

**SOLICITATION FOR PROPOSAL (SFP)**

**SFP #94953**

**Date of Issue: 08/13/2018**

<b>Due Date:</b>	Responses due no later than 3:00 PM on 08/28/2018. <b>PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.</b>
<b>Tenant Agency:</b>	Pennsylvania State Police
<b>County:</b>	Dauphin/Cumberland (Refer to Appendix E for Geographic Boundaries)
<b>Square Footage:</b>	2,335
<b>Term:</b>	5 years with 2 - 5 year options
<b>Type of Space:</b>	<input checked="" type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Hangar <input type="checkbox"/> Institutional <input type="checkbox"/> Other
<b>Parking Requirement:</b>	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.
<b>Additional Considerations:</b>	Provide two proposals, one for a full-service lease and one including only water and sewer. Contact Erica Dreher for sample floor plan.

**All questions and inquiries regarding this SFP must be directed to:**

**Leasing Coordinator:** Erica Dreher

**Phone:** 717-317-5315

**Email:** edreher@pa.gov

**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.

**EMAIL:**

Proposals must be submitted to [RA-DGSLeasingSFPResponse@pa.gov](mailto:RA-DGSLeasingSFPResponse@pa.gov). The subject line 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.

**MAIL:**

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**. **This information must also be shown on the outside of any courier or mailing envelope.**

**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.**

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## **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](http://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> <a href="#">Leasing Forms</a>		
	<a href="#">GSRE-19, Proposal to Lease Space to the Commonwealth</a>	
	<a href="#">GSRE-6, Lessor Identity Disclosure</a>	
	<a href="#">GSRE-47, Agency Agreement/Limited Agent Authority</a>	
	<a href="#">GSRE-42M, Contractor Responsibility Certification</a>	
	<a href="#">GSRE-61, Non-Disturbance and Attornment Agreement, (if applicable)</a>	
<i>In addition to the forms listed above, please submit the following documents</i>		
	Appendix A, <b>Proposal Checklist and Acknowledgment</b>	
	Appendix B, <b>Small Diverse Business (SDB) and Small Business (SB) Participation</b> Submittal, SDB/SB Letter of Intent, if applicable.	
	Proposer acknowledges the proposal is based upon requirements to pay <b>Prevailing Wages</b> , if applicable, in accordance with Section III, Paragraph 32, of the Standard Terms & Conditions.	
	Proof of <b>Site Control</b> ( <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 <b>Area Map</b> that identifies the building location, major arterials, and public transportation routes, etc.	
	Estimated <b>Construction Schedule</b> to include a timeline for producing a test fit, permitting approvals, construction, etc.	
	Disclose <b>Flood Plain Status</b> , if applicable. (50 yr., 100 yr., 500 yr., etc.)	
	<b>Drawings</b> – Site Plan(s), floor plans, elevations, building sections	
	<b>Photographs</b> – 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](mailto:RA-BDISBOVerification@pa.gov)  
Website: [www.dgs.pa.gov](http://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:

Services:

Utilities:

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

- 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 – 9<sup>th</sup> 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 tenable 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 Improvements<sup>1</sup> to the Premises<sup>2</sup> 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 Lessee<sup>3</sup>.

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:

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

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

<sup>3</sup> 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 Improvements<sup>4</sup> to the Premises<sup>5</sup> 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 \$ \_\_\_\_\_.

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

<sup>5</sup> 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]

#### Enhanced Minimum Wage Provisions (July 2018)

- 1. Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 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 July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the Consumer Price Index for All Consumers (CPI-U) for Pennsylvania, New Jersey, Delaware, and Maryland. The applicable adjusted amount shall be published in the Pennsylvania Bulletin by March 1 of each year to be effective the following July 1.
- 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

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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.

### **GENERAL SPECIFICATIONS**

No construction shall begin until after the lease has been awarded and a "pre-construction" meeting held. A construction schedule/critical path plan identifying significant milestones must be provided by LESSOR at the pre-construction meeting and finalized within thirty (30) days after the pre-construction meeting. LESSOR shall provide written construction updates to an Agency-designated project liaison and shall timely respond to all reasonable additional requests for clarification or further information made by the liaison. The requirements of this paragraph are in addition to and do not replace or supersede any other reporting requirements or deadlines set forth in the lease. LESSOR shall submit three copies of floor plan drawings and a CAD drawing on disk on which are located all building columns, and windows, doors, and stairways from which a preliminary office layout can be developed. This is due within thirty days of site selection notification. Prior to the first scheduled pre-construction meeting, and prior to any erection, adaptation, remodeling or alteration of any building, three copies of detailed architectural drawings, including but not limited to, elevation drawings, mechanical drawings showing the HVAC system, together with detailed specifications, shall be submitted to the Department of General Services (DGS), Bureau of Real Estate (BRE) for final review. After final drawings have been approved by the DGS, BRE and Using Agency, changes can only be made through prior written approval from the DGS, BRE. LESSOR will furnish all labor and material necessary to complete construction shown on approved drawings and described in the approved specifications, and for any work not included in approved drawings and specifications but necessary to complete construction and make the space ready for occupancy by the Using Agency.

