



OXFORD REALTY SERVICES

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Solicitation for Proposal (SFP) #2011-2 Pennsylvania Gaming Control Board

November 19, 2011



Solicitation for Proposal (SFP) #2011-2

Pennsylvania Gaming Control Board

Date of Issue:
November 19, 2011

Issuing Office and Proposals to be Returned to:
Steven Wilson
Director of Office Services
Pennsylvania Gaming Control Board
303 Walnut Street, Strawberry Square
5th Floor Verizon Tower
Harrisburg, PA 17101

Contractor:
Oxford Realty Services, Inc.
One Oxford Centre
301 Grant Street, Suite 400
Pittsburgh, PA 15219

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November 19, 2011

On behalf of the Pennsylvania Gaming Control Board ("PGCB"), Oxford Realty Services would like to thank you for responding to the PGCB's Solicitation for Proposal #2011-2 to lease to the PGCB approximately 5,600 to 6,500 useable square feet of office space to be located in Allegheny County, as more specifically defined in the enclosed information. The space will be occupied by the Pennsylvania Gaming Control Board. Enclosed you will find Solicitation for Proposal #2011-2 which provides more detailed criteria and procedures for responding to this solicitation.

This SFP contains information that will guide you in preparing a proposal submission. To be considered, all proposals must be submitted utilizing the enclosed forms providing all required information. Three (3) copies of your proposal must be submitted in a sealed envelope inclusive of all documents required in the Solicitation for Proposal. Proposals must be received by 4:00 p.m., December 19, 2011. **PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME.**

Proposals should be sent to the Pennsylvania Gaming Control Board, 303 Walnut Street / Strawberry Square, Verizon Tower, 5th Floor, Harrisburg, Pennsylvania 17101, Attn: Steven Wilson, Director of Office Services with a copy to Oxford Realty Services, 301 Grant Street, Suite 400, Pittsburgh, Pennsylvania 15219, Attn: Michael R. Daniels.

Please make sure that the envelope submitted is sealed. The envelope must clearly be marked with the following information:

- 1) SFP #2011-2
- 2) Submitted Property Name and Address
- 3) Real Estate Representatives Name
- 4) Building Ownership Entity
- 5) Square Footage
- 6) Date

This information must also be shown on the outside of any courier or mailing envelope. Please be advised that this is a proposal solicitation process and that the PGCB reserves the right to reject any or all offers, waive any defect or negotiate for better terms.

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 2 of the SFP. There are also new requirements concerning the Right to Know Law. Specific information on the disclosure of proposal contents can be found on page 11 of the SFP.

Completion of a Small Disadvantaged Business Commitment Form is now a requirement of the solicitation even if a proposer makes no commitment to utilize small disadvantaged businesses. Specific information on commitments made by proposers to participation by small disadvantaged businesses, and the impact of those commitments on the Commonwealth's selection of a proposal to provide leased space, can be found on Page 5 of the SFP.

It is important that the space being proposed is currently unencumbered. Access to major road arteries (376E, 376W, 79N, 579N and the Pennsylvania Turnpike) is extremely important and should be described in detail. Please provide a map showing the location of the proposed property in relation to major roadway systems. Accommodation of the parking requirement must be thoroughly addressed.

If you have any questions concerning the Solicitation for Proposal, please do not hesitate to contact Michael R. Daniels at mdaniels@oxfordrealtyservices.com or at (412) 261-0200, fax (412) 261-2840.

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II. General Information

PURPOSE:

The purpose of this Solicitation for Proposal (SFP) is to obtain proposals to provide approximately 5,600 – 6,500 net usable square feet of office space for use by the PGCB. The space will accommodate approximately 32 PGCB employees and will include:

- 1) 8 Private Offices
- 2) 23 Cubicles
- 3) 2 Conference Rooms
- 4) Kitchen Area
- 5) Storage/File/Copier Area
- 6) Server Room
- 7) Reception Area

The office space must be easily accessible to both Downtown Pittsburgh and Harrisburg via the Pennsylvania Turnpike. This space must be able to provide employees with access to the building 24 hours a day, seven days a week and parking for all 32 employees with 24 hour parking availability for at least 4 vehicles. Parking must be owned by the submitting property. Please define access to public transportation. ADA accessibility and conformance to state and local laws, codes and ordinances is required.

Proposals which offer space outside of these specifications will not be considered.

Proposers should prepare and submit proposals to be considered by the PGCB for a ten-year lease (with options for two five-year renewal terms) to be occupied by the PGCB, alternately referred to as “premises.”

AGENT/OFFICE:

Oxford Realty Services, Inc. is the contractor working on behalf of the Pennsylvania Gaming Control Board. The point of contact is:

Michael R. Daniels
Oxford Realty Services, Inc.
One Oxford Centre
301 Grant Street, Suite 400
Pittsburgh, PA 15219
mdaniels@oxfordrealtyservices.com
P – (412) 261-0200
F – (412) 261-2840



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Only the PGCB is authorized to negotiate the terms and conditions of a proposed lease agreement. No understanding shall be binding upon the PGCB 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 approvals; (3) the lease agreement has been signed by the Executive Director for the PGCB; and (4) the fully executed lease agreement has been delivered by PGCB 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. **ALL LATE PROPOSALS SHALL BE REJECTED.**

NOTICE TO PROPOSERS OF PREVAILING WAGE REQUIREMENTS, IF APPLICABLE:

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 PGCB 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 PGCB. 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 PGCB specifications/plans/drawings where final plans, drawings and specifications must be reviewed and approved by the PGCB. 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.



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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.

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 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 PGCB 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, PGCB 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 PGCB 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.



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NOTICE TO PROPOSERS OF COMMITMENT TO SMALL DISADVANTAGED BUSINESSES

Small Disadvantaged Business Participation

The PGCB encourages participation in leases by small disadvantaged businesses either directly as LESSOR's, or through LESSOR contracts for services (such as design, construction, cleaning, repair, maintenance, snow removal or landscaping) or supplies related to the lease.

Small Disadvantaged Businesses

"Small Disadvantaged Businesses" are small businesses that are owned or controlled by a majority of persons, not limited to members of minority groups, who have been deprived of the opportunity to develop and maintain a competitive position in the economy because of social disadvantages. The term includes: 1) Department of General Services Bureau of Minority and Women Business Opportunities (BMWBO)-certified minority businesses enterprises (MBE's) and women business enterprises (WBE's) that qualify as small businesses; and 2) Small Disadvantaged Businesses, as determined under the rules and regulations established by the United States Small Business Administration; and 3) United States Small Business Administration certified 8(a) Small Disadvantaged Business Concerns.

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

Factor in Proposal Selection

Participation by Small Disadvantaged Businesses may be a factor in the PGCB's selection of a proposal to provide leased space to the PGCB. Because real estate is unique, the best suited space for the Pennsylvania Gaming Control Board's needs is of the utmost importance. However, where two or more locations similarly meet the needs of the Pennsylvania Gaming Control Board, consideration will be given Disadvantaged Business participation offered by a proposer, which will be based upon the following in order of priority:

Priority Rank 1	A proposal submitted by a proposer that is a Small Disadvantaged Business.
Priority Rank 2	A proposal submitted by a joint venture with a Small Disadvantaged Business as a joint venture partner.



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Priority Rank 3	A proposal submitted by a proposer with contracting commitments to Small Disadvantaged Businesses. Proposers are encouraged to attain the aspirational goal of 20% participation by Small Disadvantaged Businesses.
Priority Rank 4	A proposer that falls into this category MUST provide a written explanation as to why it has not made a specific percentage commitment to Small Disadvantaged Businesses.

A proposal submitted by a proposer that is not a Small Disadvantaged Business and that is not in a joint venture with a Small Disadvantaged Business and that makes no specific percentage commitment to Small Disadvantaged Businesses. Each proposal will be rated for its approach to enhancing the utilization of Small Disadvantaged Businesses. Each approach will be evaluated, with Priority Rank 1 receiving the greatest priority for this factor, and the succeeding options receiving consideration in accordance with the above-listed priority ranking. For LESSER contract commitments, the percentage commitment will be based upon the amount of the rent that the proposer commits to pay to Small Disadvantaged Businesses for services and/or supplies. The amount must be stated as a specific percentage of the total rent to be paid by the PGCB over the term of the lease, including any lump sum payments.

Disadvantaged Business Qualification

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

- a) A proposer qualified as a result of MBE/WBE certification from BMWBO must provide a photocopy of its BMWBO certificate.
- b) A proposer qualified as a result of certification from the U.S. Small Business Administration as an 8(a) disadvantaged business must submit proof of Small Business Administration Certification. The owners of such business must also submit proof of United States citizenship.
- c) A proposer qualified as a "Small Disadvantaged Business" under the rules and regulations of the United States Small Business Administration must provide self-certification and the following:
 - (i) The proposer's attestation that the proposer has 100 or fewer employees.

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- (ii) Proof that the proposer's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
- d) Proof of the United States citizenship of the owners of such business. 6 d) In the case of a joint venture agreement, the proposer must provide a copy of the agreement, together with the documentation necessary to establish the joint venture partner as a Small Disadvantaged Business, as follows:
 - (i) If the joint venture partner qualified as a result of MBE/WBE certification from BMWBO, the proposer must provide a photocopy of the joint venture partner's BMWBO certificate.
 - (ii) If the joint venture partner qualified as a result of certification from the U.S. Small Business Administration as an 8(a) disadvantaged business, the proposer must submit proof of the joint venture partner's Small Business Administration Certification. The proposer must also submit proof of the United States citizenship of the owners of the joint venture partner.
 - (iii) If the joint venture partner qualified as a "Small Disadvantaged Business" under the rules and regulations of the United States Small Business Administration, the proposer must provide the joint venture partner's self-certification and the following:
 - (A) The joint venture partner's attestation that the joint venture partner has 100 or fewer employees.
 - (B) Proof that the joint venture partner's gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished by including a recent tax or audited financial statement.
 - (C) Proof of the United States citizenship of the owners of such joint venture partner.

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



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- a) The name and telephone number of the person within the proposer's organization that DGS may contact regarding the proposer's Small Disadvantaged Business commitments.
- b) The company name, address, and telephone number of the prime contact person for each specific Small Disadvantaged Business included in the proposal. The proposer must specify each Small Disadvantaged Business to which it is making commitments. The proposer will not receive credit by stating it will find a Small Disadvantaged Business after the lease is awarded or by listing several companies and stating it will select one later.
- c) The specific work, goods, or services each Small Disadvantaged Business will perform or provide.
- d) The location where each Small Disadvantaged Business will perform these services.
- e) The timeframe for each Small Disadvantaged Business to provide or deliver the goods or services.
- f) The amount of capital, if any, each Small Disadvantaged Business will be expected to provide.
- g) The form and amount of compensation each Small Disadvantaged Business will receive.
- h) The percent of the total rent that will be paid to each Small Disadvantaged Business.
- i) A signed contract or letter of intent must be included in the Disadvantaged Business portion of the proposal.
- j) If the contractor is a Small Disadvantaged Business qualifying as a result of certification from MBWBO, the proposer must provide a photocopy of the contractor's MBWBO MBE/WBE certificate.
- k) If the contractor is a Small Disadvantaged Business qualifying as a result of 8(a) certification from the U.S. Small Business Administration, the proposer must submit proof of such contractor's Small Business Administration Certification, and proof of the United States citizenship of the owners of such contracting business.



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- l) If the contractor is a Small Disadvantaged Business qualifying as a “Small Disadvantaged Business” under the rules and regulations of the United States Small Business Administration, the proposer must provide the contractor’s self-certification and the following:
 - (i) The contractor’s attestation that the contractor has 100 or fewer employees.
 - (ii) Proof from the contractor that the contractor’s gross annual revenues are less than \$20,000,000 (\$25,000,000 for those businesses in the information technology sales or service business). This can be accomplished via a recent tax or audited financial statement.
 - (iii) Proof of the United States citizenship of the owners of such contracting business.

Lease Obligation

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

Commitments to Small Disadvantaged Businesses made at the time of proposal submittal or during lease, negotiations must be maintained throughout the term of the lease. This requirement also applies to any subsequent LESSOR who takes the lease by assignment. Any proposed change must be submitted to BMWBO, which will, along with the Pennsylvania Gaming Control Board, determine whether a proposed substitution should be approved.

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

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

The LESSOR shall complete the LESSOR’s Quarterly Utilization Report (or similar type document containing the same information) and submit it to the leasing officer of the agency occupying the leased premises and BMWBO within 10 workdays after the end of each quarter the lease is in force. If there was no activity, the form must also be completed, stating “No activity in this quarter.”



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This information will be used to determine the actual dollar amount paid to Small Disadvantaged Businesses as LESSOR's or contractors with LESSOR's, and Small Disadvantaged Businesses involved in joint ventures. Also, it is a record of fulfillment of the commitment the LESSOR made and for which it received consideration for selection.

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

Questions regarding the Disadvantaged Business Program can be directed to:

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

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

Small Disadvantaged Business Commitment Form

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

SUBMISSION OF PROPOSALS:

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



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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 PGCB's sole discretion, result in the rejection of your proposal.

The PGCB 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. PGCB will consider and evaluate the primary and all alternate proposals at its sole discretion.

