

SOLICITATION FOR PROPOSAL (SFP)
SFP #95075
Date of Issue: 9/23/20

Due Date:	Responses due no later than 3:00 PM on November 19, 2020. PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.
Tenant Agency:	Pennsylvania State Police (PSP)
County:	Mercer (Refer to Appendix E for Geographic Boundaries)
Square Footage:	14,068
Term:	15 years with 2 – five (5) year options
Type of Space:	<input checked="" type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Hangar <input type="checkbox"/> Institutional <input checked="" type="checkbox"/> Other
Parking Requirement:	The Commonwealth does not make parking a requirement of SFPs for the lease of real estate unless otherwise specified in the Agency Lease Specifications (Appendix D), however, proposers should provide information relative to the availability of private and/or public parking as well as the number of parking spaces and location of the parking if included in the proposal.
Additional Considerations:	<p>-Janitorial Services – Unless Lessor provides all janitorial services with its own employees, this requirement will be removed from the Lease and the Using Agency will be responsible for providing these services.</p> <p>-Each proposer should submit one proposal for a full-service lease and one proposal for a lease only including heat, air conditioning, water and sewer.</p> <p>-Agency Specifications, Floor-plans, and Site-plans are available from Leasing coordinator (Bidder must request-see contact information below).</p>
<p>All questions and inquiries regarding this SFP must be directed to: Leasing Coordinator: Carol Munley Phone: 717-787-7412 Email: cmunley@gmail.com</p>	
<p>Submission Instructions: The Department of General Services (DGS) will accept submission of proposals by email or by mail using the shipper of your choice. Please follow the below instructions. PLEASE NOTE, DUE TO COVID-19, PROPOSERS ARE STRONGLY ENCOURAGED TO UTILIZE THE EMAIL OPTION TO ENSURE TIMELY RECEIPT BY DGS. WE ARE NOT CURRENTLY ACCEPTING PHYSICAL DROP OFF SUBMISSIONS.</p> <p>EMAIL: Proposals must be submitted to RA-DGSLeasingSFPResponse@pa.gov. The <u>subject line</u> of the email must state the SFP#, Agency, County, Leasing Coordinator’s Name, and Due Date. All required forms must be attached to the email and the proposer must request a “send/receive” receipt.</p> <p>MAIL: Proposals must be submitted in a sealed envelope to the Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA 17125 and <u>received</u> by the Commonwealth of Pennsylvania by the due date and</p>	

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.

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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.

The Commonwealth strongly encourages the Lessor to meet with representatives from UniqueSource (the Pennsylvania marketing organization for agencies employing persons with disabilities) to explore subcontracting opportunities for supplies and services needed by the Lessor to perform the Lease. A list of all supplies and services that are currently provided by UniqueSource can be found at the following link: [UniqueSource Carve-Out List](#).

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 1.25 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 detailed in Paragraph 1.31 of the Standard Terms & Conditions.

SUBMISSION OF PROPOSALS

To be considered, interested parties must comply with all of the requirements of this SFP. An interested party will make no other distribution of the proposal. An official who is authorized to bind the interested party to its provisions must sign the proposal. For this SFP, the conditions of the proposal must remain valid for at least ninety (90) days from the end date of this SFP or until a lease is fully executed. **Moreover, the contents of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.**

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

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

SELECTED PROPOSAL

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

SELECTION OR REJECTION OF PROPOSAL

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

INCURRING COSTS

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

AMENDMENT TO THE SFP

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

DISCLOSURE OF PROPOSAL CONTENTS

- **Confidential Information.** The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of proposers' submissions in order to evaluate proposals submitted in response to this SFP. Except as provided herein, proposers should not label proposal submissions as confidential proprietary, or trade secret protected. Any proposer who determines that it must divulge such information as part of its proposal must submit a signed written statement as described below and must additionally provide a redacted version of its proposal, which removes only the information the proposer considers to be confidential proprietary or trade secret, for required public disclosure purposes.
- **Commonwealth Use.** All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned to the proposer only at the issuing office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a lease. Notwithstanding any proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
- **Public Disclosure.** After the award of a lease pursuant to this SFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt from disclosure under 65 P.S. § 67.708(b)(11).

NEWS RELEASES

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

FACILITY ACCESS

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

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

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

APPENDIX A

PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

APPENDIX A

PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

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

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

Check Mark	Document	Please explain if NOT included (<i>attach documentation if needed or appropriate</i>)
<p><i>The following forms are available electronically at the following link or by clicking on the form name below:</i> Leasing Forms</p>		
	GSRE-19, Proposal to Lease Space to the Commonwealth	
	GSRE-6, Lessor Identity Disclosure	
	GSRE-47, Agency Agreement/Limited Agent Authority <i>*if applicable (required if an agent is involved in any way or if the payee remittance address differs from the Lessor address disclosed on the GSRE-6)</i>	
	GSRE-42M, Contractor Responsibility Certification	
	GSRE-61, Non-Disturbance and Attornment Agreement, (if applicable)	
<p><i>In addition to the forms listed above, please submit the following documents</i></p>		
	Appendix A, Proposal Checklist and Acknowledgment	
	Appendix B, Small Diverse Business (SDB) and Small Business (SB) Participation Submittal, SDB/SB Letter of Intent, if applicable.	
	Proposer acknowledges the proposal is based upon requirements to pay Prevailing Wages , if applicable, in accordance with Section III, Paragraph 32, of the Standard Terms & Conditions.	
	Proof of Site Control (<i>BRE recommends proposers obtain and maintain site control for the proposed property for a minimum period of 180 days from the end date of this SFP in order to allow sufficient time for site selection by the tenant agency, negotiations, processing and lease execution</i>).	
	An Area Map that identifies the building location, major arterials, and public transportation routes, etc.	
	Estimated Construction Schedule to include a timeline for producing a test fit, permitting approvals, construction, etc.	
	Disclose Flood Plain Status , if applicable. (50 yr., 100 yr., 500 yr., etc.)	
	Drawings – Site Plan(s), floor plans, elevations, building sections	
	Photographs – marked and labeled for easy reference	
	Additional supporting attachments/documents if needed and/or appropriate.	

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

Print Name

Signature

Date

APPENDIX B

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

SDB AND SB LETTER OF INTENT

APPENDIX B (part 1)

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

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

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

A Small Business must meet each of the following requirements:

- The business must be a for-profit, United States business;
- The business must be independently owned;
- The business may not be dominant in its field of operation;
- The business may not employ more than 100 full-time or full-time equivalent employees;
- The business, by type, may not exceed \$38.5 million in gross annual revenues over the preceding three years.

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:
<https://www.dgs.pa.gov/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:
<https://www.dgs.pa.gov/Small%20Diverse%20Business%20Program/Small-Diverse-Business-Verification/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.internet.state.pa.us/suppliersearch>.

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

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

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

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

Proposers that wish to receive consideration for making commitments to and/or that qualify as Small Diverse Business or Small Business are required to submit the Small Diverse Business and Small Business Participation Submittal Form (**Appendix B-part 1**) and related Letter(s) of Intent (**Appendix B-part 2**). 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.** To receive consideration for Small Diverse Business or Small Business commitments (or consideration for the proposer's own status as a Small Diverse Business or Small Business), the Small Diverse Business or Small Business must be listed in the Department's directory of self-certified Small Businesses and verified Small Diverse Businesses as of the proposal due date and time.
- F.** 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 #:

Lessee:

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

Address:

503 North Office Building
Harrisburg, PA 17125

Lessor Contact:

Phone: / Mobile:

Fax:

Email:

DGS Bureau of Real Estate

Phone: 717-787-4394

Fax: 717-783-0570

Premises Address

Street:

City: State: Zip Code:

County: Choose an item.