### **APPROVALS**

Before any building is erected, adapted, remodeled or altered, detailed architectural plans and elevations for all new construction, all remodeling or alteration work, and line drawings to 1/8 inch scale (1/8 inch = 1 foot scale) for all other portions of the buildings showing means of egress, shall be submitted to and approved by the enforcing municipality or the Department of Labor and Industry for compliance with the PA Uniform Construction Code (UCC). A UCC Certificate of Occupancy issued by the enforcing municipality or the Department of Labor and Industry is required prior to occupancy. Any variations from these specifications MUST have the approval of the DGS, BRE. The LESSOR must be able to substantiate that he has obtained said approval. Once the drawings have received all approvals, a disk with the CAD drawing should be sent to the DGS, BRE. A construction schedule must be submitted to the DGS, BRE and a pre-construction meeting must be held prior to any construction commencing.

## **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**

### **FOUNDATIONS**

All foundations must be constructed of sufficient size and strength and placed on load-bearing-soil of sufficient compactness to carry the weight of the building components and all equipment. The concrete for the foundations shall be reinforced where necessary and be homogenous and when hardened, shall have the required strength, resistance to deterioration, durability, resistance to abrasion, water tightness, appearance and other required properties.

### **EXTERIOR WALLS**

All exposed exterior walls must be of masonry or wood frame construction with brick, stone or metal facing material and be approved by the LESSEE.

### **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**

### **OFFICE LAYOUT DESIGN SPECIFICATIONS**

These specifications are developed to identify the requirements of various areas of the office. Where necessary, detail drawings are included. A final approved plan will be prepared by the LESSEE, which will show the individual areas, electrical requirements, telephone requirements, and computer related requirements.

## **OFFICE DESIGN COLOR COORDINATION**

Floor covering, wall covering, counter surfaces, and window treatments will be color-coordinated within a harmony of color as designated by LESSEE. LESSOR will be required to work with the LESSEE's designee in developing the integration of the harmony of colors throughout the office. LESSEE will make color selection of all finish materials: i.e., as wall coverings, carpet, laminated services, paint, Venetian blinds, trim, etc. LESSOR to provide manufacturer samples to LESSEE to make selections.

## **COLUMNS**

The building should be free of all interior columns. In the event columns are deemed necessary, the number and spacing of columns must be approved by the LESSEE. Columns shall be finished with material to correspond with interior decor approved by the LESSEE complete with one (minimum) duplex electrical outlet.

## **VESTIBULES AND EXITS**

Inside walls of vestibules and exits must be covered with scuff resistant material, 4'6" in height. Weather mats must be furnished by LESSOR and installed in entrances and exits. Mats must be inspected on a monthly basis and replaced when they become unserviceable (worn, torn, etc) or at the request of the LESSEE.

# **SECTION C. INTERIOR CONSTRUCTION**

## **WALLS**

### **WALL FURRING**

Unless agreed upon otherwise, all interior brick, tile, or concrete block walls are to be furred out with metal, wood, or other materials acceptable and approved by LESSEE, constructed from floor to ceiling height and insulated. The furring must be of suitable type and size to support the weight of the interior finishing.

### **INTERIOR PARTITIONS**

All interior partitions must be minimum 5/8" thick drywall or gypsum board and erected in accordance with the floor plan. The amount, size and configuration of all interior partitions will be determined by LESSEE during the project design phase. Any rooms designated by LESSEE, must be sound resistant construction. Studding for the sound-resistant rooms must be erected above the acoustical ceiling. The following method of construction is suggested: Wall studding must be treated to eliminate sound transmission. Sound deadening board must be provided from the floor plate and over the ceiling panels to assure sound reduction. All interior partitions and doors must be erected in accordance with the drawings agreed to at the pre-construction meeting. If requested by LESSEE, LESSOR will install a chair rail of approximately 3" width, and at a height of 36" from the floor, in rooms specified by LESSEE. The quantity, size, configuration and location of private offices to be constructed by the LESSOR will be determined by LESSEE in the design phase of the project. If LESSEE selects any modular furniture for use in the leased premises, LESSOR agrees to assist and coordinate with LESSEE's modular furniture-vendor(s) the installation of same and coordinate any required electrical, data and voice installation.

