



SOLICITATION FOR PROPOSAL (SFP)

SFP #95015

Date of Issue: May 24, 2019

Due Date:	Responses due no later than 3:00 PM on July 19, 2019. PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.
Tenant Agency:	Pennsylvania State Police
County:	Cambria (Refer to Appendix E for Geographic Boundaries)
Square Footage:	12,408
Term:	15 years with 2 - 5 year options
Type of Space:	<input checked="" type="checkbox"/> Office <input type="checkbox"/> Warehouse <input type="checkbox"/> Hangar <input type="checkbox"/> Institutional <input 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:	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. -Each proposer should submit one proposal for a full-service lease and one proposal for a lease only including water and sewer. -Agency Specifications, Floorplans, and Site-plans are available from Leasing Coordinator (Bidder must request-see contact information below).
All questions and inquiries regarding this SFP must be directed to:	
Leasing Coordinator: Scott Shelton Phone: 717-787-5546 Email: scshelton@pa.gov	
Submission Instructions: The Department of General Services (DGS) will accept submission of proposals by email, by mail using the shipper of your choice, or by personal delivery. Please follow the below instructions.	
<u>EMAIL:</u> Proposals must be submitted to RA-DGSLeasingSFPResponse@pa.gov . The subject line of the email must state the SFP#, Agency, County, Leasing Coordinator's Name, and Due Date . All required forms must be attached to the email and the proposer must request a "send/receive" receipt.	
<u>MAIL:</u> Proposals must be submitted in a sealed envelope to the Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA 17125 and <u>received</u> by the Commonwealth of Pennsylvania by the due date and time noted above. The envelope must be marked with the SFP#, Agency, County, Leasing Coordinator's Name, and Due Date . This information must also be shown on the outside of any courier or mailing envelope.	

PERSONAL DELIVERY:

Proposals must be submitted in a sealed envelope to the Bureau of Real Estate, Room 503 North Office Building, Harrisburg, PA 17125 and received by the Commonwealth of Pennsylvania by the due date and time noted above. The envelope must be marked with the **SFP#, Agency, County, Leasing Coordinator's Name, and Due Date. The envelope must be time and date stamped by Bureau of Real Estate personnel at time of delivery.**

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GENERAL INFORMATION FOR THE PROPOSER

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

PLEASE NOTE THAT SFPs ARE NOT PUBLIC BID OPENINGS.

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

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 32 of the Standard Terms and Conditions.

If, after receipt of proposals, the DGS determines that the lessor and lessor's contractor(s) should pay the prevailing minimum wage rates when the lessor's proposal did not include consideration of this requirement, DGS may give the proposer the opportunity to revise its offered rental amounts to include allowance for payment of prevailing wages.

NOTICE TO PROPOSERS OF ENHANCED MINIMUM WAGE PROVISIONS

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

SUBMISSION OF PROPOSALS

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

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

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

SELECTED PROPOSAL

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

SELECTION OR REJECTION OF PROPOSAL

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

INCURRING COSTS

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

AMENDMENT TO THE SFP

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

DISCLOSURE OF PROPOSAL CONTENTS

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

NEWS RELEASES

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

FACILITY ACCESS

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

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

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

APPENDIX A

PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

APPENDIX A
PROPOSAL CHECKLIST AND ACKNOWLEDGMENT

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

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

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

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

Print Name

Signature

Date

APPENDIX B

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

SDB AND SB LETTER OF INTENT

APPENDIX B (part 1)

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

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

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

A Small Business must meet each of the following requirements:

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

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

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

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

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

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

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

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

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

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

SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION SUBMITTAL

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

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

CONTRACT REQUIREMENTS – SMALL DIVERSE BUSINESS AND SMALL BUSINESS PARTICIPATION

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

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

APPENDIX B (part 2)
SMALL DIVERSE BUSINESS (SDB) AND SMALL BUSINESS (SB)
PARTICIPATION SUBMITTAL

Project: _____

Lessor Firm: _____

Lessor Contact Name: _____ **Email:** _____

LESSOR INFORMATION:

Is your firm a DGS-Verified Small Diverse Business? **Yes** **No** (**MUST** check one)

Is your firm a DGS-Self-Certified Small Business? **Yes** **No** (**MUST** check one)

SUBCONTRACTING INFORMATION:

Percentage Commitment for SDB and SB Subcontracting Participation

The Lessor commits to the following percentages of the total lease cost for Small Diverse Business and Small Business subcontracting participation.

Small Diverse Business Subcontracting percentage commitment:

_____ % **Percent**
(Figure) (Written)

Small Business Subcontracting percentage commitment:

_____ % **Percent**
(Figure) (Written)

Listing SDB and SB Subcontractors

The Lessor must list in the chart below the SDBs and SBs that will be used to meet the percentage commitments provided above. Include the SDB/SB firm name, SDB or SB designation, SDB/SB Primary Contact Information, a description of the service or supplies the SDB/SB will provide, fixed percent of total lease cost committed, estimated dollar value of each commitment, and an indication as to the Lessor's intent to utilize the SDB/SB subcontractor for contract options or renewals. Include as many pages as necessary.

Lessors must also include a Letter of Intent for each SDB/SB listed.

SDB/SB Name	SDB or SB	Primary Contact Name & Email	Description of Services or Supplies to be provided	% of total Contract Cost Committed	Estimated \$ value of Commitment	Will SDB/SB be used for options/ renewals? (yes/no)

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

SDB or SB Name

Title

Title

Company

Company

Phone number

Phone number

APPENDIX C

COMMONWEALTH STANDARD LEASE

Lease Cover Sheet

Standard Lease Terms and Conditions

LEASE COVER SHEET



Lease Number:

FRE Contract Number:

Execution Date: _____

Commencement Date: _____

Expiration Date: _____

Lessor Name/Address:

Vendor #:

Vendor Federal ID #:

Lessee:

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

Lessor Contact:

Phone: / Mobile:

Fax:

Email:

DGS Bureau of Real Estate

Phone: 717-787-4394

Fax: 717-783-0570

Premises:

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

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

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

Address:

City: State: Zip Code:

County:

[More specifically described in Attachment A]

Monthly Rent for First Year:

Annual Rent for First Year:

Net Usable Square Feet:

Parking Location: No. of Spaces:

Initial Term:

Renewal Options: Length of Options: Notification Period:

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

Option One:

Option Two:

Option Three:

Option Four:

Termination Notification Period:

Property Management:

Contact Name:

Phone: / Mobile:

Email:

Services:

Utilities:

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

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

CONSTRUCTION COMPLETION TIMELINE (from Execution Date):

Construction Period (if applicable):

Amortized Construction Costs (if any):

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

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

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

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

LESSOR:

Signature: _____

Printed Name: _____

Title: _____

LESSEE:

**Commonwealth of Pennsylvania
Acting Through The
Department of General Services**

Signature: _____

Printed Name: _____ **Curt Topper**

Title: _____ **Secretary of General Services**

BOARD OF COMMISSIONERS OF PUBLIC GROUNDS AND BUILDINGS:

Commonwealth Treasurer

Governor

APPROVED AS TO FORM AND LEGALITY:

Office of General Counsel

Office of Attorney General

By _____

_____, _____

By _____

_____, _____

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

ATTACHMENT A

Lease Standard Terms and Conditions

I. Definitions:

The following terms shall be defined as follows:

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

11. **Expiration Date.** Shall be the date the Lease is set to expire as identified on the Lease Cover Sheet.
12. **Initial Term.** Shall be the number of years identified on the Lease Cover Sheet that begins on the Commencement Date.
13. **Lease.** Is collectively comprised of all of the documents as identified on the Lease Cover Sheet.
14. **Lease Cover Sheet.** Shall be the cover page of the Lease and shall include, but not be limited to, the name of the Lessor, the name of the Lessee, the Base Rent and first year Additional Rent, the initial Term, and the Net Usable Square Feet.
15. **Lease Amendment.** Written agreement between Lessor and Lessee modifying the terms of the Lease.
16. **Leasehold Improvements.** Additions, alterations or improvements to the Premises and/or Common Areas, undertaken at the request of the Lessee, which occur after the Commencement Date.
17. **Leasehold Improvement Change Order.** A document signed by the Lessor, and approved by DGS/BRE that states the Lessor is aware of the Leasehold Improvement(s) and agrees to construct and renovate the Premises, as requested by the Lessee, and that the Lessor agrees to furnish all labor and materials to complete the improvements. This document applies only to Leasehold Improvements which cost \$50,000.00 or less. A sample of this document is attached hereto as **Exhibit 3.**
18. **Lease Year.** Each successive twelve (12) month period starting on the Commencement Date.
19. **Lessee.** The Commonwealth of Pennsylvania, acting through the Department of General Services, on behalf of the Using Agency as assigned by DGS/BRE.
20. **Lessor.** The party which has the right to lease the Premises to the Lessee.
21. **Net Usable Square Feet.** Shall be the number of square feet identified on the Lease Cover Sheet. Measurement is computed by measuring the area to be used by the Lessee from the inside perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the Premises, mechanical and building equipment rooms and any area used by the Lessor. Lessor agrees that in a multiple tenant facility, if the building configuration requires a common access corridor serving more than one Commonwealth program area entrances, then that corridor space shall not be considered part of the net usable square footage.
22. **Normal Business Hours.** Monday through Friday 7:00 a.m. - 7:00 p.m. unless otherwise specified on the Lease Cover Sheet.
23. **Pre-Construction Meeting.** Meeting held between the Lessee, including but not limited to its agents, employees, licensees or invitees, and Lessor, including but not limited to its agents, contractors, subcontractors, employees, licensees, or invitees, after a lease or amendment is fully executed, but prior to any Work commencing on the Premises to review and discuss final plans, timelines and concerns of all parties involved.
24. **Premises.** The property or part of the property, more specifically described on the plan and/or specifications attached to this Lease and consisting of the amount of Net Usable Square Feet identified on the Lease Cover Sheet, together with Common Areas. Lessor and Lessee agree that the plan and/or specifications are subject to adjustment as agreed upon by the Lessor and Lessee, and in the event that there are adjustments to the plan and/or specifications, the Lessor and Lessee agree to replace any documents related hereto with a revised version of such document, signed and dated by Lessor and Lessee, in order to accurately depict the Premises.
25. **Rent.** The payment made to Lessor by Lessee for use of the Premises, as set forth on the Lease Cover Sheet, and adjusted as provided herein. Rent shall be paid in equal monthly installments.
26. **Rental Rate.** The sum of the Base Rent and the Additional Rent, as set forth on the Lease Cover Sheet.

27. **Termination Date.** Shall be the date the Lease is terminated with prior notification from the Lessee to the Lessor.
28. **Using Agency.** The Commonwealth of Pennsylvania Agency assigned by DGS/BRE to occupy the Premises.
29. **Work.** Consists of the construction and renovation of the Premises substantially in accordance with all plans and specifications set forth on **Attachment B** and **Attachment C**.

II. Background:

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

III. Terms and Conditions:

1. **Incorporation of Definitions and Background Clauses.** Any and all background clauses, definitions and Exhibits are incorporated into the Lease by reference.
2. **Premises.**
 - a. Lessor leases the Premises to Lessee for use and occupancy by the Using Agency and Lessee leases the Premises from Lessor for use and occupancy by the Using Agency.
 - b. The Net Usable Square Feet shall be subject to verification, in accordance with the procedure set forth in Paragraph 17 "Completion" below. Lessee shall have the right to use any space within the Premises in excess of the Net Usable Square Feet without the requirement to pay any additional rent, costs or charges. In the event the actual net usable square feet is less than the Net Usable Square Feet, then, Lessee shall have the right to (i) reduce the amount of Net Usable Square Feet and pay for the reduced amount of the Net Usable Square Feet; or (ii) terminate the Lease without liability for any costs or future rent, if Lessee determines, in its sole judgment, that the actual amount of Net Usable Square Feet provided is insufficient to meet Lessee's needs.
 - c. Lessor shall lease the number of parking spaces to Lessee as set forth on the Lease Cover Sheet. Lessor agrees that these parking spaces are included in the Rental Rate for the Premises as set forth on the Lease Cover Sheet.
3. **Term.** The Initial Term of the Lease shall be the number of years set forth on the Lease Cover Sheet. The Initial Term shall begin on the Commencement Date and end, without the necessity of notice from either party to the other, on the expiration of the number of years in the term, subject to the renewal options set forth on the Lease Cover Sheet.

4. Rent.

- a. Lessee shall pay Lessor Rent for the use and occupancy of the Premises.
- b. The Rental Rate for all succeeding Lease Years, including any option terms, shall be calculated by Lessee, without the necessity of a request from Lessor, as follows:
 - i. Multiply the percentage of change in the CPI by the Additional Rent for the then current Lease Year. The resulting product will equal the amount of increase or decrease in the Additional Rent for the succeeding Lease Year.
 - ii. The amount of the increase or decrease shall be applied to the Additional Rent for the current Lease Year, to arrive at the Additional Rent for the succeeding Lease Year.
 - iii. The adjusted Additional Rent will then be added to the Base Rent to calculate the Rental Rate for the succeeding Lease Year.

5. Rent Payments.

- a. Lessee shall make Rent payments electronically through Automated Clearing House ("ACH"). Lessor shall complete the Pennsylvania Electronic Payment Program (PEPP) Enrollment Form, which is available at: <https://www.vendorregistration.state.pa.us/cvmu/paper/Forms/ACH-EFTenrollmentform.pdf>.
 - i. No later than 10 days after Lessor's receipt of the executed Lease, Lessor shall submit the completed PEPP Enrollment Form by fax to the Commonwealth of Pennsylvania, Vendor Data Management Unit, Payable Service Center at 717-214-0140, or by mail to the Commonwealth of Pennsylvania, Office of Budget, Payable Services Center, 555 Walnut Street – 9th Floor, Harrisburg, PA 17101.
 - ii. It shall be the responsibility of the Lessor to ensure that the ACH information submitted is correct and to ensure the most current information is provided to the Vendor Data Management Unit throughout the term of the Lease. Failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent payments.
 - iii. Lessor hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in Rent.
- b. Lessee reserves the right, upon thirty (30) days prior written notice to Lessor, to offset future Rent payments to recover any prior Rent overpayment made by Lessee to Lessor.
- c. Lessor agrees that Lessee may offset the amount of any state tax liability or other obligation of Lessor or its subsidiaries to the Commonwealth against any payments due the Lessor under any contract with the Commonwealth.
- d. Budget Impasse (Availability of Funds) – Lessee's timely payment of rent is contingent upon the annual appropriation of funds made available to the Lessee through the passage of a budget by the Commonwealth of Pennsylvania. Lessee's inability to pay rent on a timely basis during the period of a budget impasse is not an event of default. In the event of an extended budget impasse in excess of three (3) months, if funding is available, and at the discretion of the Department of General Services, the Commonwealth may make utility payments directly to the utility companies and any amount paid directly to utility companies will be deducted from rental payments upon the passage of a budget. Should a budget impasse occur, upon passage of a budget, the Lessee will process for payment all rental payments due and owing to the Lessor without penalty.

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

7. **Non-Appropriation/Cancellation.** It is understood and agreed between the parties hereto that if the governmental function for which the Premises are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the Rent or any other amount hereunder, or by Law of Congress, or by any legal action taken under authority conferred by such acts or laws, or decision of court; then the Lessee shall have the right to cancel this Lease by giving one (1) months' notice in writing. If the Lease is canceled pursuant to the provisions of this Paragraph, and if the Agency's annual appropriations permit, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee's request, and which are peculiar to Lessee's tenancy. The total amount of amortized costs is set forth on the Lease Cover Sheet.
8. **Termination for Convenience.** In addition to any rights of termination already contained in the Lease, Lessee is hereby granted the right to terminate this Lease in accordance with this clause whenever the Lessee shall determine in its sole discretion that such termination is in the best interest of the Lessee. Lessee must provide at least six (6) months prior written notice to Lessor of the intended date of termination. Such termination date may not be prior to the expiration of at least fifty percent (50%) of the initial term of this Lease. In the event Lessee exercises this option to terminate for its convenience, Lessee shall pay Lessor a sum equivalent to three (3) months Base Rent as an early termination fee (the "Early Termination Fee"). In addition to the early termination fee, if the parties have agreed on the total costs of renovations prior to the execution of the Lease and the Lease is cancelled by Lessee pursuant to the provisions of this Paragraph, Lessee shall reimburse Lessor for any unamortized costs of renovations performed by Lessor pursuant to this Lease at Lessee's request, and which are peculiar to Lessee's tenancy.

Upon payment of the Early Termination Fee Lessor releases Lessee from any claims whatsoever, at such time or in the future, whether known or unknown, for any damages, consequences or liabilities associated with Lessee's exercise of this Termination for Convenience clause.

9. **Options.** Lessee, at its sole discretion, shall have the option to renew this Lease for the additional term(s) as set forth on the Lease Cover Sheet. In order to exercise an option, Lessee must give Lessor three (3) months prior written notice before the expiration of the then current term of this Lease. The Rental Rate for each option term shall be calculated by adding the Additional Rent to the Base Rent for the option term.
10. **Holdover/Termination.** Should Lessee holdover in possession after the expiration of the Initial Term of this Lease (without exercising any option to renew), or after the expiration of any renewal term (without exercising any remaining option to renew), such holding over shall not be deemed to extend the term of this Lease or any renewal term, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this Lease, until either party shall give the other three (3) months' notice in writing of its intention to terminate the tenancy.
11. **Lessor's Duty to Mitigate Damages.** In the event Lessee abandons the Premises prior to the end of the then-current lease term, Lessor shall have an affirmative duty to proceed in good faith and with due diligence to make reasonable efforts to mitigate its damages and prevent further loss.
12. **Lessee's Alteration Rights.** For the life of the Lease, the Lessee must be offered the option to upgrade existing space for operational use, or to make additional alterations and renovations to the facility in accordance with Paragraph 19, Leasehold Improvements.

13. Utilities

- a. Lessor shall, at its sole cost and in return for Rent paid by Lessee pursuant to this Lease, provide, maintain, and pay the costs and periodic charges for, the following:
 - i. Heat, ventilation and air conditioning ("HVAC") for the Premises and all Common Areas in accordance with the standards set forth in **Attachment B**;
 - ii. All energy and utilities provided, used and consumed on the Premises and the Common Areas, including but not limited to gas, oil, electric, steam, water and sewer; except usage charges for telephone, CATV, internet and other communication services utilized by Lessee, which shall be arranged for and paid by Lessee;

- iii. Hot and cold water to the Premises and the Common Areas (including restrooms within or serving the Premises); and
- iv. Passenger and freight elevator services (including loading dock access and use), if applicable, for access within, to and from the Premises. Lessor shall make no change in the elevator service provided to Lessee after the Commencement Date (except as required for safety, repairs and inspections/testing), without the Lessee's prior written consent.
- b. Lessor shall, at its sole cost and in return for Rent paid by Lessee, provide access and consent to install or connect telecommunications cabling and equipment, including but not limited to telephone, CATV, high speed data transmission and internet connectivity on each floor of the Premises, occupied by Lessee, Lessor shall coordinate with the Using Agency designee and selected provider to arrange for such installation and connection through such infrastructure at Lessor's expense and in accordance with **Attachment B** and **Attachment C**. Additional changes or upgrades to the voice and data system after the initial scope of work is completed will be at the Lessee's expense and Lessor will provide access and consent to install in accordance with Paragraph 20, Leasehold Improvements.
 - i. The amount of Rent presumes a normal work week and hours for the Using Agency employees of Monday through Friday, from 7:00 A.M. to 7:00 P.M, unless otherwise specified on the Lease Cover Sheet. Lessee shall have the right to use the Premises seven (7) days a week, twenty-four (24) hours a day.
- c. All other utility services, and elevator service, shall be maintained to the Premises and the Common Areas at the same level of service during all hours as during normal business hours, without additional cost to Lessee.

14. Services.

- a. *Ice and Snow Removal.* Lessor shall:
 - i. Remove all snow and ice from the sidewalks, walkways, and parking areas (including the parking area's regions of ingress and egress thereto). When a weather event occurs during Normal Business Hours, parking lots and sidewalks must be maintained so that snow/ice do not accumulate more than 1". When a weather event occurs after hours, parking lots and sidewalks must be cleared of snow and ice 2 hours prior to the start of Normal Business Hours.
 - ii. Monitor conditions throughout a weather event that occurs during Normal Business Hours and provide continuous snow removal and treatment of all parking areas, sidewalks and walkways throughout the entire weather event.
 - iii. Correct all unsafe conditions relating to freezing and thawing. Monitor the conditions of the roof, gutters and awnings and clean, repair and maintain, as needed, to prevent safety hazards from occurring due to the weight of snow on the roof or the melting and thawing of ice which could result in icicles forming. Gutters should be cleaned annually, or more frequently if needed.
- b. *Janitorial Services.* Lessor shall provide janitorial services as outlined in **Attachment B**.
- c. *Landscaping, Finish Grading, and Seeding.* Lessor shall furnish all labor, materials, and equipment as necessary to complete topsoil spreading, finish grading, sodding, seeding, and shrubbery planting as required to produce a uniform, weed-free stand of grass and acceptable landscaping. Lessor is responsible for maintenance of shrubs, grass, and trees. The maintenance shall include but not be limited to: mowing, trimming, edging, pruning, debris removal, and raking, bagging and removal of leaves for the life of the Lease.
- d. *Trash Dumpster/Trash Cans.* Lessor shall provide a designated trash area and/or dumpster adjacent to the facility of a sufficient size to accommodate an appropriate commercial sized trash dumpster for solid waste. Lessor will maintain a waste management contract for the life of the Lease. Individual trash cans capable of holding up to 5 gallons and recycle cans capable of holding up to 5 gallons will be provided, collected and maintained for each workstation and office by the Lessor.

e. *Recycling: Ordinances and Regulation.* Lessor shall:

- i. Establish and maintain a separation and collection procedure for the removal of recyclable materials from the Premises;
- ii. Collect, at a minimum, aluminum, high grade office paper, and corrugated paper;
- iii. Comply with Act 101 of 1988 and any existing local codes and ordinances relating to the separation and disposal of recyclable materials;
- iv. Provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials;
- v. Empty all recycling receptacles and remove recyclables to a designated area as often as necessary taking into consideration the volume of the recyclables and health concerns; and
- vi. Assume all costs involved in collecting, storing and removing recyclables.
- vii. Lessee reserves the right to identify those recyclable materials, generated from agency operations at the Premises, which Lessee desires to sell as serviceable property. Lessee reserves the right to dispose of such materials itself. When and if the Lessee exercises this discretion, the Lessor shall thereafter not be responsible for those materials selected by the Lessee for disposal by the Lessee.

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

- a. *Maintenance Contracts.* Lessor shall secure maintenance service contracts, with certified service providers, for the life of the Lease for the roof, HVAC systems, and elevators in compliance with **Attachment B**. Upon request by Lessee, Lessor shall provide current certifications for all service contractors retained by Lessor pursuant to this Paragraph, **Attachment B**, and **Attachment C** to prove that all building systems are being serviced and inspected on an acceptable periodic basis.
- b. *Repairs.* During repairs of internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, as set forth herein and as more specifically stated in **Attachment B** and **Attachment C**, Lessor shall provide temporary service within twenty-four (24) hours of interruption of service/system breakdown. Permanent service shall be restored (repaired) within seven (7) days from service interruption. Any failure by the Lessor to comply with this Paragraph 15b will be considered an "Event of Default" as defined in Paragraph 39, Events of Default, and Lessee reserves the right to pursue all remedies as outlined in Paragraph 40, Remedies of Lessee.
- c. *Elevators.*
 - i. All elevator equipment and systems shall be in operating order twenty-four (24) hours per day, repairs and safety inspections excepted, and shall be serviced and maintained by the Lessor for the term of the Lease.
 - ii. Lessor shall provide proof of semi-annual preventative maintenance and/or repairs to all elevator equipment and systems upon request by Lessee. The semi-annual maintenance includes, but is not limited to, the service of the hydraulics, cables, and controllers.

- iii. All elevator equipment and systems should be inspected bi-annually by a 3rd party certified inspector. If the elevator is found to be non-compliant, then an inspection will be completed by the Department of Labor and Industry. If the elevator is constructed prior to 2004 it must comply with 34 PA Code Chapter 7; if the elevator is constructed after 2004, the inspection must comply with ASME A17.1.
- iv. Except in cases of emergencies, Lessor shall notify Lessee at least one (1) day in advance of taking the elevator offline for maintenance and/or repair and give Lessee an estimated completion date of the maintenance and/or repair and when the elevator will be back online.
- v. Lessor shall respond to an elevator entrapment within thirty (30) minutes of notification and shall promptly notify the elevator service provider of such entrapment so they can respond and facilitate the end of the entrapment and/or repair of the elevator. If the Lessor fails to respond within said time, the Lessee shall charge the Lessor Two Hundred and Fifty Dollars (\$250.00) for each failure to respond.
- vi. Should more than three (3) elevator entrapments happen within a six (6) month period, the Lessor shall have all elevator equipment and systems inspected and if needed repaired within thirty (30) days of request by Lessee. Lessor shall provide Lessee a written report of the inspection and repair work of the elevator equipment and systems within five (5) business days of the completed inspection and within five (5) business days of the completed repair work.
- vii. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all elevator equipment and systems upon request.

d. *Lighting*. Lessor shall provide, install and replace all light bulbs, tubes, ballasts and starters. This stipulation also includes the parking area(s). All lighting shall be maintained as specified in **Attachment B**.

e. *Heating, Ventilation and Air Conditioning*.

