



COMMONWEALTH OF PENNSYLVANIA  
DEPARTMENT OF GENERAL SERVICES  
HARRISBURG

Thank you for responding to the Commonwealth of Pennsylvania's Solicitation for Proposals # 93848 to lease Commonwealth 28,638 usable square feet of office space in Norristown, Montgomery County, PA. The space will be occupied by the Office of Attorney General, Criminal Law and Torts Office. The availability of private and/or public parking should be included in proposals, if applicable.

Enclosed you will find Solicitation For Proposals # 93848 (SFP) which includes four appendices, including the Department of General Services sample lease.

This SFP contains information that will guide you in preparing a proposal submission on the enclosed forms. **To be considered, all proposals must be submitted on the enclosed forms.** Proposals must be received in the offices of the Bureau of Real Estate, Room 505, North Office Building, Harrisburg, Pennsylvania 17125 by 3:00 P.M., June 20, 2005. **PROPOSALS WILL NOT BE ACCEPTED AFTER THIS TIME.**

Your proposals **must be submitted in a sealed envelope.** A specially marked envelope is provided for this purpose. **If you send your proposal in an envelope other than that provided via private carrier (or if you download your SFP from the DGS website) be sure to mark in bold print, the word "PROPOSAL" and show the same information that is listed on the special envelope (SFP #, Agency, Real Estate Representative's name, Square Footage, and Due Date).** Do not submit a proposal for another requirement in the same envelope with your proposal for this particular requirement. 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 Solicitation Process. Payment of Prevailing Wages is now a requirement of the Commonwealth 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 the SFP.

Please be sure to carefully read the whole document. If you have any questions concerning the attached information, please contact Cynthia T. Lentz directly at (717) 787-0952.

**505 North Office Building, Harrisburg, PA 17125  
Telephone: 717-787-0952 FAX No: 717-772-0526**

**SOLICITATION FOR PROPOSAL (SFP) # 93848**

**OFFICE OF ATTORNEY GENERAL**

**CRIMINAL LAW AND TORTS OFFICE**

Date of Issue:

**May 2, 2005**

**Issuing Office:**

Department of General Services  
Bureau of Real Estate  
Room 505 North Office Building  
Harrisburg, Pennsylvania 17125  
(717) 787-0952

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## **GENERAL INFORMATION FOR THE DEVELOPER**

### **PURPOSE:**

This Solicitation for Proposal (SFP) is to obtain proposals, which will provide 28,638 net usable square feet of office space, which will house approximately 101 Commonwealth employees. The space is to be located within one mile driving distance of a major intersection or interchange along the following section of roadway: PA 363 from the intersection with Egypt Road to the intersection with US 422; US 422 to the intersection with US 202; US 202 to the intersection of I-76; I-76 to the West Conshohocken exit; I-476 from the intersection with I-76 to the intersection with I-276 Norristown, Montgomery County, Pennsylvania.

Proposer's should prepare and submit proposals to be considered by the Commonwealth of Pennsylvania (Commonwealth) for a 10-year lease (with the option of one – five year renewal) to be occupied by the Office of Attorney General, Criminal Law and Torts Office, alternately referred to as "Premises".

### **ISSUING OFFICE:**

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

Cynthia T. Lentz  
Department of General Services  
Bureau of Real Estate  
Room 505 North Office Building  
Harrisburg, PA 17125  
717-787-0952

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

### **SCOPE:**

This SFP contains instructions governing the proposals to be submitted and the material to be included therein; a description of the activities to be provided; requirements, which 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 WILL 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 shall (outer walls, interior support walls or roof) or major building systems (HVAC, plumbing, electrical) is 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. 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.

The rent offered 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.

**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 Department of General Services 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, the Department 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 Commonwealth 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 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, proposers 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 pricing 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, which a draft 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:**

Interested parties who submit proposals may be required to make oral presentation of their development plan to the Commonwealth.

### **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 interested parties who download the SFP from the DGS website, it will be the interested parties responsibility to check the website for amendments to the SFP prior to the submission of their 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:**

Proposals will be held in confidence and, except for the selected proposal and as required by the right-to-know law, will not be revealed or discussed with competitors. All other material submitted becomes the property of the Commonwealth. Proposals submitted to the Commonwealth may be reviewed and evaluated by any person other than competing interested parties at the discretion of the Commonwealth. The Commonwealth has the right to use any or all ideas presented in any proposal. Selection or rejection of the proposal will not affect this right.

**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 Proposer will provide the Commonwealth unlimited access to the 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 PROCEDURE:**

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



## **PROPOSAL REQUIREMENTS**

### **INTRODUCTION**

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

It is the obligation of the applicant 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 be submitted as part of your proposal (**APPENDIX B**):

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

- As indicated on GSRE – 19 the following services should be included as part of your proposal. The required services are, but are not limited, to the following:

1. All Utilities
2. Janitorial Services and Supplies
3. Trash Removal
4. Snow and Ice Removal
5. Sewer and Water
6. Lawn and Shrub Care
7. Acquisition of the Site
8. Permitting
9. All Professional Fees
10. Financing
11. Building Construction
12. Real Estate Taxes
13. Insurance

#### **2. GSRE - 6 Lessor Identity Disclosure**

#### **3. GSRE - 47 Agency Agreement/Limited Agent Authority**

#### **4. GSRE - 42M Contractor Responsibility Certification**

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

#### **6. GSRE – 63 Acknowledgment Usable Area Definition**

In addition to the required standard forms, a graphic schedule and narrative on the schedule through the design and construction phases of the project is required. This schedule will be used to complete **SECTION 14** of the draft lease agreement (**APPENDIX A**), and will include how the Proposer plans to meet its proposed final completion date of January 1, 2007. The schedule for the development of the site should include but are not limited to:

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

### **ADDITIONAL INFORMATION**

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

1. Drawings - Site Plan(s), Floor Plans, Elevations and Building Sections.
2. Photographs - Please mark photographs for easy reference and only send those that are requested.
3. Documentation the Proposer determines to be necessary to explain the proposal.

