



COMMONWEALTH OF PENNSYLVANIA
DEPARTMENT OF GENERAL SERVICES
HARRISBURG

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposal #10001400 to lease to the Commonwealth 10,000-12,000 usable square feet of new or existing retail space in Allegheny County, Pittsburgh, Pennsylvania, and downtown areas. The space will be occupied by the Pennsylvania Liquor Control Board. Enclosed you will find Solicitation For Proposal #10001400 (SFP) which includes five (5) appendices, including the Pennsylvania Liquor Control Board's sample lease.

This SFP contains information that will guide you in preparing a proposal submission on the enclosed forms. **To be considered, all proposals must be submitted on the enclosed forms.** Proposals must be received in the office of the Bureau of Real Estate, Room 600, North Office Building, Harrisburg, Pennsylvania 17125, by 3:00 P.M., Tuesday, March 20, 2012. **PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.**

Two copies of your proposal must be submitted in a sealed envelope. THE ENVELOPE MUST BE MARKED WITH SFP#1001400, AGENCY'S NAME, REAL ESTATE REPRESENTATIVE'S NAME, SQUARE FOOTAGE, AND DUE DATE. THIS INFORMATION MUST ALSO BE SHOWN ON THE OUTSIDE OF ANY COURIER OR MAILING ENVELOPE. Do not submit a proposal for another SFP in the same envelope with your proposal for this particular SFP. Please be advised that this is a Proposal Solicitation Process. The Commonwealth of Pennsylvania reserves the right to reject any or all offers, waive any defect or negotiate for better terms.

This solicitation reflects material changes which have been made to the Commonwealth lease solicitation process. Payment of prevailing wages is now a requirement of the Commonwealth's leasing program when a proposer offers to construct a new facility or substantially rehabilitate an existing facility. Specific information on the payment of prevailing wages requirement can be found on Page 6 of the SFP. There are also new requirements concerning the Right to Know Law. Specific information on the disclosure of proposal contents can be found on page 14 of the SFP.

This solicitation also reflects material changes which have been made to the Commonwealth's lease solicitation process to encourage participation by small disadvantaged businesses in Commonwealth leasing. Completion of a Small Disadvantaged Business Commitment Form is now a requirement of the solicitation even if a proposer makes no commitment to utilize small disadvantaged businesses. Specific information on commitments made by proposers to participation by small disadvantaged businesses, and the impact of those commitments on the

Commonwealth's selection of a proposal to provide leased space, can be found on Page 7 of the SFP.

You should address the availability of private and/or public parking in your proposal.

Please be sure to carefully read the whole document. If you have any questions concerning the attached information, please contact George Danis, PLCB/Real Estate Region #3, directly at (412) 723-0126.

***Department of General Services
Bureau of Real Estate/Leasing Division
600 North Office Building
Harrisburg, PA 17125***

SOLICITATION FOR PROPOSAL (SFP) # 10001400

**Pennsylvania Liquor Control Board
Store #289**

Pittsburgh, Allegheny County

**Date of Issue:
February 7, 2012**

Issuing Office:
Department of General Services
Bureau of Real Estate
Room 600 North Office Building
Harrisburg, Pennsylvania 17125
(717) 787-4394

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GENERAL INFORMATION FOR THE PROPOSER

PURPOSE:

The purpose of this Solicitation for Proposals (SFP) is to obtain proposals to provide 10,000-12,000 net usable square feet of new or existing retail space, for a Pennsylvania Liquor Control Board Store. The space must be located within the following boundaries: Pittsburgh, Allegheny County, Pennsylvania. See attached map, Appendix E. Proposals which offer space outside of these boundaries cannot be considered for award of the lease.

Proposers should prepare and submit proposals to be considered by the Commonwealth of Pennsylvania (Commonwealth) for a ten-year lease (with options for two five-year renewal terms) to be occupied by the Pennsylvania Liquor Control Board (PLCB).

ISSUING OFFICE:

The Department of General Services (DGS), Bureau of Real Estate, is issuing this SFP for the Commonwealth of Pennsylvania, on behalf of the Pennsylvania Liquor Control Board. The Commonwealth of Pennsylvania's point of contact for this SFP is:

George Danis, Regional Facilities Analyst
Real Estate Region #3
Pennsylvania Liquor Control Board
Purity Plaza
158 Purity Road, Suite B
Pittsburgh, PA 15235-4441
(412) 723-0126

The PLCB, on behalf of the DGS Bureau of Real Estate, is authorized to negotiate the terms and conditions of the proposed lease agreement for SFP#10001400. 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 Buildings and Grounds; (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 either the PLCB or DGS to the selected proposer.

SCOPE:

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

RESPONSE DATE:

To be considered, proposals must arrive at the issuing office, on or before the date and time specified in the cover letter. Proposals must be returned in the envelope provided with the proposal packet. **ALL LATE PROPOSALS SHALL BE REJECTED.**

NOTICE TO PROPOSERS OF PREVAILING WAGE REQUIREMENTS

To the extent that a proposer offers to construct a new facility, to substantially rehabilitate an existing facility, or to substantially alter an existing facility in accordance with Commonwealth agency specifications/drawings, and the construction/substantial rehabilitation/substantial alterations will have a total estimated cost that exceeds \$25,000, the following prevailing wage requirements shall be included in the lease. "Substantial rehabilitation" is the conversion or adaptation of an existing facility into a safe, structurally sound building, by gutting and extensive re-construction, to make the building suitable for use by the Commonwealth agency. As a guideline, if the building foundations, building shell (outer walls, interior support walls or roof) or major building systems (HVAC, plumbing, electrical) are substantially altered or replaced, it is substantial rehabilitation. "Substantial alterations" are those alterations to an existing facility by the lessor in accordance with Commonwealth agency specifications/plans/drawings where final plans, drawings and specifications must be reviewed and approved by the Commonwealth agency. These terms do not include cosmetic improvements, routine maintenance, minor non-structural alterations and upgrades.

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

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

In order to view the current prevailing wages for each craft or classification of workers needed to perform the contract(s) for the construction/substantial rehabilitation/substantial alterations of the leased facility for the locality where the facility will be constructed/substantially rehabilitated go to http://www.dli.state.pa.us/land/li_apps/requestPW.asp and request the prevailing wages. These are the applicable wage rates **provided** a lease is negotiated and fully executed within 120 days of the Proposal Response Date. In the event the lease is not fully executed within this 120 day period, it will be necessary to request and obtain new, current prevailing minimum wage rates from the Secretary of Labor and Industry that the lessor or lessor's contractors must pay to those employees involved in the construction/improvement/alteration of the leased facility.

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

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

NOTICE TO PROPOSERS OF COMMITMENT TO SMALL DISADVANTAGED BUSINESSES:

Small Disadvantaged Business Participation

The Commonwealth encourages participation in Commonwealth leases by small disadvantaged 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 Disadvantaged Businesses

"Small Disadvantaged Businesses" are small businesses that are owned or 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. The term includes: 1) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority businesses enterprises (MBEs) and women business enterprises (WBEs) that qualify as small businesses; and 2) Small Disadvantaged Businesses, as determined under the rules and regulations established by the United States Small

Business Administration; and 3) United States Small Business Administration certified 8(a) Small Disadvantaged Business Concerns.

“Small businesses” are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons, and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

Factor in Proposal Selection

Participation by Small Disadvantaged Businesses may be an important factor in the Commonwealth’s selection of a proposal to provide leased space to the Commonwealth. The amount of consideration given by the Commonwealth for the Disadvantaged Business participation offered by a proposer will be based upon the following in order of priority:

Priority Rank 1	A proposal submitted by a proposer that is a Small Disadvantaged Business.
Priority Rank 2	A proposal submitted by a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	A proposal submitted by a proposer with contracting commitments to Small Disadvantaged Businesses. Proposers are encouraged to attain the aspirational goal of 20% participation by Small Disadvantaged Businesses.
No Ranking A proposer that falls into this category MUST provide a written explanation as to why it has not made a specific percentage commitment to Small Disadvantaged Businesses.	A proposal submitted by a proposer that is not a Small Disadvantaged Business and that is not in a joint venture with a Small Disadvantaged Business and that makes no specific percentage commitment to Small Disadvantaged Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor, and the succeeding options receiving consideration in accordance with the above-listed priority ranking. For lessor contract commitments, the percentage commitment will be based upon the amount of the rent that the proposer commits to pay to Small Disadvantaged Businesses for services and/or supplies. The amount must be stated as a specific percentage of the total rent to

be paid by the Commonwealth over the term of the lease, including any lump sum payments.

Disadvantaged Business Qualification

1. To receive credit for being a Small Disadvantaged Business or entering into a joint venture agreement with a Small Disadvantaged Business, a proposer will be required to provide proof of Small Disadvantaged Business qualification, as follows:

- a) A proposer qualified as a result of MBE/WBE certification from BMWBO must provide a photocopy of its BMWBO certificate.
- b) A proposer qualified as a result of certification from the U.S. Small Business Administration as an 8(a) disadvantaged business must submit proof of Small Business Administration Certification. The owners of such business must also submit proof of United States citizenship.
- c) A proposer qualified as a “Small Disadvantaged Business” under the rules and regulations of the United States Small Business Administration must provide self-certification and the following:
 - (i) The proposer’s attestation that the proposer has 100 or fewer employees.
 - (ii) Proof that the proposer’s gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
 - (iii) Proof of the United States citizenship of the owners of such business.
- d) In the case of a joint venture agreement, the proposer must provide a copy of the agreement, together with the documentation necessary to establish the joint venture partner as a Small Disadvantaged Business, as follows:
 - (i) If the joint venture partner qualified as a result of MBE/WBE certification from BMWBO, the proposer must provide a photocopy of the joint venture partner’s BMWBO certificate.
 - ii) If the joint venture partner qualified as a result of certification from the U.S. Small Business Administration as an 8(a) disadvantaged business, the proposer must submit proof of the joint venture partner’s Small Business Administration Certification. The proposer must also submit proof of the United States citizenship of the owners of the joint venture partner.
 - (iii) If the joint venture partner qualified as a “Small Disadvantaged Business” under the rules and regulations of the United States Small

Business Administration, the proposer must provide the joint venture partner's self-certification and the following:

(A) The joint venture partner's attestation that the joint venture partner has 100 or fewer employees.

(B) Proof that the joint venture partner's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.

(C) Proof of the United States citizenship of the owners of such joint venture partner.

2. To receive credit for contracting with a Small Disadvantaged Business (including construction/purchasing supplies and/or services through a purchase agreement), a proposer will be required to provide the following information prior to award of the lease:

- a) The name and telephone number of the person within the proposer's organization that DGS may contact regarding the proposer's Small Disadvantaged Business commitments
- b) The company name, address, and telephone number of the prime contact person for each **specific** Small Disadvantaged Business included in the proposal. The proposer must specify each Small Disadvantaged Business to which it is making commitments. The proposer will not receive credit by stating it will find a Small Disadvantaged Business after the lease is awarded or by listing several companies and stating it will select one later.
- c) The specific work, goods, or services each Small Disadvantaged Business will perform or provide.
- d) The location where each Small Disadvantaged Business will perform these services.
- e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
- f) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
- g) The form and amount of compensation each Small Disadvantaged Business will receive.
- h) The percent of the total rent that will be paid to each Small Disadvantaged Business.

- i) A signed contract or letter of intent must be included in the Disadvantaged Business portion of the proposal.
- j) If the contractor is a Small Disadvantaged Business qualifying as a result of certification from MBWBO, the proposer must provide a photocopy of the contractor's MBWBO MBE/WBE certificate.
- k) If the contractor is a Small Disadvantaged Business qualifying as a result of 8(a) certification from the U.S. Small Business Administration, the proposer must submit proof of such contractor's Small Business Administration Certification, and proof of the United States citizenship of the owners of such contracting business.
- l) If the contractor is a Small Disadvantaged Business qualifying as a "Small Disadvantaged Business" under the rules and regulations of the United States Small Business Administration, the proposer must provide the contractor's self-certification and the following:
 - (i) The contractor's attestation that the contractor has 100 or fewer employees.
 - (ii) Proof from the contractor that the contractor's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished via a recent tax or audited financial statement.
 - (iii) Proof of the United States citizenship of the owners of such contracting business.

Lease Obligation

The selected lessor's Small Disadvantaged Business commitment will be included as a contractual obligation in the lease.

Commitments to Small Disadvantaged 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 MBWBO, which will, along with the Commonwealth leasing agency, determine whether a proposed substitution should be approved.

Small Disadvantaged Business that contract with the lessor, and Small Disadvantaged Businesses in a joint venture, must perform at least 50 percent of the contract or Small Disadvantaged Business portion of the joint venture.

To the extent that a contract or subcontract is to be performed by a Small Disadvantaged Business, the Small Disadvantaged Business cannot enter into subcontract arrangements for more than 40 percent of the total estimated dollar amount of the contract.

The lessor shall complete the Lessor's Quarterly Utilization Report (or similar type document containing the same information) and submit it to the leasing officer of the agency occupying the leased premises and BMWBO within 10 workdays after the end of each quarter the lease is in force. If there was no activity, the form must also be completed, stating "No activity in this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Businesses as lessors or contractors with lessors, and Small Disadvantaged Businesses involved in joint ventures. Also, it is a record of fulfillment of the commitment the lessor made and for which it received consideration for selection.

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

Questions regarding the Disadvantaged Business Program can be directed to:

Department of General Services
Bureau of Minority & Women Business Opportunities
Room 611, North Office Building
Harrisburg, PA 17125
gs-bmwbo@state.pa.us
Phone: (717) 787-6708
FAX: (717) 772-0021

Small Disadvantaged Business Program information and a database of BMWBO-certified minority-and women-owned businesses can be accessed at www.dgs.state.pa.us, Keyword: **BMWBO**. The federal vendor database can be accessed at www.ccr.gov by clicking on **Dynamic Small Business Search** (certified companies are so indicated). Please also see Appendix F to this SFP.

Small Disadvantaged Business Commitment Form

The Small Disadvantaged Business Commitment Form, which is attached to this document, must be completed by the proposer and submitted with its proposal.

SUBMISSION OF PROPOSALS:

To be considered, interested parties must submit a complete response to this SFP, using the format provided in the "Proposal Requirement" section of this document. An interested party will make no other distribution of the proposal. An official who is authorized to bind the interested party to its provisions must sign the proposal. For this SFP, the conditions of the proposal must remain valid for at least sixty (60) days from the date specified in the cover letter. **Moreover, the conditions of the selected proposal will become contractual obligations if a contract is entered into with the Commonwealth.**

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

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

TYPE OF AGREEMENT:

The selected party will be expected to enter into a lease agreement, a draft of which is attached as **APPENDIX A** of this SFP. **The terms and conditions of this SFP and the selected party's proposal will be incorporated into the lease by reference.**

REJECTION OF PROPOSALS:

The Commonwealth reserves the right to reject any and/or all proposals received as a result of this request, or to negotiate separately with competing contractors. If, in the opinion of the Commonwealth, contract negotiations with the selected party cannot be concluded **within 60 days following the selected party's receipt of a draft lease agreement**, the Commonwealth may at its sole discretion, immediately discontinue negotiations with the selected party and commence negotiations with any other interested party.

INCURRING COSTS:

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

ECONOMY OF PREPARATION:

Proposals should be prepared simply and economically, providing a straightforward, concise description of the interested party's ability to meet the requirements of the SFP.

ORAL PRESENTATION:

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

AMENDMENT TO THE SFP:

If it becomes necessary to revise any part of this SFP, an amendment will be issued to all interested parties who received the original SFP. **For any interested party who downloads the SFP from the DGS website, it will be that party's responsibility to check the website for amendments to the SFP prior to the submission of its proposal.**

SELECTED PARTY RESPONSIBILITIES:

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

DISCLOSURE OF PROPOSAL CONTENTS:

1. Confidential Information. The Commonwealth is not requesting, and does not require, confidential proprietary information or trade secrets to be included as part of proposers' submissions in order to evaluate proposals submitted in response to this SFP. Accordingly, except as provided herein, proposers should not label proposal submissions as confidential or proprietary or trade secret protected. Any proposer who determines that it must divulge such information as part of its proposal must submit the signed written statement described in subsection c.(2) below and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.
2. Commonwealth Use. All material submitted with the proposal shall be considered the property of the Commonwealth of Pennsylvania and may be returned only at the Issuing Office's option. The Commonwealth has the right to use any or all ideas not protected by intellectual property rights that are presented in any proposal regardless of whether the proposal becomes part of a lease. Notwithstanding any proposer copyright designations contained on proposals, the Commonwealth shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.
3. Public Disclosure. Public records requests for proposals are governed by and shall be handled in the following manner:

After the award of a lease pursuant to this SFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009. If a proposal submission contains confidential proprietary information or trade secrets, a signed written statement to this effect must be provided with the submission in accordance with 65 P.S. § 67.707(b) for the information to be considered exempt from disclosure under 65 P.S. § 67.708(b)(11).

NEWS RELEASES:

News releases pertaining to this project will be made in coordination with the Issuing Office, and subject to Commonwealth approval.

FACILITY ACCESS:

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

PENNSYLVANIA STATE SALES AND USE TAX:

The proposed facility is subject to all applicable Pennsylvania Sales and Use Tax legislation. There is no special tax exemption for this project.

ORDER OF PRECEDENCE:

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

PROPOSAL REQUIREMENTS

INTRODUCTION

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

It is the obligation of the proposer to become fully cognizant of all factors relevant to the site including, but not limited to, existing and surrounding zoning and zoning requirements, physical characteristics and conditions of the site and improvements, asbestos and environmental hazards, adequacy of public facilities, utility services, legal restrictions, and all other information relating to legal requirements, land-use planning, or design requirements and restraints.

