

SOLICITATION FOR PROPOSAL (SFP)
SFP #94944
Date of Issue: 6/19/18

Due Date:	Responses due no later than 3:00 PM on 6/24/18. PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.
Tenant Agency:	Department of Health
County:	Luzerne (Refer to Appendix E for Geographic Boundaries)
Square Footage:	1,944sf - 2,236 sf
Term:	10 years with 2 - 5 year options
Type of Space:	<input checked="" type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Hangar <input type="checkbox"/> Institutional <input type="checkbox"/> Other
Parking Requirement:	The Commonwealth does not make parking a requirement of SFPs for the lease of real estate unless otherwise specified in the Agency Lease Specifications (Appendix D), however, proposers should provide information relative to the availability of private and/or public parking as well as the number of parking spaces and location of the parking if included in the proposal.
Additional Considerations:	
<p>All questions and inquiries regarding this SFP must be directed to: Leasing Coordinator: Carol Munley Phone: 717-787-7412 Email: cmunley@pa.gov</p>	
<p>Submission Instructions: The Department of General Services (DGS) will accept submission of proposals by email, by mail using the shipper of your choice, or by personal delivery. Please follow the below instructions.</p> <p>EMAIL: Proposals must be submitted to RA-DGSLeasingSFPResponse@pa.gov. The <u>subject line</u> of the email must state the SFP#, Agency, County, Leasing Coordinator's Name, and Due Date. All required forms must be attached to the email and the proposer must request a "send/receive" receipt.</p> <p>MAIL: Proposals must be submitted in a sealed envelope to the Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA 17125 and <u>received</u> by the Commonwealth of Pennsylvania by the due date and time noted above. The envelope must be marked with the SFP#, Agency, County, Leasing Coordinator's Name, and Due Date. This information must also be shown on the outside of any courier or mailing envelope.</p> <p>PERSONAL DELIVERY: Proposals must be submitted in a sealed envelope to the Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA 17125 and received by the Commonwealth of Pennsylvania by the due date and time noted above. The envelope must be marked with the SFP#, Agency, County, Leasing Coordinator's Name, and Due Date. The envelope must be time and date stamped by Bureau of Real Estate personnel at time of delivery.</p>	

Table of Contents

Pages

General Information for the Proposer

3-5

Appendix A	Proposal Checklist and Acknowledgement
Appendix B	Small Diverse Business (SDB) and Small Business (SB) Participation Submittal/SDB and SB Letter of Intent
Appendix C	Sample Lease Cover Sheet and Lease Standard Terms and Conditions <i>(Attachment A of New Lease)</i>
Appendix D	Building Specifications <i>(Attachments B and C of New Lease)</i>
Appendix E	Geographic Boundaries

GENERAL INFORMATION FOR THE PROPOSER

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposal to lease space to the Commonwealth. Please be advised that this is a proposal solicitation process. The Commonwealth reserves the right to reject any or all offers, waive any defect or negotiate for better terms. **Since this SFP includes several appendices, it is also advised that this document be read in its entirety so that the proposer is aware of all Commonwealth requirements and the necessary information that is to be submitted with your proposal. To be considered, all proposals must be submitted in accordance with these instructions.**

PLEASE NOTE THAT SFPs ARE NOT PUBLIC BID OPENINGS.

DGS Bureau of Real Estate (BRE), and only BRE, 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.

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 proposer must comply with the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 *et seq.* as further detailed in Paragraph 32 of the Standard Terms and Conditions.

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.

NOTICE TO PROPOSERS OF ENHANCED MINIMUM WAGE PROVISIONS

Proposers must comply with the requirements of Executive Order 2016-02, issued March 7, 2016, which relates to the Enhanced Minimum Wage Provisions and is attached as Exhibit 5 of the Standard Terms & Conditions.

SUBMISSION OF PROPOSALS

To be considered, interested parties must comply with all of the requirements of this SFP. 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 or until a lease is fully executed. **Moreover, the contents 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.

Proposers may submit alternate proposals. 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 delineate a clear breakdown of the price differentials. DGS will consider and evaluate the primary and all alternate proposals at its sole discretion.

SELECTED PROPOSAL

The selected proposer will be expected to enter into a lease agreement with the Commonwealth's Lease Standard Terms & Conditions (STCs), which are attached as **APPENDIX C** of this SFP. Proposers are responsible for ensuring their understanding of the STCs.

SELECTION OR REJECTION OF PROPOSAL

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 proposer cannot be concluded within 30 days following the selected proposer's receipt of a draft lease agreement, the Commonwealth may, at its sole discretion, immediately discontinue negotiations with the selected proposer and commence negotiations with any other interested proposer. Proposers will be notified, in writing, of their non-selection.

INCURRING COSTS

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

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.**

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. Except as provided herein, proposers should not label proposal submissions as confidential proprietary, or trade secret protected. Any proposer who determines that it must divulge such information as part of its proposal must submit a signed written statement as described below and must additionally provide a redacted version of its proposal, which removes only the information the proposer considers to be confidential proprietary or trade secret, 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 to the proposer 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.** 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. 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.

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

The Commonwealth encourages participation by Small Diverse Businesses and Small Businesses as lessors, and also encourages all lessors to make significant commitments to use Small Diverse Businesses and Small Businesses as subcontractors. Additional information may be found in Appendix B of this SFP.

APPENDIX A

PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

APPENDIX A

PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

*The proposal submission must include this checklist signed by the proposer as well as all applicable documents listed below.

Instructions: Please provide a check mark for all items submitted in this Checklist. If a document is not provided, please provide an explanation in the space provided. Failure to follow these instructions will result in delayed evaluation of this SFP.

Check Mark	Document	Please explain if NOT included (<i>attach documentation if needed or appropriate</i>)
<i>The following forms are available electronically at the following link or by clicking on the form name below:</i> Leasing Forms		
	GSRE-19, Proposal to Lease Space to the Commonwealth	
	GSRE-6, Lessor Identity Disclosure	
	GSRE-47, Agency Agreement/Limited Agent Authority	
	GSRE-42M, Contractor Responsibility Certification	
	GSRE-61, Non-Disturbance and Attornment Agreement, (if applicable)	
<i>In addition to the forms listed above, please submit the following documents</i>		
	Appendix A, Proposal Checklist and Acknowledgment	
	Appendix B, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal, SDB/SB Letter of Intent, if applicable.	
	Proposer acknowledges the proposal is based upon requirements to pay Prevailing Wages , if applicable, in accordance with Section III, Paragraph 32, of the Standard Terms & Conditions.	
	Proof of Site Control (<i>BRE 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</i>).	
	An Area Map that identifies the building location, major arterials, and public transportation routes, etc.	
	Estimated Construction Schedule to include a timeline for producing a test fit, permitting approvals, construction, etc.	
	Disclose Flood Plain Status , if applicable. (50 yr., 100 yr., 500 yr., etc.)	
	Drawings – Site Plan(s), floor plans, elevations, building sections	
	Photographs – marked and labeled for easy reference	
	Additional supporting attachments/documents if needed and/or appropriate.	

An official, authorized to bind the proposer to its provisions, must sign the proposal and all required forms, including this Checklist.

Print Name

Signature

Date

APPENDIX B

SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB) PARTICIPATION SUBMITTAL

SDB AND SB LETTER OF INTENT

APPENDIX B (part 1)

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

This solicitation reflects material changes which have been made to the Commonwealth's lease solicitation process to encourage participation by small diverse businesses and small businesses in Commonwealth leasing.

The Commonwealth encourages participation in Commonwealth leases by Small Diverse Businesses and Small Businesses either directly as lessors, or through lessor contracts for services (such as design, construction, cleaning, repair, maintenance, snow removal or landscaping) or supplies related to the lease. Small Diverse Business and Small Business participation and commitments will be considered as a factor for selection for lease award.

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed the following three-year average gross sales:
 - Procurement Goods and Services: \$20 million
 - Construction: \$20 million
 - Building Design Services: \$7 million
 - Information Technology Goods and Services: \$25 million

For a proposer to receive credit for a commitment to a Small Business, the Small Business must complete the DGS/BDISBO self-certification process. Additional information on this process can be found at:

<http://www.dgs.pa.gov/Businesses/Small%20Business%20Contracting%20Program/Pages/default.aspx>.

A Small Diverse Business is a DGS-verified minority-owned small business, woman-owned small business, veteran-owned small business, service-disabled veteran-owned small business, LGBT-owned small business, disability-owned small business, or other small businesses as approved by DGS, that are owned and controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages.

For a proposer to receive credit for a commitment to a Small Diverse Business, the Small Diverse Business must complete the DGS verification process. Additional information on this process can be found at:

<http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Pages/default.aspx>.

The Department's directory of self-certified Small Businesses and DGS/BDISBO-verified Small Diverse Businesses can be accessed from: <http://www.dgs.pa.gov/Businesses/Minority,%20Women%20and%20Veteran%20Businesses/Small-Diverse-Business-Verification/Pages/Finding-Small-Diverse-Businesses.aspx>.

Questions regarding the Small Diverse Business and Small Business Programs, including questions about the self-certification and verification processes can be directed to:

Department of General Services
Bureau of Diversity, Inclusion and Small Business Opportunities (BDISBO)
Room 601, North Office Building
Harrisburg, PA 17125
Phone: (717) 783-3119
Fax: (717) 787-7052
Email: RA-BDISBOVerification@pa.gov
Website: www.dgs.pa.gov

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

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

Proposers that wish to receive consideration for making commitments to and/or that qualify as Small Diverse Business or Small Business are required to submit **two (2)** copies of the Small Diverse Business and Small Business Participation Submittal Form (**Appendix B-part 2**) and related Letter(s) of Intent (**Appendix B-part 3**). The submittal must be provided on the Small Diverse Business and Small Business Participation Submittal form, with information as follows:

- A. Proposers must indicate their status as a Small Diverse Business and as a Small Business through selection of the appropriate checkboxes.
- B. Proposers must include a numerical percentage which represents the total percentage of the total proposed lease cost that the Proposer commits to paying to Small Diverse Businesses and Small Businesses as subcontractors.
- C. Proposers must include a listing of and required information for each of the Small Diverse Businesses and/or Small Businesses with whom they will subcontract to achieve the participation percentages outlined on the Small Diverse Business and Small Business Participation Submittal.
- D. Proposers must include a Letter of Intent (attached is a Letter of Intent template which may be used to satisfy these requirements) signed by both the Proposer and the Small Diverse Business or Small Business for each of the Small Diverse Businesses and Small Businesses identified in the Small Diverse Business and Small Business Participation Submittal form. At minimum, the Letter of Intent must include the following:
 1. The fixed numerical percentage commitment and associated estimated dollar value of the commitment made to the Small Diverse Business or Small Business; and
 2. A description of the services or supplies the Small Diverse Business or Small Business will provide; and
 3. The timeframe during the initial lease term and any extensions, options and renewals when the Small Diverse Business or Small Business will perform or provide the services and/or supplies; and
 4. The name and telephone number of the Proposer's point of contact for Small Diverse Business and Small Business participation; and
 5. The name, address, and telephone number of the primary contact person for the Small Diverse Business or Small Business.
- E. Each Small Diverse Business and Small Business commitment which is credited by BDISBO along with the overall percentage of Small Diverse Business and Small Business commitments will become contractual obligations of the selected Proposer.

CONTRACT REQUIREMENTS – SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

All leases containing Small Diverse Business and Small Business Participation must contain the following lease provisions to be maintained through the initial lease term and any subsequent options or renewals, which will be included as an Exhibit to the Lease Standard Terms and Conditions:

- A.** The selected lessor's Small Diverse Business and Small Business commitment will become contractual obligations of the selected lessor upon execution of its lease with the Commonwealth.
- B.** Subcontracting commitments to Small Diverse Businesses and Small Businesses made at the time of proposal submittal or during lease negotiations must be maintained throughout the term of the lease. This requirement also applies to any subsequent lessor who takes the lease by assignment. Any proposed change must be submitted to BDISBO, which will, along with the Bureau of Real Estate, determine whether a proposed substitution or change in individual percentage commitments to Small Diverse Businesses or Small Businesses should be approved.
- C.** All Small Diverse Businesses and Small Businesses that contract with the lessor must perform at least 50% of the work subcontracted to them.
- D.** Subcontracting commitments to Small Diverse Business and Small Business must be maintained in the event the lease is assigned to another prime lessor.
- E.** The Selected lessor shall complete the Lessor's Quarterly Utilization Report and submit it to the Bureau of Real Estate and BDISBO within ten (10) business days at the end of each calendar quarter the lease is in force. This information will be used to track and confirm the actual dollar amount paid to Small Diverse Businesses and Small Businesses as lessors or contractors with lessors. Also, it is a record of fulfillment of the commitment the lessor made and for which it received consideration for selection. If there was no activity during the quarter, the form must be completed by stating "No activity in this quarter." A late fee of \$100.00 per day may be assessed against the Selected lessor if the Utilization Report is not submitted in accordance with the schedule above.
- F.** The Selected lessor shall notify the Bureau of Real Estate and BDISBO when circumstances arise that may negatively impact the Selected lessor's ability to comply with Small Diverse Business and/or Small Business commitments and to provide a corrective action plan. Disputes will be decided by the Bureau of Real Estate and BDISBO.
- G.** If the Selected lessor fails to satisfy its Small Diverse Business and/or Small Business commitment(s), it may be subject to a range of sanctions BDISBO, in consultation with the Bureau of Real Estate, deems appropriate. Such sanctions include, but are not limited to, one or more of the following: a determination that the Selected lessor is not responsible under the Contractor Responsibility Program; withholding of payments; suspension or termination of the lease consistent with the lease's default provisions, together with consequential damages; revocation of the Selected lessor's Small Diverse Business status and/or Small Business status; and/or suspension or debarment from future leasing opportunities with the Commonwealth.

**APPENDIX B (part 3)
SMALL DIVERSE AND SMALL BUSINESS
LETTER OF INTENT**

[DATE]

**[SDB/SB Contact Name
Title
SDB/SB Company Name
Address
City, State, Zip]**

Dear [SDB/SB Contact Name]:

This letter serves as confirmation of the intent of [Lessor] to utilize [Small Diverse Business (SDB) or Small Business (SB)] on SFP [SFP number and Title] issued by the [Commonwealth agency name].