### **INTERIOR WALLS (paint)**

Portions of the building to receive drywall designated to be painted shall receive finishes prior to occupancy. Walls shall be prepared and painted with semi-gloss latex Polomyx paint in at least a four-color mix or LESSEE approved equivalent. Paint shall be a solvent-free, water-based, and non-VOC emitting paint.

Immediately after occupancy, LESSOR will refinish marred walls during normal business hours unless otherwise requested by LESSEE. Color selection to be approved by the LESSEE.

## **WINDOWS**

Window locations must be acceptable to LESSEE and provide a maximum of natural light. All windows must be inoperable. Windows must be made to comply with all industry standards and be certified to meet the requirements for deflection, air infiltration, and water penetration by complying with all ASTM performance and test standards. All windows must be supplied with insulating glass or other energy-conserving installations approved by LESSEE.

## **WINDOW COVERINGS**

Window and window areas must be equipped with aluminum or vinyl Venetian blinds or draperies or other coverings approved by LESSEE. Color and materials to be approved by LESSEE.

## **DOORS**

### **INTERIOR DOORS**

Solid core wooden doors or equivalent must be at least 36" wide and 1 ¾" thick and be equipped with kick plates and push plates where requested by the LESSEE. They must be reinforced and warp resistant, carefully matched grain, and color and must meet all specifications of the National Woodwork Manufacturers Association. Interior entrances/exit door dimensions and lights shall meet requirement of Life Safety Code #101. LESSOR agrees to furnish and install visibility windows, 4" by 24", in interior doors as required by LESSEE.

### **ENTRANCE / EXIT DOORS AND FRAMES**

Entrance doors must be provided as shown on drawings. They must swing outward and be constructed of metal and glass to conform with Federal, state, and NFPA 101 codes and standards. They must be equipped with kick plates, push-pull plates, and automatic door closers. Door frames must be of the same metal to match the doors.

Interior vestibule doors must be provided in all public and staff entrances and vestibule doors must match exterior doors and be equipped with kick plates, push-pull plates, and automatic door closing devices. All exit doors must swing outward. Framework must be metal constructed and must match exterior doors.

### **LOCKS**

Door locks are required on all interiors doors. All doors must remain on the Building Master Key System. A sufficient number of Master Keys must be provided to the LESSEE.

### **FINISH HARDWARE**

Sufficient commercial grade hardware to cover all necessary requirements of the building shall be provided. It shall be of suitable type and ample size and weight to perform the service requirements. The hardware must be one design and finish. All interior door locks shall be keyed per the Using Agency Specifications and the Using Agency shall be provided a sufficient number of keys as required by the Using Agency. All door locks must remain on the Building Master Key Lock System

### **SIGNAGE -INTERIOR ROOM DOORS AND WORKSTATIONS**

Interior room doors and workstations must be lettered or have name plates attached as required by the LESSEE. LESSEE will provide a "door-lettering" schedule for the interior doors and workstations.

## **SECTION D. FINISHES**

### **CEILING AND CEILING TILE**

All ceilings shall be acoustical tile suspended by an intermediate duty suspension grid system unless the exposed interior shell and structural system comprise an acceptable interior environment that does not need a suspended ceiling system for acceptable aesthetic, acoustic and lighting requirements. Any exposed mechanical and electrical elements are acceptable if in accordance with codes and if treated in an aesthetic manner and approved by LESSEE. Acoustical tile and grid system for ceilings shall be selected to reduce energy costs and provide sustainable design. All ceilings shall be at least 9 feet in height above finish flooring, unless a lower dimension is approved by LESSEE. Acoustical products shall have a Class-A fire resistance per ASTM E 1264 and a flame spread of 0-25 per ASTM E 84 and must have a minimum of 50% post consumer recycled content. Ceiling tiles shall have a 89% minimum light reflectance with a minimum NRC of .70 in compliance with ASTM C 423 and a CAC minimum of 35 in compliance with ASTM E 1414, such as the Ultima Hi-LR series as manufactured by Armstrong World Industries, Inc. or LESSEE approved equal. Ceiling(s) in the telecommunication/data room(s) must be provided with acoustical tile on a suspension grid system. Stained or damaged ceiling tiles must be replaced immediately by the LESSOR for the life of the Lease.

## **FLOOR AND FLOOR COVERINGS**

For newly constructed buildings, 4" of coarse aggregate is to be spread throughout proposed floor area. Polyethylene waterproofing material, or equivalent, shall be used as a vapor barrier between aggregate and concrete. Newly poured concrete floors must cure for the full 28 days before any floor coverings can be applied. Floor areas to consist of a minimum of 4". Floor should be properly insulated against heat, if over boiler, or other highly heated areas. Where no heat is in a basement, appropriate insulation should be installed to minimize cold or dampness coming through the floor. If floor is otherwise constructed or existing floor is used, floor must be leveled and properly insulated prior to installation of covering.