TYPE OF AGREEMENT:

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

REJECTION OF PROPOSALS:

The PGCB 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 PGCB, contract negotiations with the selected party cannot be concluded within 60 days following the selected party's receipt of a draft lease agreement, the PGCB may at its sole discretion, immediately discontinue negotiations with the selected party and commence negotiations with any other interested party.

INCURRING COSTS:

The PGCB 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 PGCB.



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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 PGCB 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 PGCB will consider the selected party to be the sole point of contact with regard to contractual matters.

DISCLOSURE OF PROPOSAL CONTENTS:

1. **Confidential Information.** The PGCB 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 a signed written statement by a representative of the proposer as to what information is confidential and must additionally provide a redacted version of its proposal, which removes only the confidential proprietary information and trade secrets, for required public disclosure purposes.***

2. **PGCB Use.** All material submitted with the proposal shall be considered the property of the PGCB and may be returned only at the Issuing Office's option. The PGCB 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 PGCB shall have the right to make copies and distribute proposals internally and to comply with public record or other disclosure requirements under the provisions of any Commonwealth or United States statute or regulation, or rule or order of any court of competent jurisdiction.

3. **Public Disclosure.** Public records requests for proposals are governed by and shall be handled in the following manner:

After the award of a lease pursuant to this SFP, all proposal submissions are subject to disclosure in response to a request for public records made under the Pennsylvania Right-to-Know-Law, 65 P.S. § 67.101, et seq., commencing January 1, 2009.



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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 PGCB approval.

FACILITY ACCESS:

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

PENNSYLVANIA STATE SALES AND USE TAX:

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

ORDER OF PRECEDENCE:

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

PROPOSAL REQUIREMENTS

INTRODUCTION:

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

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



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REQUIRED DOCUMENTS:

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

- 1. Proposal to Lease Space to the Pennsylvania Gaming Control Board**
 - As indicated on this form, certain required services should be included as part of your proposal. The required services are, but are not limited, to the following:
 1. All Utilities
 2. Janitorial Services and Supplies (please check the janitorial schedule included in the Agency Specifications attached to this SFP. Do not use the janitorial schedule (Exhibit B) contained in the sample lease.)
 3. Trash Removal
 4. Snow and Ice Removal
 5. Sewer and Water
 6. Lawn and Shrub Care
 7. Acquisition of the Site
 8. Permitting
 9. All Professional Fees
 10. Financing
 11. Building Construction
 12. Real Estate Taxes
 13. Insurance
- 2. LESSOR Identity Disclosure**
- 3. Agency Agreement/Limited Agent Authority**
- 4. Contractor Responsibility Certification**
- 5. Acknowledgment/Usable Area Definition**
- 6. Small Disadvantaged Business Commitment Form**

In addition to the required standard forms, a graphic schedule and narrative on the schedule through the design and construction phases of the project is required. This schedule will be used to complete **SECTION 14** of the draft lease agreement (**APPENDIX A**), and will include how the proposer plans to meet its proposed final completion date of **March 26, 2012**. The schedule for the development of the site should include but are not limited to:

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



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ADDITIONAL INFORMATION:

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

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



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III. Proposal Requirements / Leasing Specifications

A. Introduction

This document describes the office design and specifications for the Pennsylvania Gaming Control Board (LESSEE), Western Pennsylvania offices, which will require approximately **5,600 – 6,500** useable square footage.

After an evaluation of the functions and organizational relationships and the objectives and requirements for the Pennsylvania Gaming Control Board Offices and programs in the Western Pennsylvania area, this material provides optimal facilities for the functionality of the Office.

It is important that proposed offices be located as to provide easy and timely access to both the Pittsburgh CBD and Harrisburg via the Pennsylvania Turnpike. It is also important that all submitting properties specifically address their parking requirement for 32 cars, at least 4 of which will require 24 hour, 7 days a week parking accommodations. Hotel accommodations and other amenities such as restaurants should be located in the immediate vicinity of the proposed office location and should be identified in your responses. Please describe public transportation serving the proposed office location.

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

The LESSOR shall retain professional space planning/interior design services and provide them to the LESSEE as a part of this project. These services shall be performed by an architectural or commercial interior design firm fully experienced in all aspects of office design.

The LESSEE shall have final approval of this firm and the individuals assigned to the project. Detailed descriptions of the interior design services required by the LESSEE are included in a separate part of this document.

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

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



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LESSOR shall be responsible for obtaining all permits and approvals of any kind necessary for the proper and lawful execution of the work. This shall be done at his own expense.

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

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

B. Office Design Color Coordination

Floor covering, wall covering, furniture partitions, counter surfaces, and window treatments will be color coordinated with colors as designated by the Pennsylvania Gaming Control Board.

C. General Specifications

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

CODES AND STANDARDS

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

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

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

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

Pennsylvania Act 222 - Building Energy Conservation Law.

Energy Policy Act of 1992 (P.L. 102-486).



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

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

NFPA - Latest edition, with particular emphasis on Sections #1 - Fire Prevention Code; #10 - Portable Fire Extinguishers; #13 - Installation of Sprinkler System; #13A - Maintenance of Sprinklers Systems; and #14 - Standpipe and Hose Systems.

NFPA 101 - Life Safety Code, latest edition.

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

Radon Gas Exposure - The site shall be evaluated prior to occupancy for radiation level and Radon/Radon Progeny concentration. If Radon/Radon Progeny levels are above EPA Recommended Standards as existing at the time of occupancy of the premise by LESSEE, plans for corrective action in the HVAC specifications will be required. If at any time during occupancy the Radon/Radon Progeny levels exceed the EPA recommendations at that time, the LESSOR shall take necessary corrective action upon notification in writing by the LESSEE. Such action must be taken within two months of the notification.

Flood Plain - Site can be inside flood plain but above the 100-year flood zone as defined by the Federal Emergency Management Agency and United States Army Corps of Engineers.

Wastewater - Any proposed facility may be connected to either public or private sewer or 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.

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

D. Space Planning/Interior Design Services

These services are to insure that the final character and configuration of the new space, furnishings, and equipment fully satisfy the functional and aesthetic requirements of the LESSEE while meeting all applicable codes and regulations. These services shall include but are not necessarily limited to the following:



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- Development of work schedule to meet project deadlines.
- Verification of the various project requirements, personnel counts, and space allocations contained elsewhere in this document.
- Establishment of adjacency requirements.
- Verification of vacant and projected positions.
- Identification of existing furnishings and equipment to be accommodated in the new facility.
- Documentation of power and signal requirements for each workstation, office, or special area and preparation of all related drawings.
- Recommendation of interior finishes, colors and materials, the preparation of illustration or color boards and a complete finish schedule.
- Provide input during the conceptual design of the building to help insure a high degree of efficiency and compatibility with the needs of the LESSEE, particularly in regard to the floor plan layouts and the required building dimensions.
- Development of schematic or block floor plan layouts.
- Physical verification of all interior building dimensions and conditions.
- Preparation of design development drawings based on the approved schematics, typical workstations, and Commonwealth guidelines for access and circulation.
- Review and revise design development drawings as required to gain final LESSEE approval.
- Assist LESSOR and LESSEE in the review and evaluation of competitive proposals.
- Schedule and coordinate the delivery and installation of all interior items including the refurbishment of previously owned items.
- Visit the job site as required during the course of the project to resolve any problems that may arise and monitor the quality and progress of installation of all interior items.



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- Participate in the final inspection and preparation of the punch list for all interior items.

Provide the tenant with accurate as installed drawings for all interior items on hard copy drawn to a minimum 1/8" = 1'0" scale.

E. Office Layout and Design Specifications

Office reception area shall consist of approximately 288 useable square footage. Unhindered public entrance to the reception area is required during office hours, 7:30 AM -6:00 PM Monday through Friday.

The reception area must include space to accommodate a desk and be equipped with a call buzzer or telephone to contact staff for assistance during normal business hours.

Entrance from reception area to Office Suite must be accomplished by the use of keyless entry system. This is more fully explained in the "Common Facilities" section in this document.

F. Entrance and Exit Specifications

The entrance to the building and premises must be compliant with the Americans with Disabilities Act. The entrance door shall be accessible by staff members utilizing a keyless entry system.

If Office Suite is located on the 2nd floor or higher, an unattended elevator shall be available. The elevator must be compliant with the Americans with Disabilities Act. The Elevator Contractor must be an elevator manufacturer or authorized manufacturer's franchise holder. Acceptable manufacturers are Dover, Otis Elevator Company or equivalent.

LESSOR shall be responsible for maintenance of all licenses and permits provided, as well, as all required inspections and tests. Elevators shall comply with applicable building and elevator codes, including but not limited to the following:

- ANSI A17.1
- National Electric Code
- PA Department of Labor and Industry Elevator Regulations
- Americans with Disabilities Act
- Uniform Federal Accessibility Standards



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The elevators are required to meet the following standards as approved by the LESSEE:

- A minimum standard speed of 200 FPM.
- Logic control system shall be a microprocessor-based closed loop control systems and shall be provided to perform all the functions of safe elevator motor and elevator door control. This shall include all the hardware required to connect, transfer and interrupt power, and protect the motor against overloading. The system shall also perform group operational control.
- Each controller cabinet containing memory equipment shall be properly shielded from line pollution. The microcomputer system shall be designed to accept reprogramming with minimum system downtime.
- The door operator shall be microprocessor-based and reside in the door operator controlling all functions of the door. The microprocessor door operator shall be linked to the main microprocessor through a serial communications link.
- A new pump and power unit, oil pumping, and control mechanism shall be compactly and neatly designed with all of the components combined in a self-contained unit; oil reservoir with tank cover and controller compartment with cover; and oil-hydraulic pump; an electric motor; and oil control unit built into a single housing, a high pressure relief valve; a check valve; and automatic unloading up start valve; a lowering and leveling valve; and a magnetic controller.
- The pump shall be specially designed and manufactured for oil-hydraulic elevator service. It shall be of the positive displacement type, inherently designed for steady discharge with minimum pulsations to give smooth and quiet operation. Output of pump shall not vary more than 10% between no load and full load on the elevator car.

The elevator(s) shall include complete operational and control systems, new door operators, car operating stations, hall button fixtures, new cab and hoist way doors, complete cab modernization and various adjustments, safety tests and related repairs.

FIRE PROTECTION

The LESSOR shall provide safety features and fire prevention equipment that complies with state and local codes. The leased space and building in which the LESSEE is housed shall be protected by a centrally controlled and annunciated, non-coded, ADA compliant fire alarm system. The system shall include audible



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and visual alert devices, manual pull stations, and automatic heat/smoke detectors. Smoke alarms shall be hardwired to local fire departments or a central dispatch station. All smoke detectors shall have a battery back-up in case of a power failure. The system shall be designed, installed, and maintained in conformance with NFPA 72 National Fire Alarm Code and federal, state, or local codes, whichever is more stringent.

Fire extinguishers shall be strategically placed throughout the Office Suite, including in or outside of the breakroom and entrance/exit egresses. Hand-held multi-purpose dry chemical (or type) fire extinguishers must be placed in areas of concentrated electrical equipment and telecommunications equipment as designed by the LESSEE. This will be finalized in the final accepted floor plan. All extinguishers shall be inspected and/or charged as necessary to maintain working order.

The LESSOR is required to test once a year, with adequate notice. Systems to be tested/inspected include fire alarm, sprinkler, emergency generator, or other safety systems in the building to insure proper operation. The testing and inspection of the systems (and equipment) must be done in accordance with all pertinent codes, and inspection certificates must be displayed as appropriate and/or provided to LESSEE at LESSEE's request. The LESSOR must provide the results of all safety inspections prior to PGCB occupancy of the space.

GENERAL CONSTRUCTION REQUIREMENTS

Proposers who are unable to meet the requirements as presented in any of the following parts: Flooring, Interior Walls, Ceilings, and Lighting, shall provide a detailed alternative proposal for the Pennsylvania Gaming Control Board's consideration.

FLOORING

- **Carpet**

Except in toilet rooms, copier rooms, stairs, designated storage rooms, lunchroom, and other areas excepted by LESSEE, LESSOR shall install new carpeting. All carpeting materials shall be wall-to-wall, tackless, smooth-edged and completed prior to installation of all interior walls.

Carpet material shall be 100% nylon meeting FHA minimum standards for "Heavy Traffic" areas. Carpet material shall be of quality that meets a minimum 10-year wear warranty. Carpet backing material shall be a high performance hawk-lok unitary binding system and shall be glued down with all exposed edges of carpeting terminated with an aluminum "nap-lock" strip secured to the floor to prevent carpeting from pulling loose and curling. All doors in carpeted areas shall be undercut sufficiently to permit free swinging. The grade and color of carpeting shall be subject



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to approval of LESSEE. Carpeting must conform to Federal Occupation Health and Safety Regulations concerning fire proofing.

Carpet shall be replaced during the term of the lease as needed and as requested by the LESSEE when normal wear and tear so requires. All carpeting is to be replaced upon LESSEE's option.

- **Vinyl Composition Tile**

Flooring in copier rooms, breakrooms, designated storage rooms and other areas designated by LESSEE shall consist of vinyl composition tile. Vinyl composition tile shall be "Armstrong" or equivalent, 12" x 12" in size, 1/8" gauge and shall be glued down. The color and pattern of the tile shall be subject to approval of LESSEE. Prior to installation of composition tile, all floors shall be leveled with masonry fill or other appropriate material. Vinyl composition tile shall be replaced during the term of the lease document as needed and as requested by the LESSEE where normal wear and tear so requires.