If [Lessor] is the successful lessor, [SDB or SB] shall provide [identify the specific work, goods or services the SDB/SB will perform] during the initial term of the lease and during any extensions, options or renewal periods of the lease exercised by the Commonwealth, as more specifically set forth below: [identify the specific time periods during the initial contract term and any extensions, options and renewals when the component work, goods or services will be provided or performed.]

These services represent [identify fixed numerical percentage commitment] of the total proposed lease cost for the initial term of the lease. Dependent on final negotiated pricing, it is expected that [SDB or SB] will receive an estimated [identify associated estimated dollar value that the fixed percentage commitment represents] during the initial lease term.

[SDB/SB] represents that it meets the small or small diverse business requirements set forth in the RFP and all required documentation has been provided to [Lessor] for its SDB/SB submission.

We look forward to the opportunity to serve the [Commonwealth agency name] on this project. If you have any questions concerning our small business or small diverse business commitment, please feel free to contact me at the number below.

Sincerely,

Acknowledged,

Lessor Name
Title
Company
Phone number

SDB or SB Name
Title
Company
Phone number

APPENDIX C

COMMONWEALTH STANDARD LEASE

Lease Cover Sheet

Standard Lease Terms and Conditions

LEASE COVER SHEET



Lease Number: _____

FRE Contract Number: _____

Execution Date: _____

Commencement Date: _____

Expiration Date: _____

Lessor Name/Address:

Vendor #:
Vendor Federal ID #:

Lessee:

Commonwealth of Pennsylvania, acting through the Department of
General Services, on behalf of the (Using Agency)

Lessor Contact:

Phone: / Mobile:
Fax:
Email:

DGS Bureau of Real Estate

Phone: 717-787-4394
Fax: 717-783-0570

Premises:

Address:

City: State: Zip Code:

County:

[More specifically described in Attachment A]

Net Usable Square Feet:

Parking Location: No. of Spaces:

Base Rent [per net usable square foot]: \$

Additional Rent [per net usable square foot]: \$

Total Rent [per net usable square foot]: \$

Monthly Rent for First Year:

Annual Rent for First Year:

Initial Term:

Renewal Options: Length of Options: Notification Period:

Option Years Base Rental Rates [per net useable square foot]:

Option One:

Option Two:

Option Three:

Option Four:

Termination Notification Period:

Property Management:

Contact Name:
Phone: / Mobile:
Email:

Utilities:

- Electric/Gas/Oil/Steam
- Hot/Cold Water
- Sewer
- HVAC

Services:

- Janitorial
- Snow Removal
- Pest Control
- Grounds Maintenance (lawn, shrub care)
- Building Maintenance

CONSTRUCTION COMPLETION TIMELINE (from Execution Date):

Construction Period (if applicable):

Amortized Construction Costs (if any):

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 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: Curt Topper

Title: 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.** The first year's Additional Rent is as set forth on the Lease Cover Sheet. The Additional Rent shall be annually adjusted, up to a maximum of five percent (5%) of the preceding year's Additional Rent, 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 annual adjustment (increase or decrease) shall be determined by applying the CPI-U, NE Cities Index, further defined in Paragraph 8 below, 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 allows the Lessee to complete the Leasehold Improvements at Lessee's cost. A sample of this form is attached hereto as **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 Rent.
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 be the cover page of the Lease and shall include, but not be limited to, the name of the Lessor, the name of the Lessee, the Base Rent and first year Additional Rent, the initial Term, and the Net Usable Square Feet.
15. **Lease Amendment.** Written agreement between Lessor and Lessee modifying the terms of the Lease.
16. **Leasehold Improvements.** Additions, alterations or improvements to the Premises and/or Common Areas, undertaken at the request of the Lessee, which occur after the Commencement Date.
17. **Leasehold Improvement Change Order.** A document signed by the Lessor, and approved by DGS/BRE that states the Lessor is aware of the Leasehold Improvement(s) and agrees to construct and renovate the Premises, as requested by the Lessee, and that the Lessor agrees to furnish all labor and materials to complete the improvements. This document applies only to Leasehold Improvements which cost \$50,000.00 or less. A sample of this document is attached hereto as **Exhibit 3**.
18. **Lease Year.** Each successive twelve (12) month period starting on the Commencement Date.
19. **Lessee.** The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency as assigned by DGS/BRE.
20. **Lessor.** The party which has the right to lease the Premises to the Lessee.
21. **Net Usable Square Feet.** Shall be the number of square feet identified on the Lease Cover Sheet. Measurement is computed by measuring the area to be used by the Lessee from the inside perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the Premises, 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.
22. **Normal Business Hours.** Monday through Friday 7:00 a.m. - 7:00 p.m. unless otherwise specified on the Lease Cover Sheet.
23. **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 Premises to review and discuss final plans, timelines and concerns of all parties involved.
24. **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, signed and dated by Lessor and Lessee, in order to accurately depict the Premises.
25. **Rent.** The payment made to Lessor by Lessee for use of the Premises, as set forth on the Lease Cover Sheet, and adjusted as provided herein. Rent shall be paid in equal monthly installments.
26. **Rental Rate.** The sum of the Base Rent and the Additional Rent, as set forth on the Lease Cover Sheet.

27. **Termination Date.** Shall be the date the Lease is terminated with prior notification from the Lessee to the Lessor.
28. **Using Agency.** The Commonwealth of Pennsylvania Agency assigned by DGS/BRE to occupy the Premises.
29. **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 set forth 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.
3. **Term.** The Initial Term of the Lease shall be the number of years set forth 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 Rent for the current Lease Year, to arrive at the Additional Rent for the succeeding Lease Year.
 - iii. 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.
 - d. Budget Impasse (Availability of Funds) – Lessee’s timely payment of rent is contingent upon the annual appropriation of funds made available to the Lessee through the passage of a budget by the Commonwealth of Pennsylvania. Lessee’s inability to pay rent on a timely basis during the period of a budget impasse is not an event of default. In the event of an extended budget impasse in excess of three (3) months, if funding is available, and at the discretion of the Department of General Services, the Commonwealth may make utility payments directly to the utility companies and any amount paid directly to utility companies will be deducted from rental payments upon the passage of a budget. Should a budget impasse occur, upon passage of a budget, the Lessee will process for payment all rental payments due and owing to the Lessor without penalty.
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 legal 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 (1) months' notice in writing. If the Lease is canceled pursuant to the provisions of this Paragraph, and 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. The total amount of amortized costs is set forth on the Lease Cover Sheet.
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 (the "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 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 the additional term(s) as set forth 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.
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 accordance with Paragraph 19, Leasehold Improvements.
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), if applicable, for access within, to and from the Premises. Lessor shall make no change in the elevator service provided to Lessee after the Commencement Date (except as required for safety, repairs and inspections/testing), 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 in accordance with Paragraph 20, Leasehold Improvements.
- 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 on the Lease Cover Sheet. Lessee shall have the right to use the Premises seven (7) days a week, twenty-four (24) 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 shall:
- i. Remove all snow and ice from the sidewalks, walkways, and parking areas (including the parking area's regions of ingress and egress thereto). When a weather event occurs during Normal Business Hours, parking lots and sidewalks must be maintained so that snow/ice do not accumulate more than 1". When a weather event occurs after hours, parking lots and sidewalks must be cleared of snow and ice 2 hours prior to the start of Normal Business Hours.
 - ii. Monitor conditions throughout a weather event that occurs during Normal Business Hours and provide continuous snow removal and treatment of all parking areas, sidewalks and walkways throughout the entire weather event.
 - iii. Correct all unsafe conditions relating to freezing and thawing. Monitor the conditions of the roof, gutters and awnings and clean, repair and maintain, as needed, to prevent safety hazards from occurring due to the weight of snow on the roof or the melting and thawing of ice which could result in icicles forming. Gutters should be cleaned annually, or more frequently if needed.
- 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 maintenance of shrubs, grass, and trees. The maintenance shall include but not be limited to: mowing, trimming, edging, pruning, debris removal, and raking, bagging and removal of leaves for the life of the Lease.
- d. *Trash Dumpster/Trash Cans.* Lessor shall provide a designated trash area and/or dumpster 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 up 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 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 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 for the roof, HVAC systems, and elevators in compliance with **Attachment B.** Upon request by Lessee, Lessor shall provide current certifications for all service contractors retained by Lessor pursuant to this Paragraph, **Attachment B,** and **Attachment C** to prove that all building systems are being serviced and inspected on an acceptable periodic basis.
- b. *Repairs.* During repairs of 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 provide temporary service within twenty-four (24) hours of interruption of service/system breakdown. Permanent service shall be restored (repaired) within seven (7) days from service interruption. Any failure by the Lessor to comply with this Paragraph 15b will be considered an "Event of Default" as defined in Paragraph 39, Events of Default, and Lessee reserves the right to pursue all remedies as outlined in Paragraph 40, Remedies of Lessee.
- c. *Elevators.*
 - i. All elevator equipment and systems shall be in operating order twenty-four (24) hours per day, repairs and safety inspections excepted, 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 upon request by Lessee. The semi-annual maintenance includes, but is not limited to, the service of the hydraulics, cables, and 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. Except in cases of emergencies, 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 and shall promptly notify the elevator service provider of such entrapment so they can respond and facilitate the end of the entrapment and/or repair of the elevator. If the Lessor fails to respond within said time, the Lessee shall charge the Lessor Two Hundred and Fifty Dollars (\$250.00) for each failure to respond.
 - vi. Should more than three (3) elevator entrapments happen within a six (6) month period, the Lessor shall have all elevator equipment and systems inspected and if needed 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 upon request.
- d. *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**.
- e. *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 an "Event of Default" as defined in Paragraph 39, Events of Default and Lessee reserves the right to pursue all remedies as outlined in Paragraph 40, Remedies of Lessee.
 - iii. Lessor shall provide proof to Lessee of routine semi-annual maintenance/repairs to HVAC systems and respective components in accordance with manufacturer's recommendations and the most current applicable standards and guidelines of the American Society of Heating, Refrigerating & Air Conditioning Engineers ("ASHRAE"). 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, as applicable: 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 applicable standards and guidelines of the ASHRAE. Upon request by Lessee 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.
- f. *Electrical.* Lessor shall maintain all electrical systems in accordance with the most current applicable standards of the National Fire Protection Association (NFPA).
- g. *Plumbing.* Lessor shall maintain all plumbing systems, including but not limited to meters, pressure regulating valves, isolation valves, backflow preventers, support assemblies and thermal insulation components. All maintenance shall be complete in accordance with the most current, applicable standards and guidelines of the International Plumbing Code, the Pennsylvania Department of Environmental Protection, and Building Officials and Code Administrators (BOCA).
- h. *Lessor Representative.* Lessor shall have a building superintendent or a locally-designated representative available to proactively manage the Premises and to promptly respond/acknowledge Lessee's requests for service within twenty-four (24) hours. Lessor or the Lessor's representative must be available by telephone to respond to emergency situations twenty-four (24) hours a day, seven (7) days a week. Lessor or Lessor's representative must respond to emergencies within two (2) hours, or sooner if specifically required elsewhere in the Lease.
- i. *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.
- j. *Parking Lot.* Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, parking lot lighting, the black top of the parking lot and the repainting of parking lines every five (5) years or sooner if necessary and agreed upon by Lessee and Lessor. 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.

- k. *Water Intrusions.* Upon notification by Lessee of any event of water intrusion, Lessor shall respond immediately to determine the nature of the incident.
 - i. Lessor shall use only certified contractors to complete post-water intrusion clean-up and restoration and to conduct any and all testing ensuring the Premises are contaminant free.
 - ii. During restoration from water intrusion, Lessor shall ensure all Lessee equipment is protected from damage and any materials removed from the Premises are placed in appropriate containers prior to removal so as to prevent further contaminating the Premises.
 - iii. Lessor shall provide timelines for completion of restoration and testing, reports and recommendations to Lessee within 24 hours following notification of the incident.
 - iv. Lessor shall be responsible for any follow up testing requested by Lessee.

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 applicable 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 timeframe 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 the Construction Completion Timeline set forth on the Lease Cover Sheet unless otherwise agreed upon, in writing, by Lessor and Lessee.
- 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. Lessee may not unreasonably withhold condition or delay such acceptance; 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. Any and all Leasehold Improvements requested by Lessee, agreed upon by Lessor, and which cost fifty thousand dollars (\$50,000) or more shall be completed by Lessor, and paid for by Lessee, through the full execution of a Lease Amendment. Such Lease Amendment must be fully executed by both parties and delivered to Lessor before any work commences.
- b. Any and all Leasehold Improvements requested by Lessee, agreed upon by Lessor, and which cost less than fifty thousand dollars (\$50,000), shall be approved by both Lessor and Lessee through the full execution of either a Consent Form or Change Order. If the parties agree that Lessee will perform the work, then a Consent Form shall be signed by Lessor and approved by DGS/BRE before any work commences. If the parties agree that the Lessor will perform the work, then a Change Order shall be fully executed by both parties and delivered to Lessor before any work commences.
- c. 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.
- d. 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 applicable 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, unless otherwise agreed upon by Lessor and Lessee.
 - 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 applicable 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 maintain a yearly maintenance schedule for the fire suppression system and provide it to Lessee within ten (10) days upon request.

- 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 38 "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.

- vii. 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 "RCDs".
 - 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 4**, 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 enabling 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 document.
- 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.
 - 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:

- a. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this 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.
- b. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions 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.
 - i. 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 set forth herein, exercise one or more of the following remedies:

- a. 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 relocation 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.

- b. 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.
 - c. 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.
 - d. Lessee's performance of a Lessor obligation under this Paragraph shall not relieve Lessor from thereafter performing that obligation.
 - e. Terminate this Lease and the tenancy created hereby.
 - f. 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.
 - g. 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.
 - h. 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.
 - i. 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.
 - j. 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.**

- a. 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.
- b. 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.
- c. 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.
- d. 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.
- e. 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.
- f. 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.
- g. 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 (GSRE-42-N (08-13))

Exhibit 2 – Consent Form

Exhibit 3 – Leasehold Improvement Change Order

Exhibit 4 -- Asbestos Certification

Exhibit 5 – Enhanced Minimum Wage Provisions

Attachment B –Commonwealth of Pennsylvania Standard Building Specifications

Attachment C –Commonwealth of Pennsylvania Using Agency Building Specifications

44. **Modifications to the Lease.** This Lease shall not be modified, amended or rescinded orally. This Lease supersedes all prior agreements, discussions 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 or Change Order.
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 Lease, 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, which are incorporated herein and made a part hereof, 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, Consent Form or Change Order signed by both parties, consistent with Paragraph 43, "Attachments and Exhibits Part of Lease" and Paragraph 44, "Modifications to the Lease".