- i. All HVAC systems shall be designed, maintained and operated in a manner which maximizes energy efficiency. All equipment and systems shall be in operating order twenty-four (24) hours per day and shall be serviced and maintained by Lessor. Systems shall be inspected and serviced regularly to ensure proper balancing and calibration.
- ii. Heating and air conditioning systems shall provide and maintain an inside automatically controlled temperature in accordance with **Attachment B**. Failure to follow **Attachment B** shall be considered an "Event of Default" as defined in Paragraph 39, Events of Default and Lessee reserves the right to pursue all remedies as outlined in Paragraph 40, Remedies of Lessee.
- iii. Lessor shall provide proof to Lessee of routine semi-annual maintenance/repairs to HVAC systems and respective components in accordance with manufacturer's recommendations and the most current applicable standards and guidelines of the American Society of Heating, Refrigerating & Air Conditioning Engineers ("ASHRAE"). Lessor shall provide the written reports to Lessee within thirty (30) days of completion of any service/repairs. The semi-annual maintenance will include, but is not limited to the service of the following items, as applicable: boilers, boiler stacks, chillers, air handling units, coils, filters, belts, cooling towers, pumps, chilled water cooling systems, hot water heating systems, compressors, fan coil units, heat pumps, HVAC system controls, changing filters, checking baffles, ductwork, damper positions and system balance.

- iv. All HVAC systems shall be tested and inspected by Lessor prior to Lessee occupancy to determine if the environmental conditions, as stated in the Lease, are met, and if adequate ventilation is provided for each area in accordance with the most current applicable standards and guidelines of the ASHRAE. Upon request by Lessee a certified report, signed by a registered engineer, who is certified by the National Environmental Balancing Bureau (NEBB), shall be submitted to the DGS/BRE, Room 503 North Office Building, Harrisburg, PA. 17125. The report shall be valid proof that the systems have been tested, adjusted, and balanced in accordance with the referenced standards, and be a true representation of how the systems are operating.
- v. Lessor shall be responsible throughout the term of the Lease to provide, at the request of Lessee, testing of the environmental conditions within the Premises, to include the submission of a detailed report signed by a registered engineer. The report should include recommendations for HVAC system modifications, if required to provide adequate ventilation and environmental conditions as stated per the Lease.
- vi. Lessor shall provide Lessee with a yearly preventative maintenance schedule for all HVAC systems.
- f. *Electrical.* Lessor shall maintain all electrical systems in accordance with the most current applicable standards of the National Fire Protection Association (NFPA).
- g. *Plumbing.* Lessor shall maintain all plumbing systems, including but not limited to meters, pressure regulating valves, isolation valves, backflow preventers, support assemblies and thermal insulation components. All maintenance shall be complete in accordance with the most current, applicable standards and guidelines of the International Plumbing Code, the Pennsylvania Department of Environmental Protection, and Building Officials and Code Administrators (BOCA).
- h. *Lessor Representative.* Lessor shall have a building superintendent or a locally-designated representative available to proactively manage the Premises and to promptly respond/acknowledge Lessee's requests for service within twenty-four (24) hours. Lessor or the Lessor's representative must be available by telephone to respond to emergency situations twenty-four (24) hours a day, seven (7) days a week. Lessor or Lessor's representative must respond to emergencies within two (2) hours, or sooner if specifically required elsewhere in the Lease.
- i. *Painting.*
 - i. Lessor shall repaint the Premises every five (5) years during the term of this Lease, and any option terms, after Normal Business Hours. Lessor shall be responsible for the cost of moving furniture and equipment. Lessor shall contract with the furniture vendor selected by Lessee to move the furniture and equipment. Lessor shall notify Lessee at least forty-eight (48) hours in advance of repainting. Any repainting of the Premises, in whole or in part, may be waived by Lessee if it is determined that such repainting is not necessary.
 - ii. Lessor shall, upon Lessee's request, repaint portions of the Premises more frequently, if necessary, to maintain an appropriate appearance.
 - iii. Should the Premises contain lead-based paint, Lessor shall be responsible for the abatement of the lead-based paint in accordance with state and federal standards, whichever standards are higher or most stringent shall prevail.
- j. *Parking Lot.* Lessor shall be responsible, throughout the term of the Lease, for the maintenance and repair, including but not limited to, parking lot lighting, the black top of the parking lot and the repainting of parking lines every five (5) years or sooner if necessary and agreed upon by Lessee and Lessor. Lessor shall respond within ten (10) business days of notification by Lessee of holes and/or cracks, which pose a safety hazard, in the parking lot.

k. *Water Intrusions.* Upon notification by Lessee of any event of water intrusion, Lessor shall respond immediately to determine the nature of the incident.

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

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

- a. Construct and renovate the Premises, at Lessor's sole cost and expense, and in return for Rent paid by Lessee, in accordance with all plans and specifications set forth in **Attachment B** and **Attachment C**, and within the dates set forth in the Construction Completion Timeline Section of the Lease Cover Sheet; and
- b. Not begin any construction or renovation until after the Lease has been executed and a Pre-Construction Meeting has been held; and
- c. Comply with all applicable local, state and federal construction codes, regulations, statutes, ordinances and laws, applying whichever is most stringent. All work shall conform to the latest standards of the trade; and
- d. Furnish all labor, superintendence, materials, tools and equipment and perform all work necessary to complete all construction to the satisfaction of the Lessee; and
- e. Complete all general construction work in accordance with the Work as shown in **Attachment B** and **Attachment C**; and
- f. Not use any construction materials containing asbestos. If Lessor is renovating a space and finds friable materials containing asbestos, then Lessor shall remove the friable materials containing asbestos in accordance with OSHA and EPA regulations. Contractors need to be trade specific licensed/certified to remove the friable materials containing asbestos; and
- g. Shall restore the area in such a manner that is acceptable to Lessee; and
- h. Shall comply with the Americans with Disabilities Act (ADA), whether or not specifically mentioned in the specifications or depicted on the drawings. All work must be in accordance with all applicable local, state, and federal codes and regulations, whichever is most stringent, regarding ADA.

17. **Completion.**

- a. Upon receipt of an executed copy of this Lease, Lessor shall, all in accordance with the timeframe set forth in the Construction Completion Timeline Section of the Lease Cover Sheet, undertake the following:
 - i. Within thirty (30) days, furnish Lessee with detailed plans, specifications, drawings and other relevant construction documents (collectively, "Documents") pertaining to the construction and/or renovation;

- ii. Within thirty (30) days after the receipt of the Documents, Lessee shall then review and either approve or reject the Documents. Lessor and Lessee agree that the approved Documents shall depict, as accurately as possible, the Premises. In the event Lessee's review exceeds thirty (30) days, the completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial thirty (30) day review period;
- iii. Within thirty (30) days of Lessee's approval of the Documents, Lessor shall then commence the construction and/or renovation in accordance with the approved Documents;
- iv. Within thirty (30) days after Lessee has approved of the Documents, provide Lessee with a construction timeline;
- v. Shall have the entire project completed, including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy, within the Construction Completion Timeline set forth on the Lease Cover Sheet unless otherwise agreed upon, in writing, by Lessor and Lessee.

b. Upon completion of the Work, to prove that the Premises are ready for occupancy, Lessor shall, at Lessor's expense:

- i. Arrange for field measurements of the Premises and verification of the Net Usable Square Footage by a licensed architect and/or engineer;
- ii. Provide Lessee with a written certificate from Lessor's architect/engineer that shall include a sealed set of drawings showing, in red, any changes in the dimension of the Premises, or in the Net Usable Square Feet, from the last set of drawings which Lessor provided to the DGS/BRE. The certificate shall: (i) include the date(s) when the measurements were done; (ii) specify the Net Usable Square Feet; and (iii) state that the Net Usable Square Feet were determined based upon the Commonwealth's net usable square footage definition. The certificate must be signed by the architect/engineer and bear such professional's seal. The Net Usable Square Feet shall be subject, at any time, to verification by Lessee;
- iii. Furnish complete as-built drawings of the completed structure in an AutoCAD version and format acceptable to Lessee, together with hard copy drawn to a minimum 1/8 inch = 1 foot scale;

c. Unless Lessee has agreed, in writing, to an extension of the completion date for the Work, if Lessor fails or refuses to comply with the provisions in this Paragraph, Lessee, after giving Lessor thirty (30) days' notice, in writing, shall have the right to terminate this Lease and/or exercise any other remedy it may have under the Lease or at law. Furthermore, in addition to these rights, Lessor must pay Lessee, at Lessee's option, as liquidated damages, one percent (1%) of the first year's annual Rent under this Lease for each and every day the Premises are not ready for occupancy by the date provided herein.

d. No Rent shall be due or payable until:

- i. Lessee completes and signs the Acceptance of Leased Premises and/or Renovations Inspection Report (GSRE-42-N (08-13) as set forth on **Exhibit 1** attached hereto. Lessee may not unreasonably withhold condition or delay such acceptance; and
- ii. Lessor has complied with all other provisions of this Lease.

18. Certificate of Occupancy.

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

19. Leasehold Improvements.

- a. Any and all Leasehold Improvements requested by Lessee, agreed upon by Lessor, and which cost fifty thousand dollars (\$50,000) or more shall be completed by Lessor, and paid for by Lessee, through the full execution of a Lease Amendment. Such Lease Amendment must be fully executed by both parties and delivered to Lessor before any work commences.
- b. Any and all Leasehold Improvements requested by Lessee, agreed upon by Lessor, and which cost less than fifty thousand dollars (\$50,000), shall be approved by both Lessor and Lessee through the full execution of either a Consent Form or Change Order. If the parties agree that Lessee will perform the work, then a Consent Form shall be signed by Lessor and approved by DGS/BRE before any work commences. If the parties agree that the Lessor will perform the work, then a Change Order shall be fully executed by both parties and delivered to Lessor before any work commences.
- c. Any and all Leasehold Improvements shall be constructed in compliance with all applicable local, state and federal codes, regulations, statutes, and/or ordinances, applying whichever are most stringent.
- d. The Premises shall be restored in a manner that is acceptable to Lessee, when the Leasehold Improvement is completed by Lessor, or acceptable to Lessor, when the Leasehold Improvement is completed by Lessee.

20. Fire/Safety. Lessor shall:

- a. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire alarm and evacuation system that is in compliance with all applicable Federal, state, and municipal laws, ordinances and regulations.
 - i. The fire alarm and evacuation system shall be audible and visual.
 - ii. The fire alarm and evacuation system shall be operational twenty-four (24) hours a day, seven (7) days a week.
 - iii. Lessor shall be responsible for providing, installing, and maintaining a dedicated voice analog/digital telephone line for the fire and security systems.
 - iv. Lessor shall have the fire alarm and evacuation system serviced and tested annually, in compliance with **Attachment B**; and Lessor shall furnish proof of same to Lessee upon request. All testing of the fire alarm and evacuation system shall occur after Normal Business Hours, unless otherwise agreed upon by Lessor and Lessee.
 - v. Lessor shall provide Lessee a yearly maintenance schedule for the fire alarm and evacuation system.
 - vi. Lessor shall provide ongoing training of the fire alarm and evacuation system, as requested by Lessee, during the term of the Lease.
- b. Provide, monitor, and maintain, at Lessor's expense, an NFPA compliant fire suppression system, including but not limited to fire extinguishers and sprinklers, in compliance with all applicable Federal, state, and municipal laws, ordinances, and regulations.
 - i. Lessor shall have the fire suppression system serviced and tested annually, in compliance with **Attachment B**, and furnish proof of same to Lessee upon request. All testing of the fire suppression system shall occur after Normal Business Hours.
 - ii. Lessor shall maintain a yearly maintenance schedule for the fire suppression system and provide it to Lessee within ten (10) days upon request.

- iii. Lessor shall provide ongoing training, as requested by Lessee, during the term of the Lease, of the fire suppression system.
- iv. Lessor shall be responsible for the inspection and recharging of all fire extinguishers.
- c. Coordinate with the Using Agency a bi-annual Emergency Evacuation Drill.
- d. Prior to any installation and/or updates to either the fire alarm and evacuation system or the fire suppression system or the security system, obtain Lessee's approval of the installation and/or update.
- e. Upon request from Lessee, provide a new locking system and/or associated hardware, after a break-in or a series of thefts or other similar unusual occurrences at the Premises.
- f. Annually test and inspect, without an additional charge to Lessee, any and all other safety systems, including but not limited to emergency generators, on the Premises to ensure proper operation. All testing and inspections shall be done in compliance with all applicable Federal, state, and municipal laws, ordinances, and regulations.
- g. Shall display any and all inspection certificates as appropriate and shall provide any and all inspection certificates to Lessee upon Lessee's request.

21. Insurance.

- a. At all times during the term of the Lease, Lessor shall procure and maintain, at its expense, the following types of insurance, issued by companies acceptable to Lessee and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:
 - i. Worker's Compensation Insurance for all of Lessor's employees and those of any contractor engaged in work at the Premises, in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereto.
 - ii. Public Liability Insurance to protect Lessee, Lessor and any and all contractors from claims for damages for personal injury (including bodily injury), sickness or disease, accidental death and damage to property, including loss of use resulting from property damage, which may arise from services performed by Lessor, its agents or employees under this Lease, or from an alleged defective, dangerous or untenable condition of the Premises. The limits of such insurance shall be in an amount not less than \$500,000 each person and \$2,000,000 each occurrence. Such policy shall name the Commonwealth of Pennsylvania as an additional insured.
 - iii. Builders Risk. During the period of any construction of the Premises or the building (including, without limitation, the Work), Lessor shall purchase and maintain (or shall cause its general contractor to purchase and maintain) Builders Risk "All Risk" or equivalent policy form in the amount of the initial construction contract sum plus the value of subsequent contract modifications and the cost of materials supplied or installed by others, comprising the total value of the entire Building on a replacement cost basis without optional deductibles. Such property insurance shall also cover portions of the Work stored off the site and portions of the Work in transit. Such insurance shall, unless otherwise agreed in writing by all persons and entities that are beneficiaries of such insurance, (a) be maintained until the construction project is complete, (b) include at least the interests of Lessor, Lessee, and any and all contractors, and (c) include Loss of Use insurance due to a covered loss, including Leasehold Interest Coverage in favor of Lessee subject to a minimum limit of twice the Rent due for the first Lease Year. The period of coverage for this Loss of Use shall be, at a minimum, the length of the original construction period of the applicable construction project.

- iv. Property. At all other periods during the term of the Lease, Lessor shall provide "All-Risk" or equivalent property insurance covering the Building and appurtenant structures and improvements up to the full replacement cost thereof, including all fixtures, equipment, machinery and apparatus which constitute a permanent part of such Building, and other structures and improvements. If the coverage is available and commercially appropriate (with commercially appropriate sublimits), such property insurance shall insure against all risks of direct physical loss or damage including without limitation the perils of fire (with extended coverage), and physical loss or damage including theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, and boiler/machinery. Such policy shall also include coverage for debris removal and the enforcement of any legal requirements requiring the upgrading, demolition, reconstruction or replacement of any portion of the Premises as the result of a covered loss. Such policy shall permit partial occupancy as construction progresses.
- b. At all times when Lessor is obligated to maintain insurance coverage as provided in this Paragraph, Lessor shall comply with the following requirements:
 - i. All policies will be issued by carriers having ratings of Best's Insurance Guide A- or better, or its substantial equivalent if such Guide is no longer published, and admitted or permitted to engage in the business of insurance in the Commonwealth of Pennsylvania for the past five years. If any coverage is provided by an unrated captive, such captive will have financial resources of equivalent standing to those meriting a rating of Best's Insurance Guide A- or better, with audited financials of the captive to be furnished annually to Lessee.
 - ii. Any non-standard policy or endorsement other than as specified herein must be approved in advance in writing by Lessee, which approval shall not be unreasonably withheld, conditioned or delayed. No policy will contain a deductible or self-insured retention in excess of the limits set forth above, unless mutually agreed by Lessor and Lessee in their sole discretion.
 - iii. If the forms of policies, endorsements, certificates, or evidence of insurance required hereunder are superseded or discontinued, Lessee will have the right to require Lessor to provide other substantially equivalent forms consistent with the standards observed by prudent and reputable owners of office buildings of the same class as the Building, in the locality of the Building. Evidence of the insurance coverage required to be maintained by Lessor hereunder, represented by certificates of insurance issued by the insurance carrier(s) and constituting actual evidence of coverage, must be furnished to Lessee, at the address set forth in Paragraph 38 "Notice," at least thirty (30) days prior to the Commencement Date, and at least thirty (30) days prior to the expiration of current policies. Such certificates will specify the additional insured status (as applicable) of the Commonwealth of Pennsylvania. Such certificates will state that persons and parties required to be named hereunder as additional insureds have been so named, and that such additional insureds will be notified in writing thirty (30) days prior to cancellation, material change, or non-renewal of insurance. The "endeavor to" language contained in any cancellation notice section of such certificate shall be deleted. Such certificates, or a separate writing issued by the insurer or its agent together with such certificate, shall set forth the amounts of deductibles and all self-insured retentions.
 - iv. If Lessor fails to comply with its covenants made in this Paragraph, Lessee may, at its option, cause insurance as aforesaid to be issued, and in such event Lessor agrees to pay the premium for such insurance promptly upon Lessee's demand.
 - v. Lessor may carry any insurance required by this Paragraph under a blanket policy, applicable to the property to be insured hereunder for the risks and in the amounts required pursuant to this Paragraph, provided that all requirements of this Paragraph shall be complied with in respect of such policy.
 - vi. If requested in writing, Lessor shall provide to Lessee a certified copy of any and all insurance policies or endorsements required by this Lease, and Lessor shall provide such certified policies to Lessee within thirty (30) days after written request is made. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to Lessee.

- vii. All liability insurance to be maintained by Lessor shall be on an occurrence basis.
- c. At least thirty (30) days prior to the Commencement Date, Lessor shall provide Lessee with evidence, reasonably satisfactory to Lessee, that Lessor requires any other tenants of the Building to carry commercial reasonable limits of liability insurance to respond to liability exposures associated with such other tenants' occupancy of the Building.

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

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

23. **Damage/Destruction.** In the event of damage to the Premises by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for Lessee to continue to occupy or use the Premises for its operations, the Lessor, after notice from the Lessee of the condition shall have sixty (60) days to repair and/or restore the Premises to a tenantable condition. If Lessor fails to repair and/or restore the Premises within said period of sixty (60) days, or if Lessor fails to make reasonable progress during the sixty (60) day period, as determined by Lessee in its sole discretion, Lessee may, at its option: a.) terminate this Lease by giving Lessor thirty (30) days' written termination notice or b.) after first giving Lessor fifteen (15) days' written notice, repair and restore the Premises to a tenantable condition, and deduct such costs made in restoration of the Premises from the Rent due the Lessor. At Lessee's option, payment of Rent shall abate as long as the Premises remains in an 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.

24. **Encumbrances.** Lessor covenants:

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

25. **Regulations.**

- a. With full understanding by Lessor of the intended use of the Premises by Lessee, Lessor shall ensure that the Premises conform to all applicable laws, codes, ordinances, rules and regulations (collectively, "Regulatory Requirements").

- b. Lessor, at its sole expense, shall promptly take action to comply with changes in any Regulatory Requirements when such changes occur during the term of this Lease and any renewal thereof.
- c. Lessor shall be responsible for the payment of any signage fees imposed by local governmental authorities.

26. Communication Lines.

- a. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to install, maintain, upgrade, operate, repair and replace, at Lessee's cost, on the roof of the Premises "Rooftop Communication Devices" or "RCDs".
 - i. RCD may include, without limitation, a back-up generator, and transmitter(s), microwave or satellite dishes or antenna(s), or other communications fixtures or equipment utilized for receiving or transmitting voice, video, data or other communications, together with all wiring, equipment and facilities reasonably necessary to make the same functional and connected with the Premises.
 - ii. The RCDs shall be for the sole use of Lessee in the operation of their business within and outside the Premises (including, without limitation, public broadcast services), but not for any sublicense for profit.
- b. Subject to all applicable governmental requirements and restrictions, Lessee shall have a non-exclusive right to interconnect the RCD with Lessee's other equipment located in the Premises using risers, conduits, chases, and other mutually agreeable locations in the Premises.
- c. If the Lessee desires to install voice, data or other communications lines (including, without limitation, fiber optic lines) to the Premises, or to communications equipment devices serving the Premises but located outside of the Premises, Lessor shall approve, which approval shall not be unreasonably withheld, delayed or conditioned.
 - i. The allocation of space in risers and conduits not installed by Lessee;
 - ii. The installation of risers and conduits by Lessee;
 - iii. The use of mechanical or equipment space, and appropriate shielding.
- d. In the event of any conflict between any use or installation made, or proposed to be made, by Lessee with any other occupants, tenants, or users of Lessor's building, if such conditions should exist, Lessor shall use its good faith best efforts to afford Lessee priority in such use or installation of communication lines, consistent with Lessor's existing obligations to other occupants, tenants or users of Lessor's building and Lessor's operation of their building.
- e. Lessor shall cooperate with Lessee in establishing protocols enabling Lessee and Lessee's contractors to obtain immediate access to communications rooms within the Premises and/or Lessor's building which contain Lessee's communications equipment.

27. Vending.

- a. Lessee reserves the right to install and operate vending machines on the Premises without any additional payment to Lessor or any sharing of the income derived from the operation of the vending machines.
- b. Lessor shall not install or operate any vending machines in the Premises unless agreed upon by the Using Agency.
- c. If the Premises are located in a multi-tenant building, Lessor may install vending machines in the Common Areas of the Building.

- d. All receipts from the operation of vending machines, after costs of goods sold, and all commissions paid by a commercial vending concern, shall accrue to the licensed blind vendor operating the vending machines on the Premises or, if none, to the Commonwealth Employment Fund for the Blind, as required by the "Little Randolph-Sheppard Act", 71 PS §§ 580.1-20.

28. Asbestos.

- a. Lessor represents and warrants that the Premises and/or Lessor's building and/or any of Lessor's building systems or components serving the Premises, and all Common Areas of the Premises will, no later than the Commencement Date, be free of any and all asbestos and asbestos containing materials not properly encapsulated or enclosed in compliance with all applicable law and governmental requirements, without cost or expense to Lessee.
- b. Lessor shall complete and sign the Asbestos Certification attached hereto and marked as **Exhibit 4**, and agrees to comply with the conditions and requirements within the Asbestos Certification.
- c. Lessor agrees to protect, indemnify and save harmless Lessee from and against any and all liabilities, losses, damages, costs, expenses (including, without limitation, reasonable attorney's fees and costs), cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of, or connected with, the presence of asbestos in the Premises or the Building or any of the Building systems or components serving the Premises.

29. Assignment by Lessor.

- a. Lessee shall not be obligated to recognize any assignment or other transfer of the Lease by Lessor, nor shall Lessee be obligated to pay the Rent or other sums payable to Lessor hereunder, to any assignee or other transferee of the interest of Lessor in the Lease, unless and until such assignment or transfer has been approved, in writing, by Lessee, which approval shall not be unreasonably withheld.
- b. Until such approval is granted, Lessee shall have the right to continue to recognize and treat the assigning Lessor as the "Lessor" for all purposes of the Lease.
- c. Lessor shall provide a written request for approval of assignment or other transfer of the Lease by Lessor to Lessee at least ninety (90) days prior to transfer.
- d. Within thirty (30) days following receipt of Lessor's written notice, Lessee shall advise Lessor in writing of the applications, documents and other information required to enable Lessee to assess and act upon Lessor's request for approval.
- e. Within sixty (60) days following receipt by Lessee of all completed applications, documents and other information enabling Lessee to assess and act upon Lessor's request for approval, Lessee shall provide written notice of their approval or disapproval of such assignment or other transfer document.
- f. In no event, shall Lessee's failure to provide such written notice within the sixty (60) days be deemed to constitute Lessee's approval of such assignment or other transfer.

30. Assignment and Subletting by Lessee.

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

31. Right to Know Law Requirements.

- a. The *Pennsylvania Right-to-Know Law*, 65 P.S. §§ 67.101-3104 ("RTKL") applies to this Lease.
- b. If Lessee needs Lessor's assistance in any matter arising out of the RTKL related to this Lease, it shall notify Lessor using the legal contact information provided in this Lease. Lessor, at any time, may designate a different contact for such purpose upon reasonable prior written notice to Lessee.
- c. Upon written notification from Lessee that it requires Lessor's assistance in responding to a request under the RTKL for information in Lessor's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), Lessor shall:
 - i. Provide Lessee, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in Lessor's possession arising out of this Lease that Lessee reasonably believes is Requested Information and may be a public record under the RTKL; and
 - ii. Provide such other assistance as Lessee may reasonably request, in order to comply with the RTKL with respect to this Lease.
- d. If Lessor considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Lessor considers exempt from production under the RTKL, Lessor must notify Lessee and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of Lessor, explaining why the requested material is exempt from public disclosure under the RTKL.
- e. Lessee will rely upon the written statement from Lessor in denying a RTKL request for the Requested Information unless Lessee determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should Lessee determine that the Requested Information is clearly not exempt from disclosure, Lessor shall provide the Requested Information within five (5) business days of receipt of written notification of Lessee's determination.
- f. If Lessor fails to provide the Requested Information within the time period required by these provisions, Lessor shall indemnify and hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee.
- g. Lessee will reimburse Lessor for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.
- h. Lessor may file a legal challenge to any Lessee decision to release a record to the public with the Office of Open Records, or in the Pennsylvania courts; however, Lessor shall indemnify Lessee for any legal expenses incurred by Lessee as a result of such a challenge and shall hold Lessee harmless from any damages, penalties, costs, detriment or harm that Lessee may incur as a result of Lessor's failure, including any statutory damages assessed against Lessee, regardless of the outcome of such legal challenge. As between the parties, Lessor agrees to waive all rights or remedies that may be available to it as a result of Lessee's disclosure of Requested Information pursuant to the RTKL.
- i. Lessor's duties relating to the RTKL are continuing duties that survive the expiration of this Lease and shall continue as long as Lessor has Requested Information in its possession.