**APPENDIX A  
COMMONWEALTH OF PENNSYLVANIA  
SAMPLE LEASE AGREEMENT**

**To obtain a copy of the Sample Lease Agreement please  
click the link below to visit the Bureau of Real Estate,  
Leasing and Administration, Forms Page:**

**View the Sample Lease Agreement (GSRE-1) or Sample  
Lease Agreement with Prevailing Wage (GSRE-1PW)**

**[http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=3&Q=11  
5328](http://www.dgs.state.pa.us/dgs/cwp/view.asp?a=3&Q=115328)**

**(If you are unable to download either of the Sample Lease Agreement's or  
require assistance navigating the DGS Homepage, please call 717-787-  
4394)**

**APPENDIX B**

**COMMONWEALTH OF PENNSYLVANIA**

**REQUIRED DOCUMENTS**

# PROPOSAL TO LEASE SPACE TO THE COMMONWEALTH OF PENNSYLVANIA

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

ALL OF THE  
INFORMATION  
CONTAINED HEREIN  
IS CONSIDERED  
CONFIDENTIAL

PROPOSAL NO. \_\_\_\_\_

FOR \_\_\_\_\_ IN \_\_\_\_\_ IN \_\_\_\_\_ DATE \_\_\_\_\_  
(AGENCY) (MUNICIPALITY) (COUNTY)

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

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

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

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

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

Building originally \_\_\_\_\_ Present \_\_\_\_\_ Windows \_\_\_\_\_ Floor \_\_\_\_\_  
Constructed for use as \_\_\_\_\_; use \_\_\_\_\_; (describe) \_\_\_\_\_; Type \_\_\_\_\_

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

Public Parking Metered ☐ Yes ☐ No; Number \_\_\_\_\_; Public Transportation ☐ Yes ☐ No; How far from building \_\_\_\_\_; Zoning \_\_\_\_\_

General Condition of Bldg. (Exterior) \_\_\_\_\_ (Interior) \_\_\_\_\_  
\_\_\_\_\_

Does proposal Include; Heat ☐ Yes ☐ No; Electricity ☐ Yes ☐ No; Air Cond. ☐ Yes ☐ No; Hot and/or Cold Water ☐ Yes ☐ No; Sewer ☐ Yes ☐ No; (Central-Window)  
Snow and ice Removal ☐ Yes ☐ No; Janitor Service ☐ Yes ☐ No; Janitor Supplies ☐ Yes ☐ No; Gas ☐ Yes ☐ No; Trash Removal ☐ Yes ☐ No  
Water Coolers ☐ Yes ☐ No; # of Paved Parking Spaces \_\_\_\_\_; Location of Parking \_\_\_\_\_

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

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

Total Sq. Ft. \_\_\_\_\_

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

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

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

Proposer:

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Person to call or write for responsibility and coordination:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: Area Code: \_\_\_\_\_ Number \_\_\_\_\_

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

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

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

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

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

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

**Operating Expense Worksheet**  
(See Paragraph 4 of Sample Lease.)

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

## LESSOR IDENTITY DISCLOSURE

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

Date \_\_\_\_\_

NAME OF LESSOR: \_\_\_\_\_

LESSOR FEDERAL I.D.#: \_\_\_\_\_

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

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

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

NAME: \_\_\_\_\_

TITLE: PRESIDENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: SECRETARY \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: VICE PRESIDENT \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: TREASURER \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PERCENTAGE OF STOCK: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

(CORPORATION SEAL)

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

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_  
(GENERAL, LIMITED, SPECIAL)

ADDRESS: \_\_\_\_\_

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

BUSINESS NAME: \_\_\_\_\_

SIGNATURE OF PROPRIETOR: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

## CONTRACTOR RESPONSIBILITY CERTIFICATION: PROPOSERS' REPRESENTATION AND AUTHORIZATION

A. Each proposer by submitting a proposal represents that:

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

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

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

The proposer has read, understands and certifies that it is abiding by the provisions in the Contractor Responsibility Certification. The proposer further certifies that the information provided on the Lessor Identity Disclosure Form is true to the best of its knowledge. It further certifies that it is a responsible contractor in accordance with Management Directive 215.9 Amended.

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

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(DATE)



AGENCY AGREEMENT/LIMITED AGENT AUTHORITY

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

Solicitation No. \_\_\_\_\_

Proposed Lessor \_\_\_\_\_

Lessor Address \_\_\_\_\_  
\_\_\_\_\_

Agent \_\_\_\_\_

Agent Address \_\_\_\_\_  
\_\_\_\_\_

1. Does power of agent terminate on execution of lease?

☐ Yes

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

☐ Yes

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

☐ Yes

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

☐ Yes

☐ No
- (Note: If agency is terminated, notice must be forwarded to Bureau of Real Estate immediately.)

5. If applicable, professional license number of agency: \_\_\_\_\_

Further statement to clarify agent’s authority \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF AGENT

\_\_\_\_\_  
TYPE NAME OF AGENT

\_\_\_\_\_  
SIGNATURE OF PROPOSED LESSOR

\_\_\_\_\_  
TYPE NAME OF PROPOSED LESSOR

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF PROPOSED LESSOR

\_\_\_\_\_  
TYPE NAME OF PROPOSED LESSOR

## **ACKNOWLEDGMENT USABLE AREA DEFINITION**

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

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

### **Building Area (Sole tenancy by the Commonwealth)**

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

### **Floor or Suite Area (Multi-tenanted building)**

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

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

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

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

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

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SIGNATURE

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DATE

# NOTICE

## **Bureau of Real Estate is Sole Agent for Commonwealth.**

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

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

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

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

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SIGNATURE

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DATE

**BUILDING SPECIFICATIONS  
COMMONWEALTH OF PENNSYLVANIA  
OFFICE OF ATTORNEY GENERAL**

**OFFICE DESIGN AND GENERAL SPECIFICATIONS**

**SECTION A - GENERAL REQUIREMENTS**

**1-INTENT**

It is the intent of the following standards to describe the total scope of the project. This description is not intended as a substitute for a complete design/construction document or to eliminate the developer or contractor's need for independent analysis of conditions or requirements. The **Commonwealth** specifically disclaims any unverified accuracy of this data. **LESSOR** and **LESSEE** agree that specification changes necessary to effectively utilize a specific facility may be made, provided that the **LESSOR** and **LESSEE** agree any such substitution, change or work to in writing.

