



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposal (SFP) #94762 to lease to the Commonwealth approximately 14,000 to 18,000 net usable square feet of Retail space in West Chester, Chester County, Pennsylvania. The space will be occupied by the Pennsylvania Liquor Control Board.

The availability of private and/or public parking should be included in proposals.

Enclosed you will find SFP #94762 which includes 5 appendices, including a sample draft 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 utilizing the enclosed forms.** Proposals must be addressed to the Bureau of Real Estate, **Attn: Teresa Forbes SFP #94762**, Room 503, North Office Building, Harrisburg, Pennsylvania 17125 and received by the Commonwealth of Pennsylvania by **3:00P.M., October 30, 2015. PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.**

**PLEASE NOTE THAT SFPs ARE NOT PUBLIC BID OPENINGS.**

**Your proposal must be submitted in a sealed envelope. THE ENVELOPE MUST BE MARKED WITH: SFP #94762, PLCB, Teresa Forbes Real Estate Coordinator, 14,000 to 18,000 square feet, AND the DUE DATE of 10/30/15. 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 5 of this 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 7 of this 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 **Teresa Forbes** directly at **(717) 783-0829**.

**503 North Office Building, Harrisburg, PA 17125  
Telephone: 717-787-4394 FAX No: 717-783-0570**

**SOLICITATION FOR PROPOSAL (SFP) #94762**

West Chester, Chester County

**Date of Issue:**  
September 21, 2015

**Issuing Office:**  
Department of General Services  
Bureau of Real Estate  
Room 503 North Office Building  
Harrisburg, Pennsylvania 17125  
(717) 787-4394

## Table of Contents

|   | <u>Pages</u>                        |
|---|-------------------------------------|
| I. General Information for the Proposer | 4-8                                 |
| II. Proposal Requirements               | 9-10                                |
| Appendix A                              | Lease Standard Terms and Conditions |
| Appendix B                              | Required Documents                  |
| Appendix C                              | Building Specifications             |
| Appendix D                              | Commonwealth Requirements           |
| Appendix E                              | Geographic Boundaries               |

## **I. GENERAL INFORMATION FOR THE PROPOSER**

### **PURPOSE**

The purpose of this Solicitation for Proposal (SFP) is to obtain proposals to provide approximately 14,000 to 18,000 net usable square feet of **warehouse** and **office** space.

The space must be located within the following boundaries:

**Within a Five (5) mile radius of 933 Paoli Pike, West Chester, Chester County.**

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 (10) -year lease (with options for two (2) Five (5) year renewal terms) to be occupied by the PA Liquor Control Board.

The availability of private and/or public parking should be included in proposals.

### **ISSUING OFFICE**

The Department of General Services (DGS), Bureau of Real Estate, issues this SFP for the Commonwealth. The point of contact is:

Tereasa Forbes  
Department of General Services  
Bureau of Real Estate  
Room 503 North Office Building  
Harrisburg, PA 17125  
(717) 783-0829

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

### **SCOPE**

This SFP contains 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/landi/li\\_apps/requestPW.asp](http://www.dli.state.pa.us/landi/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.*

### **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 in substantially the same form as the sample lease 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 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**

- **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.
- **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.

- **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 SFP and all attachments are the second, and the Proposal is the third.



## II. 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:

- a. All Utilities
  - b. Janitorial Services and Supplies (please check the janitorial schedule included in the Agency Specifications attached to this SFP.)
  - c. Trash Removal
  - d. Snow and Ice Removal
  - e. Sewer and Water
  - f. Lawn and Shrub Care
  - g. Acquisition of the Site
  - h. Permitting
  - i. All Professional Fees
  - j. Financing
  - k. Building Construction
  - l. Real Estate Taxes
  - m. 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. **Prevailing Wage Pre-determination issued by the Department of Labor & Industry**

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 **Paragraph 18** of the draft lease agreement (APPENDIX A), and will include how

the proposer plans to meet its proposed final completion date. 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:

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

**APPENDIX A**

**LEASE STANDARD TERMS AND  
CONDITIONS**

**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**

|  |
|--|
|  |
|  |
|  |

**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 (3) months at the same rental as specified in the preceding 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 six (6) calendar month(s) following LESSOR's receipt of a fully executed LEASE or if the PREMISES are not ready for occupancy within two hundred and seventy (270) 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 is 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 un-tenantable 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 un-tenantable.
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. **Lessor to provide all account and meter information to allow uninterrupted transfer of services.**
- (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. 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.