53. **Force Majeure.** Neither party shall be liable to the other for any delayed performance under the Lease arising out of or resulting from delay due in whole or in part to flood, storms or other act of God, strike, lock out, labor action, riot, act of war, civil commotion, government regulation or order, utility failures or other cause beyond the reasonable control of the party.
54. **Surrender of Premises.** At the expiration or earlier termination of this Lease, Lessee shall return the Premises to Lessor in satisfactory condition, ordinary wear and tear and damage by fire or other casualty alone excepted. Lessee shall remove all property belonging to Lessee, leave property free of debris and broom-swept, and deliver all keys to Lessor. Representatives of Lessee and Lessor shall together examine the Premises. Lessor shall remove all exterior building signage within thirty (30) days of the termination of the lease.

EXHIBIT 1

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

ACCEPTANCE OF LEASED PREMISES AND/OR RENOVATIONS INSPECTION REPORT

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

excepting the above items numbered _____
Further, _____ (USING AGENCY) agrees that _____ (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 _____ (LESSOR)

Copy to Treasury _____

Copy to Comptroller _____

EXHIBIT 2

Leasehold Improvement Consent Form

LESSOR CONSENT FORM

LEASE #: _____ (“Lease”)

FRE CONTRACT #: _____

LESSOR: _____

USING AGENCY: _____

PROPERTY ADDRESS: _____

Lessor hereby consents and otherwise authorizes Lessee 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 Improvements is estimated at \$_____ and shall be borne in full by Lessee³.

Lessor understands and agrees that any items installed by Lessee shall remain the property of the Lessee and may be removed by the Lessee provided that the Premises are restored to their original condition, 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

Print Name:
Title:

Print Name:
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

Leasehold Improvement Change Order

EXHIBIT "3"



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

LEASEHOLD IMPROVEMENT CHANGE ORDER # **FOR LEASE #**

THIS LEASEHOLD IMPROVEMENT CHANGE ORDER is between the Commonwealth of Pennsylvania, acting through the Department of General Services, agent for the _____, (LESSEE) and _____ (LESSOR).

LESSOR, at the request of, and for the benefit of the _____, will provide Leasehold Improvements⁴ to the Premises⁵ in accordance with the plans and specifications illustrated in Exhibit -A and pursuant to Exhibit _____ -O, Acceptance of Renovations Inspection Report.

If applicable, LESSOR and LESSOR's contractors shall, in performing the work specified, pay at least the wage rates required by law as determined by the Secretary of the Pennsylvania Department of Labor and Industry in accordance with Paragraph _____, Prevailing Wage, of the LEASE.

LESSOR agrees to furnish all labor and materials in order to complete the leasehold improvements included within the scope of this LEASEHOLD IMPROVEMENT CHANGE ORDER for the net cost amount of \$ _____ in accordance with Exhibit _____ -A of this LEASEHOLD IMPROVEMENT CHANGE ORDER.

Work listed and described in Exhibit _____ -A shall be completed by a licensed contractor with proof of insurance in a professional like manner within sixty (60) days of execution of this LEASEHOLD IMPROVEMENT CHANGE ORDER. Work will be completed with minimum disruption to the workplace at times agreed upon by LESSEE. Upon completion and acceptance by LESSEE pursuant to Exhibit _____ -O, LESSEE agrees to pay LESSOR the total cost of this LEASEHOLD IMPROVEMENT CHANGE ORDER, which is \$ _____.

⁴ Additions, alterations or improvements made to the Premises, which occur after the Commencement Date of the Lease.

⁵ The property, as defined and clarified in the Lease Agreement, that is owned by the Lessor and is leased to the Lessee.

IN WITNESS WHEREOF, the parties hereto have duly executed this LEASEHOLD IMPROVEMENT CHANGE ORDER as of _____, 20 ____.

LESSOR:

Date: _____

LESSEE:

Commonwealth of Pennsylvania,
acting through the Department of General Services

Date: _____

Elizabeth N. Woods, Director
Bureau of Real Estate

Distribution: Agency Comptroller and/or Treasury Department

*For Leasehold Improvements that are estimated at \$50,000.00 or less, this Leasehold Improvement Change Order shall be signed by the Director of the Bureau of Real Estate.

**Leasehold Improvements that are estimated at \$50,000.01 and over must be accomplished through execution of a formal Lease Amendment.

EXHIBIT 4

Asbestos Certification

Exhibit "4"
ASBESTOS CERTIFICATE

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:
 - i. Roofing materials
 - ii. Undamaged fire doors
 - iii. 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. Workers must be supervised by a PAL&I-certified abatement supervisor with a minimum of one (1) year experience in asbestos abatement.
- d. 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.
- e. 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.
- f. 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.
- g. 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.
- h. 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 5

Enhanced Minimum Wage Provisions

EXHIBIT 5

ENHANCED MINIMUM WAGE PROVISIONS [Executive Agency Contracts for Services and Construction] [Leases of Property to Executive Agencies]

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$10.15 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning January 1, 2017, and annually thereafter, Contractor/Lessor shall pay its employees described in Paragraph 1. above an amount that is no less than the amount previously in effect; increased from such amount by the annual percentage increase in the Consumer Price Index for Urban Wage Earners and Clerical Workers (United States city average, all items, not seasonally adjusted), or its successor publication as determined by the United States Bureau of Labor Statistics; and rounded to the nearest multiple of \$0.05. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment, or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

APPENDIX D

**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 as long as the requirement of the Using Agency are met. Specific details and a test fit of the space should be provided in your proposal.

ATTACHMENT B

COMMONWEALTH OF PENNSYLVANIA
STANDARD BUILDING CONSTRUCTION SPECIFICATIONS

Table of Contents

BUILDING AREA (SOLE TENANCY BY THE COMMONWEALTH)	4
FLOOR OR SUITE AREA (MULTI-TENANT BUILDING).....	4
SPECIFICATION CONFLICT	4
BRAND NAMES.....	4
SECTION A. EXTERIOR/SITE WORK.....	4
ROOF CONSTRUCTION, MAINTENANCE & REPAIR	4
CONCRETE WALKS AND CURBS.....	4
ENTRANCES AND APPROACHES	5
SECTION B. INTERIOR DESIGN.....	5
SECTION C. INTERIOR CONSTRUCTION	5
SECTION D. FINISHES.....	5
SECTION E. ENTRANCES AND EXITS	5
SECTION F. HVAC – SPECIFICATIONS & REQUIREMENTS.....	5
GENERAL DESCRIPTION.....	5
TEMPERATURES	5
FALL AND SPRING CHANGEOVER.....	5
RELATIVE HUMIDITY.....	5
ZONING REQUIREMENTS	6
SUPPLY FAN OPERATION.....	6
FILTRATION	6
ECONOMIZER – ENTHALPY CONTROLLED.....	6
EXHAUST/VENTILATION SYSTEMS	6
TOILET ROOM AND JANITOR CLOSET EXHAUST	6
TELECOMMUNICATIONS ROOM EXHAUST	7
REQUIRED DOCUMENTATION.....	7
SECTION G. PLUMBING AND TOILET SPECIFICATIONS.....	7
GENERAL	7
FIXTURES	7
FIXTURES PER FLOOR	8
JANITOR’S CLOSET.....	8
EXHAUST SYSTEMS.....	8
WATER HYDRANTS.....	8

CONSUMABLES 8

SECTION H. ELECTRICAL SPECIFICATIONS 8

 GENERAL 8

 LIGHTING 9

 MINIMUM LIGHTING LEVELS 9

 POWER 9

SECTION I. SPECIAL SYSTEMS 10

 FIRE ALARM 10

SECTION J. MISCELLANEOUS SPECIFICATIONS 10

SECTION K. VOICE/DATA REQUIREMENTS 10

SECTION L. JANITORIAL 10

SECTION M. DIAGRAMS 10

Office space must be located out of/or higher than the 100 year flood plain. Downtown building sites as defined by the Downtown Location Act that are considered to be properly rehabilitated to meet the requirements of these specifications will be given preference in site selection.

This project must be completed within 180 days of the Using Agency approving the project documents (consisting of detailed plans, specifications, drawings and other relevant construction documents). Therefore, the LESSOR shall pay the LESSEE, as liquidated damages, in the amount of 2% of the annual rental of this Lease for each and every day the premises are not ready for occupancy by the Using Agency beyond the 180 day period specified above.

BUILDING AREA (SOLE TENANCY BY THE COMMONWEALTH)

The building area shall be computed by measuring the inside finished surface of all permanent and major walls excluding stairwells or fire towers, utility spaces, elevator and escalator shafts, mechanical and building equipment rooms, public restrooms and any area used by the LESSOR.

FLOOR OR SUITE AREA (MULTI-TENANT BUILDING)

The floor or office suite area shall be computed by measuring the inside finished surface of the office side of corridors and other permanent walls, to the inside wall or partitions that separate the office from adjoining no-leased, usable areas, and to the finished surface of the dominant portion of the permanent outer building walls excluding stairwells, elevator and escalator shafts, mechanical and building equipment rooms, common lobbies, hallways and corridors, and public restrooms that serve the entire building.

SPECIFICATION CONFLICT

In the event of any conflict between the Commonwealth Standard Building Construction Specifications (Attachment B) and the Using Agency Building Specifications (Attachment C), the higher or most stringent requirements shall prevail.

BRAND NAMES

The citation of brand names and model numbers throughout this document is intended only to define the standard of the article being described and is not intended to be proprietary. The DGS, BRE will consider any manufacturer's products so long as they are equal in quality to the brands cited, at its sole discretion.

SECTION A. EXTERIOR/SITE WORK

ROOF CONSTRUCTION, MAINTENANCE & REPAIR

For the life of the lease, a roofing maintenance contract must be maintained with a certified roofing contractor. Service response times must be within 24 hours of notification by LESSEE. Prior to occupancy, at the LESSEE's sole discretion and as a required condition of acceptance of the leased premises, the roof must be inspected by an independent contractor approved by DGS, BRE and at the sole cost of the LESSOR. The final report from the independent contractor must be submitted to DGS, BRE no later than two weeks after inspection. Workmanship and material shall be first class in every respect and sheet metal work erected shall be installed so as to obtain an absolutely watertight job. Suitable provision shall be made for free expansion and contraction without disturbing the metal and causing leaks. The roof must have a first class vapor barrier and insulation which shall be installed in accordance with the current printed recommendations of the manufacturer of the roofing materials. A copy of the recommendation must be submitted to DGS, BRE by the LESSOR advising that the installation shall completely conform to the specifications being forwarded. In the event the roof shall need to be repaired, the LESSOR must engage a certified roofing contractor to evaluate the roof and provide a detailed report to the LESSOR and to DGS, BRE delineating the problems and recommended solution within 30 business days. In the event that there is water damage to the LESSEE's property due to deficiencies with the roof, the LESSOR shall be responsible to clean, repair, and/or replace said property and relocate any affected staff at the sole cost of the LESSOR.

CONCRETE WALKS AND CURBS

Installation and construction of concrete walks and curbs shall conform to the current requirements of the Pennsylvania Department of Transportation (PENNDOT), including the installation of stone fill under the sidewalk. All sidewalks shall be reinforced as architecturally designed. Sidewalks shall be constructed in separate slabs, and these slabs shall be separated by 1/4" thick transverse control joints at 6' intervals. Walks must be kept free from snow, ice and debris.

ENTRANCES AND APPROACHES

Approaches to entrances and exits must be concrete construction and reinforced as architecturally designed. Where ramps are deemed necessary from the entrance or exit to the sidewalk or street level, they must meet current ADA regulations. Handrails must be provided along the ramps.

SECTION B. INTERIOR DESIGN

This section intentionally left blank.

SECTION C. INTERIOR CONSTRUCTION

This section intentionally left blank.

SECTION D. FINISHES

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SECTION E. ENTRANCES AND EXITS

Refer to the Using Agency Building Specifications (Attachment C)

SECTION F. HVAC – SPECIFICATIONS & REQUIREMENTS

GENERAL DESCRIPTION

The HVAC system should provide adequate capacity, airflow distribution, and temperature control. The HVAC shall also provide the proper cooling, heating, exhaust, and ventilation of the various spaces, while meeting the design criteria listed herein after. Construction should comply with all sections of the International Building Code. If any air-handling unit has a supply air of 2000cfm or greater, install duct mounted smoke detector(s) according to the International Mechanical Code (I.M.C.) Section 606. If duct smoke detectors are required, they should be monitored by the building fire alarm system and should shut-down the air-handling unit supply fan. During the occupied period ventilation shall be provided, the outdoor air quantity shall not be less than 15% of the total maximum air supply CFM quantity, nor less than 20 cfm per occupant, whichever is greater. If a variable air volume system is installed, the 20 cfm/occupant of outdoor air shall be maintained at the minimum zone control settings.

TEMPERATURES

Air Conditioning System must provide and maintain an inside automatically controlled temperature of 75°F dry bulb +/-2°F dry bulb in summer. Heating System must provide and maintain an inside automatically controlled temperature of 67°F dry bulb +/-2°F dry bulb in winter. The building shall be set no less than 67°F in winter and no greater than 75°F in summer during the occupied hours of the building as per the Commonwealth Management Directive 720.5. These unoccupied temperature limits can be eliminated if the controls are furnished with optimum start-stop logic. If used, the start-stop logic will start HVAC equipment operations automatically and will adjust to allow the building to reach the occupied temperature set points at the start of the day, regardless of the outdoor temperatures. However, if the optimum start-stop logic cannot compensate and cannot maintain occupied temperature set points at the start of the occupied period, then the occupied temperature limits will be imposed during the unoccupied period.

FALL AND SPRING CHANGEOVER

Adjustments shall be made as necessary to effect optimal temperature in the occupied space. Temperature below 67°F dry bulb or above 75°F dry bulb under any conditions will be considered in violation of lease conditions.

RELATIVE HUMIDITY

Relative Humidity shall be maintained at 40-60% where practical.

ZONING REQUIREMENTS

The HVAC system shall be designed to allow for zone control in the manner specified herein. Independently controlled zones shall exist for each lunchroom, training rooms, conference rooms, and waiting/lobby/reception area. For larger open areas, separate and independently controlled zones should be used for each of the north, south, east, and west zones or perimeter walls. Zone dampers with respective wall mounted zone thermostats can be utilized to provide additional zone temperature control. Private offices should be zoned and controlled independent of open office areas. Because of the heat generated from electronic equipment, the Telecommunication / Server rooms need a dedicated independent cooling system. These systems can be simplistic and can be manufactured with independent self contained temperature controls. Small HVAC systems, such as a mini-split DX cooling or heat pump units can be installed to handle the high equipment cooling loads.