**2-PROFESSIONAL SERVICES**

The selected **LESSOR/DEVELOPER** will be required to create detailed architectural and engineering plans to meet all requirements. It is intended that the **LESSOR/DEVELOPER** will provide a completed structure with fully developed interior fittings and features. **LESSOR** shall furnish complete as-built drawings of the completed structure to include electrical and HVAC prints in Auto CAD version 12.0 on a 3 1/2" floppy diskette and multiple hard copy prints, drawn to a minimum 1/8" = 1'0" scale.

**3-LOCATION**

The purpose of this program is to establish the personnel, space and building performance requirements for the **OFFICE OF ATTORNEY GENERAL'S, CRIMINAL LAW & TORTS OFFICE**, located in **MONTGOMERY COUNTY**, within one (1) mile driving distance of a major intersection or interchange along the following section of roadway:

Along PA 363 from the intersection with Egypt Road to the intersection with US 422, then

Along US 422 to the intersection with US 202, then

Along US 202 to the intersection with I 76, then

Along I 76 to the West Conshohocken exit, and

Also along I 476 from the intersection with I 76 to the intersection with I 276.

**4-SITE ADAPTATION**

The adaptation of these requirements and specifications to a particular design and site or to a current existing structure is an architectural/engineering design issue that must be resolved at **LESSOR'S** expense as part of the proposal. Mechanical equipment spaces, **LESSOR'S** general storage, elevators, stairways or fire towers, utility spaces and other service areas shall complete the building scheme but shall not be included as leased space for purposes of calculating square foot area leased.

## **5- CONSTRUCTION COSTS**

The project must be assumed to include all labor, materials and equipment. Any and all labor, material and equipment not specifically shown or described but properly inferable from the documents as necessary for the finished project shall be performed and supplied by **LESSOR** in accordance with the best recognized standards of the industry and trade. **LESSOR** shall be responsible for obtaining and maintaining all permits, approvals and license of any kind, along with their costs, necessary for the proper and lawful execution of the work.

## **6-CODES & STANDARDS**

The **LESSOR** is responsible to meet and maintain the facility and surrounding areas in accordance with any and all prevailing laws, codes, standards and legislative acts.

**Zoning** – The facility must be located in an appropriately zoned site and must allow operation that would include the occasional handling of small samples of hazardous and potentially toxic substances.

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

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

**Drinking Water** – **LESSOR** shall provide and maintain hot and cold bottled drinking water in locations designated by **LESSEE**. The **LESSOR** is responsible to provide potable drinking water for the facility. Potable water shall be defined as water that satisfies the Department of Environmental Protection, Bureau of Water Supply and Public Health Standards. Additionally, the water must be free of contaminants, odors, impurities and discoloration of any kind. The **LESSOR** will be responsible to provide purification, filtration or any other means necessary to achieve water that is acceptable to the **LESSEE**. Facilities that require connection to a public water system, as well as all costs related to water usage and maintenance thereof shall be the **LESSORS** responsibility.

## **6-CODES & STANDARDS CONTINUED**

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

## **7-ALTERATIONS/UPGRADES**

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

## **8-TERM**

Term required: Ten (10) Years

Options Requested: One (1) @ Five (5) Years

Occupancy Date Requested: January 1, 2007

## **9-ACCESS**

The **LESSEE** requires 7-day weeks, 24-hour access and use of the premises and lease amenities as necessary for the normal day to day operations.

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

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

## **10-SECURITY (LOCATION)**

Preference will be given to the building location which is within a municipality that has a full-time (24 hour-a-day & 7day-a-week) local police patrol. The proximity of taverns, racetracks, junkyards and the like may be deterrent factors in the acceptability of a site. The **LESSEE** will not consider use as a facility a proposal that offers shared space of any kind within the same building even though physical barriers may separate the spaces.

## **11-EMERGENCY SERVICES**

Emergency services for elevators, plumbing, heating ventilation and air conditioning, electrical systems, security systems, and building structures are to be provided on a four (4) hour call at request of **LESSEE**. Names of appropriate contracted personnel and optional personnel for these services are to be provided to **LESSEE** by **LESSOR** prior to occupancy and are to be kept current during the term of this lease. **LESSOR** shall supply to the **LESSEE** the names of plumber, electrician and heating and ventilating contractor who can be contacted in case of an emergency.

## **12-SECURITY (FACILITY)**

The Office of Attorney General requests permission from the LESSOR to install a security system of the LESSEE'S design. The system will monitor building entrances and exits; as well as observe various areas such as the vehicle impounds yard, parking areas, and building perimeters. The Office of Attorney General (LESSEE) will require from the LESSOR additional stud supports in the wall for the mounting of shelving, conduit in areas such as the harden rooms, electrical service for security equipment in various areas such as exterior mounted cameras, additional electrical outlets in ceiling plenum, and exterior parking lot light poles with conduit placed beneath the macadam prior to paving.

## **SECTION B-BUILDING AND SPACE REQUIREMENTS**

### **1-USEABLE SQUARE FEET REQUESTED**

This document describes the office space and auxiliary space design and specifications for **LESSEE**, which will contain approximately **28,638 Sq. Ft.** of usable area. Office building must be a stand alone building with the **Office of Attorney General (LESSEE)** being its only tenant.