18. **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 un-tenantable 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.
19. **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.
20. **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.
21. **INTERPRETATION.** This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth.
22. **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:

Bureau of Real Estate  
 503 North Office Building  
 Harrisburg, PA 17125

23. **No rents shall be due or payable under the Lease prior to the date of approval, or such other dates as approved by the Board of Commissioners of Public Grounds and Buildings. There is no obligation or signal of intent by the Lessee until such approvals are granted.**
24. **NOTE. It is mutually understood and agreed that this document is a draft lease. It is what had been known in the past as a rental option. If the terms and conditions of the agreement are approved by the PLCB, it will be changed into a Lease format and returned for further signature. Once the formal lease is signed and returned, it will be processed for further approvals. The lease is not approved until final approvals are granted. It is also understood that currently, the lease format is going through a review and that wording may be changed or modified between this draft lease and the formal lease document. It is the responsibility of the proposed lessor to review both document forms.**
25. **State the nature of any encumbrance on the property and date and place of record (Deferment of lien papers to accompany lease) Mortgage:** \_\_\_\_\_

27. **EXHIBITS.** Included in and made part of this LEASE are the following exhibits:

- A—Right to Know
- B—Contractor Responsibility Certification
- C—Americans with Disabilities Act
- D—Nondiscrimination/Sexual Harassment
- E—Contractor Integrity Provisions for Commonwealth Contracts
- F—Insurance
- G—Asbestos
- I—Payment of Prevailing Minimum Wages
- 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"**  
**RIGHT TO KNOW LAW REQUIREMENTS**

- a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, applies to this LEASE.
- b. If the LESSEE needs the LESSOR'S assistance in any matter arising out of the RTKL related to this LEASE, it shall notify the LESSOR using the legal contact information provided in this LEASE. The LESSOR, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the LESSEE.
- c. Upon written notification from the LESSEE that it requires the LESSOR's assistance in responding to a request under the RTKL for information in the LESSOR's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the LESSOR shall:
1. Provide the LESSEE, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the LESSOR's possession arising out of this LEASE that the LESSEE reasonably believes is Requested Information and may be a public record under the RTKL; and
  2. Provide such other assistance as the LESSEE may reasonable request, in order to comply with the RTKL with respect to this LEASE.
- d. If the LESSOR considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the LESSOR considers exempt from production under the RTKL, the LESSOR must notify the LESSEE and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the LESSOR explaining why the requested material is exempt from public disclosure under the RTKL.
- e. The LESSEE will rely upon the written statement from the LESSOR in denying a RTKL request for the Requested Information unless the LESSEE determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the LESSEE determine that the Requested Information is clearly not exempt from disclosure, the LESSOR shall provide the Requested

**Information within five (5) business days of receipt of written notification of the LESSEE'S determination.**

**f. If the LESSOR fails to provide the Requested Information within the time period required by these provisions, the LESSOR shall indemnify and hold the LESSEE harmless for any damages, penalties, costs, detriment or harm that the LESSEE may incur as a result of the LESSOR'S failure, including any statutory damages assessed against the LESSEE.**

**g. The LESSEE will reimburse the LESSOR for any costs associated with complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL if the fee schedule is inapplicable.**

**h. The LESSOR may file a legal challenge to any LESSEE decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the LESSOR shall indemnify the LESSEE for any legal expenses incurred by the LESSEE as a result of such a challenge and shall hold the LESSEE harmless for any damages, penalties, costs, detriment or harm that the LESSEE may incur as a result of the LESSOR'S failure, including any statutory damages assessed against the LESSEE, regardless of the outcome of such legal challenge. As between the parties, the LESSOR agrees to waive all rights or remedies that may be available to it as a result of the LESSEE's disclosure of Requested Information pursuant to the RTKL.**

**i. The LESSOR's duties relating to the RTKL are continuing duties that survive the expiration of this LEASE and shall continue as long as the LESSOR has Requested Information in its possession.**

**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](http://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 CLAUSE

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each subcontractor shall not discriminate in violation of PHRA and applicable federal laws against any subcontractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
7. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the Commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The Commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

## Exhibit E---CONTRACTOR INTEGRITY PROVISIONS

It is essential that those who seek to contract with the Commonwealth of Pennsylvania ("Commonwealth") observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth contracting and procurement process.