- **Ceramic Tile**

The interior finishes of toilet facilities shall consist of ceramic tile flooring. The color and pattern is to be approved by the LESSEE. Prior to installation of ceramic tile, all floors shall be leveled with masonry fill or other appropriate material, as necessary.

- **Adhesive**

All carpet, vinyl tile, and cove base shall be installed using a non-toxic, low odor, and solvent free adhesive. Adhesive shall be antimicrobial with no hazardous vapors and contain no carcinogenic material such as Envirotec Healthguard Adhesives as manufactured by W.F. Taylor, Co., of Chicago, Illinois or LESSEE-approved equal.

DEMISING WALL

All demising and exterior walls must be constructed from slab to slab with only building standard penetrations for mechanical systems to penetrate. All demising walls must have sufficient sound batting insulation in order to eliminate normal sound transmissions between the PGCB and adjacent tenants and/or common areas.

INTERIOR WALLS

Floor-to-ceiling walls shall be professionally installed, constructed of either wood or steel studs, covered with gypsum board, finished, painted or papered, and trimmed as approved by LESSEE. All walls shall be placed on carpeting and shall meet but not subtend the ceiling structure. Fastening of the walls to the floor shall not be done in any way that removal of the wall will cause spalling of the subfloor. Drilling and anchor systems are preferred but any other system



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producing the same results is acceptable. All electrical/communications/data components shall be installed in the wall.

- **Restrooms**

Public Restrooms shall be conveniently located outside of the leased Office Suite.

DOORS

- **Interior**

The interior doors shall consist of solid core doors in standard sizes and finishes as required. They shall be provided with door hardware, stops, and master keyed locks as indicated by LESSEE. All door frames shall be steel.

- **Exterior**

All exterior doors and frames shall be steel or aluminum. All hardware shall conform to the requirements of the Pennsylvania Department of Labor and Industry and all other applicable codes. They shall be provided with stops and card based keyless entry system, as further described under "Common Facilities.

- **Fire exit doors into fire towers**

Exit doors into stair wells or fire towers shall be of B label construction or as required by the Pennsylvania Department of Labor and Industry and all other applicable codes.

CEILINGS

All ceilings shall be acoustical tile suspended by an intermediate duty suspension grid system. Acoustical tile and grid system for ceilings shall be selected for interior environmental control as manufactured by U.S. Gypsum, Armstrong, Celotex, or approved equal. All ceilings shall be a minimum of 8'6" in height with a preference of 9' in height above finish flooring. Any exposed mechanical and electrical elements are acceptable if in accordance with codes and if treated in an aesthetic manner and approved by LESSEE. All ceilings shall have a Class-A fire resistance rating as defined by UL (Underwriters Laboratories). Ceilings shall have a 75% minimum light reflectance. All ceilings are to reduce sound transmission with a minimum NRC of 0.55 and an STC range of 35-39. Ceiling(s) in the telecommunication/data room(s) must be provided with acoustical tile on a suspension grid system.



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ELECTRICAL POWER DISTRIBUTION

Characteristics to be provided to the LESSEE include:

- 115 volt, 60Hz with common ground and surge protection
- 208/230 VAC, 60Hz, 1 Ph.
- 115 volt, 60Hz with Isolated Ground and Surge Protection

Electrical services shall be provided in accordance with plans supplied by LESSEE. All material used in these installations shall be new and shall be installed in conformance with the requirements of the National Electrical Code, the National Board of Fire Underwriters, the Pennsylvania Department of Labor and Industry, and any other governmental or local authority having jurisdiction.

All isolated ground circuits shall be established by connection of an insulated ground wire from the isolated ground receptacle to the distribution panel for that circuit or by connection of an insulated ground wire to a suitable grounding wire to a suitable grounding source independent of other electrical circuits e.g. to the building steel structure or a grounding rod furnished for this purpose. The intent is to avoid the possibility of fault currents from other pieces of equipment being able to interfere with or damage electronic processing equipment by conduction of fault currents through the isolated ground receptacle.

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

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

A separate electrical meter for the PGCB's tenancy shall be provided and installed. All electrical equipment shall be UL approved.

LIGHTING

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



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Office areas and other special use areas shall be lighted to the level stated below. All areas shall be illuminated with four (4) tube recessed fluorescent fixtures with prismatic lenses. All lighted fixtures shall have energy efficient electronic ballasts such as Advance #REL-4P32-TP or approved equal with a minimum ballast factor of 90%. Furnish and install a complete set of 32 watt maximum T-8 lamps with 4100K color temperature and 75 minimum CRI such as Osram Sylvania Octron T-8 F032/741 or approved equal. Replacement of bulbs shall meet the same specification.

If approved, a retrofit of all incandescent lamps in existing structures can be substituted. The retrofit shall consist of replacement of all incandescent lamps with energy efficient fluorescent or compact fluorescent lamps with 4100K color temperature, 80 lumens per watt minimum average lamp efficacy and 75 minimum CRI and electronic ballasts with minimum power factor of 90%. All replacement lamps shall meet this same specification.

Work Surfaces (Systems)	100 ft candles
Work Surfaces (Private Offices)	100 ft candles
Work Area General Lighting	50 ft candles
Telecommunication Rooms	100 ft candles
Hallways	50 ft candles
Conference Rooms and Meeting Rooms	50 ft candles
Restrooms	30 ft candles
Exit Lighting	Shall consume no more than 5 watts per fixture

PEST CONTROL

The LESSOR shall provide professional exterminating services in a system of integrated pest management. All compounds to be used are to be approved by LESSEE prior to application.

MECHANICAL SYSTEMS CRITERIA

A. Heating, Ventilation & Air Conditioning (HVAC)

All areas are to be heated, ventilated and cooled and conform to the below specifications:

1. Temperatures

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

2. Humidity

Humidity shall be maintained between 40% and 60% relative humidity in all areas that are mechanically cooled and heated. If required to meet the conditions, power humidifiers installed in the central system shall be employed.

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No supplemental humidification need be provided in areas not mechanically cooled. Care shall be taken in designing the building envelope, including windows, so that condensation will not occur on interior surfaces during the winter nor on exterior surfaces during the summer. Reduction of humidity levels will not be allowed to compensate for inadequate building envelope design.

3. Ventilation

All ventilation will meet the recommendations of the American Society of Heating, Refrigeration and Air Conditioning Engineers (ASHRAE) Standard 62, current revision. The current revision requires the introduction of at least 20% outside air in all office areas. All air intakes shall be located to preclude the introduction of exhaust air from all exhaust air sources. Use of an economizer package allowing up to 100% outside air is acceptable provided all other conditions of temperature and humidity are met. The ability for the PGCB to control the ventilation system in regards to its space is extremely important. Please describe in detail the ventilation system to service the premises and the PGCB's ability to adjust air flow and temperature within its space.

4. Filtration

All areas serviced by heating or air conditioning or ventilation systems will have a fiberglass pre-filter of at least 2-inch minimum thickness installed in that system. The pre-filter will be installed in the system at a place that will filter all air handled by the system before distribution into the work areas or public areas. All filters will be replaced by the LESSOR on a monthly schedule or more often, if required by operating conditions.

During replacement operations, the system will be completely shut off to, avoid the distribution of dust through the system.

5. HVAC Controls

HVAC shall be manually controlled by LESSEE.

B. Plumbing/Utilities

1. All plumbing and utilities shall meet the current plumbing and building codes of the City of Harrisburg, Pennsylvania. In no instance will GRANDFATHERING of nonconforming plumbing or utilities be allowed.

ALL PLUMBING AND UTILITIES SHALL MEET CODES AS DESIGNATED FOR NEW CONSTRUCTION.

OVERVIEW OF SPACE REQUIREMENT

Office space totaling approximately 5,600 – 6,500 useable square feet shall be provided. A more detailed description of the requirement is as follows.



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PRIVATE OFFICES / CUBICLE REQUIREMENT

The following facilities are required:

Provide Floor-to-Ceiling Walls, including Locking Doors and a minimum three (3) CAT-6 drops with two (2) RJ-45 CAT-6 jacks per drop for voice and data connectivity which will be identified on the final floor plan for the following:

- 1 area of at least 238 square foot to be used as a private office;
- 7 areas of at least 168 square feet each to be used as private offices.

Provide an open common area that will adequately accommodate a minimum of 23 (6'x9') cubicles. Each cubicle must have at a minimum two (2) CAT-6 drops with two (2) RJ-45 CAT-6 jacks per drop for voice and data connectivity which will be identified on the final floor plan.

COMMON FACILITIES

The following miscellaneous facilities are required for the general use of building occupants:

Keyless Access

LESSOR is responsible for all costs to install the PGCB card based keyless entry system from the PGCB current offices using Berkshire Systems, a Commonwealth approved vendor, as specified by the PGCB. This will include but not limited to all doors accessing the main entrance, file rooms, and voice/data room. All exterior doors shall contain keyed locking hardware provided and maintained by the LESSOR. All areas to be secured, along with the location of the security equipment, will be identified on the final floor plan.

Reception

An area connected to the main/public entrance or corridor shall be used as a reception area and waiting room with limited, controlled access by the public. This area shall be connected by secure entrances, using keyless entry. The reception area must have at a minimum three (3) CAT-6 drops with two (2) RJ-45 CAT-6 jacks per drop for voice and data connectivity which will be identified on the final floor plan. This area shall be approximately 288 square feet.

Small Conference Room

One (1) conference room located near the reception area shall be provided with floor-to-ceiling sound proof walls and with a locking door. It shall be at least 168 square feet and must accommodate a minimum of six (6) people. A minimum of three (3) CAT-6 drops with two (2) RJ-45 CAT-6 jacks per drop for voice and data connectivity are required and will be identified on the final floor plan.



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Copy Areas

Two separate copy areas for a copier, printers, and fax machine shall be provided with floor to ceiling walls and shall be approximately 80 square feet of floor space. A work counter and cabinets shall also be provided. Dedicated electrical circuits shall be installed for the copier and printer as specified in the electrical requirements section herein. A minimum of three (3) CAT-6 drops with two (2) RJ-45 CAT-6 jacks per drop for voice and data connectivity are required and will be identified on the final floor plan.

Filing/Storage Room

A file room or rooms shall be provided to accommodate free-standing metal shelves provided by the Lessee and filing cabinets. This space shall total a minimum of 600 square feet.

Break Room

One (1) Break Room shall be approximately 200 square feet of floor space and shall have floor-to-ceiling walls. Provisions for a minimum of a refrigerator and a microwave shall be made available. The LESSOR shall provide a double stainless steel sink with hot and cold water, flush laminate counter top and base, and wall cabinets. A minimum of two (2) CAT-6 drops with one (1) RJ-45 CAT-6 jack per drop for voice connectivity are required and will be identified on the final floor plan.

Large Conference Room

A large conference room shall be provided with floor-to-ceiling sound proof walls, located near the reception area, and shall be a minimum of 368 square feet of floor space. A minimum of six electrical outlets on the walls and a duplex electrical outlet in the floor under the location of the conference room table will be required in this room and will be identified on the final floor plan. A minimum of six CAT-6 drops on the walls with two RJ-45 CAT-6 jacks per drop for a total of at least 12 voice/data connections and twelve (12) CAT-6 connections will be located in the floor under the location of the conference room table will be required in this room for voice and data connectivity and will be identified on the final floor plan.

Server Voice/Data Room

A secure voice/data room shall be provided with floor-to-ceiling walls and shall require approximately 100 square feet of floor space. This room shall be lockable and require key card access.

Data and Telecommunications Requirements

The LESSOR will be responsible for providing and installing all cable and connectors necessary to support voice and data related equipment as designated by lessee. LESSOR should assume a minimum of one hundred ninety (190) CAT-6 drops to be used for voice and data will be required. This number may change based on individual building configuration.



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Cabling Requirements

The following gives additional instructions on voice, data, electrical, and the secure voice/data room installation. Once the PGCB has a final furniture plan in place, a Final Statement of Work will be submitted with the floor layout showing exact voice/data and electrical locations for the office as well as a detailed layout of the secure voice/data room.

All permits, applications, ordinances, licenses, etc., of the respective city, county, state, and federal governments are the sole responsibility of the vendor. Failure to comply with any necessary documentation is at the vendor's own risk. The Pennsylvania Gaming Control Board is not responsible to provide, furnish, account, or be held responsible for, any and all documentation in regards to working permits and licenses.

The following is a sequenced listing of steps that need to be completed in order to successfully complete this project:

A. Remove Unused Voice, Data and Coax cable

Before cabling the Office Suite, vendor must remove all un-terminated existing voice, riser and data cables from their ending points (drops and cables terminated within the proposed office area) all the way back to their origination points or MDF. Unused voice and data cabling is defined as cabling that is un-terminated and abandoned.