Usable Area (Sq.Ft.):

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: years

No. of Renewal Options: Length of Option Terms: Notification Period to Exercise Options: days

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

Option One: \$ Option Two: \$

Termination Notification Period: days

Property Management:

Contact Name:

Phone: / Mobile:

Email:

Utilities Provided by Lessor:

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

Services Provided by Lessor:

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

CONSTRUCTION/RENOVATIONS

Construction Period (if applicable): days (from Lease Execution Date)

This Lease is comprised of the following documents: Lease Cover Sheet; Lease Terms and Conditions (Section 1); Service and Maintenance (Section 2); Standard Building Construction Requirements (Section 3); Agency Space Requirements (Section 4); and all Exhibits

Amortized Construction Costs (if any): \$ _____ *(applies to Paragraphs 1.6 and 1.7 of the Lease)*

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 the following documents: Lease Cover Sheet; Lease Terms and Conditions (Section 1); Service and Maintenance (Section 2); Standard Building Construction Requirements (Section 3); Agency Space Requirements (Section 4); and all Exhibits

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 the following documents: Lease Cover Sheet; Lease Terms and Conditions (Section 1); Service and Maintenance (Section 2); Standard Building Construction Requirements (Section 3); Agency Space Requirements (Section 4); and all Exhibits

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DEFINITIONS

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 5 percent (5%) of the preceding year's Additional Rent, to cover increases or decreases in the costs of real estate taxes, utilities, trash removal, insurance, and janitorial services. The actual amount of the annual adjustment (increase or decrease) shall be determined by applying the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Cities Index 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.

Amenity Areas

A portion of a property/building address that adds a convenience for the occupants of a floor or building and that is not used exclusively by any one occupant. Refer to the most current version of the American National Standards Institute/Building Owners and Managers Association (ANSI/BOMA) standards at the time of lease execution. Amenity Areas are not included in the Rent.

Base Rent

Negotiated rent, not including Additional Rent, due to the Lessor. The Base Rent shall include pricing for Tenant Improvements (TIs) for the initial build-out of the Premises, which is to be completed prior to Lease Commencement unless lump sum payment is otherwise specified.

Commencement Date

The mutually agreed upon date established by Lessor and Lessee at the time the Premises is 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), a sample of which is attached hereto as Exhibit 1. The Commencement Date is the date rental payments commence; therefore, it is recommended that this date be either the 1st or the 15th of any given month. The Commencement Date is also considered the Lease anniversary date for the purpose of calculating the annual CPI adjustment.

Consumer Price Index (CPI)

An economic indicator used to increase or decrease the Additional Rent. Refer to the CPI Detailed Report published by the U. S. Department of Labor, Bureau of Labor Statistics. The CPI-U, NE Cities Index reported four (4) months prior to each anniversary of the Commencement Date shall be used to determine the amount of the adjustment to the Additional Rent.

DGS/BRE

Commonwealth of Pennsylvania, Department of General Services, Bureau of Real Estate.

Execution Date

The Execution Date shall be the date the Lease is signed by the Secretary of the Department of General Services after all other approvals have been obtained. This date shall be entered on the appropriate line of the first page of the Lease Cover Sheet.

Expiration Date

The Expiration Date shall be the end of the term specified in relationship to the Commencement Date, and thus entered on the Lease Cover Sheet and automatically updated per subsequent renewals and/or amendments.

Initial Term

The Initial Term shall be the number of years the Lease is in effect as identified on the Lease Cover Sheet that begins on the Commencement Date.

Lease

The binding contract granting use and occupancy of the Premises in exchange for Rent between the Lessor and Lessee, which is collectively comprised of the following: Lease Cover Sheet; Lease Terms and Conditions (Section 1); Service and Maintenance (Section 2); Standard Building Construction Requirements (Section 3); Agency Space Requirements (Section 4); and all Exhibits.

Lease Amendment

A written agreement between the Lessor and the Lessee modifying the terms and/or conditions of the Lease.

Lease Cover Sheet

The cover page of the Lease, which shall include, but not be limited to, the name, address and contact information of the Lessor, name, address and contact information of the Lessee, leased Premises address, Rental Rate, Useable Area, initial lease term, renewal option terms, and any clarifying language or modification to the Lease above and beyond the standard language contained in the Lease.

Leasehold Improvements (LHI)

Additions, alterations, or improvements to the Premises, undertaken at the request of the Lessee, which occur after the Execution Date of the Lease. This includes improvements requested by Lessee, but which are not part of the original Tenant Improvements.

Leasehold Improvement Change Order

A document signed by the Lessor, and approved by DGS/BRE, that documents the Lessor's approval of the Leasehold Improvement(s) and agreement 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 in exchange for payment by Lessee. A sample of this document is attached hereto as an Exhibit.

Leasehold Improvement Consent Form (STD-539)

A document signed by the Lessor and approved by DGS/BRE that documents the Lessor's approval of the Leasehold Improvement and provides authorization for the Lessee and/or Lessee's contractor to complete the requested improvement(s) at Lessee's sole cost and expense. A sample of this document is attached hereto as an Exhibit.

Lease Year

Each successive twelve (12) month period beginning on the Commencement Date.

Lessee

The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency as assigned by DGS/BRE.

Lessor

The party that has the legal right and ability to lease the Premises to the Lessee.

Pre-Construction Meeting

Meeting held between the Lessee and Lessor, to include but not be limited to both parties' agents, 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.

Preliminary Design Site Visit

Meeting held between the Lessee and Lessor, to include but not be limited to both parties' agents, employees, licensees or invitees, after a lease or amendment is fully executed, but prior to the completion of a preliminary design, to coordinate the build-out and the Using Agency's specific requirements with the existing conditions.

Premises

The property or part of the property located at the Premises address identified on the Lease Cover Sheet, more specifically described on the plan and/or specifications attached to the Lease and consisting of the amount of Usable Area identified on the Lease Cover Sheet, together with Amenity 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 documents, signed and dated by Lessor and Lessee, in order to accurately depict the Premises.

Rent

The payment made to the Lessor by the 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.

Rental Rate

The sum of the Base Rent and the Additional Rent as set forth on the Lease Cover Sheet.

Tenant Improvements (TIs)

Additions, alterations or improvements to the Premises and/or Amenity Areas, undertaken by the Lessor prior to Commencement of the Lease, and in accordance with Sections 3 and 4 of the Lease. The cost of TIs is typically amortized into the Base Rent. TIs over and above those stated in the Lease must be memorialized and paid for via a Lease Amendment or Settlement Agreement.

Termination Date

The date the Lease is terminated with prior notification from either party to the other. The required notification period is identified on the Lease Cover Sheet.

Usable Area

The total space being occupied and paid for solely by the Lessee. Refer to the most current version of the ANSI/BOMA Office Area (ABOA) standard(s) for measuring buildings at the time of lease execution.