### **2-PARKING REQUIREMENTS**

A minimum number of 120 parking spaces must be made available adjacent to the facility. A minimum of eight (8) parking spaces will require reserve signs. Additional parking for the impound lot of 5,500 Sq. Ft. must be provided with a secured perimeter area consisting of eight-foot high six gauge security fencing with privacy slats, three (3) strands of barbed wire firmly attached along the top at 45 degrees from the perpendicular, and a sliding gate with a locking mechanism. Post spacing shall not exceed 10'-0" O.C., concrete footings and pipe sizes for line, gate and corner posts shall be determined by the manufacturer. All parking must be paved, sealed, clearly marked, have appropriate islands and well illuminated with automatically controlled dusk to dawn lighting. Lighting should be average foot candle coverage of 2.0 and no area darker than 4 foot candle. Metal halide is the lamp of choice. Camera-pole mounted equipment will be mounted on the exterior parking lot light poles and require conduit placed beneath the macadam prior to paving. All paved areas shall be repainted every five (5) years and resealed as required. A cement slab large enough to hold the Dumpster and recycling containers shall be supplied. Three sides of the cement slab will have fencing with privacy slats. Snow & Ice removal, along with additional salting or cindering for black ice conditions, along with maintenance and cleaning shall all be the responsibility of the **LESSOR**.

### **3- EXTERIOR REQUIREMENTS**

In addition to dawn to dusk lighting being provided above each exit/entrance door and garage door, dawn to dusk illumination will be need on all exterior walls and corners of the building. The required amount and locations will be determined by **LESSEE** once the floor plan has been approved. Where HVAC vents or exhaust vents protrude the exterior of the building 1" diameter rebar welded in 6" grid squares must be mounted in the wall casing or roofing to prevent entry through the vent protrusion. Poured concrete sidewalks will be required from each exit/entrance door for access to the parking lots, fenced parking area and any other exterior area **LESSEE** deems appropriate. The sidewalk will require Snow & Ice removal, along with additional salting or cindering for icing conditions, along with maintenance and cleaning shall be the responsibility

of the LESSOR. Located in the front of the building will be two flag poles with dusk to dawn illumination. Size and location of flag poles will be determined during building layout. A recessed mounted hinged door Knox Box #3270 will be required and located in accordance with local fire codes. If a retention pond is needed the pond must be located away from the building and will need to be properly maintained and landscaped.

#### 4-OFFICE SPECIFICATIONS

##### A. PERSONNEL

SPACE STANDARD	ASSIGN EACH	NUMBER REQUIRED	TOTAL ASSIGNED
Executive I	425	0	0
Executive II	255	2	510
Senior Manager	225	7	1,575
Mid Mgr./Private Office	150	27	4,050
Supervisor/Technical	96	6	576
Analysis/Administrative	64	59	3,776
Clerical/Field	48	0	0
<b>SUBTOTAL</b>		101	10,487

##### B. AUXILIARY AREAS

TYPE	ASSIGN EACH	NUMBER REQUIRED	TOTAL ASSIGNED
Conference Room (27 Persons)	425	1	425
Conference Room (15 person)	255	1	255
Conference Room (2-10 Persons)	170	1	170
Lobby/Reception <b>Harden</b>	200	1	200
Lobby/Reception	70	1	70
Library	300	1	300
Copier/Mail Room	150	1	150
Lunch Room	420	1	420
Storage Room	300	1	300
Storage Room	150	5	750

#### 4-OFFICE SPECIFICATIONS

##### CONTINUED

Work/File Room	300	7	2,100
Work/File Room	675	1	675
Computer Work Rooms	140	5	700
Wire Room	235	1	235
Security & Equipment Room <b>Harden</b>	300	2	600
Security Rooms	150	3	450
Equipment Rooms	150	4	600
Interview Room	96	3	288



Central Supply Room	255	1	255
Shower/Restrooms	400	2	800
Janitorial Closet (per floor)	48	1	48
Security/Phone Closet	100	1	100
<b>SUBTOTAL</b>			<b>9,896</b>

#### C. SHARED EQUIPMENT

TYPE	ASSIGN EACH	NUMBER REQUIRED	TOTAL ASSIGNED
Interior Secure Garage	800	1	800
Fax	25	4	100
Storage Cabinet	9	6	54
Bookcase	6	4	24
Coat Valet	4	1	4
Copier	30	2	60
<b>SUBTOTAL</b>			<b>1,042</b>

D. SUB TOTAL 21,425

E. TOTAL INCLUDING 35% ALLOWANCE FOR ACCESS & CIRCULATION 28, 638

#### 5-INTERIOR DESIGN

**LESSOR** will be responsible for all cost associated with providing the design services and/or multiple designs to prepare the final office layout which shall include but not be limited to the placement of workstations; the efficient movement of employees and visitors into, within and out of the facility; access to and location of restrooms; finish details of all areas including vending and food service locations. **LESSOR** will be responsible for all cost associated with any design changes made to the floor plans. The design services must consider **OAG** operational requirements in the development of an office layout. The **LESSOR** shall include the **OAG** as a partner in the design process. The **LESSOR** should consider this an evolutionary process requiring several iterations of a drawing before a final plan is approved. Building and site plans shall be drawn to a scale of 1/8" = 1'0". Submit 3 copies of each document for approval or changes by **LESSEE**. After approval of final drawings, changes can only be made as provided for in the lease document. The final agreed upon floor plan, initialed by both parties, should be the document used to construct the facility. One complete set of the final building and site prints along with five copies of the final floor plans will be supplied to **LESSEE**. **LESSEE** shall provide all office furniture and accessories. **LESSEE** will install all such items.

All construction is to be delivered in a timely manner and meet the highest standards recognized within the industry. The **LESSEE** reserves the right to reject any workmanship and material, which does not meet the standards commonly, recognized within the trades or that, is substandard. The following are general specifications, with final approval at the discretion of the **LESSEE**. Unless otherwise noted, it is the responsibility of the **LESSOR** to supply and meet the following:

-**LESSOR** shall supply **LESSEE** with a development of work schedule to meet project deadlines.

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

- . Office Floors – 100 PSF

- . Work/File/Storage, Security Harden and Equipment Harden Floors – 200 PSF

- Ceiling shall be acoustical tile suspended by an intermediate duty suspension grid system. All ceilings will have a minimum height of 8’.

