



**PENNSYLVANIA GAMING CONTROL BOARD**

**303 Walnut Street, Strawberry Square  
5th Floor Verizon Tower  
Harrisburg, PA 17101**

January 5, 2016

Thank you for responding to the PGCB's Solicitation for Proposal #2015-1 to lease to the PGCB approximately 5,500 to 6,500 useable square feet of office space to be located within, or in close proximity to, the Borough of Conshohocken in Montgomery 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 #2015-1 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. Proposals must be received by the Pennsylvania Gaming Control Board, 303 Walnut Street, Strawberry Square, Verizon Tower, 5<sup>th</sup> Floor, Harrisburg, Pennsylvania by 3:00 P.M., February 1, 2016

**PROPOSALS WILL NOT BE ACCEPTED AFTER THIS DATE AND TIME.**

Five (5) copies of your proposal must be submitted to Steven D. Wilson, Director of Office Services in a sealed envelope inclusive of all documents required in the Solicitation for Proposal.

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

- 1) SFP #2015-1
- 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 a requirement of the PA Gaming Control Board'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 requirements concerning the Right to Know Law. Specific information on the disclosure of proposal contents can be found on page 5 of the SFP.

It is important that the space being proposed is currently unencumbered. Proximity to major thoroughfares is important and should be described in detail. Please provide a map showing the location of the proposed property in relation to major thoroughfares and their access points. 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 Steven D. Wilson at [RFPQuestions@state.pa.us](mailto:RFPQuestions@state.pa.us).

## **II. General Information**

### **PURPOSE:**

The purpose of this Solicitation for Proposal (SFP) is to obtain proposals to provide approximately 5,500 to 6,500 net usable square feet of office space for use by the PGCB. The space will accommodate approximately 22 PA Gaming Control Board employees and will include:

- 1) 7 Private Offices
- 2) 18 Cubicles
- 3) 1 Large Conference Room
- 4) 1 Small Conference Room
- 5) Kitchen Area
- 6) Storage/File/Copier Area
- 7) Server Room
- 8) Reception Area
- 9) Interview Room Adjacent to Reception Area

The location of the office space must provide easy access to routes 76, 476 and 276. This space must provide employees with access to the building 24 hours a day 7 days a week and with parking for all 22 employees and 5 fleet vehicles with 24 hour parking availability for at least 7 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 PA Gaming Control Board of Pennsylvania (PA Gaming Control Board) for a five-year lease (with options for two (2) two-year renewal terms to be occupied by the PGCB, alternately referred to as "premises."

### **ISSUING AGENT/OFFICE:**

Steven D. Wilson  
Director of Office Services, PA Gaming Control Board  
PO Box 69060  
Harrisburg, PA 17106-9060  
(717) 346-7172  
swilson@pa.gov

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 PA Gaming Control Board 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.

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](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.

**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 ninety (90) 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. 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.

### **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 PA Gaming Control Board 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. The SFP, winning proposal, and lease will be placed on the Treasury Website at <http://www.patreasury.gov/eContracts.html> in accordance with 65 P.S. §67.1701.

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.

### **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 as Exhibit B in the sample lease – Appendix A.)
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**

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 31, 2016. The schedule for the development of the site should include but are not limited to:

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

### **ADDITIONAL INFORMATION:**

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

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

### **III. Proposal Requirements / Leasing Specifications**

#### **A. Introduction**

This document describes the office design and specifications for the Pennsylvania Gaming Control Board (LESSEE), Northeastern Pennsylvania offices, which will require approximately 5,500 to 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 Southeastern Pennsylvania area, this material provides optimal facilities for the functionality of the Office.

The location of the office space must provide easy access to routes 76, 476 and 276. It is also important that all submitting properties specifically address their parking requirement for 28 vehicles, 7 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.

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 PA Gaming Control Board 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 PA Gaming Control Board 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).

**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:

- 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 PA Gaming Control Board 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.
- 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 compatible with the HID Proximity Access Cards. 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 compatible with HID Proximity Access Cards.

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

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 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. A drystand pipe must be located in the Office Suite or within 5 feet of the reception entrance. 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 meetings 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 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 producing the same results is acceptable. All electrical/communications/data components shall be installed in the wall.

- **Restrooms**

Male and female Restrooms shall be included in the leased space or 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 that is compatible with HID Proximity Access cards, 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.

## **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 choose 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 PA Gaming Control Board'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.