### **MODULAR CARPET**

Carpeting material tiles (18" x 18" or 24" x 24", etc.) shall be made of 100% commercial grade nylon fiber 6 or 6.6 which is solution dyed with EPA approved anti-microbial protection and be 100% recyclable to an equal or tufted multi-level loop, 9.0-9.5 stitches per inch, static resistance of 1.0 KVS, and a minimum denier of 6000. The carpet tiles must have a minimum 15-year wear manufactured by Collins and Aikman, or LESSEE-approved equal, which has Green Seal's recommendation or certification. Color of carpeting shall be subject to approval by LESSEE. All doors in carpet area shall be undercut sufficiently to permit free swing. Carpeting must conform to Federal Occupational Safety and Health Regulations concerning fireproofing. Carpet tiles shall be replaced during the term and option period as needed and where normal wear and tear so requires, as requested by the LESSEE. Any variation from above must have prior approval from the LESSEE. Where necessary, all modular carpeting must be vacuumed and shampooed before occupancy as deemed necessary by LESSEE. All unserviceable carpeting will be replaced by the LESSOR (i.e. worn, torn, stained, loose or frayed) as determined by the LESSEE throughout the term of the lease at the request of the LESSEE. At any time during the term of the lease when the carpet is replaced or repaired, the moving of the LESSEE's furniture and equipment, with the exception of computers, monitors and related equipment, shall be the responsibility of the LESSOR.

### **TILE**

The entry, waiting, stock, janitorial, utility and lunch rooms shall be covered with a vinyl composition tile or other materials approved by LESSEE. Tile shall be 12" x 12" – 1/8" gauge. SS-T 312B (1) Type IV, Composition 1 - ASTM E 84 Flame Spread - 75 or less. Load limit 50 PSL. Cove base shall be 4" high vinyl or rubber. All colors and patterns shall be selected by LESSEE. LESSOR to provide manufacturer samples to the LESSEE.

## **SECTION E. HVAC – SPECIFICATIONS & REQUIREMENTS**

The LESSEE expects the developers to use these specifications as a guide when dealing with their architects and engineers on the design of proposed office space. In some cases, the HVAC design will result in packaged-zoned VAV style systems, or in the case of smaller buildings, a zoned roof top / split DX type of system with zone dampers. Heating may be provided by several sources such as electric resistance, hydronic or gas fired equipment. All aspects of the proposed building should be of good quality with sound and durable construction. Furthermore, the building HVAC system should require minimal maintenance, allow for cleaning/service, and have low operating costs. Mechanical engineering drawings shall be provided to the LESSEE for review and approval. The drawing scale shall be no less than 1/8" = 1'. Cut sheet information on equipment should be supplied and model selection should be clearly marked. All equipment shall be of a commercial grade and industrial grade equipment can be submitted for approval. Residential grade equipment shall not be used. If possible, the HVAC equipment and temperature controls shall be furnished as a complete package and warranted as a factory tested system by the equipment manufacturer. When temperature controls are not supplied with factory HVAC equipment, the temperature control systems shall be made by a nationally recognized manufacturer with an established chain of factory authorized installation representatives. All temperature control systems shall be LON or BACnet compliant systems. The design and installation of the HVAC system shall conform to the following list of codes and standards: 2006 International Mechanical Code, S.M.A.C.N.A., A.S.H.R.A.E., N.E.C., I.B.C., N.F.P.A.

### **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.

## **GROUND FLOOR PERIMETER HEAT**

On the ground floor of a building without a basement (slab on grade construction) that has large glass windows, additional perimeter supplemental heat may be required. (Exemption from providing this additional perimeter heating should be formally requested to the DGS, BRE.) Perimeter heating will be provided to improve occupant comfort in areas with large windows and increased heating loads. Installation of either perimeter electric baseboard heat, hot water/fin-tube or hot water radiant floors shall be provided for the full length under windows. HVAC systems which utilize ductwork to provide heating can utilize slot style air diffuser over windows in place of the additional perimeter heat, to deal with increased heat loss through windows. The baseboard/fin-tube required heat may be controlled by the zone thermostat or an independent thermostat with interlocking to prevent operation in summer.