B. Secure Voice/Data Room Construction

1. The secure voice/data room door must be equipped with a lockable key-set and require key card access.
2. The floor should be either:
 - a. Sealed concrete or,
 - b. Non-static vinyl floor tile.
3. There should be either no ceiling or a dropped ceiling in the secure voice/data room.
4. The room **MUST** be equipped with year-round cooling or air circulation to maintain a temperature in the room at or near 72F to 76F.
5. Install unpainted fire retardant 3/4" plywood (good on one side) on one wall two (2) walls of the secure voice/data room to create an area (8' height X 8' wide) on each wall to be used as a Telco wall-field. Typically, behind a newly installed LAN rack.



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C. Install Secure Voice/Data Room Equipment and Wiring

1. Install a new floor mounted rack which is at a minimum of size of seven (7) feet tall by nineteen (19) inches and will be identified on the final floor plan.
2. PGCB will provide the UPS (battery back-up unit), power strip and network switches that go in the floor mounted rack.
3. The cabling contractor is to install a ground bus bar at the top of the floor mounted rack on the backside of the rack frame rails.

D. Electrical Requirements

1. In general, a maximum of (4) PC's will be on each 20 amp dedicated circuit and each printer and copier will also be on their own dedicated circuit. Dedicated circuits will be marked on the floor plan. There will also be convenience outlets in each cube or office, and throughout the Office Suite. These may or may not be marked on the floor plan and will be separate from the PC circuits. All dedicated circuits must be orange in color.
2. A minimum of five (5) 120-volt, 20-amp (NEMA 5-20R) wall mounted duplex electrical outlets shall be installed as dedicated circuits at each location marked on the final secure voice/data room floor plan.
3. Install # 6, stranded, copper wire having a green insulated covering between building ground or the electrical panel ground and connect it to the ground bus bar that is to be installed at the top of the supplied server racks on the back side of the frame rails.

E. Install Cabling

All the voice and data cabling will use CAT-6 cabling to provide the flexibility to use any jack for either voice or data communications.

1. All cables must be run in such a way that they will not exceed the 300 foot maximum length and must pass a wirescope test.
2. The cabling contractor is responsible for the installation of the required ladder rack above the LAN rack to properly transition the LAN cabling from the ceiling or adjacent wall to the top of the LAN rack.
3. Install a minimum of four (4) new 48-port CAT-6 patch panel in the LAN rack in the secured voice/data room. Wire management must be installed above and below each patch panel.
4. Install approximately one hundred ninety (190) CAT-6 cables between the LAN rack patch panels and the workstation faceplates terminating in RJ-45 jacks as indicated on the final office floor plan.



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5. All cabling must be installed, tested, labeled, and warranted to meet the needs of the PGCB.
6. All drops must be terminated in vendor supplied tombstones or through a whip into modular furniture with a biscuit block. At no time should a bare cable be unprotected, accessible, or visible. In addition, per industry standards, a metal barrier must separate all data cables if an electrical source is in close proximity. As an example, data cabling must not be in the same channel as cubicle electrical cabling unless they are completely separated by a metallic separator or ferrous Greenfield.
7. Fiber cabling is required between the building demarc to the secure voice/data room for data communications. Twelve (12) strand plenum armored fiber optic cable with SC connector terminations are required. All strands shall be terminated at each end to provide full connective. All cables will be marked by cable number.
8. Install fifty (50) pair cable between the building demarc to the secure voice/data room for voice communications. Terminate each end of this cable in patch panels. All cables will be marked by cable number.

Vehicular Facilities

LESSEE requires the ability to access 32 parking spaces on-site. Some vehicles will be require in and out capabilities 7 days per week, 24 hours per day. Additionally, LESSEE will require at least 4 parking spaces that will accommodate vehicles for utilization 24 hours per day, 7 days per week (overnight parking). Covered and secure parking would be preferred. Dedicated spots close to the proposed building will be considered to accommodate this request.

Additional Requirements

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.

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.



APPENDIX A – SAMPLE LEASE AGREEMENT



PENNSYLVANIA GAMING CONTROL BOARD

Lease Number:

THIS LEASE AGREEMENT ("LEASE") is executed this _____ day of _____, 2011, by and between **THE PENNSYLVANIA GAMING CONTROL BOARD**, a Pennsylvania body corporate and politic (hereinafter called "LESSEE"), and _____ (hereinafter called "LESSOR").

WHEREAS, The Pennsylvania Race Horse Development and Gaming Act ("Gaming Act"), 4 Pa.C.S. §1101 et. mg., enacted in July 5, 2004, P.S. 572, No. 71, first amended on November 1, 2006, P.L. 1243, No. 135, and subsequently amended on January 7, 2010, P.L. 1, No. 1, establishes the PGCB, 4 Pa.C.S. §1101 et. seg., as "*an independent board*," which shall be "*a body corporate and politic*," See 4 Pa.C.S. §1201), thus removing the term "*administrative*" from its stated characteristics and removing the Board from the exclusive requirement that the DGS must act as its agent in executing all real estate leases as set forth under 71 P.S. §632(d) of the Administrative Code and giving the LESSEE authority to act as its own agent.

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 the Pennsylvania Gaming Control Board for offices, storage, hearings, and related uses, the premises, or part of the building, situated at _____, Pennsylvania, more specifically described on the plan and/or specifications attached hereto marked Exhibit "A", and consisting of approximately _____ net usable square feet (the "PREMISES") together with the appurtenances thereto, as more fully set forth below, as well as adequate means of ingress and egress to the PREMISES. The parties agree that for the purposes of this LEASE, "net usable square feet" has been computed by measuring the area to be used by the 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. LESSOR reserves the right to install, maintain, use, repair and replace pipes, ducts, conduits and wires leading through the PREMISES in the space between the lower surface of the floor slab of the roof and LESSEE's finished ceilings, common conduits through the PREMISES and otherwise at locations which will not interfere with LESSEE's use thereof, to serve other parts of the building or other parts of _____. LESSOR lets unto LESSEE _____ () parking spaces situate _____ Pennsylvania. The lease of parking space is included in the rent provided in Paragraph 3 hereof.

2. TERM. The term of the LEASE shall commence on _____, or such later date that the PREMISES is accepted for occupancy by the LESSEE ("Commencement Date") through the execution of a Lease Acceptance Certificate and terminate _____ () years after the Commencement Date. The foregoing notwithstanding, LESSOR shall make commercially reasonable efforts to allow LESSEE to occupy the PREMISES (without interfering with LESSOR's occupancy to complete the work) starting on the date fifteen (15) days prior to the Commencement Date solely for purposes of moving in personal property, permitted fixtures and equipment of LESSEE. At the expiration or termination of this LEASE, however occurring, LESSEE shall deliver up the PREMISES in good condition, ordinary wear and tear excepted, clean and empty of LESSEE's property, fixtures and equipment, along with all keys, codes and security information with respect to the PREMISES.

3. RENT. LESSEE shall pay LESSOR rent for the use and occupancy of the PREMISES. The rental rate for the first year of the LEASE shall be _____ and 00/100 Dollars (\$_____) per net usable square foot per year. During the first year of the LEASE, LESSEE shall pay RENT each month in the amount of _____ 00/100 Dollars (\$_____) ("Initial Rent") comprising an annual rental of _____ 00/100 Dollars (\$_____) . All Rent shall be due and payable in advance on the first day of each month during the term of the LEASE which shall be paid promptly when due, without notice or demand and without abatement, reduction or set-off to the LESSOR at the address set forth herein or such other place as LESSOR may from time to time designate in writing to LESSEE.

The rental rate shall be comprised of Base Rent of _____ Dollars (\$_____) per net usable square foot per year and "Additional Rent." The Additional Rent for the first year of the LEASE shall be _____ Dollars (\$_____) per net usable square foot per year. The Additional Rent (and, therefore, the RENT) for the second and succeeding years of the term of the LEASE shall be adjusted in accordance with Paragraph 5 below.

4. RENT ADJUSTMENT. An annual adjustment to the RENT, up to a maximum annual amount of 5% of the preceding years' Additional Rent, shall be made to cover increases or decreases in the costs of real estate taxes, utilities, water, sewer, trash removal, insurance and janitorial services. The actual amount of the adjustment (increase or decrease) shall be determined by annually applying the CPI-U, NE Cities index (Consumer Price Index for all Urban Consumers, Northeast Cities index, all items, as found in table 11 of the CPI Detailed Report published by the U.S. Department of Labor, Bureau of Labor Statistics) to the amount of the Additional Rent for the preceding year of the LEASE.

LESSOR and LESSEE agree that the CPI-U, NE Cities Index reported four months prior to each anniversary date of the LEASE, including any option periods, shall be used to determine the amount of the adjustment. LESSEE shall, without the necessity of a request from LESSOR, apply the percentage of change in the Index to the Additional Rent and then add the adjusted Additional Rent to the Base Rent to calculate the RENT, to be paid for the following year of the LEASE.

The Additional Rent shall not be adjusted to reflect actual costs incurred by LESSOR during the term of this LEASE, nor shall the amounts paid as Additional Rent be adjusted to reflect changes in the above LESSOR costs.

5. OPTIONS. LESSEE, at its sole discretion, shall have the option to renew this LEASE for additional terms. In order to exercise an option, LESSEE must give LESSOR months' prior written notice before expiration of the then current term. LESSEE shall have the following options set forth below or, if later, as adjusted by Commencement Date _____:

	<u>Beginning Date</u>	<u>Expiration Date</u>	<u>Base Rent</u>
1 st Renewal Term			
2 nd Renewal Term			

Additional Rent, as provided for and calculated during the original term of the LEASE in accordance with Paragraph 4, above, shall be added to the "Base Rent" set forth above. During the option term(s), additional Rent adjustments will be made and applied during each and every year of the option term(s) and will continue to be calculated in the same fashion as in the initial term or preceding option term, if any, and in accordance with Paragraph 4 above.

7. HOLDOVER/TERMINATION. Should LESSEE holdover in possession after the expiration of the initial term of this LEASE (without exercising the option) or any option renewal term (without exercising any remaining option), such holding over shall not be deemed to extend the term of this LEASE or any renewal, but the tenancy thereafter shall continue from month to month, subject to the covenants and conditions of this LEASE, until either party shall give the other not less than ninety (90) days' notice in writing of their intention to terminate the tenancy. In the event LESSEE decides to holdover rather than exercise an option under Paragraph 5, LESSEE shall pay the amount of the monthly rent that would apply under such option for each month of occupancy as a holdover lessee.

8. CANCELLATION. It is understood and agreed between the parties hereto that if the governmental function for which the PREMISES are being leased, is abolished, or is limited or restricted so as to be impractical to remain in the PREMISES, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the RENT or any other amount hereunder, or by Law of Congress, or by any Action taken under authority conferred by such acts or laws, or decision of court; then the LESSEE shall have the right to cancel this LEASE by giving one month's notice in writing. If the LEASE is canceled pursuant to the provisions of this Paragraph, to the fullest extent permitted by law, LESSEE shall reimburse LESSOR for unamortized (even 120 month amortization) costs and expenses related to the renovations or otherwise incurred by LESSOR in connection to this LEASE. The agreed upon estimated total of such costs and expenses is \$_____.

9. 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.

10. SERVICES. LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this LEASE, shall provide, maintain, and pay the periodic charges for heat, ventilation and air conditioning: all energy used and consumed on the PREMISES including but not limited to electric; water and sewer; hot and cold water; snow and ice removal from exterior walks; janitorial services and supplies in accordance with Exhibit "B"; trash removal (from LESSOR's property); and lavatories and water coolers in accordance with Department of Labor and Industry requirements.

The rental rate provided in this LEASE presumes a normal workweek from Monday through Friday, at the hours of 7:00 A.M. to 7:00 P.M. LESSEE may use the PREMISES beyond these hours. The building will be accessible seven days a week, twenty-four hours a day.

LESSOR shall cause all necessary utility lines and services to be brought to the designated locations throughout the whole PREMISES as shown in Exhibit "A". LESSOR shall not be responsible for extending and/or connecting such lines to the equipment, machinery and fixtures of LESSEE or for any repair or maintenance of such equipment, fixtures or machinery. LESSEE shall not place any excessive or unreasonable load or burden on the capacity of the building systems and utility lines and services. LESSOR may interrupt, curtail or suspend utility services when necessary by reason of accident or emergency or as needed for repairs, alterations or improvements that are necessary, provided that LESSOR pursues such repairs, alterations or improvements with due diligence and makes reasonable efforts to minimize any interruption of LESSEE's activities in the PREMISES. LESSOR shall not be liable for any failure of utility companies or governmental authorities to supply any utility services or with respect to the quality or quantity of same. LESSEE, at its sole cost and expense, shall provide, maintain, and pay the periodic charges for telephone, internet, and other telecommunications/audio-visual services. LESSEE shall provide at its cost and expense, the audio visual, telecommunications and computing equipment and related furniture and fixtures to be placed by LESSEE in the PREMISES.

11. DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT. To the extent that LESSOR has made commitments to disadvantaged businesses in its Disadvantaged Business Submittal, those commitments are set forth in Exhibit C, which is attached hereto and made a part hereof. LESSOR agrees to meet and maintain those commitments through the LEASE term, to the extent, such parties are available to provide the services described. Any proposed change must be submitted to the LESSEE for approval. If LESSOR has made commitments to disadvantaged businesses in Exhibit C, LESSOR shall complete the LESSOR's Quarterly Utilization Report and submit it to the LESSEE at the end of each calendar quarter during the term of the LEASE.