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:

- Temperatures

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

- 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. 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 or on exterior surfaces during the summer. Reduction of humidity levels will not be allowed to compensate for inadequate building envelope design.

- 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.

- 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.

- 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 5,500 to 6,500 useable square feet shall be provided. A more detailed description of the requirement is as follows.

### **PRIVATE OFFICES / CUBICLE REQUIREMENT**

The following facilities are required:

Provide Floor-to-Ceiling Walls, including Locking Doors for the following:

- 7 areas of at least 168 square feet to be used as private offices.

Provide an open common area that will adequately accommodate 18 (6'x9') cubicles.

Each office and cubicle must have at a minimum three (3) RJ-45 CAT-6 jacks per drop for voice and data connectivity and will be identified on the final floor plan.

The PGCB will consider alternatives that accommodate 22 employees.

### **COMMON FACILITIES**

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

#### **A. Keyless Access**

LESSOR must provide all the wiring for a card based keyless entry system that is compatible with HID Proximity Access cards. All doors accessing the main entrance, the hearing room, conference rooms, file rooms, and voice/data room must be wired for entrance and exit back to the voice/data room. Any additional hardware and software required by the security system to program access to the zones will be provided to the PGCB. All areas to be secured, along with the location of the security equipment, will be identified on the final floor plan. **The PGCB reserves the right to approve the vendor selected to perform this work.**

## **B. Reception**

An area connected to the main/public entrance or corridor shall be used as a reception area and waiting room and accessible by the public. This area shall be connected by secure entrances, using keyless entry. This area shall be approximately 288 square feet.

## **C. Copy Rooms**

One copy room for a copier, printers, and fax machine shall be provided with floor to ceiling walls and shall be approximately 100 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. The copy room must have at a minimum six (6) RJ-45 CAT-6 jacks per drop for voice and data connectivity and will be identified on the final floor plan.

## **D. 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.

## **E. Break Room**

One (1) Break Room shall be approximately 250 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.

## **F. Restrooms**

Male and female restrooms shall be included in the leased space or be located in common tenant area in close proximity to the proposed lease space.

## **G. Large Conference Room**

A large conference room shall be provided with floor-to-ceiling walls and a locking door and shall be approximately 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 required of eight (8) RJ-45 CAT-6

drops the location of which will be identified on the final floor plan. One wall will be required to bear the load of two plasma screen monitors weighing 120 pounds each and will be specified on the final floor plan.

#### **H. Small Conference Room**

A small conference room shall be provided with floor-to-ceiling walls and a locking door and shall be approximately 184 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 required of eight (8) RJ-45 CAT-6 drops the location of which will be identified on the final floor plan. One wall will be required to bear the load of two plasma screen monitors weighing 120 pounds each and will be specified on the final floor plan.

#### **I. Interview Room**

One interview room shall be provided with floor to ceiling walls and a locking door and shall be approximately 120 square feet of floor space. The interview room shall be located adjacent to the reception area, outside the secure entrance to primary office space and should be accessible from the reception area using keyless entry.

#### **J. Server Voice/Data Room**

A secure voice/data room shall be provided with floor-to-ceiling walls and shall require approximately 225 square feet of floor space. This room shall be lockable and require key card access. This room shall be away from the main office area toward the back of the office suite.

#### **K. 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 approximately Fifty (50) CAT-6 drops to be used for voice or data will be required. This number may change slightly based on individual building configuration. **The PGCB reserves the right to approve the vendor selected to perform this work.**

#### **L. 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 PA Gaming Control Board of Pennsylvania, 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. Build the secure voice/data room to the dimensions shown on the floor plan. The room must be at least 12'x 16' in size.
2. The secure voice/data room door must be equipped with a lockable key-set and require key card access.
3. The floor should be either:
  - a. Sealed concrete or,
  - b. Non-static vinyl floor tile.
4. There should be either no ceiling or a dropped ceiling in the secure voice/data room.
5. 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.
6. Install unpainted fire retardant 3/4" plywood (good on one side) on one wall of the secure voice/data room to create an area (8' height X 8' wide) to be used as a Telco wall-field. Typically, behind a newly installed LAN rack.

**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 two (2) new 48-port CAT-6 patch panels in the LAN rack in the secured voice/data room. Wire management must be installed above and below each patch panel.
4. Install approximately fifty (50) 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.
5. Install appropriate cabling to connect customer hardware to patch panels and end user work stations.
6. All cabling must be installed, tested, labeled and warranted to meet the needs of the PGCB.
7. 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.

