proposal (**APPENDIX B**):

1. **GSRE -19 Proposal to Lease Space to the Commonwealth**

As indicated on GSRE – 19, certain required services should be included as part of your proposal. The required services are, but are not limited to, the following, unless otherwise specified in this SFP:

- a. Snow and Ice Removal
- b. Lawn and Shrub Care
- c. Acquisition of the Site
- d. Permitting
- e. All Professional Fees
- f. Financing
- g. Building Construction
- h. Real Estate Taxes
- i. Insurance

2. **GSRE - 6 Lessor Identity Disclosure**

3. **GSRE - 47 Agency Agreement/Limited Agent Authority**

4. **GSRE - 42M Contractor Responsibility Certification**

5. **GSRE - 54 Notice - Bureau of Real Estate is Sole Agent for Commonwealth**

6. **GSRE – 63 Acknowledgment/Usable Area Definition**

7. **Prevailing Wage Pre-determination issued by the Department of Labor & Industry**

In addition to the required standard forms, a graphic schedule and narrative on the schedule through the design and construction phases of the project is required. This schedule will be used in reference to **Paragraph 17** of the Lease Standard Terms &

Conditions, (APPENDIX A), and will include how the proposer plans to meet its proposed final completion date. The schedule for the development of the site should include but is not limited to:

- Test Fit
- Site Control (*the Department of General Services recommends proposers obtain and maintain site control for the proposed property for a minimum period of 180 days from the end date of this SFP in order to allow sufficient time for site selection by the tenant agency, negotiations, processing and Lease execution*)
- Code and Building Permit Approvals
- Construction
- Utility Disconnect/Reconnect

ADDITIONAL INFORMATION

In order to assist with the evaluation of your proposal, the following should be included with your proposal package:

- Proposer should disclose the flood plain the proposed property lies in (100 year, 500 year, etc.)
- Drawings - Site Plan(s), Floor Plans, Elevations and Building Sections.
- Photographs - Please mark photographs for easy reference.
- Any documentation the proposer determines to be necessary to explain the proposal.

APPENDIX A

LEASE STANDARD TERMS AND CONDITIONS

CONSTRUCTION COMPLETION TIMELINE (from Execution Date):

Construction Period (if applicable): Days

Amortized Construction Costs (if any):

Lessor and Lessee have agreed to the following Lease changes prior to execution:

-
- All other provisions of these Terms & Conditions which are not specifically modified as above remain in full force and effect.

This Lease is comprised of: (1) this Lease Cover Sheet; (2) Attachment A, (“Lease Standard Terms and Conditions”, including all Exhibits referred to therein); (3) Attachment B, (“Commonwealth of Pennsylvania Standard Building Specifications”); and (4) Attachment C, (“Commonwealth of Pennsylvania Using Agency Building Specifications”).

LESSOR:

Signature: _____

Printed Name: _____

Title: _____

LESSEE:

Commonwealth of Pennsylvania
Acting Through The
Department of General Services

Signature: _____

Printed Name: _____ Curtis M. Topper

Title: _____ Acting Secretary of General Services

BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS:

Commonwealth Treasurer

Governor

APPROVED AS TO FORM AND LEGALITY:

Office of General Counsel

By _____

Office of Attorney General

By _____

This Lease is comprised of: (1) this Lease Cover Sheet; (2) Attachment A, ("Lease Standard Terms and Conditions", including all Exhibits referred to therein); (3) Attachment B, ("Commonwealth of Pennsylvania Standard Building Specifications"); and (4) Attachment C, ("Commonwealth of Pennsylvania Using Agency Building Specifications").

ATTACHMENT A

Lease Standard Terms and Conditions

I. Definitions:

The following terms shall be defined as follows:

1. **Additional Rent** – Adjustable rent, up to a maximum annual amount of 5% of the preceding year's Additional Rent, shall be made to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. The actual amount of the adjustment (increase or decrease) shall be determined by annually applying the CPI-U, NE Cities Index (Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics) to the amount of the Additional Rent for the preceding year of the Lease. The Additional Rent shall not be adjusted to reflect actual costs incurred by Lessor during the term of this Lease, nor shall the amounts paid as Additional Rent be adjusted to reflect changes in the above Lessor costs.
2. **Base Rent** – Negotiated rent, not including Additional Rent, due to Lessor.
3. **Commencement Date** – The first day of the calendar month after the date the Premises are accepted for occupancy by the Lessee, as memorialized by the Using Agency's completion and execution of an "Acceptance of Leased Premises and/or Renovations Inspection Report" (GSRE-42-N(08-13), a sample of which is attached hereto as **Exhibit 1**.
4. **Common Areas** – Any space in a building affording common use for all tenants, with the exception of vertical penetrations (elevator shafts, flues, vertical ducting). Common Areas shall include but not be limited to building and elevator lobbies, corridors including but not limited to those leading from the elevator to the tenant space, restrooms, building break rooms, building conference rooms, janitorial closets and storage rooms.
5. **Commonwealth of Pennsylvania Standard Building Specifications** – The Commonwealth's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on **Attachment B**.
6. **Commonwealth of Pennsylvania Using Agency Building Specifications** – The Commonwealth of Pennsylvania's standards for building, renovating, maintaining, operating, and repairing the Premises as set forth on **Attachment C**. Items referenced in these specifications are specific to the Using Agency and may not apply to all Commonwealth leases.
7. **Consent Form** – A document signed by the Lessor, and approved by DGS/BRE, that states that the Lessor is aware of the Leasehold Improvement(s) requested by the Lessee and that the Lessor is allowing the Lessee to complete those Leasehold Improvements at Lessee's cost, as set forth on **Exhibit 2**.
8. **CPI** – The United States Bureau of Labor, Statistics, Consumer Price Index, all Urban Consumers, Northeast Cities Index, all items, as found in Table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics. The CPI-U, NE Cities Index reported four months prior to each anniversary of the Commencement Date shall be used to determine the amount of the adjustment to the Additional Rental Rate.
9. **DGS/BRE** – Department of General Services, Bureau of Real Estate.

10. **Execution Date** – Shall be the date the lease is signed by the Secretary of General Services after all other approvals have been obtained and shall be entered on the appropriate line of the first page of the Lease Cover Sheet.
11. **Expiration Date** – Shall be the date the lease is set to expire as identified on the Lease Cover Sheet.
12. **Initial Term** – Shall be the number of years identified on the Lease Cover Sheet that begins on the Commencement Date.
13. **Lease** – Is collectively comprised of all of the documents as identified on the Lease Cover Sheet.
14. **Lease Cover Sheet** – Shall include, but not be limited to, the name of the Lessor, the name of the Lessee, the Rent, the Initial Term, and the Net Usable Square Feet. Shall be the cover page to the Lease.
15. **Lease Amendment** – Written agreement between Lessor and Lessee which modifies the Lease.
16. **Leasehold Improvements** – Additions, alterations or improvements to the Premises and/or Common Areas, which occur after the Commencement Date.
17. **Lease Year** – Each successive twelve (12) month period starting on the Commencement Date.
18. **Lessee** – The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency identified on the Lease Cover Sheet.
19. **Lessor** – Title owner that has the right to lease the Premises to Lessee.
20. **Net Usable Square Feet** – Shall be the number of square feet identified on the Lease Cover Sheet. Measurement computed by measuring the area to be used by the Using Agency from the inside perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the leased space, mechanical and building equipment rooms and any area used by the Lessor. Lessor agrees that in a multiple tenant facility, if the building configuration requires a common access corridor serving more than one Commonwealth program area entrances, then that corridor space shall not be considered part of the net usable square footage.
21. **Normal Business Hours** – Monday through Friday 7:00 a.m. - 7:00 p.m. unless otherwise specified on the Lease Cover Sheet.
22. **Pre-Construction Meeting** – Meeting held between the Lessee, including but not limited to its agents, employees, licensees or invitees, and Lessor, including but not limited to its agents, contractors, subcontractors, employees, licensees, or invitees, after a lease or amendment is fully executed, but prior to any Work commencing on the leased Premises. This meeting is intended to review and discuss final plans, timelines and concerns of all parties involved.
23. **Premises** -- The property or part of the property, more specifically described on the plan and/or specifications attached to this Lease and consisting of the amount of net usable square feet identified on the Lease Cover Sheet, together with Common Areas. Lessor and Lessee agree that the plan and/or specifications are subject to adjustment as agreed upon by the Lessor and Lessee, and in the event that there are adjustments to the plan and/or specifications, the Lessor and Lessee agree to replace any documents related hereto with a revised version of such document in order to accurately depict the Premises.
24. **Rent** – The monthly payment to Lessor by Lessee for use of the Premises, as determined by multiplying the amount of Net Usable Square Feet set forth on the Lease Cover Sheet by the Rental Rate. Rent shall be paid in equal monthly installments.
25. **Rental Rate** – The sum of the Base Rent and the Additional Rent, as set forth on the Lease Cover Sheet.
26. **Termination Date** – shall be the date the Lease is terminated with prior notification from the Lessee to the Lessor.

27. **Using Agency** – The Commonwealth of Pennsylvania Agency which occupies the leased Premises and is identified on the Lease Cover Sheet.
28. **Work** – Consists of the construction and renovation of the Premises substantially in accordance with all plans and specifications set forth on **Attachment B** and **Attachment C**.

II. Background:

1. By the *Act of April 9, 1929, P.L. 177, as amended, 71 P.S. Section 632(d)*, the Department of General Services is, with the approval of the Board of Commissioners of Public Grounds and Buildings, authorized and empowered to rent proper and adequate offices, rooms or accommodations for any department, board or commission which cannot be properly and adequately accommodated with offices, rooms and accommodations in the Capitol buildings.
2. Lessee desires to lease the net usable square footage, as defined on the Lease Cover Sheet, from Lessor for use by the Using Agency, upon the terms and conditions set forth in the Lease.
3. Lessor owns or has the right to lease the Premises to Lessee.
4. In consideration of the following mutual promises and intending to be legally bound hereby, Lessor and Lessee agree to the following Terms and Conditions:

III. Terms and Conditions:

1. **Incorporation of Definitions and Background Clauses.** Any and all background clauses, definitions and Exhibits are incorporated into the Lease by reference.
2. **Premises.**
 - a. Lessor leases the Premises to Lessee for use and occupancy by the Using Agency, and Lessee leases the Premises from Lessor for use and occupancy by the Using Agency.
 - b. The Net Usable Square Feet shall be subject to verification, in accordance with the procedure set forth in Paragraph 17 "Completion" below. Lessee shall have the right to use any space within the Premises in excess of the Net Usable Square Feet without the requirement to pay any additional rent, costs or charges. In the event the actual net usable square feet is less than the Net Usable Square Feet, then, Lessee shall have the right to (i) reduce the amount of Net Usable Square Feet and pay for the reduced amount of the Net Usable Square Feet; or (ii) terminate the Lease without liability for any costs or future rent, if Lessee determines, in its sole judgment, that the actual amount of Net Usable Square Feet provided is insufficient to meet Lessee's needs.
 - c. Lessor shall lease the number of parking spaces to Lessee as referenced on the Lease Cover Sheet. Lessor agrees that these parking spaces are included in the Rental Rate for the Premises as set forth on the Lease Cover Sheet. Lessor agrees that there is no additional payment due for these parking spaces.
3. **Term.** The Initial Term of the Lease shall be the number of years referenced on the Lease Cover Sheet. The Initial Term shall begin on the Commencement Date and end, without the necessity of notice from either party to the other, on the expiration of the number of years in the term, subject to the renewal options set forth on the Lease Cover Sheet.
4. **Rent.**
 - a. Lessee shall pay Lessor Rent for the use and occupancy of the Premises.
 - b. The Rental Rate for all succeeding Lease Years, including any option terms, shall be calculated by Lessee, without the necessity of a request from Lessor, as follows:
 - i. Multiply the percentage of change in the CPI by the Additional Rent for the then current Lease Year. The resulting product will equal the amount of increase or decrease in the Additional Rent for the succeeding Lease Year.

- ii. The amount of the increase or decrease shall be applied to the Additional Rental Rate for the current Lease Year, to arrive at the Additional Rent for the succeeding Lease Year. The adjusted Additional Rent will then be added to the Base Rent to calculate the Rental Rate for the succeeding Lease Year.

5. **Rent Payments.**

- a. Lessee shall make Rent payments electronically through Automated Clearing House (“ACH”). Lessor shall complete the Pennsylvania Electronic Payment Program (PEPP) Enrollment Form, which is available at: <https://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>.
 - i. No later than 10 days after Lessor’s receipt of the executed Lease, Lessor shall submit the completed PEPP Enrollment Form by fax to the Commonwealth of Pennsylvania, Vendor Data Management Unit, Payable Service Center at 717-214-0140, or by mail to the Commonwealth of Pennsylvania, Office of Budget, Payable Services Center, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - ii. It shall be the responsibility of the Lessor to ensure that the ACH information submitted is correct and to ensure the most current information is provided to the Vendor Data Management Unit throughout the term of the Lease. Failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent payments.
 - iii. Lessor hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent.
- b. Lessee reserves the right, upon thirty (30) days prior written notice to Lessor, to offset future Rent payments to recover any prior Rent overpayment made by Lessee to Lessor.
- c. Lessor agrees that Lessee may offset the amount of any state tax liability or other obligation of Lessor or its subsidiaries to the Commonwealth against any payments due the Lessor under any contract with the Commonwealth.