SUPPLY FAN OPERATION

In the cooling mode, continuous fan operation during the occupied cycle is required to meet outdoor ventilation code requirements (Reference the 2006 IMC – Section 403 & Table 403.3. & ASHRAE 62-2007.) Temperature control can be achieved by allowing by-pass air, or controlling total cooling capacity by cycling and staging the compressors, or discharge air temperature reset, or adjusting chilled water temperature. In the heating mode, continuous fan operation is required to maintain ventilation code requirements. Therefore, the heat shall be staged at the central unit as much as practical to minimize unheated air being circulated. If a VAV system is utilized, supply air can be re-heated at each respective zone at the VAV at minimum air-flow conditions. If a more conventional air system is utilized, the room temperature shall be maintained by modulating the zone damper via the zone thermostat.

FILTRATION

All heating, ventilation and air conditioning systems shall be a polyester pre-filter of a minimum 2-inch thickness and 30% efficiency installed in the system. The pre-filter shall be installed in the system in a location that all air handled by the system will pass through the pre-filter prior to distribution into the work areas and public areas. The filters are to be replaced and/or washed at least every three months or more often as dictated by operating conditions or as recommended by the manufacturer. During replacement/cleaning operations, the HVAC system shall be completely shut off to avoid distribution of unwanted particulate through the system. Reference section 605 of the 2006 IMC.

ECONOMIZER – ENTHALPY CONTROLLED

The HVAC unit shall be designed to allow for free cooling utilizing 100% outdoor air when the conditions are appropriate. When required, the building air relief shall be provided by a powered vent in the unit to prevent building over pressurization during the economizer cycle. As a minimum, the outside air damper will modulate to provide a CFM quantity equal to 15% (20 cfm/occupant) of the supply air CFM during the occupied period. Humidity control shall be maintained

EXHAUST/VENTILATION SYSTEMS

Exhaust systems shall be provided for the ventilation of conference rooms, multi-purpose rooms, clinic rooms, staff rooms, lunch rooms, toilet rooms and janitor closets and telecommunication room. Exhaust fans for these areas shall be sized to match or exceed the outside air ventilation rate. (Reference the 2006 IMC – Section 403 & Table 403.3. & ASHRAE 62-2007) All exhaust fans shall be of commercial grade and shall discharge outdoors either through roof mounted fans or wall vents. At no time will exhaust fans discharge to the ceiling plenum nor within 10 feet of any air intakes or operable windows. Exhaust fans shall operate continuously during office hours except for the conference room and multi-purpose room. The Telecommunication Room shall be equipped with an exhaust system being controlled by an electronic thermostat with an “ON” set point of 80°F. The fans shall be selected for the design airflow or not less than 0.25 inches static pressure, whichever is greater. At no time shall the sound level of the exhaust system exceed NC 30 when measured from within the room. If ceiling exhausters are used, they shall be selected to operate below four zones at the design conditions. The proper operation of all exhaust fans shall be verified quarterly.

TOILET ROOM AND JANITOR CLOSET EXHAUST

The toilet rooms and janitorial closet shall be provided with an exhaust rate equal to 5 air changes per hour or as dictated by local codes, whichever is greater. A common exhaust system for the men’ and women’s toilet rooms shall be provided with a minimum of 4 elbows between exhaust grills to minimize noise carryover. The exhaust grills shall be of the egg crate variety with minimum 3/8 inch spacing to minimize clogging of the air stream.

TELECOMMUNICATIONS ROOM EXHAUST

The HVAC environmental comfort shall be maintained the same as the general office area (see Section E, Temperatures). A wall mounted digital display thermometer shall be installed.

REQUIRED DOCUMENTATION

LESSOR shall provide to the LESSEE the following documentation of the HVAC design:

- Mechanical Engineering Drawing Requirements
 - Numbered drawings.
 - Scaled drawings (1/8" = 1'-0" minimum) showing the layout of all HVAC equipment to be installed.
 - Building location related to North (North Arrow).
 - Room names describing the use of the space.
 - Mechanical symbols list.
 - Abbreviations list.
 - Complete title block information.
 - Scaled ductwork layout with CFM, size, and zone outline information.
 - HVAC equipment schedules showing at least equipment name, CFM (outside, return, and supply), cooling/heating capacities.
 - A roof plan (if needed), showing equipment name and location.
 - Indicate space thermostat locations, relative to zones being controlled.
 - Mechanical drawings with installation details.
 - Written sequence of operations for all HVAC systems.

- HVAC Design Requirements
 - If flexible ductwork is used, show size and length (not to exceed 8 feet).
 - If applicable, provide supplemental heat for entranceways, foyers, stair towers, lobbies, and perimeter heat for ground floor window locations.
 - If applicable, show duct smoke detector locations on air handling equipment.
 - Provide additional ventilation for the telecommunication rooms by way of a direct acting space thermostat and exhaust fan.
 - Include cut sheet information on all equipment used as a basis of design.
 - Include outdoor air calculations/method (ASHRAE 62) for all areas.
 - Include heating & cooling load calculations.
 - Provide an Air Balance Report – TABB Certified

SECTION G. PLUMBING AND TOILET SPECIFICATIONS

GENERAL

All plumbing lines, valves, and equipment shall be high grade institutional quality capable of providing trouble free service for the number of employees specified in the SFP. The building shall comply with all local and state plumbing regulations including those which apply to handicapped access. The plumbing installation must be completely approved cold and hot water piping system with valve connections and a complete sanitary drainage system to all rest rooms, janitor's closet, employees' room, equipment or utility room and to all water consuming equipment.

FIXTURES

Choice of plumbing fixtures and hardware shall be limited to the following manufacturers and shall be water saver type; American Standard; Elger, Kohler. Lavatories shall be enameled cast iron minimum dimension 10" x 17". Hair interceptors shall be installed on all lavatories, inserted at the outlet. Water closets shall be vitreous china, wall hung or floor mount type and flush valve. Toilet accessories shall be stainless steel, recessed, as manufactured by Bobrick Washroom Equipment Inc., or equal. Restrooms shall be provided within the leased space for staff and sized in accordance with the Restroom Fixture Schedule within. The toilet fixture schedule specified below shall be determined by the architect by calculating the approximate percentage breakdown of men and women for each floor occupied by the agency, for each gender.

Lessor to install economically efficient dispensers for

FIXTURES PER FLOOR

Number of Men/Women	Water Closets	Lavatories
1-15	1	1
16-35	2	2
35-55	3	3
56-60	4	3
61-80	4	4
81-90	5	4
91-110	5	5
111-125	6	6
126-150	6	**
Over 150	***	

*In Men's facilities, urinals may be substituted for 1/3 of the water closet specified. One urinal equals 1/3 water closet. If urinals are installed, courtesy panel(s) must be installed between urinals and the urinal and lavatory.

**Add one lavatory for each 40 additional employees over 125.

***Add one water closet for each 40 additional employees over 150.

JANITOR'S CLOSET

Janitor's closet must be equipped with deep slop basin. Open adjustable shelving must be installed adjacent to the slop sink. One section of wall will have a peg board installed. LESSOR to provide a variety box of peg board hardware. A minimum of one duplex electrical outlet is required.

EXHAUST SYSTEMS

Commercial grade exhaust fans, exhausted to the exterior, must be installed in all toilet rooms and janitor's closets.

WATER HYDRANTS

Anti-freeze type exterior water hydrants (key-type) must be installed with cold water piping-to exterior locations where they are readily accessible for use at all outside areas of the building.

CONSUMABLES

Economically efficient restroom fixtures for consumables to be provided and installed are: roll toilet tissue dispensers - one for each toilet; paper towel dispensers for C fold or multi-fold towels; toilet seat covers with dispenser; soap dispensers -self-contained type, one at each lavatory fixture; sanitary napkin waste receptacle - one for each ladies toilet; sanitary napkins and dispenser – one in each ladies toilet room.

All restroom consumables such as toilet tissue, paper towels, liquid hand soap, liners for sanitary napkin receptacles, sanitary napkins, liners for waste receptacles will be provided and replenished by the LESSOR.

SECTION H. ELECTRICAL SPECIFICATIONS

GENERAL

Provide electric service and metering facilities, panels, feeder wiring lighting, controls, receptacles, computer terminal cables, telephone cables and instrument outlets, wiring, conduit and raceways, and connections to mechanical equipment, security system, door signal system, fire alarm system, and emergency lighting system. Electrical service shall be received from the local utility at or be connected to 120/208-volt, 3Ø, 4-wire, 60-hertz. Metering facilities shall conform to local utility requirements. Electrical service may also be 277/480-volt, 3-phase, 60-hertz where the building would also have a step-down transformer to reduce the voltage from 277/480-volt to 120/208-volt where applicable building loads. Distribution and lighting panel boards shall be bolted circuit-breaker type panels with 3Ø main circuit breakers sized to withstand available short circuit currents. The panel boards shall have an adequate number of spare circuit slots to allow for future expansion. Feeder wiring to panels shall be type THHN insulated copper conductors run in electrical metallic

tubing (EMT) or rigid steel conduit. Set screw-type fittings for EMT conduit are not to be used. Compression type fittings shall be utilized for EMT conduit. All electrical panels shall be grounded to a system grounding electrode. When adding any electrical equipment it must be grounded by means of equipment bonding jumper. Branch-circuits must also be connected to a grounding electrode. Wiring methods must comply with local codes and the National Electric Code (NFPA 70). All wiring shall be run concealed above ceilings, in walls and partitions and/or within modular furniture. Circuits shall be provided with a maximum of 1800 watts total on lighting circuits and eight duplex outlets maximum on receptacle circuits. All circuits to be 20-amp, No. 12-wire minimum. All branch circuit wiring to be copper conductors. Provide a suitable emergency lighting system which is in full compliance with all local and state codes and regulations. Emergency lighting will be required for space on each floor that exceeds 1,000 square feet.

LIGHTING

Lighting shall be provided for each space with individual space lighting controls. Circuit breakers are not to be used to control lighting units. Generally, a 2 foot x 4 foot lift out acoustical tile grid ceiling will be provided. Fluorescent "lay-in" fixtures shall be used using 2 foot x 4 foot, 1 foot x 4 foot and 2 foot x 2 foot shapes with acrylic plastic lenses. Use energy efficient watt-saver warm white 35-watt (change this to 32 or 28-watt) T-8 fluorescent lamps and electrical (use electronic in lieu of electrical) ballasts for all 48 inch lamps. The wattages can be reduced down to either 25- or 28-watt, energy-efficient T-8 lamps. Lighting levels shall be 70 foot candles (FC) maintained (using .7 maintenance factor) in all spaces except 25 FC in Toilets and Corridors, 30 FC in mechanical rooms and 35 FC in lunchroom. In general, the lighting schemes should avoid high contrast, scalloped patterns, or other visually distracting results. Lighting control technologies shall be installed to effectively combine the use of daylight and fluorescent lighting with daylight sensors and dimmable fluorescent ballasts in open office areas and lobbies. Occupancy sensors shall be installed to reduce energy consumption by switching off fixtures in unoccupied areas. Coordinate all spaces for occupancy sensor control with the LESSEE. Lighting controls shall be specification grade 20-amp, 120/277-volt quiet toggle switches with finish switch plates. Switches shall be provided, one per space minimum. In some areas such as small offices, bathrooms, conference rooms, etc., the use of occupancy sensor may be required in accordance with the PA Department of Labor & Industry standards per the Uniform Construction Code. The occupancy sensors may be ceiling-mounted or wall-mounted, depending on the size and application of the room. For occupancy sensors in bathrooms, it is recommended to use a dual technology sensor that utilizes passive infrared for motion and microphone detection for sound. Emergency lighting shall be provided in restrooms, common corridors and stairwells. Provide exterior lighting for walkways and signs as appropriate to the site. Exterior lighting shall be high intensity discharge (HID) illumination only such as High Pressure Sodium (HPS) and/or Metal Halide (MH) lighting fixtures. Lighting shall be controlled by time switches and photo cells. LESSOR shall provide, install and replace all light bulbs, lamps, ballasts and starters required throughout the term and all available option periods during the lease in all Commonwealth occupied space. All replacement lamps shall meet the above specification. Except where otherwise provided in this specification, lighting shall be designed in accordance with the American Standard Practice of the Illuminating Engineering Society of North America, ANSI/IESNA #RP-1-1995 or later revision.

MINIMUM LIGHTING LEVELS

Work Areas.....	Ambient 50 ft-candles (to be controlled by occupancy sensor)
Telecommunications	50 ft-candles (to be controlled by occupancy sensor)
Room(s)/Closet(s)	50 ft-candles (to be controlled by occupancy sensor)
Special Purpose Area(s)	75 ft-candles (to be controlled by occupancy sensor)
Hallway/Corridors	25 ft-candles
Conference/Meeting Rooms	30 – 70 ft-candles (using occupancy sensors and dimmable Fluorescent ballasts or split switching)
Mail Room and Restrooms.....	30 ft-candles (to be controlled by occupancy sensor)
Parking Lot Areas	1 ft-candle (parking lot/exterior lights shall be controlled by a programmable timer with an integrated photo cell controlled device)
Exit Lighting.....	LED-type fixture consuming no more than 2 watts per fixture

POWER

Receptacles in walls and partitions shall be specification grade 20-amp, 125-volt, grounded duplex receptacles. Receptacles shall be provided in each room or space and in accordance with floor plan. Receptacles on dedicated circuits for computers will be color coded for easy identification purposes. Wiring to modular furniture is described elsewhere in this specification. Receptacles for vending machines in the lunchroom shall be provided as required, but in no case, no less than four receptacles shall be provided. Provide all wiring and disconnect switches, and make all

connections to mechanical equipment for heating ventilating, air conditioning, fire alarm, plumbing, sprinkler systems and other related systems and equipment using wiring methods described above.

SECTION I. SPECIAL SYSTEMS

FIRE ALARM

The alarm system must contain all necessary alarm initiating devices such as early warning smoke detectors, heat detectors, and a manual pull station at every entrance/exit per floor. In addition, the alarm system shall contain all necessary audible (horns) and visual (strokes) notification appliances. The alarm system must annunciate at a central remote station upon activation. Provide, install, and maintain a dedicated (primary and secondary) voice analog/digital telephone line.