## **DUCTWORK**

All ductwork shall be fabricated of galvanized sheet metal designed and installed in accordance with the SMACNA HVAC DUCT CONSTRUCTION STANDARDS for 2 inches W.G. static pressure for duct mains, and 1 inch W.G. static pressure

for branch ducts. Reference the 2006 IMC – Section 600. Reference the 2006 IMC for Smoke Detection Systems Control – Section 606. All supply and return ductwork shall be externally insulated with fiberglass wrap or fiberglass board insulation of not less than 2 inches thick with external foil wrap barrier. Ductwork constructed of fiberglass duct board or internally insulated sheet metal ductwork shall not be used, even if allowed by code. Internal insulation used on discharge air metal ductwork, needed for the sound control of air handling units, shall be acceptable. The ductwork shall be adequately and properly designed to prevent unobtrusive noise levels in the occupied space using turning vanes on 90° turns. Insulated flex duct up to 8 feet in length may be used from the branch duct to the air diffuser. Flex ductwork shall be supported as per current S.M.A.C.N.A. – HVAC DUCT CONSTRUCTION STANDARDS. (Flex-duct shall not rest on top of drop-in ceiling grid system.) Air diffusers shall be sized for each space to provide proper air throw, but shall produce minimal air noise. Each diffuser shall have an integral adjustable damper to control air flow. The air diffusers utilized shall be designed for the HVAC system application. The air diffusers can be constructed of metal or PVC, and should be easy to clean and tolerant to moisture. Upon the completion of construction and before occupancy, the HVAC system shall be air balanced by a TABB certified air balancing contractor. Full documentation of the test results shall be provided to the DGS, BRE for review and acceptance.

## **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 F. 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.

### **PIPING**

Piping below grade (more than 5' outside building) shall be set in ASCE bedding, with carefully compacted stone bedding and selected compacted backfill to an elevation 6" above top of pipe. Sanitary sewer shall be service weight cast iron hub and spigot, lead and oakum or elastomeric joints, cast iron fittings or PVC gravity sewer pipe conforming to SDR-35 and ASTM D-3034 PVC fittings. Potable water piping shall be ductile cast iron, cement lined, mechanical joint ASTM A-377, Class 150, ANSI A21.51 and cast iron fittings ANSI A21.10 cement lined; or Class 150 ring-title PVC water pipe (SDR 13.5) ASTM D-2241, Product Standard PS 22-70 long term hydro of 4:1; or Type K copper. Storm sewer shall be same as sanitary sewer. Piping below grade (within 5' of building or under slab) shall be set in bedding and backfilled as specified in paragraph above. The sanitary sewer shall be service weight cast iron hub and spigot with lead and oakum or elastomeric joint. Piping above grade including sanitary, waste, and vent system shall be cast iron, hub and spigot with lead and oakum or "no hub" or elastomeric compression type. Vents 2" or less may be galvanized steel, copper or PVC DWV system. The hot and cold water piping shall be Type L Hard, with wrought copper fitting. System shall be equipped with drain at low point and vent at high points. Provide shutoff valves at each cold and/or hot water connection to each fixture and at each branch connection. The water line servicing the building shall be valve and installed in an approved cast iron extension box. Clean outs shall be provided every 50' on horizontal drains and at the end of each horizontal branch.

## 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.

## TOILET PARTITIONS

Provide metal toilet partitions as manufactured by Accurate Partitions Division, United States Gypsum Co., American Sanitary Partitions Corp., Global Steel Product Corp., or equal. Sheet steel shall be ASTM A591, Class C. galvanized-bonderized 20-gauge with pilaster shoes AISI Type 302/304, 20-gauge stainless steel, 3" high, finish shall match hardware. Furnish shoes at each pilaster. Manufacturer's standard, heavy-duty operating hardware and accessories, non-ferrous cast alloy with satin chrome finish.

## 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 G. VOICE/DATA REQUIREMENTS

*Refer to Using Agency Building Specifications (Attachment C)*

## SECTION H. JANITORIAL

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
<b>ENTRANCE / VESTIBULE</b>							
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					
<b>LOBBY/WAITING AREA</b>							
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						

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
13. Clean doors; sanitize door handles, knobs and other metal surfaces.		X					
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						
<b>ELEVATORS</b>							
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					
<b>STAIRWELLS</b>							
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					
<b>HALLWAYS</b>							
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				
6. Dust all grills, vents, louvers and diffusers.			X				

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
7. Spot clean walls and Light switches.		X					
8. Clean and polish drinking fountain.		X					
<b>CONFERENCE ROOMS, TRAINING, MULTIPURPOSE ROOMS</b>							
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
<b>OFFICE AREA</b>							
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						

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
13. Clean water coolers. If included in the LEASE, ensure paper cups are restocked and a supply is available to the LESSEE.		X					
<b>PRIVATE OFFICES</b>							
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					
<b>RESTROOMS</b>							
1. Sweep and wet mop tile floors in restrooms using appropriate cleaner.		X					
2. Spot clean tile floors.	X						
3. Seal grout.					X		
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						