Using Agency

The Commonwealth of Pennsylvania department, agency, office, board, or commission assigned by DGS/BRE, at its sole discretion, to occupy the Premises.

BACKGROUND

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 that cannot be properly and adequately accommodated with offices, rooms, and accommodations in the Capitol buildings.

Lessee desires to lease the Premises from Lessor for use by the Using Agency upon the terms and conditions set forth in the Lease.

In consideration of the following mutual promises and intending to be legally bound hereby, Lessor and Lessee agree to the following terms and conditions.

1 TERMS AND CONDITIONS

1.1 Incorporation of Definitions and Background Clauses

Any and all Background clauses, Definitions, and Exhibits are incorporated into the Lease by reference.

1.2 Premises

- 1.2.1 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.
- 1.2.2 The building shell, which includes the base structure and building enclosure components, shall be designed, constructed, and maintained in accordance with the standards set forth herein and completed prior to acceptance of the Premises.
- 1.2.3 Base structure and building enclosure components shall be complete. All Amenity Areas accessible by the Lessee such as lobbies, fire egress corridors and stairwells, elevators, garages, and service areas, shall be complete. Restrooms shall be complete and operational. All newly installed building shell components, including but not limited to, heating, ventilation, and air conditioning (HVAC); electrical, ceilings; sprinklers; etc., shall be furnished, installed, and coordinated with TIs. Circulation corridors are provided as part of the base building only on multi-tenanted floors where the corridor is common to more than one tenant. On single-tenant floors, only the fire egress corridor(s) necessary to meet code is provided as part of the shell.
- 1.2.4 The Usable Area shall be subject to verification in accordance with the ABOA standards. Lessee shall have the right to use any space within the Premises in excess of the Usable Area without the requirement to pay any additional rent, costs, or charges. In the event the actual square footage is less than the Usable Area, then Lessee shall have the right to the following:
 - a. Reduce the amount of Usable Area and pay for the reduced amount of the Usable Area, which must be memorialized by a fully executed Amendment; or
 - b. Terminate the Lease without liability for any costs or future rent, if Lessee determines, in its sole judgment, that the actual amount of Usable Area provided is insufficient to meet Lessee's needs.
- 1.2.5 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.

1.3 Renewal Options

Lessee, at its sole discretion, shall have the option to renew this Lease for additional term(s) as set forth on the Lease Cover Sheet. In order to exercise an option, Lessee must give Lessor prior written notice, as set forth on the Lease Cover Sheet, before the expiration of the then current term. The Rental Rate for each option term shall be calculated by adding the then current Additional Rent to the Base Rent for the option term.

1.4 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, 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 prior written notice, as set forth on the Lease Cover Sheet, of its intention to terminate the tenancy.

1.5 Non-Appropriation/Cancellation

It is understood and agreed upon 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 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(s) of court, then the Lessee shall have the right to cancel this Lease by giving one (1) month prior written notice. If the Lease is canceled pursuant to the provisions of this paragraph, and if the Using Agency's annual appropriations permit, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease, at the 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 or subsequent Lease Amendments, when applicable.

1.6 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 paragraph whenever the Lessee shall determine, in its sole discretion that such termination is in the best interest of the Lessee. In order to terminate the Lease under this paragraph, 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 50 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. The total amount of amortized costs is set forth on the Lease Cover Sheet and/or subsequent Lease Amendments, when applicable.

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 paragraph.

1.7 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.

1.8 Rent

- 1.8.1 Lessee shall pay Lessor Rent for the use and occupancy of the Premises. The Rental Rate for all succeeding Lease Years, including any option terms, shall be annually adjusted by the Lessee in accordance with the CPI adjustment, which adjustment (decrease or increase) is applied to the Additional Rent for the then current Lease Year.
- 1.8.2 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.
- 1.8.3 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>.
 - a. 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.
 - b. Lessor hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent, which shall not be deemed an Event of Default by Lessee.
- 1.8.4 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. 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 or interest.

1.9 Taxes

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

1.10 Lessee's Alteration Rights/Leasehold Improvements (LHI)

For the life of the Lease, Lessee must be offered the option to upgrade existing space for operational use, or to make additional alterations and renovations to the Premises Any and all Leasehold Improvements requested by Lessee, and agreed upon by Lessor, for the life of the Lease, shall be approved by both Lessor and Lessee through the full execution of either a Lease Amendment, LHI Consent Form, or LHI Change Order, whichever is applicable as determined by DGS/BRE, prior to the commencement of any LHI. Lessor shall not unreasonably withhold approval.

1.11 Utilities and Services

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 utilities and services set forth on the Lease Cover Sheet in accordance with Section 2 of this Lease.

1.12 Maintenance and Repairs

Lessor shall, at its sole cost and in return for Rent paid by Lessee, 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 in accordance with Section 2 of this Lease.

1.13 Certificate of Occupancy

- 1.13.1 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.
- 1.13.2 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 Regulatory Requirements in relation to occupancy.

1.14 Insurance

- 1.14.1 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:
 - a. 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.
 - c. General 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 untenantable condition of the Premises. The limits of such insurance shall be in an amount not less than five hundred thousand dollars (\$500,000) per each person and two million dollars (\$2,000,000) per each occurrence. Such policy shall name the Commonwealth of Pennsylvania as an additional insured.
 - d. 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) a Builders Risk Coverage 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.

- e. Property: At all other periods during the term of the Lease, Lessor shall provide Commercial General Liability or equivalent property insurance covering the Premises and appurtenant structures and improvements up to the full replacement cost thereof, including all fixtures, equipment, machinery, and apparatus that 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.

1.14.2 At all times when Lessor is obligated to maintain insurance coverage as provided in this paragraph. Lessor shall comply with the following requirements:

- a. 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 for the past five (5) 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.
- b. 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.
- c. 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 Premises, in the locality of the Premises. 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 this Lease 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 or certificate holder status 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.
- d. 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.
- e. 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.
- f. 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 prior written notice has been given to Lessee.
- g. All liability insurance to be maintained by Lessor shall be on an occurrence basis.

1.14.3 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 Premises to carry commercial reasonable limits of liability insurance to respond to liability exposures associated with such other tenants' occupancy of the Premises.

1.15 Hold Harmless

Lessor shall save and hold harmless Lessee, and its officers, agents, and employees, 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 any of the following:

- 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;
- b. Any actual or alleged defective, dangerous or untenantable condition of the Premises;
- 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;
- d. Any breach of any of the covenants, representations, or warranties of Lessor contained in this Lease;
- e. Any personal injury, death, or damage to property caused by Lessor, its employees, agents, or contractors.

1.16 Liquidated Damages

Unless Lessee has agreed, in writing, to an extension of the completion date for the construction or substantial rehabilitation of the Premises, if Lessor fails or refuses to comply with the provisions in this Lease, 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. 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.

1.17 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 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 untenantable 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 untenantable.

1.18 Encumbrances

Lessor covenants 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; that Lessee shall enjoy peaceful and uninterrupted possession of the Premises during the term of this Lease; and that Lessor shall execute and provide to Lessee and any mortgagee that 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.

1.19 Regulatory Requirements

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"). 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.