REQUIRED DOCUMENTS

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

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

- As indicated on GSRE – 19, certain required services should be included as part of your proposal. The required services are, but are not limited, to the following:
 1. All Utilities
 2. Janitorial Services and Supplies (please check the janitorial schedule included in the Agency Specifications attached to this SFP. Do not use the janitorial schedule (Exhibit B) contained in the sample lease.)
 3. Trash Removal
 4. Snow and Ice Removal
 5. Sewer and Water
 6. Lawn and Shrub Care
 7. Acquisition of the Site
 8. Permitting
 9. All Professional Fees
 10. Financing
 11. Building Construction
 12. Real Estate Taxes
 13. Insurance

2. GSRE - 6 Lessor Identity Disclosure

3. GSRE - 47 Agency Agreement/Limited Agent Authority

4. GSRE - 42M Contractor Responsibility Certification

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

6. GSRE – 63 Acknowledgment/Usable Area Definition

7. Small Disadvantaged Business Commitment Form

In addition to the required standard forms, a graphic schedule and narrative on the schedule through the design and construction phases of the project is required. This schedule will be used to complete **SECTION 14** of the draft lease agreement (**APPENDIX A**), and will include how the proposer plans to meet its proposed final completion date of December 1, 2012. The schedule for the development of the site should include but are not limited to:

Test Fit
Site Control
Code and Building Permit Approvals
Construction
Utility Disconnect/Reconnect

ADDITIONAL INFORMATION

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

1. Drawings - Site Plan(s), Floor Plans, Elevations and Building Sections.
2. Photographs - Please mark photographs for easy reference .
3. Any documentation the proposer determines to be necessary to explain the proposal.

Appendix A

LEASE # _____
Pennsylvania Liquor Control Board
PLCB Constructed Facility # — Town

THIS LEASE AGREEMENT ("LEASE") is executed this _____ day of _____, 20____, by and between the Commonwealth of Pennsylvania ("Commonwealth"), acting through the Department of General Services, agent for the Pennsylvania Liquor Control Board (hereinafter called "LESSEE"), and _____ (hereinafter called "LESSOR").

WHEREAS, 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 or 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.

NOW THEREFORE, in consideration of the following mutual promises and intending to be legally bound hereby, LESSOR and LESSEE agree to the following terms and conditions:

1. **PREMISES.** LESSOR hereby lets unto LESSEE, for use by LESSEE, the premises, or part of the building, situated at the address _____, in the _____, Pennsylvania, and consisting of _____ net usable square feet ("the PREMISES"), together with the appurtenances thereto, including, but not limited to, the parking area as more fully set forth herein, and adequate means of ingress and egress to the PREMISES. For the purposes of this LEASE, "net usable square feet" has been computed by measuring the area to be used by LESSEE from the inside of the perimeter walls surrounding this area, excluding stairwells, elevator shafts, public restrooms not within the leased space, mechanical and building equipment rooms and any area used by the LESSOR.

Parking spaces associated with the PREMISES are to be used jointly by LESSEE's customers, and customers of other tenants of the property. Parking spaces are not intended for the sole use of the customers of any one or particular group of LESSOR's tenants. The parties mutually agree to designate a common parking area for use by LESSEE's employees, in order to minimize employee utilization of the customer common parking area.

2. **TERM.** The term of the LEASE shall be _____ year(s) and _____ month(s) in duration, with a target commencement on or about _____ and ending on _____, subject, however, to the LESSEE's right to cancel the LEASE as provided herein. At the expiration of this term, a holding over without one (1) calendar month written notice from either party of desire to terminate this LEASE shall be deemed a renewal thereof for the term of three (3) calendar months, and so on from term to term until either party shall give the other three (3) calendar months written notice of intention to terminate this LEASE. Every renewal shall be subject to the provisions of this LEASE.
3. **RENT.** LESSEE shall pay LESSOR rent for the use and occupancy of the PREMISES.

PRIMARY TERM

OPTION TERMS

None Available

PROVIDED, however, that LESSEE shall give written notice of its intention to exercise its option for the immediately succeeding additional term above mentioned at least thirty (30) days' prior to the expiration date of the original term of the lease or of each renewal thereof. If LESSEE fails to give such thirty (30) days' notice, a holding over shall be deemed a renewal for the term of three months at the same rental as specified for the next succeeding additional option term and so on from term to term until this agreement is terminated by mutual consent of the parties hereto, or by notice in writing of intention to terminate from either party to the other three months before the expiration of any renewed term.

No rents shall be due or payable under this LEASE prior to its date of approval, or such other dates as approved, by the Board of Commissioners of Public Grounds and Buildings.

4. **EFFECTIVE DATE.** It is understood and agreed that the effective date of this LEASE will be determined by the execution of the Supplement to be Attached to Lease (Form PLCB-778). LESSOR and LESSEE do hereby agree that the effective date of occupancy and rent commencement shall be the earlier of the following dates:

(a) Six (6) weeks after LESSOR has delivered possession of the PREMISES to the LESSEE, provided LESSOR has fulfilled the obligations of this LEASE to the satisfaction of LESSEE.

(b) The date the LESSEE opens for business to the public.

LESSOR and LESSEE mutually agree that the term shall commence on the first day of the month in which this LEASE is effective, as determined in the above manner, and that the ending date of the term and the commencement and ending dates of any renewals or extensions shall be adjusted accordingly.

5. **GROSS LEASE.** This is a gross LEASE, in which LESSOR agrees to pay all expenses associated with ownership of the property, including, but not necessarily limited to, those for common area maintenance ("CAM"), taxes, insurance, local impact fees, and advertising.

6. **CANCELLATION.** It is understood and agreed by the parties that:

(a) If the governmental function for which these PREMISES are being leased is abolished, limited or restricted by an act of the legislature or law of Congress, or any action taken under authority conferred by such acts or laws, then LESSEE shall have the privilege of canceling this LEASE by giving two (2) calendar months written notice to LESSOR. Such abolitions, limitations or restrictions shall include, but shall not be limited to, an elimination of LESSEE's state liquor stores, in whole or in part, and/or any change in LESSEE's right and/or duty to operate state liquor stores.

(b) LESSEE reserves the right to cancel this LEASE with thirty (30) days written notice if the original location for the PREMISES selected by LESSEE is changed by LESSOR for any reason and the new location is not approved by LESSEE.

(c) LESSEE reserves the right to cancel this LEASE with thirty (30) days written notice if alterations to the PREMISES are not started within _____ (_____) calendar month(s) following LESSOR's receipt of a fully executed LEASE or if the PREMISES are not ready for occupancy within _____ (_____) days following the start of preparation.

7. **LESSOR'S RESPONSIBILITIES.** The parties agree that LESSOR shall:

(a) Make, at its expense, any alterations to the PREMISES described in the Specifications and Drawings, which are hereby incorporated and made a part of this LEASE as Exhibit J, provided by LESSEE before LESSEE takes possession, and until such alterations are completed, LESSEE shall not be liable for the payment of any rent.

LESSOR agrees and acknowledges that all change orders must be signed and authorized by the Department of General Services, Bureau of Real Estate. Further, any such change orders which exceed five thousand dollars (\$5,000.00) and all change orders when the aggregate of change orders will exceed fifty thousand dollars (\$50,000.00) must also be signed and authorized by the Commonwealth of Pennsylvania, Office of the Budget. Failure of the LESSOR to obtain the required signatures shall relieve the Commonwealth from any obligation to pay for any work described in such change order(s). LESSOR shall not receive remuneration which is in addition to the rent for any construction or alteration to the premises outside the scope of work, unless LESSEE has, by a fully executed lease amendment containing the details of said construction or alterations, as well as the specific cost, agreed to such payment.

(b) Comply with all requirements of the Pennsylvania Department of Labor and Industry pertaining to safety and other hazards including fire, and ensure that the storeroom conforms to all applicable federal, state, and local building codes and laws. Any and all laws, rules, regulations, zoning permits, use and/or occupancy requirements, and fees including annual sign fees, of city, township, borough, county, state, and federal governmental entities shall be borne and obeyed by LESSOR. All phases of preparation and work shall be followed and carried out in strict accordance with such requirements, even though each item involved be not herein particularly specified. Obtaining all permits, (building, use, occupancy, etc.) shall be the responsibility of LESSOR. LESSOR shall furnish a Pennsylvania Department of Labor and Industry or local authority occupancy permit after work is completed.

(c) Assume liability for all damages resulting from failure to maintain the PREMISES in a tenantable condition.

(d) During the term of this LEASE and any renewals or extensions thereof, and at LESSOR's expense, keep and maintain the premises in a tenantable condition, and make all interior and exterior repairs, including all plumbing and drainage, water heating, HVAC (heating, ventilation, and air conditioning), wiring and electrical, door and door hardware, emergency lighting, smoke detecting and any other equipment necessary for an efficient, safe, unaffected store operation.

(e) Procure, install, and maintain any and all fire alarm and sprinkler systems required by the governing authority or LESSOR's insurance policy. Responsibility for all repairs, parts, labor, any fees or fines associated with false alarms, unless caused by the willful or negligent acts of the LESSEE's personnel, agents, contractors, or invitees shall be borne by the LESSOR.

- (f) Provide and maintain heating equipment sufficient to maintain a uniform temperature of 70 degrees Fahrenheit inside at 0 degrees outside. Provide and maintain air conditioning sufficient to maintain a uniform temperature of 75 degrees Fahrenheit dry-bulb with 50% relative humidity inside when outside design conditions are 95 degrees Fahrenheit dry-bulb and 78 degrees Fahrenheit wet-bulb temperatures.
 - (g) Provide temporary back-up electric heaters or fans, if the HVAC system is non-functional and repairs are not made within twenty-four (24) hours, to prevent damage to the building systems and LESSEE's products and to ensure continued store operations.
 - (h) Maintain the roof of the PREMISES in compliance with acceptable trade practices, free from leaks. LESSOR agrees to make repairs to the roof within thirty-six (36) hours.
 - (i) Replace ceiling tiles damaged or stained as a result of any roof, air conditioning, plumbing, or sprinkler leaks immediately upon completion of leak repair.
 - (j) Maintain floors to support one hundred fifty (150) pounds live load per square foot.
 - (k) Provide and maintain access to tractor trailer delivery facilities.
 - (l) Maintain, including snow and ice removal (within twelve hours of end of snow fall/storm) and illumination, the parking areas used for customer and/or LESSEE's employee parking. LESSOR also responsible for snow and ice removal of sidewalk area in front of and around the lease facility.
 - (m) Maintain good condition of exterior painting and other storefront finish materials.
 - (n) At its sole expense and when discovered or when notified by LESSEE, contract with a professional pest control service to exterminate or remove termites or other structure-damaging insects or non-insect pests.
 - (o) Replace all door, window and transom glass where damaged or broken, except when glass is damaged or broken by LESSEE's personnel.
 - (p) When LESSEE's store is closed (e.g. on Sundays and state-recognized holidays), maintain sidewalk and curb in front of the PREMISES in good appearance free of refuse and in safe condition with respect to snow and ice.
 - (q) Provide and maintain tenant identification signage that meets LESSEE's approval.
 - (r) Prohibit the placing of signs of any kind or description on the outside of the building (except by LESSEE if the entire building is leased to LESSEE) and, if only part of the building is leased to LESSEE, prohibit the encroachment of signs on such part and the placing anywhere on the building of signs that are in any way misleading to the public as to the nature of the business operated on the PREMISES.
8. **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 thirty (30) 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 thirty (30) days, or if LESSOR fails to make reasonable progress during the thirty (30) day period, as determined by LESSEE in its sole discretion, LESSEE may, at its option: a.) terminate this LEASE by giving LESSOR fourteen (14) days written termination notice or b.) after first giving LESSOR fourteen (14) days written notice, repair and restore the PREMISES to a tenantable condition, and deduct such costs made in restoration of the PREMISES from the RENT due the LESSOR. At LESSEE'S option, payment of RENT shall abate as long as the PREMISES remains in an untenable condition after notice to LESSOR and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the PREMISES that is or remains untenable.
9. **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 without disruption or interruption as stipulated in this LEASE.
 - b) Failure of LESSOR to maintain the PREMISES in 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 other lease obligations.
10. **REMEDY.** Upon the occurrence and during the continuance of an Event of Default, LESSEE may, after giving LESSOR fourteen (14) days written notice (during the fourteen day period, LESSOR shall have the opportunity to correct the event of default), exercise one or more of the following remedies:
- a) Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under this LEASE which LESSOR has failed to perform and of which LESSEE shall have given LESSOR notice, the cost of which performance by LESSEE shall be payable by LESSOR to LESSEE upon demand or deducted by LESSEE from the RENT or any other amount due LESSOR by LESSEE.
 - b) Terminate this LEASE and the tenancy created hereby.

- c) 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 suffered by LESSEE or the tenant agency resulting from the event of default.
- d) Exercise any other legal and/or equitable rights or remedies available to LESSEE.

11. LESSEE'S RESPONSIBILITIES. The parties agree that LESSEE shall:
- (a) Make payments for _____ directly to the utility company or, if mutually agreed, LESSOR. All payments, whether to the utility company or LESSOR, will be made in accordance with the current tariff or rate schedule. All utilities must be separately metered for LESSEE's exclusive use, or must be billed to LESSEE as a percentage of its occupancy in the metered space which, if applicable, is _____ (%).
 - (b) Be responsible for costs of any monthly monitoring fees or required annual inspections of fire alarm or sprinkler systems required by the governing authority of LESSOR's insurance policy.
 - (c) At its discretion and expense, hire routine preventive insect pest extermination services, except for termites or other structure-damaging insects.
 - (d) At its discretion and expense, handle and dispose of any trash generated by its occupancy of the PREMISES.
12. CONSTRUCTION. It is understood that LESSEE will not be responsible for neither any construction started nor any expenditures made in connection with the PREMISES or this LEASE prior to LESSOR having in its possession a signed and fully executed LEASE from the Department of General Services.
13. REMODEL. LESSOR grants unconditional permission to LESSEE to remodel/refurbish the interior of the PREMISES or an area therein of LESSEE's discretion at any time during the term of this LEASE or any extensions thereof.
14. ASSIGNMENT. This LEASE shall be binding upon LESSOR, its heirs, administrators, successors and assigns. No assignment shall be made of this LEASE without prior written approval by LESSEE, which shall not be unreasonably withheld or delayed. Once approved by LESSEE, assignee of the LESSOR's rights hereunder shall provide LESSEE with proof of ownership satisfactory to LESSEE in order for LESSEE to direct rent payments under the LEASE to the assignee.
- Upon LESSEE's receipt of notification under the LEASE that ownership of the PREMISES has been transferred, LESSEE reserves the right to withhold payment of rent until the assignee submits satisfactory proof of ownership requested by LESSEE. The LESSEE will not be responsible for any overpayment of rent to the assignor resulting from delay by the assignee in submitting proof of ownership. Any outstanding settlement between the assigning parties is solely their responsibility.
15. OFFSET PROVISION. LESSOR agrees that LESSEE may set off the amount of any state tax liability or other debt of LESSOR or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the LESSOR under this or any other contract with the Commonwealth.
16. USE OF CONTRACTORS OR SUBCONTRACTORS. LESSEE gives LESSOR express consent and permission to utilize the contractor or subcontractors of LESSOR's choice to perform any maintenance, construction and alterations that are LESSOR's responsibility under this LEASE.
17. DISADVANTAGED BUSINESS COMMITMENT - LESSOR agrees to meet and maintain the commitments made to disadvantaged businesses in its Disadvantaged Business Submittal (Exhibit A) through the LEASE term, including any renewals and extensions thereof. Any proposed change must be submitted to the Pennsylvania Department of General Services, Bureau of Minority and Women Business Opportunities ("BMWBO"), which will make a recommendation as to a course of action to the tenant Commonwealth agency. If LESSOR has made commitments to disadvantaged businesses, LESSOR shall complete the LESSOR's Quarterly Utilization Report and submit it to the tenant Commonwealth agency and BMWBO within ten (10) workdays at the end of each calendar quarter during the term of the LEASE.
18. SOVEREIGN IMMUNITY. The Commonwealth's exposure to liability (other than workers' compensation liability, which is insured with the State Workers' Insurance Fund) is governed by the dictates of Act 1978-152 commonly known as the Sovereign Immunity Tort Claims Act. Under the Act, sovereign immunity was reaffirmed but waived in nine (9) specific areas of liability. Eligible claims or suits against the Commonwealth, its officials, or employees within the waived areas may be settled up to two hundred fifty thousand dollars (\$250,000) each person, one million dollars (\$1,000,000) each occurrence. The Commonwealth has established a Tort Claims Self-Insurance Program to handle these claims or suits which is administered by the Department of General Services in close relationship with the Office of

Attorney General. As to fire and extended coverage for furniture, fixtures, inventory, etc., the Commonwealth is self-insured for these perils under the State Insurance Fund which was established in 1915.

19. **HOLD HARMLESS.** LESSOR shall indemnify, save, and hold harmless LESSEE and any or all of its officers, agents, and employees from any and all claims, demands, actions, or liability (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 pursuant to the requirements of this LEASE, except such services as are properly performed at the express direction of LESSEE.
 - (b) Any actual or alleged defective, dangerous, or untenantable condition of the PREMISES not caused by any act or omission of LESSEE.
 - (c) Violations by LESSOR, or noncompliance of the PREMISES by LESSOR with any statute, ordinance, rule or regulation of any governmental authority.
20. **LESSOR'S DUTY TO MITIGATE DAMAGES.** In the event LESSEE abandons the leased PREMISES, the LESSOR has an affirmative duty, to proceed in good faith and with due diligence, to make reasonable efforts to mitigate its damages or prevent further loss.
21. **ORAL MODIFICATION.** This LEASE may not be modified orally. Except as provided in this LEASE, all modifications must be by written amendment signed by both parties.
22. **INTERPRETATION.** This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth.
23. **NOTICES.** 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, registered or certified, return receipt requested. It shall be LESSOR's responsibility to notify LESSEE of any change in LESSOR's address.

Notices to LESSOR shall be in an envelope addressed:

Notices to LESSEE shall be in an envelope addressed:

PLCB Real Estate
Northwest Office Bldg., Rm. 216
Capital St. & Forster St.
Harrisburg, PA 17124-0001

24. **EXHIBITS.** Included in and made part of this LEASE are the following exhibits:
- | | |
|--|---------------------------------------|
| A—Disadvantaged Business Language and Submittal | F—Insurance |
| B—Contractor Responsibility Certification | G—Asbestos |
| C—Americans with Disabilities Act | H—Tax Escalation |
| D—Nondiscrimination/Sexual Harassment | I—Payment of Prevailing Minimum Wages |
| E—Contractor Integrity Provisions for Commonwealth Contracts | J—Specifications |

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, the day and year first above written.

WITNESS/ATTEST:

LESSOR

ATTEST:

**Commonwealth of Pennsylvania
acting through the
Department of General Services
Agent for the Pennsylvania Liquor Control Board
LESSEE**

Approved as to form and legality:

ACTING, SECRETARY OF GENERAL SERVICES

**Approved:
Board of Commissioners of Public Grounds and Buildings**

OFFICE OF GENERAL COUNSEL

GOVERNOR

Date

Date

OFFICE OF ATTORNEY GENERAL

STATE TREASURER

Date

Date

Exhibit "A"
Notice of Disadvantaged Business Participation Commitment

The Commonwealth encourages participation in Commonwealth leases by Small Disadvantaged Businesses as lessors, design professionals, contractors (construction, cleaning, repair, maintenance, snow removal and landscaping, etc.), and suppliers.