SECTION J. MISCELLANEOUS SPECIFICATIONS

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SECTION K. VOICE/DATA REQUIREMENTS

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SECTION L. JANITORIAL

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SECTION M. DIAGRAMS

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ATTACHMENT C

COMMONWEALTH OF PENNSYLVANIA
USING AGENCY BUILDING SPECIFICATIONS

Department of Health
State Health Center (2 Nurse)
Luzerne County

Table of Contents

SECTION A. EXTERIOR /SITE WORK.....	4
MAIL SLOT	4
PARKING AREA (If provided)	4
SECTION B. INTERIOR DESIGN.....	4
OFFICE LAYOUT DESIGN.....	4
RECEPTION AREA	4
CLIENT WAITING AREA	5
HEALTH CARE/CLINIC ROOM	5
VACCINATION AREA	5
WORKSTATION AREA	6
MODULAR FURNITURE.....	6
STOCK/FILE AREA	6
LUNCH ROOM	7
COAT RACK(S).....	7
BULLETIN BOARDS	7
PRIVATE OFFICES.....	Error! Bookmark not defined.
MANAGER(S)	Error! Bookmark not defined.
PASSENGER ELEVATORS (if applicable).....	7
SECTION C. INTERIOR CONSTRUCTION	8
SECTION D. FINISHES.....	8
SECTION E. ENTRANCES AND EXITS	8
VESTIBULE	8
CANOPY (if needed)	8
SECTION F. HVAC – SPECIFICATIONS & REQUIREMENTS.....	8
SECTION G. PLUMBING AND TOILET SPECIFICATIONS.....	8
PUBLIC/STAFF UNISEX RESTROOMS	8
SECTION H. ELECTRICAL SPECIFICATIONS	9
SECTION I. SPECIAL SYSTEMS.....	9
SECURITY PUSH BUTTON LOCKS	9
SECTION J. MISCELLANEOUS SPECIFICATIONS.....	9
FLOOR DIRECTORY (MULTI-TENANT BUILDINGS)	9

BUILDING IDENTIFICATION	9
PEST CONTROL	9
DESCRIPTION OF SERVICES	9
PESTS INCLUDED FOR PREVENTION AND/OR ELIMINATION	9
PESTICIDE APPLICATION.....	9
MANNER AND TIME TO CONDUCT SERVICES	10
STATE AGENCY RESPONSIBILITES.....	10
RECORD KEEPING	10
SPECIAL REQUESTS AND EMERGENCY SERVICE(S).....	10
SERVICE MAINTENANCE CONTRACTS	10
SECTION K. VOICE/DATA REQUIREMENTS.....	11
TELECOMMUNICATIONS EQUIPMENT ROOM AND INTERCOM PAGING SYSTEMS.....	11
GENERAL REQUIREMENTS	11
TELECOMMUNICATIONS EQUIPMENT ROOM	12
TELECOMMUNICATIONS EQUIPMENT ROOM SIZE.....	12
CODING, RECORDS, AND TRAINING.....	15
TESTING.....	16
PATCH PANEL REQUIREMENTS	16
VOICE AND DATA CABLE T56B SPECIFICATIONS	16
VOICE AND DATA JACKS.....	16
VOICE AND DATA REQUIREMENTS SUMMARY.....	16
CABLE RECORD.....	17
CABLE CERTIFICATION TESTING	17
SECTION L. JANITORIAL.....	18
SECTION M. DIAGRAMS	23

SECTION A. EXTERIOR /SITE WORK

MAIL SLOT

An after-hours mail slot will be installed on an exterior door or wall near the front entrance and is the responsibility of the LESSOR. This mail slot will be for non-business hours. This area must be secure and contain a box inside the space to gather the documents dropped off.

PARKING AREA (If provided)

Paved parking preference is to be adjacent to the building, the accessible parking space(s) must be configured and appropriately marked in accordance with the Americans with Disabilities Act (ADA) standards. In addition, the space(s) must be appropriately identified in accordance with parking regulations contained in Section 3354(d) (3) (i) of the PA Vehicle Code. Reference R7-8 and R7-8B, Internet, PennDOT, Publications, Publication 35, Bulletin 15, (approved construction materials) Section 1103.04. Materials and workmanship shall conform to the latest applicable requirements of PennDOT Specifications. The paved parking area must be striped and numbered to provide the number of stalls specified. Cars must have free ingress and egress to parking stalls. Entrance and exit signs must be installed. Double-parking and blocked-in parking spaces may not be counted toward meeting minimum requirements. Furnish and install in locations as required, pre-cast concrete bumper guards. Metal stanchions with chain and lock should be provided at entrances and exits. Exit and entrance signs will be provided and appropriately located. Signage must be erected if requested and approved by DGS. LESSEE will provide the specifics. Provide exterior lighting for parking as appropriate to the site. Exterior lighting shall be high intensity discharge source illumination only. Lighting shall be controlled by time switches and photo cells. The LESSOR is responsible for furnishing and replacing all light tubes in parking area(s). LESSOR is responsible for painting initial lines and repainting as requested by the LESSEE. If parking is provided, it must meet the ADA required minimum number of accessible spaces (see chart below).

Total Parking in Lot	Required Minimum Number of Accessible Spaces
1 to 25	1
26 to 50	2
51 to 75	3
76 to 100	4
101 to 150	5
151 to 200	6
201 to 300	7
301 to 400	8
401 to 500	9
501 to 1000	2 percent of total
1001 and over	20 plus 1 for each 100 over 1000

SECTION B. INTERIOR DESIGN

OFFICE LAYOUT DESIGN

These specifications are developed to identify the requirements of various areas of the office. Where necessary, detail drawings are included.

RECEPTION AREA

The reception area is the control center of the office where clients make the initial contact with staff for services. A detail of this area is below. The basic design will be the same for all offices but may increase in size by the number of staff assigned to this area.

The dimension drawing of the reception area shows several file cabinets under both the front counter and the return surfaces on each side. These cabinets will be supplied by the LESSEE. Lessor must provide a 28" clearance under all surfaces for the installation of this equipment.

This area must be wired to meet all voice/data & electrical requirements and is the responsibility of the LESSOR. The following specific requirements must be met.

- Front Counter Area
 - Two duplex electrical outlets on a common circuit.
 - Two duplex communication jack plates, each wired for voice and data.
 - Two duplex electrical outlets on a dedicated circuit for computer related use.
- Each Return Surface
 - One duplex outlet on a dedicated circuit for computer related use
 - One duplex communication jack plate wired for data

Reception Window/ Sliding Window at the reception desk ☒

Number to be provided: **1**. The Reception Window is where clients will first interact with staff upon arrival. The Reception Window will be located on the wall adjoining the Client Waiting Area and the Reception Area. This area must be wired to meet all voice, data and electrical requirements and is the responsibility of the LESSOR. The Reception Window shall include a countertop located on the side of the Client Waiting Area to be used by Clients to fill out forms. Counter top shall be twelve (12) inches deep, and run the length of the Reception Window. Counter top height and specifications to comply with ADA specifications and is the responsibility of the LESSOR.

CLIENT WAITING AREA ☒

An open area inside the main office entrance where clients are seating waiting for service. This area shall consist of approximately **175** square feet. Client Waiting Area to include a door that connects with the Office Area. Door to include an electronic locking device and is the responsibility of the LESSOR.

HEALTH CARE/CLINIC ROOM ☒

Number of rooms required: **2**. These rooms shall consist of approximately **150** square feet each and must be provided with floor-to-ceiling walls and a door. The rooms must have an exhaust fan provided and installed. An epoxy resin countertop, approximately six (6) feet long by three (3) feet deep and base cabinet with drawers shall be provided with a single stainless steel sink with hot and cold running water and appropriate waste line. The faucet assembly shall be of the gooseneck variety with an integral vacuum breaker and a ribbed nipple tip. Plumbing shall be provided for hook up of a refrigerator/ice maker. A quadraplex 120V, 20A, 60Hz, single base receptacle shall be provided near the countertop.

VACCINATION AREA ☒

A vaccine area must be provided separate from the Clinic Room. This room shall consist of approximately **150** square feet and must be provided with floor-to-ceiling walls and a door. The room must have an exhaust fan provided and installed. An epoxy resin counter top, approximately six (6) feet long by three (3) feet deep and base cabinet with drawers shall be provided with a single stainless steel sink with hot and cold running water and appropriate waste line. The faucet assembly shall be of the gooseneck variety with an integral vacuum breaker and a ribbed nipple tip. Plumbing shall be provided adjacent to the counter/sink for the hook-up of a refrigerator used to store vaccines. A quadraplex 120V, 20A, 60HZ, single phase receptacle shall be provided near the counter top.

WORKSTATION AREA ☒

This area shall consist of approximately **240** square feet to accommodate **4** workstations.

MODULAR FURNITURE ☒

Each configuration of the modular units will be pre-wired by the furniture manufacturer to provide electrical service to each unit. Each modular unit must be wired to meet all voice/data & electrical requirements and is the responsibility of the LESSOR. Using Agency will supply either a pre-wired power pole or a base power in-feed, both of which have an extension of 60" in order to hardwire the electrical system to the building's electrical supply. It is the responsibility of the LESSOR to review the modular furniture configurations and determine the number of circuits required to meet national and local electrical codes. The LESSOR is also responsible for determining the entry points for bringing the voice/data wiring into the modular units as well as the hardwire locations with furniture supplier. If it is coming from a wall, column or floor; a base power in-feed will be utilized. Using Agency prefers this whenever possible. If the modular furniture is in an open area and not against columns or walls, then power poles will be utilized and the LESSOR will hardwire the connections in the ceiling. In wiring the system into the building's electrical supply, the isolated ground receptacle circuits shall have a dedicated insulated ground wire that is separate from the "normal" ground. The modular furniture will require a minimum of four (4), duplex rectangle receptacles. The modular furniture systems are equipped with raceways that allow for installation of the necessary wiring to individual units. These raceways should be used by the LESSOR for this purpose. A flush mounted faceplate should be used which will recess the voice/data jacks for a cleaner appearance. The location and size of the cut-out should be reviewed with the furniture supplier. The position of jacks is in the raceway. Using Agency will provide separate communication poles for voice and data wiring where required. A construction schedule must be provided to the furniture vendor allowing eight weeks for production time, once color selections are determined. Color selection for the furniture is coordinated with the colors selected for wall and floor coverings. It is the responsibility of the LESSOR to provide elevator use for delivery of the modular systems furniture, if not to be located on ground floors. Where modular furniture is being utilized in private offices, it is the responsibility of the LESSOR to locate the duplex receptacles and voice/data jacks so they are not obstructed by the furniture and must be coordinated with the furniture vendor. When a new lease of space is for the same site as the current lease, it is the LESSOR'S responsibility to disconnect power and communication wiring to modular furniture that is scheduled to be removed/replaced. One additional data communication jack will be installed at the end of each modular unit configuration where printer locations are identified on final floor plans. Modular furniture to be provided by LESSEE. The typical size of the modular furniture to be installed is as follows:

<input type="checkbox"/> SUPERVISOR	8'x12'	Quantity: _____
<input checked="" type="checkbox"/> ANALYST/ADMIN/SECRETARY	8'x8'	Quantity: 3
<input checked="" type="checkbox"/> CLERICAL/FIELD/CONTRACTOR	6'x8'	Quantity: 1

STOCK/FILE AREA ☒

This is a supply/file storage area for the LESSEE. This area shall consist of approximately **100** square feet. This area must be secure from the public access areas and must meet data security and confidentiality standards for access to PENEDSS and confidential file storage for HIV and STD programs. This room must be wired to meet all voice/data & electrical requirements and is the responsibility of the LESSOR.

STOCK ROOM SHELVING (built in) ☒

Shelving shall be commercial grade adjustable steel. Shelves should be adjustable in height at 1 ½ intervals. Shelving should be accessible from all four sides to maximum accessibility. All units should be 84" high with depths available at 12", 18" and 24" in order to facilitate maximum usage of the room size. LESSEE will specify depth requirements based on stock room configuration. Shelving unit should have a base shelf to assure supplies will not be on the floor. Shelves should also have a top shelf with four adjustable shelves in between giving a total of six surfaces to utilize on each unit. Shelving widths should be no less than 36" wide and no more than 60" wide.

Shelves minimum weight capacity should be no less than 250 lbs per shelf. Shelving units should be ganged together when set up side by side or back to back. Perimeter shelving units are to be anchored to the wall.

LUNCH ROOM/MEDICATION AREA/WORK SPACE

This room shall consist of approximately **250** square feet. Install base cabinets with upper wall-hung cabinets; double deep bowl sink with faucet, and counter top to provide area for a microwave oven(s). Provide and install liquid soap dispenser, paper towel dispenser, paper cup dispenser and waste receptacle. Provide 1 microwave oven(s) that are UL/NSF approved, 120 volts, 1000 watts or higher energy star rated and should have a dedicated circuit. (See Commonwealth Standard Specifications for all exhaust systems described in the HVAC requirements), Provide **1** full size refrigerator (energy star rated) with icemaker installed, Two Ground Fault Circuit Interrupter (GFCI) duplex receptacles, 125-volt rated, 20-amp, 2-pole, 3-wire grounding for above counter. LESSOR will maintain both appliances and replace them as required during the initial term and any renewal option periods of the lease.

Four conventional duplex outlets should be provided in the area identified as "MEDICINE STORAGE" to support 3 medication refrigerators (78x22x24), (84x32x30), and (72x33x55) a medication freezer (72x33x55) provided by Lessee. Lessor to evaluate whether multiple refrigerators can be on same circuits and shall provide additional circuits as required. Install a Formica counter top (approx. (2'x2') attached to wall for work space next to refrigerators area.

CONSUMABLES (lunchrooms/kitchenettes)

All lunchroom consumables such as paper towels, liquid hand soap, paper cups, etc will be provided and replenished by the LESSOR at their expense.

COAT RACK(S) ☒

Number to be provided: **1**. These area(s) shall be 18" deep by the width shown on the drawing. A rod shall extend across the entire width as shown on the drawing and be mounted 60" from the floor. This rod must be of sufficient strength to support the coats hung upon it without bending or sagging. A 12" deep (by the width shown on the drawing) shelf shall be mounted 6" above this rod and flush with the rear wall. Locations to be determined by the Using Agency.

BULLETIN BOARDS ☒

Install **1** 4' x 8' cork bulletin board(s). Boards must have frames to match interior decor. Locations to be designated by LESSEE.