6. **Taxes.** Lessor shall pay, in a timely manner, all real estate taxes and municipal, general and special assessments and other taxes of any nature applicable to the Premises and the Common Areas, as well as the parking spaces subject to this Lease, directly to the taxing authority.

7. **Non-Appropriation/Cancellation.** It is understood and agreed between the parties hereto that if the governmental function for which the Premises are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the Rent or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the Lessee shall have the right to cancel this Lease by giving one month’s notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this Lease and the Lease is canceled pursuant to the provisions of this Paragraph, if the Agency’s annual appropriations permit, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee’s request, and which are peculiar to Lessee’s tenancy.

8. **Termination for Convenience.** In addition to any rights of termination already contained in the Lease, Lessee is hereby granted the right to terminate this Lease in accordance with this clause whenever the Lessee shall determine in its sole discretion that such termination is in the best interest of the Lessee. Lessee must provide at least six (6) months prior written notice to Lessor of the intended date of termination. Such termination date may not be prior to the expiration of at least fifty percent (50%) of the initial term of this Lease. In the event Lessee exercises this option to terminate for its convenience, Lessee shall pay Lessor a sum equivalent to three (3) months Base Rent as an early termination fee (early termination fee). In addition to the early termination fee, if the parties have agreed on the total costs of renovations prior to the execution of the Lease and the Lease is cancelled by Lessee pursuant to the provisions of this Paragraph, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee’s request, and which are peculiar to Lessee’s tenancy.

Upon payment of the early termination fee, and any unamortized costs (if applicable), Lessor releases Lessee from any claims whatsoever, at such time or in the future, whether known or unknown, for any damages, consequences or liabilities associated with Lessee's exercise of this Termination for Convenience clause.

9. **Options.** Lessee, at its sole discretion, shall have the option to renew this Lease for additional terms as identified on the Lease Cover Sheet. In order to exercise an option, Lessee must give Lessor three (3) months' prior written notice before the expiration of the then current term of this Lease. The Rental Rate for each option term shall be calculated by adding the Additional Rent to the Base Rent for the option term.
10. **Holdover/Termination.** Should Lessee holdover in possession after the expiration of the Initial Term of this Lease (without exercising any option to renew), or after the expiration of any renewal term (without exercising any remaining option to renew), such holding over shall not be deemed to extend the term of this Lease or any renewal term, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this Lease, until either party shall give the other three (3) months' notice in writing of its intention to terminate the tenancy. During any such holdover periods, the Base Rent will remain the same, for a period of three (3) months, as it was prior to the expiration of the term. Effective on the first day of the fourth month of any holdover period, the Lessee shall pay the amount of the Base Rent specified for the Option period as identified on the Lease Cover Sheet.
11. **Lessor's Duty to Mitigate Damages.** In the event Lessee abandons the Premises prior to the end of the then-current lease term, Lessor shall have an affirmative duty to proceed in good faith and with due diligence to make reasonable efforts to mitigate its damages and prevent further loss.
12. **Lessee's Alteration Rights.** For the life of the Lease, the Lessee must be offered the option to upgrade existing space for operational use, or to make additional alterations and renovations to the facility. In situations when the Lessor pays the upfront costs for the renovations or upgrades to the existing space, Lessor and Lessee hereby agree and acknowledge that the Lessee will reimburse Lessor.
13. **Utilities**
 - a. Lessor shall, at its sole cost and in return for Rent paid by Lessee pursuant to this Lease, provide, maintain, and pay the costs and periodic charges for, the following:
 - i. Heat, ventilation and air conditioning ("HVAC") for the Premises and all Common Areas in accordance with the standards set forth in **Attachment B**;
 - ii. All energy and utilities provided, used and consumed on the Premises and the Common Areas, including but not limited to gas, oil, electric, steam, water and sewer; except usage charges for telephone, CATV, internet and other communication services utilized by Lessee, which shall be arranged for and paid by Lessee;
 - iii. Hot and cold water to the Premises and the Common Areas (including restrooms within or serving the Premises); and
 - iv. Passenger and freight elevator services (including loading dock access and use) for access within, to and from the Premises. Lessor shall make no change in the elevator service provided to Lessee after the Commencement Date, without the Lessee's prior written consent.
 - b. Lessor shall, at its sole cost and in return for Rent paid by Lessee, provide access and consent to install or connect telecommunications cabling and equipment, including but not limited to telephone, CATV, high speed data transmission and internet connectivity on each floor of the Premises, occupied by Lessee, Lessor shall coordinate with the Using Agency designee and selected provider to arrange for such installation and connection through such infrastructure at Lessor's expense and in accordance with **Attachment B** and **Attachment C**. Additional changes or upgrades to the voice and data system after the initial scope of work is completed will be at the Lessee's expense and Lessor will provide access and consent to install.
 - i. The amount of Rent presumes a normal work week and hours for the Using Agency employees of Monday through Friday, from 7:00 A.M. to 7:00 P.M, unless otherwise specified

in **Attachment C**. Lessee shall have the right to use the Premises seven days a week, twenty-four hours a day.

- c. All other utility services, and elevator service, shall be maintained to the Premises and the Common Areas at the same level of service during all hours as during normal business hours, without additional cost to Lessee.

14. **Services.**

- a. *Ice and Snow Removal.* Lessor is responsible for snow and ice removal of sidewalks and parking areas within four hours after cessation of snow, sleet or icing weather. It is the Lessor's responsibility to correct all unsafe conditions relating to freezing and thawing. Lessor is responsible for the cleaning/repairing and maintenance of the roofs, gutters and awnings. Gutters should be cleaned on a regular basis and snow and sleet should be removed within four (4) hours of cessation.
- b. *Janitorial Services.* Lessor shall provide janitorial services as outlined in **Attachment B**.
- c. *Landscaping, Finish Grading, and Seeding.* Lessor shall furnish all labor, materials, and equipment as necessary to complete topsoil spreading, finish grading, sodding, seeding, and shrubbery planting as required to produce a uniform, weed-free stand of grass and acceptable landscaping. Lessor is responsible for maintaining shrubs, grass, including but not limited to mowing, and landscaping for the life of the lease.
- d. *Trash Dumpster/Trash Cans.* Lessor shall provide a designated trash area adjacent to the facility of a sufficient size to accommodate an appropriate commercial sized trash dumpster for solid waste. Lessor will maintain a waste management contract for the life of the lease. Individual trash cans capable of holding .5 gallons to 5 gallons and recycle cans capable of holding up to 5 gallons will be provided, collected and maintained for each workstation and office by the Lessor.
- e. *Recycling: Ordinances and Regulation.* Lessor shall:
 - i. Establish and maintain a separation and collection procedure for the removal of recyclable materials from the leased Premises;
 - ii. Collect, at a minimum, aluminum, high grade office paper, and corrugated paper;
 - iii. Comply with Act 101 of 1988 and any existing local codes and ordinances relating to the separation and disposal of recyclable materials;
 - iv. Provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials;
 - v. Empty all recycling receptacles and remove recyclables to a designated area as often as necessary taking into consideration the volume of the recyclables and health concerns; and
 - vi. Assume all costs involved in collecting, storing and removing recyclables.
 - vii. Lessee reserves the right to identify those recyclable materials, generated from agency operations at the leased Premises, which Lessee desires to sell as serviceable property. Lessee reserves the right to dispose of such materials itself. When and if the Lessee exercises this discretion, the Lessor shall thereafter not be responsible for those materials selected by the Lessee for disposal by the Lessee.

- 15. **Maintenance and Repairs.** Lessor, at its sole cost and in return for Rent paid by Lessee, shall maintain, repair, replace and provide the continuous upkeep of the exterior of the building and all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, as set forth herein and as more specifically stated in **Attachment B** and **Attachment C**. Lessor shall not be responsible for damages caused by Lessee's negligence, or the negligence of Lessee's employees or agents. Service response times must be within twenty four (24) hours.

- a. *Maintenance Contracts.* Lessor shall secure maintenance service contracts, with certified service providers, for the life of the Lease, in the following areas: roof, HVAC systems, and elevators in compliance with **Attachment B.**
- b. *Elevators.*
- i. All elevator equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by the Lessor for the term of the Lease.
 - ii. Lessor shall provide proof of semi-annual preventative maintenance and/or repairs to all elevator equipment and systems. The reports shall be provided in writing within 30 days of completion of any service and/or repairs to the DGS/BRE, Room 503, North Office Building, Harrisburg, PA 17125. The semi-annual maintenance will include, but is not limited to, the service of the following items: Hydraulics, cables, controllers.
 - iii. All elevator equipment and systems should be inspected bi-annually by a 3rd party certified inspector. If the elevator is found to be non-compliant, then an inspection will be completed by the Department of Labor and Industry. If the elevator is constructed prior to 2004 it must comply with 34 PA Code Chapter 7; if the elevator is constructed after 2004, the inspection must comply with ASME A17.1.
 - iv. Lessor shall notify Lessee at least one (1) day in advance of taking the elevator offline for maintenance and/or repair and give Lessee an estimated completion date of the maintenance and/or repair and when the elevator will be back online.
 - v. Lessor shall respond to an elevator entrapment within thirty (30) minutes of notification. If the Lessor fails to respond within thirty (30) minutes, the Lessee shall charge the Lessor Seventy-Five Dollars (\$75.00) for each failure to respond.
 - vi. Should more than three (3) elevator entrapments happen within six (6) months, then the Lessor shall have all elevator equipment and systems inspected and repaired within thirty (30) days of request by Lessee. Lessor shall provide Lessee a written report of the inspection and repair work of the elevator equipment and systems within five (5) business days of the completed inspection and within five (5) business days of the completed repair work.
 - vii. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all elevator equipment and systems.
- c. *Lighting.* Lessor shall provide, install and replace all light bulbs, tubes, ballasts and starters. This stipulation also includes the parking area(s). All lighting shall be maintained as specified in **Attachment B.**
- d. *Heating, Ventilation and Air Conditioning.*
- i. All HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order twenty-four (24) hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced regularly to ensure proper balancing and calibration.
 - ii. Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature in accordance with **Attachment B.** Failure to follow **Attachment B** shall be considered a violation of the Lease.
 - iii. Lessor shall provide proof to Lessee of routine semi-annual maintenance/repairs to HVAC systems and respective components. Lessor shall provide the written reports to Lessee within thirty (30) days of completion of any service/repairs. The semi-annual maintenance will include, but is not limited to the service of the following items: boilers, boiler stacks, chillers, air handling units, coils, filters, belts, cooling towers, pumps, chilled water cooling systems, hot water heating systems, compressors, fan coil units, heat pumps, HVAC system controls, changing filters, checking baffles, ductwork, damper positions and system balance.

- iv. All HVAC systems shall be tested and inspected by Lessor prior to Lessee occupancy to determine if the environmental conditions, as stated in the Lease, are met, and if adequate ventilation is provided for each area in accordance with the most current standards and guidelines of the American Society of Heating, Refrigerating & Air Conditioning Engineers ("ASHRAE"). Upon completion of testing and inspection, a certified report, signed by a registered engineer, who is certified by the National Environmental Balancing Bureau (NEBB), shall be submitted to the DGS/BRE, Room 503 North Office Building, Harrisburg, PA. 17125. The report shall be valid proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards, and be a true representation of how the systems are operating.
- v. Lessor shall be responsible throughout the term of the Lease to provide, at the request of Lessee, testing of the environmental conditions within the Premises, to include the submission of a detailed report signed by a registered engineer. The report should include recommendations for HVAC system modifications, if required to provide adequate ventilation and environmental conditions as stated per the Lease.
- vi. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all HVAC systems.
- e. *Certification.* Lessor shall submit, within one (1) month after the Commencement Date, and for each year thereafter, current certifications for all service contractors referenced in this Paragraph, **Attachment B**, and **Attachment C** to prove that all service systems are being serviced and inspected on an acceptable periodic basis.
- f. *Building Manager.* Lessor shall have a building superintendent or a locally-designated representative available to proactively manage the Premises and to promptly respond to Lessee's requests to correct any deficiencies.
- g. *Painting.*
 - i. Lessor shall repaint the Premises every five (5) years during the term of this Lease, and any option terms, after Normal Business Hours. Lessor shall be responsible for the cost of moving furniture and equipment. Lessor shall contract with the furniture vendor selected by Lessee to move the furniture and equipment. Lessor shall notify Lessee at least forty-eight (48) hours in advance of repainting. Any repainting of the Premises, in whole or in part, may be waived by Lessee if it is determined that such repainting is not necessary.
 - ii. Lessor shall, upon Lessee's request, repaint portions of the Premises more frequently, if necessary, to maintain an appropriate appearance.
 - iii. Should the Premises contain lead-based paint, Lessor shall be responsible for the abatement of the lead-based paint in accordance with state and federal standards, whichever standards are higher or most stringent shall prevail.
- h. *Parking Lot.* Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, the black top of the Parking Lot. Lessor shall respond within ten (10) business days of notification by Lessee of holes and/or cracks, which pose a safety hazard, in the Parking Lot.