Small Disadvantaged Businesses are small businesses that are owned or 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. The term includes: 1) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs) that qualify as Small Businesses and 2) United States Small Business Administration-certified Small Disadvantaged Businesses or 8(a) Small Disadvantaged Business concerns.

Small businesses are businesses in the United States that are independently owned, are not dominant in their field of operation, employ no more than 100 persons and earn less than \$20 million in gross annual revenues (\$25 million in gross annual revenues for those businesses in the information technology sales or service business).

FACTOR IN PROPOSAL SELECTION. Participation by Small Disadvantaged Businesses shall be a factor in the Commonwealth's selection of a proposal to provide leased space to a Commonwealth agency. The amount of consideration given by the Commonwealth for the Disadvantaged Business participation offered by a lessor will be based upon the following in order of priority:

Priority Rank 1	Proposals submitted by lessors who are Small Disadvantaged Businesses.
Priority Rank 2	Proposals submitted by a joint venture with a Small Disadvantaged Business as a joint venture partner.
Priority Rank 3	Proposals submitted to lessors who make 15% or greater dollar commitment to utilize Small Disadvantaged Businesses.
Priority Rank 4	Proposals submitted by lessors who make a dollar commitment 8% or greater but less than 15% to utilize Small Disadvantaged Businesses.
Priority Rank 5	Proposals submitted by lessors who make a dollar commitment of 1% or greater by less than 8% to utilize Small Disadvantaged Businesses.
None	Proposals submitted by lessors who are not Small Disadvantaged Businesses and who are not in joint venture with Small Disadvantaged Businesses and who make no specific percentage commitment to Small Disadvantaged Businesses shall receive no consideration for this factor. Lessors who fall into this category must provide a written explanation as to why it has not made a specific percentage commitment to Small Disadvantaged

Businesses.

Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor and the succeeding options receiving consideration in accordance with the above-listed priority ranking. For subcontract and supplier commitments, the percentage commitment will be based upon the amount of the rent that the lessor commits to pay to Small Disadvantaged Businesses for construction, services and/or supplies. The amount must be stated as a specific percentage of the total rent to be paid by the Commonwealth over the term of the lease, including any lump sum payments.

DISADVANTAGED BUSINESS QUALIFICATION. To receive credit for being a Small Disadvantaged Business or entering into a joint venture agreement with a Small Disadvantaged Business, a proposer will be required to provide the following proof of Small Disadvantaged Business qualification:

- a) Small Disadvantaged Businesses qualifying as a result of MBE/WBE certification from BMWBO must provide a photocopy of their BMWBO certificate.
- b) Small Disadvantaged Businesses qualifying as a result of certification from the U.S. Small Business Administration as either an 8(a) Disadvantaged Business or Small Disadvantaged Business must submit proof of Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.
- c) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or Small Business Administration certification as a Small Disadvantaged Business or an 8(a) Disadvantaged Business, must attest to the fact that the business has 100 or fewer employees.
- d) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or Small Business Administration certification as a Small Disadvantaged Business, or an 8(a) business must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
- e) In the case of a joint venture agreement, a copy of the agreement, signed by all parties, must be provided.

To receive credit for subcontracting with a Small Disadvantaged Business (including construction/purchasing supplies and/or services through a purchase agreement), a proposer will be required to provide the following information prior to award of the lease:

- a) The name and telephone number of your contact person for the Small Disadvantaged Business(es)
- b) The company name, address, telephone number of the prime contact person for each **specific** Small Disadvantaged Business included in the proposal. The lessor must specify the Small Disadvantaged Business(es) to which it is making commitments. The lessor will not receive credit by stating will find a Small Disadvantaged Business

after the lease is awarded or by listing several companies and stating it will select one later.

- c) The specific work, goods, or services the Small Disadvantaged Business(es) will perform or provide.
- d) The location where the Small Disadvantaged Business(es) will perform these services.
- e) The timeframe for the Small Disadvantaged Business(es) to provide or deliver the goods or services.
- f) The amount of capital, if any, the Small Disadvantaged Business(es) will be expected to provide.
- g) The form and amount of compensation each Small Disadvantaged Business will receive.
- h) The percent of the total rent that will be paid to Small Disadvantaged Business(es).
- i) A signed subcontract or letter of intent must be included in the Disadvantaged Business Submittal portion of the proposal.
- j) Small Disadvantaged Businesses qualifying as a result of certification from BMWBO must provide a photocopy of their BMWBO MBE/WBE certificate.
- k) Small Disadvantaged Businesses qualifying as a result of 8(a) certification or Small Disadvantaged Business certification from the U.S. Small Business Administration must submit proof of Small Business Administration Certification. The owners of such businesses must also submit proof of United States citizenship.
- l) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or Small Business Administration certification as a Small Disadvantaged Business or an 8(a) Disadvantaged Business, must attest to the fact that the business has 100 or fewer employees.
- m) All companies claiming Small Disadvantaged Business status, whether as a result of BMWBO certification, or Small Business Administration certification as a Small Disadvantaged Business or an 8(a) Disadvantaged Business must submit proof that their gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audit financial statement.

LEASE OBLIGATION. The selected lessor's Small Disadvantaged Business commitment will be included as a contractual obligation in the lease.

Commitments to Small Disadvantaged Businesses made at the time of proposal submittal or lease negotiation must be maintained throughout the term of the lease. Any proposed change must be submitted to BMWBO which will, along with the Commonwealth leasing agency, determine whether a proposed substitution should be approved.

If a lease is assigned to another lessor, the new lessor must maintain the Small Disadvantaged Businesses participation of the lessor's original lease.

Small Disadvantaged Business subcontractors and Small Disadvantaged Businesses in a joint venture must perform at least 50 percent of the subcontract or Small Disadvantaged Business portion of the joint venture.

To the extent that a contract or subcontract is to be performed by a Small Disadvantaged Business, the Small Disadvantaged Business cannot enter into subcontract arrangements for more than 40 percent of the total estimated dollar amount of the contract.

The lessor shall complete the **Lessor's Quarterly Utilization Report** (or similar document containing the same information) and submit it to the leasing officer of the agency that awarded the lease and BMWBO within ten workdays at the end of each quarter the lease is in force. If there was no activity, the form must also be completed, stating "No activity this quarter." This information will be used to determine the actual dollar amount paid to Small Disadvantaged Business, lessors, subcontractors, and suppliers, and Small Disadvantaged Businesses involved in joint ventures. Also, it is a record of fulfillment of the commitment your firm made and for which it received consideration for selection.

Note: Equal employment opportunity and contract compliance statements referring to company equal employment opportunity policies or past contract compliance practices do not constitute proof of small disadvantaged business status or entitle a proposer to receive credit for small disadvantaged business utilization.

Questions regarding the Disadvantaged Business Program can be directed to:

DGS Bureau of Minority & Women Business Opportunities
611 North Office Bldg.
Harrisburg, PA 17125
717-787-6708 (telephone), 717-772-0021 (fax)
gs-bmwbo@state.pa.us

Small Disadvantaged Business Program information and a database of BMWBO-certified minority-and women-owned businesses can be accessed at www.dgs.state.pa.us, keyword "BMWBO." The federal vendor database can be accessed at www.ccr.gov by clicking on "Dynamic Small Business Search," where certified companies are so indicated.

DISADVANTAGED BUSINESS SUBMITTAL. The Disadvantaged Business Submittal, which is included in this package, must be completed by the proposer and submitted with the proposal.

Exhibit A—Disadvantaged Business Submittal

This form must be completed and signed by the LESSOR. Please check the appropriate box, initial and complete the section.

- _____ 1. **We are a Small Disadvantaged Business.**
- a. Department of General Services-certified Minority Business Enterprise (MBE)?
Yes _____ No _____
If yes, provide DGS certification number _____
 - b. Department of General Services-certified Women Business Enterprise (WBE)?
Yes _____ No _____
If yes, provide DGS certification number _____
 - c. United States Small Business Administration-certified Small Disadvantaged Business?
Yes _____ No _____
 - d. 8(a) Small Disadvantaged Business concern?
Yes _____ No _____

- _____ 2. **We are a joint venture with Small Disadvantaged Business as a joint venture partner. The Small Disadvantaged Business joint partner is _____ . The Small Disadvantaged Business joint venture partner is:**
- a. Department of General Services-certified Minority Business Enterprise (MBE)?
Yes _____ No _____
If yes, provide DGS certification number _____
 - b. Department of General Services-certified Women Business Enterprise (WBE)?
Yes _____ No _____
If yes, provide DGS certification number _____
 - c. United States Small Business Administration-certified Small Disadvantaged Business?
Yes _____ No _____
 - d. 8(a) Small Disadvantaged Business concern?
Yes _____ No _____

- _____ 3. **We commit to make the following percentage commitment to utilize Small Disadvantaged Businesses as design professionals, contractors (construction, cleaning, repair, maintenance, snow removal and landscaping, for example), and suppliers. The percentage commitment will be based upon the amount of the rent that the lessor commits to pay to Small Disadvantaged Businesses for construction, services and/or supplies. The amount must be stated as a specific percentage of the total rent to be paid by the Commonwealth over the term of the lease, including any lump sum payments.**
- a. 15% or greater Include specific percentage of commitment here _____%
 - b. 8 to 14.9 % Include specific percentage of commitment here _____%
 - c. 1 to 7.9% Include specific percentage of commitment here _____%

- _____ 4. **We make no commitment to utilize Small Disadvantaged Businesses as design professionals, contractors (construction, cleaning, repair, maintenance, snow removal and landscaping, for example), and suppliers. We have included below an explanation for our failure to make a commitment to utilize Small Disadvantaged Businesses.**

I certify that the information on this form is true and correct to the best of my knowledge and that I am authorized to represent the LESSOR in connection with this proposal.

Printed Name

Title

Signature

Date

Exhibit B—Contractor Responsibility Certification

1. LESSOR by submitting a proposal represents that:
- (a) The LESSOR has read and understands the terms and conditions of the solicitation documents, and the proposal is made in accordance therewith.
 - (b) The LESSOR understands and acknowledges that all information provided by, and representations made by the LESSOR in the proposal are material and important and will be relied upon by the Department of General Services in awarding this LEASE. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to the submission of the proposal. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A. Further, if it is later determined that the LESSOR knowingly rendered an erroneous certification, the Department may find the LESSOR in default, terminate the contract and may debar/suspend the LESSOR.
 - (c) The amount of the proposal has been arrived at independently and without consultation, communication or agreement with any other proposer or potential proposer.
 - (d) Neither the amount of the proposal nor the approximate amount of this proposal have been disclosed to any other firm or person that is a proposer or potential proposer, and it will not be disclosed before the opening.
 - (e) LESSOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the LESSOR cannot so certify, then it agrees to submit along with the proposal a written explanation of why such certification cannot be made. If LESSOR enters into subcontracts with or employs under this LEASE any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government, or who become suspended or debarred by the Commonwealth or federal government during the term of this LEASE or any extensions or renewals thereof, the Commonwealth shall have the right to require the LESSOR to terminate such subcontracts or employment. The LESSOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the LESSOR's compliance with terms of this or any other agreement between the LESSOR and the Commonwealth that result in the suspension or debarment of the LESSOR. Such costs shall include, but not be limited to, salaries of the investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The LESSOR shall not be responsible for investigative costs for investigations that do not result in the LESSOR's suspension or debarment.
 - (f) The LESSOR has no outstanding, delinquent liabilities to the Commonwealth including but not limited to any taxes and unemployment compensation payments except as disclosed in its proposal. The LESSOR agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the LESSOR or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the LESSOR under this or any other lease with the Commonwealth.
 - (g) The LESSOR may obtain the current list of suspended or debarred proposers at:

DGS Office of Chief Counsel
603 North Office Bldg.
Harrisburg, PA 17125
717-783-6472 (telephone), 717-787-9138 (fax)
www.dgs.state.pa.us/debarment.htm

2. LESSOR by submitting its proposal authorizes all Commonwealth agencies to release to the Department of General Services information related to liabilities to the Commonwealth, including but not limited to any taxes or unemployment compensation payments except as disclosed by the LESSOR in its proposal.
3. LESSOR's obligations pursuant to these provisions are ongoing from and after the effective date of this LEASE through the termination date thereof. Accordingly, the LESSOR shall have an obligation to inform the Commonwealth if, at any time during the term of this LEASE, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or any of its subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. Such notification shall be made within fifteen (15) days of the date of suspension or debarment. Failure of LESSOR to notify the Commonwealth of its suspension or debarment by the Commonwealth, the federal government, or any other state or governmental entity shall constitute an event of default of this LEASE with the Commonwealth. It is further understood that if the proposer has any outstanding liabilities to the Commonwealth, including but not limited to taxes or unemployment compensation, it will resolve the outstanding liabilities within ten (10) business days from notification of such liability.

I certify that the information on this form is true and correct to the best of my knowledge and that I am authorized to represent the LESSOR in connection with this proposal.

Printed Name

Signature

Title

Date

Exhibit C—Americans with Disabilities Act

1. Pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., LESSOR understands and agrees that no individual with a disability shall, on the basis of the disability, be excluded from participation in this LEASE or from activities provided for under this LEASE. As a condition of accepting and executing the LEASE, LESSOR agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of The Americans With Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Commonwealth through contracts with outside contractors.
2. LESSOR 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 LESSOR's failure to comply with the provisions of 1. above.

Exhibit D—Nondiscrimination/Sexual Harassment

1. In the hiring of any employees for the manufacture of supplies, performance of work, or any other activity required under this LEASE, LESSOR, LESSOR's contractor(s), or any person acting on behalf of LESSOR or LESSOR's contractor(s) shall not by reason of gender, race, creed, color, disability, national origin, ancestry or age discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither LESSOR nor any of LESSOR's contractor(s), nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work or any other activity required under this LEASE on account of gender, race, creed, color, disability, national origin, ancestry or age. LESSOR and LESSOR's contractor(s) shall establish and maintain a written sexual harassment policy and shall inform its employees of the policy.
3. LESSOR and each of LESSOR's contractor(s) shall furnish all necessary employment documents and records to and permit access to LESSOR's books, records, and accounts by the contracting officer and the Department of General Services' Bureau of Contract Administration and Business Development for purposes of investigation to ascertain compliance with these provisions. If LESSOR or any of LESSOR's contractor(s) does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting officer or the Bureau of Contract Administration and Business Development.
4. LESSOR shall include these provisions in every subcontract so that such provisions will be binding upon each of LESSOR's contractor(s).
5. The Commonwealth may cancel or terminate this LEASE, and all money due or to become due under the LEASE may be forfeited for a violation of these provisions.

Exhibit E—Contractor Integrity Provisions for Commonwealth Contracts

1. Definitions:
 - (a) Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Commonwealth.
 - (b) Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, by prequalification, bid proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.
 - (c) Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
 - (d) Financial Interest means:
 - i. ownership of more than a 5% interest in any business; or
 - ii. holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
 - (e) Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind.
2. The contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulations, or other requirements that govern contracting with the Commonwealth.
3. The contractor shall not disclose to others any confidential information gained by virtue of this agreement.
4. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.
5. The contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Commonwealth.
6. Except with the consent of the Commonwealth, neither the contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
9. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The contractor shall, upon request of the Office of State Inspector General, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the contractor of, concerning, and referring to this agreement with the Commonwealth or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These rights and remedies are cumulative, and the use or nonuse 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.

Exhibit F—Insurance

1. For the term of the LEASE, LESSOR shall procure and maintain at its expense the following types of insurance, issued by companies acceptable to the LESSEE and authorized to conduct such business under the laws of the Commonwealth:
 - (a) Worker's Compensation Insurance for all of LESSOR's agents, servants and/or employees and those of any contractor engaged by LESSOR in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereto.
 - (b) Public liability and property damage 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 the 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 five hundred thousand dollars (\$500,000) each person and two million dollars (\$2,000,000) each occurrence, personal injury and property damage combined. Such policies shall be occurrence-made rather than claims-made policies and shall name the Commonwealth as an additional insured.
 - (c) Fire and extended coverage insurance for the PREMISES and contents in an amount not less than the value of the building plus an amount to cover all equipment, furniture, and other property owned by LESSOR in the PREMISES to the full value thereof. The Commonwealth shall be named thereon as an additional insured.
2. Prior to LEASE commencement, LESSOR shall provide LESSEE with current certificates of insurance. The LESSOR's certificates shall contain a provision that the coverage afforded under the policies will not be cancelled or changed until at least thirty (30) days written notice is given to the LESSEE. LESSOR shall also require certificates of insurance of all other tenants under LESSOR's jurisdiction who are directly adjacent to LESSEE's PREMISES in accordance with the aforementioned requirements.

Exhibit G—Asbestos

1. LESSOR certifies that an asbestos inventory has been completed relative to the PREMISES by an expert properly certified pursuant to state law and such inventory disclosed that there is not any exposed hazardous friable asbestos present in the PREMISES. LESSOR further covenants and agrees that if, at any time during the term of this LEASE or any renewals thereof, it is determined that exposed hazardous friable asbestos is present in the PREMISES and that employees of LESSEE are being exposed to the emission of hazardous friable asbestos fibers within the PREMISES in excess of exposure limits established by applicable law, LESSOR shall, at its sole cost and expense, and to the extent recommended by an expert and approved by LESSEE retained by LESSOR as required by law:
 - (a) Encapsulate or otherwise contain the hazardous friable asbestos in the PREMISES; or
 - (b) Remove and replace the hazardous friable asbestos in the PREMISES to a safe condition in accordance with all applicable laws or regulations.

LESSEE agrees to notify the LESSOR immediately if at any time LESSEE becomes aware that asbestos is present and/or that employees of LESSEE are/have been exposed to asbestos fibers.

Notwithstanding anything to the contrary in the foregoing, if the hazardous friable asbestos is introduced to the PREMISES, or made friable, or is otherwise disturbed or made hazardous by the willful or negligent conduct of LESSEE, its officers, agents, servants, contractors or employees, then LESSOR shall perform the tasks specified in (a) or (b) above at LESSEE's expense.