1.20 Vending

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. Lessor shall not install or operate any vending machines in the Premises unless agreed upon by the Lessee. If the Premises are located in a multi-tenant building, Lessor may install vending machines in the Amenity Areas of the building. All receipts from the operation of vending machines, except for those machines installed by Lessor in Amenity Areas, 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 Lessee Employment Fund for the Blind, as required by the Little Randolph-Sheppard Act, 71 PS §§ 580.1-20.

1.21 Asbestos

- 1.21.1 Lessor represents and warrants that the Premises and/or Lessor's building and building systems or components serving 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 Regulatory Requirements, at Lessor's sole expense. Any asbestos or asbestos-containing materials not properly encapsulated or enclosed discovered in or on the Premises at any time during the lease term shall be professionally removed or remediated by the Lessor, in compliance with all Regulatory Requirements, at Lessor's sole expense.
- 1.21.2 Lessor agrees to protect, indemnify, and hold 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, the building or any of the building systems or components serving the Premises.

1.22 Assignment by Lessor

- 1.22.1 Lessee shall not be obligated to recognize any assignment or other transfer of the Lease by Lessor, nor shall Lessee be obligated to pay 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, by Lessee, subject to approval by the Board of Commissioners of Public Grounds and Buildings, and execution by the Secretary of the Department of General Services; and which approval shall not be unreasonably withheld.
- 1.22.2 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.
- 1.22.3 Lessor must cooperate with Lessee in providing, within a timely manner, all required applications, documents, and other information required to enable Lessee to assess and act upon Lessor's request for approval.

1.23 Assignment and Subletting by Lessee

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. 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. Lessee will not be released from liability as a result of any assignment or sublease.

1.24 Right to Know Law Requirements

The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease.

- 1.24.1 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.
- 1.24.2 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:
 - a. 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 \
 - b. Provide such other assistance as Lessee may reasonably request, in order to comply with the RTKL with respect to this Lease.
- 1.24.3 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.
- 1.24.4 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.

- 1.24.5 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.
- 1.24.6 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.
- 1.24.7 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.
- 1.24.8 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.

1.25 Payments of Prevailing Minimum Wages

- 1.25.1 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 ("Secretary").
 - 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.
- 1.25.2 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 for rates for additional or different classifications.
- 1.25.3 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 that 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.
- 1.25.4 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:
 - a. The name of project.
 - b. The name of the Using Agency that will be the tenant in the facility.
 - c. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

- d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.
 - e. 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 Prevailing Wage Act or this title, they may file a protest in writing with the Secretary within three (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 six (6) months from the occurrence of the event creating the right.
- 1.25.5 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 two (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.
 - 1.25.6 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.
 - 1.25.7 Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits, which the Secretary has determined to be included in the general prevailing minimum wage rate, shall pay the monetary equivalent thereof directly to the workers.
 - 1.25.8 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.
 - 1.25.9 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.
 - 1.25.10 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.
 - 1.25.11 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.
 - 1.25.12 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.

1.26 Accessibility to the Premises by Individuals with Disabilities

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

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

- 1.26.1 Pursuant to federal regulations promulgated under the authority of the Americans with Disabilities Act, 28 C. F. R. § 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act that are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.

- 1.26.2 The Contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the Contractor's failure to comply with the provisions of this paragraph.

1.27 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.

- 1.27.1 **DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:
- a. **"Affiliate"** means two or more entities where (a) a parent entity owns more than fifty percent of the voting stock of each of the entities; or (b) a common shareholder or group of shareholders owns more than fifty percent of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner.
 - b. **"Consent"** means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of the execution of this contract.
 - c. **"Contractor"** means the individual or entity, that has entered into this contract with the Commonwealth.
 - d. **"Contractor Related Parties"** means any affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of 5 percent or more interest in the Contractor.
 - e. **"Financial Interest"** means either:
 - Ownership of more than a five percent interest in any business; or
 - Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
 - f. **"Gratuity"** means tendering, giving, or providing anything of more than nominal monetary value including, but not limited to, cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind. The exceptions set forth in the Governor's Code of Conduct, Executive Order 1980-18, the 4 Pa. Code §7.153(b), shall apply.
 - g. **"Non-bid Basis"** means a contract awarded or executed by the Commonwealth with Contractor without seeking bids or proposals from any other potential bidder or offeror.

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

- 1.27.2 Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of federal or state 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.
- 1.27.3 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.
- 1.27.4 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.
- 1.27.5 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.

- 1.27.6 Contractor certifies to the best of its knowledge and belief that within the last five (5) years, Contractor or Contractor Related Parties have not:
- a. Been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - b. Been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - c. Had any business license or professional license suspended or revoked;
 - d. 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
 - e. 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.
- 1.27.7 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 if becomes aware of any event that 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.
- 1.27.8 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).
- 1.27.9 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.
- 1.27.10 Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices, or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these Contractor Integrity Provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract, to include any extensions thereof. Contractor shall immediately notify the Commonwealth in writing of any actions for occurrences that would result in a violation of these Contractor Integrity Provisions. Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the 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. Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 1.27.11 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.
- 1.27.12 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.

1.28 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.

- 1.28.1 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.
- 1.28.2 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.
- 1.28.3 The Contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the Contract through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the 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 fifteen (15) days of the date of suspension or debarment.
- 1.28.4 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.
- 1.28.5 The Contractor agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Commonwealth 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.
- 1.28.6 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).

1.29 Offset Provisions

The Lessor agrees that the Commonwealth may set off the amount of any state tax liability or other obligation of the Lessor or its subsidiaries to the Commonwealth against any payments due the Lessor under any contract with the Commonwealth.

1.30 Nondiscrimination/Sexual Harassment Clause

The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees:

- 1.30.1 In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
- 1.30.2 Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.

- 1.30.3 Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the contract.
- 1.30.4 Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act or National Labor Relations Act, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 1.30.5 The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing 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 contracted services are performed shall satisfy this requirement for employees with an established work site.
- 1.30.6 The Contractor and each subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or 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.
- 1.30.7 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, regulations and policies 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 Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.
- 1.30.8 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.
- 1.30.9 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.
- 1.30.10 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.

1.31 Enhanced Minimum Wage Provisions

- 1.31.1 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.
- 1.31.2 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 percentage change in the Consumer Price Index for All Urban 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.
- 1.31.3 Exceptions. These Enhanced Minimum Wage Provisions shall not apply to employees: exempt from the minimum wage under the Minimum Wage Act of 1968; covered by a collective bargaining agreement; 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 required to be paid a higher wage under any state or local policy or ordinance.

- 1.31.4 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.
- 1.31.5 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.
- 1.31.6 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.
- 1.31.7 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.

1.32 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, with an additional copy sent via email when available. 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 Director, Bureau of Real Estate at the address listed on the Lease Cover Sheet.

1.33 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.
- b. Failure of Lessor to maintain the Premises in a safe and tenantable condition.
- c. Failure of Lessor to provide peaceful and uninterrupted possession of the Premises by Lessee.
- d. Failure of Lessor to notify Lessee of transfer of the Lease prior to receiving Lessee's written approval to assign the Lease.
- e. Failure of Lessor to perform or observe any of the obligations or any other covenants, terms, or conditions contained in this Lease.