16. **Construction or Renovations.** Lessor shall:

- a. Construct and renovate the Premises, at Lessor's sole cost and expense, and in return for Rent paid by Lessee, in accordance with all plans and specifications set forth in **Attachment B** and **Attachment C**, and within the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet; and
- b. Not begin any construction or renovation until after the Lease has been executed and a Pre-Construction Meeting has been held; and

- c. Comply with all applicable local, state and federal construction codes, regulations, statutes, ordinances and laws, applying whichever is most stringent. All work shall conform to the latest standards of the trade; and
- d. Furnish all labor, superintendence, materials, tools and equipment and perform all work necessary to complete all construction to the satisfaction of the Lessee; and
- e. Complete all general construction work in accordance with the Work as shown in **Attachment B** and **Attachment C**; and
- f. Not use any construction materials containing asbestos. If Lessor is renovating a space and finds friable materials containing asbestos, then Lessor shall remove the friable materials containing asbestos in accordance with OSHA and EPA regulations. Contractors need to be trade specific licensed/certified to remove the friable materials containing asbestos; and
- g. Shall restore the area in such a manner that is acceptable to Lessee; and
- h. Shall comply with the Americans with Disabilities Act (ADA), whether or not specifically mentioned in the specifications or depicted on the drawings. All work must be in accordance with all local, state, and federal codes and regulations, whichever is most stringent, regarding ADA.

17. **Completion.**

- a. Upon receipt of an executed copy of this Lease, Lessor shall, all in accordance with the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet, undertake the following:
 - i. Within thirty (30) days, furnish Lessee with detailed plans, specifications, drawings and other relevant construction documents (collectively, "Documents") pertaining to the construction and/or renovation;
 - ii. Within thirty (30) days after the receipt of the Documents, Lessee shall then review and either approve or reject the Documents. Lessor and Lessee agree that the approved Documents shall depict, as accurately as possible, the Premises. In the event Lessee's review exceeds thirty (30) days, the completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial thirty (30) day review period;
 - iii. Within thirty (30) days of Lessee's approval of the Documents, Lessor shall then commence the construction and/or renovation in accordance with the approved Documents;
 - iv. Within thirty (30) days after Lessee has approved of the Documents, provide Lessee with a construction timeline;
 - v. Shall have the entire project completed, including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy, within One Hundred Eighty (180) days;
- b. Upon completion of the Work, to prove that the Premises are ready for occupancy, Lessor shall, at Lessor's expense:
 - i. Arrange for field measurements of the Premises and verification of the Net Usable Square Footage by a licensed architect and/or engineer;
 - ii. Provide Lessee with a written certificate from Lessor's architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the Premises, or in the Net Usable Square Feet, from the last set of drawings which Lessor provided to the DGS/BRE. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the Net Usable Square Feet; and (iii) state that the Net Usable Square Feet were determined based upon the Commonwealth's net usable square footage definition. The

certificate must be signed by the architect/engineer and bear such professional's seal. The Net Usable Square Feet shall be subject, at any time, to verification by Lessee;

- iii. Furnish complete as-built drawings of the completed structure in an AutoCAD version and format acceptable to Lessee, together with hard copy drawn to a minimum 1/8 inch = 1 foot scale;
- c. Unless Lessee has agreed, in writing, to an extension of the completion date for the Work, if Lessor fails or refuses to comply with the provisions in this Paragraph, Lessee, after giving Lessor thirty (30) days' notice, in writing, shall have the right to terminate this Lease and/or exercise any other remedy it may have under the Lease or at law. Furthermore, in addition to these rights, Lessor must pay Lessee, at Lessee's option, as liquidated damages, one percent (1%) of the first year's annual Rent under this Lease for each and every day the Premises are not ready for occupancy by the date provided herein.
- d. No Rent shall be due or payable until:
 - i. Lessee completes and signs the Acceptance of Leased Premises and/or Renovations Inspection Report (GSRE-42-N (08-13) as set forth on **Exhibit 1** attached hereto; and
 - ii. Lessor has complied with all other provisions of this Lease.

18. **Certificate of Occupancy.**

- a. Lessor shall furnish and visibly display a copy of a Certificate of Occupancy, issued by any and all Federal, state, and local government entities, at the time of occupancy by Lessee of the Premises.
- b. If Lessee, after notifying Lessor prior to the action, increases or decreases staff, Lessor shall be responsible to make sure the Premises remains in compliance with all Federal, state, and local codes, regulations, and/or ordinances in relation to occupancy.

19. **Leasehold Improvements.**

- a. For any and all Leasehold Improvements completed by Lessor, at the request of Lessee, Lessor and Lessee agree and acknowledge that any Lease Amendment, or the Consent Form attached hereto and marked as **Exhibit 2**, must be executed and delivered to Lessor before any Leasehold Improvement is started.
- b. For any and all Leasehold Improvements completed by Lessee, Lessor and Lessee agree and acknowledge that a Consent Form must be executed and delivered to Lessor before any Leasehold Improvement is started.
- c. For any and all Leasehold Improvements requested by Lessee, Lessor and Lessee agree and acknowledge that:
 - i. Lessor shall obtain three (3) quotes from three (3) separate contractors/vendors for the Leasehold Improvement and submit all three (3) quotes to Lessee.
 - ii. A Consent Form or Lease Amendment must be executed and delivered to Lessor before any Leasehold Improvement is started.
- d. Any and all Leasehold Improvements shall be constructed in compliance with all applicable local, state and federal codes, regulations, statutes, and/or ordinances, applying whichever are most stringent.
- e. The Premises shall be restored in a manner that is acceptable to Lessee, when the Leasehold Improvement is completed by Lessor, or acceptable to Lessor, when the Leasehold Improvement is completed by Lessee.

20. **Fire/Safety.** Lessor shall:

- a. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire alarm and evacuation system that is in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. The fire alarm and evacuation system shall be audible and visual.
 - ii. The fire alarm and evacuation system shall be operational twenty-four (24) hours a day, seven (7) days a week.
 - iii. Lessor shall be responsible for providing, installing and maintaining a dedicated voice analog/digital telephone line for the fire and security systems.
 - iv. Lessor shall have the fire alarm and evacuation system serviced and tested annually, in compliance with **Attachment B**; and Lessor shall furnish proof of same to Lessee upon request. All testing of the fire alarm and evacuation system shall occur after Normal Business Hours.
 - v. Lessor shall provide Lessee a yearly maintenance schedule for the fire alarm and evacuation system.
 - vi. Lessor shall provide ongoing training of the fire alarm and evacuation system, as requested by Lessee, during the term of the Lease.
- b. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire suppression system, including but not limited to fire extinguishers and sprinklers, in compliance with all Federal, state, and municipal laws, ordinances and regulations.
 - i. Lessor shall have the fire suppression system serviced and tested annually, in compliance with **Attachment B**, and furnish proof of same to Lessee upon request. All testing of the fire suppression system shall occur after Normal Business Hours.
 - ii. Lessor shall provide Lessee a yearly maintenance schedule for the fire suppression system.
 - iii. Lessor shall provide ongoing training, as requested by Lessee, during the term of the Lease, of the fire suppression system.
 - iv. Lessor shall be responsible for the inspection and recharging of all fire extinguishers.
- c. Coordinate with the Using Agency a bi-annual Emergency Evacuation Drill.
- d. Prior to any installation and/or updates to either the fire alarm and evacuation system or the fire suppression system or the security system, obtain Lessee's approval of the installation and/or update.
- e. Upon request from Lessee, provide a new locking system and/or associated hardware, after a break-in or a series of thefts or other similar unusual occurrences at the Premises.
- f. Annually test and inspect, without an additional charge to Lessee, any and all other safety systems, including but not limited to emergency generators, on the Premises to ensure proper operation. All testing and inspections shall be done in compliance with all applicable Federal, state, and municipal laws, ordinances and regulations.
- g. Shall display any and all inspection certificates as appropriate and shall provide any and all inspection certificates to Lessee upon Lessee's request.

21. **Insurance.**

- a. At all times during the term of the Lease, Lessor shall procure and maintain, at its expense, the following types of insurance, issued by companies acceptable to Lessee and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- i. Worker's Compensation Insurance for all of Lessor's employees and those of any contractor engaged in work at the Premises, in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereto.
 - ii. Public Liability Insurance to protect Lessee, Lessor and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by Lessor, its agents or employees under this Lease, or from an alleged defective, dangerous or untenable condition of the Premises. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence. Such policy shall name the Commonwealth of Pennsylvania as an additional insured.
 - iii. Builders Risk. During the period of any construction of the Premises or the building (including, without limitation, the Work), Lessor shall purchase and maintain (or shall cause its general contractor to purchase and maintain) Builders Risk "All Risk" or equivalent policy form in the amount of the initial construction contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value of the entire Building on a replacement cost basis without optional deductibles. Such property insurance shall also cover portions of the Work stored off the site and portions of the Work in transit. Such insurance shall, unless otherwise agreed in writing by all persons and entities that are beneficiaries of such insurance, (a) be maintained until the construction project is complete, (b) include at least the interests of Lessor, Lessee, and any and all contractors, and (c) include Loss of Use insurance due to a covered loss, including Leasehold Interest Coverage in favor of Lessee subject to a minimum limit of twice the Rent due for the first Lease Year. The period of coverage for this Loss of Use shall be, at a minimum, the length of the original construction period of the applicable construction project.
 - iv. Property. At all other periods during the term of the Lease, Lessor shall provide "All-Risk" or equivalent property insurance covering the Building and appurtenant structures and improvements up to the full replacement cost thereof, including all fixtures, equipment, machinery and apparatus which constitute a permanent part of such Building, and other structures and improvements. If the coverage is available and commercially appropriate (with commercially appropriate sublimits), such property insurance shall insure against all risks of direct physical loss or damage including without limitation the perils of fire (with extended coverage), and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and boiler/machinery. Such policy shall also include coverage for debris removal and the enforcement of any legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Such policy shall permit partial occupancy as construction progresses.
- b. At all times when Lessor is obligated to maintain insurance coverage as provided in this Paragraph, Lessor shall comply with the following requirements:
- i. All policies will be issued by carriers having ratings of Best's Insurance Guide A- or better, or its substantial equivalent if such Guide is no longer published, and admitted or permitted to engage in the business of insurance in the Commonwealth of Pennsylvania for the past five years. If any coverage is provided by an unrated captive, such captive will have financial resources of equivalent standing to those meriting a rating of Best's Insurance Guide A- or better, with audited financials of the captive to be furnished annually to Lessee.
 - ii. Any non-standard policy or endorsement other than as specified herein must be approved in advance in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. No policy will contain a deductible or self-insured retention in excess of the limits set forth above, unless mutually agreed by Lessor and Lessee in their sole discretion.
 - iii. If the forms of policies, endorsements, certificates, or evidence of insurance required hereunder are superseded or discontinued, Lessee will have the right to require Lessor to provide other substantially equivalent forms consistent with the standards observed by prudent

and reputable owners of office buildings of the same class as the Building, in the locality of the Building. Evidence of the insurance coverage required to be maintained by Lessor hereunder, represented by certificates of insurance issued by the insurance carrier(s) and constituting actual evidence of coverage, must be furnished to Lessee, at the address set forth in Paragraph 36 "Notice," at least thirty (30) days prior to the Commencement Date, and at least thirty (30) days prior to the expiration of current policies. Such certificates will specify the additional insured status (as applicable) of the Commonwealth of Pennsylvania. Such certificates will state that persons and parties required to be named hereunder as additional insureds have been so named, and that such additional insureds will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. The "endeavor to" language contained in any cancellation notice section of such certificate shall be deleted. Such certificates, or a separate writing issued by the insurer or its agent together with such certificate, shall set forth the amounts of deductibles and all self-insured retentions.

- iv. If Lessor fails to comply with its covenants made in this Paragraph, Lessee may, at its option, cause insurance as aforesaid to be issued, and in such event Lessor agrees to pay the premium for such insurance promptly upon Lessee's demand.
- v. Lessor may carry any insurance required by this Paragraph under a blanket policy, applicable to the property to be insured hereunder for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy.
- vi. If requested in writing, Lessor shall provide to Lessee a certified copy of any and all insurance policies or endorsements required by this Lease, and Lessor shall provide such certified policies to Lessee within thirty (30) days after written request is made. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to Lessee.
 - i. All liability insurance to be maintained by Lessor shall be on an occurrence basis.
- c. At least thirty (30) days prior to the Commencement Date, Lessor shall provide Lessee with evidence, reasonably satisfactory to Lessee, that Lessor requires any other tenants of the Building to carry commercial reasonable limits of liability insurance to respond to liability exposures associated with such other tenants' occupancy of the Building.

22. **Hold Harmless.** Lessor shall save and hold harmless Lessee, and its officers, agents and employees, or any of them, from any and all claims, demands, actions, damages, losses liability, and expense (including, but not limited to, consequential damages and reasonable attorney's fees) of any nature based upon or arising out of:

- a. Any service performed by Lessor, its agents or employees under this Lease, except such services as are properly performed at the express direction of Lessee; or
- b. Any actual or alleged defective, dangerous or untenable condition of the Premises; or
- c. Violations of, or noncompliance of the Premises, any statute, ordinance, rule or regulation of any governmental authority, or violations of, or noncompliance with, any statute, ordinance, rule or regulation of any governmental authority on the part of Lessor, its employees, agents or contractors; or
- d. Any breach of any of the covenants, representations or warranties of Lessor contained in this Lease; or
- e. Any personal injury, death or damage to property caused by Lessor, its employees, agents or contractors.

23. **Damage/Destruction.** In the event of damage to the Premises by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for Lessee to continue to occupy or use the Premises for its operations, the Lessor, after notice from the Lessee of the condition shall have sixty (60) days to repair and/or restore the Premises to a tenantable condition. If Lessor fails to repair and/or

restore the Premises within said period of sixty (60) days, or if Lessor fails to make reasonable progress during the sixty (60) day period, as determined by Lessee in its sole discretion, Lessee may, at its option: a.) terminate this Lease by giving Lessor thirty (30) days' written termination notice or b.) after first giving Lessor fifteen (15) days' written notice, repair and restore the Premises to a tenantable condition, and deduct such costs made in restoration of the Premises from the Rent due the Lessor. At Lessee's option, payment of Rent shall abate as long as the Premises remains in an untenable condition after notice to Lessor and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the Premises that is or remains untenable.