2. LESSOR further agrees to protect, indemnify and save LESSEE harmless from and against any and all liabilities, losses, damages, costs and expenses arising from judgments pursuant to which it is judicially determined that injuries suffered by the damaged party were proximately caused by exposure during the LEASE term to exposed hazardous friable asbestos located within the PREMISES which resulted from the LESSOR's breach of (a) or (b) above. Notwithstanding anything to the contrary in the foregoing, LESSOR's obligations to protect, indemnify and save LESSEE harmless shall not apply to judgments arising from exposure to hazardous friable asbestos when the asbestos material was either introduced to the PREMISES or made friable or otherwise disturbed or made hazardous by the willful or negligent conduct of LESSEE, its officers, agents, contractors, servants or employees.
3. In the event a Commonwealth employee brings any action at law or otherwise against the Commonwealth for injuries arising from exposure to hazardous friable asbestos in the PREMISES, the Commonwealth agrees to assert that such action is barred by the Workmen's Compensation Act (the "Act"), 71 P.S. Section 481, or any similar worker's compensation act, which provides that compensation under the Act shall be the Commonwealth's sole and exclusive liability for such injuries.

Exhibit H—Tax Escalation

The LESSEE agrees to pay as additional rent in the year following the first full year to which a completed real estate tax assessment applies to the new Wine & Spirits Store building and land parcel, a prorated percentage of all real estate taxes above the then established base year of occupancy.

Real estate taxes shall be defined as any taxes assessed against the leased property by any lawful taxing authority for any purpose.

In the event of any decrease in taxes, LESSOR shall likewise adjust said rental.

Payment by the LESSOR or the LESSEE shall be for the entire amount, or one hundred percent (100%), of the prorated increase or decrease from the base year.

On or before December 31 of each year of this LEASE, LESSOR shall produce for LESSEE satisfactory evidence (copies of assessment and paid tax receipts) as to the real estate taxes applied against said PREMISES during the calendar year. The Commonwealth reserves the right to refuse to make payment of any increase if LESSOR does not provide satisfactory evidence in each and every year of this LEASE agreement.

Any such adjustments shall be paid as rent by the LESSEE or the LESSOR, as the case may be, in a lump sum, in each year to which the adjustment applies, within three (3) calendar months of submission of paid tax receipts. To insure uniformity, all computations will be based on the lowest billed amount (discounted taxes).

This adjustment shall be prorated for the percentage of the building used by the LESSEE. The LESSEE's percentage of occupancy for purposes of the tax clause is TO BE DETERMINED.

Proof of the percentage of the total square footage covered by the tax bill shall be furnished by the LESSOR. If the total square footage of all space in the building changes during the term of the LEASE, the LESSEE's proportionate percentage of the total occupancy shall be immediately adjusted.

If the LESSOR desires to appeal a real estate tax or assessment of the leased property, the Commonwealth reserves the right to participate in the cost of said appeal. If the Commonwealth elects to participate in such an appeal, it is expressly understood that the Commonwealth will pay either the prorated legal fees or one-half of the prorated first year savings from such an appeal, whichever is less.

The payments due hereunder either by the LESSEE or LESSOR shall be prorated on a calendar year basis if and when the PREMISES are temporarily vacated or the LEASE is canceled by either party in accordance with the terms of the LEASE agreement, strictly for the purpose of vacating the PREMISES. If either of these occurs, then payment due by either party shall be prorated to reflect the number of months said LEASE was in effect during the year of temporary vacancy or the last year of the canceled LEASE. If this LEASE is cancelled by way of a lease renewal there shall be no prorating of the increase or decrease of the final tax year of this lease agreement, unless so stipulated in the lease renewal.

This tax escalation clause shall be effective throughout the term of the LEASE and any renewals or extensions thereof.

LESSOR shall submit paid tax receipts and invoices to:

PLCB Document Review & Control
Northwest Office Bldg., Rm. 301
Capital St. & Forster St.
Harrisburg, PA 17124-0001

Exhibit I – Prevailing Wage

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, 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. **NOTE: 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 as 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 the 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 the 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 the 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, the Department of Labor and Industry and the tenant agency.
- i. Apprentices shall be limited to numbers in accordance with the 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, 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 subsection 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 or 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 of 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 and the regulations issued thereto 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.

A County Specific Prevailing Wage Chart will be provided as part of Exhibit "I"

Exhibit J—Premium Specifications - STORE

November 15, 2011

Section One—General Requirements

1.1 Scope

- 1.1.1 The specifications cover all labor, materials, equipment and installation for the proposed retail store located at _____, as specified herein and shown on the Pennsylvania Liquor Control Board (PLCB) drawings, and are subject to the times, terms and conditions of the lease and any extension or renewals thereof.
- 1.1.2 The Net Usable Square Footage of the premises is _____ SF, and is subject to upward or downward adjustment upon final field measurement. The Interior Frontage of the premises is _____.

1.2 Drawings

- 1.2.1 General—The PLCB will provide preliminary drawings to the Lessor showing the general layout of the space. These drawings shall form part of this specification and may be used by the Lessor and his architect to develop a final set of architectural working drawings. Should modifications to the PLCB drawings be necessary to comply with applicable building codes, the PLCB's Construction Manager shall be notified.
- 1.2.2 Drawings—The PLCB drawings are noted as "Store No. XXXX", and include the following sheets: A-1 "Floor Plan"; A-2 "Reflected Ceiling Plan"; D-1 "Demo Plan"; E-1 "Electrical Plan"; and, F-1 "Finish Plan". All plans are dated X/XX/XX and last revised X/XX/XX.
- 1.2.3 Submittals—Before the Work begins, the Lessor's final architectural working drawings showing site location (plot plan if necessary), building elevation (including signage), general floor plan, rest room locations, electrical and lighting layouts, location of heat/ventilation diffusers and any miscellaneous work shall be submitted to the PLCB's Construction Manager for approval.

1.3 Miscellaneous Requirements

1.3.1 Definitions

- 1.3.1.1 "Drawings"—This shall be the term used throughout these specifications to denote the PLCB Drawings forwarded to the Lessor as described in 1.2.2.
- 1.3.1.2 "Construction Manager"—This shall be the term used throughout these specifications to denote the PLCB's designated management staff liaison with the Lessor for all on-site construction activities.
- 1.3.1.3 Abbreviations—Certain terms used throughout these specifications are denoted by abbreviations, each of which are given parenthetically with its respective term's first usage. Terms include, but may not be limited to, "Pennsylvania Liquor Control Board", "Pennsylvania Department of Labor and Industry", "Americans with Disabilities Act of 1990", "Uniform Construction Code", and "International Energy Conservation Code".
- 1.3.2 General—All work specified herein and other incidental work necessary to prepare this building for use as a Fine Wine & Good Spirits retail store shall be performed per the requirements of the PLCB and to the satisfaction of the Construction Manager. If there is a conflict between this Exhibit and the Drawings, this Exhibit shall prevail.
- 1.3.3 Regulations and Permits—The Lessor shall comply with all requirements of the Pennsylvania Department of Labor and Industry (L&I) pertaining to fire, safety, and other hazards. Requirements of all laws, rules, regulations, and zoning permits; use and/or occupancy requirements, and fees, if any, (including any annual sign fees) of city, township, borough, county and state departments shall be the responsibility of the Lessor. All phases of preparation shall be followed and all work carried out in strict accordance with such requirements, even though each item involved not be necessarily specified herein or shown on the Drawings. The Lessor shall comply with all requirements of Pennsylvania's statewide building code, generally known as the Uniform Construction Code (UCC), and the Americans with Disabilities Act of 1990 (ADA).

- 1.3.4 Occupancy Permit—Lessor shall place the Occupancy Permit issued by L&I or local authority in the space and submit a copy to the Construction Manager before the PLCB takes possession.
- 1.3.5 Materials and Workmanship—All materials and equipment being incorporated into the Work shall be new unless otherwise specified. In instances where materials and equipment are existing and proposed to be re-used as a part of the Work, approval from the Construction Manager is required. All materials and equipment being re-used shall be thoroughly cleaned and refurbished to a like-new condition. Said materials and equipment are to be in good working order. All Work to be completed in a neat and workmanlike manner.
- 1.3.6 Finishes—All colors, types and textures of finishes must be approved by the Construction Manager. Such approval shall not be unreasonably withheld.
- 1.3.7 Conditions Affecting the Work—The Lessor shall be responsible to verify all conditions and measurements of the site when the tenant improvement work commences. All discrepancies discovered with the field measurements shall be immediately reported to the PLCB.
- 1.3.8 Security—The Lessor shall provide adequate security on any/all exposed openings as required during renovations or construction. Storeroom security shall meet approval of Construction Manager. Any electronic surveillance/detection devices shall be installed by the PLCB as deemed necessary.
- 1.4 Energy Efficiency Requirements—All design criteria pertaining to the energy use of the structure shall meet or exceed the requirements of the International Energy Conservation Code (IECC), latest adopted edition.
- 1.5 Project Close-out
 - 1.5.1 Punch List—At the time of substantial completion of the Work, and at a time agreeable to the Lessor and the PLCB, a final walk-thru inspection will be conducted, and a Punch List generated identifying incomplete and unsatisfactory work. Unless otherwise agreed to by the PLCB, all Punch List work shall be satisfactorily completed within two weeks of the walk-thru inspection.
 - 1.5.2 Warranty & Operations Manual—Lessor shall provide a Warranty & Operations manual to the PLCB covering the work performed. Manual materials should include instructional care and maintenance data, and any applicable warranties.
 - 1.5.3 As-Builts—Lessor shall provide “as-builts” or “record” drawings to the PLCB. Drawings shall reflect all changes made during the course of the project and confirm actual field dimensions.
 - 1.5.4 Training & Orientation—Lessor shall provide training and orientation to the PLCB following substantial completion of the project at a time agreeable to the PLCB. Topics shall include all mechanical and electrical equipment and devices covering the start-up, programming, maintenance, shut-offs, etc. of all.

Section Two—Demolition

- 2.1 General—Provide all labor, material and equipment necessary to complete the select demolition work as required. Extent of work shall be as indicated on the Drawings. Protect all finish surfaces to the fullest extent possible. Clean up daily. Trash and debris to be disposed of properly off site.
- 2.2 Protection—Protect all finish surfaces to the fullest extent possible. Prior to commencement of the work, filter all return air grilles to prevent dust infiltration. Change filters as required during the course of the work. Filtering should remain in place until Substantial Completion.

Section Three—Slab & Flooring

- 3.1 General—The floor shall be reinforced concrete, trowel finished and level throughout, to support a minimum of 150 lb live load per square foot and withstand usage of store’s two-wheel hand trucks, four-wheel stock carts and pallet jacks. All low spots are to be filled in, and all high spots are to be ground down smooth, ready to receive finished flooring.

3.2 Finished Flooring

- 3.2.1 Sales Area—The floor shall be finished with 1/8" thick luxury vinyl tile, Natural Creations by Armstrong World Industries, Inc. Flooring colors include: ArborArt #TP029 "Weathered Oak Golden Brown" in 8"x36" planks; Earthcuts #TP507 "Color Wash Gold" in 18"x18" squares; Mystix #TP746 "Strand Cork Champagne" in 18"x18" squares; and, EarthCuts #TP511 "Haven Stone Gray Pearl" in 12"x12" squares. Carpet tiles shall be from the Super FLOR series by InterfaceFLOR, LLC. Colors are: #609164 "Pacific Sunset"; and, #609153 "Mediterranean", both in 50 cm x 50cm squares. Layout shall be specified on Drawings.
- 3.2.2 Toilet Rooms—The floor shall be finished with 1/8" thick luxury vinyl tile, Natural Creations by Armstrong World Industries, Inc. Flooring color shall be Mystix #TP745 "Strand Cork Champagne" in 18"x18" squares.
- 3.2.3 Stock Area—Lessor shall provide finished concrete surfaces degreased and cleaned of all contaminants, and shall apply a minimum of two uniform coats of Dress & Seal WB 25 by L&M Construction Chemicals to achieve a smooth glossy finish. Preparation of slab surfaces to be as specified by sealer manufacturer. Allow adequate drying time between coats as per manufacturer's recommendations.
- 3.2.4 Vestibule—Flooring throughout shall be Guarddog Berber mat in "Black Walnut" color.
- 3.2.5 Vinyl Cove Base—Johnsonite #44 Dark Brown 4" vinyl cove base shall be installed in all areas receiving vinyl tile flooring, including installation on the following items provided by the PLCB: Center Table / Checkout Area; Premium Wine Wall Unit; Stockroom Door Unit; and, Fixed end bases on the "Stock Gondola" fixtures. Base is not required on walls directly behind perimeter wall units in the Retail area that are hidden from view.
- 3.2.6 Vinyl Transition Strips—All abutting dissimilar materials should incorporate a vinyl transition strip of design to suit application. Strips to be by Armstrong or Tarkett Flooring, or approved equal. Color as selected by the PLCB.
- 3.2.7 Finishing and Protection—All vinyl flooring shall be cleaned and polished prior to turnover as per manufacturer's recommendations. Prior to polishing, apply a thorough coat of Armstrong's S-495 high quality stain-resistant sealer as per manufacturer's instructions. Follow the sealer application with Armstrong's S-480 Commercial Floor Polish. The Luxury Solid Vinyl used in the Retail area and Toilet Rooms shall receive four coats of polish. Allow adequate drying time between coats as per manufacturer's recommendations.

Section Four—Walls

- 4.1 Perimeter Walls—Masonry block walls exposed to the outdoor elements shall be sealed, painted and insulated. All exterior walls shall be insulated to a minimum R-13 rating and have a vapor retarder of 1 perm or less. Insulation and vapor retarder shall extend to the horizontal roof or ceiling plane of insulation to create a tight envelope. All perimeter wall openings shall be sealed and insulated. Walls dividing leased area from any adjacent space shall be of full height from floor to underside of roof.
- 4.2 Interior Walls—Any non-load bearing walls constructed shall be of 20 or 25 gauge steel studs, 16" O.C., and 5/8" drywall taped and spackled with a minimum three-coat finish made ready to receive paint. Load bearing walls will need to be designed by a licensed engineer registered in the state of Pennsylvania. Toilet Room walls shall use Moisture Resistant board.
- 4.2.1 Closet—Provide coat/storage closet in Storeroom as designated on Drawings. Closet shall include a coat rack with shelf above.
- 4.3 Painting—All paintable surfaces shall receive one primer coat and two finish coats of Benjamin Moore latex paint, satin/eggshell finish, or equal as approved by the PLCB. Locations of various colors shall be as directed by the PLCB.

Section Five—Entrances and Storefront

- 5.1 General—Lessor shall provide front elevation sketches and description of materials to be utilized to the Construction Manager for approval.

- 5.2 Specifications—Provide a storefront with the entry/exit passageways as shown on the Drawings. Store front shall be constructed of anodized aluminum framing in a finish to match adjacent spaces. Tubular framing at doors shall be reinforced to prevent forced entry.
- 5.3 Sliding Automatic Entrances—Provide complete automatic aluminum entrance system of type and size as indicated on the Drawings. Manufactured door unit shall include concealed operator, header with roller track, carrier assemblies, framing jambs, sliding door panels, sidelites, activation, safety devices and accessories needed for a complete installation. Doors to be bi-parting, Type 110 Profiler Series 2000B Elite with slide/swing breakout panels for emergency egress as manufactured by Horton Automatics, or approved equal. Exterior aluminum framing color to match that of adjacent spaces. Interior doors and associated framing to be colored dark bronze. Framing should be capable of receiving up to 1" insulated glass. Doors shall be equipped with 3-point locking for bi-parting doors. Furnish cylinder locks with pivot-type maximum security bolt MS1850A, bolt size 5/8" x 1-3/8" with 1-3/8" throw, as manufactured by Adams Rite Manufacturing Co. capable of accepting a Best Lock key system. Lessor shall provide Best Lock cylinder; PLCB shall provide Best Lock core. Aluminum threshold to be low-profile and ADA approved.
- 5.4 Storefront Framing—Provide aluminum storefront framing as indicated on Drawings. Framing to be thermally broken as manufactured by Kawneer Co., Inc. or approved equal. Framing to be 2" face x 4-1/2" depth, in compliance with L&I and all other authorities having jurisdiction for installation and safety. Framing to be compatible with the sliding automatic entrance framing.
- 5.5 Glass & Glazing—Provide, install and maintain commercial grade, energy efficient thermal pane window and door glass. Provide tempered glass where required by code. All glass on the exterior face of building shall be 1" thick, 1/4" panes with a minimum of 1/2" air space between the two 1/4" pieces, "Low-E" coating applied, and a maximum overall U-0.5 rating. Glass shall comply with all L&I and local standards for installation and safety compliance. All exterior glass shall have a shading factor as approved by the Construction Manager, taking into consideration orientation and overhangs. Interior vestibule glass shall be 1/4" clear. Provide "Low-E" certification to the PLCB upon completion of the Work.

Section Six—Doors and Hardware

- 6.1 Hollow Metal Doors—Doors to be galvanized hollow metal, 18 gauge, 1-3/4" thick, flush, with an expanded polystyrene core for exterior doors. Doors to be as manufactured by Republic Doors and Frames, or approved equal, and sized as indicated on the Drawings.
- 6.2 Hollow Metal Frames—Frames to be galvanized hollow metal, 16 gauge, as manufactured by Republic Doors and Frames, or approved equal.
- 6.3 Wood Doors—Interior doors shall be pre-finished solid core wood as manufactured by Mohawk Door Company, 2000 Premium Pre-finished Collection Oak series in a Walnut finish, or approved equal.
- 6.4 Hardware—Provide all hardware in US26D Satin Chromium finish. Unless noted otherwise, metal exit doors to be "Exit Only" with compatible hardware. Hardware to include, but is not necessarily limited to the following: Exit device; Overhead closer; Full mortised NRP hinges; Threshold; and, Weatherseal. Interior doors to receive the following: Overhead closer; Full mortised NRP hinges; and, Lever latchset. Toilet Room doors shall include a lever privacy lockset in lieu of a latchset.
- 6.5 Impact Doors—Provide double-acting impact door between Retail and Stock areas. Door to be "Easy-Swing" type SCP-368 as manufactured by Eliason Corporation, or approved equal. Door to have a dark brown painted finish, and include a 9"x24" ADA approved view window and 36" high stainless steel base plates on each side. Door size to be 44" x 84". Jamb and header to be structural steel channel.