**1. DEFINITIONS.** For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Section:

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

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

- a. Contractor shall maintain the highest standards of honesty and integrity during the performance of this contract and shall take no action in violation of state or federal laws or regulations or any other applicable laws or regulations, or other requirements applicable to Contractor or that govern contracting or procurement with the Commonwealth.



- b.** Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to the Contractor activity with the Commonwealth and Commonwealth employees and which is made known to all Contractor employees. Posting these Contractor Integrity Provisions conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contract services are performed shall satisfy this requirement.
- c.** Contractor, its affiliates, agents, employees and anyone in privity with Contractor shall not accept, agree to give, offer, confer, or agree to confer or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order of the Governor of Pennsylvania, statement of policy, management directive or any other published standard of the Commonwealth in connection with performance of work under this contract, except as provided in this contract.
- d.** Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this contract, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to Contractor's financial interest prior to Commonwealth execution of the contract. Contractor shall disclose the financial interest to the Commonwealth at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.
- e.** Contractor certifies to the best of its knowledge and belief that within the last five (5) years Contractor or Contractor Related Parties have not:
  - (1)** been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
  - (2)** been suspended, debarred or otherwise disqualified from entering into any contract with any governmental agency;
  - (3)** had any business license or professional license suspended or revoked;
  - (4)** had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
  - (5)** been, and is not currently, the subject of a criminal investigation by any federal, state or local prosecuting or investigative agency and/or civil anti-trust investigation by any federal, state or local prosecuting or investigative agency.

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

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

## **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 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.



#### PREVAILING WAGES PROJECT RATES

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.

<http://www.portal.state.pa.us/portal/server.pt?open=514&objID=622703&mode=2>

Chester County

**APPENDIX B**  
**COMMONWEALTH OF PENNSYLVANIA**  
**REQUIRED DOCUMENTS**

1. GSRE-19 Proposal to Lease Space to the Commonwealth
2. GSRE-6 Lessor Identity Disclosure (*see attached instructions*)
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 the Commonwealth
6. GSRE-63 Acknowledgment/Useable Area Definition

*Forms listed above are available electronically at the link below*

<http://www.portal.state.pa.us/portal/server.pt?open=512&objID=1346&&SortOrder=100&level=2&parentid=1231&css=L2&mode=2&cached=true>

7. Prevailing Wage Pre-determination from the Department of Labor and Industry (*go to [http://www.dli.state.pa.us/landi/li\\_apps/requestPW.asp](http://www.dli.state.pa.us/landi/li_apps/requestPW.asp) and request the prevailing wages. See attached instructions and Page 6 of this SFP for additional information*)

## **APPENDIX C**

### **BUILDING SPECIFICATIONS**



COST BREAKDOWN  
PLCB TENANT IMPROVEMENT WORK

| ITEM | DESCRIPTION                        | COST | COST PER SQUARE<br>FOOT |
|------|------------------------------------|------|-------------------------|
| 1    | GENERAL REQUIREMENTS               |      |                         |
| 2    | SELECT DEMOLITION                  |      |                         |
| 3    | CONCRETE                           |      |                         |
| 4    | MASONRY                            |      |                         |
| 5    | METALS                             |      |                         |
| 6    | ROUGH & FINISH CARPENTRY           |      |                         |
| 7    | THERMAL & MOISTURE PROTECTION      |      |                         |
| 8    | WOOD DOORS                         |      |                         |
| 9    | HOLLOW METAL DOORS & FRAMES        |      |                         |
| 10   | ALUMINUM ENTRANCE SYSTEM & GLAZING |      |                         |
| 11   | FINISH HARDWARE                    |      |                         |
| 12   | TRAFFIC DOOR                       |      |                         |
| 13   | METAL STUDS & GYPSUM BOARD         |      |                         |
| 14   | ACOUSTICAL CEILINGS                |      |                         |
| 15   | VINYL TILE FLOORING                |      |                         |
| 16   | CARPET TILE FLOORING               |      |                         |
| 17   | PAINTING                           |      |                         |
| 18   | TOILET ACCESSORIES                 |      |                         |
| 19   | FIRE EXTINGUISHERS                 |      |                         |
| 20   | EXTERIOR SIGNAGE                   |      |                         |
| 21   | SPRINKLER SYSTEM                   |      |                         |
| 22   | PLUMBING                           |      |                         |
| 23   | HVAC SYSTEMS                       |      |                         |
| 24   | ELECTRICAL LIGHTING PACKAGE        |      |                         |
| 25   | ELECTRICAL - ALL OTHER             |      |                         |
| 26   | PHONE & DATA CABLING               |      |                         |
| 27   | FIRE ALARM SYSTEM                  |      |                         |
| 28   | FINAL CLEANING                     |      |                         |
|      | TOTAL COST                         |      |                         |