32. **Payment of Prevailing Minimum Wages.** Lessor and Lessor's contractor(s) must comply with the following conditions, provisions, and requirements in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises:

- a. Lessor and Lessor's contractors shall pay at least the wage rates as determined by the Secretary of the Pennsylvania Department of Labor and Industry and shall comply with the conditions of the *Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq.*, and the regulations issued thereto, to assure the full and proper payment of the rates.
- b. Workers in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid at least the general prevailing minimum wage rates as set forth in the prevailing minimum wage predetermination, issued by the Secretary of Labor and Industry.
- c. These requirements apply to work performed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises by Lessor, Lessor's contractor(s) and all subcontractors.
- d. Lessor shall insert in all its contracts for the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises and shall require the contractor(s) to insert in each of its subcontracts the stipulations contained in these provisions.
- e. No workers may be employed in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises except in accordance with the classifications in the prevailing minimum wage predetermination of the Secretary. If additional or different classifications are necessary, Lessor shall request the Department of General Services to petition the Secretary of Labor and Industry for rates for additional or different classifications.
- f. Workers employed or working in the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises shall be paid unconditionally, regardless of whether a contractual relationship exists or the nature of a contractual relationship which may be alleged to exist between a contractor, subcontractor and worker, at least once a week, without deduction or rebate, on any account, either directly or indirectly except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the lease, the *Prevailing Wage Act* or the regulations promulgated pursuant to the Act prohibits the payment of more than the general prevailing minimum wage rates as determined by the Secretary to a worker on a public work.
- g. Lessor shall require its contractor(s) and each subcontractor to post for the entire period of the construction of the building, substantial rehabilitation of the building and/or substantial alterations to the Premises the wage determination decisions of the Secretary, including the effective date of changes thereof, in a prominent and easily accessible place or places at the site of the work and at the places used by them to pay workers their wages. The posted notice of wage rates shall contain the following information:
 - i. The name of project.
 - ii. The name of the Commonwealth agency that will be the tenant in the facility.
 - iii. The crafts and classifications of workers listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - iv. The general prevailing minimum wage rates determined for each craft and classification and the effective date of changes.

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

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

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

- a. Pursuant to federal regulations promulgated under the authority of the *Americans with Disabilities Act*, 28 C. F. R. § 35.101 *et seq.*, the contractor understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this agreement or from activities provided for under this agreement. As a condition of accepting and executing this agreement, the contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C. F. R. § 35.130, and all other regulations promulgated under *Title II* of the *Americans with Disabilities Act* which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
- b. The contractor shall be responsible for and agrees to indemnify and hold harmless the Commonwealth from all losses, damages, expenses, claims, demands, suits, and actions brought by any party against the Commonwealth as a result of the contractor's failure to comply with the provisions of this Paragraph.

34. **Contractor Integrity Provisions.** The word "contractor" as used herein shall refer to Lessor. It is essential that those who seek to contract with the Commonwealth observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process.

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

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.
- b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c. Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e. Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
 - i. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - ii. been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
 - iii. had any business license or professional license suspended or revoked;

- iv. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
- v. been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

- f. Contractor shall comply with the requirements of the *Lobbying Disclosure Act* (65 Pa.C.S. §13A01 et seq.) regardless of the method of award. If this contract was awarded on a Non-bid Basis, Contractor must also comply with the requirements of the *Section 1641 of the Pennsylvania Election Code* (25 P.S. §3260a).
- g. When Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including but not limited to contact by a Commonwealth officer or employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the Commonwealth contracting officer or the Office of the State Inspector General in writing.
- h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- i. Contractor shall cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions. Contractor agrees to make identified Contractor employees available for interviews at reasonable times and places. Contractor, upon the inquiry or request of an Inspector General, shall provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. Such information may include, but shall not be limited to, Contractor's business or financial records, documents or files of any type or form that refer to or concern this contract. Contractor shall incorporate this paragraph in any agreement, contract or subcontract it enters into in the course of the performance of this contract/agreement solely for the purpose of obtaining subcontractor compliance with this provision. The incorporation of this provision in a subcontract shall not create privity of contract between the Commonwealth and any such subcontractor, and no third-party beneficiaries shall be created thereby.
 - i. For violation of any of these Contractor Integrity Provisions, the Commonwealth may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or non-use of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Commonwealth may have under law, statute, regulation, or otherwise.

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

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

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

36. **Offset Provisions.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees that the Commonwealth of Pennsylvania (the "Commonwealth") may set off the amount of any state tax liability or other obligation of the Contractor or its subsidiaries to the Commonwealth against any payments due the Contractor under any contract with the Commonwealth.

37. **Nondiscrimination/Sexual Harassment Clause.** The word "Contractor" as used herein shall refer to Lessor. The Contractor agrees:

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

38. **Notice.** Any notice or demand from Lessee to Lessor or from Lessor to Lessee shall be in writing and shall be delivered by hand or by deposit in United States mail, postage prepaid, via registered or certified mail. If the Notice is to the Lessor, it should be placed in an envelope addressed to the attention of the Lessor Contact identified on the Lease Cover Sheet. If the Notice is to the Lessee, it should be placed in an envelope addressed to the attention of:

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

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

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

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

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

- b. If an Event of Default poses a risk of material injury or damage to persons or property, and a cure is reasonably necessary to prevent material injury or damage to persons or property, and Lessee so notifies Lessor of this risk and the necessity to cure within a shorter time period of thirty (30) days, and Lessor fails to commence its cure within any such shorter time period stated in said notice to prevent material injury or damage, then Lessee may, after written notice to Lessor, cure the Event of Default which poses a risk of material injury or damage to persons or property.
 - i. Lessor shall reimburse Lessee for their reasonable costs and expenses, including but not limited to costs incurred due to a temporary move of Lessee, in connection with Lessee curing the Event of Default together with interest on the amount of such costs and expenses, including but not limited to costs incurred for any and all temporary relocation(s), as a result of the Event of Default, of Lessee, at a rate of ten percent (10%) per annum from the date such costs and expenses were incurred.
 - ii. Such reimbursement shall be made within ten (10) days after Lessor receives an invoice from Lessee detailing the costs and expenses of the cure.
 - iii. If Lessor fails to pay the Lessee the full amount, as evidenced in the invoice from Lessee, within ten (10) days after receipt of the invoice, then Lessee shall have the right to set off the full amount due to Lessee against the Rent.
 - iv. Lessor shall continue to be liable to Lessee for any amounts Lessee elects not to offset against Rent.
- c. Lessee shall not be liable to Lessor for the manner in which Lessee performs Lessor's obligations under this Paragraph, and Lessor releases Lessee of any liability of any nature related to such performance.
- d. Lessee's performance of a Lessor obligation under this Paragraph shall not relieve Lessor from thereafter performing that obligation.
- e. Terminate this Lease and the tenancy created hereby.
- f. Abate payment of Rent as long as the Event of Default remains in effect. After corrective action has been completed by Lessor, Lessee shall pay Lessor the withheld Rent less any costs and expenses, including but not limited to, costs incurred for any and all temporary relocation(s) of Lessee, as a result of the Event of Default suffered by Lessee.
- g. The thirty (30) day notice requirement imposed by Lessee in this Paragraph does not apply where the Event of Default results in Lessee's vacating the Premises. In such an event, the Lessor's thirty (30) day period to cure begins immediately upon the occurrence of the Event of Default notwithstanding that Lessor's written default notice may be sent subsequent to the occurrence of the Event of Default.
- h. Notwithstanding the last sentence of this Paragraph, Lessee, in its sole discretion, may immediately and permanently abate Rent for the period Lessee is constructively evicted from the Premises.
- i. Notwithstanding any other provision of this Lease, Lessee in its sole discretion may terminate this Lease and the tenancy created hereby in the event there are three or more Events of Default within any three-hundred sixty-five (365) day period, regardless of whether Lessor cures the defaults in accordance with this Paragraph.
- j. The remedies of Lessee set forth in this Paragraph shall be in addition to all other remedies available at law or equity to Lessee for any default by Lessor under this Lease.

41. **No Waiver of Rights.** The failure by Lessee to require performance of any provision of this Lease shall not affect Lessee's right to require performance at any time thereafter. Further, a waiver of any breach or default of this Lease shall not constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

42. Disputes.

- a. In the event of a controversy or claim arising from the Lease,
 - i. Lessor shall, within six (6) months after the cause of action accrues, file a written claim with the Director of the Bureau of Real Estate, Department of General Services, for a determination. The claim shall state all grounds upon which Lessor asserts a dispute exists.
 - ii. If Lessor fails to file a claim or files an untimely claim, Lessor acknowledges and agrees that they have waived their right to assert a claim in any forum.
- b. At the time the claim is filed, or within sixty (60) days thereafter, either party may request mediation through the Commonwealth Office of General Counsel Dispute Resolution Program.
 - i. If Lessor or the Director of the Bureau of Real Estate requests mediation and the other party agrees, the Director of the Bureau of Real Estate shall promptly make arrangements for mediation.
 - ii. Mediation shall be scheduled so as to not delay the issuance of the final determination beyond the required one hundred twenty (120) days after receipt of the claim if mediation is unsuccessful.
- c. If mediation is not agreed to or if a resolution is not reached through mediation, the Director of the Bureau of Real Estate shall review any timely-filed claim and issue a final determination, in writing, regarding the claim.
- d. The final determination shall be issued within one hundred twenty (120) days of the receipt of the claim, unless extended by consent of Lessee and the Lessor. The Director of the Bureau of Real Estate shall send his/her written determination to Lessor.
 - i. If the Director of the Bureau of Real Estate fails to issue a final determination within one hundred twenty (120) days (unless extended by consent of the parties), the claim shall be deemed denied.
 - ii. The determination of the Director of the Bureau of Real Estate shall be the final order of the Department of General Services.
- e. Within fifteen (15) days of the mailing date of the determination denying a claim, or within one hundred thirty-five (135) days of filing a claim, if no extension is agreed to by the parties, whichever occurs first, Lessor may file a statement of claim with the Commonwealth Board of Claims.
- f. Pending a final judicial resolution of a controversy or claim, Lessor shall proceed diligently with the performance of this Lease in a manner consistent with the determination of the Director of the Bureau of Real Estate.
- g. Notwithstanding anything herein to the contrary, Lessee expressly reserves its rights to file any claim against Lessor in any forum of their choice including, but not limited to, the Commonwealth Board of Claims, Commonwealth Court, Dauphin County, or any other county court, and the U.S. District Court for the Middle District of Pennsylvania.

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

ATTACHMENTS:

Attachment A – Lease Standard Terms and Conditions

Exhibit 1 – Acceptance of Leased Premises Inspection Report (GSRE-42-N (08-13))
Exhibit 2 – Consent Form
Exhibit 3 – Leasehold Improvement Change Order
Exhibit 4 -- Asbestos Certification
Exhibit 5 – Enhanced Minimum Wage Provisions

Attachment B –Commonwealth of Pennsylvania Standard Building Specifications

Attachment C –Commonwealth of Pennsylvania Using Agency Building Specifications

44. **Modifications to the Lease.** This Lease shall not be modified, amended or rescinded orally. This Lease supersedes all prior agreements, discussions and understandings, both written and oral, between the parties with respect to this Lease. Any and all modifications to the Lease must be done by Lease Amendment that is signed by both parties and approved by the Board of Commissioners of Public Grounds and Buildings, the Secretary of the Department of General Services, or via Consent Form or Change Order.

45. **Interpretation.** This Lease shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania.

46. **Review of Lease.** The parties acknowledge that each party and its respective counsel have reviewed this Lease and that no rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Lease or any amendment or Exhibits hereto.

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

48. **Time is of the Essence.** Time is of the essence of all provisions of the Lease, including all Notice Provisions, to be performed by or on behalf of Lessor and Lessee.

49. **Binding Successors and Assigns.** All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and permitted assigns of the parties.

50. **Survival.** The expiration of the Lease, whether by lapse of time or otherwise, shall not relieve either party of any obligations which accrued prior to, or which may continue to accrue, after the expiration of or early termination of this Lease.

51. **Conflict between Lease Terms and Conditions and Specifications.** To the extent that there are any conflicts among the Lease Cover Sheet, these **Attachment A** Lease Standard Terms and Conditions, the Commonwealth of Pennsylvania Standard Building Specifications set forth in **Attachment B**, and/or the Commonwealth of Pennsylvania Using Agency Building Specifications set forth in **Attachment C**, Lessor shall maintain/construct the Premises in accordance with the most stringent standard.

52. **Integration.** This Lease, including all referenced Attachments and Exhibits, which are incorporated herein and made a part hereof, constitutes the entire agreement between the parties. No agent, representative, employee, or officer of Lessor or Lessee has the authority to make, or has made, any statement, agreement, or representation, oral or written, in connection with this Lease, which in any way can be deemed to modify, add to, or detract from, or otherwise change or alter its terms and conditions. No negotiations between the parties, nor any custom or usage, shall be permitted to modify or contradict any of the terms and conditions of this Lease. No modifications, alterations, changes, or waiver to this Lease or any of its terms shall be valid or binding unless accomplished by a written amendment, Consent Form or Change Order signed by both parties, consistent with Paragraph 43, "Attachments and Exhibits Part of Lease" and Paragraph 44, "Modifications to the Lease".

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

EXHIBIT 1

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

ACCEPTANCE OF LEASED PREMISES AND/OR RENOVATIONS INSPECTION REPORT

LESSOR: _____
(NAME)

_____ (STREET) _____ (CITY) _____ (COUNTY)

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

USING AGENCY: _____
(DEPARTMENT) _____ (BUREAU)

This is to certify that I have visually inspected the above premises on _____
(DATE)
and find that the premises are built and/or renovated in accordance with the requirements of
Lease _____,
(LEASE #)

with the exception of the following items:

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

(Additional items on attached sheet, if necessary)

The _____ hereby accepts the above premises for occupancy
(USING AGENCY)
effective _____ and approves the _____ New Construction _____ Renovations
(ACCEPTANCE DATE)
excepting the above items numbered _____
Further, _____ agrees that _____
(USING AGENCY) _____ (ACCEPTANCE DATE)

is to be the effective date of occupancy; that the rental for the above mentioned property shall commence on that date, that the lease term, upon the execution of this document by all parties, shall extend for _____ years from the acceptance date; with any option terms provided for in the lease being adjusted accordingly.

(USING AGENCY'S REPRESENTATIVE)

(TITLE)

(USING AGENCY)

I understand and agree to the foregoing and I certify, as lessor of the above referenced premises, that completion of the excepted items as stated herein shall be no later than _____. I also acknowledge and agree that, should I fail to complete any of those items within the above time frame, then the (USING AGENCY) _____ may at its discretion withhold rental payments.

I hereby agree to the adjustment in the lease and option terms described above.

Copy to DGS _____
(LESSOR)

Copy to Treasury _____

Copy to Comptroller _____

EXHIBIT 2

Leasehold Improvement Consent Form

LESSOR CONSENT FORM

LEASE #: _____ ("Lease")

FRE CONTRACT #: _____

LESSOR: _____

USING AGENCY: _____

PROPERTY ADDRESS: _____

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

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

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

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

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

LESSOR:

LESSEE:

Commonwealth of Pennsylvania, acting through
the Department of General Services

Print Name:
Title:

Print Name:
Title:

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

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

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

EXHIBIT 3

Leasehold Improvement Change Order

EXHIBIT "3"



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

LEASEHOLD IMPROVEMENT CHANGE ORDER # FOR LEASE #

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

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

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

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

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

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

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

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

LESSOR:

Date: _____

LESSEE:

Commonwealth of Pennsylvania,
acting through the Department of General Services

Date: _____

Elizabeth N. Woods, Director
Bureau of Real Estate

Distribution: Agency Comptroller and/or Treasury Department

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

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

EXHIBIT 4

Asbestos Certification

Exhibit “4”
ASBESTOS CERTIFICATE

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:
 - a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).
 - b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.
 - c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.
 - d. All suspect materials must be analyzed for asbestos, except for the following:
 - i. Roofing materials
 - ii. Undamaged fire doors
 - iii. Exterior siding
 - e. Suspect materials not analyzed must be reported as “assumed-ACM”.
 - f. Physical and hazard assessments of all ACM and assumed-ACM must be performed by PAL&I-certified management planner(s), each with a minimum of one year experience in preparing management plans for ACM in buildings.

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

2. LESSOR agrees that any and all recommendations made by the professional preparing the above management plan to repair, remove, encapsulate, or otherwise abate any or all ACM or assumed-ACM in the building(s) will be completed prior to occupancy by LESSEE. As a minimum requirement, all ACM or assumed-ACM with any degree of damage must be restored to an undamaged condition prior to occupancy of the PREMISES by LESSEE. LESSEE will not be responsible for any expenses incurred in complying with the recommended actions, or for LEASE payments prior to occupancy. This work must be completed in accordance with the following criteria:
 - a. LESSOR will notify LESSEE of all asbestos-related work, in writing, at least twenty (20) days prior to commencement of such work. When responding to emergency situation, notification to the LESSEE must occur as soon as possible, but no later than 12 hours after commencement of the work.
 - b. Abatement contractor must be PAL&I-certified as a contractor and have a minimum of two (2) years' experience in performing asbestos abatement work.

- c. Workers must be PAL&I-certified as asbestos abatement workers. Workers must be supervised by a PAL&I-certified abatement supervisor with a minimum of one (1) year experience in asbestos abatement.
- d. The services of an independent consulting firm must be retained during the course of abatement to monitor the contractor's performance, conduct air monitoring both inside and outside of critical barriers each day abatement is conducted, and conduct clearance testing.
- e. Daily air monitoring will consist of collecting a minimum of two (2) samples inside, and two (2) outside, each individual work area. Sample volume must exceed 1800 liters and analysis should be by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. Analysis results greater than or equal to .01 fibers per cubic centimeter for samples collected outside of the critical barriers will require prompt action on the part of the LESSOR, at the LESSOR'S sole cost, to protect LESSEE'S employees health and safety.
- f. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM less than or equal to 160 square feet of 260 linear feet, five (5) samples must be collected and analyzed by phase contrast microscopy using NIOSH 7400 performed by an AIHA-accredited laboratory. The volume of each sample must exceed 1800 liters. Analysis results greater than or equal to .01 fibers per cubic centimeter for any of the samples will result in failure of the testing, and will require recleaning until all five (5) sample results are less than .01 fibers per cubic centimeter.
- g. For clearance testing of projects involving the disturbance of a quantity of ACM or assumed-ACM greater than 160 square feet of 260 linear feet, the guidelines of 40 CFR Part 763, Subpart E, Appendix A, Section IV (Mandatory Interpretation of Transmission Electron Microscopy Results to Determine Completion of Response Actions) shall apply.
- h. Verbal results of clearance monitoring following abatement must be provided to LESSEE prior to removal of primary barriers. In addition, copies of all air monitoring results and hygienist's reports must be delivered to LESSEE within thirty (30) days following completion of any abatement action.

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

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

forty-eight (48) hours, on the part of the LESSOR and at the LESSOR'S sole cost, to protect LESSEE'S employees by undertaking during non-working hours the following:

- a. Repair all damaged ACM and damaged assumed-ACM, and remove all debris suspected of containing asbestos.
- b. Remove and replace damaged ACM and damaged assumed-ACM with other appropriate building materials and restore the building to a safe condition, or
- c. Encapsulate, enclose, encase, or other appropriate containment method on the damaged ACM and damaged assumed-ACM.

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

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

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

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

Table C-1, Page, Page _____ of _____
Summary of Tested and Assumed Materials

EXHIBIT 5

Enhanced Minimum Wage Provisions

V-CONTRACT-053.1 Enhanced Minimum Wage Provisions (July 2018)

1. **Enhanced Minimum Wage.** Contractor/Lessor agrees to pay no less than \$12.00 per hour to its employees for all hours worked directly performing the services called for in this Contract/Lease, and for an employee's hours performing ancillary services necessary for the performance of the contracted services or lease when such employee spends at least twenty per cent (20%) of their time performing ancillary services in a given work week.
2. **Adjustment.** Beginning July 1, 2019, and annually thereafter, the minimum wage rate shall be increased by \$0.50 until July 1, 2024, when the minimum wage reaches \$15.00. Thereafter, the minimum wage rate would be increased by an annual cost-of-living adjustment using the 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.
3. **Exceptions.** These Enhanced Minimum Wage Provisions shall not apply to employees:
 - a. exempt from the minimum wage under the Minimum Wage Act of 1968;
 - b. covered by a collective bargaining agreement;
 - c. required to be paid a higher wage under another state or federal law governing the services, including the Prevailing Wage Act and Davis-Bacon Act; or
 - d. required to be paid a higher wage under any state or local policy or ordinance.
4. **Notice.** Contractor/Lessor shall post these Enhanced Minimum Wage Provisions for the entire period of the contract conspicuously in easily-accessible and well-lighted places customarily frequented by employees at or near where the contracted services are performed.
5. **Records.** Contractor/Lessor must maintain and, upon request and within the time periods requested by the Commonwealth, furnish all employment and wage records necessary to document compliance with these Enhanced Minimum Wage Provisions.
6. **Sanctions.** Failure to comply with these Enhanced Minimum Wage Provisions may result in the imposition of sanctions, which may include, but shall not be limited to, termination of the contract or lease, nonpayment, debarment or referral to the Office of General Counsel for appropriate civil or criminal referral.
7. **Subcontractors.** Contractor/Lessor shall include the provisions of these Enhanced Minimum Wage Provisions in every subcontract so that these provisions will be binding upon each subcontractor.

APPENDIX D

COMMONWEALTH OF PENNSYLVANIA STANDARD BUILDING SPECIFICATIONS AND USING AGENCY SPECIFICATIONS

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

Pennsylvania State Police
General Specifications
And
Space Design Criteria
For
EBENSBURG STATION



DATE: 5/15/19

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INFORMATION FOR FULL SERVICE PROPOSALS

SECTION A - GENERAL

1 - INTRODUCTION

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

The standards set forth reflect the experience of State Police Officials in this field and have been chosen to provide adequate accommodations.

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

2 - LOCATION

The purpose of this program is to establish the personnel, space and building performance requirements for the Pennsylvania State Police to be located near Ebensburg, Pennsylvania.

This material is based on a review and analysis of existing facilities, an evaluation of the functions and organizational relationships, and the objectives and requirements for the Department's programs in the Law Enforcement area.

3 - INTENT

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

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

4 - PROFESSIONAL SERVICES

The selected LESSOR / DEVELOPER must have a Registered Architect prepare a complete set of drawings and documents for approval by the Department of Labor and Industry. The drawings contained in this proposal **shall only be used as a guide for space utilization and must not be used as a final set of construction drawings.** Prior to construction a complete set of drawings must be submitted to State Police, Facility Management Division, 1800 Elmerton Ave, Harrisburg, PA. 17110. It is intended that the LESSOR/ DEVELOPER will provide a completed structure with fully - developed interior fittings and features. At the completion of the project the LESSOR shall provide the Lessee with a complete AS-BUILT set of drawings in Auto CAD version 2006 or newer release on a CD or 3 1/2" disk and hard (paper) copy, drawn to a minimum 1/8" = 1'-0" scale with-in four (4) months of lease acceptance.

5 - SITE ADAPTATION

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

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

Accessibility to roads, where patrols will operate, and availability to the public, influence the location of State Police Stations. Generally, main highways are favored for actual locations, although a reasonable distance off such roads is permissible if a sign can be erected on the main road at the nearest point to the site. Stations near limited access highways should be located close to intersections to permit easy access to the station from both directions.

Adjoining buildings and immediate neighborhoods must be acceptable. The proximity of taverns, racetracks, junkyards and the like may be a major deterrent factor in the acceptability of a site. The Pennsylvania State Police will not consider use as a police station; proposals that offer shared space of any kind within the same building even though physical barriers may separate the spaces.

LESSOR is responsible for all costs related to changes that maybe required by the municipality, as a result of complaints from neighbors. (Example; exterior lighting complaints from neighbors)

6 - CONSTRUCTION COSTS

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

7 - PERMITS

LESSOR shall be responsible for obtaining all permits and approvals of any kind necessary for the proper and lawful execution of the work. This shall be done at the LESSOR'S own expense. Any alterations that a municipality or a government entity requires to be changed will be at the sole expense of the LESSOR.

8 - ALTERATIONS / UPGRADES

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

9 - ACCESS

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

10 - FUNCTIONAL ADJACENCIES

The proposed facility must normally contain floor space contiguously located in a single structure.

SECTION B - BUILDING REQUIREMENTS

1 - OFFICE SPACE & RELATIONSHIPS

This information shall be used in the layout for the facility, proposed or renovated. Various law enforcement functions require proper grouping to permit the station to operate in an efficient manner. These offices shall be grouped by function in the following: Communications, Crime, Patrol, Specialty Areas, Locker Rooms, Lavatories, Storage, Utilities and Miscellaneous areas. The accompanying generic floor plan depicts these relationships.

2 - SUPPORT SPACES

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

3 - PARKING

Persons with disability (ies), visitor, executive, and staff parking, as well as an area for State vehicles must be included along with landscaping and other site amenities. The parking for visitors must be separated from the employee and state vehicle parking.

4 - RESTROOMS

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

Fixture Per Floor

Number of Men* / Women	Water Closets	Lavatories
1 - 15	3	1
16 - 35	4	2
36 - 55	5	3
56 - 60	6	3
61 - 80	6	4
81 - 90	7	4
91 - 110	8	5
111 - 125	9	6
126 - 150	10	**
Over 150	***	

* In Men's facilities, urinals may be substituted for one - third of the water closet specified.

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

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

5 - EMERGENCY SERVICES

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

6 - LOCKING SYSTEM

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

SECTION C - MATERIALS AND ARCHITECTURAL DETAILS

1 - OFFICE FACILITIES

The generic floor plan is attached to show the relationship of various functions with-in the proposed facility. The generic floor plan includes a **Room Finish Schedule** that includes the room designations, room finishes and the proposed square footage for each area.

State Police Stations are classified as either a small, medium, larger or extra large station. This facility is designated as a **MEDIUM SIZED** station. Various requirements change based upon this size designation and are noted in other portions of the specifications.