Section Seven—Delivery Facilities

- 7.1 Delivery Facilities—Where delivery facilities are not the same grade level as inside finished floor elevation, the Lessor shall provide a loading dock area. Loading dock surface shall match the interior floor elevation and not exceed a difference of 4'-0" to the paved surface. Delivery area shall be paved to withstand weight of tractor trailer of 25 tons. Area shall be designated for PLCB use only. Signage, if required, shall be furnished and installed by the Lessor.

Note: Merchandise is transferred from a tractor trailer directly to the interior of the store. This makes tractor trailer access to the delivery door(s) imperative.

- 7.2 **Delivery Doors**—Furnish and install rear delivery doors. Door opening shall be 6'-0" x 7'-0" consisting of one pair of 3'-0" x 7'-0" insulated metal doors and frame as manufactured by Republic Doors and Frames or approved equal. Doors shall be 1-3/4" thick, full flush, 18 gauge, insulated to an R-7 rating with an expanded polystyrene core. Frame shall be constructed of 16 gauge material and reinforced for hinges, strikes, and closers. All material shall be galvanized steel and include a factory prime finish. Provide product data for approval.
- 7.3 **Delivery Door Canopy**—Provide fabric or metal canopy over delivery door(s) to extend a minimum 1'-2" to either side of the door frame. Canopy shall project at least 4'-0" from building to divert water away from delivery/pick-up area. Provide product data for approval and install according to Drawings.
- 7.4 **Hardware**—Furnish and install Stanley PHI Apex Exit Devices (Precision Hardware) 2200 Series Vertical Rod Exit Device with alarm, Model #2201 ALK-3 x RHRB (right side latching) or LHRB (left side latching) x door size. The vertical rods are to have rod guards installed and security screws installed in all the unit's covers. All guards and screws shall be from the dealer/installation technician. The key cylinder shall be 1-1/4" C-4 Cam and receive a Best Hardware core. The device shall include "Emergency Exit" decal. Other door hardware shall include non-removable pin hinges, surface mounted closers, coordinator, metal astragal, hold-open devices, peep-hole, weather-stripping, and 1/4" low-profile thresholds, which are to be coordinated with door size for proper fit. All hardware shall be US26D Satin Chromium finish.
- 7.5 **Miscellaneous**—Provide two 6" O.D. concrete-filled posts at delivery area to prevent trucks from damaging door(s) and building (if loading/docking facilities are not available). Posts shall receive two coats rust-proof red or yellow paint. Install according to Drawings.

Section Eight—Roof

- 8.1 **General**—Roof shall be constructed in compliance with acceptable trade practices and free from leaks.
- 8.2 **Canopy**—Any canopy projection constructed shall be installed to cover sidewalk area or otherwise, as agreed upon by the Construction Manager.
- 8.3 **Drains**—Roof drains (gutters and downspouts) shall be in compliance with acceptable trade practices and local codes.
- 8.4 **Insulation**—The ceiling or roof insulation shall have a minimum R-20 rating with a vapor retarder of 1 perm or less and be located at the structural plane of the ceiling. Insulation shall not be installed atop suspended ceiling tile.

Section Nine—Ceilings

- 9.1 **Sales Area**—Ceiling shall be 24" x 48" x 3/4" Armstrong Dune "Second Look II" – scored 9/16" angled tegular lay-in tile #2722 with 9/16" Suprafine exposed tee system. The perimeter of the Sales area to be suspended drywall as specified on Drawings. Finished height, tile layout, and tile/drywall transition shall be as shown on the Drawings.
- 9.2 **Toilet Rooms**—Ceiling shall be 24" x 24" x 5/8" Armstrong Cortega angled tegular lay-in tile #703 suspended on white grid.
- 9.3 **Stock Area**—Stock room shall be exposed to roof underside.
- 9.4 **Center Raft**—Construct center raft element of dimensions, materials, and finishes as specified on Drawings. Coordinate with the PLCB to insure the Raft is centered over the Center Table/Office area.

Section Ten—Plumbing

- 10.1 **General**—All piping shall be lead free. All water lines shall have shutoff valves at the fixture.

- 10.2 Mop Sink—This sink shall be an in-floor unit installed at location specified on the Drawings and equipped with a threaded bibcock for hose attachment. "Splash guards" shall be installed on the surrounding walls.
- 10.3 Hot Water Heater—Install and maintain a hot water heater with capacity of 6 gal. Unit shall meet or exceed all energy-efficient factors. Unit shall be installed above restroom ceiling.
- 10.4 Drinking Fountain—Install and maintain drinking fountain, Oasis Versacooler II Split-level Water Cooler P8ACSL, or approved equal. Unit denoted by "EWC" on drawings. Installation must be ADA-compliant and accompanied by electrical outlet designated on drawing, water and drain plumbing, and wall splash guard.

Section Eleven—Toilet Rooms

- 11.1 General—Construct Toilet Rooms as specified on Drawings. Toilet Rooms shall be in accordance with Act 235 and its Amendments and the ADA.
- 11.2 Doors—Toilet Rooms shall have pre-finished solid core wood doors, 3'-0" x 6'-8" minimum dimensions, operable by a single effort. Each door shall include a lever handle, closer, hinges and privacy lockset.
- 11.3 Fixtures—Each Toilet Room shall have white fixtures, including: One 1.6 GPF wall-hung toilet with flush valve (assuming adequate water supply); One 0.5 GPM undercounter sink; and, One 1.0 GPF wall-hung urinal in the Men's Room.
- 11.4 Countertop—Provide and install the countertops as indicated on the Drawings. Countertops to be "Formstone" solid surfacing material as manufactured by Avonite Surfaces, or approved equal.
- 11.5 Accessories—Each Toilet Room shall be equipped with the following accessories as manufactured by Bobrick Washroom Equipment, or approved equal: Lavatory Mounted Soap Dispenser B-8221; Paper Towel Dispenser & Waste Receptacle B-369; Toilet Tissue Dispenser B-6977; Robe Hook B-6727 (back of door); Mirror B-165 2436; and, Grab bars as required in satin finish with peened gripping surface. All accessories and mounting locations of same shall be in compliance with ADA and authorities having jurisdiction.
- 11.6 Exhaust Fan—Furnish and install Nutone #8814R fixture on separate switch and ducted to the outdoors in each restroom. Ventilation requirement is 110 CFM.
- 11.7 Signage—Furnish and install toilet room identification signage in compliance with ADA Accessibility Guidelines.

Section Twelve—Electrical

- 12.1 General—The Lessor shall have all electrical work designed by a professional engineer registered in the Commonwealth of Pennsylvania. Furnish and install all necessary electric wiring, outlets, wall receptacles, junction boxes, switches, light fixtures, signal system, and circuit breaker panel with appropriate metering device. The Lessor shall furnish Underwriters Laboratories certificate upon completion. Phone and Data wiring shall be as required per Drawings with proper terminations.
- 12.2 Coordination—Provide cutting, trenching and patching of slab areas as may be required for electrical installations. Electrical Contractor shall coordinate his Work with the installation of the fixtures, tables and displays being furnished and installed by the PLCB. LED lights pre-installed in the category sign boxes on top of the wall units to be tied together and switched separately by the Electrical Contractor. Provide all necessary wiring runs and connections for equipment at the center table area. Power to the center table area shall be run under the slab unless approved otherwise by the PLCB. Pendant light fixtures over display tables and gondolas are to be centered over the final positioning of each display unit.
- 12.3 Service—The electrical service shall be sized to adequately handle the design loads of the PLCB space, including built-in factors of safety as recommended by the National Electric Code or other authorities having jurisdiction, but not less than 200 amp. The main entrance switch and multi-circuit panel shall be installed at a location in the storeroom area designated on Drawings or otherwise agreed upon.
- 12.4 Receptacles/Switches
 - 12.4.1 Wall Duplex Receptacles—Provide and install receptacles as described and in locations shown on the Drawings.

12.4.2 Wall Junction Boxes—Provide and install wall junction boxes as described and in locations shown on the Drawings.

12.4.3 Ceiling Junction Boxes—Provide and install junction boxes above the ceiling as described and in locations shown on the Drawings.

12.4.4 Light Switches—Provide and install switches as required and in locations as indicated on the Drawings.

12.4.5 Finishes—All switches and receptacles to be colored Brown. All switch, receptacle and other miscellaneous device plates are to include a Stainless Steel finish.

12.5 Electronic Register Wiring

12.5.1 Electric—Provide two (2) circuits at each register. The designated junction boxes shall contain two separate lines of 12/2 gauge wire on single-pole 20 A circuits. At least one shall have an isolated ground, a reading of 117 V \pm 10% and, when switched off, a reading of 0 Ω . The other line shall also have a ground. The PLCB will take the wiring from the stub up, distribute through the check-out area, and make final connections.

12.5.2 Ethernet—Provide one (1) separate CAT-5E Ethernet cable to each register. Provide additional cable runs as may be indicated on the PLCB drawings.

12.6 Office Computer Wiring

12.6.1 Electric—The designated junction boxes shall contain one dedicated line of 12/2 gauge wire on a single pole 20A circuit. The line shall have an isolated ground, a reading of 117 V \pm 10% and, when switched off, a reading of 0 Ω . An additional separate isolated covered ground wire must be provided. The PLCB will take the wiring from the stub up, distribute through the check-out and office area, and make final connections.

12.6.2 Ethernet—Provide three (3) separate CAT-5E Ethernet cables to the Manager's Office to service the store controller PC, the business PC, and the store printer. Coordinate with the PLCB for final locations. Provide additional cable runs as may be indicated on the PLCB drawings.

12.7 Access Panels—Provide adequate metal access panels as required for servicing and testing of equipment and devices, and for access to all hidden shut-off valves. Coordinate all locations with the PLCB.

Section Thirteen—Lighting

13.1 General—All systems shall be designed by a professional engineer registered in the Commonwealth of Pennsylvania. The number of fixtures for general overhead lighting shown on the Drawings is only an estimated quantity. The professional engineer shall dictate the number of fixtures required to meet the illumination levels specified herein. Final design shall meet the requirements of the IECC.

13.1.1 General Sales Area Lighting—Standard retail area illumination shall be 2' x 2' LED fixtures, type LR24-32SKA35 by Cree Lighting, for the type F-8 fixtures. Average illumination at 3'-0" above finished floor shall be 55 ft-c maintained while consuming a maximum of 1.8 W per square foot. Location of all primary ceiling fixtures, as well as any additional down-lights and track-lights, shall be as designated on the Drawings. All light fixtures shall have energy-efficient electronic ballasts with a minimum power factor of 90%. Furnish and install a complete set of 24-watt PAR38 lamps with 3000 K color temperature in the various down-lights as indicated. Use compact fluorescent lamps in the type F6C pendant fixtures P8825-01 with P5198-09 stems by Progress Lighting.

13.1.2 Stock Area Lighting—Average illumination at 3'-0" above finished floor shall be 30 ft-c maintained while consuming a maximum of 0.66 W per square foot. Fixtures shall be 48" long 2-tube fluorescent T8 general purpose strip lights, type C232MV. All fixtures shall be installed at the same level and operated by occupancy sensors.

13.1.3 Toilet Rooms—Furnish and install in each Restroom two 2' x 2' general purpose T8 Troffer recessed lay-in fixtures, type 2GT8-3-U31-A12-MVOLT-GEB10RS by Lithonia or approved equal. Lights shall be controlled by an occupancy sensor.

- 13.1.4 Night Lights—A minimum of four fixtures shall be designated as continuous night lights in the Retail area and two fixtures in the Stock area as described on Drawings and placed on a separate circuit.
- 13.1.5 Emergency Lighting—Furnish, install and maintain an automatic, maintenance-free, emergency lighting system as designated on Drawings and as required by L&I. This system shall be integrated with the recessed light fixtures.
- 13.1.6 Exit Lighting—Furnish and install ELR-R clear acrylic, recessed mounted, edge lit, one-sided exit sign with red LED, white housing by The Exit Light Company. This lighting shall be circuited with the emergency lighting.
- 13.1.7 Switches—Switch locations and level of light fixture control to be approved by the PLCB prior to start of installation.
- 13.1.8 Specialty Lighting—Furnish and install a total of six (6) wall sconces, type WM-37 by Schoolhouse Electric Co. (two per Toilet Room and two at the Premium Wine Display wall unit). Finish to be in "Satin Nickel".
- 13.2 Entrance—Provide a minimum of 10 ft-c consuming a maximum of 10 W per square foot of canopied area at front entrance to match existing decor where applicable. These fixtures and lamps shall also be energy-saving exterior fluorescent with 90% minimum power factor electronic ballasts.
- 13.3 Delivery Door and Exit Door Lights—Provide a vapor-proof light fixture with guard at exterior doors, such as Lithonia model TWL-35S-120-PE-LPI-DBL with accessories TWLMA and TWLWG. Fixtures shall provide a minimum of 20 ft-c and consume a maximum of 20 W per linear foot of door opening.

Section Fourteen—Heating, Ventilation, and Air Conditioning (HVAC)

- 14.1 General—Furnish, install and maintain a fully automatic forced air (duct) heating system with filters capable of heating the space from 0° F outdoor design temperature to 70° F indoor design temperature at prevailing wind conditions. Provide adequate air return to system. Ducts shall be concealed above suspended ceiling and insulated to a minimum R-8 rating when located outside the building thermal envelope. Furnish heating system data such as load calculations, make, model, BTU output, number of filters and their type, size and location. Furnish, install and maintain air conditioning equipment sufficient in capacity to cool the space from 95° F outdoor design temperature to 72° F indoor design temperature with maximum 50% indoor relative humidity, supplying a minimum of 15 CFM fresh air per person (average eight). Air conditioning unit shall use the same duct distribution system as the heating system above the entire leased area. Furnish air conditioning system data such as load calculations, make, model, size, compressor location, number of filters and their type, size and location. If load calculations are done using computer software, include inputs, outputs and software description. All systems shall be designed by a professional engineer registered in the Commonwealth of Pennsylvania, meeting the requirements of the IECC.
 - 14.1.1 Three-Phase Electric Systems—The minimum seasonal energy efficiency ratio (SEER) for three-phase electric central systems shall be 12.0 for units rated at 5 tons and under. For units 6 tons or larger, the minimum energy efficiency ratio (EER) shall be 10.5. A standard rating of 95° F db shall be used.
 - 14.1.2 Air-Cooled Heat Pump Systems—The minimum heating seasonal performance factor for air-cooled three-phase electric central air conditioning heat pump systems shall be 7.5 and have a minimum coefficient of performance (COP) of 3.5 at a high temperature rating of 47° F db in the heating mode.
 - 14.1.3 Water- or Evaporatively-Cooled Heat Pump Systems—The minimum SEER for water- or evaporatively-cooled central air conditioning heat pump systems shall be 12.0 at a standard rating of 85° F entering-water temperature for water-source and water-cooled equipment and 95° F db outdoor temperature for evaporatively-cooled equipment and have a minimum COP of 4.0 at a standard rating of 70° F entering-water in the heating mode.
 - 14.1.4 Combustion Furnaces and Boilers—The minimum thermal efficiency at the maximum rated capacity of combustion furnaces and boilers shall be 85%. All systems shall have mechanically induced draft utilizing outside combustion air.
- 14.2 Toilet Room Heating—If direct line ceiling ducts are not practical, furnish and install electric heaters with separate occupancy-type thermostat control such as Clark model C-1 in toilet room area(s).
- 14.3 Heater Room—If the heating unit is a floor-standing type, it shall be enclosed in a properly fire-rated room as required by local codes.

- 14.4 Electric Heating—Radiant electric resistance heating shall not be used as a primary heat source.
- 14.5 Utilities—All heating system requirements shall be within the guidelines established by the local utility companies. The Lessor shall install and maintain the appropriate metering system(s) with demand measurement as required by the local utility companies. Minimum amperage shall be increased to a level necessary to provide adequate service.
- 14.6 Thermostat(s)—Lessor shall provide and install digital, programmable, light-sensing automatic night setback thermostat(s) compatible with HVAC unit such as Lightstat (Model TME-AVU) as manufactured by Lightstat, Inc. or equal as approved by the Construction Manager. Location of control(s) shall be on Drawings. There shall be one thermostat per HVAC unit.

Section Fifteen—Exterior Signage

- 15.1 General—Furnish, install and maintain internally lit rectangular box sign utilizing brown (PMS 1817C) vinyl on white panel, or equal as approved by the Construction Manager, on the main canopy/fascia. Sign to read, "FINE WINE & GOOD SPIRITS". This sign shall be of maximum size allowed by local codes and consume a maximum of 0.2 W per square foot of signage.
- 15.1.1 Timer—Power to canopy/fascia signage shall be controlled through a 24-hour, seven-day timer to be installed and maintained by the Lessor. The location of sign timer shall be in the vicinity of the multi-circuit electrical panel.
- 15.1.2 Graphics—Electronic art file for sign panel shall be provided by the Construction Manager. Graphic elements otherwise specified may include (but are not necessarily limited to) proportionate letter size, letter spacing, letter shape (font), letter color(s), background color(s), choice of any additional characters, icons, or borders and their proportionate size, shape, specific location and color(s).
- 15.2 Pylon—If allowed by local codes, furnish, install and maintain store signage, or equal identification as approved by the Construction Manager, on roadway pylon standard. Its size may be based on PLCB's proportionate area of occupancy with respect to other tenants. Non-graphic elements (type of material, method of illumination, etc.) shall be consistent with those of other tenants' pylon signage. Graphics shall be provided by the Construction Manager as specified in 15.1.2.
- 15.3 Under-Canopy Signage—If neighboring spaces feature under-canopy/above-sidewalk tenant identification, furnish, install and maintain store signage, or equal identification as approved by the Construction Manager. Size and other non-graphic elements (type of material, method of illumination, etc.) shall be consistent with those of other tenants' under-canopy signage. Graphics shall be provided by the Construction Manager as specified in 15.1.2.
- 15.4 Fees—All fees connected to the installation and maintenance of signage shall be the responsibility of the Lessor.

Section Sixteen—Special Systems

- 16.1 Signal Systems
- 16.1.1 Wireless Annunciator System—Furnish and install an OPTEX Wireless 1000 Annunciator System for front entrance/exit doors. One sensor transmitter TD-10 is required for each doorway. Chimebox with relay RC-10 (receivers) shall be installed in locations specified on Drawings.
- Note: Receivers require outlets approximately 2' below ceiling. Transmitters are located above doors and are battery-operated.
- 16.1.2 Delivery Door Bell—Furnish and install a bell system ("Edward" #740 with #590 transformer) to be connected to a waterproof push button outside the rear delivery door ("Edward" #603). Bell will ring in both the retail and wholesale areas in locations specified on Drawings approximately 2' below ceiling.
- 16.1.3 Interior Buzzer—Furnish and install an Edwards Miniature Lungen Buzzer unit (15-1AB AC/DC) with Edwards 590-series Class 2 signaling transformer mounted as designated on Drawings with 120V duplex receptacle. Run two-strand low voltage buzzer wire from buzzer location to the front cash register area, coiling at least 25' extra above ceiling.