1.34 Remedies of Lessee

Upon the occurrence and continuance of an Event of Default by Lessor, Lessee may, after giving Lessor a thirty (30) day written notice, except as modified as set forth herein, exercise one or more of the following remedies:

- 1.34.1 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/or poses a risk of material injury or damage to persons or property, and Lessee has notified Lessor of the disruption in Lessee's operations and/or risk with a reasonable request to cure within a shorter time period than thirty (30) days as to ensure that Lessee does not continue to experience disruption in their operations or further risk of damage, and Lessor fails to cure within the time period stated in said notice, then Lessee may cure, with written notice to the Lessor, the Event of Default, at Lessor's sole cost and expense in accordance with the following:
 - a. Lessor shall reimburse Lessee for 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 at a rate of 10 percent (10%) per annum from the date such costs and expenses were incurred. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure. 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. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against rent.
 - b. 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. Lessee's performance of a Lessor obligation under this paragraph shall not relieve Lessor from thereafter performing that obligation.
- 1.34.2 Terminate this Lease and the tenancy created hereby.
- 1.34.3 Abate payment of Rent for 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. Additionally, Lessee, in its sole discretion, may permanently abate the value of the service(s) not provided by Lessee.

- 1.34.4 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 after the occurrence of the Event of Default.
- 1.34.5 Lessee, in its sole discretion, may immediately and permanently abate Rent for the period Lessee is constructively evicted from the Premises.
- 1.34.6 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 (3) 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.
- 1.34.7 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.

1.35 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.

1.36 Disputes

- 1.36.1 In the event of a controversy or claim arising from the Lease:
 - a. 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.
 - b. 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.
- 1.36.2 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.
 - a. 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.
 - b. 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.
- 1.36.3 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.
- 1.36.4 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 the written determination to Lessor.
 - a. 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.
 - b. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.
- 1.36.5 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.
- 1.36.6 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.
- 1.36.7 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.

1.37 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 a 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 LHI Change Order.

1.38 Choice of Law

This Lease shall be governed by and interpreted and enforced in accordance with the laws of the Commonwealth of Pennsylvania (without regard to any conflict of laws provisions) and the decisions of the Pennsylvania courts. The Lessor consents to the jurisdiction of any court of the Commonwealth of Pennsylvania and any federal courts in Pennsylvania, waiving any claim or defense that such forum is not convenient or proper. The Lessor agrees that any such court shall have in personam jurisdiction over it, and consents to service of process in any manner authorized by Pennsylvania law.

1.39 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.

1.40 Execution

Lessor agrees and acknowledges that this Lease is subject to approval by the Board of Commissioners of Public Grounds and Buildings and final execution by the Secretary of the Department of General Services.

1.41 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.

1.42 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.

1.43 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.

1.44 Conflicts Within the Lease

To the extent that there are any conflicts between the Lease Cover Sheet, any Lease sections, and any Exhibits within the Lease, the Lease Cover Sheet shall take priority. For all other conflicts, Lessor shall maintain/construct the Premises in accordance with the most stringent standard.

1.45 Integration

This Lease, including all referenced 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 LHI Change Order signed by both parties.

1.46 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.

1.47 Surrender of Premise

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 excepted. Lessee shall remove all property belonging to Lessee, leaving 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.

1.48 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 Exhibits 1–3.

- a. Exhibit 1—Acceptance of Leased Premises Inspection Report (GSRE-42-N)
- b. Exhibit 2—Leasehold Improvement Consent Form
- c. Exhibit 3—Leasehold Improvement Change Order

EXHIBIT 1

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 _____ and find that the
(DATE)
Premises are built and/or renovated in accordance with the requirements of Lease _____, with the exception of
(LEASE #)

the following items:

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

(additional items on attached sheet, if necessary)

The _____ hereby accepts the above Premises for occupancy effective _____
(USING AGENCY) (ACCEPTANCE DATE)

and approves the _____ New Construction _____ Renovations excepting the above items.

Further, _____ agrees that _____ is to be the effective date of
(USING AGENCY) (ACCEPTANCE DATE)

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 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 timeframe, then the Lessee may, at its discretion, withhold rental payments. I hereby agree to the adjustment in the Lease and option terms described above.

(LESSOR)

Copy to DGS _____
(DATE)

Copy to Treasury _____
(DATE)

Copy to Comptroller _____
(DATE)

EXHIBIT 2

LEASEHOLD IMPROVEMENT CONSENT FORM

LEASE #: _____ (“Lease”)

FRE CONTRACT #: _____

LESSOR: _____

USING AGENCY:

PREMISES ADDRESS: _____

COUNTY: _____

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

The total cost of the Leasehold Improvement(s) shall not exceed \$_____ and shall be borne in full by Lessee³.

Lessor understands and agrees that any items installed by Lessee shall remain the property of the Lessee and be maintained by Lessee unless otherwise negotiated between the parties. Additionally, any items installed by Lessee may be removed by the Lessee, at Lessee’s discretion, provided that the Premises are restored in substantially the same condition as it was prior to completion of the Leasehold Improvement(s), ordinary wear and tear excepted.

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

LESSOR:

LESSEE:

Commonwealth of Pennsylvania, acting through
the Department of General Services

By:

By:

Print Name:

Print Name: Tracy M. Surfield

Title:

Title: Leasing Division Chief

FOR DGS/BRE USE ONLY:

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

¹ Additions, alterations or improvements made to the Premises, which occur after the Commencement Date of the Lease.
² The property, as defined and clarified in the Lease Agreement, that is owned and/or controlled by the Lessor and is leased to the Lessee.
³ The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency.

EXHIBIT 3



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

LEASEHOLD IMPROVEMENT CHANGE ORDER # FOR LEASE #

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

LESSOR, at the request of, and for the benefit of the LESSEE, will provide Leasehold Improvements⁴ to the Premises⁵ in accordance with the plans and specifications illustrated in Exhibit CO- A and pursuant to Exhibit CO- B, Acceptance of Renovations Inspection Report. LESSOR agrees to furnish all labor and materials in order to complete the Leasehold Improvements included within the scope of this CHANGE ORDER.

Work listed and described in Exhibit CO-2A shall be completed by a licensed contractor with proof of insurance within sixty (60) days of the full execution of this 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 CO- B, LESSEE agrees to pay LESSOR a one-time lump sum payment for the actual costs incurred not to exceed \$. LESSOR shall invoice LESSEE for actual costs incurred within 30 days following completion of the work.

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

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

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

LESSOR:

Date: _____

LESSEE:

Commonwealth of Pennsylvania,
acting through the Department of General Services

Date: _____

Elizabeth N. Christian, 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.

2 SERVICES AND MAINTENANCE

2.1 Provision of Services, Access, and Normal Hours of Operation

The Lessee's normal hours of operation are established as 7:00 a.m. to 7:00 p.m., Monday through Friday, with the exception of state holidays unless otherwise specified on the Lease Cover Sheet or in Section 4. Services, maintenance, and utilities shall be provided during these hours. The Lessee shall have access to, and use of, the Premises at all times without additional payment, including the use of necessary services and utilities such as elevators, restrooms, lights, and electric power. Cleaning shall be performed during normal hours of operation.

2.2 On-Site Lessor Management

The Lessor shall provide an on-site building superintendent or a locally designated representative available to promptly respond to deficiencies and immediately address all emergency situations. It is the responsibility of the Lessor to ensure adequate communication to the Lessee relevant to any situation impacting the Premises.