2 - GENERAL CONSTRUCTIONS SPECIFICATIONS

2.1 GENERAL:

Construction material easily and economically obtained at the building site should be given first choice when available without sacrifice to quality. The material and finishes listed are recommended for their economy, their low maintenance requirement and their pleasing

appearance. In general the construction of the project facility shall be asbestos free. Materials or components used containing asbestos must be identified by product, material, and manufacturer and percent of asbestos contained by component.

2.2 FLOORS:

- 2.2.1 All footers shall be of plain cement concrete, and shall be pre - engineered for reinforcement. Concrete mix shall be minimum 1:3:5 ratio.
- 2.2.2 Foundation wall shall be constructed of concrete masonry units (blocks) with horizontal joint reinforcement every other course or poured reinforced plain cement concrete.
- 2.2.3 The main floor shall be slab on grade construction, min. 4" thick over a min. 6" stone base complete with vapor barrier and perimeter insulation. In buildings that have a second floor it shall be constructed as an engineered reinforced concrete structure capable of supporting a 100 pound per square foot live load. Insulation between floors shall be an R - value of 22 (min.)
- 2.2.4 Install unglazed Porcelain Tile (18" or 12" square or rectangular shaped 12'x18" or 24") a porcelain tile cove base. Rooms designated to be Rubber flooring as defined in the flooring Section (3.2), shall have a 4" rubber cove base. Rubber cove base will need installed in all other areas not identified above. Refer to the finished room schedule found in the proposed construction drawings for the floor finishes by room / area. The flooring material must be placed upon a finished surface that meets all the requirements of the flooring manufacturer. The entire application must be warranted from defects. Following the installation of the furniture and employee relocation a final touch up of the floors will be required to be provided by the Lessor. **VCT is not an acceptable flooring material.**
- 2.2.5 Evidence Room, Evidence Receiving Area and Bulk Evidence shall have two (2) coats of Epoxy with anti-skid surface. The LESSOR shall install rubber flooring or epoxy finish on the wooden surface used to complete the installation of the high density movable shelving.
- 2.2.6 The Lessor shall provide and maintain chair mattes at all carpeted work areas (desks) to protect the flooring.

2.3 WALLS:

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

Durability (effect of heavy wear)

Minimum Maintenance

Sound Absorption

Initial Cost

Ease of Cleaning

Effect of Water

Fire Resistance

2.3.1 EXTERIOR WALLS:

- 2.3.1.1 The exterior of the building will be faced with a brick veneer or split face block of the LESSOR's choice.

- 2.3.1.2 The exterior of the building will be constructed of: 4" brick veneer or split face block, 2"x 6" wood or metal stud framing, 16" o.c., 5-1/2" high density fiberglass

insulation, 1" polyurethane board except corners where 1/2" oriented strand board and 1/2" polyurethane board shall be used. (minimum R-22 insulation value)

2.3.1.3 In a multi-story facility the distance from finished floor to finished floor shall be approx. 12'. In a single story facility the distance between the finished floor and the bottom of the roof trusses shall be 10' constructed with (10) foot studding, approximately two (2) feet is required between the suspended ceiling and the bottom of the roof trusses. Allowing space for HVAC equipment and cable management.

2.3.2 INTERIOR WALLS:

2.3.2.1 Many interior walls other than masonry walls shall be framed using 2" x 4" wood or metal framing members, 16" OC. Several areas require framed walls to be 6" thick, including walls with plumbing fixtures, the wall in the Communications Room for EMDF & CMDF panels; Interview Room(s) and the Phone/Server Room. (Also refer to the generic floor plan)

2.3.2.2 The wall separating the Lobby and Public Restroom from the remainder of the secure portion of the station shall be constructed of 8" solid concrete masonry units faced with split face block or brick veneer, extending to the roof. The brick or split face block shall face the Lobby side. The Public Restroom may have a studded wall at plumbing fixtures for plumbing runs adjacent to the block wall in place of the brick. The wall between the Lobby and the Communications Room shall have a writing counter and documents pass space, with bullet resistant glazing between the two rooms. (Refer to detail plan sheet)
Where a vestibule is required between the Lobby and the visitor entrance the wall shall be a concrete masonry wall with split face block.

2.3.2.3 The following rooms shall be constructed to have a finished wall surface of Fiberglass Reinforced Panels (FRP), example; Kempley with Surfseal finish mounted on 5/8" thick plywood. The rooms include the, Processing Room, Restroom near the Processing Room, Public Restroom, Men's Restroom, Women's Restroom, the lower portion of the Fitness Room walls. The Patrol Office and Crime Office will have restraining benches next to the walls that will need to be protected, install the Fiberglass Reinforced Panel material behind the restraint bench and walls adjacent to the security benches, floor to ceiling extending at least four (4) feet beyond the 6'-6" long security benches. The Kempley with Surfseal material is manufactured by Kemlite Company, Joliet III. Phone 1-800-435-0080 or equal product. Masonry walls that are beside or behind the restraint benches require an epoxy finish and do not require FRP.

2.3.2.4 Walls of the Evidence Room, and Evidence Receiving Area shall be a minimum of **8" solid masonry units** with an epoxy finish. Walls shall be extended above the ceiling line to the underside of the roof deck or the floor deck above to prevent intrusion.

2.3.2.5 All other non masonry walls shall be gypsum wallboard and finished with a two (2) coat epoxy application in areas noted on the Room Finish Schedule of the generic floor plan. Reapplication of epoxy to cover the marked or scuffed areas must be performed every 5 years. During the lease the LESSOR will be responsible for all costs to have furniture moved and protected where repainting is performed.

2.3.2.6 All interior walls shall be cavity filled with insulation as a barrier against sound transmission. Six (6) inch thick stud walls require additional insulation to reduce sound transmissions example; server room, interview / polygraph rooms. The interview room / polygraph room walls to be extended to the bottom of the roof

trusses and insulated to further reduce sounds transmission.

- 2.3.2.7 Chair rails shall be installed in all offices and areas where desks and chairs are planned including General Offices, Patrol and Crime Unit Offices, Kitchen, & Lobby.
- 2.3.2.8 Site screens and toilet compartments shall be as manufactured as described in Section 3.4.
- 2.3.2.9 Closets in individual offices shall be equipped with one (1) shelf, one (1) clothing rod and shall be lockable. (Note: Arms or Weapons Closet and Janitorial Closet are listed in Section D)
- 2.3.2.10 The walls of the Communications Room including the masonry walls shall be finished with epoxy.
- 2.3.2.11 The Corridors need to be constructed of concrete masonry walls at least 6" thick with an epoxy finish. The opposite side of the block wall in the office space shall be furred out and shall also have an epoxy finish. The Storage Room may be masonry or framed as required by code. The transition where masonry and drywall construction meet must have a clean appearance using an acceptable method used in construction. example; J-bead or trim.
- 2.3.2.12 The Sallyport must be constructed of masonry walls finished with epoxy, The space must meet all applicable codes pertaining to vehicle storage within this portion of the building.
- 2.3.2.13 The Phone/Server/Radio Equipment Room walls must have 3/4" Grade "A" plywood walls for mounting phone and radio equipment. The walls of this room are to be painted, color to be determined. The mechanical room may require a portion of the walls to be 3/4" Grade "A" plywood. (Exact location of phone equipment to be determined at the Construction meeting)
- 2.3.2.14 Install corner guards on walls where potential damage will occur.
- 2.3.2.15 The Equipment closet (weapons storage) walls shall be constructed of 6" solid masonry block with epoxy finish. An acceptable alternative is standard framing with drywall that is reinforced with extruded steel mesh panels mounted behind the drywall with security fasteners.
- 2.3.2.16 The interview room(s) walls require installation of acoustical sound panels to eliminate voice distortion while monitoring and recording interviews conducted in room.

2.4 CEILINGS:

- 2.4.1 Shall be typically a fire rated suspended acoustical system with 2'-0" x 4'-0" acoustic fissured lay - in panels and shall comply with Section 3.8
- 2.4.2 Restrooms, Locker Rooms, Storage Rooms, and Closets may have optional 5/8" drywall ceiling and painted. (See ROOM FINISH SCHEDULE)
- 2.4.3 The space above all ceilings shall receive insulation, an R - value of at least 38. Two (2) layers of type X, GWB shall be installed on the underside of the roof trusses to allow insulation to be place above. An R - value of 22 is required between floors. Facilities along or north of Interstate Route 80 require ceilings to be a 49 R value.

- 2.4.4 Interview Rooms – Install insulation above the ceiling tile to prevent sound transmission from being over heard in neighboring offices.
- 2.4.5 Typical finished floor to suspended ceiling height shall be minimum 8'-0", a space of approximately two (2) feet is required between the ceiling to the bottom of the roof trusses, except the Evidence Room, Evidence Receiving Area, Fitness Area, Storage Room and the Sallyport may have higher ceilings.
- 2.4.6 The Arm's Closet and the Evidence Room ceiling (including Evidence Receiving and closets with in the Evidence Room shall be constructed by one of the following methods.
 - (a) Attach two (2) layers of 3/8" plywood installed in perpendicular directions, nailed and glued, over the plywood shall be a 5/8" thick layer of dry wall which will receive a painted finish.
 - (b) Construct a 4" thick (min.) Reinforced concrete ceiling and finished similarly to above method with 5/8"thick drywall and painted.

2.5 WINDOWS AND DOORS:

- 2.5.1 Windows shall be thermopane, Low E glass windows (keeps heat out in summer and allows heat to pass through in winter). Facilities with a single floor must have windows approximately 4'-0" wide X 2'-0"high. Two story buildings shall have the 4'-0" w x 2'-0" h windows on the first floor, larger windows are permitted on the second floor providing the first floor is fully exposed and the exterior grade remains constant. All window units shall be inoperable.
- 2.5.2 Windows shall be placed / spaced according to design. First floor windows shall be a minimum of 6'-0" from bottom of sill to grade on exterior. If necessary the floor elevation shall be raised above grade to accommodate window elevations. There will be no windows in first floor spaces other than those depicted on the accompanying drawings.
- 2.5.3 Install **vertical blinds** as manufactured by Levelor or United Blind Co., or equal product in all exterior windows.
- 2.5.4 Install in the masonry wall between the Lobby and the Communications Room / Reception Area a bullet resistant window unit, with a writing counter on each side of the window finished with Formica.
 - 2.5.4.1 The reception window shall be 6'-0" in length and 3'-8" min. in height and be Level 5 (Five) Bullet resistant glass with the capability to withstand scattered shots from an AK-47 \ AR-15 also revolvers or pistols of superlative power such as the .44 magnum developing 1470 feet per second velocity and 1150 foot - lbs. Energy at the muzzle, using a 240 grain lead bullet.
Provide and install a Level 3 (three) Transaction pass through beneath the Bullet Resistant Window as manufactured by (Insulgard Security Products, 1291 Rickett Road, Brighton, MI 48116 (1-800-624-6315) or equal product. The unit described is listed by Underwriters Laboratories Inc. No voice transmission system will be used. A phone will be installed to communicate with the guest in the lobby. The wall beneath the window, on the communications room side, will be armored with bullet resistant material matching level of the window. The material will be covered with drywall to match the room finish. The manufacture of the transaction window unit listed will provided; a custom counter as shown on the communications window detail. This feature must be requested when placing the order, information is located on the detail sheet.
 - 2.5.4.2 The reception counter height shall comply with ADA guidelines from finished floor

to top of counter and be 6'-0" in length and 3'-0" in width. Sufficient shelving shall be installed under the counter on the Communications Room side of the window. Shelving shall have all exposed edges finished smooth and edges rounded.

2.5.5 All Exterior doors and frames 3' or 3'-6" wide shall be Bullet Resistant Doors and Frames UL Level 5 (Five) bullet resistant door system with a 4"x36" light on the door opening side. The Arms Closet for the stations weapons shall be 16 Ga. galvanized coated insulated steel doors and frames with painted finishes. The doors must be in compliance with the Americans with Disabilities Act. (See Section 3.6 for additional information) The doors and hardware receive heavy usage including abuse. All maintenance and repairs are the LESSOR'S responsibility.

2.5.5.1 The exterior vestibule door(s) at the employee entrance(s) shall be a Level 5 (Five) bullet resistant door system with 4"x36" light on the door opening side. All Level 5 doors must be ordered to allow for door hardware to be installed. An Access Control Product as manufactured by Sargent or equal product. The equipment for each employee entrance shall include a Push Button combination lock model 10-8278 PKL, 500 user keypad lock, including a key override. The device must comply with the American with Disabilities Act, be weather resistant and designated for high frequency use, compatible with panic hardware (Sargent single panic hardware PR 8877 x ETL, finish 32 D. Each unit must include all necessary items to make a complete application that is fully functional prior to occupancy by the Lessee. Items may be purchased from the following supplier A.G. Mauro Company, Harrisburg Pa. 717-938-4671, extension 134.

2.5.5.2 Interior vestibule door(s) shall be equipped with appropriate panic hardware and have a narrow lite of glass in the upper portion of the door on the latch side. The combination device is to be placed on the exterior door as required by PSP Domestic Security Division. The vestibule door and the exterior door windows must not line up to allow a person outside the building to have a view of the station interior hallway. Windows must be of different shapes or one door solid on the exterior.

2.5.5.3 The public entrance door (entry into the lobby from the exterior) shall be Level 5 (Five) bullet resistant door system with a 4" x 36" light on the opening side. The door must be able to be locked and opened from the Communications Room at the radio consoles (2 sites min.) An intercom must be present at the exterior of the lobby to permit a visitor to communicate with the personnel in the communications room. The locking device needs provided to allow a victim to access the lobby being pursued. The Level 5 door must be ordered to allow for door hardware to be installed. Must be able to lock down and open the door from the communications room. Install a door opening device with a push pad to assist disabled persons in entering and exiting the front lobby door.

2.5.6 The Evidence Area shall be equipped with steel doors and frames 1 3/4" doors. All doors and frames to be reinforced for hardware (locks, closures). The Evidence Room must have a deadbolt lock controlled by a key or key card as contained in AR 3-3 dated 10/27/15. When a key card is used a back-up key is required if the key card device becomes inoperable.

Evidence Area Door	Locking	Door Closure Required
Hall to Evidence Receiving Area, 16 gauge steel door / frame honey comb core 42" wide	Door must be secured with a keyed lock or keycard lock	Yes
Evidence Receiving Area to Main Evidence Area, 14 gauge steel door / frame with solid core or honey comb core 42" wide	Door must be secured with a keyed deadbolt lock or key card lock.	Yes
Evidence Room closet, either a 16 gauge steel door / frame, honey comb core or solid core wood door 3'-0" wide	Door must be lockable with a key	No

2.5.7 The security door (no windows in the door) between the Lobby and Corridor shall be a flush 3'-0" wide Bullet Resistant Door and Frame Level 5 (Five) controlled by an electric strike. The electric strike shall be operable from the interior of the Communications Room / Reception Area at three (3) locations, two at the communications console and one at the bullet resistant window. This door requires a closure and panic hardware on the Corridor side of the door. The door shall have aluminum continuous geared hinges full concealed as manufactured by Architectural Builders Hardware Manufacturing Inc., Itasca IL.

2.5.8 Most interior doors shall be 3'-0" flush, 18 Ga. galvanized coated insulated steel doors in metal frames. Evidence Room doors from the hallway plus an access route from the exterior of the building into the evidence room shall have 42" wide doors. Corridor doors must be C label doors or as required by code.(see section 3.5)

2.5.8.1 Interior doors shall have a minimum of 1-1/2 pair of hinges (3 hinges) per door. Exterior doors shall have a continuous hinge.

2.5.8.2 Install surface mounted door closures as manufactured by Sargents, LCN or approved equal on restroom (lavatory) doors, locker room doors, exterior and vestibule doors, door between the lobby and the hallway, and storage room doors. The corridors doors (where required by code) will need closures. Install kick plates on the stop side of doors.

2.5.9 Furnish 18" x 18" (minimum), one-way mirror per Libby Owens Ford Co., Mirrorpane Product or approved equal product. The mirror / glass shall be installed in areas where observation of detainees will be required. The glass shall be gray and have a 4:1 ratio of reflectance, and be located approximately 36" from finished floor. Command staff will determine if this will be required at time of construction.

2.5.10 Doors installed on the Interview Room(s), Processing Room(s), or Observation Room(s) **must not contain locks if these rooms have restraining devices for holding purposes**, as described in State Police Special Order 96-123, paragraph (3).

2.5.11 Install a commercial or industrial grade 2" min. insulated overhead garage doors providing at least value of R-9. The door must be 10' wide x maximum height permitted installed in the Sally port and Storage Room. The overhead doors shall not have windows. (See Section E-5 for additional details)

2.5.12 The LESSOR is responsible for all cost related to maintaining doors, hardware and locking systems in an operating condition. The LESSOR shall install commercial grade heavy duty closures and over swing spring / chain on the exterior doors to prevent

damage during high winds, All costs for repairs / replacement will be at the LESSOR'S expense.

2.5.13 Doors from the Mechanical Room providing access into the secure portion of the station must be controlled by a lock. The exterior door to the Mechanical Room must also be able to be locked. Exterior Mechanical Room doors must be Bullet Resistant UL Level 5 rating.

2.6 HARDWARE:

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

The Evidence Room and the Evidence Receiving Room require a keyed entry as a backup if the key card system fails.

The LESSOR is responsible for purchasing, installing and making the combination door locks operational prior to building occupancy. The LESSOR is responsible for all costs relating to support that is needed to make the units operational.

The Equipment Closet (Weapons Storage) is required to be **secured with a UL 437 listed keyed lock set.**

2.7 ROOF:

2.7.1 Roof framing shall typically consist of wood truss, 24" on center with minimum 3/4" CDX plywood roof sheeting, designed to prevent ice damming and to handle excessive snow load based upon the geographic region.

2.7.2 Weatherproofing shall be of 15 lb. felt paper, 240 lb. asphalt or fiberglass shingles with a Live load of 45 lbs. per square foot for inclined roofs. Flat roofs shall have a live load of 45 lbs. and be constructed of rubber roofing using a fully adhered system.

2.7.3 Soffit and fascia shall be aluminum on the roof overhang. An overhang of 2'-0" is required when inclined roofing is used. The building entrances are required to have a roof extension to cover the door in a fully opened position, a single door requires an overhang 5'-0" from the exterior wall and 6' parallel to the wall. Where two doors are close to each other the roof extension must cover both entrance doors. (See drawing) The roof extensions must not cause water or ice to drop on the sidewalk where people enter / exit the building. Any roof that creates a danger from ice failing as melting occurs is the landlord's responsibility to correct.

2.7.4 Install rainwater gutters and downspouts or rain water conductors to direct water away from the building or into storm sewage system. Provide exterior water proof receptacles and heat strips for down spouts and gutters to prevent ice buildup.

2.8 RENOVATION REQUIREMENTS:

Renovation of existing building must be a reasonable match to the generic floor plan for efficiency and flow.

PSP will only consider renovations to existing structures in which the LESSOR provides temporary relocation of the entire facility that is equal, adequate and separate during construction to maintain the current station operations.

1. Provide parking for
 - a. Employee
 - b. State vehicle
 - c. Visitors
 - d. Handicap
 - e. Impound
2. Provide restrooms and locker rooms for male and female personal must be equal to current station

Additional requirements

- A. emergence power must be provided/relocated
- B. phone, data, electrical, and radio connections must be provided
- C. Due to this being an additional move the Lessor will be financially responsible for the cost of the move
- D. Provide waste water disposal
- E. Domestic water
- F. Heating, Ventilation and Air Conditioning

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

3 - FINISHES and MISCELLANOUS MATERIALS

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

3.1 FLOORING:

- 3.2.1 Flooring shall be installed in areas as specified in the **ROOM FINISHED SCHEDULE** found on the generic floor plan.
- 3.2.2 **Unglazed Porcelain Tile** – shall be Commercial Grade, Unglazed Porcelain, 5/16" overall thickness 12" x 12" or 12" x 18" field tile. The flooring choice as manufactured by American Olean, Conshohocken, PA., Telephone number (610) 825-2310 or equal product of another manufacturer. Color to be determined prior to construction.
- 3.2.3 **Grout Joints** – shall be 3/16", as manufactured by LATICRETE International, Inc, Bethany CT. Telephone number (203) 393-0010, or equal product of another manufacturer. Flooring shall be installed in a workman like manner in strict accordance

with the manufacturer's approved installation instructions, install reducer strips at exposed areas. The Lessor shall follow the manufacturer's requirements regarding sealing tile and grout joints. Color to be determined prior to construction.

3.2.4 **Rubber Flooring** - Shall be resilient rubber seamless flooring (0.14 inches) overall thickness, approximately 46% rubber content. Norament® 925 grano, Article 1880 flooring shall be the flooring of choice as manufactured by Freudenberg Building Systems, Inc. or equal product of another manufacturer. Flooring shall be installed in a workmanlike manner in strict accordance with manufacturer's approved installation instructions using the appropriate recommended 100% solvent free adhesive. Rout and heat weld all seams. Install reducer strips at exposed areas. In wash down areas, all seams between sanitary base and flooring shall be cold welded together, in accordance with manufacturer's recommendations. The LESSOR must perform the final preparation of the floors for use following the flooring manufacturer's requirements, which may include but are not limited to stripping, neutralizing, rinsing, buffing and mopping. The LESSOR must provide Officer-In-Charge and the contracted janitorial service with the manufacturer's maintenance requirements. **Vinyl Composition Tile (VCT) is not acceptable.**

The Lessor must supply descriptive data on any flooring material that is proposed as a substitute for the material specified.

3.2.5 **The Fitness Room** shall have a Rubber Roll Sports floor. Non-laminated polymerically bound recycled rubber mixed with EPDM granules or pigmented SBR rubber. Colored rubber particles are homogeneously mixed throughout entire roll. Minimum of 9mm rubber base, 2 mm urethane finish adhered to sub-floor with manufacturer's recommended adhesive and covered with four coat polyurethane colored finish system. Installation according to manufacturer's recommendations. As supplied by Dodge-Regupol, Inc, Lancaster PA. 717-295-3400 or Leisure Fitness, Newark Del. 303-266-0666 or equal product, minimum thickness 1/8", the color to be determined by the station commander.

3.2.6 Install commercial grade carpet tiles in the Officer-In-Charge, Crime Supervisor, Clerk / file room & BCI Supervisor at Ebensburg. The Lessor will need to keep a supply of carpet tiles for replacement of worn tiles to allow a match.

3.3 **INSULATION:**

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

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

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

3.4 RESTROOM PARTITIONS:

Toilet/urinals partitions installed in restrooms shall be manufactured using a minimum of 50% recycled High Density Polyethylene plastic coloring and flame retardant agents that are both recycled and recyclable such Perma-Poly panel boards manufactured by EcoTec Toilet Partitions, a Division of N.E.W. Plastic Corporation, Luxemburg, WI or Lessee approved equal. Hardware and installation shall be in accordance with the manufacturer's recommendations. Color selection to be approved by Lessee.

3.5 INTERIOR DOORS:

The interior doors shall consist of 36" and several 42" wide metal doors refer to the space utilization plan. They shall be finished using nontoxic, water based urethanes or similar environmentally sensitive products, as required by their functions and location. Doors shall be provided with hardware, conformed to the requirements of the Penna. Department of Labor and Industry and all other applicable codes, stops and master keyed locks as indicated by the Lessee.

3.6 EXTERIOR DOORS:

All exterior doors and frames shall be Level 5 bullet resistant door systems. The exterior visitor door must lock when activated from the communications room. All hardware shall conform to the requirements of the Penna. Department of Labor and Industry and all other applicable codes. See Section 2.5 & 2.6 for additional information.

3.7 FIRE EXIT DOORS INTO FIRE TOWERS:

Exit doors into stair wells or fire towers shall be the labeled doors as required by the Penna. Department of Labor and all other applicable codes.

3.8 CEILINGS:

All ceilings designated to be acoustical tile shall be acoustical tile suspended by an intermediate duty suspension grid system. Acoustical tile and grid system for ceilings shall be selected to reduce energy costs and provide sustainable design. Acoustical products shall have a Class-A fire resistance per ASTM E 1264 and a flame spread of 0-25 per ASTM E 84 and must have a minimum of 50% post consumer recycled content. Ceiling tiles shall have an 89% minimum light reflectance with a minimum of 35 in compliance with ASTM E 1414, such as the Ultima Hi-LR series as manufactured by Armstrong World Industries, Inc or Lessee approved equal. Ceilings in the locker rooms or area where showers are located are to be moisture resistant. Ceilings in the telecommunications / data room(s) must be acoustical tile on a suspension grid system.

3.9 PAINTS, STAINS AND VARNISHES:

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

Paint for such items as window frames, steel doors etc., shall have a minimum of two coats of paint unless stipulated otherwise. Paint for general interior and exterior applications shall be a water-based, zero- or low- VOC latex paint and primer. Water-based paints shall not be

formulated with aromatic hydrocarbons, formaldehyde, halogenated solvents, mercury or mercury compounds, or tined with pigments lead, cadmium, chromium VI, antimony and their oxides.

If solvent-based paints are required for exterior use, the VOC levels shall not exceed 250

grams/liter. Solvent-based paints shall not be formulated with more than 1% aromatic hydrocarbons by weight.

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

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

3.10 SEALANTS, ADHESIVES AND COMPOUNDS:

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

SECTION D - STORAGE FACILITIES

1 - SUPPLY STORAGE

A central storage room shall be provided consisting of, free standing industrial grade metal shelving, provided by the LESSOR. The room is to be used for the storage of automotive equipment and supplies, office supplies, forms, publication storage, and storage of assorted bulk items, i.e. road flares. The storage room is to have an overhead door same as the Sally port, with a wall mounted garage door opener.

An Evidence processing area is designated in the storage room, this area requires 6' long by at least 2' deep of counter space with above counter cabinets. An exhaust is needed that can be manually controlled at the area of evidence processing.