- 16.2 Telecommunications Wiring—Furnish and install material to pre-wire premises, and install necessary modular jacks for phone and data installations as shown on the Drawings. All wiring must be run to the point of demarcation. Final connections and telephones are provided by the PLCB. All wiring must be CAT-5E cable.
- 16.3 Fire Alarm System—If required by code, provide, install and maintain approved fire alarm system in compliance with local building codes and Fire Marshal. System to consists of smoke and heat detectors, horns, strobes and associated control panel. All devices should be ceiling hung.
- 16.4 Fire Suppression System
- 16.4.1 Sprinkler System—If required by code, provide, install and maintain an overhead wet-pipe sprinkler system for protection in all areas if required by code. Provide semi-recessed heads in the Retail area. System to be in compliance with the PA Department of Labor & Industry, and all other authorities having jurisdiction.
- 16.4.2 Fire Extinguishers—Provide and install 10 lbs. ABC dry chemical type fire extinguishers as required by the local municipality. Mounting hooks are an acceptable method of installation. Locations should include, but are not necessarily limited to the Office area, and the Stockroom area. Locations in the Retail area to be approved by the Construction Manager.
- 16.5 Sound System—Furnish and install one Atlas Sound AA35 70V powered mixer amplifier (35W, three-channel), one Sangcan HDT-1X high fidelity AM/FM/HD Radio receiver, and three pairs of Speco Technologies Nexus Contractor Series 6.5" 70V metal back-can speakers (SP6NXCTUL). Locations of these components will be specified on Drawings. Furnish and install all necessary wiring between components. Speakers should be run out of the 70V output of the amplifier. The wattage setting in the high-voltage mode of use should be at 3.7W.

--- END ---

Appendix B

PROPOSAL TO LEASE SPACE TO THE COMMONWEALTH OF PENNSYLVANIA

IN RESPONSE TO REQUEST BY DEPARTMENT OF GENERAL SERVICES
PLEASE PRINT OR TYPE ALL INFORMATION

PROPOSAL NO. _____

FOR _____ IN _____ IN _____ DATE _____
(AGENCY) (MUNICIPALITY) (COUNTY)

THIS PROPOSAL IS FOR: RENEWAL OF LEASE NEW CONSTRUCTION NEW LOCATION RENOVATIONS LEASE AMENDMENT EMERGENCY INTERIM LEASE

BUILDING ADDRESS: _____
(STREET) (SUITE/ROOM NO.) (CITY) (STATE) (ZIP)

LESSOR: _____ DESCRIPTION OF BUILDING: No. of Floors _____; Type of Construction _____

Age of Bldg. _____; Usable Sq. Ft. Entire Bldg. _____; Usable Sq. Ft. Each Floor _____; Heating System _____

Fuel _____; Type of A/C System _____; Roof _____; Elevator _____; Lavatories _____; Sewer _____; Water _____; Gas _____

Building originally Constructed for use as _____ Present _____; use _____; Windows _____; Floor _____; Type _____

Are all utilities metered separate for tenants use? Yes No; Accessibility to Physically Challenged (American with Disabilities Act) Yes No; Lot Size _____; Building dimensions _____

Public Parking Metered Yes No; Number _____; Transportation Yes No; How far from building _____; Zoning _____

General Condition of Bldg. (Exterior) _____ (Interior) _____

Does proposal Include; Heat Yes No; Electricity Yes No; Air Cond. Yes No; Hot and/or Cold Water Yes No; Sewer Yes No;
Snow and ice Removal Yes No; Janitor Service Yes No; Janitor Supplies Yes No; Gas Yes No; Trash Removal Yes No
Water Coolers Yes No; # of Paved Parking Spaces _____; Location of Parking _____

The undersigned offers to lease to the Commonwealth of Pennsylvania space in the above described building and agrees to construct and/or alter the bldg. and to complete the leased space offered herein in accordance with plans and specifications provided by the Department of General Services and the occupying agency under the following terms and conditions:

Sq. Ft. Offered: _____	Floor No. _____	Sq. Ft. _____	Initial Lease Term _____ Years	Renewal Options/No. of Options _____ / Years _____
_____	_____	_____	Initial Term Annual Sq. Ft. Rate _____	1 st Option Term Annual Sq. Ft. Rate _____ 2 nd Option Term Annual Sq. Ft. Rate _____
_____	_____	_____	Base Rent \$ _____	Base Rent \$ _____ Base Rent \$ _____
_____	_____	_____	Operating Rent \$ _____	Operating Rent \$ <u>n/a see note</u> Operating Rent \$ <u>n/a see note</u>
_____	_____	_____	Total \$ _____	Note: Operating Rent for Option Terms will continue to be calculated in the same fashion as in the initial term or preceding option term, if any.
_____	_____	_____	Annual Rent \$ _____	
_____	_____	_____	Monthly Rent \$ _____	
Total Sq. Ft. _____				

CONSTRUCTION COSTS - Complete worksheet on page 2. (See paragraph 7 of Sample Lease)
OPERATING EXPENSES - Complete worksheet on page 2. (See paragraph 4 of Sample Lease)

Approximate time required to complete renovations/new construction (if applicable) _____ Month/Days.

Proposer:
Full name(s) and addresses of owner(s) or corporate officers

Person to call or write for responsibility and coordination:

Telephone: Area Code: _____ Number _____

By signing below, authorization is granted to obtain a credit report both individually and/or business or corporation.

Attest: X _____
(Signature must appear above for Proposal to be valid)

X _____
(Signature must appear above for Proposal to be valid)

Proposer certifies that the above information is true to the best of its knowledge. The Proposer further certifies that real estate taxes for its properties are paid in full to the respective municipality in which the property is situated.

Construction Costs Worksheet

(Itemized explanation breakdown of complete costs for new construction or renovations. See paragraph 7 of Sample Lease.)

Site	\$ _____
Permitting	\$ _____
Professional Fees	\$ _____
Financing	\$ _____
Building Construction	\$ _____
Other: (Explain)	
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL:	\$ _____

Operating Expense Worksheet

(See Paragraph 4 of Sample Lease.)

Real Estate Taxes	\$ _____
Utilities	\$ _____
Water	\$ _____
Sewer	\$ _____
Trash Collection	\$ _____
Insurance	\$ _____
Janitorial	\$ _____
TOTAL:	\$ _____

LESSOR IDENTITY DISCLOSURE

The following information must be filled out accurately and accompany your proposal.

Date _____

NAME OF LESSOR: _____

LESSOR FEDERAL I.D.#: _____

Please indicate the legal status of your company and complete the appropriate section(s):

_____ Corporation (Complete Section A) _____ PARTNERSHIP (Complete Section B) _____ SOLE PROPRIETOR (Complete Section C)
or Limited Liability Co. or Limited Liability Partnership

A. CORPORATION or Limited Liability Co. (L.L.C.): List all officers of the corporation below and percent of stock. Each officer's signature is required. Attach additional sheets if needed. If a L.L.C. check box and list members. Also list managers if lessor is a manager managed L.L.C.

NAME: _____

TITLE: PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

SIGNATURE: _____

NAME: _____

TITLE: SECRETARY _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

SIGNATURE: _____

DATE: _____

NAME: _____

TITLE: VICE PRESIDENT _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

SIGNATURE: _____

NAME: _____

TITLE: TREASURER _____

ADDRESS: _____

PERCENTAGE OF STOCK: _____

SIGNATURE: _____

(CORPORATION SEAL)

B. PARTNERSHIP or Limited Liability Partnership (L.L.P.): List all general, limited or special partners. Indicate any managing partner. If general or managing partner is a corporation, please complete Section A. If a L.L.P. check box and list partners.

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

NAME: _____

TITLE: _____
(GENERAL, LIMITED, SPECIAL)

ADDRESS: _____

C. SOLE PROPRIETOR: If the lessor is a sole proprietorship or co-owner doing business under any name or designation other than that of the individual owning the sole proprietorship or co-ownership.

BUSINESS NAME: _____

SIGNATURE OF PROPRIETOR: _____

ADDRESS: _____

AGENCY AGREEMENT/LIMITED AGENT AUTHORITY

(If an agent is involved in this Proposal, please complete the following.)

Solicitation No. _____

Proposed Lessor _____

Lessor Address _____

Agent _____

Agent Address _____

1. Does power of agent terminate on execution of lease? Yes No

2. Is agent authorized to sign lease agreement for proposed lessor? Yes No

3. Is agent to collect rent if lease is executed? Yes No

4. Is agency to be binding during entire lease term? Yes No

(Note: If agency is terminated, notice must be forwarded to Bureau of Real Estate immediately.)

5. If applicable, professional license number of agency: _____

Further statement to clarify agent's authority _____

SIGNATURE OF AGENT

TYPE NAME OF AGENT

SIGNATURE OF PROPOSED LESSOR

TYPE NAME OF PROPOSED LESSOR

WITNESS

DATE

SIGNATURE OF PROPOSED LESSOR

TYPE NAME OF PROPOSED LESSOR

WITNESS

DATE

CONTRACTOR RESPONSIBILITY CERTIFICATION: PROPOSERS' REPRESENTATION AND AUTHORIZATION

- A. Each proposer by submitting a proposal represents that:
1. The proposer has read and understands that terms and conditions of the solicitation documents, and the proposal is made in accordance therewith.
 2. The proposer understands and acknowledges that all information provided by, and representations made by, the proposer in the proposal are material and important and will be relied upon by the Department of General Services in awarding the lease. Any misstatement shall be treated as fraudulent concealment from the Department of the true facts relating to the submission of this proposal. A misrepresentation shall be punishable under Section 4904 of Title 18 P.C.S.A. Further, if it is later determined that the proposer knowingly rendered an erroneous certification, the Department may find the proposer in default, terminate the lease and may debar/suspend the proposer.
 3. The amount of this proposal has been arrived at independently and without consultation, communication or agreement with any other proposer or potential proposer.
 4. Neither the amount of this proposal nor the approximate amount of this proposal have been disclosed to any other firm or person which is a proposer or potential proposer, and it will not be disclosed before the opening.
 5. Proposer certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the proposer cannot so certify, then it agrees to submit along with the proposal a written explanation of why such certification cannot be made. If proposer enters into subcontracts or employs under this lease any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government, or who become suspended or debarred by the Commonwealth or federal government during the term of this lease or any extensions or renewals thereof, the Commonwealth shall have the right to require the proposer to terminate such subcontracts or employment. The proposer agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of Inspector General for investigations of the proposer's compliance with terms of this or any other agreement between the proposer and the Commonwealth which result in the suspension or debarment of the proposers. Such costs shall include, but not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The proposer shall not be responsible for investigative costs for investigations which do not result in the proposer's suspension or debarment.
 6. The proposer has no outstanding, delinquent liabilities to the Commonwealth including but not limited to any taxes and unemployment compensation payments except as disclosed by the proposer in its proposal. The proposer agrees that the Commonwealth may set off the amount of any state tax liability or other debt of the proposer or its subsidiaries that is owed to the Commonwealth and not being contested on appeal against any payments due the proposer under this or any other lease with the Commonwealth.
 7. The Contractor may obtain the current list of suspended and debarred proposers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Telephone: (717) 783-6472
Fax: (717) 787-9138

- B. Each proposer by submitting its proposal authorizes all Commonwealth agencies to release to the Department of General Services information related to liabilities to the Commonwealth, including but not limited to any taxes or unemployment compensation payments except as disclosed by the proposer in its proposal. Be certain to include the names and social security numbers of all Principals (partnerships, individuals, corporations). Also include the Federal I.D. Number of the Partnership or Corporation. If the Sole Proprietor has a Federal I.D. Number, also include on the Lessor Identity Disclosure Form.

The proposer has read, understands and certifies that it is abiding by the provisions in the Contractor Responsibility Certification. The proposer further certifies that the information provided on the Lessor Identity Disclosure Form is true to the best of its knowledge. It further certifies that it is a responsible contractor in accordance with Management Directive 215, Amended.

It is further understood that if the proposer has any outstanding liabilities to the Commonwealth, including but not limited to taxes or unemployment compensation, it will resolve the outstanding liabilities within ten (10) business days from notification of such liability.

(SIGNATURE)

(DATE)

(SIGNATURE)

(DATE)

(SIGNATURE)

(DATE)

NOTICE

Bureau of Real Estate is Sole Agent for Commonwealth.

Proposal submitters for all Commonwealth leases are hereby notified that the Bureau of Real Estate, Department of General Services, and **only** the Bureau, through the authority granted by the Act of April 9, 1929, P.L. 177, as amended, is authorized and empowered to rent proper and adequate offices, rooms or accommodations for any Department, Board or Commission of the Commonwealth.

Further, only the Department of General Services' Bureau of Real Estate is authorized to negotiate the terms and conditions of a proposed lease agreement. Any negotiations between proposal submitters and the Bureau of Real Estate must be reduced to a written agreement and are subject to approval by other Commonwealth officials. Therefore, said negotiations with the Bureau of Real Estate cannot be interpreted as binding upon the Commonwealth until a formal lease agreement has been fully processed. A formal lease agreement is fully processed when it has received all necessary signatures and approvals, such as the approval of the Board of Commissioners of Public Grounds and Buildings and the signature of the Secretary of General Services, and has been delivered to the lessor.

Proposal submitters are further advised that the Commonwealth has no responsibility for any costs the proposal submitter may encounter, including but not limited to cost and expenses in acquiring the leased space, preparing it for occupancy or preparing the proposal. Nor will the Commonwealth be bound by any of the prospective lease's terms and conditions, until the lease is fully approved and executed by the Commonwealth and delivered to the lessor.

Please sign below to acknowledge that you have read and understood the above.

SIGNATURE

DATE

ACKNOWLEDGMENT USABLE AREA DEFINITION

Usable space (area) is the only method of measurement of the area for which the Commonwealth of Pennsylvania will pay a square foot rate. It is determined as follows:

The measurement shall consist of all the occupiable area of a building, floor or office suite leased by the Commonwealth.

Building Area (Sole tenancy by the Commonwealth)

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

Floor or Suite Area (Multi-tenanted building)

The floor or office suite area shall be computed by measuring the inside finished surface of the office side of corridors and other inside finished surface of the office side of corridors and other permanent walls, to the inside wall or partitions that separate the office from adjoining now-leased, usable areas, and to the finished surface of the dominant portion of the permanent outer building walls excluding stairwells, elevator and escalator shafts, mechanical and building equipment rooms, common lobbies, hallways and corridors, and public restrooms that serve the entire building.

In all measurements, make no deductions for columns and projections enclosing the structural elements of the building.

The usable area of a floor shall be equal to the sum of all usable areas on that floor.

Unless otherwise noted, all references in this solicitation to square feet shall mean usable square feet.

NOTE: Any space normally excluded from above definition, (i.e. mechanical, restrooms, equipment rooms, etc.) specifically required by the agency to carry out its program requirement, may be included in the usable definition provided the space is included in agency space allocation.

SIGNATURE

DATE

Appendix C

-Premium Specifications - STORE

November 15, 2011

Section One--General Requirements

1.1 Scope

1.1.1 The specifications cover all labor, materials, equipment and installation for the proposed retail store located at _____, as specified herein and shown on the Pennsylvania Liquor Control Board (PLCB) drawings, and are subject to the times, terms and conditions of the lease and any extension or renewals thereof.

1.1.2 The Net Usable Square Footage of the premises is _____ SF, and is subject to upward or downward adjustment upon final field measurement. The Interior Frontage of the premises is _____.

1.2 Drawings

1.2.1 General—The PLCB will provide preliminary drawings to the Lessor showing the general layout of the space. These drawings shall form part of this specification and may be used by the Lessor and his architect to develop a final set of architectural working drawings. Should modifications to the PLCB drawings be necessary to comply with applicable building codes, the PLCB's Construction Manager shall be notified.

1.2.2 Drawings—The PLCB drawings are noted as "Store No. XXXX", and include the following sheets: A-1 "Floor Plan"; A-2 "Reflected Ceiling Plan"; D-1 "Demo Plan"; E-1 "Electrical Plan"; and, F-1 "Finish Plan". All plans are dated X/XX/XX and last revised X/XX/XX.

1.2.3 Submittals—Before the Work begins, the Lessor's final architectural working drawings showing site location (plot plan if necessary), building elevation (including signage), general floor plan, rest room locations, electrical and lighting layouts, location of heat/ventilation diffusers and any miscellaneous work shall be submitted to the PLCB's Construction Manager for approval.

1.3 Miscellaneous Requirements

1.3.1 Definitions

1.3.1.1 "Drawings"—This shall be the term used throughout these specifications to denote the PLCB Drawings forwarded to the Lessor as described in 1.2.2.

1.3.1.2 "Construction Manager"—This shall be the term used throughout these specifications to denote the PLCB's designated management staff liaison with the Lessor for all on-site construction activities.

1.3.1.3 Abbreviations—Certain terms used throughout these specifications are denoted by abbreviations, each of which are given parenthetically with its respective term's first usage. Terms include, but may not be limited to, "Pennsylvania Liquor Control Board", "Pennsylvania Department of Labor and Industry", "Americans with Disabilities Act of 1990", "Uniform Construction Code", and "International Energy Conservation Code".

1.3.2 General—All work specified herein and other incidental work necessary to prepare this building for use as a Fine Wine & Good Spirits retail store shall be performed per the requirements of the PLCB and to the satisfaction of the Construction Manager. If there is a conflict between this Exhibit and the Drawings, this Exhibit shall prevail.

1.3.3 Regulations and Permits—The Lessor shall comply with all requirements of the Pennsylvania Department of Labor and Industry (L&I) pertaining to fire, safety, and other hazards. Requirements of all laws, rules, regulations, and zoning permits; use and/or occupancy requirements, and fees, if any, (including any annual sign fees) of city, township, borough, county and state departments shall be the responsibility of the Lessor. All phases of preparation shall be followed and all work carried out in strict accordance with such requirements, even though each item involved not be necessarily specified herein or shown on the Drawings. The Lessor shall comply with all requirements of Pennsylvania's statewide building code, generally known as the Uniform Construction Code (UCC), and the Americans with Disabilities Act of 1990 (ADA).