PASSENGER ELEVATORS (if applicable)

For the life of the lease, an elevator maintenance contract must be maintained with a certified elevator contractor. Service response times must be within 24 hours or as outlined in the elevator maintenance contract. All required period testing and/or calibrations, including safety tests, for each hydraulic elevator and electric/cable-type elevator shall be included in the elevator service contract. If elevators exist or are required by code, they are to be modernized to provide automatic operations and to bring equipment into compliance with the Americans with Disabilities Act. The number of elevators identified as available to LESSEE at the time of lease signing must remain available to LESSEE for the life of the lease. At least one elevator must be capable of serving as a freight elevator.

Licenses and permits shall be provided and the required inspections and tests shall be performed. Elevators shall comply with applicable building and elevator codes, The elevators are to be modernized with the following standards as approved by the LESSEE:

- A minimum standard speed of 100 FPM.
- The LESSOR shall provide 24 hours, 7 days per week emergency callback service, with a 3-hour response time on notifications made prior to 2:00 pm local time. Service requests placed after 2:00 pm local time may be responded to on the morning of the following work day.

- Emergency two-way communication system between the elevator and a point outside the hoist way.

The modernization may include complete operational and control systems, software upgrades, new door operators, car operating stations, hall button fixtures, new cab and hoistway doors, complete cab modernization and related repairs. New elevator operations and features may include all aspects of ADA, Firefighter Operation – Phase I and II, independent service, lighted hall and car buttons, traveling lanterns, assign gong, door protective and reopening devices, and raised and Braille characters on elevator car operating stations, hall buttons fixtures, and hoistway entrances. The elevator shall also be tied into the building fire alarm system with elevator recall functions. There must be elevator access to all levels of the building occupied by LESSEE for the life of the lease.

SECTION C. INTERIOR CONSTRUCTION

Refer to the Commonwealth Standard Building Construction Specifications (Attachment B)

SECTION D. FINISHES

Refer to the Commonwealth Standard Building Construction Specifications (Attachment B)

SECTION E. ENTRANCES AND EXITS

VESTIBULE ☒

This area shall consist of approximately **50** square feet. Entry vestibule must contain wall-mounted brochure racks to house client informational material if requested by the LESSEE and is the responsibility of the LESSOR.

CANOPY (if needed)

Exterior exit foyers will be required when it will enhance interior floor plan. Large canopy or foyer of permanent type construction must be installed at each entrance and exit, in accordance with the general decor of the building. LESSOR will pay the expenses for the maintenance and installation of the Canopy.

SECTION F. HVAC – SPECIFICATIONS & REQUIREMENTS

Refer to the Commonwealth Standard Building Construction Specifications

SECTION G. PLUMBING AND TOILET SPECIFICATIONS

PUBLIC/STAFF UNISEX RESTROOMS ☒

A public unisex restroom must be accessible to clients. An additional separate unisex restroom accessible for staff and located outside of the public accessible space. A single water closet and lavatory is adequate. These rooms must be constructed in compliance with state and local sanitation requirements. Ceramic tile floor or LESSEE-approved substitute and ceramic tile or LESSEE-approved substitute on walls (to ceiling) must be installed in this room. Any substitutions must be approved by the LESSEE, prior to construction. Other fixtures that must be provided and installed are: all fittings, hardware and fastenings; roll toilet tissue dispensers; paper towel dispenser, C fold or multi-fold; soap dispenser, self-contained type; waste receptacle; stainless steel edged mirror over the lavatory fixture; stainless steel shelf above the lavatory fixture. Exhaust fan must be provided and installed. Entrance doors will be lockable.

SECTION H. ELECTRICAL SPECIFICATIONS

Refer to the Commonwealth Standard Building Construction Specifications (Attachment B)

SECTION I. SPECIAL SYSTEMS

SECURITY PUSH BUTTON LOCKS

Manufacturers, for the purpose of establishing a standard of quality for both the product and installation, the below listed model is to be installed. Installation of equivalent models, provided by other manufacturers, requires prior approval of the Using Agency.

Model: ILCO Unican 1000 Series, lever type

SECTION J. MISCELLANEOUS SPECIFICATIONS

FLOOR DIRECTORY (MULTI-TENANT BUILDINGS)

Provisions must be made for the Commonwealth Agencies program functions to be included in the floor directory when located in a building with multiple floors. All signage related to Commonwealth Agency tenants located in the building must be approved by the DGS BRE.

BUILDING IDENTIFICATION

The building shall be designated by a well-marked suitable outside sign containing the Street Number, Commonwealth of Pennsylvania, Agency Name, and in the center of the sign shall be the State Seal, size shall be of a size commensurate with the overall design and size of the sign. Any charges and locally-associated fees for building signage will be paid by the LESSOR.

PEST CONTROL

DESCRIPTION OF SERVICES

Pest Control services will include labor, materials, services, skills, supervision, and necessary tools and equipment to insure that facilities will be free of pests and/or termites. Integrated Pest Management (IPM) methods should be used to the extent possible to remove and exterminate rodents, insects, and other pests.

PESTS INCLUDED FOR PREVENTION AND/OR ELIMINATION

General Pests: Including but not limited to, cockroaches, ants, spiders, silverfish, centipedes, millipedes, earwigs, flies, fleas, bed bugs, stored products pests, occasional invaders and other similar insects, as well as bees, wasps, hornets and yellow jackets in areas up to 12 feet high. 2) Rodents: Including but not limited to, mice, rats and perimeter treatments of herbaceous growth around various area(s) or building(s) to be serviced, which could harbor rodents. 3) Termites and other wood destroying organisms.

PESTICIDE APPLICATION

Pest Control providers should possess and maintain a valid Pesticide Application Business License Certificate and the Commercial Pesticide Applicator Certificates for every Contractor Employee who will be performing on-site services issued by the Pennsylvania Department of Agriculture (PDA). These licenses and certifications must be maintained throughout the life of the lease. No pesticide product should be stored on the property. No pesticide products should be applied that have not been included in the Pest Control Plan. Non-pesticide methods of control should be used wherever possible. Only products permissible under current State and Federal Regulations may be used and those used only in strict accordance with precautions, directions and recommendations shown on the label of the product. Pesticides being used shall be registered with EPA and PA Department of Agriculture. Provide treatment

using only pesticides that comply with the provisions of the Federal Insecticide, Fungicide and Rodenticide Act of 1972 and the Pennsylvania Pesticide Control Act of 1973 and the regulations issued there under. Pesticides applied to the air should never be used for routine treatment inside facilities. Pesticides should be applied only as containerized or crack and crevice treatments in which the applied treatment not readily visible. Any excess pesticide applied should be readily cleaned according to manufacture specifications. Insecticides should be applied only as baits formulated as solids, pastes, or gels. Spray or dust formulations should be selected only as a last resort or when solids, pastes, or gels are not practical. Routine pest control services should not adversely affect occupant health or productivity during normal working hours of operation in the buildings.

MANNER AND TIME TO CONDUCT SERVICES

When it is necessary to perform work outside of the regularly scheduled hours set forth in the Pest Control Plan, the LESSOR shall notify the LESSEE at least one (1) day in advance. Prior to initiation of service, the LESSOR shall submit a written Integrated Pest Management Pest Control Plan to the requesting agency. The LESSOR's representative shall be on site to initiate service within an agreed upon number of working days following notification by the LESSEE. The Pest Control Plan shall consist of proposed methods for control, including labels and Material Safety Data Sheets (MSDS) for all pesticides to be used, a list of types of tamper-resistant rodent bait boxes, insect and rodent trapping devices, pest monitoring devices, and any other control devices or equipment; a service schedule for inspection, monitoring, and/or pesticide application for the various area(s) to be serviced; a copy of the Commercial Pesticide Applicator and/or Registered Technician Certificate for every Contractor's representative who will be performing on-site service. The LESSOR shall receive concurrence of the LESSEE prior to implementing any subsequent changes to the approved Pest Control Plan including additions or replacements to the pesticide list.

STATE AGENCY RESPONSIBILITIES

Whenever conditions conducive to the breeding and harborage of pests, covered by this contract are reported in writing by the LESSOR the LESSEE shall take the necessary steps to correct such conditions, if possible. If corrective action is not taken within a mutually reasonable time, the LESSOR should notify DGS, BRE. LESSEE will be expected to extend all necessary cooperation to LESSOR to insure effective pest control results.

RECORD KEEPING

The LESSOR shall be responsible for maintaining a pest control logbook or file for each building or site. These records shall be kept on the property being serviced, as well as with the LESSOR and be kept up-to-date. Each logbook or file shall contain a copy of the Pest Control Plan for the building or site, the service schedule for the building, the Pest Control Service Record(s) and Pest Inspection Report(s). This includes all the information on pesticide applications required by the Pesticides Rules and Regulations 7 PA Code CH. 128 as amended October 12, 2001. Logbook will also be used for each site to report pest sightings by LESSEE to the LESSOR.

SPECIAL REQUESTS AND EMERGENCY SERVICE(S)

On occasion, LESSEE may request the LESSOR to perform corrective, special or emergency service(s) that are beyond routine service requests. The LESSOR shall respond to these exceptional circumstances, which normally involves a threat to health or a major disruption of normal work activities and complete the necessary work within four (4) hours after receipt of the request, with the exception of the requirements contained in 7 PA Code CH. 128, Subchapters C & F, as amended October 12, 2001. A twenty-four-hour telephone number(s) shall be provided so LESSEE can contact the LESSOR in the event of suspected or actual emergency involving pest infestation.

SERVICE MAINTENANCE CONTRACTS

The LESSOR shall provide and operate all building equipment and systems in accordance with applicable technical publications, manuals, and standard procedures. Mains, lines, and meters for utilities, shall be provided by the LESSOR. Exposed ducts, piping and conduits are not permitted in office space. Maintenance service contracts will be developed with certified service providers, and maintained for the

life of the lease, in the following areas: roof, HVAC systems, and elevators. Service response times must be within 24 hours. LESSOR shall submit copies of the maintenance contracts to DGS, BRE.

SECTION K. VOICE/DATA REQUIREMENTS

TELECOMMUNICATIONS EQUIPMENT ROOM AND INTERCOM PAGING SYSTEMS

The LESSOR will be responsible for providing all voice and data requirements included in this specification. The LESSOR will provide and install the entrance conduit which brings the voice and data services into the building and any required conduit and feeder cable within the building to bring services to the Telecommunications Equipment Room. The Service Provider under contract with the Commonwealth will be responsible for installing the cable and/or fiber facilities from the telephone company's central office to the facility where they will terminate the cable and/or fiber at a demarcation point. From this demarcation point, the LESSOR and/or their designated subcontractor will be responsible for providing and installing all voice and data facilities and material within the building using American National Standards Institute (ANSI), Telecommunications Industry Association (TIA), and Electronic Industries Alliance (EIA) approved commercial building standards, except for the telephone system and data equipment. This includes, but is not limited to the following:

- Telecommunications Equipment Room
- Main Cross-Connect (MC), also known as Main Distribution Frame (MDF)
- Modular patch panel equipment with associated patch cords
- Voice and data wiring and hardware, including cross-connecting blocks
- Power poles and/or wire moldings where required
- Necessary wiring and telephone in each elevator as required
- Capability to have VOIP as per Commonwealth Standards

GENERAL REQUIREMENTS

For new buildings the current version, unless otherwise noted, of ANSI/TIA/EIA-568 Commercial Building Wiring Standards shall be the required installation standards of this specification and shall be used as the minimum characteristics for cabling it will be Category 6 cable installation unless otherwise specified by Industry Standards. For existing buildings, the minimum characteristics for cabling will be Category 5E cable installation unless otherwise specified.

All wiring or cabling for this specification will be classified as "Communication Circuits" (voice and data) and will be installed and maintained under the strict guidance of the National Electric Code (NEC) Provision as found in Article 800-Communications Circuits.

All cable or wiring referred to by this specification MUST be ANSI/TIA/EIA-568 compliant and conform to the Commonwealths voice and data requirements.

ANSI/TIA/EIA – 607 Commercial Building Grounding and Bonding Requirements for Telecommunications shall be followed.

Required electrical outlets, voice, and data locations are not presented on the typical plans; however, all electrical outlets, voice, and data jack locations will be identified on the drawings provided by the LESSEE and or the Department of General Services.

All alarm systems are the responsibility of the LESSOR which includes the telephone numbers to support the system. The LESSOR will purchase and install the necessary telephone or cabling service from the local provider as required by the alarm system selected by the LESSEE.

NOTE: Placement of electrical, voice/data outlets must be located so as not to interfere with modular furniture placement. A vertical pathway or power pole will need to be used to provide a pathway from the ceiling or horizontal pathway area when the outlet location is not adjacent to a wall. Voice and data will

be run through separate power poles from the poles providing electrical power so that the number of poles required to meet ANSI/TIA/EIA-569 standards for the job will be reduced for the installer.

TELECOMMUNICATIONS EQUIPMENT ROOM

The Telecommunications Equipment Rooms shall be as centrally located as possible on each floor. This requirement is critical to ensure that no voice or data location exceeds the 100-meter rule of the ANSI/TIA/EIA-568 standards. The door will be equipped with a lockable passage set.

NOTE: The Telecommunications Equipment Room will be used exclusively for LESSEE voice and data communications. No other tenants may use or have access to the Telecommunications Equipment Room. With the exception of the normal service power requirements identified herein, no electric/power equipment or panels nor mechanical equipment, including Building HVAC units, will be housed in this room.

The necessary number of dedicated/isolated A/C power outlets, duplex and quad dedicated/isolated A/C power outlets must be installed in the data rack and one duplex outlet with industry standard equipment and as designated by the LESSEE Telecommunications Unit. The necessary number of two duplex voice jacks (RJ45) and duplex data jacks as designated by the LESSEE Telecommunications Unit. If 50 or more people are to be employed in the building the wiring must be capable of VOIP and must meet the industry standards of VOIP. All buildings should be wired to be capable of VoIP and must meet the industry standards of VoIP.

There shall be no water or drain pipes, electric/power equipment or panels, nor mechanical equipment including Building HVAC units located in these rooms.