# **EXHIBIT “J” – SPECIFICATIONS - TEMPLATE**

## **Licensee Service Center**

May 9, 2014

### **Section One—General Requirements**

#### **1.1 Scope**

- 1.1.1 The specifications cover all labor, materials, equipment, drayage and installation at the above location as specified herein and are subject to the times, terms and conditions of the lease and any extension or renewals thereof.
- 1.1.2 The space is located at [REDACTED], Pennsylvania. The total Rentable Square Footage is [REDACTED] SF.

#### **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 **Scaling**—The PLCB drawings are not to be scaled for dimensional information. Dimensional questions of any kind, along with any discovered conflicts or discrepancies related to same, shall be brought to the attention of the PLCB before proceeding with the work in question.
- 1.2.3 **Drawings**—The drawings shall consist of the PLCB drawings entitled “LSC”, consisting of: Sheet A-1 “Floor Plan” dated [REDACTED]; and, Sheet E-1 “Lighting & Power Plan” dated [REDACTED]. The Lessor shall be responsible to furnish any additional drawings as may be required for permitting purposes and/or for actual construction.
- 1.2.4 **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 drawings provided by the PLCB and the Lessor as described in 1.2.3.
- 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 **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) 2009, and the Americans with Disabilities Act (ADA), latest adopted edition.

- 1.3.3 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.
- 1.3.4 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.
- 1.3.5 Finishes—All colors, types and textures of finishes must be approved by the Construction Manager. Such approval shall not be unreasonably withheld.
- 1.3.6 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.
- 1.3.7 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. Demo work to include, but is not necessarily limited to the following: 1) xxxxx; 2) xxxxxxxx; and, 3) xxxxxx. Extent of work shall be as required to achieve the intended final results. 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 the PLCB’s tow motors and pallet jacks. All low spots are to be filled in, and all high spots are to be ground down smooth. Level tolerance in the space is +/- 1/8” in 10’.

- 3.2 Preparation—Following the removal of existing floor coverings as may be required to produce the intended results, thoroughly clean the existing concrete by removing all glue and other contaminants. Provide skim coating and flash patching operations as needed for the proper installation of new flooring and/or coatings. Insure that all control and construction joints are properly filled flush to the slab surface and are in a stable condition.
- 3.3 Finished Flooring
- 3.3.1 Carpet—All carpeted areas shall receive new 18”x18” carpet tiles. Tiles to be tufted nylon, minimum 24 oz. face weight, with cushioned backs. Tiles to be as manufactured by Shaw Contract Group, Mohawk Industries, or approved equal. Final selections to be by the PLCB
- 3.3.2 Vinyl Composition Tile—Provide vinyl tile in the Restrooms and Break Room. Vinyl composition tile to be as manufactured by Armstrong World Industries, Inc., and chosen from the Standard Excelon Imperial Texture series.
- 3.3.3 Vinyl Cove Base—Provide 4” vinyl base in all areas receiving finished flooring. Base to be as manufactured by Armstrong World Industries, Inc. Color as selected by the PLCB.
- 3.3.4 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
- 3.3.5 Concrete Sealer—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.
- 3.3.6 Finishing and Protection—All vinyl flooring shall be cleaned and polished prior to turnover as per manufacturer’s recommendations. Prior to polishing, apply 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. All vinyl flooring shall receive a minimum of two coats of polish.

#### Section Four—Miscellaneous Metals

- 4.1 Stairs—Provide one set of prefabricated steel stairs with associated handrails and railings at the loading dock area.
- 4.2 Bollards—Provide 6” diameter steel bollards filled with concrete at the exterior stairs and drive-in door.
- 4.3 Channels—Provide structural channel shapes for all jambs and headers at overhead door openings.