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

2 - EQUIPMENT STORAGE

A lockable storage facility shall be provided near the Patrol Corporal's area as a repository for weapons and ammunition storage. The room shall provide shelving, gun racks and hangers for rifles, shot guns, flare guns, hand guns, as well as compartments for riot shields, the bailout bags for the guns and miscellaneous equipment as manufactured by Datum Storage Solutions, Emigsville PA. 800-828-8018 or equal products. Additional provisions shall be determined by the LESSEE.

A gun cleaning counter area approx. 5' in length is required with in the arms closet as manufactured by Datum Storage Solutions. Part Number WS-AB-6072-SS or equal

A commercial grade exhaust fan vented to the exterior of the building controlled by a timer switch inside the arms closet is required.

Install two (2) quad electrical outlets near the riot shield storage area for recharging purposes.

Refer to the wall, door and ceiling sections for room construction.

3 - EVIDENCE ROOM (INCLUDES EVIDENCE RECEIVING AND CLOSETS WITH IN THIS AREA)

The LESSOR shall construct the perimeter of the Evidence Room, Evidence Receiving and Evidence

Room Closets of **8" solid masonry walls** (See drawing for details). The exterior walls must have insulation to meet the 22 R Value.

3.1 MAIN EVIDENCE ROOM:

Install 5'-0" min. length counter in the main evidence room at a desktop height. Shelving for manuals must be provided by the counter (location to be determined by Officer in Charge).

Duplex electrical receptacles shall be provided every six (6) feet of wall space except where the high density movable shelving is planned. Provide a 20 c.f. refrigerator / freezer with MANUAL DEFROST, a station designated as **a large or extra large facility requires (2) - 24 c.f. unit(s).**

Shelving is needed near the counter in the evidence room for manuals, exact location to be determined by the station commander. Two (2) dedicated electrical outlets and two (2) data locations are needed for computers and printer(s). Install at least one (1) non-dedicated duplex receptacle in the closet(s).

The LESSOR shall provide high density mobile storage shelving in the evidence room. The shelving shall be able to store various sized evidence and able to be stacked to the side as well as being moveable. The system shall have support rails either mounted in the concrete floor or on top of the floor. Where the rails are placed on top of the concrete floor a wooden floor must be constructed to create an even surface between the rails the floor will need to be finished with rubber flooring.

Suppliers of mobile storage shelving are Avail Business Systems Inc. 814-659-1562; 800-862-8245 or Diversified Storage Solutions 717-645-7499. The generic plan shows the general location of the mobile shelving within in the evidence room. Calculations of linear feet of shelving needs based upon an existing two (2) feet wide shelf. Refer to the **QUANTITY SUMMARY** in SECTION "N" found at the end of the general building specifications for the amount of linear feet of shelving required for this project.

Mobile shelving widths range from 1'- 0" to 3'-0", the station commander will need contacted to assist with the details of the movable shelving. Additional fixed wooden or industrial grade metal shelving may be required to be provided by the LESSOR, not included in the Quantity Summary.

The closet that is accessible only from the main evidence room shall be lockable. It will require storage shelving for long and short guns, gun racks, shelving for illicit substances and valuables. Multi- tier storage lockers or security evidence lockers may also be required where present at the current facility to accommodate current and future needs in the secure evidence storage closet. The layout of the closet will be based upon the current method of storage at the station which could be gun racks or space to lay boxes flat with the end of the boxes visible. Refer to the detail sheet that shows storage box sizes for firearm evidence and planned method to store items. The closet will require 1 duplex outlet.

3.2 EVIDENCE RECEIVING AREA:

Counter space at standing height is required in the Evidence Receiving Area approximately five (5) feet in length. Two (2) dedicated electrical outlets and two (2) data connections are needed for computer and printer(s). Several non dedicated duplex outlets are needed. Provide and install one (1) 20 cu. ft. full size refrigerator / freezer unit with MANUAL DEFROST in the Evidence Receiving Area. A large or extra large station shall receive a 24 cubic foot unit.

Install two (2) standard duplex electrical outlets, one for the refrigerator.

Install steel security evidence lockers in the Evidence Receiving Area. The lockers shall consist of a total of (3) lockers including;
one (1) single tier locker 18"w x 18"d x 72" h,
one (1) double tier locker 12"w x 18"d x 72" h

one (1) triple tier locker 12" w x 18" d x 72" h

Each locker shall be keyed separately, two (2) master keys shall be provided. The lockers are available from the following: Robinson Steel Company (610-279-6600) Penco Products Inc., Greenville N.C. (800-562-1000); Republic Storage, Canton Ohio (800-477-1255); Hadrian Inc. Mentor, Ohio (440-942-9918) or equal product of another manufacturer. (updated 6/2014)

4 - JANITORIAL CLOSET

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

5 - EXTERIOR STORAGE SHED

The LESSOR shall provide a non-permanent storage shed, a minimum of 12' wide x 20' long x 8' high. The shed shall be placed on an improved surface example; stone pad or macadam. The macadam must not reduce the total number of parking spaces required. It should not have any windows and must be able to be locked. The exterior finish shall be vinyl siding to eliminate repainting. The base of the storage shed must be constructed of pressure treated lumber.

The storage shed shall have tire racks at least two (2) levels high and shelving to accommodate the stations needs as manufactured by Lyon. Additional tire racks may be required in the main storage room.

6 - RADAR KIT STORAGE

The space utilization plans show an area offset in the hallway near the patrol office for the storage of radar kits. Shelving shall be constructed several levels high to accommodate the various sized radar kits. The tallest kits are 20" high, and the longest kits are 23" long. The shelving shall be covered with a material resistant to gouging or marking. Metal trim strips on the edges shall be provided to preserve a like new appearance.

7- HIGH DENSITY FILE STORAGE

The LESSOR is required to provide and install High Density File Storage at the facilities where the **generic floor plan indicates this type of filing is needed (typically file room and clerical area)**. The amount of high density filing shall accommodate the existing filing needs and future expansion. Where a built up floor is needed surrounding the high density filing it is required to have a finished floor surface to match the remainder of the room. Suppliers are Avail Business Systems Inc. 814-479-4000; 800-862-8245 or Diversified Storage Solutions 717-645-7499.

SECTION E - SPECIAL FACILITIES

1 - LOCKER ROOMS / EMPLOYEE RESTROOMS

The LESSOR shall provide and install lockers with doors the lockers maybe cabinet grade millwork or metal and of welded design. Refer to the generic floor plan for the number of lockers in each locker room. The **Quantity Summary** SECTION "N" at the end of the specification lists the total number of lockers required. The lockers shall extend from the floor to ceiling (pressboard or OBS board construction **is not** acceptable). Lockers shall have a base that raises the locker several inches off the floor, to create a kick plate the exterior of the base shall be covered with cove base. (Concrete base is not acceptable). Each locker must have a lower compartment for the storage of a riot gear duffle bag and boots, it must be constructed to support the weight of at least 35 lbs. This compartment must have a separate set of doors that **are not lockable** to allow easy access to this portion of the locker in an emergency. A detail of the locker appears on the detail sheet. A supplier of metal lockers is LYON, phone number 330-758-6616 or Datum Storage Solutions (800-828-8018), the size is 36" w x 86" h approx. x 24" d.

The remainder of the locker shall be lockable. The Officer-In-Charge shall choose the type of locking mechanism of each locker in the locker rooms.

1. Each locker must provide hardware to permit a combination lock to be used to secure the locker.
2. The locker shall contain a lock, keys shall be provided for the lockers as well as two master keys to open all lockers.

Each locker shall contain a clothing rod, at least a shelf at the top of the locker for hat storage and coat hooks.

Locker rooms shall be supplied with benches that are mounted to the floor.

Shower stalls are to be installed as shown on the drawing, one shower per locker room must comply with American with Disabilities Act. Showers shall have controls and shower heads. Shower curtains must be installed at each shower. Moisture resistant drywall is required in the rooms where showers are located. Appropriate ventilation must be provided to remove excessive moisture and humidity. The ventilation system shall be automatically operated by a humidistat with manual override.

The restroom area shall be incorporated in or next to the locker room facilities. A full length mirror shall be provided in each employee restroom / locker room. Mirrors are also required at each restroom sink. Suitable counter area or a metal shelf is needed at each sink.

Electrical outlets for personal grooming are needed near the mirrors with ground fault protection. Individual lights need placed above each sink in addition to standard ceiling lighting.

The LESSOR must install all paper towel dispensers and toilet tissue dispensers (dowel rod) that will accept the State Police supplied paper goods. State Police will supply foam soap dispensers that may need mounted by the LESSOR, refills through PSP warehouse. Refer to Section M-Miscellaneous # 25 for additional information.

Briefcase Racks - are generally located in or nearby the locker rooms, the briefcase racks/shelving shall be of sufficient size to provide each trooper with space for a briefcase, the total number of briefcases being accommodated shall match the number of lockers per locker room. Allow 16" width x 18" height per briefcase, racks/shelving may permit several briefcases per shelf as opposed to individual cubical. The briefcase racks shall be finished with carpet and metal trim on the edges. The racks / shelving shall be of sufficient strength to support the weight being held. Refer to the generic floor plan for location.

2 - RESTRAINT DEVICES

The LESSOR will be required to mount restraint benches at locations shown on the generic floor plan. The restraint benches are 6'-6" in length and will be provided by State Police.

3 - PROCESSING ROOM

The Processing Area requires a sink, counter space, above and below counter cabinets with at least 9 dedicated isolated electrical outlets installed in this room. The new combination Live scan / CPIN requires 2 dedicated isolated electrical outlets and 3 data connections. The printer for the CPIN requires isolated electrical and data in another portion of the room. One (1) dedicated 20 AMP circuit for Megan's law computer equipment. Video arraignment equipment may be placed in this room requiring additional electrical outlets. Additional electrical outlets are required for future equipment. At least eight (8) enterprise data connections are needed in this room.

The room shall be constructed of fiberglass reinforced panels over plywood or kemply with surface seal to prevent the walls from being damaged by an unruly prisoner.

Photo image equipment requires a laminated surface facing the equipment placed upon $\frac{3}{4}$ " grade "A" (4' x 8') finished sheet of plywood to be hung on the wall opposite the camera. The finish shall be a matte finish gray Formica #928-58 "mouse" matte finish or similar, 18% gray background. Provide a finished

edge of Formica or banding as supplied by Wirth Baer Supply Company, 900 13th Ave. Bethlehem, PA 18018, Phone (610-694-0311)

The equipment in this room produces excessive heat and must be on its own heating and cooling system. Upgrades in equipment during the lease will likely change the HVAC requirements. It is the LESSOR'S responsibility to maintain temperatures as contained in the lease.

Install a panic alarm in the Processing Room at location selected by the Officer-In-Charge. (See Section H - 2 Security Monitoring or Section J-1, Electrical for details)

A weapons storage box needs provided and mounted in this room. (The location determined by the Officer-in Charge)

4 – INDIVIDUAL RESTROOMS IN SECURE SPACE

Single use Restroom(s) shall be provided near the Communication Room and the Processing Room. It shall have a water closet and sink that comply with ADA. Including a mirror and paper towel and tissue dispensers are also required. Each restroom requires an automatic air freshener dispenser.

The rooms shall be constructed of fiberglass reinforced panels over plywood to prevent the walls from being damaged.

5 - SALLY PORT

The Sally port shall have a commercial grade insulated overhead garage door 10'-0" wide (no windows). The area shall be close to the patrol room for prisoner control in the facility.

The overhead door requires a garage door opener, controlled by a combination device mounted on a pedestal along the driveway leading into the Sally port. The combination device must be protected from inclement weather. The overhead door must also be operable from inside the Sally port by a push button device. (location determined by the Officer-In-Charge) and from a control switch in the communications room.

Two (2) floor drains are required in the Sally port one (1) beneath the vehicle to allow snow / ice and water to drain from the vehicle. This drain needs to allow for sediment to be removed, to include a sediment basket and trap. The second drain shall be installed at the emergency shower also in the Sally port. The floor of the Sally Port shall be coated with two coats of epoxy finish and have anti slip properties.

Two panic alarm activation buttons need to be installed in the Sally port, one placed near the driver side door and the other shall be on the opposite side of the car near the rear passenger door. The alarm shall be an audible voice alarm stating the room where the emergency is taking place. Refer to Section J-1, 2" x 6" Electrical

This area shall also be used for occasional vehicle storage and processing.

6 - INTERVIEW ROOM / POLYGRAPH ROOM

Interview Rooms and buildings designated to have a Polygraph Room shall;

1. Have sound proofing which includes preventing sound from being heard over the walls through the ceiling. This room requires 2x6 framing to the bottom of the ceiling trusses, 5.5 inches of insulation in all walls and R39 in the ceiling, insulation in trusses, as well as gasket type Door Seal as made by Acoustical Surfaces, Inc. 123 Columbia Court North, Suite 201, Chaska, MN 55318 or equal product, (See figure 1), also the door and frame must be insulated and the threshold must have a rubber sweep.

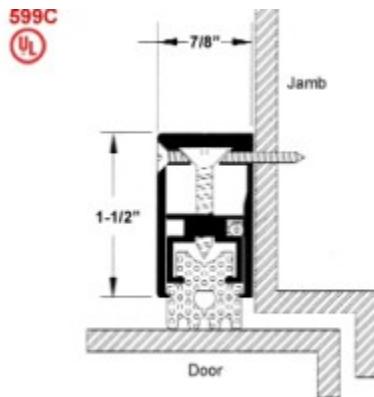


Figure 1

2. The interior walls shall have an acoustical material applied to prevent sound distortion when recording interviews
3. Have a panic alarm button provided in the room to activate an audible voice alarm stating where the emergency is taking place, to sound in the Crime Unit, hallways and Communications Room the sound of the alarm maybe tied into the building alert system. See Section H-2 Security Monitoring or Section J-1 Electrical.
4. Have an occupied sign and must be installed in accordance with specifications outlined below; The sign must be internally illuminated, be mounted at a 90 degree angle to the wall centered above the top of the door frame. The sign must be activated from within the room.
5. The walls need to be at least 6" thick or greater to provide sound proofing.

7 – PHONE / SERVER / RADIO EQUIPMENT ROOM

The Phone/Server/Radio Equipment room shall be approximately 180 square feet and houses all the radio, voice, video, data communications racks and equipment. It also typically contains the site's demarcation point. This room must not have any water pipes installed above the room to avoid leaks that could damage equipment. The room must not contain electrical panels that limit space in this room.

8 - FORENSIC SERVICES UNIT (Provided only at facilities where shown on the generic floor plan)

The Forensic Services Unit shall have laboratory style locking base cabinets, over counter cabinets, a stain resistant epoxy resin counter, with a one-piece epoxy resin tub sink catalogue # VF-1003-00 (18"x11"x15") as supplied by VWR International LLC, Telephone # (717) 475-0018. The Lessor shall refer to VWR representative for layout recommendations.

Also required:

A 6' x 2' counter with cabinets for photography equipment
18" x 18" x 6' lockable storage locker as indicated on the plan

A floor drain.

A minimum of 2 additional circuits (with GFI protection) at the laboratory counter
5 cubic foot refrigerator below counter with hasp and lock to secure door.
At several walls of the room shall be finished with fiberglass reinforced panel (FRP)

The following items are supplied by VWR International LLC or equal products,
Faucet /Eyewash combo; catalogue # 3880-032
Laboratory grade faucets with hose adapter, catalogue # VFT-034-OV,

A Laboratory grade fume hood Model number 2247300; SKU: VWR # 30152-518 manufactured by Labconco supplied by VWR International LLC, the fume hood shall be installed by the LESSOR, placed on a base cabinet by LESSOR as shown on the generic floor plan. The LESSOR shall provide all connections to the equipment and must install all necessary duct work, motors, circuits etc. as specified by the manufacturer to make the unit operational and exhausted to the roof with sufficient make-up air supply. A duplex receptacle is required on the right side of the fume hood and a light is needed inside the fume hood. The fume hood will need a motor and blower 115 volt 60 Hz. In addition, the LESSOR shall have the supplier test and certify the fume hood to verify the system is operating with in the manufacturer's specifications.

Locations that currently have a forensic evidence drying cabinet as manufactured by Sirchie (supplied by State Police) will be relocated into the Forensic Services area. The LESSOR must provide a cold-water supply $\frac{1}{2}$ " threaded PVC and a fixed drain line for the unit as well as electrical power.

9 – FIRING RANGE – see “Attachment A”

SECTION F - VEHICLE and SITE FACILITIES

1 - PARKING

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

Driveways with two-way traffic must be twenty-four (24) feet wide, driveways for one-way traffic must be at least fifteen (15) feet wide. The Sally Port entrance requires a driveway access. Driveways and parking areas shall have galvanized metal guide rails (as required by PENN DOT) installed where sudden changes of elevation cause hazardous conditions. Guide railing at the main entrance to the parking area should be 28' between guide rails unless restricted by Penn Dot. Two driveways from an access road are required into the property they maybe one way in and out.

A grass area at least 75' in diameter clear of trees and obstructions is required on the site, as well as an area to approach and depart the clear area.

Sidewalks – poured in place concrete sidewalks must be provided to all building entrances from the macadam parking area, including the mechanical room entrance. Sidewalks must not be placed adjacent to the building where spouting will drip on the sidewalk and create ice in cold weather.

Install a concrete pad for a dumpster adjacent to the driveway.

Perimeter of the parking areas and building require pole mounted lighting further defined in the Security Section H, Item 2.

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

2 - IMPOUNDED VEHICLES

- 2.1 Construct a paved vehicle impound area with two macadam access routes leading to the impound. The size of the impound lot varies per station based upon the needs. Refer to

the **Quantity Summary**, SECTION "N" at the end of the general specifications and the proposed site plan for additional information.

- 2.2 Construct a chain link fence, surrounding a paved impound area. The fence shall consist of a 9 gauge, 2" woven wire mesh with upper and lower rails to securely fasten the fence fabric or at minimum an upper rail and a lower tension wire. The chain link portion must be 8"-0" high with three (3) strands of barb-wire at the top angled out at 45 degrees from the perpendicular. The bottom of the fence fabric must extend to with in a maximum of 2" of the ground. Post spacing shall not exceed 10'-0" O.C., concrete footings and pipe sizes for line, gate and corner posts shall be determined by the manufacturer.
- 2.3 Install two (2) entrance gates each approx. 20' wide to secure each entrance. Install either a single gate that operates parallel to the fence or a double swinging gate at each entrance. The gates must have hardware to provide a point to secure the gates with an industrial grade pad lock (this is not the standard drop post and bracket that keeps the gates from swing out). Hardware should provide a protective hood to prevent the shank of the lock from being cut thus it will eliminate the need to use a chain to secure the gates.
- 2.4 The facility will require a second fenced in area required to surround generator & propane tanks. It may also surround a radio tower if required at the station. For additional information refer to Section J-3 Telecommunications and Pa. State Police Communications Specifications.

3 - PARKING (VARIES BASED UPON FACILITY)

- 3.1 The State Police require Visitor Parking to be separated from employee and state vehicle parking refer to the generic site plan. Visitor parking must be easily accessible to the main entrance.
- 3.2 Vehicle spaces for use by persons with disabilities must be provided including van accessible spaces to accommodate side lift vans. An ADA parking space will be needed near an employee entrance. (The number of spaces for persons with disabilities will vary based on total spaces)
- 3.3 Vehicle impound spaces are included in the total number of parking spaces required for the facility.
- 3.4 Refer to the **QUANTITY SUMMARY**, SECTION "N" at the end of the General Building Specifications for the break down of parking space needs. The municipality may require additional parking spaces.

4 - EXTERIOR LIGHT POLES

- 4.1 The light poles in the parking area or next to the parking lot shall be placed on a concrete base that will extend 36" above the macadam to prevent damage to the lights.
- 4.2 Provide the required foot candle of lighting in the parking area and impound lot as noted in the lighting requirements. Reductions in exterior lighting will only apply where the municipality requires a reduced foot candle value. The LESSOR is responsible to install shields or barriers in the direction of neighboring property owners to prevent complaints of excessive light spilling onto their properties. Costs to make corrections deemed necessary by a municipality will be the LESSOR'S responsibility.

5 - SIGNAGE

The Pennsylvania State Police will provide an identification sign for the specific facility. The LESSOR shall install the sign in front of the building to permit the public to observe the sign. The sign will require supports constructed of either brick, split face block, stone or pressure treated lumber. It will need secured to prevent the sign from movement during high winds. Provide automatic illumination of the sign. (A photo of the sign is provided at the end of the specification the size of the sign is 4'-0" wide by 4'-0" high.)

The LESSOR must provide and install all interior office and area signage, braille must be included on each sign to be ADA compliant.

All Exterior signage relating to Americans with Disabilities (ADA) must be provided by the LESSOR. Parking spaces require a sign placed in front of each space complying with ADA. A van accessible sign must be displayed at the space(s) meeting this requirement. Separate signs at each ADA space shall state "Violators Subject To Fine and Towing. Minimum Fine \$50, Maximum Fine \$200". Building entrances that are accessible must be identified.

Other exterior directional, parking, vehicle identification signs will be provided by the Commonwealth, however the LESSOR will be responsible to provide and install posts and secure the signs on the posts.

Provide and install a mailbox, with address numbering for the station where rural postal delivery is required.

SECTION G - DESIGN REQUIREMENTS

1 - DESIGN REQUIREMENTS

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

2 - CODES AND STANDARDS

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

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

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

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

Pennsylvania Act 222 - Building Energy Conservation Law. Energy Policy Act of 1992 (P.L. 102-486) Local Zoning Ordinances - latest edition with all amendments.
Latest Edition of the International Building Code.

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

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

NFPA 101 - Life Safety Code, latest edition.

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

Radon Gas Exposure - The site shall be evaluated prior to occupancy for radiation level and Radon / Radon Progeny concentration. If Radon / Radon Progeny levels are above EPA Recommended Standards as existing at the time of occupancy of the premise by LESSEE, plans for corrective action in the HVAC specifications will be required. If at any time during occupancy the Radon / Radon Progeny levels exceed the EPA recommendations at that time, the LESSOR shall take necessary corrective action upon notification in writing by the LESSEE. Such action must be taken within two months of the notification. **Radon testing results must be submitted to Penna. State Police, Facility Management Division, 1800 Elmerton Avenue, Harrisburg, Pa. 17110 at the time of lease acceptance.**

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

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

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

Drinking Water - LESSOR shall provide and maintain hot and cold bottled drinking water in locations designated by LESSEE if testing and treatment of on-site water does not meet drinking water standards. The LESSOR is responsible to provide potable drinking water for the facility. Potable water shall be defined as water that satisfies the Department of Environmental Protection, Bureau of Water Supply and Public Health Standards. Additionally, the water must be free of contaminants, odors, impurities and discoloration of any kind. The LESSOR will be responsible to provide purification, filtration or any other means necessary to achieve water that is acceptable to the State Police. Facilities required to be connected to a public water system, as well as all costs related to water usage and maintenance thereof shall be the LESSOR'S responsibility.

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

3 - SPACE PLANNING / INTERIOR DESIGN SERVICES

The services are to insure that the final character and configuration of the new space, furnishings, and equipment fully satisfy the functional and aesthetic requirements of the LESSEE while meeting all applicable codes and regulations. If there is a conflict between the drawings and the specifications, the specifications shall prevail. These services shall include but are not necessarily limited to the following;

- Development of work schedule to meet project deadlines.
- Verification of the various project requirements, personnel counts, and space allocations contained elsewhere in this document.
- Establishment of adjacency requirements.

- Verification of vacant and projected positions.
- Identification of furnishings and equipment being supplied by the Commonwealth and accommodating the new facility.
- Development of typical work station based on Pennsylvania State Police requirements.
- Documentation of power and signal requirements for each workstation, office, or special area and preparation of all related drawings.
- Recommendation of interior finishes, colors and materials, the preparation of illustration or color boards based on proposed finish schedule.
- Physical verification of all interior building dimensions and conditions.
- Preparation of construction drawings based on the Commonwealth proposed drawings as advertised.
- Review and revise construction drawing as required to gain final LESSEE approval.
- Schedule and coordinate the delivery and installation of all interior items including the refurbishment of previously owned items.
- Visit the job site as required during the course of the project to resolve any problems that may arise and monitor the quality and progress of installation of all interior items.
- Participate in the final inspection and preparation of the punch list for all interior items.

4 - STRUCTURAL DESIGN

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

Office Floors - 100 PSF
 File / Storage Floors - 200 PSF

5 - ACCESSIBILITY REQUIREMENTS

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

Entrances and exit ways and hallways
 Access to each floor of the structure
 Toilet rooms and lavatories
 Designated parking areas

The construction of the facility shall meet the latest standards of the Americans With Disabilities Act (ADA). Items contained on the drawings that do not comply with the requirements shall be the LESSOR's responsibility to construct properly. The LESSOR may obtain a copy of the ADA Guidelines the internet at www.access-board.gov/bfdg/adaag/html/adaag/htm#4.3.11

SECTION H - FIRE ALARM, SECURITY

1 - FIRE PROTECTION

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

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

Fire extinguishers need to be placed in cabinets. The cabinets shall be the Vista Series as manufactured by Larsen's Manufacturing Company or equal products of another manufacturer.

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

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

2 - SECURITY MONITORING SYSTEM

The LESSOR shall provide and maintain a fully operational security monitoring system (CCTV) with cameras, cabling, power etc. to observe and record activity at the perimeter of the building (all four sides), the building entrances, parking areas, driveways, the impound lot, the Processing Room and Restraint holding areas, sally port, interview rooms and the entire lobby including the drug take back box.