24. **Encumbrances.** Lessor covenants:

- a. That it has good and clear title to the Premises, or that it has the right and authority from the owner of the Premises, to lease the Premises to Lessee.
- b. That Lessee shall enjoy peaceful and uninterrupted possession of the Premises during the term of this Lease.
- c. That Lessor shall execute and provide to Lessee and any mortgagee which may hold an encumbrance against the Premises, a reasonable Subordination, Non-Disturbance and Attornment Agreement with respect to matters related to this Lease and/or the status of performance of obligations by the parties under this Lease.

25. **Regulations.**

- a. With full understanding by Lessor of the intended use of the Premises by Lessee, Lessor shall ensure that the Premises conform to all applicable laws, codes, ordinances, rules and regulations (collectively, "Regulatory Requirements").
- b. Lessor, at its sole expense, shall promptly take action to comply with changes in any Regulatory Requirements when such changes occur during the term of this Lease and any renewal thereof.
- c. Lessor shall be responsible for the payment of any signage fees imposed by local governmental authorities.

26. **Communication Lines.**

- a. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to install, maintain, upgrade, operate, repair and replace, at Lessee's cost, on the roof of the Premises "Rooftop Communication Devices" or "RCD".
 - i. RCD may include, without limitation, a back-up generator, and transmitter(s), microwave or satellite dishes or antenna(s), or other communications fixtures or equipment utilized for receiving or transmitting voice, video, data or other communications, together with all wiring, equipment and facilities reasonably necessary to make the same functional and connected with the Premises.
 - ii. The RCDs shall be for the sole use of Lessee in the operation of their business within and outside the Premises (including, without limitation, public broadcast services), but not for any sublicense for profit.
- b. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to interconnect the RCD with Lessee's other equipment located in the Premises using risers, conduits, chases, and other mutually agreeable locations in the Premises.
- c. If the Lessee desires to install voice, data or other communications lines (including, without limitation, fiber optic lines) to the Premises, or to communications equipment devices serving the Premises but located outside of the Premises, Lessor shall approve, which approval shall not be unreasonably withheld, delayed or conditioned.
 - i. The allocation of space in risers and conduits not installed by Lessee;

- ii. The installation of risers and conduits by Lessee;
- iii. The use of mechanical or equipment space, and appropriate shielding.
- d. In the event of any conflict between any use or installation made, or proposed to be made, by Lessee with any other occupants, tenants, or users of Lessor's building, if such conditions should exist, Lessor shall use its good faith best efforts to afford Lessee priority in such use or installation of communication lines, consistent with Lessor's existing obligations to other occupants, tenants or users of Lessor's building and Lessor's operation of their building.
- e. Lessor shall cooperate with Lessee in establishing protocols enabling Lessee and Lessee's contractors to obtain immediate access to communications rooms within the Premises and/or Lessor's building which contain Lessee's communications equipment.

27. **Vending.**

- a. Lessee reserves the right to install and operate vending machines on the Premises without any additional payment to Lessor or any sharing of the income derived from the operation of the vending machines.
- b. Lessor shall not install or operate any vending machines in the Premises unless agreed upon by the Using Agency.
- c. If the Premises are located in a multi-tenant building, Lessor may install vending machines in the Common Areas of the Building.
- d. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern, shall accrue to the licensed blind vendor operating the vending machines on the Premises or, if none, to the Commonwealth Employment Fund for the Blind, as required by the "*Little Randolph-Sheppard Act*", 71 PS §§ 580.1-20.

28. **Asbestos.**

- a. Lessor represents and warrants that the Premises and/or Lessor's building and/or any of Lessor's building systems or components serving the Premises, and all Common Areas of the Premises will, no later than the Commencement Date, be free of any and all asbestos and asbestos containing materials not properly encapsulated or enclosed in compliance with all applicable law and governmental requirements, without cost or expense to Lessee.
- b. Lessor shall complete and sign the Asbestos Certification attached hereto and marked as **Exhibit 3**, and agrees to comply with the conditions and requirements within the Asbestos Certification.
- c. Lessor agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees and costs), cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of, or connected with, the presence of asbestos in the Premises or the Building or any of the Building systems or components serving the Premises.

29. **Assignment by Lessor.**

- a. Lessee shall not be obligated to recognize any assignment or other transfer of the Lease by Lessor, nor shall Lessee be obligated to pay the Rent or other sums payable to Lessor hereunder, to any assignee or other transferee of the interest of Lessor in the Lease, unless and until such assignment or transfer has been approved, in writing, by Lessee, which approval shall not be unreasonably withheld.
- b. Until such approval is granted, Lessee shall have the right to continue to recognize and treat the assigning Lessor as the "Lessor" for all purposes of the Lease.

- c. Lessor shall provide a written request for approval of assignment or other transfer of the Lease by Lessor to Lessee at least ninety (90) days prior to transfer.
- d. Within thirty (30) days following receipt of Lessor's written notice, Lessee shall advise Lessor in writing of the applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval.
- e. Within sixty (60) days following receipt by Lessee of all completed applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval, Lessee shall provide written notice of their approval or disapproval of such assignment or other transfer.
- f. In no event, shall Lessee's failure to provide such written notice within the sixty (60) days be deemed to constitute Lessee's approval of such assignment or other transfer.

30. **Assignment and Subletting by Lessee.**

- a. Lessee shall have the right to assign the Lease or sublet all or any part of the Premises subject to the approval of Lessor, which approval shall not be unreasonably withheld, delayed or conditioned.
- b. Notwithstanding the foregoing, and without requiring Lessor's approval, Lessee shall be permitted to assign the Lease or sublet all or any portions of the Premises to any departments or agencies of the Commonwealth of Pennsylvania.
- c. Lessee will not be released from liability as a result of any assignment or sublease.
- d. Notwithstanding the foregoing, use of the Premises by another Commonwealth agency shall not be deemed a sublease or assignment and shall not require the consent or approval of Lessor.

31. **Right to Know Law Requirements.**

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

- f. If Lessor fails to provide the Requested Information within the time period required by these provisions, Lessor shall indemnify and hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee.
 - g. Lessee will reimburse Lessor 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. Lessor may file a legal challenge to any Lessee decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts; however, Lessor shall indemnify Lessee for any legal expenses incurred by Lessee as a result of such a challenge and shall hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee, regardless of the outcome of such legal challenge. As between the parties, Lessor agrees to waive all rights or remedies that may be available to it as a result of Lessee's disclosure of Requested Information pursuant to the RTKL.
 - i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as Lessor has Requested Information in its possession.
32. **Payment of Prevailing Minimum Wages.** Lessor and Lessor's contractor(s) must comply with the following conditions, provisions and requirements in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises:
- a. Lessor and Lessor's contractors shall pay at least the wage rates as determined by the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the *Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq.*, and the regulations issued thereto, to assure the full and proper payment of the rates.
 - b. Workers in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid at least the general prevailing minimum wage rates as set forth in the prevailing minimum wage predetermination, issued by the Secretary of Labor and Industry, attached hereto and marked as **Exhibit 4.**
 - c. These requirements apply to work performed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises by Lessor, Lessor's contractor(s) and all subcontractors.
 - d. Lessor shall insert in all its contracts for the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises and shall require the contractor(s) to insert in each of its subcontracts the stipulations contained in these provisions.
 - e. No workers may be employed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary. If additional or different classifications are necessary, Lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.
 - f. Workers employed or working in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and worker, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the lease, the *Prevailing Wage Act* or the regulations promulgated pursuant to the Act prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a worker on a public work.

- g. Lessor shall require its contractor(s) and each subcontractor to post for the entire period of the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
- i. The name of project.
 - ii. The name of the Commonwealth agency that will be the tenant in the facility.
 - iii. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - v. A statement advising workers that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor or subcontractor are not complying with the act or this title, they may file a protest in writing with the Secretary of Labor and Industry within 3 months of the date of the occurrence, objecting to the payment to a contractor to the extent of the amount due or to become due to them as wages for work performed on the public work project. A worker paid less than the rate specified in the contract shall have a civil right to action for the difference between the wage paid and the wages stipulated in the contract, which right of action shall be exercised within 6 months from the occurrence of the event creating the right.
- h. Lessor shall require its contractor(s) and each subcontractor to keep an accurate record showing the name, craft or classification, number of hours worked per day and the actual hourly rate of wage paid, including employee benefits, to each worker employed by him in connection with the public work. The record shall include deductions from each worker. The record shall be preserved for 2 years from the date of payment and shall be open at reasonable hours to the inspection of the Department of General Services and the Department of Labor and Industry.
- i. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by The Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with *The Apprenticeship and Training Act (43 P.S. §§ 90.1-90.10)*, approved July 14, 1961, and the regulations issued thereto shall be employed on the public work project. A worker using the tools of a craft who does not qualify as an apprentice within this Paragraph shall be paid the rate predetermined for journeymen in that particular craft or classification.
- j. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary of Labor and Industry has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.
- k. Payment of compensation to workers for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the *Prevailing Wage Act* and the Lease, regardless of the average hourly earnings resulting therefrom.
- l. Lessor shall require its contractor(s) and each subcontractor to file a statement each week and a final statement at the conclusion of the work on the contract under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the contract as prescribed by this provision or if wages remain unpaid to set forth the amount of wages due and owing to each worker respectively.
- m. The provisions of the *Prevailing Wage Act (43 P.S. §§ 165-1 through 165-17)* and the regulations issued thereto (*34 Pa. Code §§ 9.101 through 9.112*) are incorporated by reference in the Lease.

- n. As used in this Paragraph, "substantial rehabilitation" is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by Lessee.
- o. As used in this Paragraph, "substantial alterations" are those alterations to an existing facility by Lessor in accordance with the specifications, plans, or drawings contained in the Lease or where the final plans, drawings or specifications must be reviewed and approved by Lessee.

33. **Accessibility to the Premises by Individuals With Disabilities.** For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, supplier, or grantee, who will furnish or perform or seeks to furnish or perform, goods, supplies, services, construction or other activity, under a purchase order, contract, or grant with the Commonwealth.

During the term of this agreement, 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 agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- 2. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of this Paragraph.

34. **Contractor Integrity Provisions.** The word "contractor" as used herein shall refer to Lessor. It is essential that those who seek to contract with the 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 or procurement 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 the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to 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.

- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - iii. had any business license or professional license suspended or revoked;
 - iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act (65 Pa.C.S. §13A01 et seq.)* regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code (25 P.S. §3260a)*.
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity 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 the Office of the State Inspector General in writing.
- 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 shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files

of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third party beneficiaries shall be created thereby.

- j. 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.

35. **Contractor Responsibility Provisions.** For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, grantee or lessor, who has furnished or performed or seeks to furnish or perform, goods, supplies, services, leased space, construction or other activity, under a contract, grant, lease, purchase order or reimbursement agreement with the Commonwealth. The term contractor includes a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other public entity in the Commonwealth. It shall be understood that the word "Contractor" as used herein shall refer to Lessor.

- a. The Contractor certifies, in writing, for itself and its subcontractors required to be disclosed or approved by the Commonwealth, that as of the date of its execution of this Bid/Contract, that neither the Contractor, nor any such subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if the Contractor cannot so certify, then it agrees to submit, along with the Bid/Contract, a written explanation of why such certification cannot be made.
- b. The Contractor also certifies, in writing, that as of the date of its execution of this Bid/Contract it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal if such liabilities or obligations exist, or is subject to a duly approved deferred payment plan if such liabilities exist.
- c. The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the Commonwealth if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best knowledge of the Contractor, any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.
- d. The failure of the Contractor to notify the Commonwealth of its suspension or debarment by the Commonwealth, any other state, or the federal government shall constitute an event of default of the Contract with the Commonwealth.
- e. The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth that results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- f. The Contractor may obtain 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

36. **Offset Provisions.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees that the Commonwealth of Pennsylvania (the "Commonwealth") may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.
37. **Nondiscrimination/Sexual Harassment Clause.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees:
- a. 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, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - b. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
 - c. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
 - d. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
 - e. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
 - f. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
 - g. The Contractor's and each subcontractor'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 and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.

- h. 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.

38. **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 United States mail, postage prepaid, via registered or certified mail. If the Notice is to the Lessor, it should be placed in an envelope addressed to the attention of the Lessor Contact identified on the Lease Cover Sheet. If the Notice is to the Lessee, it should be placed in an envelope addressed to the attention of:

Director
Bureau of Real Estate
Department of General Services
503 North Office Building
Harrisburg, Pennsylvania 17125

39. **Events of Default.** Any one or more of the following events shall constitute an "Event of Default":

- a. Failure of Lessor to provide the services as stipulated in this Lease without disruption or interruption.
- b. Failure of Lessor to maintain the Premises in a safe and tenantable condition.
- c. Failure of Lessor to provide peaceful and uninterrupted possession of the Premises by Lessee.
- d. Failure of Lessor to perform or observe any obligations set forth in this Lease.
- e. Failure of Lessor to notify Lessee of Lease Assignments prior to receiving Lessee's written approval to assign the Lease.
- f. Failure of Lessor to perform or observe any of the other covenants, terms or conditions contained in this Lease within thirty (30) days after written notice by Lessee.