#### Section Five—Doors, Hardware & Windows

- 5.1 Entrance System—Provide an aluminum storefront with the entry/exit passageways as shown on the Drawings. Tubular framing at doors shall be reinforced to prevent forced entry.
- 5.2 Windows—Provide aluminum framed windows as shown on the Drawings.
- 5.3 Glass & Glazing—Provide insulated glass units for all exterior doors and windows as required.
- 5.4 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.
- 5.5 Hollow Metal Frames—Frames to be hollow metal, 16 gauge, as manufactured by Republic Doors and Frames, or approved equal. All exterior frames shall be galvanized.
- 5.6 Wood Doors—Provide flush solid core wood doors in the finished office areas as indicated on the Drawings. Doors to be pre-finished, 2000 Premium Collection Oak series as manufactured by Mohawk Door Company, or equal.

- 5.7 Overhead Doors—Provide insulated steel sectional doors as indicated on the Drawings. Doors to be prefinished as manufactured by Overhead Door Corporation, or approved equal. Doors to include motorized operators with a 3-button operator station. All doors should include vertical lift track, or maximized high-lift track.
- 5.8 Traffic Door—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 high impact thermoplastic 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.
- 5.9 Hardware—Provide all hardware in US26D Satin Chromium finish. 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 door shall include a lever privacy lockset in lieu of a latchset. Exterior man doors shall receive a Stanley PHI Apex Exit Device (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 key cylinder shall be 1-1/4" C-4 Cam and receive a Best Hardware core. The device shall include "Emergency Exit" decal.

### Section Six—Wood, Plastics & Misc. Specialties

- 6.1 Rough Carpentry—Install all wood studs, furring, blocking, nailers, backing, and hardware as required. All wood contacting concrete or masonry surfaces is to be pressure treated. Provide rough hardware, nails, bolts, fasteners, anchors and connectors as required to complete the Work. Provide backboard material for mounting of utility equipment as may be required.
- 6.2 Blocking—Provide blocking in walls at all locations that require additional wall support, such as for fire extinguishers, grab bars, mirrors, lavatories, toilet accessories, finish hardware, etc.
- 6.3 Finish Carpentry—All finish carpentry shall conform to American Woodwork Institute criteria.
- 6.4 Coat Rack & Shelf—Provide a coat rack with shelf above in the Closet as indicated on the Drawings.
- 6.5 Cabinets—Cabinets to be framed, and constructed of medium density fiberboard (MDF). All exposed surfaces shall be covered in either wood veneers or laminates. Final finishes to be selected by the PLCB. Countertops shall include a plastic laminate covering as selected by the PLCB from the manufacturer’s standard product offering

### Section Seven—Drywall, Painting & Ceilings

- 7.1 Interior Walls—Provide light gauge metal stud framed walls with 5/8” gypsum board in areas as shown on the Drawings. Provide a three-coat finish on all drywall, ready to receive paint. Provide moisture resistant board in the Restrooms.
- 7.2 Ceilings—All finished areas shall include 24" x 24" x 5/8" Armstrong Cortega angled tegular lay-in tile #704 suspended on white grid, or approved equal.
- 7.3 Sound Batts—Provide 3” sound attenuation batts in the Restroom walls.
- 7.4 Painting—Provide one primer coat and two finish coats of paint on all drywall and unfinished metal surfaces. Colors to be selected by the PLCB.

### Section Eight—Specialties

- 8.1 Toilet Room 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; Waste Receptacle B-3644; 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. In addition, provide and install one Hard Roll Paper Towel Dispenser #09996, colored Smoke, by Kimberly-Clark. All accessories and mounting locations of same shall be in compliance with ADA and authorities having jurisdiction.

- 8.2 Fire Extinguishers—Provide fire extinguishers as required by the authorities having jurisdiction.
- 8.3 Signage—Provide tactile ADA signage as required by authorities having jurisdiction.