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
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						
<b>LUNCH, BREAK ROOM, KITCHENETTE</b>							
1. Wash all counter surfaces, sinks, and table tops with antibacterial disinfectant.	X						
2. Clean kitchen cabinets inside and out. Wipe down outside of cabinets with a damp cloth and a disinfectant.					X		
3. Vacuum all carpeted areas.		X					
4. Spot vacuum carpets.	X						
5. Steam clean carpeting in high traffic areas.					X		
6. HEPA vacuum all offices.					X		
7. Sweep and wet mop tile floors.	X						
8. Spot clean carpets or tile floors.		X					
9. Apply nonskid wax and buff tile floors.							X
10. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X		
<b>VENDING AREA</b>							
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						
<b>OFFICE WALLS</b>							
1. Dust all ceilings and light fixtures.				X			
2. Remove and dust pictures, charts, etc. from walls. Dust walls and re-hang pictures.					X		

	Daily	Weekly	Monthly	Quarterly	Semi-Annually	Annually	As Needed
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
<b>MISCELLANEOUS</b>							
3. Clean janitor's sink and neatly store cleaning equipment and supplies in designated locations.	X						

## SECTION I. DIAGRAMS

*Refer to Using Agency Building Specifications (Attachment C)*



## **Attachment C**

### **Pennsylvania State Police General Specifications & Space Design Criteria**

For the  
FRONT STREET DRUG LAW  
GROUP



DATE: 08/06/2018

Document includes specifications for Telephone Section dated 5/11/2018

**\*Some items have been removed to accommodate the Bureau of Real-Estate**

**SECTION A - BUILDING REQUIREMENTS\***

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

**SECTION B - MATERIALS AND ARCHITECTURAL DETAILS\***

- 1 – Bullet Resistant Specifications

**SECTION C - STORAGE FACILITIES\***

- 1 – Hardened Supply Storage

**SECTION D - SPECIAL FACILITIES\***

- 1 - Rest Rooms/Locker room

- **SECTION H - FIRE ALARM, SECURITY\***

- 1 - Fire Protection
- 2 – Security Monitoring

- **SECTION J - ELECTRICAL SYSTEM CRITERIA AND COMPONENTS\***

- 1 – Telecommunications
- 2 – Enterprise Network Data Cabling & Electrical Requirements

- **SECTION M - CONSIDERATIONS**

**SECTION A - BUILDING REQUIREMENTS**

**1 - OFFICE SPACE & RELATIONSHIPS**

This information shall be used in the layout for the facility, proposed or renovated. Various law enforcement functions require proper grouping to permit the facility to operate in an efficient manner. These offices shall be grouped by function. in the following: The accompanying generic floor plan depicts these relationships.

**2 - SUPPORT SPACES**

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

**3 - PARKING**

Space shall have 13 parking spaces minimum.

**4 - RESTROOMS**

Restrooms shall be provided within the leased space and sized in accordance with the Restroom Fixture Schedule within. There will be one ADA shower installed in the rest room. The toilet fixture schedule specified below shall be calculated with an approximate percentage breakdown of men and women for each floor occupied by the agency, for each sex.

	FIXTURE PER FLOOR	
Number of Men* / Women	Water Closets	Lavatories
1 - 15	3	1

**5 - EMERGENCY SERVICES**

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

**6 - LOCKING SYSTEM**

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

**SECTION B - MATERIALS AND ARCHITECTURAL DETAILS**

- 2.5.4 The exterior vestibule door(s) at the employee entrance(s) shall be a level 5 (Five) bullet resistant door system with a 4X36” light on the door opening side.
- 2.5.5 Access Control Product as manufactured by Sargent or equal product. The equipment for each employee entrance shall include a Push Button / Proximity Lock model 10-8278 PKL, 500 user keypad lock including a key override. The device must comply with the American with Disabilities Act, be weather resistant and designated for high frequency use,

compatible with panic hardware (Sargent single panic hardware PR 8877 x ETL, finish 32 D. Each unit must include all necessary items to make a complete application that is fully functional prior to occupancy by the Lessee. Items may be purchased from the following supplier A.G. Mauro Company, Harrisburg Pa. 717-938-4671, extension 134. A hardened closet for the office secure storage shall have ½"plywood covered with drywall and finished.

## **HARDWARE:**

All hardware for windows and doors, interior and exterior shall be rustproof and hard wearing. Door hardware shall be in compliance with ADA requirements, and installed as previously specified. All doors interior and exterior will be lockable (with the exception as noted in Section 2.5.10). Floor or wall mounted door stops shall be installed on all doors. All exterior doors must latch and must be able to be locked with a key in case selected operating device fails.

**Doors must be secured with a UL 437 listed keyed lock set**

The Secure storage area is required to be **secured with a UL 437 listed keyed lock set.**

## **2.8 RENOVATION REQUIREMENTS:**

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

## **3.4 EXTERIOR DOORS**

All exterior doors and frames shall be level 5 bullet resisting door systems. On each side of the exterior doors, Four feet from the edge of the door frame, the walls will be hardened by using fiberglass bullet resisting materials under the drywall.