- Interior lighting level should be at least 50 foot candles at desk height.

- If a sprinkler system is required then concealed sprinkler heads must be used.

- All new or existing walls shall be of a sound proof design and shall have a minimum of two coats of paint or a comparable vinyl wall covering. Walls from each floor to the bottom of the floor structure or roof truss structure shall be constructed with ten (10) foot studding, approximately two (2) feet is required between the suspended ceiling and the bottom of the roof trusses. This is allowing space for HVAC equipment and a cable management system.

- All interior doors, two keys per door, minimum width shall be 36”, and include all appropriate hardware. Where required for the card access system jambs shall have 24 volt electronic latches within the jamb, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header, mounted face plates to cover the latch, hinges with non removable pins, and door closures.

Floor or wall mounted door stops shall be installed on all doors. Certain doors will require foot pegs to hold them open. Hallway and common area doors will require half or quarter pain glass in the doors.

-All exterior doors and frames shall be constructed of steel and have a minimum fire rating of two hours. Jambs shall have electronic latches within the jamb, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header, mounted face plates to cover the latch, hinges with non removable pins, and door closures. All exterior doors except for the main entrance door will have no windows.

-Where required, for security purposes, doors shall be to these minimum specifications. Jambs shall have 24 volt electronic latches within the jamb, reinforced steel entry with piano style hinge/steel jam, and closet style handles (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side, pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The door of preference is Manufacturer INSULGARD, Model HM544, Level III Super Power Small Arms Bullet Resistance.

-All interior and exterior doors will be labeled and numbered to match the door schedule. A door schedule listing all key numbers shall be supplied to **LESSOR**. **LESSOR** will supply **LESSEE** with a

## 6-GENERAL SPECIFICATIONS CONTINUED

master and sub-master listing of how the doors are to be cored. Doors not requiring push bars for fire codes will have lever type handles.

- The locking system to be installed shall be a changeable core system manufactured by Best Locks. The **LESSEE** may request and receive a new locking system and/or associated hardware after a break – in or a series of thefts or other similar, unusual occurrences.

- All windows shall be non-operable and have a maximum U-rating of 0.5 with a low E coating and appropriate vertical type shading. Shading selections are to be made by the **LESSEE**.

- Floor covering shall be of a high commercial grade carpet tile, VCT tile where required and ceramic tile for the lobby area and rest rooms. Selections are to be made by **LESSEE**.

- A. Carpet tile must have a minimum 15-year warranty, be 18” x 18” squares, a pile yarn face of 24 ounce/square yard, heavy commercial traffic grade and integrated cushion thermo bond backing. Carpet material must be placed upon a finished surface that meets all the requirements of the flooring manufacturer. Carpet tile installation shall be installed with “modular integrity”. The installation should be treated as one contiguous floor without regard to walls or partitions. No piece tiles in any open areas other than along fixed walls.

- B. The tile flooring material must be placed upon a finished surface that meets all the requirements of the flooring manufacturer. The entire application must be warranted from defects. Flooring shall receive a polished finish before the facility is occupied to the satisfaction of the **LESSEE**. As part of the complete installation flooring shall be sealed and receive multiple coats of wax according to the manufacturer’s requirements. The floor will require touchup after occupancy of the facility.

- Restrooms must be provided in compliance with State and Local sanitation requirements and be equipped to accommodate the appropriate number of employees. The main restroom will be located by the lobby and large conference room at the main entrance. This restroom will require additional paper product dispensing machines for the large volume of use that is expected. A unisex restroom is to be located by the Holding Room.

- Bottless electric water coolers must be installed and maintained by **LESSOR**.

- All plumbing and electrical applications must be installed per existing codes and /or **LESSEE** requirements.

- HVAC systems shall be automatically controlled to maintain interior conditions at 72 degrees (unless other wise noted) with relative humidity between 40-60%. Systems and facility will be properly ventilated to meet ASHREA standards for outside air circulation. With the amount of the agency’s identities that will be utilizing the building it will be necessary that the areas be individual zoned from one another. All diffusers shall be capable of manual operation. Several areas of the facility will require direct exhaust to the exterior of the building and are to be isolated from the general ventilation system such as: Restrooms, Lunchroom, Security Rooms, and Shower Rooms. The whole building shall be controlled automatically. Thermostats and other automatic controls shall be inaccessible to employees and be covered by clear lock boxes. Manual controls of heating, ventilating, cooling or humidifying equipment are not acceptable under any circumstances. In addition, the building shall be appropriately zoned with automatic controls to maintain even HVAC throughout the area regardless of the anticipated use of the areas. HVAC is only to control that immediate area and thermostats should be located in each section. Locations will be determined by floor layout. Areas having concentrations of heat-

## 6-GENERAL SPECIFICATIONS CONTINUED

producing equipment shall be adequately addressed in the HVAC zoning i.e. Large Conference Room, Wire Room, Phone Closet and Copier Room requires a stand-alone system.

- Smoke and fire protection systems shall be provided by **LESSOR**. The smoke and fire protection will need to be tied into the **LESSEE** security system. All installation expenses, related maintenance and tie in cost shall be **LESSORS** responsibility.

- A paging system will be required throughout the entire office and lobby area. The paging system will be telephone accessible via a Centrex paging adapter. Designated areas will require wall mounted volume control device. The designated areas for speakers and volume control switches are to be determined by **LESSEE**. The paging system to be installed shall be the BOGEN Paging system.

- **LESSOR** shall provide and install all telecommunication and data transmission wiring. Data transmission wire shall be **enhanced category five cabling**. Telecommunication wire shall be **category five four pair cabling**. All cabling should extend no less than 12 inches beyond single gang outlet boxes. Single gang outlet boxes shall be at the same height as electric outlets. Data and phone cabling are to be two different colors. End user equipment and final terminations shall be the responsibility of **LESSEE**.

- **LESSOR** shall provide local cable TV hookup in approximately 5 locations. Location shall be determined by **LESSEE**.