2.3 Identity Verification of Personnel

- 2.3.1 The Lessee reserves the right to verify identities of personnel with routine pre-occupancy and/or unaccompanied access to the Premises.
- 2.3.2 The Lessee reserves the right to conduct additional background checks on Lessor personnel and contractors with routine access to the Premises throughout the term of the Lease.
- 2.3.3 Verification may be required for each employee of the Lessor, as well as employees of the Lessor's contractors or subcontractors who will provide building operating services requiring routine access to the Lessee's leased space. The Lessee may also require this information for the Lessor's employees, contractors, or subcontractors who will be engaged to perform alterations or emergency repairs in the Lessee's space.

2.4 Services

2.4.1 Janitorial Services

2.4.1.1 The Lessor shall provide a designated trash area and/or dumpster adjacent to the building of a sufficient size to accommodate an appropriate commercial-sized trash dumpster for solid waste. Lessor shall maintain a waste management contract for the life of the Lease. Individual trash cans capable of holding up to three (3) gallons and recycle cans capable of holding up to three (3) gallons shall be provided, collected, and maintained for each workstation and office by the Lessor.

2.4.1.2 The Lessor shall maintain the Premises in a clean condition and shall provide supplies and equipment for the term of the Lease, including but not limited to, all restroom and lunchroom supplies. The following schedule describes the level of services intended. The facility shall always be kept in a clean and sanitary manner; free from overflowing waste cans, fingerprints on entry doors, dirt on floors, dust, and odors. Performance will be based on the Lessee's evaluation of results, not the frequency or method of performance.

- a. Daily: Empty trash receptacles. Sweep entrances, lobbies, and corridors. Spot sweep floors, and spot vacuum carpets. Clean drinking fountains. Sweep, damp mop, or scrub restrooms. Clean all restroom fixtures, including handles of door stalls. Replenish restroom supplies. Dispose of all trash and garbage generated in or about the building. Wash inside and out or steam clean cans used for collection of food remnants from snack bars and vending machines. Dust horizontal surfaces that are readily available and visibly require dusting. Spray buff resilient floors in main corridors, entrances, and lobbies. Clean elevators and escalators. Remove carpet stains as they appear or as identified. Police sidewalks, parking areas, and driveways. Sweep loading dock areas and platforms. Clean glass entry doors to the Premises.
- b. Three (3) Times per Week: Sweep or vacuum stairs.
- c. Weekly: Spray buff all resilient floors in restrooms and health units. Sweep sidewalks, parking areas, and driveways (weather permitting). Vacuum carpet in high traffic areas.
- d. Every Two (2) Weeks: Spray buff resilient floors in secondary corridors, entrance(s), and lobbies. Damp mop and spray buff hard and resilient floors in office space.
- e. Monthly: Thoroughly dust furniture. Completely sweep and/or vacuum carpets. Sweep storage space. Spot clean all wall surfaces. Damp wipe restroom wastepaper receptacles and stall partitions.

- f. Every Two (2) Months: Damp wipe doors, windowsills, and frames. Shampoo entrance and elevator carpets.
- g. Three (3) Times per Year: Dust wall surfaces, vertical surfaces, and under surfaces. Clean metal and marble surfaces in lobbies. Wet mop or scrub garages. Vacuum carpets utilizing industrial high efficiency particulate air (HEPA) vacuums.
- h. Two (2) Times per Year: Wash all interior and exterior windows and other glass surfaces. Strip and apply four coats of finish to resilient floors in restrooms. Strip and refinish main corridors and other heavy traffic areas. Wash all venetian blinds.
- i. Annually: Wash all venetian blinds and dust six (6) months from washing. Vacuum or dust all surfaces in the Premises including light fixtures. Vacuum all draperies in place. Strip and refinish floors in offices and secondary lobbies and corridors. Shampoo carpets in corridors, lobbies, all offices and other non-public areas. Clean balconies, ledges, courts, areaways, roofs, and gutters.
- j. Every Two (2) Years: Dry clean or wash (as appropriate) all draperies.

2.4.1.3 Selection of Cleaning Products – upon request, Lessor must provide the Safety Data Sheets (SDS) for all products used. The Lessor shall make careful selection of janitorial cleaning products and equipment to use products that are packaged ecologically; use products and equipment considered environmentally beneficial and/or recycled products that are phosphate free, non-corrosive, non-flammable, and fully biodegradable; and to minimize the use of harsh chemicals and the release of irritating fumes.

2.4.2 Recycling

2.4.2.1 The Lessor shall establish and maintain a recycling program (at a minimum) for paper, corrugated cardboard, glass, plastics, and metals where local markets for recovered materials exist.

2.4.2.2 Where state or local law, code, or ordinance requires recycling programs for the Premises, Lessor shall comply with such state and local law, code, or ordinance.

2.4.2.3 When implementing any recycling program, the Lessor shall provide an easily accessible, appropriately sized area (two [2] square feet per one thousand [1,000] square feet of building gross floor area) that serves the space for the collection and storage of materials for recycling. Telecom rooms are not acceptable as recycling space. During the Lease term, the Lessor agrees, upon request, to provide the Lessee with additional information concerning recycling programs maintained in the building and in the Premises.

2.4.2.4 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.

2.4.3 Landscaping

2.4.3.1 Landscaping maintenance shall be performed during the growing season (April 1 through November 1) at not less than a weekly cycle and shall consist of watering, weeding, mowing, and policing the area to keep it free of debris. Pruning and fertilization shall be done on an as-needed basis. Dead, dying, or damaged plants shall be replaced.

2.4.3.2 Landscaping management practices shall prevent pollution by employing practices that avoid or minimize the need for fertilizers and pesticides; prohibiting the use of the 2,4-Dichlorophenoxyacetic Acid (2,4-D) herbicide and organophosphates; and composting or recycling all yard waste.

2.4.3.3 If the Lessor satisfies performance of this Lease by new construction, and where conditions permit, the site shall be landscaped for low maintenance and water conservation with plants that are either native or well adapted to local growing conditions.

2.4.4 Snow and Ice Removal

2.4.4.1 Lessor shall provide snow and ice removal services for the Lessee on all days for which this Lease has designated normal hours of operation. Snow removal shall occur prior to 6:30 a.m. on business days, and anytime during weekends and holidays prior to 6:30 a.m. of the next business day. Lessor shall clear sidewalks, walkways, parking lots, and other entrances before accumulation exceeds 1.5 inches. Should accumulation continue throughout the day, the Lessor shall provide such additional snow removal services to prevent accumulation greater than the maximums specified in this paragraph. The Lessor shall keep walkways, sidewalks, and parking lots free of ice during the normal hours of operation. The Lessor shall monitor conditions following a weather event and correct all unsafe conditions that may arise due to

freezing and thawing. The Lessor shall remove excess buildup of sand and/or ice melt to minimize slipping hazards. If the building entrance(s) has a northern exposure, then Lessor shall take additional measures to protect the safety of pedestrians.

2.4.4.2 Lessor shall provide an emergency contact number for its snow removal contractor, which is available 24 hours, seven days a week, to allow Lessee to be in contact with a representative at any given time. Lessor or Lessor's contractor must respond within 1 hour after being notified by Lessee. If the Lessor or Lessor's contractor does not report at the designated time and/or forces the Lessee to remain closed due to delayed service, Lessor may be required to pay any costs incurred by Lessee to self-remedy the situation.