- 1.3.4 Occupancy Permit—Lessor shall place the Occupancy Permit issued by L&I or local authority in the space and submit a copy to the Construction Manager before the PLCB takes possession.
- 1.3.5 Materials and Workmanship—All materials and equipment being incorporated into the Work shall be new unless otherwise specified. In instances where materials and equipment are existing and proposed to be re-used as a part of the Work, approval from the Construction Manager is required. All materials and equipment being re-used shall be thoroughly cleaned and refurbished to a like-new condition. Said materials and equipment are to be in good working order. All Work to be completed in a neat and workmanlike manner.
- 1.3.6 Finishes—All colors, types and textures of finishes must be approved by the Construction Manager. Such approval shall not be unreasonably withheld.
- 1.3.7 Conditions Affecting the Work—The Lessor shall be responsible to verify all conditions and measurements of the site when the tenant improvement work commences. All discrepancies discovered with the field measurements shall be immediately reported to the PLCB.
- 1.3.8 Security—The Lessor shall provide adequate security on any/all exposed openings as required during renovations or construction. Storeroom security shall meet approval of Construction Manager. Any electronic surveillance/detection devices shall be installed by the PLCB as deemed necessary.
- 1.4 Energy Efficiency Requirements—All design criteria pertaining to the energy use of the structure shall meet or exceed the requirements of the International Energy Conservation Code (IECC), latest adopted edition.
- 1.5 Project Close-out
 - 1.5.1 Punch List—At the time of substantial completion of the Work, and at a time agreeable to the Lessor and the PLCB, a final walk-thru inspection will be conducted, and a Punch List generated identifying incomplete and unsatisfactory work. Unless otherwise agreed to by the PLCB, all Punch List work shall be satisfactorily completed within two weeks of the walk-thru inspection.
 - 1.5.2 Warranty & Operations Manual—Lessor shall provide a Warranty & Operations manual to the PLCB covering the work performed. Manual materials should include instructional care and maintenance data, and any applicable warranties.
 - 1.5.3 As-Builts—Lessor shall provide “as-builts” or “record” drawings to the PLCB. Drawings shall reflect all changes made during the course of the project and confirm actual field dimensions.
 - 1.5.4 Training & Orientation—Lessor shall provide training and orientation to the PLCB following substantial completion of the project at a time agreeable to the PLCB. Topics shall include all mechanical and electrical equipment and devices covering the start-up, programming, maintenance, shut-offs, etc. of all.

Section Two—Demolition

- 2.1 General—Provide all labor, material and equipment necessary to complete the select demolition work as required. Extent of work shall be as indicated on the Drawings. Protect all finish surfaces to the fullest extent possible. Clean up daily. Trash and debris to be disposed of properly off site.
- 2.2 Protection—Protect all finish surfaces to the fullest extent possible. Prior to commencement of the work, filter all return air grilles to prevent dust infiltration. Change filters as required during the course of the work. Filtering should remain in place until Substantial Completion.

Section Three—Slab & Flooring

- 3.1 General—The floor shall be reinforced concrete, trowel finished and level throughout, to support a minimum of 150 lb live load per square foot and withstand usage of store’s two-wheel hand trucks, four-wheel stock carts and pallet jacks. All low spots are to be filled in, and all high spots are to be ground down smooth, ready to receive finished flooring.

3.2 Finished Flooring

- 3.2.1 Sales Area—The floor shall be finished with 1/8" thick luxury vinyl tile, Natural Creations by Armstrong World Industries, Inc. Flooring colors include: ArborArt #TP029 "Weathered Oak Golden Brown" in 8"x36" planks; Earthcuts #TP507 "Color Wash Gold" in 18"x18" squares; Mystix #TP746 "Strand Cork Champagne" in 18"x18" squares; and, EarthCuts #TP511 "Haven Stone Gray Pearl" in 12"x12" squares. Carpet tiles shall be from the Super FLOR series by InterfaceFLOR, LLC. Colors are: #609164 "Pacific Sunset"; and, #609153 "Mediterranean", both in 50 cm x 50cm squares. Layout shall be specified on Drawings.
- 3.2.2 Toilet Rooms—The floor shall be finished with 1/8" thick luxury vinyl tile, Natural Creations by Armstrong World Industries, Inc. Flooring color shall be Mystix #TP745 "Strand Cork Champagne" in 18"x18" squares.
- 3.2.3 Stock Area—Lessor shall provide finished concrete surfaces degreased and cleaned of all contaminants, and shall apply a minimum of two uniform coats of Dress & Seal WB 25 by L&M Construction Chemicals to achieve a smooth glossy finish. Preparation of slab surfaces to be as specified by sealer manufacturer. Allow adequate drying time between coats as per manufacturer's recommendations.
- 3.2.4 Vestibule—Flooring throughout shall be Guarddog Berber mat in "Black Walnut" color.
- 3.2.5 Vinyl Cove Base—Johnsonite #44 Dark Brown 4" vinyl cove base shall be installed in all areas receiving vinyl tile flooring, including installation on the following items provided by the PLCB: Center Table / Checkout Area; Premium Wine Wall Unit; Stockroom Door Unit; and, Fixed end bases on the "Stock Gondola" fixtures. Base is not required on walls directly behind perimeter wall units in the Retail area that are hidden from view.
- 3.2.6 Vinyl Transition Strips—All abutting dissimilar materials should incorporate a vinyl transition strip of design to suit application. Strips to be by Armstrong or Tarkett Flooring, or approved equal. Color as selected by the PLCB.
- 3.2.7 Finishing and Protection—All vinyl flooring shall be cleaned and polished prior to turnover as per manufacturer's recommendations. Prior to polishing, apply a thorough coat of Armstrong's S-495 high quality stain-resistant sealer as per manufacturer's instructions. Follow the sealer application with Armstrong's S-480 Commercial Floor Polish. The Luxury Solid Vinyl used in the Retail area and Toilet Rooms shall receive four coats of polish. Allow adequate drying time between coats as per manufacturer's recommendations.

Section Four—Walls

- 4.1 Perimeter Walls—Masonry block walls exposed to the outdoor elements shall be sealed, painted and insulated. All exterior walls shall be insulated to a minimum R-13 rating and have a vapor retarder of 1 perm or less. Insulation and vapor retarder shall extend to the horizontal roof or ceiling plane of insulation to create a tight envelope. All perimeter wall openings shall be sealed and insulated. Walls dividing leased area from any adjacent space shall be of full height from floor to underside of roof.
- 4.2 Interior Walls—Any non-load bearing walls constructed shall be of 20 or 25 gauge steel studs, 16" O.C., and 5/8" drywall taped and spackled with a minimum three-coat finish made ready to receive paint. Load bearing walls will need to be designed by a licensed engineer registered in the state of Pennsylvania. Toilet Room walls shall use Moisture Resistant board.
- 4.2.1 Closet—Provide coat/storage closet in Storeroom as designated on Drawings. Closet shall include a coat rack with shelf above.
- 4.3 Painting—All paintable surfaces shall receive one primer coat and two finish coats of Benjamin Moore latex paint, satin/eggshell finish, or equal as approved by the PLCB. Locations of various colors shall be as directed by the PLCB.

Section Five—Entrances and Storefront

- 5.1 General—Lessor shall provide front elevation sketches and description of materials to be utilized to the Construction Manager for approval.

- 5.2 **Specifications**—Provide a storefront with the entry/exit passageways as shown on the Drawings. Store front shall be constructed of anodized aluminum framing in a finish to match adjacent spaces. Tubular framing at doors shall be reinforced to prevent forced entry.
- 5.3 **Sliding Automatic Entrances**—Provide complete automatic aluminum entrance system of type and size as indicated on the Drawings. Manufactured door unit shall include concealed operator, header with roller track, carrier assemblies, framing jambs, sliding door panels, sidelites, activation, safety devices and accessories needed for a complete installation. Doors to be bi-parting, Type 110 Profiler Series 2000B Elite with slide/swing breakout panels for emergency egress as manufactured by Horton Automatics, or approved equal. Exterior aluminum framing color to match that of adjacent spaces. Interior doors and associated framing to be colored dark bronze. Framing should be capable of receiving up to 1" insulated glass. Doors shall be equipped with 3-point locking for bi-parting doors. Furnish cylinder locks with pivot-type maximum security bolt MS1850A, bolt size 5/8" x 1-3/8" with 1-3/8" throw, as manufactured by Adams Rite Manufacturing Co. capable of accepting a Best Lock key system. Lessor shall provide Best Lock cylinder; PLCB shall provide Best Lock core. Aluminum threshold to be low-profile and ADA approved.
- 5.4 **Storefront Framing**—Provide aluminum storefront framing as indicated on Drawings. Framing to be thermally broken as manufactured by Kawneer Co., Inc. or approved equal. Framing to be 2" face x 4-1/2" depth, in compliance with L&I and all other authorities having jurisdiction for installation and safety. Framing to be compatible with the sliding automatic entrance framing.
- 5.5 **Glass & Glazing**—Provide, install and maintain commercial grade, energy efficient thermal pane window and door glass. Provide tempered glass where required by code. All glass on the exterior face of building shall be 1" thick, 1/4" panes with a minimum of 1/2" air space between the two 1/4" pieces, "Low-E" coating applied, and a maximum overall U-0.5 rating. Glass shall comply with all L&I and local standards for installation and safety compliance. All exterior glass shall have a shading factor as approved by the Construction Manager, taking into consideration orientation and overhangs. Interior vestibule glass shall be 1/4" clear. Provide "Low-E" certification to the PLCB upon completion of the Work.

Section Six—Doors and Hardware

- 6.1 **Hollow Metal Doors**—Doors to be galvanized hollow metal, 18 gauge, 1-3/4" thick, flush, with an expanded polystyrene core for exterior doors. Doors to be as manufactured by Republic Doors and Frames, or approved equal, and sized as indicated on the Drawings.
- 6.2 **Hollow Metal Frames**—Frames to be galvanized hollow metal, 16 gauge, as manufactured by Republic Doors and Frames, or approved equal.
- 6.3 **Wood Doors**—Interior doors shall be pre-finished solid core wood as manufactured by Mohawk Door Company, 2000 Premium Pre-finished Collection Oak series in a Walnut finish, or approved equal.
- 6.4 **Hardware**—Provide all hardware in US26D Satin Chromium finish. Unless noted otherwise, metal exit doors to be "Exit Only" with compatible hardware. Hardware to include, but is not necessarily limited to the following: Exit device; Overhead closer; Full mortised NRP hinges; Threshold; and, Weatherseal. Interior doors to receive the following: Overhead closer; Full mortised NRP hinges; and, Lever latchset. Toilet Room doors shall include a lever privacy lockset in lieu of a latchset.
- 6.5 **Impact Doors**—Provide double-acting impact door between Retail and Stock areas. Door to be "Easy-Swing" type SCP-368 as manufactured by Eliason Corporation, or approved equal. Door to have a dark brown painted finish, and include a 9"x24" ADA approved view window and 36" high stainless steel base plates on each side. Door size to be 44" x 84". Jamb and header to be structural steel channel.

Section Seven—Delivery Facilities

- 7.1 **Delivery Facilities**—Where delivery facilities are not the same grade level as inside finished floor elevation, the Lessor shall provide a loading dock area. Loading dock surface shall match the interior floor elevation and not exceed a difference of 4'-0" to the paved surface. Delivery area shall be paved to withstand weight of tractor trailer of 25 tons. Area shall be designated for PLCB use only. Signage, if required, shall be furnished and installed by the Lessor.

Note: Merchandise is transferred from a tractor trailer directly to the interior of the store. This makes tractor trailer access to the delivery door(s) imperative.

- 7.2 **Delivery Doors**—Furnish and install rear delivery doors. Door opening shall be 6'-0" x 7'-0" consisting of one pair of 3'-0" x 7'-0" insulated metal doors and frame as manufactured by Republic Doors and Frames or approved equal. Doors shall be 1-3/4" thick, full flush, 18 gauge, insulated to an R-7 rating with an expanded polystyrene core. Frame shall be constructed of 16 gauge material and reinforced for hinges, strikes, and closers. All material shall be galvanized steel and include a factory prime finish. Provide product data for approval.
- 7.3 **Delivery Door Canopy**—Provide fabric or metal canopy over delivery door(s) to extend a minimum 1'-2" to either side of the door frame. Canopy shall project at least 4'-0" from building to divert water away from delivery/pick-up area. Provide product data for approval and install according to Drawings.
- 7.4 **Hardware**—Furnish and install Stanley PHI Apex Exit Devices (Precision Hardware) 2200 Series Vertical Rod Exit Device with alarm, Model #2201ALK-3 x RHRB (right side latching) or LHRB (left side latching) x door size. The vertical rods are to have rod guards installed and security screws installed in all the unit's covers. All guards and screws shall be from the dealer/installation technician. The key cylinder shall be 1-1/4" C-4 Cam and receive a Best Hardware core. The device shall include "Emergency Exit" decal. Other door hardware shall include non-removable pin hinges, surface mounted closers, coordinator, metal astragal, hold-open devices, peep-hole, weather-stripping, and 1/4" low-profile thresholds, which are to be coordinated with door size for proper fit. All hardware shall be US26D Satin Chromium finish.
- 7.5 **Miscellaneous**—Provide two 6" O.D. concrete-filled posts at delivery area to prevent trucks from damaging door(s) and building (if loading/docking facilities are not available). Posts shall receive two coats rust-proof red or yellow paint. Install according to Drawings.

Section Eight—Roof

- 8.1 **General**—Roof shall be constructed in compliance with acceptable trade practices and free from leaks.
- 8.2 **Canopy**—Any canopy projection constructed shall be installed to cover sidewalk area or otherwise, as agreed upon by the Construction Manager.
- 8.3 **Drains**—Roof drains (gutters and downspouts) shall be in compliance with acceptable trade practices and local codes.
- 8.4 **Insulation**—The ceiling or roof insulation shall have a minimum R-20 rating with a vapor retarder of 1 perm or less and be located at the structural plane of the ceiling. Insulation shall not be installed atop suspended ceiling tile.

Section Nine—Ceilings

- 9.1 **Sales Area**—Ceiling shall be 24" x 48" x 3/4" Armstrong Dune "Second Look II" – scored 9/16" angled tegular lay-in tile #2722 with 9/16" Suprafine exposed tee system. The perimeter of the Sales area to be suspended drywall as specified on Drawings. Finished height, tile layout, and tile/drywall transition shall be as shown on the Drawings.
- 9.2 **Toilet Rooms**—Ceiling shall be 24" x 24" x 5/8" Armstrong Cortega angled tegular lay-in tile #703 suspended on white grid.
- 9.3 **Stock Area**—Stock room shall be exposed to roof underside.
- 9.4 **Center Raft**—Construct center raft element of dimensions, materials, and finishes as specified on Drawings. Coordinate with the PLCB to insure the Raft is centered over the Center Table/Office area.

Section Ten—Plumbing

- 10.1 **General**—All piping shall be lead free. All water lines shall have shutoff valves at the fixture.

- 10.2 Mop Sink—This sink shall be an in-floor unit installed at location specified on the Drawings and equipped with a threaded bibcock for hose attachment. "Splash guards" shall be installed on the surrounding walls.
- 10.3 Hot Water Heater—Install and maintain a hot water heater with capacity of 6 gal. Unit shall meet or exceed all energy-efficient factors. Unit shall be installed above restroom ceiling.
- 10.4 Drinking Fountain—Install and maintain drinking fountain, Oasis Versacooler II Split-level Water Cooler P8ACSL, or approved equal. Unit denoted by "EWC" on drawings. Installation must be ADA-compliant and accompanied by electrical outlet designated on drawing, water and drain plumbing, and wall splash guard.

Section Eleven—Toilet Rooms

- 11.1 General—Construct Toilet Rooms as specified on Drawings. Toilet Rooms shall be in accordance with Act 235 and its Amendments and the ADA.
- 11.2 Doors—Toilet Rooms shall have pre-finished solid core wood doors, 3'-0" x 6'-8" minimum dimensions, operable by a single effort. Each door shall include a lever handle, closer, hinges and privacy lockset.
- 11.3 Fixtures—Each Toilet Room shall have white fixtures, including: One 1.6 GPF wall-hung toilet with flush valve (assuming adequate water supply); One 0.5 GPM undercounter sink; and, One 1.0 GPF wall-hung urinal in the Men's Room.
- 11.4 Countertop—Provide and install the countertops as indicated on the Drawings. Countertops to be "Formstone" solid surfacing material as manufactured by Avonite Surfaces, or approved equal.
- 11.5 Accessories—Each Toilet Room shall be equipped with the following accessories as manufactured by Bobrick Washroom Equipment, or approved equal: Lavatory Mounted Soap Dispenser B-8221; Paper Towel Dispenser & Waste Receptacle B-369; Toilet Tissue Dispenser B-6977; Robe Hook B-6727 (back of door); Mirror B-165 2436; and, Grab bars as required in satin finish with peened gripping surface. All accessories and mounting locations of same shall be in compliance with ADA and authorities having jurisdiction.
- 11.6 Exhaust Fan—Furnish and install Nutone #8814R fixture on separate switch and ducted to the outdoors in each restroom. Ventilation requirement is 110 CFM.
- 11.7 Signage—Furnish and install toilet room identification signage in compliance with ADA Accessibility Guidelines.

Section Twelve—Electrical

- 12.1 General—The Lessor shall have all electrical work designed by a professional engineer registered in the Commonwealth of Pennsylvania. Furnish and install all necessary electric wiring, outlets, wall receptacles, junction boxes, switches, light fixtures, signal system, and circuit breaker panel with appropriate metering device. The Lessor shall furnish Underwriters Laboratories certificate upon completion. Phone and Data wiring shall be as required per Drawings with proper terminations.
- 12.2 Coordination—Provide cutting, trenching and patching of slab areas as may be required for electrical installations. Electrical Contractor shall coordinate his Work with the installation of the fixtures, tables and displays being furnished and installed by the PLCB. LED lights pre-installed in the category sign boxes on top of the wall units to be tied together and switched separately by the Electrical Contractor. Provide all necessary wiring runs and connections for equipment at the center table area. Power to the center table area shall be run under the slab unless approved otherwise by the PLCB. Pendant light fixtures over display tables and gondolas are to be centered over the final positioning of each display unit.
- 12.3 Service—The electrical service shall be sized to adequately handle the design loads of the PLCB space, including built-in factors of safety as recommended by the National Electric Code or other authorities having jurisdiction, but not less than 200 amp. The main entrance switch and multi-circuit panel shall be installed at a location in the storeroom area designated on Drawings or otherwise agreed upon.
- 12.4 Receptacles/Switches
 - 12.4.1 Wall Duplex Receptacles—Provide and install receptacles as described and in locations shown on the Drawings.