- Emergency systems shall be provided per Labor & Industry standards.

- Electric panels shall have metal doors with keyed locks to secure them. Panels will need to be located in a common area.

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

- Base radio antennas and wire cabling supplied by **LESSEE** will require the **LESSOR** to provide the following: penetrations through the roof, conduit and junction boxes at each penetration, mounting devices to firmly mount antennas on the roof or roof top units and wire cabling pulled to various locations of the building and to the roof.

Base radio antennas will require a ground looping rod grid system consisting of a minimum #6 AWG copper wire or as specified by the National Electrical Code for grounding and bonding of lightning protection systems.

- If a roof hatch is required, an interior dead-bolt with a hasp/lock is required.

- Wall outlets must be provided in all rooms, the distance between wall outlets shall not exceed eight (8) feet.

- Each workstation shall have two (2) separate AC circuits, data cabling, and voice cabling.

- Three-way switches are required where there are multiple entrances to an area or room.

- Provide two (2) exterior GFCI covered outlets, one (1) near the garage entrance, the other outlet needs placed accessible to the parking lot near a side exit/entrance door.

- Installation of two (2) exterior frost proof pave washers, one (1) near the garage entrance, the other needs placed accessible to the parking lot near a side entrance door.

- If an elevator is required the elevator equipment room (non leased space) must be exhausted to the exterior of the building.

## **6-GENERAL SPECIFICATIONS CONTINUED**

- Waste cans are to be supplied for the restrooms, lunchroom and lobby entrance. Cigarette butt receptacles are to be supplied at all entrance doors.
- Supply one (1) 32-gallon Rubbermaid Brute “We Recycle” container (Grainger Stock No. 4HC25) with Brute Dolly (Grainger Stock No. 5W007) for recycling of office paper in the copier room. For the recycling of glass and plastic, newspaper and trash collection a total of eight (8) Rubber Maid 23 gallon Square Untouchable Bases (Item no. 3569 three are to be gray and five are to be blue) and eight (8) Untouchable Tops (Item No. 2689 three are to be brown and five are to be blue) will be required.
- Final clean up shall be provided by **LESSOR** prior to occupancy.

## **7-REQUIRED SERVICES**

The **LESSOR** shall provide the following services:

- All Utilities
- Cable Service to include CNN
- Pest Control Services
- Trash & Recycling Removal from Site
- Snow & Ice Removal
- Sewer & Water Services
- Facility Maintenance Services
- Emergency Service for Mechanical Systems
- Lawn & Landscaping Services

## **8-PRIVATE OFFICE REQUIREMENTS**

Private offices shall meet all standards set forth in the general construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door); gold colored metal name plates holders, appropriate phone, data & electrical services; sound proofing to limit noise transmission. Perimeter offices shall be on a separate regulated HVAC system control from the interior of the building. Special attention should be given to those offices that will receive southern sun light exposure.

## **9-CLERICAL/ADMINISTRATIVE AREA**

Open area approximately **4,352 Sq. Ft.** to accommodate modular furniture to be supplied by **LESSEE**. Modern, energy efficient, fluorescent light fixtures shall be uniformly provided throughout entire space. Phone, data & electrical sources must be available from the ceiling and accessible to each workstation.

## **10-LUNCH ROOM**

Along one wall to be determined provide and install wall & base cabinets, counter top, a sink with a minimum size of 27” x 18” x 8” to include a drain board area . The following appliances microwave minimum size 1.3 cubic foot & frost free refrigerator minimum size 18 cubic foot is to be provided. Install commercial grade exhaust fans, vented to the exterior of the building and controlled by a wall-mounted switch. A minimum of two dedicated 20-amp lines shall be installed for vending machines. A wall mount phone jack will be required. If building plans

require three or more floors then **LESSOR** will be responsible for duplicating these requirements on an additional floor.

### **11-LOBBY/RECEPTION HARDEN**

The lobby should be the only public entrance to the office. Lobby will need to be designed as to have an air lock entrance to avoid exterior weather discomforting the receptionist. One phone jack will be needed in the lobby. The exterior lobby door jamb shall have a 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The interior walls that separate the lobby from the main office area must be constructed of 8" thick poured concrete or concrete block filled with cement. In addition ½" rebar spaced every eight- (8) inches in the interior of the walls within the core of each block or center of poured walls is required. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. This area will contain one (1) Level III; bullet resistant transaction window approximate dimensions 48"W x 42"H, with voice around, recessed stainless steel dealer tray, and a Formica counter. Recommended Manufacture for the window should be INSULGARD. To separate the lobby from the main entrance to the office one (1) Insulgard door Model HM544, Level III Super Power Small Arms Bullet Resistance with electronic catch in jamb, reinforced steel entry with piano style hinge/steel jam, closet style lock set (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side. Handles for lock set will be lever type handles. Jamb shall have a 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. All video and security systems will be supplied and installed by **LESSEE**

### **12-SECURITY & EQUIPMENT ROOMS HARDEN**

These rooms shall be constructed to eliminate the ability of forced entry and must be located near the center of the building. Walls shall be constructed out of poured concrete or concrete block filled with cement and shall be 8" thick. In addition ½" rebar spaced every 8" in each core of block or center of poured wall. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. All electric, voice cabling, data cabling and security wiring shall be in conduit with in the wall. Ceiling shall be at the minimum a 4" thick poured concrete slab with 1" rebar spaced every 8" within the slab. **LESSOR** is responsible for proper engineering of this ceiling. Each entrance shall have an Insulgard door Model HM544, Level III Super Power Small Arms Bullet Resistance door with electronic catch in jamb, reinforced steel entry with piano style hinge/steel jam, closet style locksets (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side. Handles will be lever type handles. Jamb shall have a 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. Enclosing each entrance will be an Apton Rolling Door, Series BSD, with triple crown galvanized steel slats and half moon locks thru bolting of guides to prevent entry. The roll down doors will require a minimum of three (3) ¾" bolts on each side that will protrude into interior of cement wall with a heavy-duty washer and nut. Any and all seams on the roll down door including the bolts must be tack welded. Provisions should be made for additional conduit for **LESSEE'S** security wiring. No HVAC ducts are to pass through the walls of these