## **Vehicular Facilities**

LESSEE requires the ability to access 22 parking spaces on-site Monday through Friday from 7:30 AM to 6:00 PM. Additionally, LESSEE will require 5 parking spaces for utilization 24 hours per day, 7 days per week. 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



### PENNSYLVANIA GAMING CONTROL BOARD

LEASE Number

THIS LEASE AGREEMENT ("LEASE") is executed this \_\_\_\_\_ day of March, 2015, by and between The Pennsylvania Gaming Control Board, a Pennsylvania body corporate and politic (hereinafter called "LESSEE"), and Jewelcor Incorporated, with primary offices located at 100 N. Wilkes-Barre Blvd., Wilkes-Barre, Luzerne County, Pennsylvania 18702 (hereinafter called "LESSOR" or "CONTRACTOR").

WHEREAS, The Pennsylvania Race Horse Development and Gaming Act ("Gaming Act"), 4 Pa.C.S. §1101 et. seq., 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. seq., 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 100 N. Wilkes-Barre Blvd., Wilkes-Barre, in the County of Luzerne, Pennsylvania, more specifically described on the plan and/or specifications attached hereto marked Exhibit "A", and consisting of 2,719 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 lets unto LESSEE fifteen (15) parking spaces situated at 100 N. Wilkes-Barre Blvd, Wilkes-Barre, Pennsylvania. The LEASE of the parking space is included in the RENT provided in Paragraph 3 hereof.

2. **TERM.** The term of the LEASE shall commence on June 1, 2015, or such other date that the PREMISES is accepted for occupancy by the LESSEE through the execution of a LEASE Acceptance Certificate, which shall not be more than fifteen (15) days after LESSOR has substantially completed the construction. The LEASE shall extend five (5) years from that date. The foregoing notwithstanding, LESSOR shall make commercially reasonable efforts to allow LESSEE to occupy the PREMISES (without interfering with LESSOR's



b. It shall be the responsibility of the LESSOR to ensure that the ACH information submitted is correct and to ensure the most current information is provided to the Vendor Data Management Unit throughout the term of the LEASE. Failure to timely submit and maintain accurate and complete ACH information may result in delays in RENT payments.

c. LESSOR hereby acknowledges and agrees that failure to timely submit and maintain accurate and complete ACH information may result in delays in RENT.

LESSEE reserves the right, upon thirty (30) days prior written notice to LESSOR, to offset future RENT payments to recover any prior RENT overpayment made by LESSEE to LESSOR.

LESSOR agrees that LESSEE may offset the amount of any state tax liability or other obligation of LESSOR or its subsidiaries to the PA Gaming Control Board against any payments due the LESSOR under any contract with the PA Gaming Control Board.

4. 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 six (6) months prior written notice before expiration of the then current term. LESSEE shall have the following options:

	<u>Beginning Date</u>	<u>Expiration Date</u>	<u>Base Rent</u>
1 <sup>st</sup> Renewal Term	June 1, 2020	May 31, 2022	\$xxxxx/ sq. ft.*
2 <sup>nd</sup> Renewal Term	June 1, 2022	May 31, 2024	\$xxxxx /sq. ft.*

\*plus Additional RENT as calculated in original term.

5. 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 three (3) months' notice in writing of their intention to terminate the tenancy. In the event LESSEE decides to holdover rather than exercise an option under Paragraph 4, LESSEE shall pay the amount of the monthly RENT specified for such option for each month of occupancy as a holdover tenant.

6. CANCELLATION. It is understood and agreed between the parties hereto that if the governmental function for which the PREMISES are being leased, is abolished, limited, or restricted, by any Act of Legislature, including a failure of sufficient appropriation by the General Assembly to continue payment of the RENT or any other amount hereunder, or by Law of Congress, or by any 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 Three (3) months' notice in writing. At the option of the parties, if they have agreed on the total costs of renovations prior to the execution of this LEASE and the LEASE is canceled pursuant to the provisions of this Paragraph, LESSEE shall reimburse LESSOR for any unamortized costs of renovations performed by LESSOR pursuant to this LEASE at LESSEE's request, and which are peculiar to LESSEE's tenancy. The agreed upon costs of such renovations are twenty-three thousand and no cents (\$23,000.00) and are amortized at six (6) % completely within the initial term.