12. TAXES. LESSOR agrees to pay, prior to delinquency and directly to the taxing authority, all real estate taxes and municipal assessments applicable to the PREMISES.

13. MAINTENANCE. LESSOR, at its sole cost and in return for the rent paid by LESSEE pursuant to this LEASE, shall maintain, repair (upon notice from LESSEE) and provide the continuous upkeep of the exterior of the building(s), all internal building systems, including but not limited to, electrical, lighting, plumbing, heating, ventilation equipment, air conditioning, elevators, escalators, and/or lifts, and as more specifically stated in the Agency Specifications and below:

a. LIGHTING - All lighting shall be maintained at working levels which meet the minimum standard of the American Illuminating Engineering Society Lighting Handbook, Current Edition in effect at the time of the commencement of the LEASE. LESSOR shall provide, install, and replace all light bulbs, tubes, ballasts, and starters.

b. HEATING, VENTILATION AND AIR CONDITIONING - HVAC systems shall be designed, maintained and operated in a manner which results in reasonable energy efficiency. All equipment and systems shall be in operating order 24 hours per day and shall be serviced and maintained by LESSOR. Systems shall be inspected and serviced regularly to insure proper balancing and calibration.

Exhaust systems shall be provided for ventilation of toilet rooms, lunch areas, conference rooms and operate and comply with state and local regulations. Note: AIII HVAC systems shall be designed in accordance with the current ASHRAE standards (where practical) but, ASHRAE 90-75 shall be the standard for new buildings unless the building codes of the local municipality require a more strict standard, in which event the standard required by the municipality will apply.

Heating and air conditioning systems shall be manually controlled by LESSEE; provided, however, that LESSOR may program thermostats to operate solely within a set range of reasonable temperatures for each season.

Mechanical ventilation shall be provided on a year-round basis. Ventilation air introduced into occupied spaces shall be free of outside contaminants and tempered according to the season. Air conditioning systems can be used for winter time ventilation, provided the outside air component must be heated before delivery into the occupied space:

1. For systems introducing 100% outside air, ventilation shall provide a minimum of 20 cfm per occupant or 0.25 cfm per square foot of floor area, whichever is greater.
2. For air recirculation systems, fresh outside air shall be introduced into the systems at a rate of 20 cfm per occupant. (Where design occupancy is unknown it shall assumed to be 7 persons per 1,000 sq. ft., of floor space).
3. In special cases where air recirculation systems are equipped with air cleaning devices designed to remove odorous and gaseous contaminants, the fresh outside air component may be reduced to 5 cfm per occupant.

c. JANITORIAL SERVICES shall be provided in accordance with Exhibit "B".

d. LESSOR shall be responsible for maintaining the building(s) and its internal systems in good condition and shall make all repairs caused by ordinary wear and tear, damage by fire or other casualty and any other cause except such damage caused by LESSEE'S negligence, or the negligence or willful misconduct of LESSEE's agents, business invitees or guests. The building(s) and its internal systems shall be maintained to provide reliable, reasonably energy efficient service without unusual interruption, excessive disturbing noises, unreasonable exposure to fire and safety hazards, excessive air velocities, etc. Without additional charge, LESSEE may require LESSOR to test once a year, with adequate notice, such systems as fire alarm, sprinkler, emergency generator, or other safety systems in the building to insure proper operation. The testing and inspection of the systems (and its equipment) must be done in accordance with applicable codes, and inspection certificates must be displayed as appropriate and/or provided to LESSEE at LESSEE's request.

e. LESSOR shall submit, within one month after the commencement date of this LEASE and each year thereafter, current certifications from reputable contractors that all fire suppression systems are being serviced and tested on an acceptable periodic basis. Certificates shall be submitted for the following items, where applicable: sprinkler system, fire alarm system, emergency light, and fire extinguishers.

f. LESSOR shall submit within one month after the Commencement Date of this LEASE and annually thereafter, current certifications from its insurance or service company, wherever is applicable, that all elevators are being serviced and inspected on an acceptable periodic basis.

g. LESSOR shall be responsible for the exterior maintenance of the facility including but not limited to landscaping, lawn and shrub care and parking lots, (including policing, that is, assuring that the number of parking spaces provided for the LESSEE are available for use by LESSEE, its employees, and invitees, but no including security for the parking area) except as otherwise provided in this Lease.

h. LESSOR must have a building superintendent or a locally-designated representative available to proactively manage the PREMISES and promptly respond to LESSEE'S requests to correct any LEASE deficiency.

i. LESSOR shall repaint the PREMISES every ___ () years during the term of this LEASE and any option terms. LESSEE may waive any repainting if, in its sole judgment, it determines that said repainting is not necessary.

14. CONSTRUCTION. LESSOR shall, at its cost and expense, and in return for the rent paid by LESSEE pursuant to this LEASE, construct and renovate the PREMISES substantially in accordance with the plans and/or specifications listed and set forth in Exhibit "A" (the "Work"). Prior to occupancy, minor punch list items and the due dates for completion of said punch list items shall be established and agreed upon by LESSOR and LESSEE. LESSOR agrees and acknowledges that all change orders to the Work, unless paid solely by or for LESSOR, must be signed and authorized by the Pennsylvania Gaming Control Board. Any such change orders which exceed \$5,000.00 and all such change orders when the aggregate of change orders will exceed \$50,000.00 must also be signed and authorized by the Pennsylvania Gaming Control Board Comptroller. Failure of the LESSOR to obtain the required signatures shall relieve the Pennsylvania Gaming Control Board 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 alterations to the PREMISES outside of the scope of the 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.

Except as otherwise provided herein, after the Commencement Date LESSOR shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES (except for rights reserved in Paragraph 1 above), without the prior written consent of the LESSEE, which shall not be unreasonably withheld or delayed. All alterations, improvements, or additions to the PREMISES shall comply with all applicable laws.

In all its procurement documents for renovations to the PREMISES, the LESSOR shall require that any new insulation provided for in the renovations must contain the minimum percentage of postconsumer recovered paper or recovered material as shown below for the applicable product:

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

"Postconsumer recovered paper" is defined as "Any paper, paperboard and fibrous wastes from retail stores, office buildings, homes and so forth, after they have passed through their end-usage as a consumer item including: used corrugated boxes; old newspapers; old magazines; mixed waste paper; tabulating cards and used cordage; as well as all paper, paperboard and fibrous wastes that enter and are collected from municipal solid waste."

"Recovered materials" is defined as "Waste material and byproducts which have been recovered or diverted from solid waste, but such term does not include those materials and byproducts generated from, and commonly reused within, an original manufacturing process."

Upon request by LESSEE, the LESSOR shall require the contractor to provide the LESSEE with documentary evidence that the insulation provided for the renovations was produced with the required minimum percentage of post consumer recovered paper or recovered material.

15. CONFLICT BETWEEN LEASE AND SPECIFICATIONS. To the extent that there are any conflicts between the requirements in Paragraphs 12 "Maintenance," Paragraph 13 "Construction or Additional Alterations" and the plans and/or specifications "Exhibit A," the LESSOR shall maintain/construct the PREMISES in accordance with the stricter standard.

16. COMPLETION. AFTER receipt of a fully executed copy of this LEASE, LESSOR agrees:

a. Within _____ (___) days, to furnish the LESSEE with any additional detailed plans, specifications, drawings and other relevant construction documents (collectively "Documents") pertaining to the construction of and/or renovation of the PREMISES. Within fifteen (15) business days, the LESSEE shall review and approve or reject the Documents. The approved Documents shall become Exhibit A to this LEASE and replace those plans and specifications that were attached as Exhibit A at the time of execution of the LEASE. If in the event the LESSEE's review exceeds fifteen (15) business days the Completion schedule shall be extended two (2) days for each day exceeding the initial fifteen (15) business day review period.

b. Within _____ (___) days of LESSEE's approval of the Documents, to commence construction and/or renovation of the PREMISES.

c. The entire project shall be substantially completed by _____, 2011 or, if later, the date that is one hundred twenty (120) days after the final Plans and Specifications are approved pursuant to subparagraph a. above (except as extended pursuant to this LEASE).

Time is of the essence. If LESSOR fails or refuses to comply with provisions of this paragraph, LESSEE, after giving LESSOR thirty (30) days' notice in writing, shall have the right to terminate this LEASE and/or exercise any other remedy it may have under the LEASE or at law, if LESSOR has not performed its required action.

No rents shall be due or payable until the construction/renovations required under Paragraph 13 are substantially completed, as reasonably determined by the LESSEE, in accordance with the Plans and Specifications listed in Exhibit A. It is understood that in accordance with Paragraph 2 hereof, the Commencement Date of this LEASE will be automatically changed to the date of the Lease Acceptance Certificate of the construction and/or renovations. The termination date and the beginning and expiration date of any renewal terms shall also be automatically changed as well and LESSEE shall be entitled to possession as of the Commencement Date.

The Commonwealth shall receive any net useable square feet within the PREMISES in excess of that stated in the LEASE free of any and all costs or charges.

In the event the actual net usable square feet than stated in the LEASE, the LESSEE shall pay only for the net useable square feet provided. LESSEE may, at its sole cost and expense, have the net usable square feet of the PREMISES certified by an architect once substantially completed.

17. PAYMENT OF PREVAILING MINIMUM WAGES. LESSOR and LESSOR's contractor(s) must comply with and shall pay prevailing minimum wage, as required by the Prevailing Wage Act of August 15, 1961, 43 P.S. § 165-1 et seq., and the regulations issued thereto, to assure the full and proper payment of the rates. LESSOR has the responsibility to determine applicability of the law and to take necessary action to insure that required prevailing minimum wages are being paid.

18. INSURANCE. LESSOR shall procure and maintain at its expense, the following types of insurance, issued by companies approved by LESSEE and authorized to conduct such business under the laws of the Commonwealth of Pennsylvania:

a. Worker's Compensation Insurance for all of the LESSOR'S employees and those of any contractor, engaged in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements or amendments thereof.

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 property, including loss of use resulting from property damage, which may arise from services performed by LESSOR, its agents or employees under this LEASE or from an alleged defective, dangerous or untenable condition of the PREMISES. The limits of such insurance shall be in an amount not less than \$500,000.00 each person and \$2,000,000.00 each occurrence, personal injury and property damage combined. Such policies shall be occurrence rather than claims-made policies and shall name the Pennsylvania Gaming Control Board as an additional insured.

Prior to occupancy of the PREMISES, upon reasonable request, LESSOR shall provide LESSEE with current certificates of insurance. These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or changed until at least thirty (30) days' written notice has been given to LESSEE.

19. HOLD HARMLESS. LESSOR shall save and hold harmless LESSEE, and its officers, agents and employees or any of them from any and all claims, demands, actions 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 negligence or willful misconduct of LESSOR, its agents or employees, in performing under this LEASE, except such as are performed at the express direction of LESSEE;
- b. any actual dangerous or untenable condition of the PREMISES not caused by or at the direction of LESSEE; or
- c. material violations of, or noncompliance of the PREMISES with, any statute, ordinance, rule, or regulation of any governmental authority as applicable to the PREMISES.

20. ENCUMBRANCES. LESSOR covenants that it has good and clear title to the PREMISES. LESSOR covenants that LESSEE shall enjoy peaceful and uninterrupted possession of the PREMISES during the term of this LEASE. LESSOR and LESSEE shall provide to the other and to any mortgagee that may hold an encumbrance against the PREMISES, promptly upon request, an estoppel certificate with respect to matters related to this LEASE and/or the status of performance of obligations by the parties under this LEASE. Upon reasonable request of LESSEE, LESSOR will use reasonable efforts to obtain a Non-Disturbance and Attornment Agreement between LESSEE and any mortgagee, which agreement is reasonably satisfactory to LESSEE. This LEASE is and shall at all times be subordinate to any mortgage which LESSOR has or may hereafter give on or with respect to the PREMISES. Although such subordination is automatic, LESSEE shall execute and deliver to LESSOR, upon reasonable request, all documents, and instruments which LESSOR and/or any mortgagee may deem necessary or appropriate to confirm this subordination.

21. 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 impractical 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 90 days (unless otherwise agreed to by LESSEE) to repair and/or restore the PREMISES to a tenantable condition. If LESSOR fails to repair and/or restore the PREMISES within said period, or if a longer period is necessary and LESSOR fails to make reasonable progress during the ninety (90) day period, as determined by LESSEE in its reasonable discretion, LESSEE may terminate this LEASE by giving LESSOR ninety (90) days' written termination notice. At LESSEE'S option, payment of RENT shall abate as long as the PREMISES remains in an untenable condition after notice to LESSOR and shall resume only after the condition has been substantially corrected. Such abatement shall be prorated on the portion of the PREMISES that is or remains untenable. If the PREMISES are substantially damaged or destroyed, LESSOR may elect to terminate this LEASE by written notice to LESSEE and will forgo reimbursement for unamortized costs of renovation previously performed.

22. SIGNS. The nature, size, shape, and installation of signs visible from outside the PREMISES must be approved by LESSOR and by all governmental authorities having jurisdiction.