### Section Nine—Dock Equipment

- 9.1 Dock Leveler—Provide and install one 6' x 6' 3,000 lbs. capacity mechanical dock leveler at the loading dock door. Leveler to be type RHM as manufactured by Rite-Hite Corporation, or approved equal. Leveler to include 4" laminated rubber dock bumpers.
- 9.2 Dock Seal/Shelter—Provide and install one dock seal at the loading dock door. Seal to be type FDS as manufactured by Rite-Hite Corporation, or approved equal. Design of side pads and head pad to be determined based on slope approach to dock.
- 9.3 Dock Light—Provide a retractable dock light at the loading dock door. Light to be type "Cool Head Dock Light" as manufactured by Rite-Hite Corporation, or approved equal.

### Section Ten—Fire Protection

- 10.1 General—If required by code, provide, install and maintain an overhead wet pipe sprinkler system throughout as required for the intended use. System shall be in compliance with the Pennsylvania Department of Labor & Industry, and all other authorities having jurisdiction. Provide flow meters and tamper switches as required.

### Section Eleven—Plumbing

- 11.1 General—All piping shall be lead free. All water lines shall have shutoff valves at the fixture.
- 11.2 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.
- 11.3 Hot Water Heater—Install and maintain a hot water heater with capacity of 30 gal. Unit shall meet or exceed all energy-efficient factors.
- 11.4 Fixtures—Each Toilet Room shall have white fixtures, including: One 1.6 GPF floor mounted toilet; and, One 0.5 GPM wall mounted sink. Provide stainless steel sink in the Breakroom as required.

### Section Twelve—HVAC

- 12.1 General - Furnish, install and maintain a fully automatic forced air (duct) heating system with filters capable of heating the Office area and Warehouse 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 in the Office area 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 Office area and Warehouse 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 units shall use the same duct distribution system as the heating system. 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.
- 12.2 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.

- 12.3 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.
- 12.4 Exhaust Fan—Furnish and install Nutone #8814R fixture, or approved equal, on separate switch and ducted to the outdoors in each restroom. Ventilation requirement is 110 CFM.
- 12.5 Ceiling Fans—Furnish and install a total of eight (8) 56” heavy-duty commercial grade ceiling fans evenly spaced in the Warehouse area. Fans to be rated at 27,500 cfm as manufactured by Northwest Envirofan, or equal.

### Section Thirteen—Electrical

- 13.1 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.
- 13.2 Coordination—Provide cutting, trenching and patching of slab areas as may be required for electrical installations.
- 13.3 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.
- 13.4 Receptacles/Switches
- 13.4.1 Wall Duplex Receptacles—Provide and install receptacles as described and in locations shown on the Drawings.
- 13.4.2 Router Cabinet Receptacle—Provide and install one twist-lock receptacle dedicated for the router cabinet in the Warehouse area as shown on the Drawings. Device to be type #HBL2310 by Hubbell.
- 13.4.3 Wall Junction Boxes—Provide and install wall junction boxes as described and in locations shown on the Drawings.
- 13.4.4 Light Switches—Provide and install switches as required and in locations as indicated on the Drawings.
- 13.4.5 Finishes—All switches and receptacles to be colored Brown. All switch, receptacle and other miscellaneous device plates are to include a Stainless Steel finish.
- 13.5 Telecommunications Wiring—Furnish and install material to pre-wire premises, and install necessary modular jacks for telecommunications installations for phone and data requirements. 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.
- 13.5.1 Electronic Register Wiring—Provide rough-ins for the P.O.S. register system in the designated areas shown on the Drawings. The required junction box(es) 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  $\Omega$ . The other line shall also have a ground.
- 13.5.2 Office Computer Wiring—Provide rough-ins for the phone and data requirements in the finished office areas. The necessary junction box(es) shall contain one dedicated line of 12/2 gauge wire on a single-pole 20 A circuit. The line shall have an isolated ground, a reading of 117 V  $\pm$  10% and, when switched off, a reading of 0  $\Omega$ . An additional separate isolated covered ground wire must be provided.
- 13.6 Charging Station—Provide one 208v 3-phase disconnect for a tow motor battery charging station in the Warehouse as indicated on the Drawings.
- 13.7 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 consist of smoke and heat detectors, horns, strobes and associated control panel.