40. **Remedies of Lessee.** Upon the occurrence and continuance of an Event of Default by Lessor, Lessee may, after giving Lessor thirty (30) days' written notice, except as modified as forth herein, exercise one or more of the following remedies:

- g. If any Event of Default by Lessor results in a material disruption in Lessee's business operations at the Premises of longer than twenty four (24) hours and Lessee notified Lessor of the material disruption in Lessee's business operation with a request to cure within a shorter time period of thirty (30) days as to ensure that Lessee does not continue to experience disruption in their business operations and Lessor fails to cure within any such shorter time period stated in said notice, then Lessee may cure, with written notice to the Lessor, the Event of Default, which is a material disruption in Lessee's business operations, at Lessor's sole cost and expense.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.

- iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
 - h. If an Event of Default poses a risk of material injury or damage to persons or property, and a cure is reasonably necessary to prevent material injury or damage to persons or property, and Lessee so notifies Lessor of this risk and the necessity to cure within a shorter time period of thirty (30) days, and Lessor fails to commence its cure within any such shorter time period stated in said notice to prevent material injury or damage, then Lessee may, after written notice to Lessor, cure the Event of Default which poses a risk of material injury or damage to persons or property.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
 - i. Lessee shall not be liable to Lessor for the manner in which Lessee performs Lessor's obligations under this Paragraph, and Lessor releases Lessee of any liability of any nature related to such performance.
 - j. Lessee's performance of a Lessor obligation under this Paragraph shall not relieve Lessor from thereafter performing that obligation.
 - k. Terminate this Lease and the tenancy created hereby.
 - l. Abate payment of Rent as long as the Event of Default remains in effect. After corrective action has been completed by Lessor, Lessee shall pay Lessor the withheld Rent less any costs and expenses, including but not limited to, costs incurred for any and all temporary relocation(s) of Lessee, as a result of the Event of Default suffered by Lessee.
 - m. The thirty (30) day notice requirement imposed by Lessee in this Paragraph does not apply where the Event of Default results in Lessee's vacating the Premises. In such an event, the Lessor's thirty (30) day period to cure begins immediately upon the occurrence of the Event of Default notwithstanding that Lessor's written default notice may be sent subsequent to the occurrence of the Event of Default.
 - n. Notwithstanding the last sentence of this Paragraph, Lessee, in its sole discretion, may immediately and permanently abate Rent for the period Lessee is constructively evicted from the Premises.
 - o. Notwithstanding any other provision of this Lease, Lessee in its sole discretion may terminate this Lease and the tenancy created hereby in the event there are three or more Events of Default within any three-hundred sixty-five (365) day period, regardless of whether Lessor cures the defaults in accordance with this Paragraph.
 - p. The remedies of Lessee set forth in this Paragraph shall be in addition to all other remedies available at law or equity to Lessee for any default by Lessor under this Lease.
41. **No Waiver of Rights.** The failure by Lessee to require performance of any provision of this Lease shall not affect Lessee's right to require performance at any time thereafter. Further, a waiver of any breach or default

of this Lease shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

42. **Disputes.**

- q. In the event of a controversy or claim arising from the Lease,
 - i. Lessor shall, within six (6) months after the cause of action accrues, file a written claim with the Director of the Bureau of Real Estate, Department of General Services, for a determination. The claim shall state all grounds upon which Lessor asserts a dispute exists.
 - ii. If Lessor fails to file a claim or files an untimely claim, Lessor acknowledges and agrees that they have waived their right to assert a claim in any forum.
- r. 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.
 - i. If Lessor or the Director of the Bureau of Real Estate requests mediation and the other party agrees, the Director of the Bureau of Real Estate shall promptly make arrangements for mediation.
 - ii. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required one hundred twenty (120) days after receipt of the claim if mediation is unsuccessful.
- s. If mediation is not agreed to or if a resolution is not reached through mediation, the Director of the Bureau of Real Estate shall review any timely-filed claim and issue a final determination, in writing, regarding the claim.
- t. The final determination shall be issued within one hundred twenty (120) days of the receipt of the claim, unless extended by consent of Lessee and the Lessor. The Director of the Bureau of Real Estate shall send his/her written determination to Lessor.
 - i. If the Director of the Bureau of Real Estate fails to issue a final determination within one hundred twenty (120) days (unless extended by consent of the parties), the claim shall be deemed denied.
 - ii. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.
- u. Within fifteen (15) days of the mailing date of the determination denying a claim, or within one hundred thirty five (135) days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, Lessor may file a statement of claim with the Commonwealth Board of Claims.
- v. Pending a final judicial resolution of a controversy or claim, Lessor shall proceed diligently with the performance of this Lease in a manner consistent with the determination of the Director of the Bureau of Real Estate.
- w. Notwithstanding anything herein to the contrary, Lessee expressly reserves its rights to file any claim against Lessor in any forum of their choice including, but not limited to, the Commonwealth Board of Claims, Commonwealth Court, Dauphin County, or any other county court, and the U.S. District Court for the Middle District of Pennsylvania.

43. **Attachments and Exhibits Part of Lease.** Included in and made a part of this Lease, with the same force and effect as though fully set forth in this Lease are the following attached Attachments and Exhibits:

ATTACHMENTS:

Attachment A – Lease Standard Terms and Conditions

Exhibit 1 – Acceptance of Leased Premises Inspection Report

Exhibit 2 – Consent Form

Exhibit 3 -- Asbestos Certification
Exhibit 4 -- Prevailing Minimum Wages

Attachment B –Commonwealth of Pennsylvania Standard Building Specifications

Attachment C –Commonwealth of Pennsylvania Using Agency Building Specifications

44. **Modifications to the Lease.** This Lease may not be modified orally and supersedes all prior agreements and understandings, both written and oral, between the parties with respect to this Lease. Any and all modifications to the Lease must be done by Lease Amendment that is signed by both parties and approved by the Board of Commissioners of Public Grounds and Buildings, the Secretary of the Department of General Services, or via Consent Form.
45. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.
46. **Review of Lease.** The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or Exhibits hereto.
47. **Execution.** Lessor agrees and acknowledges that this Lease is subject to final execution by the Secretary of the Department of General Services and approval by the Board of Commissioners of Public Grounds and Buildings.
48. **Time is of the Essence.** Time is of the essence of all provisions of the Lease, including all Notice Provisions, to be performed by or on behalf of Lessor and Lessee.
49. **Binding Successors and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and permitted assigns of the parties.
50. **Survival.** The expiration of the Term, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to, or which may continue to accrue, after the expiration of or early termination of this Lease.
51. **Conflict Between Lease Terms and Conditions and Specifications.** To the extent that there are any conflicts among the Lease Cover Sheet, these **Attachment A** Lease Standard Terms and Conditions, the Commonwealth of Pennsylvania Standard Building Specifications set forth in **Attachment B**, and/or the Commonwealth of Pennsylvania Using Agency Building Specifications set forth in **Attachment C**, Lessor shall maintain/construct the Premises in accordance with the most stringent standard.
52. **Integration.** This Lease, including all referenced Attachments and Exhibits, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of Lessor or Lessee has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Lease, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Lease. No modifications, alterations, changes, or waiver to this Lease or any of its terms shall be valid or binding unless accomplished by a written amendment or Consent Form signed by both parties, consistent with Paragraph 41, "Attachments and Exhibits Part of Lease" and Paragraph 42, "Modifications to the Lease".

EXHIBIT 1

Acceptance of Leased Premises and/or Renovations Inspection
Report (GSRR-42-N (08-13))

ACCEPTANCE OF LEASED PREMISES AND/OR RENOVATIONS
INSPECTION REPORT
EXHIBIT "1"

LESSOR: _____
(NAME)

(STREET) (CITY) (COUNTY)

LOCATION: _____
(STREET) (CITY) (COUNTY)

USING AGENCY: _____
(DEPARTMENT) (BUREAU)

This is to certify that I have visually inspected the above premises on _____
(DATE)

and find that the premises are built and/or renovated in accordance with the requirements of

Lease _____,
(LEASE #)

with the exception of the following items:

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____

(Additional items on attached sheet, if necessary)

The _____ hereby accepts the above premises for occupancy
(USING AGENCY)
effective _____ and approves the _____ New Construction _____ Renovations
(ACCEPTANCE DATE)

excepting the above items numbered _____

Further, _____ agrees that _____
(USING AGENCY) (ACCEPTANCE DATE)

is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on that

date, that the lease term, upon the execution of this document by all parties, shall extend for _____ years from the acceptance date; with any option terms provided for in the lease being adjusted accordingly.

(USING AGENCY'S REPRESENTATIVE)

(TITLE)

(USING AGENCY)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that completion of the excepted items as stated herein shall be no later than _____. I also acknowledge _____

and agree that, should I fail to complete any of those items within the above time frame, then the (USING AGENCY) _____ may at its discretion withhold rental payments. I hereby agree to the adjustment in the lease and option terms described above.

Copy to DGS

Copy to Treasury

(LESSOR)

DATE

EXHIBIT 2

Leasehold Improvement Consent Form

LESSOR CONSENT FORM

LEASE #: _____ (“Lease”)

FRE CONTRACT #: _____

LESSOR: _____

USING AGENCY:

PREMISES ADDRESS: _____

COUNTY: _____

Lessor hereby consents and otherwise authorizes Lessee and/or its contractor(s) to make Leasehold Improvements¹ to the Premises² as defined and illustrated on the attached plan(s) and specification(s).

The total cost of the Leasehold Improvement(s) is estimated at \$ _____ and shall be borne in full by Lessee³.

Lessor understands and agrees that any items installed by Lessee, if applicable, and not to include building fixtures, shall remain the property of the Lessee and may be removed by the Lessee provided that the Premises are restored to substantially the same condition as it was in prior to completion of the Leasehold Improvement(s), ordinary wear and tear excepted.

Lessor understands and agrees that this Consent Form is not fully executed until the Lessor and Lessee have signed.

This Consent Form is executed on this _____ day of _____, 20____.

LESSOR:

LESSEE:

Commonwealth of Pennsylvania, acting through
the Department of General Services

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

¹ Additions, alterations or improvements made to the Premises, which occur after the Commencement Date of the Lease

² The property, as defined and clarified in the Lease Agreement, that is owned by the Lessor and is leased to the Lessee

³ The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency

EXHIBIT 3

Asbestos Certification

ASBESTOS CERTIFICATE
Exhibit "3"

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:

a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).

b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.

c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.

d. All suspect materials must be analyzed for asbestos, except for the following:

- 1. Roofing materials**
- 2. Undamaged firedoors**
- 3. Exterior siding**

e. Suspect materials not analyzed must be reported as "assumed-ACM".

f. Physical and hazard assessments of all ACM and assumed-ACM must be performed by PAL&I-certified management planner(s), each with a minimum of one year experience in preparing management plans for ACM in buildings.

Two complete copies of the management plan, including a completed Table C-1, must be submitted to LESSEE for review prior to the issuance of a LEASE. The management plan must include copies of all bulk sample analysis results, floor plans or diagrams indicating the location of all ACM and assumed-ACM, and explicit recommendations for each area of ACM found or assumed. Table C-1 must list all materials tested or assumed, regardless of the results. For materials verified by laboratory analysis to be non-ACM, only the first four (4) columns of Table C-1 must be completed.

2. LESSOR agrees that any and all recommendations made by the professional preparing the above management plan to repair, remove, encapsulate, or otherwise abate any or all ACM or assumed-ACM in the building(s) will be completed prior to occupancy by LESSEE. As a minimum requirement, all ACM or assumed-ACM with any degree of

damage must be restored to an undamaged condition prior to occupancy of the PREMISES by LESSEE. LESSEE will not be responsible for any expenses incurred in complying with the recommended actions, or for LEASE payments prior to occupancy. This work must be completed in accordance with the following criteria:

- a. LESSOR will notify LESSEE of all asbestos-related work, in writing, at least twenty (20) days prior to commencement of such work. When responding to emergency situation, notification to the LESSEE must occur as soon as possible, but no later than 12 hours after commencement of the work.**
- b. Abatement contractor must be PAL&I-certified as a contractor and have a minimum of two (2) years experience in performing asbestos abatement work.**
- c. Workers must be PAL&I-certified as asbestos abatement workers.**
- d. Workers must be supervised by a PAL&I-certified abatement supervisor with a minimum of one (1) year experience in asbestos abatement.**
- e. The services of an independent consulting firm must be retained during the course of abatement to monitor the contractor's performance, conduct air monitoring both inside and outside of critical barriers each day abatement is conducted, and conduct clearance testing.**
- f. Daily air monitoring will consist of collecting a minimum of two (2) samples inside, and two (2) outside, each individual work area. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. Analysis results greater than or equal to .01 fibers per cubic centimeter for samples collected outside of the critical barriers will require prompt action on the part of the LESSOR, at the LESSOR'S sole cost, to protect LESSEE'S employees health and safety.**
- g. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM less than or equal to 160 square feet of 260 linear feet, five (5) samples must be collected and analyzed by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. The volume of each sample must exceed 1800 liters. Analysis results greater than or equal to .01 fibers per cubic centimeter for any of the samples will result in failure of the testing, and will require recleaning until all five (5) sample results are less than .01 fibers per cubic centimeter.**

h. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM greater than 160 square feet of 260 linear feet, the guidelines of 40 CFR Part 763, Subpart E, Appendix A, Section IV (Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions) shall apply.

i. Verbal results of clearance monitoring following abatement must be provided to LESSEE prior to removal of primary barriers. In addition, copies of all air monitoring results and hygienist's reports must be delivered to LESSEE within thirty (30) days following completion of any abatement action.