23. ACCESS AND REPAIRS. LESSOR, and/or its employees, contractors and representatives, may, upon reasonable notice to LESSEE, go into, upon and inspect the PREMISES for compliance with this LEASE and to make repairs, alterations, and additions to the PREMISES or the property of which the PREMISES are a part, as needed to protect said PREMISES and property from loss or damage. LESSOR shall also be entitled to enter upon and show the PREMISES to any lender and/or prospective purchaser of the building(s) that include the PREMISES and, during the last six (6) months of the term of this LEASE, to show the PREMISES, upon reasonable notice to LESSEE, to any prospective lessee of same.

24. LESSEE'S IMPROVEMENTS. LESSEE may make changes, alterations, improvements and additions (collectively "Changes") to the PREMISES (other than placement of personal property) only with the prior written approval of LESSOR, which shall not be unreasonably withheld or delayed, except non-structural changes that are not visible from outside the PREMISES and which do not affect any of the building or operating systems in or affecting the PREMISES. Changes shall be made by LESSOR or its approved contractors, except as may otherwise be agreed in writing by LESSOR and LESSEE. All necessary governmental approvals and permits for any Changes shall be at LESSEE's sole cost and expense and all Changes shall be made in a safe and

workmanlike manner so as to not interfere with LESSOR or any other lessee or occupant of _____ and in compliance with all applicable laws, rules, regulations, orders, and decrees. LESSEE shall not permit any mechanics, suppliers or similar liens or encumbrances to attach to the PREMISES or the building in which the PREMISES are included and LESSEE shall promptly obtain the satisfaction or discharge of all such liens and encumbrances within thirty (30) days after notice thereof to LESSEE. LESSEE shall at or before Lease termination, at its sole cost and expense, remove all Changes not approved by LESSOR in writing, if any. LESSEE, at its sole cost and expense shall also make all repairs in or to the PREMISES and/or the building in which same is included required as a result of or arising out of the performance of work by or for LESSEE on or to the PREMISES, the installation, use or operation of LESSEE's property and/or utility lines in the PREMISES, the moving of LESSEE's property into or out of the PREMISES and/or the misuse or neglect of the PREMISES by LESSEE or any of its employees, agents, representatives or contractors.

25. COMPLIANCE WITH LAW. LESSEE agrees to observe and comply in all material respects with all applicable statutes, regulations, ordinances, orders and decrees, and laws now in effect or which may be enacted (collectively the "Laws"), issued or established during the term of this LEASE or any renewal thereof by any court, governmental entity or other public body or agency having jurisdiction over the PREMISES or over any activities of LESSEE conducted in the PREMISES.

26. DEFAULT

a. LESSEE's Default

The occurrence of any of the following shall constitute an Event of Default by LESSEE:

1. Failure to pay rent or any other charges due to LESSOR within five (5) business days after notice from LESSOR that same were not paid when due, provided that the five (5) business day grace period does not apply anytime such notice has been given more than twice in the last twelve (12) months preceding the date in question.
2. Failure to perform any other provision of this LEASE if the failure to perform is not cured within twenty (20) business days after notice has been given to LESSEE. If the default cannot reasonably be cured within twenty (20) business days, LESSEE shall not be in default of this LEASE if it commences to cure the default within the twenty (20) business day period and diligently and in good faith continues to cure the default, with the default fully cured within a reasonable time (not to exceed ninety (90) calendar days from the notice).
3. Notwithstanding the provisions of paragraphs 1 and 2, if the failure to perform any covenant of this LEASE, or any act or omission of LESSEE, causes or creates an imminent danger of bodily injury or property damage, then LESSOR may immediately, without requesting permission, take reasonable action to cure any such breach, omission, or defect as needed to prevent the danger. The cost incurred by LESSOR, including reasonable attorney's fees, shall be due and payable by LESSEE as additional rent immediately upon demand.

Notices given under this paragraph shall specify the alleged default, and shall demand that LESSEE perform the provisions of this LEASE or pay the rent that is in arrears, as the case may be, within the applicable period of time.

b. LESSOR'S Remedies

LESSOR shall have the following remedies if LESSEE commits an Event of Default. These remedies are not exclusive; they are cumulative in addition to any remedies now or later allowed by law or equity.

1. Right to Possession Not Terminated

LESSOR can continue this LEASE in full force and effect, and the LEASE will continue in effect as long as LESSOR does not terminate LESSEE's right to possession, and LESSOR shall have the right to collect rent when due. After the occurrence of an Event of Default by LESSEE, as defined above, LESSOR may enter the PREMISES and relet them, or any part of them, to third parties for LESSEE's account. LESSEE shall be liable immediately to LESSOR for all reasonable costs LESSOR incurs in reletting the PREMISES, including, without limitation, brokers' commissions. Reletting can be for a period shorter or longer than the remaining term of this LEASE. LESSEE shall pay to LESSOR the rent due under this LEASE on the dates the rent is due, less the rent LESSOR receives from any reletting.

2. Termination of Rights to Possession

LESSOR can terminate all of LESSEE's rights hereunder, including LESSEE's right to possession of the PREMISES, by giving LESSEE a notice of election to terminate this LEASE, specifying a day not less than ten (10) business days nor more than ninety (90) calendar days after the giving of such notice when the term shall end, and upon the day so specified in the notice the term shall expire and LESSEE shall then quit and surrender the PREMISES to LESSOR. No act or omission by LESSOR other than giving notice to LESSEE shall terminate this LEASE. On termination, LESSOR has the right to recover from LESSEE immediately the unpaid rental, and any other amounts, and court costs and reasonable attorney's fees, relating to LESSEE's default.

3. Suit for Rent

To the extent authorized by law and this lease, LESSOR can declare due and payable and sue to recover unpaid rent and all other charges due and payable by LESSEE to LESSOR including rent for the unexpired term of this LEASE and all costs and commissions provided or permitted by law.

c. Miscellaneous

The exercise of any remedy or remedies provided herein, by LESSOR, shall not preclude LESSOR's exercising, concurrently or successively, one or more other remedies provided herein, or authorized by law.

d. LESSOR's Default

The occurrence of any of the following shall constitute an Event of Default by LESSOR:

1. Failure of LESSOR to provide the services without disruption or interruption as stipulated in this LEASE, provided that the five (5) business day grace period does not apply anytime such notice has been given more than twice in the last twelve (12) months preceding the date in question.
2. Failure of LESSOR to perform any other provision of this LEASE if the failure to perform is not cured within twenty (20) business days after notice has been given to LESSOR. If the default cannot reasonably be cured within twenty (20) business days, LESSOR shall not be in default of this LEASE if it commences to cure the default within the twenty (20) business day period and diligently and in good faith continues to cure the default, with the default fully cured within a reasonable time (not to exceed ninety (90) calendar days from the notice).

3. Notwithstanding the provisions of paragraphs 1 and 2, if the failure to perform any covenant of this LEASE, or any act or omission of LESSOR, causes or creates an imminent danger of bodily injury or property damage, then LESSEE may immediately, without requesting permission, take reasonable action to cure any such breach, omission, or defect as needed to prevent the danger. The cost incurred by LESSEE, including reasonable attorney's fees, shall be due and payable by LESSOR upon demand.

Notices given under this paragraph shall specify the alleged default, and shall demand that LESSOR perform the provisions within the applicable period of time.

e. LESSEE's Remedies

Upon the occurrence and during the continuance of an Event of Default, LESSEE may, after giving LESSOR twenty (20) days written notice and the twenty (20) day period having run without LESSOR correcting the Event of Default, unless the LESSOR can show that the delay is caused by no fault of its own, exercise one or more of the following remedies:

1. Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under the LEASE which LESSOR has failed to perform and of which LESSEE shall have notified LESSOR, the reasonable 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.
2. Terminate this LEASE and the tenancy created hereby.
3. Exercise any other legal and/or equitable rights or remedies available to LESSEE.

27. RECYCLING. LESSOR will provide a collection system, to be pre-approved by the LESSEE, for the removal of recyclable materials from the PREMISES in compliance with local codes and ordinances, and Act 101 of 1988. LESSOR must provide suitable containers, dumpsters, etc., for collecting and storing recyclable materials in the PREMISES and on LESSOR's property. LESSOR will assume all costs related to the disposal and removal of recyclable materials unless LESSEE notifies LESSOR in writing of its intention to do so.

28. ASBESTOS. LESSOR hereby agrees to strictly adhere to the provisions of Exhibit "D" to this LEASE. In addition, LESSOR further agrees to protect, indemnify and save harmless LESSEE from and against any and all liabilities, losses, damages, costs, expenses, cause of action, suits, claims, demands or judgments of any nature arising from any injuries to, or the death of any person growing out of or connected with the presence of asbestos in the PREMISES in violation of any applicable laws, rules, regulations or orders.

29. NO ORAL MODIFICATION. This LEASE may not be modified or amended orally. Except as provided in this LEASE, all modifications and amendments must be by written amendment signed by both parties.

30. INTERPRETATION. This LEASE shall be construed and interpreted in accordance with the laws of the Commonwealth of Pennsylvania. This LEASE, along with the Exhibits attached hereto, constitute the entire agreement between LESSOR and LESSEE in respect to the subject matter hereof and the leasing of the PREMISES and any other statements, discussions, representations or agreement regarding same are hereby terminated and made null and void. The headings in this LEASE are inserted for convenience only and shall not be used in the interpretation or application of this LEASE. If any term or provision of this LEASE is found by a court of competent jurisdiction to be invalid or unenforceable, in whole or in part, the rest and remainder of this LEASE and the application of such term or provision in other circumstances, shall not be affected thereby and shall remain valid and enforceable to the fullest extent permitted by law.

31. COMPLIANCE WITH LAWS. LESSOR represents and warrants that on the date hereof and on the Commencement Date the PREMISES will comply in all material respects with all applicable federal, state, county, municipal, and other governmental statutes, laws, rules, orders, regulations, and ordinances affecting the PREMISES.

32. ASSIGNMENT AND APPROVALS. Neither LESSEE nor LESSOR may assign this LEASE without the prior written approval of the other and any attempted assignment without such approval shall be null and void. Any approvals, consents, or authorizations sought under this LEASE shall not be unreasonably withheld or delayed.

33. BINDING SUCCESSOR AND ASSIGNS. All rights and liabilities herein given to, or imposed upon, the respective parties hereto shall extend to and bind the several respective successors and permitted assigns of the said parties.

34. NO BROKER. LESSEE represents and warrants to LESSOR that it dealt with no real estate agent or broker in connection with the execution of this LEASE, except any retained by LESSOR.

35. NO RECORDING. LESSEE may not record this LEASE or any memorandum hereof.

36. UNAVOIDABLE DELAYS. Except as provided in this paragraph, time is of the essence for every provision of this LEASE. If either party is delayed or prevented in performing hereunder by reason of unavoidable delays beyond the reasonable control of that party, then timely performance of that act hereunder is excused and the period for performance shall be extended by a period of time equal to the period caused by such unavoidable delay.

37. ACCORD AND SATISFACTION. No payment by LESSEE or receipt by LESSOR of a lesser amount than any payment of Rent herein stipulated shall be deemed to be other than on account of the earliest stipulated Rent then due and payable, nor shall any endorsement or statement on any check or any letter accompanying any check or payment as Rent be deemed an accord and satisfaction, and LESSOR may accept such check or payment without prejudice to its right to recover the balance of such Rent or pursue any other remedy provided in this LEASE, at law or in equity.

38. CONTRACTOR INTEGRITY PROVISIONS. It is essential that those who seek to contract with the Pennsylvania Gaming Control Board observe high standards of honesty and integrity. They must conduct themselves in a manner that fosters public confidence in the integrity of the Commonwealth procurement process. In furtherance of this policy, the LESSOR must agree to the following:

a. LESSOR shall maintain the highest standards of honesty and integrity during the performance of this LEASE 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 LESSOR or that govern contracting with the Commonwealth.

b. LESSOR shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to LESSOR employee activity with the Commonwealth and Commonwealth employees, and which is distributed and made known to all LESSOR employees.

c. LESSOR, its affiliates, agents, and employees shall not influence, or attempt to influence, any Commonwealth employee to breach the standards of ethical conduct for Commonwealth employees set forth in the *Public Official and Employees Ethics Act, 65 Pa.C.S. §§1101 et seq.*; the *State Adverse Interest Act 71 P.S. §776.1 et seq.*; and the *Governor's Code of Conduct, Executive Order 1980-18, 4 Pa. Code §7.151 et seq.*, or to breach any other state or federal law or regulation.

d. LESSOR, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person at the direction or request of any Commonwealth official or employee.

e. LESSOR, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a Commonwealth official or employee or to any other person, the acceptance of which would violate the Governor's Code of Conduct, Executive Order 1980-18 4 Pa. Code §7.151 et seq. or any statute, regulation, statement of policy, management directive or any other published standard of the Commonwealth.

f. LESSOR, its affiliates, agents and employees shall not, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion or violation of a known legal duty by any Commonwealth official or employee.

g. LESSOR, its affiliates, agents, employees or anyone in privity with him or her shall not accept or agree to accept from any person, any gratuity in connection with the performance of work under the LEASE, except as provided in the LEASE.

h. LESSOR shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the Commonwealth in writing and the Commonwealth consents to LESSOR's financial interest prior to Commonwealth execution of the LEASE. LESSOR has disclosed that same or all of the LESSOR's work on the PREMISES will be performed by Harrisburg Property Services, Inc., an affiliate of LESSOR (common parent corporation ownership and overlapping officers). LESSOR 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 LESSOR's submission of the LEASE signed by LESSOR.