TELECOMMUNICATIONS EQUIPMENT ROOM SIZE

- Buildings having up to 10,000 square feet:
 - Single floor buildings: Room Size 9 feet x 12 feet.
 - Buildings with more than one floor: Main equipment room size 9 feet x 12 feet and a similar size room on each floor. Room locations for multiple floors will be stacked on top of each other.
 - The lighting requirements and general architectural finishes shall be the same as the general office areas. Due to the heat generation of the electronic equipment, it is typical to have a year-round cooling load for the Telecommunication Room. The Telecommunication Room shall have a temperature-controlled cooling system completely independent from the building HVAC systems. Typically, these independent cooling systems are mini-split DX style with integral temperature controls, wall-mounted evaporator units with outdoor condensing units. The independent cooling system shall maintain a maximum space temperature set point of 72°F year-round.
 - The LESSOR will install tile on the floor of each Telecommunications Equipment Room. No carpeting, including anti-static carpeting, shall be used.
 - The LESSOR will ensure that a vertical chase (open area for cable runs between floors) or coring with sleeves is installed between the main Telecommunications Equipment Room and any Intermediate Cross-Connect (ICC) or additional Telecommunications Equipment Rooms.
 - Entrance Door shall be 36 inches wide and key lockable.
 - Service power shall be 120 volt, 60 Hz, 20 Amp.
 - There shall be no water or drain pipes located in these rooms.

- Buildings having OVER 10,000 square feet:
 - Single floor buildings: Room Size 13 feet x 15 feet.
 - Buildings with more than one floor: Main equipment room size 13 feet x 15 feet and a similar size room on each floor. Room locations for multiple floors will be stacked on top of each other.

- The lighting requirements and general architectural finishes shall be the same as the general office areas. Due to the heat generation of the electronic equipment, it is typical to have a year-round cooling load for the Telecommunication Room. The Telecommunication Room shall have a temperature-controlled cooling system completely independent from the building HVAC systems. Typically, these independent cooling systems are mini-split DX style with integral temperature controls, wall-mounted evaporator units with outdoor condensing units. The independent cooling system shall maintain a maximum space temperature set point of 72°F year-round.
- The LESSOR will install tile on the floor of each Telecommunications Equipment Room. No carpeting, including anti-static carpeting, shall be used.
- The LESSOR will ensure that a vertical chase (open area for cable runs between floors) is installed or coring with sleeves is installed between the main Telecommunications Equipment Room and any Intermediate Cross-Connect (ICC) or additional Telecommunications Equipment Rooms.
- Entrance door shall be 36 inches wide and key lockable.
- Service power shall be 120 volt, 60 Hz, 20 Amp.
- There shall be no water or drain pipes located in these rooms.

MAIN CROSS CONNECTION (MC)

The MC will be located in the Telecommunications Equipment Room. The LESSOR will provide and install 110-type connecting blocks and will also provide and install eight point modular jack patch panel equipment. For existing buildings all equipment must be in compliance with ANSI/TIA/EIA-568 for a minimum Category 5e (350M) hardware and for new builds a minimum of Category 6. Line Side patch panels will be connected to the wallboard using 110-type, 4 pair, (C4) connecting blocks mounted on the wallboard using 25 pair Category 5e (350M) riser cable runs. All Line Side, Voice, and Data Station Patch Panel jacks will have all four-pair punched down to the T568B specifications.

The patch panel equipment shall be no larger than standard size 24-port, and no high density space saver patch panels will be used without prior approval from the LESSEE Telecommunications Unit. The patch panel equipment will be of sufficient size to accommodate all existing voice/data requirements and at least 15 percent spare patch panel ports for growth. The LESSOR must provide and install all the patch panel hardware required to make the system operational, including all voice and data patch cords and the designated wire management panels used to dress the patch cords between the patch panels in a neat and orderly fashion. Wire management will consist of the industry's highest standard for Slotted Duct style Horizontal and Vertical cable Management panels. Also included will be the proper number of cabling (minimum Category 5e) compliant patch cords in various lengths to accommodate the total number of Voice and Data jacks installed plus 15 percent spare cords for growth. The patch cords will be sized to ensure a neat and orderly appearance.

VOICE REQUIREMENTS

On one wall designated by the LESSEE Telecommunications Unit, one 4 feet X 8 feet sheet or two 4 feet x 4 feet sheets of three-quarter inch plywood will be attached for mounting the MC in the Telecommunications Equipment Room (if there are additional floors that have a Telecommunications Equipment Room, they are to have the same plywood installation as the MC) for voice. The plywood will be attached in such a way that the top of the highest patch panels shall not be higher than six feet two inches and the bottom of the lowest patch panel shall be no lower than two feet from the floor.

In existing buildings, the voice MC will consist of minimum Category 5e (350M) while new building should be a minimum Category 6 and or meet industry standard for wiring, mounting and installation. All end user jacks should be a minimum of RJ-45. The maximum size of the patch panel equipment will be 24 ports. No high-density space saver patch panels will be used without prior approval from the LESSEE Telecommunications Unit.

Two (2) duplex dedicated/isolated A/C power outlets shall be located on the wall directly below each piece of plywood. Two (2) additional duplex dedicated/isolated A/C power outlets.

All Voice patch panels will be installed in 19" X 84" floor mounted racks. Any deviation from this requirement must be approved in writing by the LESSEE Telecommunications Unit. The top of the highest patch panels shall not be higher than six feet two inches and the bottom of the lowest patch panel shall be no lower than two feet from the floor.

All metal floor-mounted voice frames will be equipped with a #6 AWG solid copper ground wire attached to an approved electrical ground.

The first set of Voice patch panel equipment at the top will be designated as the Line Side patch panel. Each available port will be connected to 110-type blocks with all four pairs terminated. From these cross-connecting blocks, all existing telephone lines will be cross connected to the telephone company demarcation point.

The second set of Voice patch panel equipment will be designated as the Station side patch panel and will have all four pairs terminated to the appropriate Station jacks as required.

A modular voice jack will be installed in the Telecommunications Equipment Room for use with the intercom paging systems.

DATA REQUIREMENTS

In existing buildings, the Data MC will consist of Data Station patch panels that are a minimum Category 5e (350M) compliant, while new building should be a minimum Category 6 and or meet industry standard for wiring, installation and mounting. No high-density space saver patch panels will be used without prior approval from the LESSEE Telecommunications Unit.

All Data patch panels will be installed in 19" X 84" floor mounted racks and located next to the floor mounted Voice rack. Any deviation from this requirement must be approved in writing from LESSEE Telecommunications Unit. The top of the highest patch panels shall not be higher than six feet two inches and the bottom of the lowest patch panel shall be no lower than two feet from the floor.

Mounted on the extreme lower portion of the data frame will be four (4) duplex or two (2) quad dedicated/isolated A/C power outlets each having a dedicated circuit with an isolated ground. The outlets should be arranged to accommodate transformer connections (which frequently are larger than a standard plug) without blocking access to other outlets. This metal floor-mounted data frame will be equipped with a #6 AWG solid copper ground wire attached to an approved water pipe ground.

A minimum of three (3) duplex dedicated isolated A/C power outlets shall be located on the wall adjacent to the floor mounted frame for data.

A duplex voice jack will be installed in close proximity to the data frame to support a dial-up modem for diagnostic trouble shooting.

STATION WIRING

All cable for both voice and data will be four pair, with a minimum Category 5e (350) compliant for existing buildings and Category 6 or the industry's highest standard for new buildings both meeting the electrical and corresponding distance requirements of ANSI/TIA/EIA-568 Commercial Building Wiring Standard.

All station wiring for both voice and data will be home run, no intermediate cut downs or splices, to the appropriate telecommunication room and terminated directly onto minimum of Category 5e (350) compliant patch panel equipment. All four pairs must be physically terminated at the minimum Category 5e (350) compliant eight pin modular telecommunication outlet and at the appropriate patch panel equipment port.

All cable shall be concealed either above a suspended ceiling, in conduit, in wire mold, or behind partitions. A maintenance loop of 6 feet to 10 feet is required to provide enough slack at the MC to accommodate any future movement of the terminating wires on their respective voice or data patch panel terminations.

CONDUITS, POWER POLES AND PLENUM RUNS

All installed pathways will follow the ANSI/TIA/EIA-569 standard.

All wiring not in conduits and run in air handling plenums will have Type CMP communication plenum cable, low-smoke, heat resistant Haler type insulation.

All conduits will be metal (EMT) type conduit or raceways.

All access holes through floors, walls, etc. that must be drilled for the installation of voice and data facilities must be provided by the LESSOR. These access holes must be equipped with a sleeve and bushings at both ends and must be properly fire-stopped at both ends.

Wire mold, conduits, or power poles will be required to those voice and data locations where the wiring cannot be concealed or readily fished through walls, etc. All exposed voice/data cable attached to office walls, ceilings, or floors will be concealed using approved surface raceway molding. Lesser will separate the Voice and Data wiring from the electrical power and dedicate a pole for each to the modular furniture. For planning furniture pathways, the maximum pathway fill shall be 40 percent. A maximum of 60 percent pathway that is not filled is allowed to accommodate unplanned additions after initial installation.

In multi-channel raceways, dividers separating compartments shall be bonded to ground in accordance with ANSI/TIA/EIA-607.

Metal raceway bases, covers and dividers shall be bonded and grounded in accordance to applicable codes and ANSI/TIA/EIA-607.

JACKS

For existing buildings both voice and data wiring will be terminated on Category 5e (350) compliant duplex voice/data jacks, or single voice or data jacks, as required, at the workstation location (wired for T568B specifications). All new building will be a minimum of Category 6 or the current industry standard. All station jacks must meet or exceed ANSI/TIA/EIA-568 standards for Unshielded Twisted Pair Connecting Hardware for the required Category cable.

Duplex voice/data connecting blocks will have two eight-conductor (wired for T568B specifications) modular jacks labeled by the manufacturer as "V" for voice and "D" for data, with a single face plate. All end-user interface boxes must be secured with mounting screws. No double-sided tape will be permitted. The inserts of the jacks will be color-coded - blue inserts for voice and orange inserts for data. Any deviations must be approved by the LESSEE Telecommunications Unit in writing detailing the changes and reason for substitution. Any substitutions proposed must meet all of the same specifications and/or requirements as the original item. All labeling will use permanent mechanically/electronically made markings.

CODING, RECORDS, AND TRAINING

All voice and data eight pin modular locations at the End-user Station jack and at the Patch Panel equipment will be labeled with permanent mechanically/electronically made markings by the LESSOR for identification by Department staff. The numbering scheme should be kept constant and consecutive (V1 / D1...V288 / D288) throughout the entire site. Patch Panels and End-user Station jacks must be labeled with permanent mechanically/electronically made markings.

A cable record of all pairs at the MC will be prepared by the LESSOR. One copy of this record must be submitted to the LESSEE Telecommunications Unit prior to final acceptance of the facility.

The LESSOR shall provide training in the proper use of the cable records and the patch panel equipment. The method and depth of the training will be sufficient to train the user to correct deficiencies as rapidly as possible and also allow the user to readily make voice/data station location changes via the patch cords.

TESTING

The LESSOR and/or his designated subcontractor will be responsible for performing testing of all voice and data wiring and hardware to assure compliance with equipment specifications. All voice and data wiring and hardware must meet or exceed all the specifications of ANSI/TIA/EIA-568 for Category 5e (350) cable installation. The LESSOR and/or his designated subcontractor must provide the LESSEE Telecommunications Unit with a complete copy of all test results prior to final acceptance of the facility.

At a minimum, the test results for each jack, voice and data, must contain:

- Jack Number
- Cable Length
- Wire Map
- Attenuation
- NEXT (Near End Cross Talk)
- Cable Impedance

PATCH PANEL REQUIREMENTS

Standard size hinged 24-port panel.

A minimum of 15% spare patch panel ports will be provided for growth. Industry standard wire management panels will be used to dress all cabling front and in back of the rack.

Panels will be labeled with permanent mechanically/electronically made marking.

Voice Line Side patch panels will be terminated to the 110-type connector blocks will all four pairs terminated for each port.

Voice patch panels will be mounted within a floor mounted 19" x 84" rack.

Data patch panels will be mounted within a floor mounted 19" x 84" rack.

Spare patch cords will be supplied for voice and data panels. A minimum of 15%, the number of each spare cord length (3', 5', and 7') will reflect percentages of those used during the installation (80% of the patch cords should be 3' in length).

VOICE AND DATA CABLE T56B SPECIFICATIONS

All cable will be four pair, minimum of Category 5E compliant for existing building and a minimum of Category 6 or the newest industry standard for new buildings.

Voice and Data cable sheathing will be of a different color.

Any modular furniture that requires power poles will have separate poles for Voice/Data and Power.

VOICE AND DATA JACKS

All jacks will be labeled with permanent mechanically/electronically made markings.

Single and/or duplex jacks will be labeled "voice" and/or "data", and include the port number, on a single faceplate.

The inserts of the jacks will be color-coded: *blue* for voice and *orange* for data.

VOICE AND DATA REQUIREMENTS SUMMARY

The LESSOR and/or the designated subcontractor(s) will be responsible for all voice and data cable facilities and materials within the building, with the exception of the telephone system and data equipment system. The installation must result in a "turnkey" solution to include: installation of all necessary

equipment, paging system, cabling, cross-connects, patch cords, and test results. Any alarm system that is installed must have its own separate telephone service provided by the LESSOR.

A minimum of four zones will be accessible from any designated telephone.

One zone will be established as "all call." Other zones and speaker placements will be designated by the Office Manager.

CABLE RECORD

The LESSOR will prepare a cable record, which will include a copy of the floor plan (showing jacks locations, and numbering sequence), which coincides with the patch panel port labeling. A copy of the plan will be provided to the Office Manager at the time of final acceptance of the facility. Cable records will follow ANSI/TIA/EIA-606 standards.

CABLE CERTIFICATION TESTING

All test results will be provided to the Telecommunications Office or Office Manager prior to or at the time of final acceptance of the facility.

Test results will be in numerical sequence. Voice and Data will be under separate cover.

All testing will follow ANSI/TIA/EIA-568 standards.