7. LESSOR'S DUTY TO MITIGATE DAMAGES. In the event LESSEE abandons the 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.

8. 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 gas, oil, electric; water and sewer; hot and cold water; snow and ice removal from walks, driveways, and parking area; janitorial services and supplies in accordance with Exhibit "B"; trash removal (from LESSOR's property); lawn and shrub care services; 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 6:00 P.M. LESSEE may use the PREMISES beyond these hours. The building will be accessible seven days a week, twenty-four hours a day. LESSEE shall pay for any charges for heating or air conditioner beyond the normal work (week) if use of heating or air conditioner is requested by LESSEE.

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.

9. DISADVANTAGED BUSINESS PARTICIPATION COMMITMENT. LESSOR will not be using Disadvantage Business Participation.

10. 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.

11. MAINTENANCE. LESSOR, at its sole cost and in return for the RENT paid by LESSEE pursuant to this LEASE, shall maintain, repair 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 adequate for the purpose for which the premise is utilized and 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 maximizes 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: All new or additionally installed 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, if a part of this LEASE, shall be provided in accordance with Exhibit "B", as provided in LESSOR's proposal, which is attached hereto and made a part hereof.

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 of the LESSEE's agents, business invitees, or guests.. The building(s) and its internal systems shall be maintained to provide reliable, energy efficient service without unusual interruption, disturbing noises, exposure to fire and safety hazards, uncomfortable drafts, 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, upon request of LESSEE, 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, upon request of LESSEE, current certifications from its insurance or service company, wherever is applicable, that all boilers, pressure vessels, and 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 LESSEE are available for use by LESSEE, its employees and invitees, but not 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 five (5) 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;

12. CONSTRUCTION OR ADDITIONAL ALTERATIONS and LESSEE's IMPROVEMENTS. 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 must be signed and authorized by the Pennsylvania Gaming Control Board. Any change orders which exceed \$5,000.00 and all 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. Changes shall be made by LESSOR or its approved contractors, except as may otherwise be agreed in writing by LESSOR and LESSEE. All necessary government approvals and permits for any changes shall be at LESSEE's sole cost and expense.

Except as otherwise provided herein, LESSEE shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSOR, which consent shall not be unreasonably withheld. All alterations, improvements or additions to the PREMISES shall comply with all applicable laws.

Except as otherwise provided herein, LESSOR shall not make, or permit to be made, any alterations, improvements or additions to the PREMISES without the prior written consent of the LESSEE, which shall not

be unreasonably withheld. 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 insulation provided for 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 wool	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."

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.

13. CONFLICT BETWEEN LEASE AND SPECIFICATIONS. To the extent that there are any conflicts between the requirements in Paragraphs 11 "Maintenance," Paragraph 12 "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.

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

a. Within fourteen (14) days, to furnish the LESSEE with detailed plans, specifications, drawings and other relevant construction documents (collectively "Documents") pertaining to the construction of and/or renovation of the PREMISES. Within seven (7) 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 seven (7) days

the Completion schedule shall be extended accordingly to incorporate the number of days exceeding the initial seven (7) day review period.

b. Within fourteen (14) days of LESSEE's approval of the Documents, to commence construction and/or renovation of the PREMISES.

c. Within sixty (60) days of commencement of construction, to substantially complete all construction and/or renovation work in accordance with the approved Documents including final clean-up and the securing of all occupancy licenses or permits required by any governmental entity for occupancy.

d. The entire project shall be substantially completed within ninety-five (95) days from the date of LEASE.

Time is of the essence. If LESSOR fails or refuses to comply with provisions a), b), c), or d) of this paragraph, LESSEE, after giving LESSOR thirty (30) days' notice in writing and opportunity to cure, shall have the right to terminate this LEASE and/or exercise any other remedy it may have under the LEASE or at law. Furthermore, in addition to these rights, LESSOR shall pay LESSEE, at LESSEE's option, as liquidated damages, one thirtieth of the monthly RENT of this LEASE for each and every day the PREMISES are not ready for occupancy by the date provided for in provision c) above.

No RENTS shall be due or payable until the construction/renovations required under Paragraph 12 are substantially completed as reasonably determined by the LESSEE in accordance with the Plans and Specifications listed in Exhibit A and LESSOR has complied with Provisions a), b), c), and d) of this paragraph. It is understood that in accordance with Paragraph 2 hereof, the commencement date of this LEASE will be automatically changed to the date of acceptance of the construction and/or renovations and LESSOR compliance with provisions a), b), c), and d) of this paragraph. The termination date and the beginning and expiration date of any renewal terms shall also be automatically changed.