i. LESSOR, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, LESSOR under this LEASE without the prior written approval of the LESSEE, except as required by the *Pennsylvania Right-to Know Law, 65 P.S. §§ 67.101-3104*, or other applicable law or as otherwise provided in this LEASE. Any information, documents, reports, data, or records secured by LESSOR from the LESSEE or a third party in connection with the performance of this LEASE shall be kept confidential unless disclosure of such information is:

1. Approved in writing by the LESSEE prior to its disclosure; or
2. Directed by a court or other tribunal of competent jurisdiction unless the LEASE requires prior LESSEE approval; or
3. Required for compliance with federal or state securities laws or the requirements of national securities exchanges; or
4. Necessary for purposes of LESSOR's internal assessment and review; or
5. Deemed necessary by LESSOR in any action to enforce the provisions of this LEASE or to defend or prosecute claims by or against parties other than the LESSEE (LESSOR must notify LESSEE before disclosing); or
6. Permitted by the valid authorization of a third party to whom the information, documents, reports, data, or records pertain; or
7. Otherwise required by law.

j. LESSOR certifies that neither it nor any of its officers, partners or owners has not been officially notified of or charged with (unless later dropped or acquitted), or convicted of, any of the following and agrees to immediately notify the LESSEE in writing if and when it or any such officer, partner or owner has been officially notified of, charged with, convicted of, or officially notified of a governmental determination of any of the following:

1. Commission of fraud, embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements or receiving stolen property or gambling offense.
2. Commission of any other criminal offense or other improper conduct by LESSOR or any officer, partner, owner, or employee of LESSOR in:
 - (i) obtaining;
 - (ii) attempting to obtain; or
 - (iii) performing, a public contract, or subcontract.
3. Violation of federal or state antitrust statutes.
4. Violation of any federal or state law regulating campaign contributions.
5. Violation of any federal or state environmental law.
6. Violation of any federal or state law regulating hours of labor, minimum wage standards or prevailing wage standards; discrimination in wages; or child labor violations.
7. Violation of the *Act of June 2, 1915 (P.L. 736, No. 338)* known as the *Workers' Compensation Act, 77 P.S. 1 et seq.*
8. Violation of any federal or state law prohibiting discrimination in employment.
9. Debarment by any agency or department of the federal government or by any other state.
10. Any other felony, criminal gaming offense, or crime involving moral turpitude or business honesty or integrity.

LESSOR acknowledges that the Pennsylvania Gaming Control Board may, in its sole discretion, terminate the LEASE for cause upon notification or when the Pennsylvania Gaming Control Board otherwise learns the LESSOR has been convicted of any of the foregoing criminal offenses.

k. If this LEASE was awarded to LESSOR on a non-bid basis, LESSOR must, (as and to the extent required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the Commonwealth on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to LESSOR by virtue of the knowledge possessed by every officer, director, associate, partner, limited partner, or individual owner that has been made by:

1. Any officer, director, associate, partner, limited partner, individual owner or members of the immediate family when the contributions exceed an aggregate of one thousand dollars (\$1,000) by any individual during the preceding year; or

2. Any employee or members of his immediate family whose political contribution exceeded one thousand dollars (\$1,000) during the preceding year.

To obtain a copy of the reporting form, LESSOR shall contact the Bureau of Commissions, Elections and Legislation, Division of Campaign Finance and Lobbying Disclosure, Room 210, North Office Building, Harrisburg, PA 17120.

- l. LESSOR shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. §13A01 et seq.*, and the regulations promulgated pursuant to that law.

- m. When LESSOR has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or in these 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, LESSOR shall immediately notify the LESSEE or Commonwealth Inspector General in writing.

- n. LESSOR, by submission of its bid or proposal and/or execution of this LEASE and by the submission of any bills, invoices or requests for payment pursuant to the LEASE, 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 negotiations or during the term of the LEASE.

- o. LESSOR shall cooperate with the Office of Inspector General in its investigation of any alleged Commonwealth employee breach of ethical standards and any alleged Contractor non-compliance with these provisions. LESSOR agrees to make identified employees available for interviews at reasonable times and places. LESSOR, upon reasonable inquiry or request of the Office of 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 Inspector General to LESSOR's integrity and compliance with these provisions. Such information may include, but shall not be limited to, LESSOR's business or financial records, documents or files of any type or form that refers to or concern this LEASE.

- p. For violation of any of these Contractor Integrity Provisions, the Pennsylvania Gaming Control Board may terminate this LEASE, 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 and debar and suspend LESSOR 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.

- q. For purposes of these Contractor Integrity Provisions, the following terms shall have the meanings found in this Paragraph q.

1. "Confidential information" means information that a) is not already in the public domain; b) is not available to the public upon request; c) is not or does not become generally known to LESSOR from a third party without an obligation to maintain its confidentiality; d) has not become generally known to the public through an act or omission of LESSOR; or e) has not been independently developed by Contractor without the use of confidential information of the Pennsylvania Gaming Control Board.

2. "Consent" means written permission signed by a duly authorized officer or employee of the Pennsylvania Gaming Control Board, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Pennsylvania Gaming Control Board shall be deemed to have consented by virtue of execution of this LEASE.
3. "LESSOR" means the individual or entity that has entered into this LEASE with the Pennsylvania Gaming Control Board, including those officers, partners, managers, and owners having more than a five percent interest in LESSOR.
4. "Financial interest" means:
 - (i) Ownership of more than a five percent interest in any business; or
 - (ii) Holding a position as an officer, director, trustee, partner, employee, or holding any position of management.
5. "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, and 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.
6. "Immediate family" means a spouse and any unemancipated child.
7. "Non-bid basis" means a contract awarded or executed by the Pennsylvania Gaming Control Board with the person without seeking bids or proposals from any other potential bidder or offeror.
8. "Political contribution" means any payment, gift, subscription, assessment, contract, payment for services, dues, loan, forbearance, advance or deposit of money or any valuable thing, to a candidate for public office or to a political committee, including but not limited to a political action committee, made for the purpose of influencing any election in the Commonwealth of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

39. NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE. LESSOR shall comply with all applicable provisions of the state and federal constitution, laws, regulations and judicial orders pertaining to nondiscrimination/sexual harassment and equal employment opportunity. LESSOR shall for itself, and shall require its Contractor, if any, to agree to not do any of the following:

- a. Discriminate in the hiring of any employee(s) for the performance of work, or any other activity required under the LEASE, by reason of gender, race, creed, or color.
- b. Discriminate against or intimidate any employee involved in the performance of work, or any other activity required under the LEASE on account of gender, race, creed, or color.
- c. Fail to establish and maintain a written sexual harassment policy or fail to inform their employees of the policy, including a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
- d. Discriminate by reason of gender, race, creed, or color against any contractor, subcontractor, or supplier who is qualified to perform the work to which the contract relates.

e. Fail to furnish all necessary employment documents and records, or fail to permit access to their books, records, and accounts, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

f. Fail to include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that such provisions will be binding upon each subcontractor.

40. ACCESSIBILITY TO THE PREMISES BY INDIVIDUALS WITH DISABILITIES. LESSOR shall be responsible for, and shall bear the financial burden for, ensuring that the PREMISES comply with the applicable building accessibility requirements of the Americans with Disabilities Act and its title II regulations as well as the Universal Accessibility Act (Act of September 1, 1965, P.L. 459, No. 235) and its implementing regulations. LESSOR's responsibilities shall include, but shall not be limited to, removal of any structural or communication barriers for accessibility to the PREMISES by individuals with disabilities and providing auxiliary aids and services as required. LESSEE shall only be responsible for providing program accessibility to individuals with disabilities unless alterations, improvements and additions to the PREMISES are required in order to provide program accessibility, in which case, LESSOR shall be responsible. LESSOR shall defend any suit or proceeding brought against LESSEE on account of any alleged violation of any federal or state statute or regulation relating to accessibility to buildings by individuals with disabilities. LESSOR shall indemnify and hold LESSEE harmless from any and all damages, costs, and expenses, awarded therein against LESSEE.

LESSOR understands and agrees that pursuant to federal regulations promulgated under the authority of The Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., 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 this 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 of Pennsylvania through contracts with outside contractors and lessors.

The LESSOR shall be responsible for and agrees to indemnify and hold harmless the Commonwealth of Pennsylvania from all losses, damages, claims, demands, suits, actions, and reasonable expenses brought by any party against the Commonwealth of Pennsylvania as a result of the LESSOR'S failure to comply with the provisions of this Paragraph.

41. CONTRACTOR RESPONSIBILITY PROVISIONS. For the purpose of the provisions of this Paragraph 41, the term Contractor is defined as LESSOR and any person contracted by LESSOR to provide or perform construction activity under contract or subcontract with the LESSOR with respect to the PREMISES.

a. Each Contractor must certify, in writing, for itself and all its subcontractors, that as of the date of its execution of any contract, that neither the Contractor, nor any subcontractors, nor any suppliers, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority and, if any person cannot so certify, then it agrees to submit, along with the bid/proposal, a written explanation of why such certification cannot be made.

b. Each Contractor must also certify, in writing, that as of the date of execution of this LEASE it has no unpaid and delinquent tax liabilities or other obligations to the Commonwealth.

c. The obligations pursuant to these provisions of Paragraph 41 are ongoing from and after the effective date of the LEASE through the termination date thereof. Accordingly, the Contractor shall have an obligation to inform the LESSEE if, at any time during the term of the 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 15 days of the date of suspension or debarment. The failure to notify the LESSEE of its suspension or debarment by the Commonwealth, any other state, or the federal government shall, if found by LESSEE to be material to this LEASE, constitute an event of default.

d. LESSOR agrees to reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the compliance with the terms of this LEASE, which results in the suspension or debarment of the contractor. Such costs shall include, but shall not be limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. LESSOR shall be responsible for investigative costs for investigations that do not result in the suspension or debarment of LESSOR.

e. Any Contractor may obtain the current list of suspended and debarred Commonwealth contractors by either searching the internet at <http://www.dos.state.pa.us/debarment.htm> or contacting the:

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

42. 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 is 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, reasonable 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 reasonable legal expenses incurred by the LESSEE as a result of such a challenge and shall hold the LESSEE harmless for any damages, penalties, reasonable 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.

43. EXHIBITS AND ADDENDA PART OF LEASE. Included in and made a part of this LEASE, whether or not referred to in the body of this LEASE and with the same force and effect as though fully set forth hereto are Exhibits "A" through "D".

44. CONSTRUCTION ON ADJACENT PREMISES. If any excavation or other building construction or operations shall be made or conducted on any premises adjoining or above or below the PREMISES or on any other premises in the building or in _____, LESSEE shall permit LESSOR, and its agents, employees, licenses and contractors, to enter the PREMISES and to shore the foundation and/or walls thereof, and to erect scaffolding and/or protective barricades around and about the PREMISES, but not so as to preclude entry thereto, and to do any act or thing necessary for the safety or preservation of such structure. LESSEE's obligations under this LEASE shall not be affected by any such construction or excavation work, shoring-up, scaffolding or barricading. LESSOR shall not be liable in any such case for any inconvenience, disturbance, loss of business or any other annoyance arising from any such construction, excavation, shoring-up, scaffolding or barricades, but LESSOR shall use reasonable efforts so that such work will be expeditiously completed and will cause as little inconvenience, annoyance and disturbance to LESSEE as possible consistent with accepted construction practice in the vicinity and cost considerations.

45. EXECUTION DATE. LESSOR ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO FINAL EXECUTION BY THE EXECUTIVE DIRECTOR OF THE PENNSYLVANIA GAMING CONTROL BOARD AND OFFICE OF THE ATTORNEY GENERAL AND THAT UNTIL THE PROPERLY SIGNED, EXECUTED AND APPROVED LEASE IS SENT TO LESSOR, THIS LEASE WILL NOT BE VALID OR BINDING . THE EXECUTION DATE OF THIS LEASE ("EXECUTION DATE") SHALL BE THE DATE WHEN THE LEASE IS SIGNED BY ALL PARTIES REQUIRED ON THE FOLLOWING PAGE.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed these presents, and intend to be legally bound thereby, the day and year first above written.