This work must be completed, and written certification by the LESSOR'S consultant provided, within thirty (30) days prior to the date LESSEE would otherwise take possession of the PREMISES. LESSEE may elect to terminate this LEASE by written notice to the LESSOR if these requirements are not met.

3. LESSOR further agrees that during the period of time that the building(s) contains damaged ACM or damaged assumed-ACM in any form, air monitoring will be conducted at approximately one (1) month intervals, at the LESSOR'S sole expense. Air monitoring shall begin within seventy two (72) hours following discovery by, or notification to, the LESSOR that damaged ACM or damaged assumed-ACM exists. One sample for each 10,000 square feet of floor area must be collected, with a minimum of three (3) samples collected and analyzed per air monitoring interval. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 or equivalent performed by an AIHA-accredited laboratory. Verbal results of air monitoring must be provided to LESSEE within forty eight (48) hours of the laboratory's notification to the LESSOR, with copies of the written laboratory report to follow within fifteen (15) days. Analysis results greater than or equal to .01 fibers per cubic centimeter in any sample will require action, within forty eight (48) hours, on the part of the LESSOR and at the LESSOR'S sole cost, to protect LESSEE'S employees by undertaking during non-working hours the following:

a. Repair all damaged ACM and damaged assumed-ACM, and remove all debris suspected of containing asbestos.

b. Remove and replace damaged ACM and damaged assumed-ACM with other appropriate building materials and restore the building to a safe condition, or

c. Encapsulate, enclose, encase, or other appropriate containment method on the damaged ACM and damaged assumed-ACM.

This work must be completed in compliance with the criteria listed in Section 2. In addition to the LESSOR'S testing responsibility, LESSEE retains the right to collect any samples and conduct any testing.

Regardless of air monitoring results, all damaged ACM and damaged assumed-ACM must be repaired to abated within sixty (60) days from the date of discovery by, or notification to, the LESSOR. If the required repairs or abatement is not completed within this time period, LESSEE may either terminate this LEASE immediately without prior notice, or make any changes, repairs, and alterations LESSEE deems necessary to protect the health and safety of its employees.

4. LESSEE shall be entitled to claim from LESSOR all consequential damages arising out of LESSOR'S breach of warranty and representations contained in this Exhibit. Furthermore, if LESSEE or its agents repair or abate ACM and assumed-ACM pursuant to this Exhibit, LESSOR shall reimburse LESSEE, within fifteen (15) days, for all costs and expenses associated therewith, including, but not limited to costs of repair, abatement and disposal of ACM and assumed-ACM, costs of restoration, costs of air quality and materials testing and analysis, relocation and incremental rental expenses, and related fees of consultants and experts.

LESSOR agrees to abide by all applicable Federal, State, and Local regulations. LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, causes of action, suits, claims, demands or judgments of any nature arising from any injuries to, or death of any person growing out of or connected with the presence of asbestos in the demised PREMISES.

EXHIBIT 4

Prevailing Minimum Wages

A note to all proposers:

In order to view the current prevailing wages for each craft or classification of workers needed to perform the contract(s) for the construction of or renovations to the leased facility for the locality where the facility will be constructed or renovated, go to:

<http://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/prevailing-wage/Pages/default.aspx> and request the prevailing wages.

Proposals must include a statement indicating whether or not rent is based upon the requirement to pay prevailing wages.

APPENDIX B

COMMONWEALTH OF PENNSYLVANIA

REQUIRED DOCUMENTS

Please understand that the information requested below is important when evaluating all proposals. A decision concerning your proposal may be delayed if all required documents are not completed properly. If you have any questions or concerns about completing the required documents properly, please contact the Real Estate Coordinator listed on page 4 of the Instructions. The following seven (7) items are required:

1. GSRE-19 Proposal to Lease Space to the Commonwealth
2. GSRE-6 Lessor Identity Disclosure (*see attached instructions*)
3. GSRE-47 Agency Agreement/Limited Agent Authority
4. GSRE-42M Contractor Responsibility Certification
5. GSRE-54 Notice – Bureau of Real Estate is Sole Agent for the Commonwealth
6. GSRE-63 Acknowledgment/Useable Area Definition

Forms listed above are available electronically at the link below

<http://www.dgs.pa.gov/State%20Government/Facilities%20and%20Space%20Management/Office-Leases/Pages/default.aspx>

7. Prevailing Wage Pre-determination from the Department of Labor and Industry (*go to <http://www.dli.pa.gov/Individuals/Labor-Management-Relations/lc/prevailing-wage/Pages/default.aspx> and request the prevailing wages.*)

APPENDIX C

**COMMONWEALTH OF PENNSYLVANIA STANDARD
BUILDING SPECIFICATIONS
AND USING AGENCY SPECIFICATIONS**

(Note: these specifications are primarily intended for new construction, however, proposals submitted to retrofit an existing building utilizing existing building systems and walls are acceptable so long as the requirements of the Using Agency are met. Specific details and a test fit of the space should be provided in your proposal.

Pennsylvania State Police
General Specifications &
Space Design Criteria

For



General Warehouse Space
Date: July 29, 2016

SECTION A - GENERAL

- 1 - Introduction
- 2 - Location
- 3 - Intent
- 4 - Professional Services
- 5 - Site Adaptation
- 6 - Construction Costs
- 7 - Permits
- 8 - Alterations / Upgrades
- 9 - Access
- 10 - Functional Adjacencies

SECTION B - BUILDING REQUIREMENTS

- 1 - Office Space & Relationships
- 2 - Support Spaces
- 3 - Parking
- 4 - Restrooms
- 5 - Emergency Services
- 6 - Locking System
- 7 - Enterprise Network

SECTION C - MATERIALS AND ARCHITECTURAL DETAILS

- 1 - Office Facilities
- 2 - General Construction Specifications

SECTION D - STORAGE FACILITIES

- 1 - Supply Storage
- 2 - Weapons (Arms) Storage
- 3 - Janitorial Closet

SECTION E - SPECIAL FACILITIES

- 1 - Loading Docks
- 2 - Overhead Doors

SECTION F - VEHICLE FACILITIES

- 1 - Parking
- 2 - Parking Space Requirements

SECTION G - DESIGN REQUIREMENTS

- 1 - Design Requirements
- 2 - Codes and Standards
- 3 - Space Planning / Interior Design Services
- 4 - Structural Design
- 5 - Accessibility Requirements

SECTION H - FIRE ALARM, SECURITY

- 1 - Fire Protection
- 2 - Security

SECTION I - ELECTRICAL SYSTEM CRITERIA AND COMPONENTS

- 1 - Electrical Power Distribution
- 2 - Lighting
- 3 - Telecommunications
- 4 - Signage

SECTION K - MECHANICAL SYSTEM CRITERIA

- 1 - HVAC
- 2 - Temperatures
- 3 - Humidity
- 4 - Ventilation
- 5 - Filtration
- 6 - Pressure Differentials
- 7 - HVAC Controls
- 8 - Plumbing / Utilities

SECTION L – FINISHED GRADING SEEDING

1. Finished Grading & Seeding
2. Landscaping

SECTION M – MISCELLANEOUS ITEMS

SECTION A - GENERAL

1 - INTRODUCTION

The data compiled herein is designed to assist persons interested in offering for lease, facilities (new construction or existing structures) for use as a Storage Warehouse. This specification is not intended to restrict design, detail or ingenuity of the proposal.

The Pennsylvania State Police reserve the right to accept or reject any deviation from the specification if in their judgment the variation will / will not compromise the functional intent of the specifications. **All changes to the forgoing specifications and attached related drawings must obtain the approval of the Director, Bureau of Staff Services, Pennsylvania State Police.**

2 - LOCATION

The purpose of this program is to establish the personnel, space and building performance requirements for the Pennsylvania State Police at the location referred to in the attached map describing the area of advertising.

3 - INTENT

It is the intent of the following standards to describe the total scope of the project. This description is not intended as a substitute for a complete design / construction document or to eliminate the developer or contractor's need for independent analysis of conditions or requirements. The Commonwealth specifically disclaims any unverified accuracy of this data.

LESSOR and LESSEE agree that specification changes necessary to effectively utilize a specific facility may be made, provided that the LESSOR and the LESSEE agree any such substitution, changes or work to in writing.

4 - PROFESSIONAL SERVICES

The selected LESSOR / DEVELOPER will be required to create detailed architectural and engineering plans to meet all requirements. It is intended that the LESSOR/ DEVELOPER will provide a completed structure with fully - developed interior fittings and features. LESSOR shall complete as - built drawings of the completed structure in Auto CAD version 2006 on a CD and hard copy, drawn to a minimum 1/8" = 1'0" scale.

5 - SITE ADAPTATION

The adaptation of these requirements and specifications to a particular design and site or to a current structure is an architectural / engineering design issue which must be resolved at LESSOR's expense as part of the proposal.

The site should have good natural drainage. The site should be large enough so that the building may have sufficient room around it to allow smooth traffic patterns and room for future expansion.

Generally, main highways are favored for actual locations, although a reasonable distance off such roads is permissible.

Adjoining buildings and immediate neighborhoods must be acceptable. The proximity of taverns, racetracks, junkyards and the like may be a major deterrent factor in the acceptability of a site. Proposals that offer shared space of any kind within the same building even though physical barriers may separate the spaces may be found to be unacceptable.

6 - CONSTRUCTION COSTS

The Project must be assumed to include all labor, material and equipment. Labor, material and equipment not specifically shown or described but properly inferable from the documents as necessary for the finished project shall be performed and supplied by LESSOR in accordance with the best recognized standards of the trade.

7 - PERMITS

LESSOR shall be responsible for obtaining all permits and approvals of any kind necessary for the proper and lawful execution of the work. This shall be done at the Lessor's own expense.

8 - ALTERATIONS / UPGRADES

During the lease term, the Commonwealth must be offered the option to upgrade existing space from lower to higher use, or to make additional alterations and renovations to the facility. This offer must apply during the initial term, the option periods or subsequently negotiated extensions. It is understood that reimbursement will be made to the LESSOR by lease amendment as noted in the terms and conditions.

9 - ACCESS

The Commonwealth requires 7 - day a week, 24 - hour access and use of the premises and lease amenities as necessary.

10 - FUNCTIONAL ADJACENCIES

The proposed facility must normally contain floor space contiguously located in a single structure or two adjacent spaces.

SECTION B - BUILDING REQUIREMENTS

1 - OFFICE SPACE & RELATIONSHIPS

The building is for general secure warehouse storage space.

2 - SUPPORT SPACES

Mechanical equipment spaces, LESSOR's general storage, hallways shared with other tenants, elevators, stairways or fire towers, utility spaces and other service areas shall complete the building scheme but shall not be included as leased space for purposes of calculating square foot area leased.

3 - PARKING

Persons with disability (ies), visitor, and staff parking, must be included along with landscaping and other site amenities.

4 - RESTROOMS

NONE

5 - EMERGENCY SERVICES

Emergency services for elevators, plumbing, heating, ventilation, electrical systems, security systems and building structures are to be provided on a four (4) hour call at request of LESSEE. Names of appropriate contracted personnel and optional personnel for these services are to be provided to LESSEE by LESSOR prior to occupancy and are to be kept current during the term of this lease.

6 - LOCKING SYSTEM

The Commonwealth may request and receive a new locking system and / or associated hardware after a break - in or a series of thefts or other similar, unusual occurrences.

SECTION C - MATERIALS AND ARCHITECTURAL DETAILS

1 - WAREHOUSE FACILITIES

WAREHOUSE STORAGE 9,000

2 - GENERAL CONSTRUCTIONS SPECIFICATIONS

2.1 GENERAL:

Construction material easily and economically obtained at the building site should be given first choice when available without sacrifice to quality. The material and finishes listed are recommended for their economy, their low maintenance requirement and their pleasing appearance. In general the construction of the project facility shall be asbestos free. Materials or components used containing asbestos must be identified by product, material, and manufacturer and percent of asbestos contained by component.

2.2 FOUNDATIONS & FLOORS:

- 2.2.1 All foundations must be constructed of sufficient size and strength and placed on load-bearing-soil of sufficient compactness to carry the weight of the building and the components and all equipment.
- 2.2.2 The concrete for the foundations shall be reinforced where necessary and be homogenous and when hardened, shall have the required strength, resistance to deterioration, durability, resistance to abrasion, water tightness, appearance and other required properties.
- 2.2.3 For newly constructed buildings, 4" of course aggregate is to be spread throughout the proposed floor area. Polyethylene waterproofing material, or equivalent, shall be used as a vapor barrier between aggregate and concrete. Floor areas to consist of a minimum of 6" thickness of concrete, 3500 PSI and reinforced. All flooring must be leveled prior to the installation of tile. The floor should be properly insulated against heat if located over a boiler or other highly heated areas, where no heat is in a basement, appropriate insulation should be installed to minimize cold or dampness coming through the floor. If the floor is otherwise constructed or existing floor is used, the floor must be leveled and properly insulated prior to the installation of tile. Floor surfaces that do not receive tile and remain concrete must be treated with a surface hardener for warehouse use. (Refer to the floor plan room schedule)
- 2.2.4 Existing Construction: Concrete floors that do not appear as like new construction, must have all grease, substances, ground in dirt removed by washing, scraping, grinding, applying degreasing materials to provide the lessee with a clean concrete surface. The surface should be restored in an acceptable manner to the Lessee.
- 2.2.5 A ramp from the finished floor of the warehouse to the macadam parking area must be provided. The ramp slope and width must accommodate a forklift that is loaded. All safety items must be included examples: railings, slip resistant surface, landings etc.