Equipment Specifications

- a. 720p High Definition Composite Video Interface (HD-CVI) (4CIF 704x480) resolution or greater.
- b. Infrared (IR) illumination range of at least 100 feet
- c. Minimum Illumination: 0.01 Lux (a unit used to measure the amount of light falling on the surface)
- d. Video system cabling should be Category 5 or greater

Digital Video Recorder (DVR) Specifications

- a. DVR system suited to the individual station that has reasonable expansion capabilities.
- b. 46-inch minimum monitor capable of displaying the number of cameras simultaneously suitable for the station. More than one monitor required.
- c. Ability to store at least 90-days historical imagery from number of CCTV cameras installed.
- d. Minimum 4 Terabyte external hard drive to support the number of cameras installed.
- e. At least one (1) High Definition Multimedia (HDMI) video output
- f. At least one (1) Video Graphics Array (VGA) video output
- g. At least one (1) RJ-45 network connection
- h. At least one (1) USB 2.0 port for data backup / export
- i. Records at 960H (960x480) resolution for all cameras
- j. Records at 15 Frames per second (FPS) or greater per installed camera
- k. Supports H.264 video compression or compatible

Digital Video Monitor Specifications

- a. 46 inch diagonal or greater, more than one monitor is required.
- b. Light-emitting diode (LED)
- c. Resolution: 0.3mm or finer
- d. Refresh Rate: 8ms or faster
- e. Brightness: 300 cd/m² or better
- f. Contrast Ratio: 3000:1 or better
- g. At least one (1) VGA video input
- h. At least one (1) HDMI video input

Internal / External Cameras

- a. If the cable / conduit is exposed, they should be installed at a height that cannot be easily accessed from the ground / floor level
- b. The following areas shall be addressed during the placement of CCTV cameras and at the Station Commanders discretion to ensure all activity is recorded.
 1. The perimeter of the building (all 4 sides)
 2. The entire lobby (include the drug take back box)
 3. The impound area
 4. Parking lots, driveway entrances /exits
 5. The Processing Area
 6. Prisoner Holding Areas
 7. Interview Rooms
 8. Sally port

The cameras will need mounted on the building placed to observe the areas identified above. Site conditions may require the security camera for the impound lot to be mounted on a pole at an elevation that will view the impound lot.

The Communications Room is the designated area to observe the security equipment which includes the monitor, multi-plexer and digital recorder. Observation of neighboring property is prohibited.

The LESSOR must plan for at least twenty-two (22) security cameras to cover the required areas to be monitored. Sixteen (16) cameras do not provide coverage for all listed areas.

The Polygraph / Interview room(s) The state police will provide and install cameras and recording equipment to record interviews. Observation of the interview may require installation of monitoring equipment in an adjacent area. This is a separate system from the building security monitoring. The state police provided equipment will need to be maintained by the state police. The LESSOR may need to mount and supply cabling to operate the system.

PANIC ALARMS need provided and installed to notify staff of an unruly prisoner or visitor. The public-address system must notify the entire staff by a pre-recorded message where a panic button is activated. A supplier of this system is Berkshire Systems Group, Inc. using a Sentrol 3040 series panic switch and a Mackenzie Macfi-se digital audio record/play system or equal vendor/product.

The activation buttons need located in the following areas of the building;

Sally port -Two installed in the Sally port, one placed near the driver side door and the other shall be on the opposite side of the car near the rear passenger door.

Polygraph / Interview Room (s)

Processing Room

Additional location available for Officer-In-Charge to determine

3 - BUILDING BARRIER SYSTEM

The LESSOR shall install bollards that meet or exceed the minimum U.S. Department of State SD-STD-02.01 Revision A, March 2003, K4 standards for bollards. Bollards or barrier systems should meet or exceed Department of State (DOS) standard vehicle barrier rating of K-4 (15,000 lbs. cargo truck traveling at 30 mph with 36" or less penetration of cargo bed/ compartment). Bollards or barrier system should be placed close enough to the building to prevent a vehicle from driving around them. The maximum distance between bollards shall not exceed four feet on center.

The LESSOR shall install metal or concrete bollards approx. 8" in diameter. The finish of the bollards shall be a material that does not require repainting (example; plastic sleeves). Bollards need installed to protect the following items:

- a. The front of the building closest to the highway and the front sides of the building extending to the driveways leading to the sally port and the storage room. The placement shall prevent a vehicle from passing between the bollards.
- b. Both sides of the overhead doors to protect the exterior walls.
- c. On both sides of the exterior overhead door control device.
- d. Any building system equipment located within five feet of a driveway.
- e. Between the driveway / parking areas and the building emergency generator and fuel supply where above ground

SECTION J - ELECTRICAL SYSTEM CRITERIA AND COMPONENTS

1 - ELECTRICAL POWER DISTRIBUTION

Characteristics to be provided to the LESSEE include:

115 volt, 60Hz, with common ground and surge protection
208/230 VAC, 60Hz, 3 Ph.

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

115 volt, 60Hz with Isolated Ground and Surge Protection

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

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

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

Duplex wall outlets must be provided in all rooms in addition to the dedicated outlets that are identified the distance between wall outlets shall not exceed six (6) feet. The only exception to this is the Evidence Room that is addressed in Section D, item 3.

Transient voltage surge suppression must be on all electrical panels servicing isolated circuits and normally grounded circuits.

Exterior outlets – install a total of four (4) exterior outlets; one (1) near the storage room entrance; one (1) near the main entrance. The other two (2) shall be accessible to the parking lot at a level area for speedometer testing for MCSAP. Install additional exterior water proof receptacles and heat strips for down spouts & gutters to prevent ice build-up.

The Equipment Closet (weapon storage) requires two (2), quad outlets to be installed near the riot shield storage for recharging purposes.

Charging Areas - Provided a group of duplex and quad electrical outlets at an area(s) designated for various types of chargers (examples; flashlights, portable radios, etc.) location(s) to be determined by the Officer-In-Charge.

The Processing Room – Install at least 9 dedicated isolated electrical outlets in this room. The combination Livescan / CPIN computer requires 2 isolated electrical outlets and 3 data connections. The printer for the CPIN (Photo imaging) is not located at the combination cabinet and requires dedicated electrical and data at another portion of the room. Megan's Law computer requires one (1) dedicated 20-amp circuit. Video arraignment computer equipment needs one (1) electrical outlet. Install a minimum of four (4) additional duplex outlets for future equipment. Avoid installing electrical outlets at the restraining bench.

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

Conference Room – The LESSOR must provide and install electrical outlets and data connections in the floor beneath the conference room table. The devices used must be protected from water used when cleaning the floor.

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

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

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

Evidence Room / Evidence Receiving Area may have surface mounted electrical boxes and conduit on the solid masonry walls.

Areas or rooms in the building that have more than one entrance must have an electrical light switch at each entrance to allow the lights to be turned on and off where a motion control sensor is not installed.

Sally port – provide power to operate the overhead garage door. The garage door needs to be operable from within the sally port, the communications room as well as at the pedestal on the outside the sally port located along the driveway entrance.

The LESSOR'S electrician shall make all required connections to a halo grounding system that will surround the building. The halo grounding system will be provided separately through Penna. State Police, Radio and Information Services Division.

Communications Room - Install a soft tone doorbell in the Communications Room to sound when each entrance is opened. The Visitor entrance shall have a distinctive tone to be able to determine when a visitor has entered the building. The employee entrance(s) need to be different than the visitor entrance. Facilities that have several employee entrances may use the same tone for each employee entrance. The visitor door tone must be able to be heard in all areas of the building in the event the communications room is not occupied. It is also required that the staff has the ability to shut off or silence all door bell tones for the entrance doors.

Panic Alarm System – See Section H-2 for details and building locations.

The LESSOR will be responsible to provide, install and maintain an EMERGENCY GENERATOR that will provide power to permit the entire building to remain operational during a power outage. The generator must be capable to operate all radio functions, telephone operations, computers, heating, ventilation, air conditioning, water, sewer, electrical outlets, lighting and any other function that uses power for the building and parking areas. The LESSOR must maintain the generator throughout the lease and it MUST BE OPERATIONAL WHEN THE NEED ARISES. In the event the emergency generator does not operate during a power failure the landlord must provide an emergency phone number to contact a repair service. The service company performing the repairs complete the repairs to the generator with-in 6 hours of being contacted by State Police.

The generator is required to be setup to perform a NO LOAD TEST weekly every Tuesday between 9 AM and 11 AM. A remote indicator panel must be installed in the communications room to permit the station communications operator to document the NO LOAD TEST was conducted. A run clock and generator running indicator lamp is required to permit monitoring of the weekly NO LOAD TEST.

At least one time per year an annual LOAD TEST is required to be performed. This test must be performed by a technician skilled in the trade of generator maintenance, it must include an annual preventive maintenance inspection with test results provided to the station commander for record. When the State Police take occupancy of the building proof must be provided that a contract is in place to maintain the emergency generator.

The landlord must provide the initial tank of fuel to operate the Emergency Generator. After the LESSEE takes occupancy of the building future fuel will be provided by the State Police. An audible alarm must be installed to sound in the communications room when the fuel level needs refilled. Sight screening at the generator fuel storage is needed to protect from vandalism.

The LESSOR shall provide and install CABLE TV outlets with-in the building. The following locations are required; Communications Room; Crime Office, Patrol Supervisor Office, Officer-In Charge, Conference Room and Kitchen Area. The State Police will be responsible for any monthly usage fee.

2- LIGHTING

Except where otherwise provided in the specifications, lighting shall be in accordance with the American Standard Practice of the Illuminating Engineering Society of North America, ASNI/IES #RP-1-1982 (Revision of ANS #A132.1-1973) or any later revision.

All lighting levels must meet all applicable codes. All areas shall be illuminated with LED Lighting with 4100K color temperature and 75 minimum CRI. Replacement of light emitting diodes shall meet the same specification and are the LESSOR'S responsibility to replace. Areas designated to receive drywall ceilings shall have surface mounted / recessed LED lighting fixtures installed. Indirect lighting is preferred in office areas.

Lights shall be controlled by motion sensors (with manual override) that will shut the lights off when a room is not occupied. At the discretion of the commanding officer, motion control switches are required in the following areas; storage, office space, fitness room, mechanical and server rooms, evidence rooms, public restroom and locker areas.

High density Storage Areas	-	Lights to be placed to provide the most lighting in the aisles as the shelving units are moved.
Office Automation	-	LED Lighting

Communications Room	-	Dimmable LED Lighting, split the lights between two switches.
Conference Room	-	Dimmable LED Lighting
Exterior Lighting	-	Provide 5 foot-candles of lighting (or as required by code) over the entire parking, driveways and impound areas. Controlled by automatic sensors to come on at dusk and shut off at dawn. Wiring must be underground. All lighting must be on the HOUSE EMERGENCY GENERATOR provided by the LESSOR. A lighting distribution plan must be provided by the architect prior to construction.
Building Entrances	-	Automatically controlled, side or over door installations.
Flagpole	-	Dusk to dawn illumination.
Interior Lighting	-	All lighting must be on the HOUSE EMERGENCY GENERATOR provided and installed by the LESSOR.
Exterior Sign	-	Both sides of sign need illumination (see signage section)

3 – TELECOMMUNICATIONS

A fenced area near the building is required to surround a proposed radio tower and necessary equipment. Where a concrete base or pad is required the PSP radio maintenance contractor may contract with the LESSOR for the construction of the base or pad. A gate will be needed to access the tower, width of gate will be determined by Pa State Police Information Services Division (717-346-5365). The LESSOR is required to secure all necessary approvals and permits for placement of a radio tower on the station property. When the space for the tower within the fenced area is greater than the perimeter of the concrete base the LESSOR shall install a vegetation barrier with river rock. Where river rock is required the LESSOR is responsible to control and eliminate any weed growth during the lease.

The LESSOR hereby waives any right to restoration of the Lessee's premises and hereby releases the Lessee from any obligation to remove the concrete pad or pylons upon PSP vacating the property.

The building emergency generator does not need located within the fenced area.

The radio maintenance contractor will also install a halo grounding system around the perimeter of the building. Coordination between the LESSOR and the radio maintenance contractor is required when the building foundation is being constructed to permit the halo grounding system to be installed at the same time. THE LESSOR MUST notify the designated radio maintenance representative as well as the Pa. State Police, Radio and Information Services Division (717-346-5365) at least four (4) weeks prior to construction of the building foundation.

The LESSOR must notify Penna. State Police, Radio and Information Services Division at least three (3) working days in advance of having concrete poured for the Communication's Room and other related areas of the building. An inspection must be performed of the proposed conduit locations prior to pouring the concrete floor.

The Communications Room in most facilities will have furniture provided by State Police consisting of two work stations 16'-0" in length by 5'-0" in depth. The furniture will be placed against a 42" high wall facing the bullet resistant window. The partial wall is to accommodate the required outlets, telephone and data connections. Larger stations to receive three work stations will be approximately 24' in length, refer to the Radio Communications Specifications and sketch at the end of their section of the specifications for this facility.

New station construction or total renovation of existing facilities require phone cabling to be run in the open space between the ceiling tile and the gypsum board on the bottom of the roof trusses.

Refer to SECTION 4 – ENTERPRISE NETWORK DATA CABLING AND ELECTRICAL REQUIREMENTS for the required number of telephone locations to be provided by the LESSOR based upon the size designation of this facility.

NOTE: any reference to an EMERGENCY GENERATOR in the Communications Specifications must be included in the sizing and operation of the HOUSE EMERGENCY GENERATOR required to be provided and maintained by the LESSOR that will operate the entire facility. The small emergency generator provided by State Police is eliminated from this project.

TELECOMMUNICATIONS COMMUNICATIONS SPECIFICATIONS (revised 11/28/17)

Questions related to this section should be directed to the Telephone Systems Services Section by calling 717-540-5050.

GENERAL

1. The Landlord is responsible to provide the communications and electrical requirements of the Communications Telephone room for a new facility. This room houses the radio, voice, video, and data communications equipment and racks, and contains the site's demarcation point.
2. These specifications include associated conduit requirements for voice communications.
3. Special communications requirements, not necessarily specified herein, shall be coordinated and approved by the Voice Communications Section representative at the pre-construction meeting.
4. Pull cords shall be provided in all conduit runs. In areas with existing walls, surface mount conduit may be used.
5. All Conduits shall meet the National Electrical Code (NEC) standard for the application being installed.
6. In a typical office designed for 1 person, one telephone outlet shall be installed in conduit from the box inside the wall extending above the ceiling level with a pull string. In rooms where multiple work stations are planned each work station shall have one telephone outlet installed. Voice and data cabling can be installed in the same conduit.

Communications Room Requirement Cabling and Outlet box locations:

1. A 12-port patch panel with industry standard rated jacks (RJ11 or RJ45) for telephone is required for each answering position.
2. A 25-pair cable is required from each 12-port box to terminate on the Phone/Server Room 110 block where the Telco/PSP phone equipment is located.

3. A two-answering position station will require a total of two outlet boxes.
4. A three-answering position station will require a total of three telephone outlet boxes.
5. All cables must be tested and properly numerically labeled and documented on the wiring print prior to the scheduled move day.

Telephone Room Requirements:

1. To facilitate installation of telephone equipment (PSP/Telco provider), a minimum requirement of at least an 8'x4' space is needed. A requirement of at least two (2) duplex electrical outlet boxes. One mounted above and one mounted below the space needed. To be determined by the Voice Communications Section. Conduit from the floor of the telephone room shall extend at least 6 inches from floor level.
2. A ground bar shall be installed along the bottom of the space and terminate with a #2 AWG bare copper conductor and terminated to a dedicated ground rod.
3. A cable tray or cable ladder shall be run from the telephone equipment panel to the Enterprise Network panel.

Building Telephone Cabling Requirements:

All voice locations will be pre-approved by the Voice Communications Section.

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

1. A $\frac{3}{4}$ inch conduit from the box inside the wall extending above the ceiling level with a pull string, and grouped with electrical outlets.
2. Category 6 or equivalent cable, home-run, from each outlet box to Phone/Server room.
3. Terminate cables within wall boxes using Category 6 or equivalent rated jacks and labeled numerically.
4. Terminate cables in Phone/Server Room on 110 blocks and label numerically.
5. Test all cables, label and document on the wiring print prior to the scheduled move day.
6. In areas with existing walls surface mount conduit may be used.
7. Wall phone outlets shall adhere to ADA requirements, Locations shall be determined by the Voice Communications Section.
8. Lobby Phone: As part of the telephone system, there shall be a wall mounted telephone located in the lobby adjacent to the counter Recessed box and conduit are to be provided by the Landlord's contractor. Height and side clearances of this phone shall adhere to ADA requirements.

Public-Address (PA) System:

1. The LESSOR must provide all necessary items to make the PA system operational. The Bureau Staff Services, Facility Management project coordinator shall determine the recommended number and location of system speakers with the assistance of the LESSOR's Communication Representative.

2. The PA amplifier shall be installed on a shelf in the Phone/Server room. The associated speakers shall be equipped and wired for 70-volt operations. (End of Voice Specifications)

House Speaker System to include: Public Address Amplifier as manufactured by University, Type 1800-40 or approved equal product. Speakers: Atlas/Soundolier, Type SV1-72K, Model SD with volume control or approved equal product. The Public Address amplifier shall be installed on a shelf secured to the telephone equipment board, at the upper right corner. The associated speakers shall be equipped and wired for 70.7 volt operation with the speaker cable terminating on the telephone equipment board. For planning purposes one speaker for each 300 sq. ft. of space in the building. The LESSOR must provide all necessary items to make the PA system operational. PSP shall determine the recommended number and location of system speakers. Exterior speakers are required to page staff in the employee parking areas, the speakers shall be on a separate zone from the interior speakers.

Public Address Amplifier Minimum Specification:

- a. Power Output (RMS @ 1000 Hz) 40 Watts minimum
- b. Frequency Response 100 Hz – 12KHz + 2 Db
- c. Sensitivity Aux. 1 – 150 Mv
Aux. 2 – 150 Mv
- d. Hum + Noise Aux. 1 & 2, -70 Db
- e. Inputs Two, 600 Ohms Balanced
- f. Outputs 8, 16 Ohms, 25V Center Tapped
(18 Ohms) & 70V (140 Ohms)
Balance Lines
- g. Controls Aux. 1, Aux. 2, Master Volume, Tone Control
- h. Power Requirements 120 VAC 60 Hz

NOTE: If the amplifier does not have 600 Ohm balanced inputs, it shall be achieved by utilizing adapters manufactured specifically for the unit.

4 - ENTERPRISE NETWORK DATA CABLING & ELECTRICAL REQUIREMENTS (revised 8/4/16)

This specification will provide the LESSOR with the requirements for Pennsylvania State Police Enterprise Network Data cabling. The chart below shows the minimum number of data cabling connection points / conduit locations and telephone cabling jack / conduit locations;

Examples:

FACILITY SIZE	Telephone Conduits	Enterprise Conduits & Cable
Small facility	(65)	plus (75)
Medium facility	(80)	plus (95)
Large facility	(100)	plus (110)
Extra Large Facility	(125)	plus (135)

Refer to the **QUANTITY SUMMARY** to determine the size standard of this facility. If the enterprise data connections exceed the total listed and the telephone connections have not been exceeded, the LESSOR is required to provide the total number of both data and telephone. Example for a medium station the total is 175, the break down could be different than as shown above.

Conduits must have boxes and pull strings provided for the enterprise network. **The same conduit and boxes may be used for data and voice. No need for separate conduit and boxes.**

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

DATA CABLING STANDARDS

All data cabling must be CAT6 industry standards. It is the responsibility of the contractor to provide all cabling, keystones, faceplates, and CAT6 patch panels.

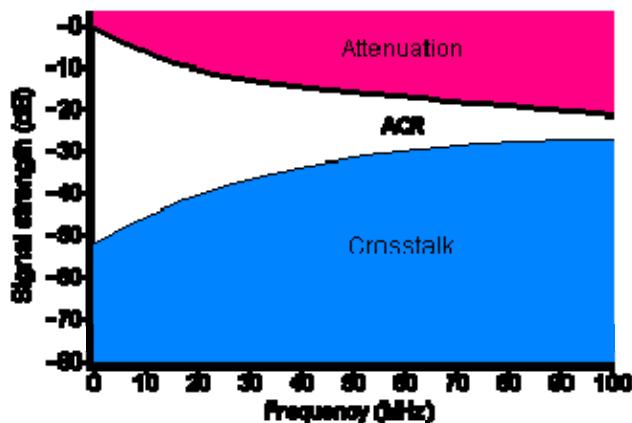
All data cabling runs must be tested and a copy of the test results forwarded to: Len Wiederhoeft 717-317-0797 lwiederhoe@pa.gov

The results for data cabling test results show the ACR for each data run.

ACR

The first thing to understand about testing data cables is the ACR, this stands for **Attenuation to Crosstalk Ratio**. The pink area in the graph is the attenuation, this can be caused by several things as will be explained below, and the blue area is the crosstalk. Attenuation is the reduction in signal strength over the length of the cable and frequency range, the crosstalk is the external noise that is introduced into the cable. So, if the two areas meet, the data signal will be lost because the crosstalk noise will be at the same level as the attenuated signal.

ACR is the most important result when testing a link because it represents the overall performance of the cable.



Test results should be sent to: Pennsylvania State Police, Bureau of Technology Services
Attn: Len Wiederhoeft
1800 Elmerton Ave.
Harrisburg, Pa., 17110

A unique PA State Police requirement will be that all Category 6 data jacks must be ORANGE in color. Non data jacks (voice) must be a different color. Each data drop faceplate must be affixed with a clearly readable numbered label to correspond with the LAN cabinet patch panel numbering scheme.

LAN/SERVER CABINET ROOM REQUIREMENTS

It will be the responsibility of the LESSOR to provide AC power and grounding for the LAN and Server cabinets. There must be a four (4) dedicated 120 volt, 20 amp circuits. The assigned circuit breaker must be clearly marked in the circuit breaker panel.

Data cabling must enter the LAN cabinet from above. Data cables (category six UTP cables) must enter the cabinet via a four inch EMT conduit. A hole must be cut in the ceiling tile to allow this conduit to extend above the ceiling tile. The same is true for AC power and ground but in this case a $\frac{3}{4}$ inch or one inch conduit will be used.

The SERVER/LAN cabinet is a standard 42U server rack, having a front door and split rear doors. The size of the server is 78"H x 24"W x 48"D.

New facilities are **planned to be constructed without basements**, however in the event a basement is present in an existing facility the SERVER/LAN cabinet must be on a raised platform to prevent water damage. The LESSOR must provide a platform to support the weight of the cabinet(s) with a $\frac{3}{4}$ " plywood surface. The size of the platform is at least 33" deep x 57" long with a 2 inch by 6 inch base and not fastened tight to the floor to allow for movement.



ELECTRICAL SYSTEM CRITERIA AND COMPONENTS

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

All isolated ground circuits shall be established by connection of an insulated ground wire from the isolated ground receptacle to the distribution panel for that circuit or by connection of an insulated ground wire to a suitable grounding source independent of other electrical circuits e.g. to building steel structure or a

grounding rod furnished for this purpose. The intent is to avoid the possibility of fault currents from other pieces of equipment being able to interfere with or damage electronic processing equipment by conductance of fault currents through the isolated ground receptacle.

The surge suppression system shall be capable of intercepting and limiting transient voltage spikes caused by natural events e.g. lightning or other equipment operating on the power distribution lines. The contractor may choose whether this is best accomplished by individual circuits surge suppression or by circuit distribution panel surge suppression. All circuits shall have surge suppression whether normally grounded circuits or isolated ground circuits.

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

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

- (A) No more than FOUR (4) personal Computers per 20 amp circuit.
- (B) No more than TWO (2) laser printers per 20 amp circuit.
- (C) No more than FOUR (4) utility receptacles per 20 amp circuit.
- (D) No more than ONE (1) multi-function copier, scanner, fax unit per 20 amp circuit (minimum 2 per facility)

Each workstation will be required to have separate AC outlet. ONE circuit reserved for the personal computer and monitor. A SECOND circuit for general utilities. The outlet assigned to the personal computer must have a separate AC neutral and isolated ground wires. The circuits for the personal computer shall have a **single orange outlet** and the circuits where the designated laser printers are located should **have a single blue outlet**. The circuit for general utilities should have a minimum of two (2) duplex outlets or 1 quad outlet at each workstation in addition to the outlet for the computer and monitor.

The Processing Room must have at least nine (9) Enterprise Network drops provided, three (3) for the combination LIVESCAN / CPIN combination cabinet, one (1) for the (photo imaging printer) one (1) for Megan's Law Equipment, one (1) for Video Conferencing equipment and two (3) for future Enterprise Network items. Associated electrical requirements must be met for this equipment.

The PSP Enterprise Network staff will need several data sites located on the exterior of the building near the roof. Placement will need to be near the state vehicle parking areas to allow PSP staff to mount small antennas on the building for the Mobile Video Recorder (MVR) equipment.

GENERAL INFORMATION

When a move from an old station to a new station occurs the primary goal is to minimize the downtime of the PSP Enterprise Network. It is especially critical to restore service to the Communications Room terminals in particular as they have a direct bearing on both public and Officer safety. It cannot be stressed strongly enough that on the day the move occurs the lessor must have accomplished the following goals prior to the date of the move:

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

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

SECTION K - MECHANICAL SYSTEM CRITERIA

1 - HEATING, VENTILATION & AIR CONDITIONING (HVAC)

All areas are to be heated, ventilated and cooled except the following areas with requirements as noted:

Storage Area, Sally port and Mechanical Room - Heated and ventilated only

The LESSOR will be responsible for all energy costs for heat and cooling of the building therefore, the LESSOR shall determine the most economical equipment to install and maintain throughout the term of the building lease. The heating and cooling costs need to be metered separately to allow the LESSOR to pay for the energy costs. This will eliminate the requirement to install ground source heating / cooling for a new facility.

The HVAC system must be sized for a 25% capacity increase.

The server room space is to have its own climate controlled HVAC system capable of maintaining a space temperature of 68 to 75 degrees **at all times and in all conditions.**

This system will be inaugurated with the building Geo-Thermal system and have its own air handler and thermostat.