rooms. Where supply and return vents are in these rooms there will be 1" rebar welded to each vent opening 6" apart. These rooms shall have a proportionally sized stand-alone commercial grade exhaust system vented to the exterior of the building and controlled by a wall switch. Each room shall be on a separate regulated stand alone HVAC system with the capability of maintaining a constant temperature of 70 degrees 24 hours a day. An on demand power ventilation system exhausted to the exterior of the building shall be in the room. The system shall be operational from a wall switch in the room. The switch shall have an indicator light that will light when the system is operational. The intake of air should match the exhaust of air. The floor covering in this room shall be VCT tile. A ceiling mounted motion detection switch is required to automatically turn on the lights. Freestanding industrial/ commercial grade metal shelving, such as TABS B&B three-piece shelving model number S-6-3624 and A-6-3624, shall be on three of the main interior walls and double sided shelving as an island installed in the center of the room. Shelving shall be 24" deep, 36" wide, and 88" high. A trap door/security mail shoot such as the type used by banks for night deposits will be required to be securely mounted on one of the walls. The opening for the trap door/mail shoot is not to exceed 10"X18". The mail shoot will dispense into a securely mounted lockable cabinet. Trap door/mail shoot and lockable cabinet are to be supplied by **LESSOR**. Equipment such as hot or cold water tanks, HVAC units or any other potential items capable of leaking are not to be stationed on the ceilings concrete slab.

### **13-SECURITY & EQUIPMENT ROOM**

Security and equipment rooms shall meet all standards set forth in the general construction guidelines and include the following: Solid wood core door with closet style handles (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side, jamb shall have an 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. Keyed locks for door with two keys per door (keys must be tagged and identified per door); security style lock set, appropriate phone, data & electrical services; sound proofing to limit noise transmission. Freestanding industrial/ commercial grade metal shelving, such as TABS B&B three-piece shelving model number S-6-3624 and A-6-3624, shall be on three of the main interior walls and double sided shelving as an island installed in the center of the room. Shelving shall be 24" deep, 36" wide, and 88" high.

### **14-WIRE ROOM**

The wire room must have four (4) designated 20 Amp electrical circuits with separate GFCI protection. This room will require electrical outlets spaced no less than every three (3) feet and located 36 inches off the floor from the center of the box. Data connections will be required at every other electrical outlet with a minimum of 12 per room. All telephone lines should appear at one central location within each wire room and terminate at a 25 pair modular block. Two TV cable hook ups will be required in this room. A standard industry depth 25 inch counter top will need installed at a height of 30 inches around the room. There should be one inch holes every 4 feet along the countertop for cable feeds. In addition, around the room at a height of approximately 2 feet above the counters will be double wooden melamine finish shelving to hold books and manuals. On each wall will be a white grease board and framed cork board with an approximate size of 3' x 3'. The flooring must be of an anti-static type, preferably VCT tile.

This room requires an independent stand-alone zoning of the HVAC system to maintain a constant temperature of 70 degrees. This room shall have a proportionally sized stand-alone commercial grade "Low Noise" exhaust system vented to the exterior of the building and controlled by a wall switch. The wall switch shall have an indicator light that will light when the system is operational. Each room will require a chemical fire suppression system agent, similar to FM-200 that will work independent of the sprinkler system through out the remainder of the building. All tank cylinders for the system shall be out of the usable area and concealed.

#### **15- COMPUTER WORK ROOM**

Computer work rooms shall meet all standards set forth in the general construction guidelines and include the following: Keyed locks for door with two keys per door (keys must be tagged and identified per door); additional phone, data & electrical services; sound proofing to limit noise transmission. Perimeter offices shall be on a separate regulated HVAC system control from the interior of the building. Special attention should be given to those offices that will receive southern sun light exposure.

#### **16- INTERIOR SECURE GARAGE**

Garage should be accessible from interior of building and securable from forced entry. Heat source along with proper ventilation to the exterior of the building must be provided. A deep sink with hot and cold water, minimum of four floor drains, and plumbing for hose connections is required in this area. A three-position electrical switch (open, close, and stop) to operate an insulated doublewide ten- (10) foot entry height door. The entry door will have no windows. Freestanding industrial/ commercial grade metal shelving, which shall be determined, shall be on two (2) of the main interior walls. Shelving shall be 24" deep, 36" wide, and 88" high

#### **17- SHOWER/LOCKER ROOMS**

Separate men and women's lockers shall be provided with floor – to- ceiling walls. The **LESSOR** shall supply two (2) showers with showerheads and controls, 15 lockers and appropriate mounted benches in each locker room. Lockers need to be placed on an enclosed base several inches above the floor, creating a kick plate. Pressboard or OSB board construction is not acceptable. The shower area shall be physically separated from the lockers and dressing area and shall maintain privacy. A floor drain placed by the openings of the showers will be required to remove any excess water that may come from the showers. Non-slip rubber mats capable of allowing water to pass through to drain system will be outside of each shower. The hot water heaters for the showers shall be oversized to accommodate the large usage that is expected. The area shall be both heated and cooled. A restroom area shall be incorporated in or contiguous with the locker room facility. Appropriate ventilation shall be provided to ventilate the restroom area, remove excess shower moisture and humidity to exterior of building. The ventilation system shall be automatically operated by a humidistat with manual override. A full height mirror shall be provided in the men and women's dressing area. Suitable counter area with electrical outlets shall be provided in the vicinity of the mirrors for use of personal grooming aids. Mirrors shall be above each restroom sink sized for individuals of various heights. The electric outlet(s) shall have ground fault protection. All lighting is to be manually controlled.