2.4.5 Pest Control

2.4.5.1 Control pests as appropriate, using Integrated Pest Management (IPM) techniques to the extent possible to remove and exterminate rodents, insects, and other pests. A combination of available pest control methods is to be used to manage pest damage by the most economical means, and with the least possible hazard to the people, property, and environment. A file of all inspections, corrective actions, and complaints shall be maintained by the Lessor or contractor working on behalf of the Lessor and made available upon request.

2.4.5.2 General pests and rodents shall be included within the scope of work and shall include, but not be limited to the following:

- a. General Pests: cockroaches, ants, spiders, silverfish, centipedes, millipedes, earwigs, flies, fleas, bed bugs, stored product pests, bees, wasps, hornets, and yellow jackets.
- b. Rodents: mice, rats, and chipmunks.

2.4.5.3 The contractor shall be responsible for maintaining an updated pest control logbook or file for each building or site that includes a copy of the Pest Control Plan, labels, and SDS for all pesticides used, and a copy of the Commercial Pesticide Applicator and/or Registered Technician Certificate for every representative performing on-site pest control services. The Pest Control Services Record(s) and Pest Inspection Report(s) shall be inclusive of all the information on pesticide applications required by the Pesticides Regulations at 7 Pa Code Ch. 128 as amended.

2.4.5.4 Only products permissible under federal, state, and local regulations current under the Lease Term shall be used and those only in strict accordance with precautions, directions, and recommendations shown on the label of the product. Pesticides being used shall be registered with the EPA and Pennsylvania Department of Agriculture and comply with the provisions of the Federal Insecticide, Fungicide, and Rodenticide Act of 1972 and the Pennsylvania Pesticide Control Act of 1973 and the regulations issued there under. Rodent bait stations when used must be of only of a tamper-resistant design with a sticky label that indicates the last service date.

2.5 Maintenance

The Lessor is responsible for the total maintenance and repair of the Premises. Such maintenance and repairs include the site and private access roads. All equipment and systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire or safety hazards, uncomfortable drafts, excessive air velocities, or unusual emissions of dirt. The Lessor's maintenance responsibility includes initial supply and replacement of all supplies, materials, and equipment necessary for such maintenance. Lessor shall provide, install and replace all light bulbs, tubes, ballasts and starters on the Premises, which includes the parking area(s). Maintenance, testing, and inspection of appropriate equipment and systems shall be done in accordance with current applicable codes, and inspection certificates shall be displayed as appropriate.

2.5.1 Maintenance and Testing of Building Systems

2.5.1.1 Lessor shall annually test and inspect, without an additional charge to Lessee, any and all safety systems, including but not limited to fire alarm and evacuation systems, fire suppression systems, emergency generators, etc. on the Premises to ensure proper operation. Testing of systems that may cause disruption to Lessee shall occur after normal hours of operations, unless otherwise agreed upon by Lessor and Lessee. All testing and inspections shall be done in compliance with all Regulatory Requirements.

2.5.1.2 At the Lessor's expense, the Lessee reserves the right to require documentation of proper operations, inspection, testing, and maintenance of fire protection systems, such as, but not limited to, fire alarm, fire sprinkler, standpipes, fire pump, emergency lighting, illuminated exit signs, and emergency generator, prior to occupancy or at any time during the term of the Lease to ensure proper operation.

2.5.2 Fire Alarm and Evacuation System/Fire Suppression System

- 2.5.2.1 Lessor shall monitor and maintain, at Lessor's expense, a fire alarm and evacuation system and a fire suppression system compliant with the Uniform Construction Code (UCC), International Building Code (IBC), Authority Having Jurisdiction (AHJ), and in accordance with Section 3. Systems must also comply with all other Regulatory Requirements.
- 2.5.2.2 The Lessor shall maintain a dedicated voice analog/digital telephone line for the fire alarm and evacuation system.
- 2.5.2.3 Training – Lessor shall provide ongoing training, as requested by Lessee, during the term of the Lease.
- 2.5.2.4 Lessor shall, 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.
- 2.5.2.5 Emergency Evacuation Plan - Lessor shall cooperate, participate and comply with the development and implementation of the Lessee's Emergency Evacuation Plan, which includes the coordination of annual emergency evacuation drills.
- 2.5.3 Security System
 - 2.5.3.1 Lessor shall maintain a dedicated voice analog/digital telephone line for the security system. It will be the responsibility of the Lessor to assume the ongoing cost of monitoring and maintaining the system during the term of the Lease, as well as to respond to alarms when they occur. Lessor shall provide ongoing training, as requested by the Using Agency, throughout the life of the Lease.
 - 2.5.3.2 Lessor shall, 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.
- 2.5.4 Elevators
 - 2.5.4.1 Service shall be available during the normal hours of operation. When applicable, at least one (1) elevator shall be available at all times for Lessee use. When possible, the Lessee shall be given a twenty-four-(24) hour notice if the service is to be interrupted for more than one and one-half (1-1/2) hours. Normal service interruption shall be scheduled outside of the Lessee's normal hours of operation. The Lessor shall use best efforts to minimize the frequency and duration of unscheduled interruptions.
 - 2.5.4.2 Elevator Entrapment: 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 facilitate the end of the entrapment and/or repair of the elevator. If Lessor fails to acknowledge the notification and take prompt action within said time, Lessee shall have the option to charge Lessor a penalty of two hundred and fifty dollars (\$250).
- 2.5.5 Heating, Ventilation, Air Conditioning (HVAC)
 - 2.5.5.1 Lessor is responsible for maintenance of all HVAC equipment, and shall follow the American National Standards Institute (ANSI)/American Society of Heating, Refrigerating and Air-Conditioning Engineers (ASHRAE)/Air Conditioning Contractors of America (ACCA) Standard 180, Standard Practice for Inspection and Maintenance of Commercial Building HVAC Systems.
 - 2.5.5.2 During normal hours of operation in periods of heating and cooling, ventilation shall be provided in accordance with the PA Uniform Construction Code (PAUCC), International Mechanical Code, International Energy Conservation Code, and with current ASHRAE Standards 90.1 and ASHRAE Standard 62.1.
 - 2.5.5.3 Temperature Controls: HVAC systems shall maintain the occupied temperature and humidity setpoints of 75 degrees Fahrenheit (°F) cooling, 67°F heating, and relative humidity between 30–60 percent (30%–60%) during all seasons; the unoccupied temperature setpoints shall be maintained at 85°F cooling and 60°F heating. The occupied temperature and relative humidity setpoints shall be maintained thirty (30) minutes prior to opening for normal hours of operation.
 - 2.5.5.4 Air filtration shall be provided and maintained with filters having a minimum efficiency rating as determined by the latest edition of ASHRAE Standard 52.2, Method of Testing General Ventilation Air Cleaning Devices for Removal Efficiency by Particle Size. Pre-filters shall have a MERV efficiency of 8. Final filters shall have a MERV efficiency of 11.
- 2.5.6 Maintenance of Provided Finishes
 - 2.5.6.1 Paint, Wall Coverings: Lessor shall maintain all wall coverings and high-performance paint coatings in "like new" condition for the life of the Lease. All painted surfaces shall be repainted at the Lessor's expense any

time during the occupancy by the Lessee if the paint is peeling or permanently stained, except where damaged due to the negligence of the Lessee. All work shall be done after normal hours of operation as defined in this Lease. In addition, Lessor shall comply with the following requirements:

- a. Lessor shall repaint Amenity Areas at least every three (3) years.
- b. Lessor shall perform cyclical repainting, at Lessee's request, of the Premises every five (5) years of occupancy. This cost, including the moving and returning of furnishings, as well as disassembly and reassembly of systems furniture per manufacturer's warranty, shall be at the Lessor's expense.