The LESSEE 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 there is less net usable square feet than stated in the LEASE, the LESSEE shall pay only for the net useable square feet provided and/or shall have the option to exercise its rights under the LEASE if it deems, in its reasonable judgment, that the amount of net usable square feet being provided is insufficient to meet its needs.

15. 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.

16. INSURANCE. LESSOR shall procure and maintain at its expense, the following types of insurance, issued by companies acceptable to LESSEE and authorized to conduct such business under the laws of the PA Gaming Control Board of Pennsylvania:

a. Worker's Compensation Insurance for all of the LESSOR's employees engaged in work at the PREMISES in accordance with the Worker's Compensation Act of 1915 and any supplements



or amendments thereof. All of Lessor's contractors, if applicable, shall also maintain such worker's compensation insurance for its employees.

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, , 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, unless caused by the negligence of LESSEE or its employees, agents, representatives, guests, business invitees or contractors. 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, 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.

17. 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 service performed by LESSOR, its agents or employees under this LEASE, except such services as are properly performed at the express direction of LESSEE;

b. any actual or alleged defective, dangerous or untenable condition of the PREMISES, unless caused by the negligence of LESSEE its employees, agents, representatives, guests, business invitees or contractors.

c. violations of or noncompliance of the PREMISES with, any statute, ordinance, rule or regulation of any governmental authority as applicable to LESSOR

18. ENCUMBRANCES. LESSOR covenants that it has good and clear title to the PREMISES or that it has the right and authority from the owner of the PREMISES to LEASE the PREMISES. If LESSEE is not in default under this LEASE, LESSOR covenants that LESSEE shall enjoy peaceful and uninterrupted possession of the PREMISES during the term of this LEASE. LESSOR shall provide LESSEE and any mortgagee that may hold an encumbrance against the PREMISES, an estoppel certificate or Non-Disturbance and Attornment Agreement with respect to matters related to this LEASE and/or the status of performance of obligations by the parties under this LEASE. LESSEE shall provide any mortgage or lenders that may hold an encumbrance against the PREMISES, an estoppel certificate or Subordination Agreement with respect to matters related to the LEASE.

19. DAMAGE/DESTRUCTION. In the event of damage to the PREMISES by fire, flood, lightning, or other Act of God, or act of terrorism rendering it impossible or substantially inconvenient for LESSEE to continue to occupy or use the PREMISES for its operations, the LESSOR, after notice from the LESSEE of the condition shall have sixty (60) days to repair and/or restore the PREMISES to a tenantable condition. If LESSOR fails to repair and/or restore the PREMISES within said period of sixty (60) days, or if LESSOR fails to make reasonable progress during the sixty (60) day period, as determined by LESSEE in its sole discretion, LESSEE may, at its option: a.) terminate this LEASE by giving LESSOR thirty (30) days' written termination notice or b.)

after first giving LESSOR fifteen (15) days' written notice, repair and restore the PREMISES to a tenantable condition, and deduct such costs made in restoration of the PREMISES from the RENT due the LESSOR . At LESSEE's option, payment of RENT shall abate as long as the PREMISES remains in an 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.

20. DEFAULT:

Each of the following acts or omissions of LESSOR or occurrences shall constitute an "Event of Default by LESSOR":

- a. Failure of LESSOR to provide the services without disruption or interruption as stipulated in this LEASE.
- b. Failure of LESSOR to maintain the PREMISES in tenantable condition.
- c. Failure of LESSOR to provide peaceful and uninterrupted possession of the PREMISES by LESSEE as provided in the LEASE.
- d. Failure of LESSOR to perform or observe any other LEASE obligations.

Each of the following acts or omissions of LESSEE or occurrences shall constitute an "Event of Default by LESSEE":

- a. Failure or refusal by LESSEE to timely pay RENT, Build out or other payments hereunder due on the first day of each month and such failure continues for five (5) days following written notice which notice may be sent to LESSEE by facsimile, overnight courier service or certified mail.
- b. Failure to perform or observe any term, provision, covenant or condition of this LEASE by LESSEE to be performed or observed, other than the payment of rental or other payments hereunder, upon the expiration of a period of thirty (30) days following written notice to LESSEE of such failure plus such additional reasonable period of time as is necessary to take such action which by its nature cannot be completed in such thirty (30) day period.