The amount of heat that is given off by the equipment in the areas listed below require additional cooling to maintain the temperatures required in this lease.

1. Processing Room
2. Telephone / Server Room
3. Radio Communications Room

The following is an estimate of the equipment planned for several areas where equipment produces heat.

The Processing Room equipment and the BTU output:

Live Scan System – Includes computer tower, printer and monitor – (6990.5 BTU/hr)
CPIN System – Includes computer tower, printer, monitor, camera and lights – (12617 BTU/Hr)
Regular Computer System – Includes computer tower and 2 monitors – (3069 BTU/Hr)
Total – 22676.5 BTU/Hr.

Total does not include recently installed computer equipment for Megan's Law. LESSOR will need to visit the station to determine the added BTU/Hr. for this equipment

The Telephone /Server Room equipment and BTU output:

IBM X3650 – Heat Dissipation 1230-3312 BTU/hr times 2.
UPS s – SUA1500times 2 (Watts [BTU/hour]
On Line Fully Charged 45 [135]
On Line Charging 75 [255]
On Battery Fully Charged 315 [1075]
Cisco 3745 Router
Heat Dissipation + 2013.257 BTU/hr. x 1
Cisco 3560 Switch

Heat Dissipation = 89 BTU/hr. x 6 Total = 534 BTU/hr.

The LESSOR will be required to provide additional cooling and / or ventilation at no additional cost to the State Police to prevent the new equipment and all future equipment from over heating.

Evidence Room, Evidence Receiving Area - All duct work that is large enough to permit a person to climb through must have security bars installed to prevent intrusion through the ducts. Security bars will need placed at the perimeter of the Evidence Area which includes the Evidence Receiving.

1.1 -TEMPERATURES

A temperature of 73 degrees F dry bulb +/- 2 degrees F dry bulb shall be maintained under all conditions.

1.2 - HUMIDITY

Humidity shall be maintained between 40% and 60% relative humidity in all areas that are mechanically cooled and heated. If required to meet the conditions, power humidifier installed in the central system shall be employed. No supplemental humidification need be provided in areas not mechanically cooled. Reduction of humidity levels will not be allowed to compensate for an inadequate building ventilation system.

1.3-VENTILATION

All ventilation will meet the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62, current revision. The current revision requires the introduction of at least 20 cfm outside air per person in all office areas. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust air sources. The fresh air intakes must be positioned at the highest locations practical with none at grade level. Intake locations should not be placed near vehicle idling areas such as the sally port or garage entrance. Use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met. Return ducts to be installed at floor level NO PLENUM CEILING.

Several areas of the facility will require direct exhaust to the exterior of the building and be isolated from the general ventilation system: Restrooms, Shower Areas, Kitchen, Processing Room at restraint bench, Patrol Unit at the restraint bench, Crime Room at restraint bench, Interview Room, Evidence Room, Evidence Drug Closet, Evidence Processing Area (separate room or in storage or sally port), Motor Carrier Enforcement Office and Arms Closet. Facilities that have an area designated for a K-9 will also require an exhaust. The exhaust fans near prisoner restraint benches, evidence processing area and the interview room shall have manual controls.

An on-demand power ventilation system is required in the Evidence Room and Drug Closet. The system shall be operational from a lighted wall switch in the Evidence Receiving Area. The switch shall have an indicator light that will light when the system is operational.

The Telephone / Server Room that houses the server for the Enterprise Network must be properly ventilated to accommodate the equipment to be installed.

1.4 - FILTRATION

All areas serviced by heating or air conditioning or ventilation systems will have Polyester Medium Pleated pre-filters of at least 2" minimum thickness installed in that system. The filter shall have a MERV (Minimum Efficiency Reporting Value) rating value of (8) or greater when tested by an

independent test facility per ASHRAE (American Society of Heating, Refrigeration and Air Conditioning Engineers) Standard 52.2. The filter will be a standard dust holding capacity model that a 24" x 24" x 2" filter will have no less than 12.4 square feet of media. The air filter manufacturer's literature/technical sales bulletin must show that the model provided is 76% efficient or greater on 3.0-micron size particles. The pre-filter will be installed in the system at a place that will filter air handled by the system before distribution into the work areas or public area. The LESSOR on a monthly schedule or more often must replace all filters, if required by operating conditions. During replacement operations, the system will be completely shut off to avoid the distribution of dirt through the system.

1.5 - PRESSURE DIFFERENTIALS

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

1.6 - HVAC CONTROLS

The building shall be controlled totally automatically. Thermostats and other automatic controls shall be inaccessible to employees. Manual controls of heating, ventilating, cooling or humidifying equipment are not acceptable except for an EMERGENCY SHUTDOWN SWITCH OR CONTROL that allows for immediate shutdown of the HVAC System. In addition, the building shall be appropriately zoned with automatic controls to maintain even HVAC throughout the area regardless of the anticipated use of the areas. Areas having concentrations of heat-producing equipment shall be adequately addressed in the HVAC zoning i.e. Communications Room, Phone / Server Area and Processing Room may require a stand-alone system or zoned separately to provide sufficient cooling.

2 - PLUMBING / UTILITIES

All plumbing and utilities shall meet the current plumbing and building codes of the municipality within which the facility is located. In no instance, will grandfathering of nonconforming plumbing or utilities be allowed. **ALL PLUMBING AND UTILITIES SHALL MEET CODES AS DESIGNATED FOR NEW CONSTRUCTION.**

All domestic hot water supply shall be located not more than 35 feet from furthest point of use, it shall have the most energy efficient models available. All sinks, lavatories, and showers shall have hot water available. All water heaters shall initially be set at 120 degrees F.

Hot and cold water lines shall have insulation applied. Supply water lines (hot and cold) shall be type "L" copper or PEX. The use of lead solder shall not be used as mandated by Legislation.

In addition to the hot, cold and waste water systems required by code, the LESSOR shall provide floor drains in the following locations:

At the safety shower in the Sally port
Under vehicle in the Sally port – designed for sediment removal from vehicle (ice/snow)
In the floor of Patrol & Crime at the restraint bench location(s)
In the floor of the Processing Room near the restraint bench
In the floor of the Public Restroom
In the floor of the Restroom near Processing
In the Shower Area of the Men's and Women's Restroom / Locker Room
In the floor of the Storage Room
Interview Room where designated on the floor plan
R & I Unit

As otherwise required to support specific laboratory or operational requirements

Floor drains near any restraint bench require tamper proof screws to hold the drain screen in place.

Install two (2) exterior frost proof faucets, one (1) near the storage entrance, the other near the main entrance. Provide two-(2) water coolers meeting ADA guidelines, one (1) in the Lobby the other in the Troop Area.

Provide at least one (1) shower in each locker room that complies with (ADA) guidelines. All showers require curtains. Shower heads shall be water saving units.

Hose bibs located with-in an enclosed compartment will need provided near areas where restraint benches are proposed.

Facilities that require a sewage pump station should have a minimum 2 horse power grinder pump installed to prevent backups

3– ELEVATORS (where required)

One elevator must have inside dimensions of not less than 6'8" x 5'5" with not less than 36" door opening, if elevators are required by code unless otherwise approved by Lessee. If elevator exists, they are to be modernized to provide automatic operation and to bring equipment into compliance with the Americans with Disabilities Act. The Elevator Contractor must be an elevator manufacturer or manufacturer's approved installer. Acceptable manufacturers are Otis elevator Company Cemcolift or Minnesota Elevator, or Lessee approved equal.

Licensed and permits shall be provided and the required inspections and tests shall be performed. Elevators shall comply with applicable building and elevator codes, included but not limited to the following:

ANSI A17.3

ANSI A17.1

National Electrical Code

Pa Department of Labor and Industry Elevator Regulations

Americans with Disabilities

Uniform Federal Accessibility Standards

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

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

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

Components such as door operator, selector, buttons etc. shall be able to be replaced

and upgraded independent of the elevator controller.

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

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

SECTION L - FINISHED GRADING & SEEDING

1 - FINISHED GRADING & SEEDING

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

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

- 1.5 Seeding shall be 5 lbs. per 1000 sq. ft. Planting shall occur between August 20 and October 1 or where spring seeding is necessary before May 15.
- 1.6 Lawn shall be kept constantly wet close to saturation for 10 days following seeding.
- 1.7 If the grass seed does not germinate the lessor shall be responsible to reseed the areas.

2 - LANDSCAPING

- 2.1 **DO NOT PLANT** shrubbery and trees along the exterior walls of the building because as the plants grow it creates a visual obstruction and a security risk to the staff. A thirty-foot shrub free perimeter must be maintained. A Variance from the municipality may be necessary. The facility is required to have a security monitoring system to observe the building entrances and parking areas.
- 2.2 The LESSOR shall provide grass around the entire perimeter of the building with no separation between the grass and the building.
- 2.3 Stations will be required to have a radio tower provided by PSP. The tower will be placed within a fenced area provided by the LESSOR. PSP will contract for a concrete pad

around the tower through the radio contractor. Where the fenced area is larger than the proposed concrete pad, the remaining fenced area must have a vegetation barrier installed and covered with river rock. **The LESSOR is responsible to prevent and eliminate any weed growth in all beds of river rock or planting areas. This shall apply during the building occupancy.**

SECTION M - MISCELLANEOUS CONSIDERATIONS

1. Furnish and install two (2) 35 foot flagpoles. One pole will display the Federal Flag while the second displays the Commonwealth Flag.
2. Furnish and install a 30" diameter plaque consisting of the State Seal with Pennsylvania State Police information bordering on the Seal. The plaque which shall be cast aluminum and painted in accordance with State colors, as proposed by Spencer Industries, 1508 North Mascher Street, Philadelphia, Pennsylvania (215) 634-2700 or Lake Shore Market, Inc., 654 West 19th Street, Box 59, Erie, Pennsylvania (814) 456-4277.
3. The Kitchenette shall have the following appliances; a microwave, refrigerator (full size), base counter cabinets and wall cabinets, with double stainless-steel sink and paper towel dispenser. All appliances in the building initially purchased by the LESSOR must be maintained by the LESSOR or replaced with a new unit when not able to be repaired.

Stoves will not be permitted to be installed in leased buildings as stated in Management Directive 720.5 as amended January 3, 2008 non-compliance will result in rent abatement.

4. The Crime Unit- The Lessor shall provide and install a forms / mail bin rack. The size shall be determined by the Station Commander. (Refer to Detail drawing sheet)
5. The Patrol Unit – The Lessor shall provide and install a forms /mail bin rack. The size will need determined based upon the number staff assigned to the station and the number of forms being used. The LESSOR shall construct an area in the Patrol Room to display clipboards. It will be determined prior to construction of the station if funding will be available for furniture that will take the place of a counter. In case funding is not available for work stations. The LESSOR will need to install a typewriter counter approx. 20' in length, 28" from the floor to the top of the counter. The counter will have holes installed to permit cords to pass through the counter to electrical outlets, phone and data sites. Lighting will need provided above the counter.
6. Install in each lavatory and locker room, an automatic aerosol order control as manufactured by Airken Professional Products. System shall be self-dispensing by a timed metering system in intervals of 5 - 25 minutes. System maintenance and the replacement of odor control supplies will be the responsibility of the lessor throughout the term of the lease.
7. Facilities that remain occupied during renovations must have debris and waste materials of every description removed from the area and a general clean-up after every day's work.
8. Prior to occupancy of the facility, LESSOR shall provide LESSEE, with current certificates of insurance. The certificates shall contain a provision that the coverage afforded under the polices will not be canceled or changed until at least thirty (30) days written notice has been given to LESSEE.
9. Provide two (2) clip board racks that are required to hold 20 clipboards each at a location to be determined by the Office-In-Charge.
10. Provide two (2) cork bulletin board, minimum size being 36" x 60" in the Communications Room at a location to be determined by the Station Officer-In-Charge.
11. Install a soft tone doorbell in the Communications Room to sound when each entrance is opened.

Visitor entrance shall have a distinctive tone to be able to determine when a visitor has entered the building. The employee entrance(s) need to be different than the visitor entrance. Facilities that have several employee entrances may use the same tone for each employee entrance. The visitor door tone must be able to be heard in all areas of the building in the event the communications room is not occupied. It is also required that the staff have the ability to shut off or silence all doorbell tones for the entrance doors. In conjunction with the doorbell tones, install a light box in the communications room with a light for each entrance including the sally port door. This will enable the PCO to see which door was left open or which door has malfunctioned.

12. All construction, existing or new, must be in full compliance with the Americans with Disabilities Act (ADA) whether specifically mentioned in the specifications or depicted on the drawings.
13. Pollution control as mandated by the Department of Environmental Resources. The LESSOR shall be responsible to correct any environmental hazards that may be present at the time of occupancy or could be incurred during the term of the lease. The LESSOR shall bear the financial responsibility to correct any hazards that are not created by the LESSEE.
14. The LESSOR shall have performed and submit regularly as required the results of a water test from a reputable laboratory where a public water service system is not available to the facility.
15. LESSOR shall have building plans approved by the Department of Labor and Industry. The lessor shall also furnish a copy of the Certificate of Occupancy, issued by Labor and Industry or the municipality to the Pennsylvania State Police, Facility Management Division, at the time of occupancy of the facility.
15. All construction must be completed and all contractors finished with their work before occupancy of the building or increase of any rental payments to the LESSOR. If not the LESSOR will be responsible for payments of the present lease rental until the facility can be occupied. Existing construction requires renovations to be completed prior to receiving the increased rental rate at the renovated facility, all renovations must be satisfactorily completed.
16. LESSOR shall supply to the LESSEE the names of plumber, electrician, and heating / ventilating contractors who can be contacted in case of an emergency.
17. During the lease term or in preparation to enter an option period where floor covering material is being replaced or cleaned, painting or cleaning of walls are required. The LESSOR at their expense will be required to remove and replace the existing furniture, file cabinets and other equipment to perform the required work.
18. The LESSOR shall mount Armor Piercing Containment System APC-100 (provided by PSP) at several locations within the building as determined by the Officer in Charge.
19. All building systems and components that are provided by the LESSOR at the facility shall be maintained by the LESSOR during the lease and any option periods that are exercised.
20. The LESSOR is responsible for all costs related to the extermination of insects, bees, rodents etc. and must maintain the PREMISES in tenantable condition.
21. The LESSOR must provide and install all observation mirrors located in the lobby to permit the communications room staff seated at the radio consoles to see the entire lobby.
22. The Lessor is to provide and install at least 3 wall mounted coat racks, 1 near the conference room, 1 near the crime office and 1 near the patrol office. Each office shall have a coat hook installed on the door on the inside of the office.
23. Items the LESSOR is required to provide such as high-density evidence storage shelving, gun

cleaning bench, adjustable gun racks and storage, riot shield storage compartments, forms racks, briefcase storage racks, cabinets/counter at the processing sink may contact Avail Business Systems 800-862-8245; (814) 659-1562 which has provided these items at other stations, it is the LESSOR'S decision to use this supplier or an equal.

24. All requested changes to the specifications must be submitted in writing and shall not be changed unless **WRITTEN** approval is granted by the Director, Bureau of Staff Services, Pennsylvania State Police.
25. Products supplied through State Police Warehouse require the following to be provided by the LESSOR; Toilet tissue dispensers require a spindle type device due to variations on roll widths. The LESSOR may need to mount the recommended soap dispensers. To avoid soap dispensers leaking onto the floor it is recommended to PSP Staff to obtain Reliable Brand LFC-20 Soap Dispensers (foaming hand soap) (Commodity Code 8520-2080-0020) through the Central Supply Warehouse.
26. The LESSOR or the LESSOR'S CONTRACTOR will need to comply with the regulations established by the Pennsylvania State Police (PSP) who abides by the Criminal Justice Information Services (CJIS) Security Policy. The policy can be found at <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view> In accordance with this policy, any vendor that performs services or being unescorted at a State Police facility will be subject to a background check performed by the Pennsylvania State Police. The LESSOR shall understand that a negative report will prevent access to the facility. Any questions shall be directed to the Officer-In-Charge at the building (Reference AR-

SECTION N – QUANTITY SUMMARY:

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

Items # 9 -13 address the date of the specifications and building plans that are part of this bid package.

1. **84** Total number of parking macadam spaces. (refer to generic site plan)
2. **16** Parking spaces in the impound area, or **9,100** square feet. The entire fenced area needs to be either macadam or concrete.
3. **4** Parking spaces meeting Americans with disabilities, includes **1** van accessible spaces.
4. **648** Total linear feet of high density shelving for evidence storage required in the new evidence room. The width of the existing shelving is 2'-0" wide and must be the width used in calculating the proposed linear feet of shelf space.
5. **66** Total number of lockers required (refer to generic floor plan for placement in each locker room)
6. The men's locker room must have **58** lockers which shall match the number of briefcases that need accommodated in brief case racks.
7. The women's locker room must have **8** lockers which shall match the number of briefcases that need accommodated in briefcase racks.

8. This facility is considered a / an **MEDIUM** sized facility.
9. Pennsylvania State Police, General Specifications & Space Design Criteria dated **5/15/19** (including map of advertised area)
10. Pennsylvania State Police, Communications Specifications dated **7/30/18**
11. Generic Floor plan for the EBENSBURG Station, dated **10/22/18**, revised **5/7/19**.
12. Generic Site Plan, dated **5/3/19**
13. Detail Sheet, dated **5/25/11**

ATTENTION !

ALL PERSONS SUBMITTING A PROPOSAL, THIS “SOLICITATION FOR PROPOSAL” HAS A SET OF DRAWINGS (FLOOR PLANS) THAT MUST BE OBTAINED FROM THE BUREAU REAL ESTATE BY CALLING 717-787-5546 (proper leasing representative) OR 717-787-4394.



END OF SPECIFICATIONS

To register to receive solicitations from DGS Bureau Real Estate visit the following website:

<http://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Supplier%20Service%20Center/Pages/default.aspx>

ADDITIONAL INFORMATION FOR THE BIDDER (added 7/28/16)

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

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

PENNSYLVANIA STATE POLICE
SNOW AND ICE REMOVAL SPECIFICATIONS

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

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

1. **The snow removal response** - snow removal to begin at accumulations of 3" and additional 3" intervals during the weather event and complete removal at the cessation of the storm.
2. **Areas of snow removal and application of granular deicing material**
3. **The type of granular deicing material- per the Station Commander**
Liquid applications are not permitted.

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

The contractor must register (sign in) in the State Police log book upon arrival and (sign out) at departure and include the hours of service performed.

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

PENNSYLVANIA STATE POLICE
JANITORIAL SPECIFICATIONS

- LESSOR'S Contractor must meet with Officer-In-Charge (OIC) prior to beginning janitorial services to clarify work to be performed, expectations and security regulations.

- LESSOR'S Contractor must have all janitorial personnel sign-in when arriving and sign-out when leaving the station for each visit. A log book is present at the station to record all individuals that access the building.
- LESSOR'S Contractor must comply with fingerprinting background check for individuals planning to work at the building.
- LESSOR'S Contractor must follow and sign JOB log sheet.
- LESSOR'S Contractor should follow the flooring manufacturer's maintenance and care recommendations. SPECIAL NOTE: PSP facilities that have a rubber matt flooring installed in fitness rooms do not require waxing see manufactures directions.
- LESSOR'S Contractor must CALL LANDLORD (SEE STATION COMMANDER) for directions on maintenance and cleaning of all floors.

LESSOR'S Contractor will need to furnish all labor, equipment and materials to perform janitorial services (3) days per week FOR HOWEVER MANY HOURS REQUIRED TO COMPLETE THE WORK ON THESE GENERAL SPECIFICATIONS

EACH VISIT – sign job log sheet

Waste baskets – empty and wipe clean or replace liners. Liners to be **furnished by Contractor**.

Tile floors – damp mop or use dust mop as conditions warrant per directions for floor maintenance

Wash bowls and sinks – clean with liquid detergent such as Ajax.

Lavatory Floors – Follow Manufacturers directions – special attention to area around all fixtures.

Showers, Clean tiled showers or Fiberglass showers according to mfg.'s directions

Commodes, and urinals – clean with brush and disinfectant.

Mirrors – clean.

Sweep front porch or stoop - at all entrances

Towel and tissue dispensers – refill with supplies **furnished by the Commonwealth**.

Carpeted areas – vacuum when present in building.

Walk-Off-Mats - Vacuum

EVERY WEEK – sign job log sheet

Furniture – dust (except desks) desks when requested

Sills and ledges – dust.

Lavatory walls – remove any spots wipe with disinfectant around sinks, with special attention around urinals and toilets.

Chrome fixtures - polish

EVERY TWO WEEKS – sign job log sheet

Walls and doors – wipe finger marks and scuff marks.

Vacuum under all desks, tables, counters.

Tile floors and stairs – damp mop with cleaning solution as per manufactures recommendations

Concrete Floors – Sweep, unless directed otherwise by landlord/station

EVERY MONTH – sign job log sheet

Concrete Floors Garage – Wash, December, January, February and March, unless directed otherwise by landlord/station

Restricted Areas - Sweep/mop as directed by the Station.

EVERY THREE MONTHS – sign job log sheet

Windows - Clean inside.

Wall Carpet – Vacuum

Base Board or coving – Wipe down

SEMI-ANNUALLY – sign job log sheet

GENERAL HOUSE CLEANING, including blinds, light fixtures, walls, etc.

Heat vents & Grills – vacuum dust from bottom.

***Contractor take note of any modular furniture that may require cleaning around.**

***Contractor must be responsible for compliance with the Pennsylvania Act 1984-159 Worker and Community Right To Know. This is in reference to any chemicals used or stored in the workplace.**

The Contractor is required to have in place during the term of the Contract and any renewals or extensions thereof, the following types of insurance, issued by companies acceptable to the Commonwealth and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

- A. Worker's Compensation Insurance** for all of the Contractor's employees and those of any subcontractor, engaged in work at the site of the project as required by law.
- B. Public Liability and Property Damage Insurance** to protect the Commonwealth, the Contractor, and any and all subcontractors from claims for damages for personal injury (including bodily injury), sickness or

disease, accidental death and damage to property including the loss of use resulting from any property damage, which may arise from the activities performed under the Contract or the failure to perform under the Contract, whether such performance or non-performance be by the Contract, by any subcontractor, or by anyone directly or indirectly employed by either. The minimum amounts of coverage shall be \$250,000 per person and \$1,000,000 per occurrence for bodily injury, including death, and \$250,000 per person and \$1,000,000 per occurrence for property damage. Such policies shall be occurrence rather than claims-made policies and shall not contain any endorsements or any other form designated to limit and restrict any action by the Commonwealth, as an additional insured, against the insurance coverage in regard to work performed for the Commonwealth.

Prior to commencement of the work under the Contract and at each insurance renewal date during the term of the Contract, the Contractor shall provide the Commonwealth with current certificates of insurance. These certificates or policies shall name the Commonwealth as an additional insured and shall contain a provision that the coverage's afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice has been given to the Commonwealth.

CRIMINAL RECORD CHECK

The LESSOR or the LESSOR'S CONTRACTOR will need to comply with regulations established by the Pennsylvania State Police (PSP) who abides by the Criminal Justice Information Services (CJIS) Security Policy. The policy can be found at <http://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>. In accordance with this policy, any vendor staff members that will perform janitorial services or be unescorted at a PSP facility must have a Federal fingerprint background check performed before entering the building. The vendor staff members required to have this background check must obtain the required authorization letter from their employer before reporting to a PSP installation to give a full set of fingerprints. The PSP will use the fingerprints to perform a state record check and will then forward them to the Federal Bureau of Investigation for a national criminal history record check. The information obtained from the criminal history check shall be used by the PSP for a fitness determination. PSP will retain records of those individuals who have completed the fingerprint background check.

“ATTACHMENT A”

1. OUTDOOR RANGE DESIGN.

a. Site Selection.

- (1) Outdoor range sites should be remote from other activities but accessible by road. SDZs should not extend across traveled roads, navigable waterways, railroads, or other areas.
- (2) To protect against unauthorized access, SDZs should be controlled while firearms are being discharged. To prevent future encroachment, SDZs should be recorded on site maps.
- (3) If other methods to control access to SDZs are not effective, then the zones should be fenced in. Natural barriers around the site; e.g., rivers, hills or a large drainage channel may be used to prevent encroachment and will ensure privacy. The best site is one with a natural backstop for projectiles to reduce the cost of constructing earth impact berms and to provide natural sound abatement.
- (4) Outdoor ranges should be oriented to eliminate firing into the sun. The range should be oriented to the north or slightly to the northeast. The ideal direction is between due north and 25° northeast.

b. Range Planning.

- (1) Firing into upward sloping land and land with natural backstops of hills or mountains is recommended.
- (2) Firing platforms, access roads, and targets should be elevated above the flood level.
- (3) The line of fire in rough terrain should be perpendicular to high ground. The line of fire on flat terrain should be free of knolls, ridges, and trees that reduce visibility.
- (4) Known distance ranges should be as flat or evenly graded as possible. If the grade between the firing points and target does not exceed 2 percent, then the firing points may be below the target.
- (5) Roads used for setting and servicing targets in impact areas and for maintenance of earth berm may be graded pathways. Roads in areas not subject to disturbance; e.g., vehicle parking areas, and roadways behind firing lines or out of range of weapons, should be designed for anticipated vehicle weight and usage.
- (6) The ground between the targets and firing line should be free of any hardened surface (smooth-surfaced walkways excepted) such as rocks or other ricochet-producing material.
- (7) The surface may be sodded or planted with low-growing ground cover.
- (8) The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. For baffled ranges, the lateral slope

should not exceed 2 percent because of the geometry of the baffle system.

(9) The overall size will be governed by the range distance and number of firing positions.

(10) Range distances from the firing line to the target are determined by the approved DOE qualification courses of fire for all weapons available for use by Protective Force (PF) personnel and by site-specific training courses of fire. The distances from the firing line to the target should be accurate to +.01 percent. It is important that any inaccuracy in the firing line-to-target distance is a greater, rather than lesser, distance (e.g., 101 yards for a 100-yard range instead of 99 yards).