2.5.6.2 Carpet and Flooring: Except when damaged by the Lessee, the Lessor shall repair or replace flooring at any time during the Lease term when: (a) backing or underlayment is exposed; (b) there are noticeable variations in surface color or texture; (c) It has curls, upturned edges, or other noticeable variations in texture; (d) tiles are loose; or, (e) tears or tripping hazards are present. All work shall be done after normal hours of operation as defined in this Lease.

- a. Notwithstanding the foregoing, the Lessor shall replace all carpet in the Premises, at Lessee's request, every ten (10) years with a product that meets the requirements of Section 3 of this Lease. Repair or replacement shall include the moving and returning of furnishings, including disassembly and reassembly of systems furniture per manufacturer's warranty, if necessary.

2.5.7 Parking Areas

2.5.7.1 Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, parking lot, area, or garage lighting, the black top of the parking lot, area, or garage 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, area or garage.

2.5.8 Building Signage

2.5.8.1 Lessor is responsible to maintain building signage. In the event signage needs to be repaired or replaced, the Lessor must coordinate with the Using Agency to ensure compliance with the most current Governor's Office branding specifications. Lessor shall be responsible for the payment of any signage fees imposed by local governmental authorities.

2.5.9 Roof Maintenance

2.5.9.1 Lessor shall monitor the conditions of the roof, gutters, and awnings and clean, repair, and maintain, as needed, and to prevent safety hazards from occurring due to the weight of snow on the roof or the melting and thawing of ice that could result in icicles forming. Gutters should be clear of all debris, snow, and ice to allow for proper drainage.

2.5.9.2 The Lessor shall promptly investigate and eliminate roof leaks. Repairs must be completed in a safe and expeditious manner. The responsibility for the remedies shall be solely at the Lessor's expense, including but not limited to, air quality testing and remediation, if necessary.

2.5.10 Indoor Air Quality

2.5.10.1 The Lessor shall make a reasonable attempt to apply insecticides, paints, glues, adhesives, and HVAC system cleaning compounds with highly volatile or irritating organic compounds, outside of working hours. Except in an emergency, the Lessor shall provide at least a seventy-two- (72) hour notice to the Lessee before applying noxious chemicals in the Premises and shall adequately ventilate the Premises during and after application. and provide odor and dust free containments from occupied area and isolate the HVAC system.

2.5.10.2 The Lessor shall provide to the Lessee Safety Data Sheets (SDS) upon request for the following products prior to their use during the term of the Lease: adhesives, caulking, sealants, insulating materials, fireproofing or fire stopping materials, paints, carpets, floor and wall patching or leveling materials, lubricants, clear finish for wood surfaces, janitorial cleaning products, pesticides, rodenticides, and herbicides. The Lessee reserves the right to review such products used by the Lessor within the Premises, including Amenity Areas, ventilation systems and zones serving the Premises, and the area above suspended ceilings and engineering space in the same ventilation zone as the Premises. The Lessee may eliminate from consideration products with significant quantities of toxic, flammable, corrosive, or carcinogenic material, and products with potential for harmful chemical emissions. Materials used often or in large quantities will receive the greatest amount of review.

- 2.5.10.3 The Premises shall be free from mold growth and free from any conditions that reasonably can be anticipated to permit the growth of mold or are indicative of the possibility that mold will be present.
- 2.5.10.4 The Lessor shall promptly investigate indoor air quality (IAQ) complaints and shall implement the necessary controls to address the complaint. In the event that IAQ complaints continue for more than two (2) weeks, the Lessor will be responsible for the cost of hiring a ventilation/IAQ engineer or a certified industrial hygienist to evaluate the cause(s) of the complaints.
- 2.5.10.5 In any event of, including but not limited to, a flood, water damage not caused by Lessee, or repairs caused by the Lessor, the Lessor shall, at its sole cost, expense, and risk (a) cause a certified industrial hygienist or qualified consultant (“the Inspector”) who, in either instance, is reasonably acceptable to Lessee, to inspect and evaluate the Premises for the presence of mold indicators; and (b) cause the Inspector to deliver the results of its inspection and evaluation (“the Report”) within fifteen (15) days after the inspection. The Lessor shall provide the report to Lessee immediately upon receipt. If the report indicates that mold indicators are present in the Premises, the Lessor, at its sole cost, expense, and risk, shall, within fifteen (15) days after receipt of the Report, retain an experienced mold remediation contractor reasonably acceptable to Lessee to remediate the mold or the indicators in the Premises. Prior to commencing such remediation, Lessor shall notify Lessee of (a) the date on which the remediation shall begin and anticipated length of time it is projected to continue; (b) which portion of the Premises shall be subject to remediation; and (c) the remediation procedures and standards to be used and the clearance criteria to be employed at the conclusion of the remediation.
- 2.5.10.6 The Lessee reserves the right to conduct independent IAQ assessments and detailed studies in the Premises as well as in spaces serving the Premises (e.g., Amenity Areas, mechanical rooms, HVAC systems, etc.). The Lessor shall assist the Lessee in its assessments and detailed studies by making available information on building operations and Lessor activities; providing access to the Premises for assessment and testing, if required; and implementing corrective measures, if any, required by the Lessee.
- 2.5.10.7 The Premises shall be free of hazardous materials, including hazardous substances and hazardous wastes, as defined by and according to applicable Regulatory Requirements, prior to commencement of the Lease, and at all times during the life of the Lease. Should there be reason to suspect otherwise, Lessee reserves the right, at Lessor’s expense, to require documentation or testing to confirm that the Premises is free of all hazardous materials. Lessor shall, to the extent of its knowledge, notify Lessee of the introduction of any hazardous materials onto the Premises by Lessor or others, including but not limited to, co-tenants occupying space in the building.
- 2.5.10.8 Radon – The Lessor is responsible to provide Premises in which radon levels are within acceptable levels in accordance with the US Environmental Protection Agency (EPA). In the event radon is detected at or above the EPA recommended action levels, the Lessor shall promptly take all necessary action to bring the Premises within EPA recommended action levels. If Lessor fails to exercise due diligence or is otherwise unable to reduce the radon concentration promptly to below the EPA recommended action levels, Lessee may implement a corrective action program and deduct its costs from the Rent.

APPENDIX D

STANDARD BUILDING CONSTRUCTION SPECIFICATIONS

(Section 3 of the Lease)

AND

AGENCY SPACE REQUIREMENTS

(Section 4 of the Lease)

(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 requirements are met.

Proposers must contact Leasing Coordinator for Section 3 and Section 4 Information:

Carol Munley
717-787-7412
cmunley@pa.gov

APPENDIX E

GEOGRAPHIC BOUNDARIES



THIS MAP DETAILS THE AREA OF ADVERTISEMENT FOR THE
MERCER STATION LOCATED IN MERCER COUNTY.
THE BID AREA IS WITHIN A 2.5 MILE RADIUS OF
I-80 & SR 19
OR
I-79 & SR 62