ATTEST:

LESSOR:

By _____

ATTEST:

LESSEE:

By _____ (SEAL)
Pennsylvania Gaming Control Board Executive
Director

APPROVED AS TO FORM AND LEGALITY

PGCB OFFICE OF CHIEF COUNSEL

By _____

_____/_____

COMPTROLLER

By _____

OFFICE OF ATTORNEY GENERAL

By _____

_____/_____

EXHIBIT A

PREMISES

EXHIBIT B

GENERAL INFORMATION

The janitorial service will provide all of the equipment and supplies to meet the cleaning requirements. (See chart)

The janitorial service will also supply the following:

Liquid hand soap

Toilet tissue

Liners for sanitary napkin receptacles

Paper towels

Sanitary napkins

Paper cups (if necessary)

JANITORIAL SPECIFICATIONS

General Office Cleaning	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Empty all waste receptacles. Replace plastic liners. Remove trash to designated area.	X							
2. Clean trash cans.							X	
3. Maintain separation and removal of recyclables in accordance with local agreement.	X							
4. Empty and clean ashtrays.	X							
5. Clean and polish water coolers.	X							
6. Thoroughly clean entrance doors (inspect daily).		X						
7. Clean window glass on inside and outside of entrance doors and reception partition.	X							
8. Dust woodwork, files, bookcases, partitions, ledges, window sills, desks and work stations and other office furniture and equipment.		X						
9. Clean passenger elevator walls.		X						
10. Dust blinds with treated cloth.				X				
11. Vacuum upholstered furniture.					X			
12. Wash all window glass inside and out.						X		
13. Wash Venetian blinds.						X		
14. Dust all grills, vents, louvers and diffusers.				X				
15. Wash all grills, vents, louvers,						X		

JANITORIAL SPECIFICATIONS

diffusers and fluorescent lights and covers.								
16. Wash all doors and door knobs.						X		
17. Spot clean doors, handles & metal surfaces.							X	

JANITORIAL SPECIFICATIONS

Rest Room Cleaning	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Wash sinks, urinals, and toilet bowls using scouring powder to remove stains, clean under sides, wash both sides of toilet seats and tile walls near urinals with disinfectant.	X							
2. Empty, clean and reline all sanitary napkin receptacles.	X							
3. Fill and maintain mechanical operation of all toilet tissue dispensers, sanitary napkin dispensers, towel, soap, and paper cup dispensers. Ensure that replacement supplies are available to CAO staff.	X							
4. Polish flushmaster, piping, toilet hinges, dispensers, and other metal work in rest rooms.		X						
5. Clean shower stalls.		X						
6. Wash tile walls, stall partitions and fixtures with disinfectant.			X					
7. Polish mirrors.	X							

JANITORIAL SPECIFICATIONS

Office Floors	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Sweep and wet mop tile floors in kitchen, worker entrance area, client and worker traffic areas and the elevator. Vacuum these areas if carpeted.	X							
2. Sweep and wet mop/vacuum all other floors in the general office area.	X							
3. Sweep floors and stairs in stair wells.		X						
4. Spot clean carpets or tile floors including stair wells and elevators.							X	
5. Apply nonskid wax and buff tile floors.			X					
6. Strip all tile floors of old finish and apply two coats of antiskid wax and buff.					X			
7. Steam clean carpeting in high traffic areas identified in No. 1 above.					X			
8. Steam clean carpeting in low traffic areas identified in No. 3 above.						X		

JANITORIAL SPECIFICATIONS

Kitchen Cleaning	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Wash all counter surfaces, sinks, and table tops.	X							
2. Wipe with a damp cloth the refrigerator doors and microwave doors and the stove.	X							
3. Clean the interior of the refrigerator, stove, microwave per local plan.								X
4. Clean kitchen cabinets.					X			

JANITORIAL SPECIFICATIONS

Office Walls and Ceilings	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Dust all ceilings.					X			
2. Dust walls removing and cleaning pictures, charts, etc.					X			
3. Wash walls and woodwork if appropriate as per local agreement.						X		
4. Spot clean ceiling tiles, walls and woodwork.							X	

JANITORIAL SPECIFICATIONS

Other Cleaning	Daily	Weekly	Monthly	Four Months	Semi-Annually	Annually	As Needed	Other
1. Clean janitor's sink and neatly store cleaning equipment and supplies in designated locations.	X							
2. Replace light bulbs.							X	

EXHIBIT D

ASBESTOS

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:
 - a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).
 - b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.
 - c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.
 - d. All suspect materials must be analyzed for asbestos, except for the following:
 1. Roofing materials
 2. Undamaged firedoors
 3. Exterior siding
 - e. Suspect materials not analyzed must be reported as "assumed-ACM."
 - f. Physical and hazard assessments of all ACM and assumed-ACM must be performed by PAL841-certified management planner(s), each with a minimum of one year experience in preparing management plans for ACM in buildings.

Two complete copies of the management plan, including a completed Table C-1, must be submitted to LESSEE for review prior to the issuance of a lease. The management plan must include copies of all bulk sample analysis results, floor plans or diagrams indicating the location of all ACM and assumed-ACM, and explicit recommendations for each area of ACM found or assumed. Table C-1 must list all materials tested or assumed, regardless of the results. For materials verified by laboratory analysis to be non-ACM, only the first four (4) columns of Table C1 must be completed.

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

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

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

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

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

- c. Encapsulate, enclose, encase, or other appropriate containment method on the damaged ACM and damaged assumed-ACM.

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

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

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

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

Solicitation for Proposal (SFP) #2011-2

Pennsylvania Gaming Control Board

APPENDIX B – REQUIRED DOCUMENTS

- 1. Proposal to Lease Space to the Pennsylvania Gaming Control Board**
- 2. LESSOR Identity Disclosure**
- 3. Agency Agreement/Limited Agent Authority**
- 4. Contractor Responsibility Certification**
- 5. Acknowledgment/Usable Area Definition**
- 6. Small Disadvantaged Business Commitment Form**



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. (LLC): List all officers of the corporation below and percent of stock. Each officer's signature is required. Attach additional sheets if needed. If a LLC check box and list members. Also list managers if Lessor is a manager managed LLC.

Name: _____
Title: President _____
Address: _____

Name: _____
Title: Vice President _____
Address: _____

Percentage of Stock: _____
Signature: _____

Percentage of Stock: _____
Signature: _____

Name: _____
Title: Secretary _____
Address: _____

Name: _____
Title: Treasurer _____
Address: _____

Percentage of Stock: _____
Signature: _____

Percentage of Stock: _____
Signature: _____

Date: _____

(Corporation Seal)

B. PARTNERSHIP or Limited Liability Partnership (LLP): 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 LLP check box and list partners.

Name: _____
Title: _____
(General, Limited, Special)
Address: _____

Name: _____
Title: _____
(General, Limited, Special)
Address: _____

Name: _____
Title: _____
(General, Limited, Special)
Address: _____

Name: _____
Title: _____
(General, Limited, Special)
Address: _____

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

Business Name: _____
Signature of Proprietor: _____
Address: _____

AGENCY AGREEMENT/LIMITED AGENT AUTHORITY

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

Solicitation No. _____

Proposed Lessor _____

Lessor Address _____

Agent _____

Agent Address _____

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

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

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

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

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

5. If applicable, professional license number of agency _____

Further statement to clarify agent's authority _____

Signature of Agent

Type Name of Agent _____

Witness Date

Signature of Proposed Lessor

Type Name of Proposed Lessor _____

Witness Date

Signature of Proposed Lessor

Type Name of Proposed Lessor _____

**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 are 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 Pennsylvania Gaming Control Board in awarding the lease. Any misstatement shall be treated as fraudulent concealment from the Pennsylvania Gaming Control Board 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 Pennsylvania Gaming Control Board 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 Pennsylvania Gaming Control Board shall have the right to require the proposer to terminate such subcontracts or employment. The proposer agrees to reimburse the Pennsylvania Gaming Control Board for the reasonable costs of investigation incurred by the Pennsylvania Gaming Control Board 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.
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 the Pennsylvania Gaming Control Board 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)

**PROPOSAL TO LEASE SPACE TO THE
PENNSYLVANIA GAMING CONTROL BOARD**

Please Print or Type All Information

PROPOSAL NO. _____

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

THIS PROPOSAL IS FOR: Renewal of Lease New Construction New Location Renovations Lease Amendment
Emergency Interim Lease

BUILDING ADDRESS: _____
(Street) (Suite/Room) (City) (State) (Zip)

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

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

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

Building originally
Constructed for use as _____; Present Use _____; Windows _____; Floor Type _____
(describe)

Are all utilities metered separate for tenants use?

Yes No;

Accessibility to Physically Challenged Yes No;

Lot Size _____; Building
Dimensions _____; Public Parking Metered Yes No; Number _____;

Public Transportation Yes No; How far from Building _____; Zoning _____

General Condition of Building(Exterior) _____
(Interior) _____

Does Proposal Include:
Heat Yes No; Electricity Yes No; Air Condition Yes No; Hot and/or Cold Water Yes No; Sewer Yes No;

Snow and Ice Removal Yes No; Janitor Service Yes No; Janitor Supplies Yes No; Gas Yes No;

Trash Removal Yes No; Water Coolers Yes No; # of Paved Parking Spaces _____; Location of Parking _____

The undersigned offers to lease to the Pennsylvania Gaming Control Board space in the above described building and agrees to construct and/or alter the building and to complete the leased space offered herein in accordance with plans and specifications provided by the Pennsylvania Gaming Control Board under the following terms and conditions:

Sq. Ft. Offered	Floor No.	Sq. Ft.	Initial Lease Term _____ Years	Renewal Options/No. of Options _____/Years	
_____	_____	_____	Initial Term Annual Sq. Ft. Rate	1 st Option Term Annual Sq. Ft. Rate	2 nd Option Term Annual Sq. Ft. Rate
_____	_____	_____	Base Rent \$ _____	Base Rent \$ _____	Base Rent \$ _____
_____	_____	_____	Operating Rent \$ _____	Operating Rent \$ n/a see note _____	Operating Rent \$ n/a see note _____
_____	_____	_____	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 COSTS – 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: (_____) _____

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:	\$ _____

**ACKNOWLEDGEMENT
USABLE AREA DEFINITION**

Usable space (area) is the only method of measurement of the area for which the Pennsylvania Gaming Control Board 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 Pennsylvania Gaming Control Board.

Building Area (Sole tenancy by the Pennsylvania Gaming Control Board)

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

Signature

Date

Small Disadvantaged Business Commitment Form

One copy of this form must be completed, signed, and submitted by each proposer with each proposal.

Proposer Name _____

Solicitation for Proposals (SFP) No. _____

Location (city/county) _____

Square Footage _____

I. Proposer Classification

Please check all applicable boxes:

A. Proposer is a:

i. DGS certified Minority Business Enterprise (MBE) – DGS Cert. No. _____

ii. DGS certified Women Business Enterprise (WBE) – DGS Cert. No. _____

iii. DGS certified Minority/Women Business Enterprise (M/WBE) – DGS Cert. No. _____

iv. Small Disadvantaged Business, pursuant to the rules and regulations established by the United States Small Business Administration (must provide self-certification and all requested information)

v. United States Small Business Administration certified 8(a) Small Disadvantage Business Concern

B. Proposer is a:

Joint venture with a “Small Disadvantaged Business” (as defined in the Solicitation for Proposals)

Name of Small Disadvantaged Business Joint Venture Partner (“SDB-JVP”)

Classification of SDB-JVP ((i), (ii), (iii), (iv) or (v), as described above in Section I(A))

DGS Certification No. for SDB-JVP _____

Joint Venture Agreement Executed? Yes No

Percentage of Small Disadvantaged Business Involvement/Commitment in Venture _____%

II. Small Disadvantaged Business Contracting and Subcontracting Commitment Goals

A. Construction Services (includes, but is not limited to, design, excavation, surveying, construction management, trade work, demolition, insurance, and supply of materials and goods used in the construction, renovation or repair of the leased premises)

- 1. Construction service type (specify) _____
- 2. Estimated total dollar amount of the cost of construction services for the leased premises
\$ _____
- 3. Commitment goal _____% (as percentage of the estimated total dollar amount of the cost of construction services for the leased premises)
- 4. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
- 5. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____

B. Lease Term Services (includes, but is not limited to, janitorial services, interior facility maintenance, landscaping, snow and ice removal, office design, accounting work, property management, and insurance)

- 1. Lease term service type (specify) _____
- 2. Estimated cost of lease term services \$ _____
- 3. Commitment goal _____% (as a percentage of the estimated total dollar amount of the lease term services)
- 4. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
- 5. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____
- 6. Length of contract (initial) _____

C. Other Commitments (other services not previously identified, including, but not limited to, broker services, title work, settlement services, due diligence services, professional services including surveying, insurance, accounting and legal services, and other work related to the proposer's acquisition of the leased premises)

- 1. Service type (specify) _____
- 2. Estimated dollar value of small disadvantaged business contracts and subcontracts
\$ _____
- 3. Name(s) of small disadvantaged business contractors/subcontractors and DGS certification number(s) (if known) _____
- 4. Length of contract (initial) _____

D. If no other commitments are made, or if the commitments are less than the identified participation goal set forth in the solicitation, please provide an explanation for the failure to meet this goal.

III. Proposer Certification

I have reviewed the Small Disadvantaged Business information in the Solicitation for Proposals and I understand that:

- The Governor's Executive Order Number 2004-6 sets forth the responsibility of the Department of General Services to develop and implement policy initiatives to substantially increase contracting and subcontracting opportunities for minorities and women-owned businesses in Commonwealth contracts.
- I am expected to make good and reasonable efforts to meet the participation goal identified in the Solicitation for Proposals.
- I am required to solicit small disadvantaged businesses for all contracting/subcontracting opportunities.
- The level of commitments to small disadvantaged businesses may be an important factor in selecting a Lessor to provide the leased space.

The information on this form is true and correct to the best of my knowledge. If an agent for the proposer, I certify that I am authorized to represent the above name proposer in connection with this certification.

Signature _____

Name (print or type) _____

Title _____

NOTE: INFORMATION CONTAINED HEREIN WILL BECOME PART OF THE LEASE DOCUMENT IF PROPOSER'S PROPOSAL IS ACCEPTED