## **SECTION C - STORAGE FACILITIES**

### **1 - SUPPLY STORAGE**

A central storage room shall be provided consisting of, free standing industrial grade metal shelving, provided by the LESSOR. The room is to be used for the storage of automotive equipment and supplies, office supplies, forms, publication storage, and storage of assorted bulk items, i.e. road flares.

Section D-5; Exterior Storage Building will be used to store items that are not affected by temperature and humidity changes such as tires and other equipment. The LESSOR must provide shelving and tire racks as

manufactured by Lyon or an equal product.

#### **4 - JANITORIAL CLOSET**

A Janitorial Closet shall contain a Utility Sink as well as shelving and racks for cleaning equipment to meet the needs of the facility.

### **SECTION D – VEHICLE & SITE FACILITIES**

#### **1 - PARKING**

Parking for 13 vehicles is required and shall be located adjacent to the facility.

### **SECTION H - FIRE ALARM, SECURITY**

#### **1 - FIRE PROTECTION**

The LESSOR shall provide hand-held ABC substitute fire extinguishers in areas of concentrated electrical / electronic equipment as designated by the LESSEE. The fire extinguishers need to be at least 5 lbs. in size, placed near all exits, Telephone/ Server Room, Communications Room, Storage Room, and Kitchen. Install at least six (6) fire extinguishers or additional as required by code.

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

Fire extinguisher cabinets shall be the Vista Series as manufactured by Larsen's Manufacturing Company or equal products of another manufacturer.

Provide and install smoke detectors that are UL and FM approved. Smoke detectors shall be placed in Corridors, Evidence Rooms and Storage Room. Smoke detectors shall provide audible and visual warning to comply with ADA, and must be tested annually.

Municipal codes may require a fire alarm system to be installed in the facility. Where this is required the LESSOR shall be responsible to provide and maintain the system.

#### **2 – SECURITY MONITORING SYSTEM**

The LESSOR shall provide and maintain a fully operational security monitoring system with cameras, cabling, power etc. to observe and record activity at all of the building entrances, the parking lots, vehicle impound area and the perimeter of the facility. The Communications Room is the designated area to observe the security equipment which includes the monitor, multi-plexer and digital recorder, the LESSOR will be required to maintain the system as well as all costs involved. Observation of neighboring property is prohibited.

### **SECTION J - ELECTRICAL SYSTEM CRITERIA AND COMPONENTS**

#### **1 - ELECTRICAL POWER DISTRIBUTION**

Characteristics to be provided to the LESSEE include:

115 volt, 60Hz, with common ground and surge protection  
**120/240 VAC, 60Hz, 1 Ph.**

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

115 volt, 60Hz with Isolated Ground and Surge Protection

The LESSOR must provide electrical power to all work stations; this includes all connections required by a furniture vendor to make the work station units operational. **At each proposed work station a minimum of four (4) outlets are needed (a quad outlet or 2 duplex outlets). The outlet designated for the computer is in addition to the (4) general outlets.**

The Lessor shall supply 115V, 20A, 60Hz, identified isolated ground circuits to work stations in the following circuit configuration:

- ( a ) No more than FOUR (4) personal computers per 20 amp circuit.
- ( b ) No more than TWO (2) laser printers per 20 amp circuit. Printers will not be located at each computer, several work station computers will be connected to a printer. A guide to use would be a printer for every 8 computers, the locations of printers will be determined. (approved by Bob Flynn summer 2013)
- ( c ) No more than ONE (1) multi-function copier, scanner fax unit per 20 amp circuit
- ( d ) No more than FOUR (4) utility receptacles per 20 amp circuit.

Duplex wall outlets must be provided in all rooms in addition to the dedicated outlets that are identified the distance between wall outlets shall not **exceed code**. The only exception to this is the Evidence Room that is addressed in Section D, item 3.

The Telephone / Server Room requires general use electrical outlets in addition to those identified in the attached Pa. State Police Communications Specifications.

The Lessor must provide for at least 25% future electrical distribution panel circuit breaker space at the time the lease begins. In case State Police do not have funding for new furniture at the time of occupancy base the electrical needs upon the number of work stations shown on the generic floor plan. The electrical panels or sub-panels must include the future growth percentage after the furniture is installed.

Conduits, boxes and pull strings and cabling must be provided and installed as identified in Section J-3 and Section J-4, See additional Electrical requirements found in:

- a. SECTION J, item 4 – Enterprise Network Data Cabling & Electrical Requirements
- b. Communications Specifications (separate attachment)

### **Building Telephone Cabling Requirements**

Each telephone outlet box must have a ¾" conduit from the box inside the wall extending above the ceiling level and have a pull string in it. Must be grouped with electrical outlets. All locations will be approved by the Bureau of Information Technology.