## Section Fourteen—Lighting

- 14.1 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.
- 14.2 Office Areas—Provide 2x4 recessed fluorescent fixtures with prismatic lenses in the finished office spaces. Illumination level to be 55 ft-c at 30” a.f.f. maintained.
- 14.3 Warehouse Area—Provide general overhead lighting as shown on the Drawings. New fluorescent strip lights that are chain-hung in the designated areas shown on the Drawings shall be mounted at a uniform height approximately 10’-0” a.f.f., to be determined. Illumination level to be 30 ft-c at floor line maintained.
- 14.4 Night Lights—Provide night lights in the finished office areas and Warehouse.
- 14.5 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 may be integrated with the recessed light fixtures.
- 14.6 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, or approved equal. This lighting shall be circuited with the emergency lighting.

## Section Fifteen—Special Systems

### 15.1 Signal Systems

- 15.1.1 Furnish and install an OPTEX Wireless 2000 Annunciator System for each exterior door opening, and other locations as may be noted on the Drawings. One sensor transmitter TD-20U is required for each of these openings. A minimum of two chime boxes with relays (receivers) RC-20U shall be installed, one for the Office area openings and one for the Warehouse openings as required. Each chime box should have a different chime tone. Receivers are required to have outlets approximately 2’-0” below finished ceiling. Transmitters are located above the doors and are battery operated.
- 15.1.2 Delivery Door Bell—Furnish and install a bell system ("Edward" #740 with #590 transformer, or approved equal) to be connected to a waterproof push button outside the rear delivery door ("Edward" #603, or approved equal). Bell will ring in both the office and Warehouse areas in locations specified by the PLCB.
- 15.2 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. Insure that dedicated phone lines are installed for the monitoring of the central station.

- - - END - - -



**APPENDIX D**

**COMMONWEALTH OF PENNSYLVANIA  
REQUIREMENTS**

## APPENDIX D

# Commonwealth of Pennsylvania Specifications and Requirements Package

### **NORMAL HOURS:**

Services, Utilities and Maintenance will be provided daily, 7 days a week, 24 hour access and use of the premises and lease amenities as necessary.

The Commonwealth shall have access to the leased space at all times, including, but not limited to, the use of elevators, toilets, lights and operation of business machines without additional payment.

### **PARKING REQUIRED:**

The minimum number of parking spaces must be included in your proposal . When the Local code requirement for parking to sq. ft. ratio of parking spaces available on site indicates that the Commonwealth is entitled to more spaces than the specified minimum, then those additional spaces shall at the Commonwealth option be added to the above stated minimum.

### **CODE AND/OR REGULATIONS CHANGES OR VIOLATIONS:**

When changes occur in Local, State or Federal codes or regulations and the Lessor is required to take action or equipment services or utilities furnished and activities of other occupants are not free of Safety, Health or Fire hazards the Lessor shall promptly take action to comply with code or regulation requirements at his sole expense.

### **LANDSCAPE MAINTENANCE:**

Landscape maintenance is to be performed during the growing season on a weekly cycle and will consist of the following:

Watering, mowing and policing area to keep it free of debris.

Pruning and fertilization are to be done on an as needed basis. In addition, dead or dying plants are to be replaced.

### **SECURITY:**

The Lessor shall provide security comparable to the types of protection given similar enterprises to prevent illegal entry or loitering in the space leased and to prevent unauthorized entry during off-duty hours.

**MORE OR LESS USABLE AREA:**

The Commonwealth shall receive any useable area within the leased premises in excess of that requested free of any and all costs or charges.

In the event there is less space than that requested the Commonwealth shall pay only for the useable area provided and/or shall have the option to exercise its rights under the lease if it deems, in its sole judgment, that the amount of space being provided is insufficient to meet its needs.

**ADJUSTMENT FOR VACANT SPACE:**

If the Commonwealth fails to occupy any portion of the leased premises or vacates the premises in whole or in part prior to expiration of the firm term of the lease, the rental rate shall be reduced as follows:

The rate shall be reduced by that portion of the costs per square foot of operating expenses not required to maintain the space. Said reduction shall occur after the Commonwealth gives 30 days prior notice to the Lessor, and shall continue in effect until the Commonwealth occupies the premises or the lease expires or is terminated.

Exercise of this right by the Commonwealth shall not preclude it from any other options or rights it may have under the lease.

**APPENDIX E**  
**GEOGRAPHIC BOUNDARIES**

New or existing Warehouse and Office space  
within a five (5) mile radius of 933 Paoli Pike,  
West Chester, Chester County