2.3 WALLS:

Consideration shall be given to several factors in determining the proper wall construction and finishes, which are:

- Durability (effect of heavy wear)
- Minimum Maintenance
- Sound Absorption
- Initial Cost
- Ease of Cleaning
- Effect of Water
- Fire Resistance

2.3.1 EXTERIOR WALLS:

- 2.3.1.1 All exposed exterior walls must be constructed of masonry or wood frame construction with brick, stone or metal facing material approved by the Lessee.
- 2.3.1.3 The interior clear height of the warehouse shall be at least 16'.

2.4 CEILINGS:

- 2.4.1 Ceilings shall receive insulation of an R - value of at least 30 or greater if required by code.
- 2.4.2 The interior clear height of the warehouse must be at least 16'-0".
- 2.4.3 The warehouse space may have the exposed interior shell and structural system comprise an acceptable interior environment that does not need a suspended ceiling system for acceptable aesthetic, acoustic and lighting requirements. Any exposed mechanical and electrical elements are acceptable if in accordance with codes and if treated in an aesthetic manner and approved by the Lessee.

2.5 WINDOWS AND DOORS:

- 2.5.1 Windows in new construction is not necessary, where provided windows must have wire mesh window guards installed. Window guards must be lockable and capable of being opened for window cleaning.
- 2.5.2 Exterior doors shall be insulated metal doors and frames with painted finishes. They shall be equipped with panic bars, kick plates and automatic door closing devices. Exterior doors shall be at least 3'-0" wide (In compliance with the Americans with Disabilities Act). Labor and Industry will require additional emergency exits based upon the building size.

2.5.3 Employee entrances shall be at least 36" wide and 1-3/4" thick, and shall be controlled by a 500 series keypad lock, including a key override. The device must comply with ADA, be weather resistant and designed for high frequency use, compatible with panic hardware (Sargent single panic hardware PR 8877 x ETL, finish 32D. The unit must include all necessary items to make a complete application.

2.5.4 The entrance for employees to enter the facility will be accessible at all times.

2.5.5 All interior doors shall be at least 36" wide and 1-3/4" thick and equipped with kick plates and push pull plates. The doors may be solid or honeycomb core metal doors in metal frames

2.5.6 Each door (interior and exterior) shall have a minimum of 1-1/2 pair of hinges (3 hinges) per door. Install surface mounted door closures as manufactured by Sargents, LCN or approved equal on restroom doors, exterior and vestibule doors, and corridors doors.

2.5.7 Overhead garage doors (see Section E).

2.5.8 Existing Construction:

The lessor is required to replace any doors or windows that are beginning to deteriorate prior to the State Police taking occupancy of the space. The Lessee shall determine what is required to be replaced. Any overhead doors that are not required for delivery purposes must be closed up or secured in a manner acceptable to the Lessee.

2.6 HARDWARE:

All hardware for windows and doors, interior and exterior shall be rustproof and hard wearing. Door hardware shall be commercial grade in compliance with ADA requirements, must be ample size, weight to perform the service required. All doors interior and exterior will be lockable. Floor or wall mounted door stops shall be installed on all doors and kick plates shall be provided on the stop side. All entrance and exit doors must be keyed alike unless otherwise indicated.

2.7 ROOF:

2.7.1 Flat roofs shall be designed to carry the snow/ice load for the region and constructed of rubber roofing using a fully adhered system.

2.7.3 Soffit and fascia shall be aluminum on the roof overhang. An overhang of 2'-0" is required when inclined roofing is used.

2.7.4 Install rainwater gutters and downspout or rain water conductors to direct water away from the building or into storm sewage system.

2.7.5 Canopies are needed at the main lobby entrance. Also at the loading dock walk in entrance as well as the area where any exterior dock does not provide protection from the weather elements.

2.8 RENOVATION REQUIREMENTS:

EXISTING FACILITIES MUST HAVE ALL NEW FINISHES, FIXTURES AND APPLIANCES INSTALLED DURING A RENOVATION. THIS IS REQUIRED FOR ACCEPTANCE OF A NEW LEASE. Examples include but are not limited to ceilings, wall finishes, flooring, lighting fixtures, cabinets, doors, trim etc. A renovation must include all items identified in the specifications.

3 FINISHES & MISCELLANEOUS MATERIALS

All building materials, systems, components, products and assembly techniques and methods shall adhere to the Lessee's goal of sustainable design and high performance green architecture. The Lessor and design team shall institute a program of construction waste management and recycling that will minimize construction and furnishings waste material going to landfills. All construction material, finishes and accessories shall be environmentally responsible and appropriate for use in spaces that are designed for maximum occupant performance. These items shall emphasize low embodied energy, sustainable production, high post consumer material content, be free of deleterious chemicals and compounds, and shall be manufactured and available locally whenever possible.

3.1 CARPET

NONE

3.2 TILE FLOORING

NONE

3.3 INSULATION

The Lessor shall require that all insulation provided for the construction must contain the minimum percentage of post consumer paper or recovered material as shown below for the applicable product:

MATERIAL TYPE	PERCENTAGE BY WEIGHT
Cellulose Loose-fill and spray on paper	75% postconsumer
Perlite composite board paper	23% postconsumer
Plastic rigid foam, polyisocyanurate/polyurethane	
Rigid Foam	9% postconsumer or recovered material
Foam-in-place	5% postconsumer or recovered material
Glass ridge foam	6% postconsumer or recovered material
Phenolic ridge foam	5% postconsumer or recovered material

Rock Wool	75% postconsumer or recovered material
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The Lessor shall require the contractor to provide the Lessor with documentary evidence that insulation provided for the renovations was produced with the required minimum percentage of post consumer paper or recovered material as appropriate.

3.4 RESTROOM PARTITIONS

NONE

3.5 INTERIOR DOORS

The interior doors shall consist of 36" wide solid core doors unless otherwise specified by the Lessee. Doors shall be provided with hardware, conformed to the requirements of the Penna. Department of Labor and Industry and all other applicable codes, stops and master keyed locks as indicated by the Lessee.

3.6 EXTERIOR DOORS

All exterior Doors and frames shall be constructed of steel and foam insulation. All hardware shall conform to the requirements of the Penna. Department of Labor and Industry and all other applicable codes.

3.7 FIRE EXIT DOORS INTO FIRE TOWERS

Exit doors into stairwells or fire towers shall be a B label construction or as required by the Penna. Department of Labor and all other applicable codes.

3.8 CEILINGS

Finished ceiling not required

3.9 PAINTS, STAINS AND VARNISHES

Permanent walls to be painted shall receive finishes prior to occupancy. Walls shall be prepared and painted with latex Polomyx paint in at least a four-color mix or LESSEE approved equal. Paint shall be a solvent-free, water-based, and non-VOC emitting paint. Preparation and application shall be completed in accordance with manufacturer’s recommendations.

Paint for such items as door and window frames, steel doors etc., shall have a minimum of two coats of paint unless stipulated otherwise. Paint for general interior and exterior applications shall be a water-based, zero- or low- VOC latex paint and primer. Water-based paints shall not be formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tinted with pigments lead, cadmium, chromium VI, antimony and their oxides.

If solvent-based paints are required for exterior use, the VOC levels shall not exceed 250 grams/liter. Solvent-based paints shall not be formulated with more than 1% aromatic hydrocarbons by weight.

The use of water-based stains and transparent finishes for the use of wood finishes shall be provided with less than 200 grams/liter for stain and 250 gram/liter for transparent finishes.

Immediately after occupancy, Lessor will refinish marred walls during weekends or holidays. If occupancy already occurs, painting must be done on weekends or holidays. Color selection to be approved by the Lessee.

3.10 SEALANTS, ADHESIVES AND COMPOUNDS

All sealant, adhesives and compounds products used in this product shall be non-toxic, low odor and solvent free and shall be anti-microbial with hazardous vapors and contain no carcinogenic materials.

SECTION D - STORAGE FACILITIES

1 - SUPPLY STORAGE

NO Shelving Needed

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SECTION E - SPECIAL FACILITIES

1. -LOADING DOCKS

A loading dock is needed with a site on the dock where delivery trucks may unload all equipment must be operational.

2. -OVERHEAD GARAGE DOORS

Provide and install insulated Overhead Garage Doors permitting truck entry into the building and must be of sufficient height and width (13' H X 12' W min.) to accommodate all sizes Pennsylvania State Police vehicles. Exterior dock space must have overhead doors of sufficient size to permit easy access for lift truck maneuvering. Overhead garage doors must have electronic door openers nearby each door.

SECTION F - VEHICLE FACILITIES

1 - PARKING

On - site private parking is required and shall be located adjacent to the facility. Lighting in the parking area shall be dusk to dawn and shall be automatically controlled. All parking areas shall be paved and striped for parking. All parking spaces shall be marked with signage as designated by LESSEE. Parking spaces shall be a minimum 10'-0" wide and 20'-0" long, handicap provisions will apply to spaces so designated. The parking area shall not exceed a slope ratio greater than 1:20 in any direction. Apply painted 4" wide white lines using traffic paint conforming to the Federal Specifications TT-P-115, Class "A". A one (1) coat application will be acceptable if good cover is achieved. All macadam line painting shall be repainted at least every two (2) years.

Driveways with two way traffic must be twenty-four 24' wide, driveways for one way traffic must be fifteen (15) feet wide. Driveways entering onto a highway must allow for shoulders two (2) feet wide on each side of the driveway. The macadam must be constructed to support loaded trailer and tractor weight to prevent damage to the driveways and macadam at the loading dock area.

Driveways and parking areas shall have guide rails installed where sudden changes of elevation cause a hazardous situation. Guide railing at an entrance driveway must be at least 28' between railing on each side of the driveway.

Sidewalks must be provided to each building entrance.

Access to the building from the parking area must comply with Americans with Disabilities Act. Labor and Industry will determine the number of entrances that must be in compliance in addition to the main lobby entrance.

Existing Construction: requires all damaged existing macadam to be repaired with full depth patching. The entire existing macadam surfaces shall be leveled to provide proper drainage and an overlay applied.

2 - PARKING

- 2.1 A total of 2 parking spaces are required. This is in addition to the spaces at the docks where trucks park to unload.

SECTION G - DESIGN REQUIREMENTS

1 - DESIGN REQUIREMENTS

The following general design requirements shall apply to the design of all areas unless specific exception is noted for the item in question in the proposed Facility Plans, or where specifically exempted by prevailing law or superseding regulation. NO GRAND FATHERING OF ANY LAWS, CODES OR STANDARDS WILL BE ALLOWED.

2 - CODES AND STANDARDS

Act No. 166 of the 1988 Pa. Legislature (or later revisions) regarding persons with disability (ies). Applicable sections of the ANSI and ADA, Act 101-336 of 1990 shall supersede the PA Acts when PA Acts are less stringent.

Society for Environmental Graphic Design: "Clarification and Interpretation of the ADA Signage Requirements."

BOCA National Code /Series - Latest Edition, including Basic Building Code; Fire Prevention Code; Mechanical Code; and relevant codes and standards referenced therein.

Fire and Panic Code - Pennsylvania Department Of Labor and Industry.

Pennsylvania Act 222 - Building Energy Conservation Law. Energy Policy Act of 1992 (P.L. 102-486)

Local Zoning Ordinances - latest edition with all amendments.

The latest revision of ASHRAE/IES Standards 90.1 "Energy Efficient Design of New Buildings Except Low - Rise Residential Buildings."

OSHA - Latest edition (July 1, 1982. Plus subsequent revisions to date).

NFPA 101 - Life Safety Code, latest edition.

Hazardous Material - No asbestos insulation or asbestos-based materials may be used in construction or remain on the site. Hazardous materials notification, as required by law, shall be provided to LESSEE who will notify affected employees.

Zoning - The facility must be located in an appropriately zoned site and must allow operation which would include the occasional handling of small samples of hazardous and potentially toxic substances, as well as permitting radiological equipment on-site.

Flood Plain - Both site and access must be outside the 100 - year flood zone as defined by the Federal Emergency Management Agency, United States Army Corps of Engineers and the Pennsylvania Department of Community Affairs.

Wastewater - Any proposed facility may be connected to either public or private sewer and water systems. These systems must have legal and adequate treatment systems and capabilities for the proposed use. The resulting connections and/or utilization of either public or private systems must be in compliance with local, state or federal laws, rules and regulations. It will be the responsibility of the Lessor to provide the operation and maintenance of the system or systems and cost thereof.

Sound and Noise Control - The LESSOR shall maintain construction practices and materials to conform with STC ratings in accordance with ASTM E-90-83, and the requirement to the specification and drawings.

3 - SPACE PLANNING / INTERIOR DESIGN SERVICES

The services are to insure that the final character and configuration of the new space, furnishings, and equipment fully satisfy the functional and aesthetic requirements of the LESSEE while meeting all applicable codes and regulations.

4 - STRUCTURAL DESIGN

The LESSOR shall design the required space such that the following minimum live loads are permissible in all areas of the structure:

Warehouse Storage/ File / Storage Floors - 200 PSF

5 - ACCESSIBILITY REQUIREMENTS

The facility must maintain barrier - free accessibility in the following areas or as required by law or code:

Entrances and exitways and hallways
Access to each floor of the structure
Designated parking areas

The construction of the facility shall meet the latest standards of the Americans With Disabilities Act (ADA). Items contained on the drawings that do not comply with the requirements shall be the lessors responsibility to construct properly. The lessor may obtain a copy of the ADA guidelines by calling (202) 272-5434 or the internet at (www.access-board.gov/adaag/html/adaag.htm#4.3.11)

SECTION H - FIRE ALARM, SECURITY

1 - FIRE PROTECTION

The LESSOR shall provide hand-held Dry Chemical or acceptable substitute fire extinguishers in areas of concentrated electrical/ electronic equipment as designated by the LESSEE.