## **18- WORK/FILE ROOMS**

The work/file rooms shall be located in the interior of the building and will require two (2) different types freestanding industrial/commercial grade metal shelving. TABS B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on one main wall of each of the work/file rooms. TABS B&B three piece shelving shall be 24" deep, 36" wide, and 88" high. The recommended shelving for filing is Tensco L&T Legal Open Shelf Filing system from Tab Sales. The open shelf filing system shall be installed on the other main wall and in the center of the room. The center of the room will require double sided Tensco L&T Legal Open Shelf Filing system constructed as an island. The open filing system shall require a reference shelf on every other section, front base per section, adjustable shelf dividers and wall ties. Size to be installed is Width 48", Depth 15", Height 88" number of shelves seven (7), model number 881548 and color bone white. The floor covering in this room shall be VCT tile. These rooms are to be used for the storage of file records, office supplies, forms, and assorted bulk items.

## **19- CENTRAL SUPPLY AND STORAGE ROOMS**

The central supply and storage rooms shall be located in the interior of the building and will require freestanding industrial/commercial grade metal shelving. Shelving should be TABS B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on three main walls of each of these rooms. TABS B&B three piece shelving shall be 24" deep, 36" wide, and 88" high have seven (7) shelves and color bone white. The floor covering in this room shall be VCT tile. These rooms are to be used for the storage of office supplies, forms, and assorted bulk items.

## **20- CONFERENCE ROOM/INTERVIEW ROOM**

These rooms shall have an independent zoning of the HVAC system to maintain a constant temperature of 70 degrees. A coat rack, carpet tile flooring with a border, and vinyl wallpaper shall be in each of these rooms. The main conference room will require a portable stage and rolling upright storage cart. Manufacturer of preference is Stage Right Corporation, size and color to be determined. Track lighting will be needed to illuminate the stage area. The track lighting should be controlled on its own separate switch. The ceiling lights will need to be divided into front and rear banks. Each bank will have its own light switch. Wall & base cabinets with a Formica counter top (length to be determined during floor planning stage) and a sink with a minimum size of 18" x 18" is required. The following appliances microwave minimum size 1.3 cubic foot and a small counter top frost-free refrigerator is required. The main conference room will require a wall to separate the kitchenette from the main room. Multiple voice/data runs, cable TV hookup and two electric outlets above the ceiling are needed. It will also be necessary to have supports mounted in the wall for the future installation of a roll down screen. In the adjacent wall from the screen a switch box with conduit leading up into the plenum, electric in the wall and ceiling will be needed to operate the screen and projector.

## **21- LIBRARY**

This room will be an open area. A Formica counter shall be installed along the wall at a height of 30" to be used for the purpose of reading, working, and studying. Additional electrical outlets, voice, and data shall be required.

## **22- SECURITY/PHONE CLOSET HARDEN**

This 10'X10' room (**non-leased space**) shall be constructed to eliminate the ability of forced entry and must be located in the center of the building. Walls shall be constructed out of poured concrete or concrete block filled with cement and shall be 8" thick. In addition ½" rebar spaced every 8" in each core of block or center of poured wall. Walls shall be extended above the ceiling line to the underside of the metal roof decking or the metal floor deck above. All electrical wiring, voice cabling, data cabling and security wiring shall be within conduit with in the wall. Ceiling shall be at the minimum a 4" thick poured concrete slab with 1" rebar spaced every 8" within the slab. **LESSOR** is responsible for proper engineering of this ceiling. The entrance door shall have an Insulgard Model HM544, Level III Super Power Small Arms Bullet Resistance door with a 24 volt electronic catch in jamb, reinforced steel entry with piano style hinge/steel jam, and closet style lockset (as to not be locked or unlocked manually with or without a key from the exit side of the door) with only the capability to be opened on the exit side of the door and remaining locked on the entrance side.

## **22- SECURITY/PHONE CLOSET HARDEN CONTINUED**

Jamb shall have a 24 volt electronic latch within the jamb and pigtail wiring to control electronic latch mechanism extending at least twelve (12) inches above jamb header. The interior walls are to be covered with ¾" thick, 8 foot high plywood sheeting painted white. No HVAC ducts are to pass through the walls of this room. This room shall have a proportionally sized stand-alone commercial grade exhaust system to remove excess heat generated from electronic equipment. Exhaust system shall be vented to the exterior of the building and controlled by a negative thermostat wall switch. The wall switch shall have an indicator light that will light when the system is operational. Where supply and return vents are in this room there will be 1" rebar welded to each vent opening 8" apart. It will also be necessary to install a minimum of 16 double gang electrical outlet boxes with one duplex outlet per box. Four dedicated circuits will be required for these outlets. Flooring shall be VCT tile.

## **23-PHONE AND UTILITY LINES**

Phone and utility lines are to enter the interior of the building from underground. We request one (1) additional 4" spare conduit piping be installed for any future projects. Any exterior utility islands are to be protected by concrete filled metal security posts.

## **24- JANITORIAL CLOSET**

A separate 6'X6' (non-leased space) room shall be on each floor for the janitorial staff to utilize for storage of cleaning equipment and necessary supplies. A floor mounted slop sink with hot and cold water, shelving for supply storage, VCT tile floor covering and appropriate wall covering around the slop sink to protect the wall is required. TABS B&B three-piece shelving model number S-6-3624 and A-6-3624 shall be on one main wall of the room. TABS B&B shelving shall be 24" deep, 36" wide, and 88" high.

**25- COPIER/MAIL/FAX ROOM**

This room shall have a minimum of three (3) dedicated electrical lines. Amperage and location to be determined during floor plan stage of the building. Additional enhanced category five data cables and telecommunication lines will be required. A Formica counter top (size to be determined) with base storage cabinets for small supplies shall be required on part of a wall. Floor covering shall be VCT tile for these rooms.

**26- BUILDING IDENTIFICATION**

Lobby entrance door shall have the states coat of arms and the current Attorney General's name. The building, main entrance doors and floor directories shall designate:

**OFFICE OF ATTORNEY GENERAL  
TOM CORBETT  
ATTORNEY GENERAL**

The **LESSOR** shall be responsible for the cost and changing of the Attorney General's name when needed.

## **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.