1. Lessor must provide a Category 6 cable to each outlet box (unless otherwise specified), and home-run to Phone/Server room and terminated on patch panels.
2. All locations will be pre-approved by the Bureau of Information Technology.
3. Termination of cables must be completed using Category 6 rated jacks. Labeled numerically.
4. Termination of cables in Phone/Server room on patch panel(s) and labeled numerically.
5. All cables must be tested and properly numerically labeled and documented on the wiring print prior to the scheduled move day.

**The landlord is responsible to provide, install and complete the following:**

1. A ¼ inch conduit from the box inside the wall extending above the ceiling level with pull string, and grouped with electrical outlets.
2. Category 6 cable, home-run, from each outlet box to Phone/Server room.
3. Terminate cables within wall boxes using Category 6 rated jacks and label numerically.
4. Terminate cables in Phone/Server room on a patch panel and label numerically.
5. Test all cables, label, and document on the wiring print prior to the scheduled move day.

**4 - ENTERPRISE NETWORK DATA CABLING & ELECTRICAL REQUIREMENTS**

This specification will provide the LESSOR with the requirements for Pennsylvania State Police Enterprise Network Data cabling. The chart below is the **minimum number** of data and telephone locations required for the specific sized facility. The totals include the additional data locations for Megan’s law.

Examples:

<b>FACILITY SIZE</b>	<b>Telephone Conduits</b>	<b>Enterprise Conduits &amp; Cable</b>
Small facility	(50)	plus (63)

Refer to the **QUANTITY SUMMARY** to determine the size standard of this facility.

Conduits must have boxes and pull strings provided for the enterprise network.

The actual number of data drops installed in a Pennsylvania State Police facility will vary depending on individual station requirements.

**GENERAL INFORMATION**

When a move from an old station to a new station occurs the primary goal is to minimize the downtime of the PSP Enterprise Network. It is especially critical to restore service to the Communications Room terminals in

particular as they have a direct bearing on both public and officer safety. It cannot be stressed strongly enough that on the day the move occurs the lessor must have accomplished the following goals prior to the date of the move:

1. All data drops in the building must be installed and tested prior to the moving date.
2. The (4) 20 amp circuits must be installed and operational prior to the moving date. (SAME CIRCUITS AS IDENTIFIED IN THE ELECTRICAL SECTION IN THE SERVER/PHONE ROOM)

At the same time that data cabling is being punched down PSP personnel and telephone company personnel will likely be working in the cabinets to install the FRAME RELAY, ISDN and POTS lines required to connect the new location to the network.

### **SECTION M - CONSIDERATIONS**

1. The Kitchenette shall have the following appliances; a microwave, refrigerator (full size), base counter cabinets and wall cabinets, with double stainless steel sink and paper towel dispenser.  
**Stoves will not be permitted to be installed in leased buildings as stated in Management Directive 720.5 as amended January 3, 2008 non compliance will result in rent abatement.**

LESSOR shall supply to the LESSEE the names of plumber, electrician and heating and ventilating contractors who can be contacted in case of and emergency.

2. All requested changes to the specifications must be submitted in writing and shall not be changed unless **WRITTEN** approval is granted by the Director, Bureau of Staff Services, Pennsylvania State Police.

### **SECTION N – QUANTITY SUMMARY:**

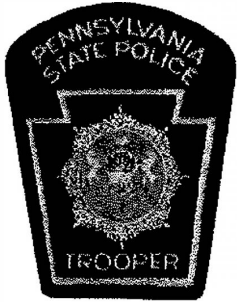
The following is a list of items that require a quantity to be provided by the LESSOR as a part of the State Police facility lease. Each item is described in greater detail in the General Specifications & Space Design Criteria.

1. 13 Total number of parking spaces including 1 parking spaces meeting Americans with disabilities act requirements.
2. This facility is considered an **Small** sized facility.
3. Pennsylvania State Police, General Specifications & Space Design Criteria dated **7/16/18** (including map of advertised area).  
Generic Floor plan for the **Harrisburg Drug Law** can be obtained by contacting The Department of General Services Bureau of Real Estate contact listed on page 1 of this packet.



## **APPENDIX E**

### **GEOGRAPHIC BOUNDARIES**



MAP DETAILS THE AREA OF ADVERTISEMENT  
FOR THE  
PENNSYLVANIA STATE POLICE  
BCI, HARRISBURG DRUG LAW,  
LOCATED IN DAUPHIN COUNTY, PENNSYLVANIA.  
BID AREA IS A 10 MILE RADIUS FROM THE  
INTERSECTION OF  
STATE STREET AND STATE ROUTE 230