12.4.2 Wall Junction Boxes—Provide and install wall junction boxes as described and in locations shown on the Drawings.

12.4.3 Ceiling Junction Boxes—Provide and install junction boxes above the ceiling as described and in locations shown on the Drawings.

12.4.4 Light Switches—Provide and install switches as required and in locations as indicated on the Drawings.

12.4.5 Finishes—All switches and receptacles to be colored Brown. All switch, receptacle and other miscellaneous device plates are to include a Stainless Steel finish.

12.5 Electronic Register Wiring

12.5.1 Electric—Provide two (2) circuits at each register. The designated junction boxes shall contain two separate lines of 12/2 gauge wire on single-pole 20 A circuits. At least one shall have an isolated ground, a reading of $117\text{ V} \pm 10\%$ and, when switched off, a reading of $0\ \Omega$. The other line shall also have a ground. The PLCB will take the wiring from the stub up, distribute through the check-out area, and make final connections.

12.5.2 Ethernet—Provide one (1) separate CAT-5E Ethernet cable to each register. Provide additional cable runs as may be indicated on the PLCB drawings.

12.6 Office Computer Wiring

12.6.1 Electric—The designated junction boxes shall contain one dedicated line of 12/2 gauge wire on a single pole 20A circuit. The line shall have an isolated ground, a reading of $117\text{ V} \pm 10\%$ and, when switched off, a reading of $0\ \Omega$. An additional separate isolated covered ground wire must be provided. The PLCB will take the wiring from the stub up, distribute through the check-out and office area, and make final connections.

12.6.2 Ethernet—Provide three (3) separate CAT-5E Ethernet cables to the Manager's Office to service the store controller PC, the business PC, and the store printer. Coordinate with the PLCB for final locations. Provide additional cable runs as may be indicated on the PLCB drawings.

12.7 Access Panels—Provide adequate metal access panels as required for servicing and testing of equipment and devices, and for access to all hidden shut-off valves. Coordinate all locations with the PLCB.

Section Thirteen—Lighting

13.1 General—All systems shall be designed by a professional engineer registered in the Commonwealth of Pennsylvania. The number of fixtures for general overhead lighting shown on the Drawings is only an estimated quantity. The professional engineer shall dictate the number of fixtures required to meet the illumination levels specified herein. Final design shall meet the requirements of the IECC.

13.1.1 General Sales Area Lighting—Standard retail area illumination shall be 2' x 2' LED fixtures, type LR24-32SKA35 by Cree Lighting, for the type F-8 fixtures. Average illumination at 3'-0" above finished floor shall be 55 ft-c maintained while consuming a maximum of 1.8 W per square foot. Location of all primary ceiling fixtures, as well as any additional down-lights and track-lights, shall be as designated on the Drawings. All light fixtures shall have energy-efficient electronic ballasts with a minimum power factor of 90%. Furnish and install a complete set of 24-watt PAR38 lamps with 3000 K color temperature in the various down-lights as indicated. Use compact fluorescent lamps in the type F6C pendant fixtures P8825-01 with P5198-09 stems by Progress Lighting.

13.1.2 Stock Area Lighting—Average illumination at 3'-0" above finished floor shall be 30 ft-c maintained while consuming a maximum of 0.66 W per square foot. Fixtures shall be 48" long 2-tube fluorescent T8 general purpose strip lights, type C232MV. All fixtures shall be installed at the same level and operated by occupancy sensors.

13.1.3 Toilet Rooms—Furnish and install in each Restroom two 2' x 2' general purpose T8 Troffer recessed lay-in fixtures, type 2GT8-3-U31-A12-MVOLT-GEB10RS by Lithonia or approved equal. Lights shall be controlled by an occupancy sensor.

- 13.1.4 Night Lights—A minimum of four fixtures shall be designated as continuous night lights in the Retail area and two fixtures in the Stock area as described on Drawings and placed on a separate circuit.
- 13.1.5 Emergency Lighting—Furnish, install and maintain an automatic, maintenance-free, emergency lighting system as designated on Drawings and as required by L&I. This system shall be integrated with the recessed light fixtures.
- 13.1.6 Exit Lighting—Furnish and install ELR-R clear acrylic, recessed mounted, edge lit, one-sided exit sign with red LED, white housing by The Exit Light Company. This lighting shall be circuited with the emergency lighting.
- 13.1.7 Switches—Switch locations and level of light fixture control to be approved by the PLCB prior to start of installation.
- 13.1.8 Specialty Lighting—Furnish and install a total of six (6) wall sconces, type WM-37 by Schoolhouse Electric Co. (two per Toilet Room and two at the Premium Wine Display wall unit). Finish to be in "Satin Nickel".
- 13.2 Entrance—Provide a minimum of 10 ft-c consuming a maximum of 10 W per square foot of canopied area at front entrance to match existing decor where applicable. These fixtures and lamps shall also be energy-saving exterior fluorescent with 90% minimum power factor electronic ballasts.
- 13.3 Delivery Door and Exit Door Lights—Provide a vapor-proof light fixture with guard at exterior doors, such as Lithonia model TWL-35S-120-PE-LPI-DBL with accessories TWLMA and TWLWG. Fixtures shall provide a minimum of 20 ft-c and consume a maximum of 20 W per linear foot of door opening.

Section Fourteen—Heating, Ventilation, and Air Conditioning (HVAC)

- 14.1 General—Furnish, install and maintain a fully automatic forced air (duct) heating system with filters capable of heating the space from 0° F outdoor design temperature to 70° F indoor design temperature at prevailing wind conditions. Provide adequate air return to system. Ducts shall be concealed above suspended ceiling and insulated to a minimum R-8 rating when located outside the building thermal envelope. Furnish heating system data such as load calculations, make, model, BTU output, number of filters and their type, size and location. Furnish, install and maintain air conditioning equipment sufficient in capacity to cool the space from 95° F outdoor design temperature to 72° F indoor design temperature with maximum 50% indoor relative humidity, supplying a minimum of 15 CFM fresh air per person (average eight). Air conditioning unit shall use the same duct distribution system as the heating system above the entire leased area. Furnish air conditioning system data such as load calculations, make, model, size, compressor location, number of filters and their type, size and location. If load calculations are done using computer software, include inputs, outputs and software description. All systems shall be designed by a professional engineer registered in the Commonwealth of Pennsylvania, meeting the requirements of the IECC.
 - 14.1.1 Three-Phase Electric Systems—The minimum seasonal energy efficiency ratio (SEER) for three-phase electric central systems shall be 12.0 for units rated at 5 tons and under. For units 6 tons or larger, the minimum energy efficiency ratio (EER) shall be 10.5. A standard rating of 95° F db shall be used.
 - 14.1.2 Air-Cooled Heat Pump Systems—The minimum heating seasonal performance factor for air-cooled three-phase electric central air conditioning heat pump systems shall be 7.5 and have a minimum coefficient of performance (COP) of 3.5 at a high temperature rating of 47° F db in the heating mode.
 - 14.1.3 Water- or Evaporatively-Cooled Heat Pump Systems—The minimum SEER for water- or evaporatively-cooled central air conditioning heat pump systems shall be 12.0 at a standard rating of 85° F entering-water temperature for water-source and water-cooled equipment and 95° F db outdoor temperature for evaporatively-cooled equipment and have a minimum COP of 4.0 at a standard rating of 70° F entering-water in the heating mode.
 - 14.1.4 Combustion Furnaces and Boilers—The minimum thermal efficiency at the maximum rated capacity of combustion furnaces and boilers shall be 85%. All systems shall have mechanically induced draft utilizing outside combustion air.
- 14.2 Toilet Room Heating—If direct line ceiling ducts are not practical, furnish and install electric heaters with separate occupancy-type thermostat control such as Clark model C-1 in toilet room area(s).
- 14.3 Heater Room—If the heating unit is a floor-standing type, it shall be enclosed in a properly fire-rated room as required by local codes.

- 14.4 Electric Heating—Radiant electric resistance heating shall not be used as a primary heat source.
- 14.5 Utilities—All heating system requirements shall be within the guidelines established by the local utility companies. The Lessor shall install and maintain the appropriate metering system(s) with demand measurement as required by the local utility companies. Minimum amperage shall be increased to a level necessary to provide adequate service.
- 14.6 Thermostat(s)—Lessor shall provide and install digital, programmable, light-sensing automatic night setback thermostat(s) compatible with HVAC unit such as Lightstat (Model TME-AVU) as manufactured by Lightstat, Inc. or equal as approved by the Construction Manager. Location of control(s) shall be on Drawings. There shall be one thermostat per HVAC unit.

Section Fifteen—Exterior Signage

- 15.1 General—Furnish, install and maintain internally lit rectangular box sign utilizing brown (PMS 1817C) vinyl on white panel, or equal as approved by the Construction Manager, on the main canopy/fascia. Sign to read, "FINE WINE & GOOD SPIRITS". This sign shall be of maximum size allowed by local codes and consume a maximum of 0.2 W per square foot of signage.
- 15.1.1 Timer—Power to canopy/fascia signage shall be controlled through a 24-hour, seven-day timer to be installed and maintained by the Lessor. The location of sign timer shall be in the vicinity of the multi-circuit electrical panel.
- 15.1.2 Graphics—Electronic art file for sign panel shall be provided by the Construction Manager. Graphic elements otherwise specified may include (but are not necessarily limited to) proportionate letter size, letter spacing, letter shape (font), letter color(s), background color(s), choice of any additional characters, icons, or borders and their proportionate size, shape, specific location and color(s).
- 15.2 Pylon—If allowed by local codes, furnish, install and maintain store signage, or equal identification as approved by the Construction Manager, on roadway pylon standard. Its size may be based on PLCB's proportionate area of occupancy with respect to other tenants. Non-graphic elements (type of material, method of illumination, etc.) shall be consistent with those of other tenants' pylon signage. Graphics shall be provided by the Construction Manager as specified in 15.1.2.
- 15.3 Under-Canopy Signage—If neighboring spaces feature under-canopy/above-sidewalk tenant identification, furnish, install and maintain store signage, or equal identification as approved by the Construction Manager. Size and other non-graphic elements (type of material, method of illumination, etc.) shall be consistent with those of other tenants' under-canopy signage. Graphics shall be provided by the Construction Manager as specified in 15.1.2.
- 15.4 Fees—All fees connected to the installation and maintenance of signage shall be the responsibility of the Lessor.

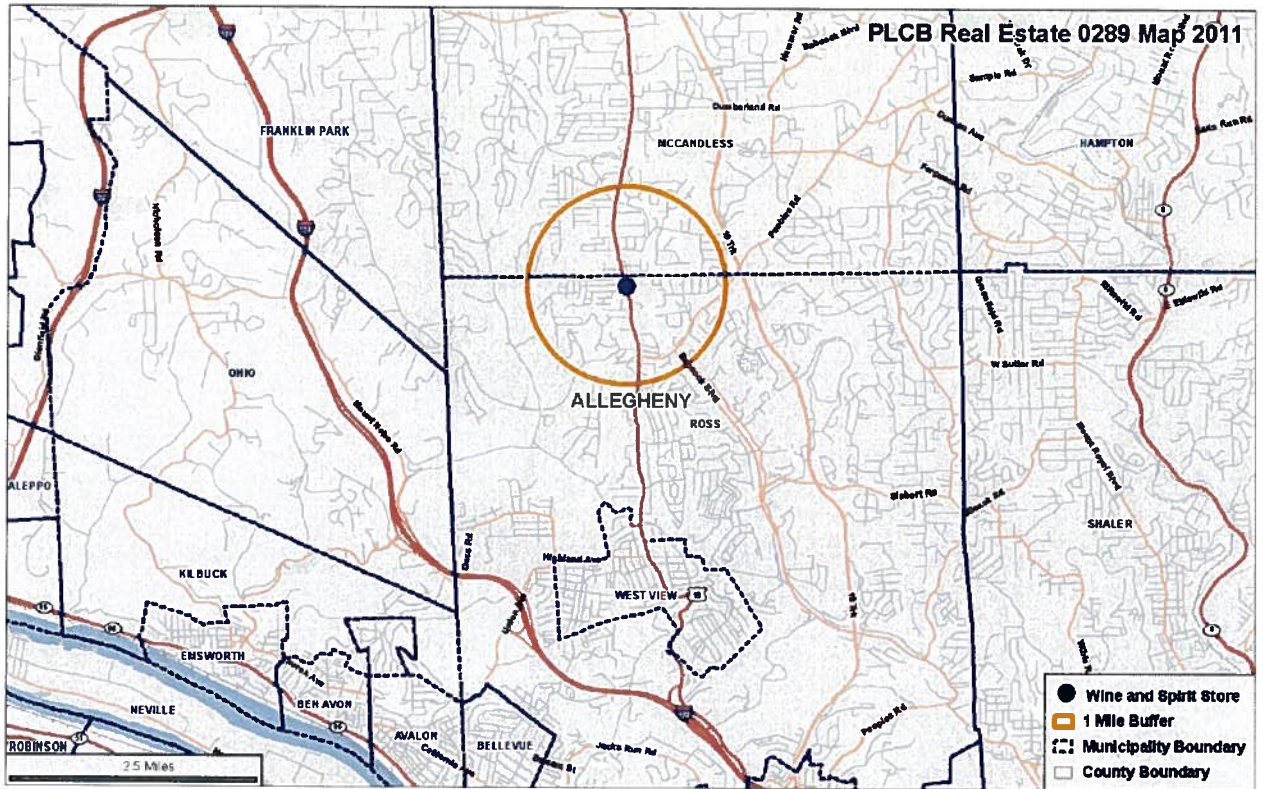
Section Sixteen—Special Systems

- 16.1 Signal Systems
- 16.1.1 Wireless Annunciator System—Furnish and install an OPTEX Wireless 1000 Annunciator System for front entrance/exit doors. One sensor transmitter TD-10 is required for each doorway. Chimebox with relay RC-10 (receivers) shall be installed in locations specified on Drawings.
- Note: Receivers require outlets approximately 2' below ceiling. Transmitters are located above doors and are battery-operated.
- 16.1.2 Delivery Door Bell—Furnish and install a bell system ("Edward" #740 with #590 transformer) to be connected to a waterproof push button outside the rear delivery door ("Edward" #603). Bell will ring in both the retail and wholesale areas in locations specified on Drawings approximately 2' below ceiling.
- 16.1.3 Interior Buzzer—Furnish and install an Edwards Miniature Lungen Buzzer unit (15-1AB AC/DC) with Edwards 590-series Class 2 signaling transformer mounted as designated on Drawings with 120V duplex receptacle. Run two-strand low voltage buzzer wire from buzzer location to the front cash register area, coiling at least 25' extra above ceiling.

- 16.2 Telecommunications Wiring—Furnish and install material to pre-wire premises, and install necessary modular jacks for phone and data installations as shown on the Drawings. All wiring must be run to the point of demarcation. Final connections and telephones are provided by the PLCB. All wiring must be CAT-5E cable.
- 16.3 Fire Alarm System—If required by code, provide, install and maintain approved fire alarm system in compliance with local building codes and Fire Marshal. System to consists of smoke and heat detectors, horns, strobes and associated control panel. All devices should be ceiling hung.
- 16.4 Fire Suppression System
- 16.4.1 Sprinkler System—If required by code, provide, install and maintain an overhead wet-pipe sprinkler system for protection in all areas if required by code. Provide semi-recessed heads in the Retail area. System to be in compliance with the PA Department of Labor & Industry, and all other authorities having jurisdiction.
- 16.4.2 Fire Extinguishers—Provide and install 10 lbs. ABC dry chemical type fire extinguishers as required by the local municipality. Mounting hooks are an acceptable method of installation. Locations should include, but are not necessarily limited to the Office area, and the Stockroom area. Locations in the Retail area to be approved by the Construction Manager.
- 16.5 Sound System—Furnish and install one Atlas Sound AA35 70V powered mixer amplifier (35W, three-channel), one Sangean HDT-1X high fidelity AM/FM/HD Radio receiver, and three pairs of Speco Technologies Nexus Contractor Series 6.5" 70V metal back-can speakers (SP6NXCTUL). Locations of these components will be specified on Drawings. Furnish and install all necessary wiring between components. Speakers should be run out of the 70V output of the amplifier. The wattage setting in the high-voltage mode of use should be at 3.7W.

--- END ---

Appendix D



Appendix E



**BUREAU OF MINORITY
AND WOMEN BUSINESS
OPPORTUNITIES**

**Business Classification
Codes:**

Real Estate:

- Appraisal Services
80131802
- Land Leasing
80131500

Building & Grounds

Service Codes:

- Building Support
72101500
- Roofing & Siding
72101600
- Concrete Work
72101700
- Carpentry
72102600
- Grounds Maintenance
72102900
- HVAC
72151200
- Safety & Security
72151700
- Windows & Doors
72512400
- Floors
72512500
- Cleaning & Maintenance
76111500

**Administrative & Other
Professional Services:**

- Computer Programmers
81111600
- Hardware Maintenance
& Support
81112300
- Facilities Management
81141800
- Telecommunications
81161700
- Property Insurance
84131500

Finding PA State Certified Minority-Owned and Women-Owned Businesses (MBEs and WBEs)

Basic Instructions for Searching by Business Classification Codes (Limited Selection Provided on the Left):

Go to:

www.dgsweb.state.pa.us/mbewbe/VendorSearch.aspx

- Enter the Code in the *Business Classification Code* field
- Change items per page to *ALL*
- Click on *Search*
- Click on business listing for more information on a specific business

To Find a Business Classification Code:

- Click on "Code Look Up"
- Select Service Codes or Goods Codes
- Enter a Classification Description (i.e. HVAC)
- Click on Search
- Click on one of the codes.
- Click on Search for a listing of vendors.

To save your search results:

- Click on *Search Results to Excel*

To see a list of **all certified firms (over 2000):**

- Leave all fields blank
- Change items per page to *ALL*
- Click on *Search*

To save the entire database:

- Click on *All Vendor Data to Excel*

Please call our office for additional assistance.

This publication is provided by

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