Hand-held ABC extinguishers shall be provided by the LESSOR as required by codes and tested annually.

The lessor must provide fire extinguishers as required by Labor & Industry.

The lessor shall provide and install a sprinkler system as required by the codes in their area. The system shall comply with all applicable codes and must be tested according to manufacturer's requirements. The system is to activate an alarm that will notify fire department as well as the state police and local police when an activation of the system has occurred. The system must be tested prior to the state police occupying the space.

Provide and install smoke detectors that are UL and FM approved. Smoke detectors shall provide audible and visual warning to comply with ADA and placed as required by Labor & Industry.

The lessor must have fire detection monitoring of the facility with various detectors and sensors. When the system is activated an alarm will be sent to a central station for dispatch of fire protection. The lessor will assume all costs of the system including phone installation for the system as well as all monitoring fees. All costs for false alarms will be the lessor's responsibility to pay.

2 – SECURITY

The lessor must provide intrusion alarm security monitoring of the facility with various detectors and sensors at all windows, perimeter doors, interior doors at lockable storage areas, office space and various locations in the warehouse. When the system is activated an alarm will be sent to a central station for dispatch of police or the need of fire protection. The lessor must assume all costs including but not limited to separate phone line installation, monthly line fees as well as monitoring fees. The person in-charge of this unit will determine who shall be notified when an alarm is activated. All costs for false alarms will be the lessor's responsibility to pay.

SECTION L - ELECTRICAL SYSTEM CRITERIA AND COMPONENTS

1 - ELECTRICAL POWER DISTRIBUTION

Characteristics to be provided to the LESSEE include:

8-20A-120Vac, 60Hz, with common ground in locations designated by Pennsylvania State Police.

2- 50A-125/250Vac, 60Hz, Receptacle compatible with Pennsylvania State Police equipment and in locations designated by Pennsylvania State Police.

The LESSOR must provide all electrical needs to provide electrical power throughout the term of the lease.

Electrical services shall be provided as required by the LESSEE, to be determined in addition to code requirements. All material used in these installations shall be new and shall be installed in conformance with the requirements of the National Electrical Code, the National Board of Fire Underwriters, the Pennsylvania Department of Labor and Industry and any other governmental or local authority having jurisdiction.

All isolated ground circuits shall be established by connection of an insulated ground wire from the isolated ground receptacle to the distribution panel for that circuit or by connection of an insulated ground wire to a suitable grounding source independent of other electrical circuits e.g. to building steel structure or a grounding rod furnished for this purpose. The intent is to avoid the possibility of fault currents from other pieces of equipment being able to interfere with or damage electronic processing equipment by conductance of fault currents through the isolated ground receptacle.

The contractor may choose whether this is best accomplished by individual circuit surge suppression or by circuit distribution panel surge suppression. All circuits shall have surge suppression whether normally grounded circuits or isolated ground circuits.

All electrical services and installation shall meet the current codes for new construction of the regulating jurisdictions. In no event shall grand fathering of existing services or installations be allowed. Electrical outlets shall be located through the use of receptacle panels, and/or wall outlets as approved by LESSEE. No electrical facilities shall be run through floor channel unless approved by LESSEE.

Additional electrical outlets shall be provided and installed as required where indicated. Individual circuits shall be identified at the electrical outlets in order to allow for separate designated use of each circuit.

2 -LIGHTING

Except where otherwise provided in the specifications, lighting shall be in accordance with the American Standard Practice of the Illuminating Engineering Society of North America, ASNI/IESNA #RP-1-1995 or any later revision.

Lessor shall provide, install and replace all light bulbs, lamps, ballasts and starters required throughout the term and any available option periods during the lease.

The warehouse area shall have low profile efficient low brightness metal halide fixture with wire guard.

Exit Lighting	-	Shall consume no more than 5 watts per fixture.
Exterior Lighting	-	High-pressure sodium or LED min. 2 foot-candles over the entire parking areas, drives, and to include the entire perimeter of the building. Controlled by automatic sensors to come on at dusk and shut off at dawn. Wiring is requested to be underground.
Building Entrances	-	Automatically controlled, side or over door installations. 25 ft-candles.
Emergency Interior	-	Battery type with average operating time of one and one half (1-1/2) hours minimum, completely automatic, rechargeable and ready for use.
Exterior Sign	-	As required by L & I No sign required

3 - TELECOMMUNICATIONS

NONE

3.-SIGNAGE

NONE

SECTION K - MECHANICAL SYSTEM CRITERIA

1 – HEATING & VENTILATION

All areas of the building shall be heated to the temperatures as indicated in the Department of General Services temperature requirements except as noted below:

1.1 -TEMPERATURES

A temperature of 60 degrees F dry bulb + /- 2 degrees F dry bulb shall be maintained during winter conditions.

1.2-VENTILATION

All ventilation will meet the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHREA) Standard 62, current revision. The current revision requires the introduction of at least 20 cfm outside air per person in all office areas. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust air sources. Use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met.

1.3 - FILTRATION

All areas serviced by heating or ventilation systems will have fiberglass pre-filters of at least a 2" minimum thickness installed in that system. The pre-filter will be installed in the system at a place that will filter all air handled by the system before distribution into the work areas or public area. All filters will be replaced by the LESSOR on a monthly schedule or more often, if required by operating conditions. During replacement operations, the system will be completely shut off to avoid the distribution of dirt through the system.

1.4 - PRESSURE DIFFERENTIALS

Storage and garage areas shall maintain a negative pressure differential relative to adjacent areas to control the migration of fumes or odors. The pressure maintained in the building shall be positive relative to the outside to prevent the infiltration of air.

1.5 - HEATING CONTROLS

The building shall be controlled totally automatically. Thermostats and other automatic controls shall be inaccessible to employees. Manual controls of heating equipment are not acceptable under any circumstances. In addition, the building shall be appropriately zoned with automatic controls to maintain even heating throughout the area regardless of the anticipated use of the areas.

2 - PLUMBING / UTILITIES

NONE

3- ELEVATORS (where required)

One elevator must have inside dimensions of not less than 6'8" x 5'5" with not less than 36" door opening, if elevators are required by code unless otherwise approved by Lessee. If elevator exists, they are to be modernized to provide automatic operation and to bring equipment into compliance with the Americans with Disabilities Act. The Elevator Contractor must be an elevator manufacturer or manufacturer's approved installer. Acceptable manufacturers are Otis elevator Company Cemcolift or Minnesota Elevator, or Lessee approved equal. Licensed and permits shall be provided and the required inspections and tests shall be performed. Elevators shall comply with applicable building and elevator codes, included but not limited to the following:

- ANSI A17.3
- ANSI A17.1
- National Electrical Code
- Pa Department of Labor and Industry Elevator Regulations
- Americans with Disabilities
- Uniform Federal Accessibility Standards

Existing elevators are to be modernized with the following standards as approved by the Lessee:

- A minimum standard speed of 100 FPM
- All In-Ground Hydraulic cylinders shall be incased in PVC liners. If the owner can not prove the cylinder is encased, it shall be removed and replaced with a sealed unit or an above ground system.
- All elevators over two stories shall be equipped with over speed governor and safety mechanisms capable of stopping a fully loaded car an over speed condition.
- If elevator does not meet handicap guidelines, it shall be modernized with the following criteria in mind:

Controller shall be relay-logic or non-proprietary microprocessor based controller. Complete electrical diagrams shall be provided to Lessor including all straight line prints, electronic circuitry and microprocessor logic diagrams. If a programming tool and software is needed to trouble shoot or adjust elevator, it shall be provided with the control system at no extra charge. Microprocessor shall be an "off the shelf" industrial type controller, readily available on the open market.

Components such as door operator, selector, buttons etc. shall be able to be replaced and upgraded independent of the elevator controller.

Lessor must demonstrate that all components are the most energy efficient available. When full elevator replacement or new construction is needed, buildings over four floors in height should view traction elevators as the most desired type of equipment.

The modernization shall include complete operation and control systems, new door operators, car operating stations, hall button fixtures, new cab and hoist way doors, complete cab modernization and various adjustments, safety test and related repairs.

SECTION L - FINISHED GRADING & SEEDING

1 - FINISHED GRADING & SEEDING

- 1.1 Finished grading shall eliminate low spots where water would be expected to accumulate.
- 1.2 All rocks and debris in excess of 1" shall be removed.
- 1.3 The soil shall be fertilized, tilled, seeded and mulched.
- 1.4 Lawn seed and mixtures shall consist of the following:

Permanent Lawn Seed Variety	% Parts	% Purity	% Germination
Kentucky Bluegrass	45	95	85
Pennlawn Fescue	45	85	75
Perennial Ryegrass	10	95	85

- 1.5 The LESSOR must have a landscape plan prepared by a professional landscaper that is aesthetically appealing for the building. Types of shrubs and trees shall be of the LESSOR's choice
- 1.6 Seeding shall be 5 lbs. per 1000 sq. ft. Planting shall occur between August 20 and October 1 or where spring seeding is necessary before May 15.
- 1.7 Lawn shall be kept constantly wet close to saturation for 10 days following seeding.
- 1.8 If the grass seed does not germinate the lessor shall be responsible to reseed the areas.

2 - LANDSCAPING

- 2.1 The lessor must have a landscape plan prepared by a professional landscaper that is aesthetically appealing for the building. Types of shrubs and trees shall be of the LESSOR's choice.
- 2.2 The areas requiring landscaping involve the front and sides of the building that are visible to the Public. The rear of the building does not require planting of shrubs.
- 2.3 The planting of materials shall be performed by persons skilled in the trade of landscaping. Prior to planting the Commanding Officer must approve the plan.
- 2.4 All trees and shrubs shall be guaranteed for a period of one (1) year and shall be replaced as required.

SECTION M - MISCELLANEOUS CONSIDERATIONS

1. Prior to occupancy of the facility, LESSOR shall provide LESSEE, with current certificates of insurance. The certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days written notice has been given to LESSEE.
2. All construction, existing or new, must be in full compliance with the Americans with Disabilities Act (ADA) whether or not specifically mentioned in the specifications or depicted on the drawings.
3. Pollution control as mandated by the Department of Environmental Resources. The LESSOR shall be responsible to correct any environmental hazards that may be present at the time of occupancy or could be incurred during the term of the lease. The LESSOR shall bear the financial responsibility to correct any hazards that are not created by the LESSEE.
4. LESSOR shall have building plans approved by the Department of Labor and Industry. The lessor shall also furnish a copy of the Certificate of Occupancy, issued by Labor and Industry to the Pennsylvania State Police, Facility Management Division, at the time of occupancy of the facility.
5. All construction must be completed and all contractors finished with their work before occupancy of the building or increase of any rental payments to the LESSOR. If not the LESSOR will be responsible for payments of the present lease rental until the facility can be occupied. Existing construction requires renovations to be completed prior to receiving the increased rental rate at the renovated facility, all renovations must be satisfactorily completed.
6. LESSOR shall supply to the LESSEE the names of plumber, electrician and heating and ventilating contractors who can be contacted in case of and emergency.
7. All interior painting (primer and finish coats) must be completed prior to occupancy. Color must meet Lessee's specifications. All paints used must be washable. Premises must be repainted every five (5) years of the lease or as otherwise indicated.
8. **All requested changes to the specifications and related drawings must be submitted in writing and shall not be changed unless WRITTEN approval is granted by the Director Bureau of Staff Services, Pennsylvania State Police.**

END OF SPECIFICATIONS

ADDITIONAL INFORMATION FOR THE BIDDER

ATTACHMENT A is not adequate for a State Police Station when the bidder is submitting prices for a FULL SERVICE LEASE WHERE THE LESSOR IS RESPONSIBLE FOR SNOW REMOVAL AND JANITORIAL SERVICES PLEASE USE THE FOLLOWING WHEN DEVELOPING YOUR RATE PER SQUARE FOOT.

Item 14 Services; need additional clarification to meet the needs of the State Police. The services that this affects include Ice / Snow Removal and Janitorial Services.

PENNSYLVANIA STATE POLICE

SNOW AND ICE REMOVAL SPECIFICATIONS

The LESSOR is responsible for snow and ice removal from all sidewalks and parking areas during and after the snow, sleet or icing weather event.

The Station Commander or their designee will establish with the snow removal contractor;

- 1. The snow removal response - snow removal to begin at accumulations of 3" and additional 3" intervals during the weather event and complete removal at the cessation of the storm.**
- 2. Areas of snow removal and application of granular deicing material**
- 3. The type of granular deicing material- per the Station Commander**

Liquid applications are not permitted.

Snow removal costs need based upon the use of a truck/plow and hand shoveling where required by the Station Commander. The LESSOR or LESSOR's VENDOR must have equipment adequately sized to perform service in efficient manner.

Repair damage that occurs during the removal of snow and ice to parking lot surfaces, sidewalks, curbing, bumper blocks and lawns owned by the LESSOR. The Lessor or their designated contractor shall repair damage to state property and employee personnel property.

APPENDIX D

GEOGRAPHIC BOUNDARIES

THE ADVERTISED AREA FOR THE STATE POLICE (BCIS) WAREHOUSE IS
WITHIN A 10 MILE RADIUS OF SR 22 & SR 39 INTERSECTION