(11) Shooters should have secure footing.

c. Surface Danger Zones. SDZs should be established to contain all projectiles and debris caused by firing ammunition and explosives (see Table 1). SDZ dimensions are dictated by the types of ammunition, types of targets, and types of firing activities allowed on the range. A basic SDZ consists of three parts: impact area, ricochet area, and secondary danger area (Figure 1). Figures 2 through 6 illustrate the application of the basic parts in the design of SDZs for various kinds of range activities.

(1) The primary danger area established for the impact of all rounds extends 5° to either side of the left and right limits of fire and downrange to the maximum range of any ammunition to be used on the range.

(2) The ricochet area is 5° to either side of the impact area and extends downrange to the maximum range of any ammunition to be used on the range.

(3) The secondary danger area is that area paralleling, and 100 yards outside of, the outermost limits of the ricochet area and extending downrange to the maximum range of any ammunition to be used on the range.

Range Design Criteria

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(4) Boundaries of SDZs must be posted with permanent signs warning persons of the danger of the live-fire range and prohibiting trespassing. The signs must be posted in a way that will ensure a person cannot enter the SDZ without seeing at least one legible sign (i.e., usually 200 yards distant or less).

(5) Limit of fire markers, both external and internal, must be placed to denote

right and left limits of fire. Where cross firing is to be conducted, internal limit markers must be emplaced to denote internal right or left limits of fire from specific firing positions.

(6) Ranges may be located parallel to one another if in compliance with Figure 19 for separation.

(7) When there is insufficient distance to lay out a new range with the required SDZ or utilize other ammunition with a maximum range that does not exceed the SDZ, engineered or administrative controls can be used to control firing on that range. Permission to deviate from established SDZ requirements must be granted by the DOE cognizant security authority and supported by a safety risk analysis.

(8) Administrative controls such as use of the low-ready position or engineered controls such as muzzle traverse/elevation limiters can be used to control the firearm. Natural terrain such as a mountain or a hill provides an excellent backstop for firing. The terrain should be high enough to capture rounds fired at up to a maximum 15° muzzle elevation.

(9) To change the size and shape of an SDZ, baffles may be installed. Partial and full baffle systems consist of the following components: overhead baffles, a canopy shield over firing points, bullet impact berm, and side berms, sidewalls, or side baffles. A fully baffled range must be constructed so all direct fire can be contained within the range (see Figures 7 and 8).

d. Support Facilities. Range planners should consider the site-specific need for the following range support facilities.

- (1) Targets.
- (2) Target storage.
- (3) Bunkers, trenches, and protective barriers for personnel protection.
- (4) Range control towers.
- (5) Toilets.
- (6) Range poles, banners, markers, and signs.
- (7) Communication systems.
- (8) Access and range roads.
- (9) Parking areas.
- (10) Potable water.
- (11) Target maintenance.

- (12) Ammunition storage.
- (13) Power.
- (14) Sewer.
- (15) All other necessary utilities.

E. Design Criteria.

- (1) Firing Line Items. Provide the following components:
 - (a) Floor Surface. The surface should be smooth, firm, and graded to drain away from the targets. A slight side-to-side grade of 1 percent to 2 percent should be provided for storm water runoff. Transverse firing line grading should match target line transverse grading. The distance between the firing line(s) must be sufficient to support the type of training conducted. Firing lanes must be clearly marked on the surface to match the targets. Depending on the number of personnel to be supported and the funds available, the following surfaces should be considered:

- 1 ground firmly compacted with mown grass;
 - 2 sand or fine gravel;
 - 3 wood decking of sufficient thickness and support to prevent movement; and
 - 4 concrete topped with appropriate cushioning material.

- (b) Overhead Containment. On partially and fully baffled ranges, a ballistic canopy (see Figure 9) should be provided over all locations where a weapon may be expected to be discharged (firing line, by definition). Figure 9 represents one construction approach, but the canopy must contain the direct fire effects of the most energetic round fired on the range. This canopy should begin at least 3 feet behind the firing line. General structural requirements may dictate more distance. The canopy should extend forward a minimum distance of 13 feet minimum, which will work geometrically with the first overhead baffle to prevent a weapon from firing directly out of the range (see Figures 16 and 17). The canopy should be constructed of ballistic material with sacrificial cladding as described below. Sound reduction ceiling waffles should be considered. Weather roofing is required above the

ballistic material and it must slope sufficiently to drain.

(2) Firing Point. The depth of the firing point is determined by the shooting activity; e.g., rifle firing requires more depth than pistol firing.

(a) The minimum depth of the firing point is the area required for the shooter, shooter's equipment, scorers, and range officers. For example, a pistol range might have a firing line approximately 6 to 10 feet deep, while a rifle range would have a firing line up to 20 feet deep. This variation is based on available space, type of shooting, size of target frames and carriers, and the spacing of target frames or carriers.

(b) For rifle ranges, each firing point should be 9 feet wide (see Figure 10). Firing lanes for pistols and shotguns should be 5 feet center to center (see Figure 11).

(3) Ballistic Material. The purpose of this material is to absorb, deflect, or fragment projectiles. Material for baffles on partially and fully baffled ranges is shown in Figures 12 and 18. Wood that is used should be of middle grade exterior timber or plywood. Timber in contact with the ground must be pressure-treated for this purpose. Avoid exposed connectors if possible. Refer to Table 2, Thickness of Material for Positive Protection Against the Caliber of Ammunition Listed, for the thickness of various materials.

(4) Sacrificial Cladding. Provide $\frac{3}{4}$ -inch thick plywood with a $\frac{3}{4}$ -inch air gap on any surfaces (baffles, wing walls, metal connectors, etc.) that are within 11 yards of the firing line to prevent back splatter.

(5) Firing Line Cover Material. The firing line should be covered to protect the shooter and allow activities to be held regardless of the weather. On ranges with several firing lines, the cover is generally installed at the longest firing distance. The firing line covers described below are for shelter only and should not be confused with the ballistic firing line canopies required on baffled ranges. Material that can be used for firing line covers includes wood, concrete, steel, and plastic. Most covers are constructed from wood products and are a shed or gable roof design. In some cases, corrugated metal or fiberglass roofing material can actually increase sound levels at the firing line and in areas around the range. Therefore, to reduce noise, corrugated metal or fiberglass roofing material should not be used unless it is acoustically treated. The structure should

be designed to include the following:

(a) The shed roof should have a 6-inch cavity filled with fiberglass insulation (or equivalent) and be enclosed on the bottom with $\frac{3}{4}$ -inch plywood or insulation board. Although this will not provide a completely effective sound barrier, sound waves will strike and penetrate the inside layer of plywood, and the sound will be reduced;

(b) A plywood shed roof should have a 6-inch hollow core enclosed with a small grid mesh screen and a six-mil polymer barrier to retain the insulation. The intervening space should be filled with blown-in insulation to trap sound waves and reduce the drum effect of an open roof; and

(c) A gable roof has a large hollow area above the joists; however, additional sound damping materials should be installed to reduce the drum effect and the sound pressure level as they are reflected onto the firing line area. The underside of the roof surface will require a minimum of 4 inches of insulation to fill in between the rafters and a minimum of 3 inches of insulation above the ceiling and between the joists. This will reduce the drum effect caused when sound waves strike surface material (e.g., corrugated metal) and will absorb a portion of the reflected sound waves.

(6) Surface Material. Positions should be hard-surfaced (e.g., concrete, gravel, wood, asphalt, or sod).

(a) For ranges where prone shooting is conducted, gravel or similar materials may cause difficulty for the shooter. When the surface material is concrete or asphalt, shooting mats or padding will be required when the kneeling or prone positions are used.

(b) For ranges with multiple firing lines, hard-surfaced firing lines located downrange of another firing line should be recessed or shielded from bullet impact to avoid ricochets off exposed edges.

(7) Landscaping. The site should be landscaped to provide for erosion control, noise abatement, maintenance, appearance, fire protection, and

safety.

NOTE: Any landscaping will complicate the removal of lead in the berms, especially on impact surfaces, and will create higher maintenance costs.

(a) Berms should be planted with grass to prevent erosion. Ground cover is acceptable on existing berms that have been maintained and where erosion is not a problem.

(b) When grass is selected as a ground cover, it should be appropriate for the geographic area and should readily grow and provide good coverage. The degree of shading caused by overhead baffles will determine the type of grass for the range floor. Use grasses and cover for earth berms that will not be accessed by moving equipment so that natural growth heights will be acceptable. In areas where the soil is poor or extremely sandy, plants such as Bermuda grass, ice plant, or vine root can be used to control soil erosion.

(c) Heavy landscaping may be used to cut down on noise transmission. Plants and trees may be planted behind the firing position shelters to alleviate noise transmission problems. Soundproofing the firing line structures should be considered in problem areas. Trees should be kept away from firing lines to allow range control officers to see all shooters.

(d) For windbreaks, trees may be planted along the length of the range with partial side berms or wing walls where strong prevailing crosswinds are problems to shooting accuracy.

(e) Densely planted rows of fast-growing, compact, and thorny shrubs may be planted below the trees at ranges with partial berms or wing walls to abate noise, prevent encroachment, and alleviate crosswind problems.

(8) Target Line and Mechanisms. Components must be as follows:

(a) The target line should be a minimum of 30 feet from the toe of the impact berm. The distance between targets must be the same as the distance between firing positions.

(b) Target line bases must match grading with the firing line.

Mechanical target support bases must be protected from the direct line of fire. They may be buried flush with the ground or placed behind a protective wall. Note that a small raised earth berm at this location generates significant ricochet. The complexity of the mechanism will dictate the protection requirement. See Figure 13 for wall or trench protection of high cost target line mechanisms.

(c) Target supports can be made of steel angles and channels, PVC pipe or wood. Do not use metal parts within 33 feet of the firing line where direct fire strikes are anticipated. Discharging weapons close to metal surfaces is extremely dangerous. Present the smallest surface area that is structurally sound to the line of fire to minimize ricochet. Design the target holders for easy and inexpensive replacement. Portable, self-supporting 2- by 4-inch wood frames or 2-inch by 2-inch wood plank placed into buried PVC pipe work well on simple ranges. The full face of the target must be visible to the shooter.

(d) Turning targets and the display time are at the discretion of the user. Commercially available, electrically motorized target carrier and electronic scoring systems should be considered where economically feasible.

(e) On open ranges, a single target line with multiple firing lines is preferred. On partially or fully baffled ranges, in most instances, a single firing line with multiple target lines will produce the most cost-effective range because of the firing line canopy. An extremely advanced target mechanism may be significantly more expensive than multiple canopies.

(9) Impact Structures. The structure varies depending on the type of range. Natural terrain such as a mountain, cliff, or steep hill may be incorporated into impact structures provided the completed structure complies with the minimum design requirements. Acceptable structures by range type are listed below.

(a) For open ranges, the top elevation of the earth impact berm should be 26 feet above the range surface for ranges 100 yards long or longer and 16 feet above the range surface for ranges 50 yards long

or less. The impact berm should extend 50 yards beyond where the target line ends for 100-yard-long ranges or until joining with the side containment, if provided for ranges 50 yards long or less.

(b) The suggested elevation may be met by designing a combination of earth berm and vertical baffle (see Figure 14). The earth berm

portion should have a top elevation of 16 feet above the surface of the range. The vertical baffle should be constructed of ballistic material and designed to withstand local seismic and wind loads.

This combination arrangement would reduce the footprint and the amount of material in the earth berm.

(c) The preferred slope of the impact berm face is 1 to 1 or steeper.

The steeper the slope, the more likely the berm is to absorb

projectiles. The top should be 10 feet wide. The impact slope should be constructed with a 3-foot layer of easily filtered soil (to reclaim the lead projectiles) free of boulders, trees, rocks, stones, or other material that will cause ricochet. The rear slope should be appropriate to the native soil and maintenance requirements.

(d) For partially and fully baffled ranges, the top elevation of the impact structure will vary depending on the overhead baffle and impact structure arrangement. The impact structure for a partially baffled range can be: standard impact berm, bullet trap, or hybrid.

For fully baffled ranges, the impact structure must be a bullet trap. In all instances, the impact structure must connect to the side

containment. The top of the berm should be at an elevation 5 feet above the point where the highest line of direct fire can strike the berm.

(e) Outdoor baffled bullet stops can be constructed by placing the last vertical overhead baffle over the last target line and placing a

sloped baffle to connect from the top of the earth berm to the back of the last vertical baffle. The bottom of this lower-sloped

overhead baffle should be 2 feet above the highest point on the berm where direct fire might strike. See Figure 15 for material and construction details. Rainfall runoff from the sloped baffle onto

the berm must be considered. (See “Use of Bullet Traps and Steel Targets” for Shoot House bullet trap information.)

(10) Side Containment. For partially and fully baffled ranges (Figures 7 and

8), the top elevation of the side containment must geometrically mate with the overhead baffles to be high enough to prevent any direct fire from exiting the range. Full-side height containment should extend 3 feet to the rear of the firing line. Locate the side containment at least 10 feet outside of the centerline of the outermost firing lane. Construction may be in the following forms.

(a) Earth Berm. Construct earth berms to an inside slope of 1 to 1.5.

If native soil characteristics will not produce a stable slope at this angle, provide geotechnical fabric reinforcement in the fill. The top width of the berm should be at least 10 feet. No rocks are permitted in the top 3 feet of the inside surface. Generally, earth berms cannot be used on partially or fully baffled ranges; however, earth berms are permissible if the firing range is small and the overhead baffle and berm geometry intercept ricochets.

(b) Continuous Walls. Construct continuous walls of ballistic material to withstand local wind and seismic loads. Provide sacrificial cladding to 13 feet forward of the firing line and 3 feet behind the firing line. Continuous walls are preferred for fully baffled ranges.

Table 1

Cover material	Caliber and thickness required to stop penetration		
	5.56 mm	7.62 mm and Cal. 30	Cal. 50
Concrete (5,000LB/M ²)	5 inches	7 Inches	12 Inches
Gravel-filled concrete masonry units	8 inches	12 inches	24 inches
Broken stone	14 inches	20 inches	30 inches
Dry sand	16 inches	24 inches	32 inches
Wet sand	25 inches	36 inches	48 inches
Earth Packed or tamped Undisturbed compact Freshly turned	32 inches 35 inches 38 inches	48 inches 52 inches 56 inches	60 inches 66 inches 72 inches
Oak logs (wired)	28 inches	40 inches	56 inches
Plastic Clay	44 inches	65 inches	100 inches

NOTE: Figures are based on new material. Degradation may occur over time.

(c) Wing walls (side baffles) are discontinuous side protection set at 45° to the line of fire. Locate the wing walls so that they are overlapped by 6 inches based on any line of fire that may strike them. Construct the wing walls of ballistic material to withstand wind and seismic loads. Additionally, provide sacrificial cladding on wing walls closer than 30 feet to the firing line.

(d) End Walls. End walls may be constructed at the firing lane edge on the firing line in lieu of extending side containment 3 feet behind the firing line. Walls should be long enough to close off any line of sight between the end of the side containment and the rear 3 feet mark. The end walls should be constructed of ballistic material with sacrificial cladding extending from the canopy to the firing line surface.

(11) Overhead Baffles. Overhead baffles must be located so that no direct fire can exit the range from any firing position. The first overhead baffle must be geometrically coordinated with the firing line ballistic canopy (see Figure 9). The elevation of the top of each succeeding baffle should be 6 inches higher than a line of fire that just clears beneath each preceding baffle (see Figure 16). Overhead baffles should be the same height and spaced apart down range to achieve the required geometry (see Figure 17). The last baffle should be placed so the line of fire will strike the impact structure no higher than 5 feet below the top elevation of the structure. On a fully baffled range, the last overhead baffle must be over the last target line.

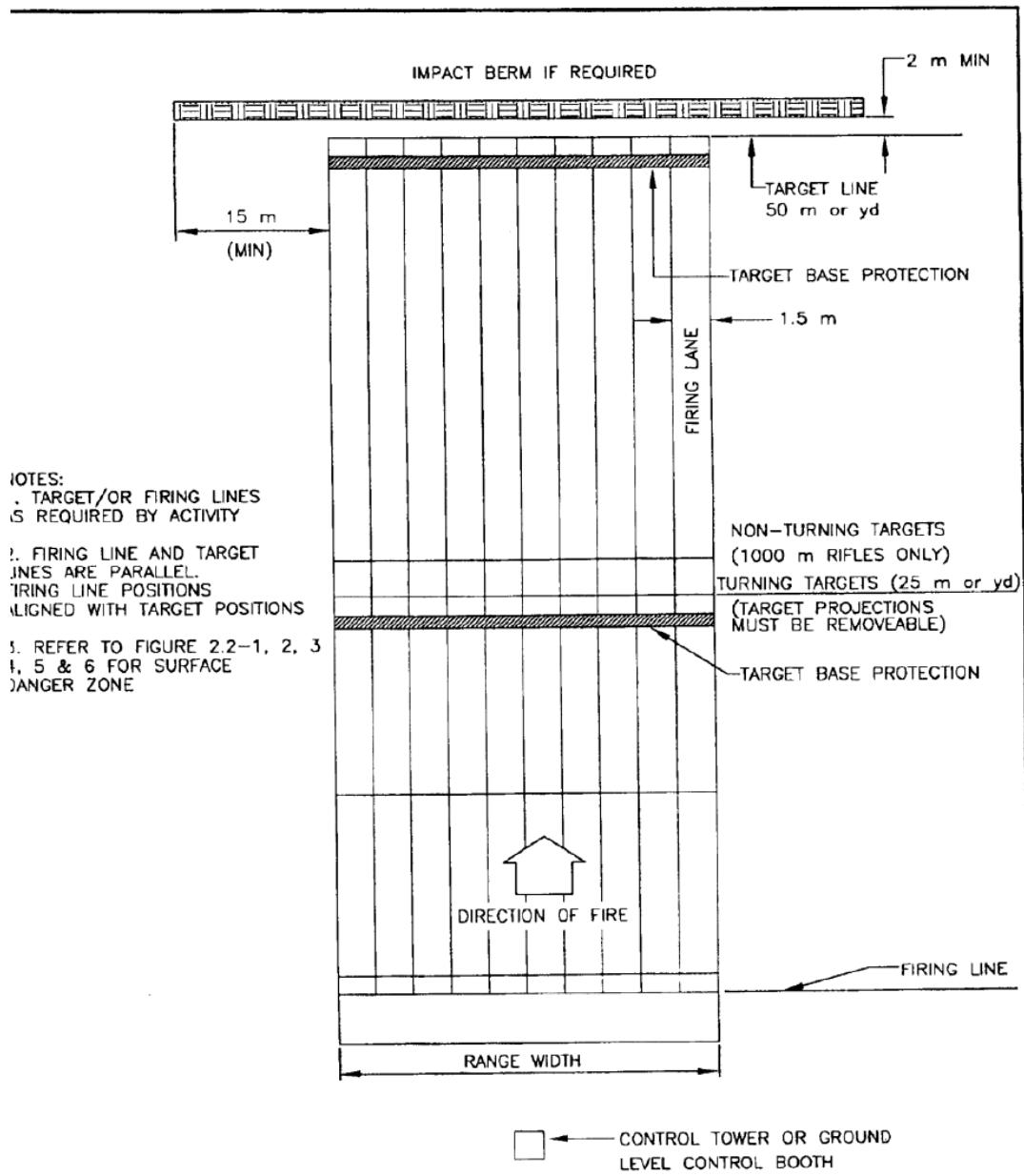
(a) On partially baffled ranges, overhead baffles must extend laterally to within 1 foot of the side containment. On fully baffled ranges, the overhead baffle must tie into the side containment.

(b) The vertical dimension of an overhead baffle when it is vertical varies with the number and spacing of the baffles. Normally, the height is between 5 and 8 feet when considering structural support size and costs.

(c) The baffles must be constructed of ballistic material. Baffles within 11 yards of the firing line should be covered with sacrificial cladding. See Figures 12 and 18 for possible configurations.

(d) Space the structural columns as far apart laterally as possible to open firing lanes. If possible, do not construct columns within the

range. Design columns or beams to withstand local wind and seismic loads, and provide protective steel plate on the faces of the columns exposed to the firing line in accordance with Figures 12 and 18. Provide sacrificial cladding if the column is within 10 yards of the firing line. Overhead baffles may be placed on a flatter slope and overlapped to function as firing line canopies if multiple firing lines are to be used (see Figure 17). This arrangement is cost-effective for baffled combat lanes.



Pennsylvania State Police

***Generic
Communications Specifications
Date – 07/30/2018***

GENERAL

1. The CMDF and the EMDF will provide a distribution point for the electrical power and communications cabling supporting the communications equipment at the station. See attached drawing (or drawings will be provided at preconstruction meetings) for details relating to EMDF and CMDF specifications within the communications room.
2. Communications room will have dimmable white LED lighting with two or three red LED lights on a separate dimmer.
3. Special communications/dispatch room requirements, not necessarily specified herein, shall be coordinated and approved by the BCIS representative at the pre-construction meeting. It is required that a BCIS representative verifies the conduit layout before the pouring of concrete in the communications/dispatch room. Therefore, the contractor shall notify the BCIS representative at least three working days in advance to arrange a date for on-site inspection.
4. All conduits shall meet the National Electrical Code (NEC) standard for the particular application being installed.
5. Builder will provide BCIS with Geotechnical report in electronic format.
6. The Emergency Generator be whole house.

Communications/Dispatch Room Requirements:

EMDF:

The EMDF shall accommodate all outlets for the communications room.

1. The EMDF panel shall have the capacity for at least ten 20 AMP circuit breakers. The panel housing shall be flush mounted adjacent to the CMDF panel and shall be provided with a hinged cover. All circuit breakers shall be legibly identified.
2. Refer to the attached communications/dispatch room drawing for location and additional specifications on receptacles.

Pennsylvania State Police

***Generic
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CMDF:

1. The CMDF panel will provide a distribution point for all communications cabling and wiring within the communications/dispatch room.
2. Two 4" conduit(s) shall be provided between the CMDF panel run to above the ceiling.
3. The CMDF panel shall be a 30" x 20" x 6" empty distribution panel with a flush-mount hinged cover. This panel is contained in a metal enclosure similar to a Square D Cabinet Box # 24366B and a Front Cover # 2436TF. The rear surface of the panel shall be a $\frac{3}{4}$ " plywood backboard painted flat black.
4. Refer to the communications/dispatch room drawings for location and additional specifications on CMDF receptacles within the communications/dispatch room.

Radio Requirements:

1. A radio tower will be installed at each station by the state radio vendor where allowed by code. Land owner will be responsible for completing all permits as required. Radio section will determine the area required for the concrete pad. The concrete pad ideally should be adjacent to the telephone/server room exterior wall. Radio lines will be run out the top of the wall, under an ice bridge, and to the tower. No underground pipes will be used for coax or power runs.
2. If there is no tower at this station, two antenna mounts must be installed opposite ends of the building. Each mount will consist of a 3"OD thick walled galvanized pipe with a minimum length of 72" long. The pipe must be mounted to a roof truss or a brick wall to support the weight of the antenna. A 2 inch PVC conduit will pass through the wall within one foot of each mounted pipe and terminate in a 90 degree elbow outside (turned downward to prevent water intrusion) with a weatherproof seal. An alternative to the 90 degree elbow would be to put an electrical box similar to the Cantex model 5133708 (or equivalent) 8x8x7 Plastic New Work Electrical box mounted on the wall within one foot of the 72" pole with a 2 inch PVC pipe through the wall.
3. The antenna mounts must be attached to the building electrical ground system.
4. Contact the PSP radio maintenance service provider for appropriate locations of the antenna mounts.

Pennsylvania State Police

*Generic
Communications Specifications
Date – 07/30/2018*

Telephone/Server Room Requirements:

1. In order to facilitate installation of telephone and alarm control equipment, The telephone/server room walls shall be covered with 8' x 4' x 3/4" plywood panels, painted with flat fire resistant paint on three walls. A minimum of two (2) duplex electrical outlet boxes shall be mounted at the top of the wall, 2 feet from the left and right edge. In addition to the standard electrical requirements listed in the specifications two (2) additional electrical quad outlets shall be mounted along the bottom edge of the panel, 2 feet from the left and right edge, to be used for the station phone system and equipment and telephone company equipment. All electrical boxes mounted on this room shall be wired to the Emergency Generator. Conduit from the floor of the telephone/server room shall extend at least six inches from floor level.
2. A #2 awg bare copper conductor shall be installed along the bottom edge of the wall and shall terminate on a ground rod positioned beneath the plywood panels. This rod shall be connected to the internal building grounding system and the external perimeter grounding system. This will serve as the one-point connection between the two grounding systems. The Department's radio maintenance contractor shall provide the external perimeter grounding system and the concrete pad for the external radio equipment shelter; as well as, any required radio tower and associated material for tower erection.
3. Three 20A circuits will run into the server rack and four 20A circuits to two quad outlets will be run for radios and radio console equipment.

Communication Room Required Cabling and Outlet box locations

1. Thirteen Cat 6 cables (or equivalent) via 4" conduit from CMDF to telephone/LAN room to be used as feed cables. Terminate on one 110 block at the CMDF and one 110 block at the telephone/ LAN room. Must be labeled FEED CABLES.
2. All cables must be tested and properly numerically labeled and documented on the wiring print prior to the scheduled move day.

APPENDIX E

GEOGRAPHIC BOUNDARIES



THIS MAP DETAILS THE AREAS OF ADVERTISEMENT FOR THE EBENSBURG STATION LOCATED IN CAMBRIA COUNTY, THE BID AREA IS WITHIN A 2.5 MILE RADIUS OF THE INTERSECTION OF SR 22 & SR 219 OR WITHIN A 2 MILE RADIUS OF THE INTERSECTION OF SR 22 & SR 2014