At a minimum the test results for each jack must include the following:

- Jack Number
- Cable Length
- Wire Map
- Attenuation
- NEXT (Near End Cross Talk)
- Cable Impedance

SECTION L. JANITORIAL

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
ENTRANCE / VESTIBULE ☒							
1. Empty and clean LESSOR provided cigarette urns.	X						
2. Thoroughly clean entrance doorways and vacuum walk off mats.		X					
3. Detail clean threshold plates.			X				
4. Sweep and wet mop hard surface floors.		X					
5. Spot- mop stains and spills using appropriate cleaner.	X						
6. Clean window glass on inside and outside of entrance doors and wipe frames.		X					
7. Spot-clean window glass on inside and outside of entrance doors and spot-clean frames.	X						
8. Dust.		X					
9. Dust all grills, vents, louvers and diffusers.			X				
10. Spot- clean walls and Light switches.	X						
11. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					
12. Clean and polish bright metal surfaces.		X					
LOBBY/WAITING AREA ☒							
1. Sweep and wet mop tile floors.		X					
2. Spot clean tile floors.	X						
3. Apply nonskid wax and buff tile floors.							X
4. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X		
5. Vacuum all carpeted areas.		X					
6. Spot vacuum carpet.	X						
7. Steam clean carpeting in high traffic areas.					X		
8. HEPA vacuum all offices.					X		
9. Dust.		X					
10. Dust all grills, vents, louvers and diffusers.			X				
11. Damp wipe horizontal surfaces.		X					
12. Spot clean walls and Light switches.	X						
13. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
14. Empty all waste receptacles including trash cans and recycling containers. Replace plastic liners. Remove trash to designated, sanitary area.	X						
15. Clean all trash receptacles and recycling receptacles inside and out with a disinfectant.							X
16. Clean all drinking fountains.	X						
ELEVATORS ☒							
1. Clean elevator.		X					
2. Sweep and wet mop tile floors.		X					
3. Spot- mop stains and spills using appropriate cleaner.	X						
4. Apply nonskid wax and buff tile floors.							X
5. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X		
6. Dust. Wipe all cab walls to remove dust, soil and stains.		2X					
7. Spot- clean all doors, threshold plates, horizontal and vertical surfaces, removing fingerprints, smudges and stains.		2X					X
8. Clean and polish bright metal surfaces.		X					
STAIRWELLS ☒							
1. Spot-mop/vacuum floors and stairs.	X						
2. Spot -clean carpets or tile floors.	X						
3. Sweep /vacuum floors and stairs.		X					
4. Dust railings, ledges, pipes, lights and signage.		X					
HALLWAYS ☒							
1. Vacuum all carpeted areas.		X					
2. Spot vacuum carpets.	X						
3. Steam clean carpeting in high traffic areas.					X		
4. HEPA vacuum all offices.					X		
1. Sweep and wet mop tile floors.	X						
2. Spot clean carpets or tile floors.		X					
3. Apply nonskid wax and buff tile floors.							X
4. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X		
5. Dust.			X				

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
6. Dust all grills, vents, louvers and diffusers.			X				
7. Spot clean walls and Light switches.		X					
8. Clean and polish drinking fountain.		X					
CONFERENCE ROOMS, TRAINING, MULTIPURPOSE ROOMS ☒							
1. Vacuum all carpeted areas.		X					
2. Spot vacuum carpet.	X						
3. Steam clean carpeting in high traffic areas.					X		
4. HEPA vacuum carpet.					X		
5. Dust.		X					
6. Dust all grills, vents, louvers and diffusers.			X				
7. Damp wipe horizontal surfaces.		X					
8. Spot clean walls and Light switches.			X				
9. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					
10. Empty all waste receptacles including trash cans and recycling containers. Replace plastic liners. Remove trash to designated, sanitary area.	X						
11. Clean all trash receptacles and recycling receptacles inside and out with a disinfectant.							X
OFFICE AREA ☒							
1. Vacuum all carpeted areas.		X					
2. Spot vacuum carpets.	X						
3. Steam clean carpeting in high traffic areas.					X		
4. HEPA vacuum all offices.					X		
5. Dust.		X					
6. Dust all grills, vents, louvers and diffusers.			X				
7. Damp wipe horizontal surfaces		X					
8. Spot clean walls and Light switches.			X				
9. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					
10. Empty all waste receptacles including trash cans and recycling containers. Replace plastic liners. Remove trash to designated, sanitary area.	X						

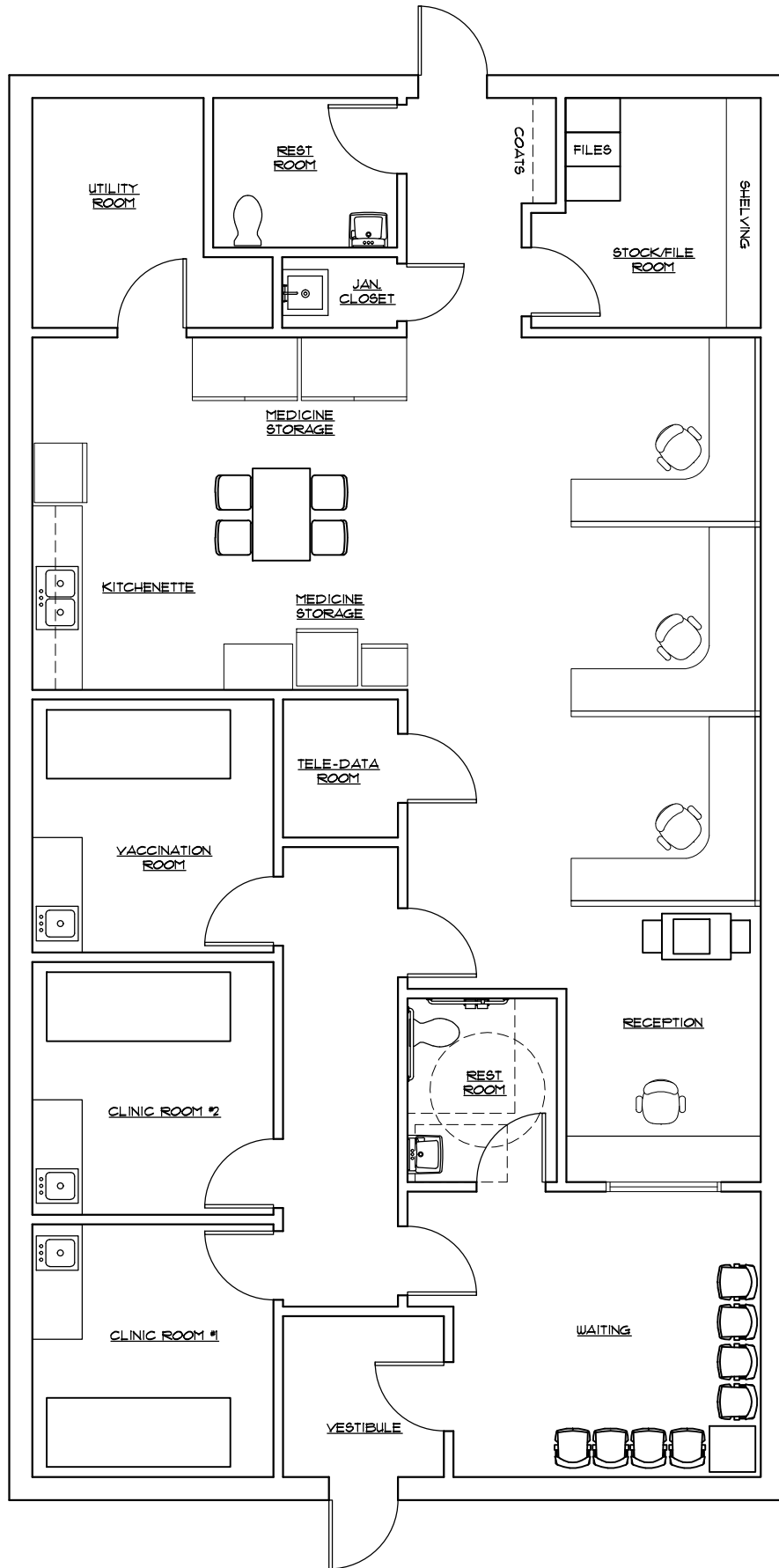
	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
11. Clean all trash receptacles and recycling receptacles inside and out with a disinfectant.							X
12. Maintain separation and removal of recyclables in accordance with local ordinance or code.	X						
13. Clean water coolers. If included in the LEASE, ensure paper cups are restocked and a supply is available to the LESSEE.		X					
PRIVATE OFFICES ☒							
1. Vacuum all carpeted areas.		X					
2. Spot vacuum carpets.	X						
3. Steam clean carpeting in high traffic areas.					X		
4. HEPA vacuum all offices.					X		
5. Dust.		X					
6. Dust all grills, vents, louvers and diffusers.			X				
7. Damp wipe horizontal surfaces		X					
8. Spot clean walls and Light switches.			X				
9. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					
10. Empty all waste receptacles including trash cans and recycling containers. Replace plastic liners. Remove trash to designated, sanitary area.	X						
11. Clean all trash receptacles and recycling receptacles inside and out with a disinfectant.							X
12. Maintain separation and removal of recyclables in accordance with local ordinance or code.	X						
13. Clean water coolers. If included in the LEASE, ensure paper cups are restocked and a supply is available to the LESSEE.		X					
RESTROOMS ☒							
1. Sweep and wet mop tile floors in restrooms using appropriate cleaner.		X					
2. Spot clean tile floors.	X						
3. Seal grout.					X		

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
4. Wash sinks, urinals, and toilet bowls using scouring powder to remove stains, clean under sides, wash both sides of toilet seats and tile walls near urinals with disinfectant.	X						
5. Empty, clean and reline all sanitary napkin receptacles.	X						
6. Fill and maintain mechanical operation of all toilet tissue dispensers, sanitary napkin dispensers, paper towel dispensers, soap dispensers and paper cup dispensers with LESSOR provided supplies. Ensure that replacement supplies are available to LESSEE.	X						
7. Polish metal work in rest rooms.							X
8. Clean shower stalls, if applicable.		X					
9. Wash doors, door handles, tile walls, stall partitions and fixtures with disinfectant.		X					
10. Clean mirrors.	X						
LUNCH, BREAK ROOM, KITCHENETTE ☒							
1. Wash all counter surfaces, sinks, and table tops with antibacterial disinfectant.	X						
2. Vacuum all carpeted areas.		X					
3. Spot vacuum carpets.	X						
4. Steam clean carpeting in high traffic areas.					X		
5. HEPA vacuum all offices.					X		
6. Sweep and wet mop tile floors.	X						
7. Spot clean carpets or tile floors.		X					
8. Apply nonskid wax and buff tile floors.							X
9. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X		
VENDING AREA ☒							
1. Spot-mop/vacuum floors and stairs.	X						
2. Empty all waste receptacles including trash cans and recycling containers. Replace plastic liners. Remove trash to designated, sanitary area.	X						

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
OFFICE WALLS ☒							
1. Dust all ceilings and light fixtures.				X			
2. Remove and dust pictures, charts, etc. from walls. Dust walls and re-hang pictures.					X		
3. Remove and clean pictures, charts, etc. from walls. Wash walls and woodwork. Re-hang pictures						X	
4. Spot clean walls and woodwork. Ensure stained ceiling tiles are replaced as soon as possible.							X
MISCELLANEOUS ☒							
3. Clean janitor's sink and neatly store cleaning equipment and supplies in designated locations.	X						

SECTION M. DIAGRAMS

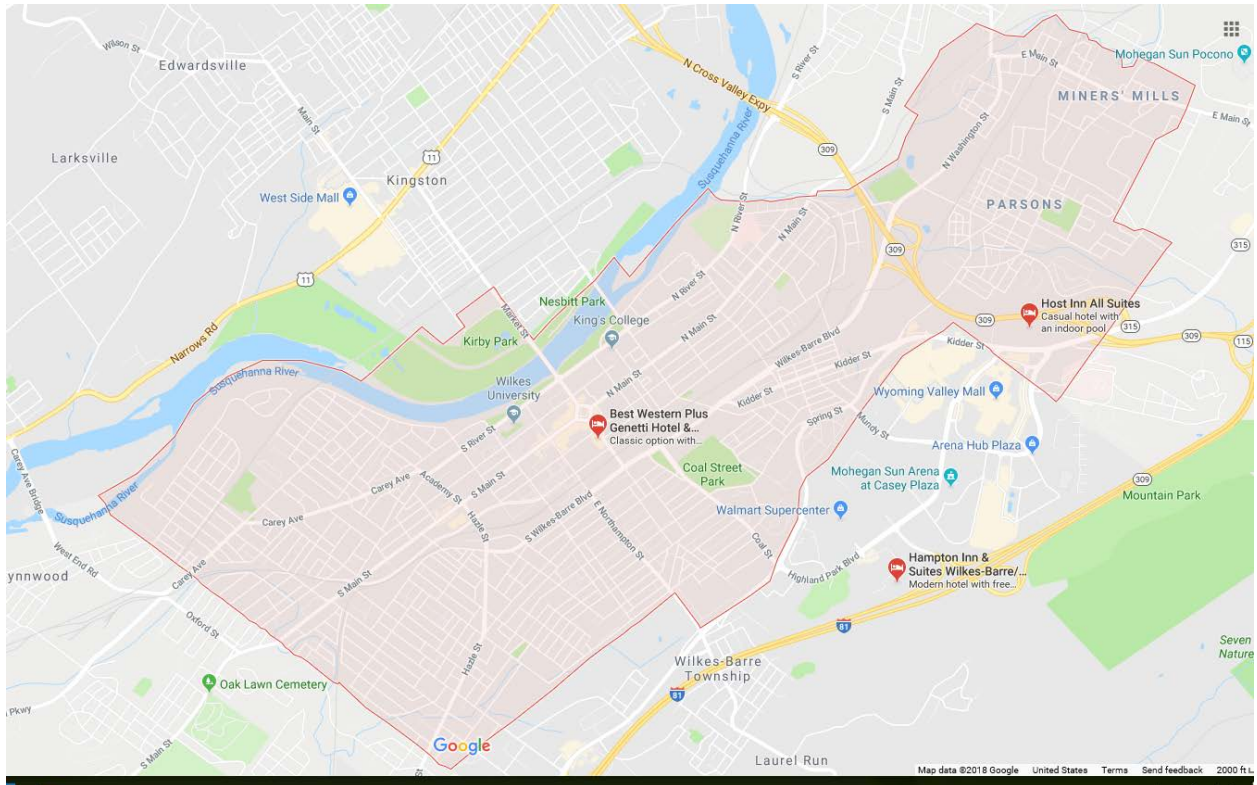
DIAGRAM A



APPENDIX E

GEOGRAPHIC BOUNDARIES

FACILITY LOCATION BOUNDARIES (MUST SEE NOTE BELOW)



Anywhere within Luzerne county, with the exception of Wilkes Barre City (No location within the red area as identified on the map). Site needs to have access to public transportation. Preference is on a bus route with easy accessibility to clients.