21. REMEDY.

Remedy available to LESSOR

Upon the occurrence and during the continuance of an Event of Default of LESSOR, LESSEE may exercise one or more of the following remedies:

- a. Perform, on behalf of and at the expense of LESSOR, any obligation of LESSOR under this LEASE which LESSOR has failed to perform and of which LESSEE shall have given LESSOR notice, the cost of which performance by LESSEE shall be payable by LESSOR to LESSEE upon demand or deducted by LESSEE from the RENT or any other amount due LESSOR by LESSEE.
- b. Terminate this LEASE and the tenancy created hereby.

- c. Abate payment of RENT as long as the "Event of Default" remains in effect. After corrective action has been completed by LESSOR, LESSEE shall pay LESSOR the withheld RENT less any costs suffered by LESSEE or the tenant agency resulting from the event of default.
- d. Exercise any other legal and/or equitable rights or remedies available to LESSEE.

Remedy available to LESSEE

Upon the occurrence and during the continuance of an Event of Default of LESSEE, LESSOR may, at LESSOR's option, in addition to all other rights and remedies given hereunder or by law or equity, do any one or more of the following, to the extent not prohibited by the laws of the PA Gaming Control Board of Pennsylvania:

- a. Terminate this LEASE, in which event LESSEE shall immediately surrender possession of the LEASE PREMISES to LESSOR
- b. Enter upon and take possession of the LEASE PREMISES and expel or remove LESSEE and any other occupant there from, with or without having terminated the LEASE.
- c. Alter locks and other security devices at the LEASE PREMISES.

Exercise by LESSOR of any one or more remedies hereunder granted or otherwise available shall not be deemed to be an acceptance of surrender of the LEASE PREMISES by LESSEE whether by agreement or by operation of law, it being understood that such surrender can be effected only by the written agreement of LESSOR and LESSEE.

In the event LESSOR elects to terminate this LEASE by reason of an Event of Default, then, notwithstanding such termination, LESSEE shall be liable for and shall pay to LESSOR at the address of LESSOR for rental payments specified in Paragraph 3. hereof, the sum of all Rental, Maintenance Charge and other indebtedness accrued to the date of such termination. Additionally, LESSOR may hold LESSEE liable for all Rental, Maintenance Charge and other indebtedness accrued to the date of such termination, plus such rental and other indebtedness as would otherwise have been required to be paid by LESSEE to LESSOR during the period following termination of the Term of this LEASE measured from the date of such termination by LESSOR until the expiration of the Term of this

LEASE (had LESSOR not elected to terminate the LEASE on account of such Event of Default) diminished by any net sums thereafter received by LESSOR through reletting the LEASE PREMISES during said period. Actions to collect amounts due by LESSEE may be brought from time to time by LESSOR during the aforesaid period, on one or more occasions, without the necessity of LESSOR's waiting until the expiration of such period; and in no event shall LESSEE be entitled to any excess of rental (or rental plus other sums) obtained by reletting over and above the rental provided for in this LEASE. Additionally, in exercising any option hereunder, Lessor remains obligated to comply with the mitigation responsibilities placed upon it pursuant to Paragraph 7.

22. REGULATIONS. With full understanding by LESSOR of the intended use of the PREMISES by LESSEE, LESSOR agrees to make the PREMISES conform to all applicable governmental zoning and occupancy rules and regulations and be approved by the Department of Labor and Industry, in addition to any other local, state, federal or governmental agencies having jurisdiction for regulations covering occupancy, fire and panic, toilet rooms, safety, chemical or other codes pertaining to the property.

LESSOR, at its sole expense, shall, if required by applicable law, promptly take action to comply with changes in any code or regulation requirements when such changes occur in local, state or federal codes or regulations during the term of the LEASE and any renewal thereof. If such changes result from the use of the PREMISES by LESSEE, LESSEE shall reimburse LESSOR for the reasonable costs of compliance.

23. VENDING. The LESSEE reserves the right to install and operate vending machines on the PREMISES without any additional payment to LESSOR or any sharing of the income derived from the operation of the vending machines. LESSOR shall not install or operate any vending machines in the PREMISES unless requested by the LESSEE. If the PREMISES is located in a multi-tenant building, LESSOR may install vending machines in the common areas of the building.

24. 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.

25. ASBESTOS. LESSOR hereby agrees to strictly adhere to the provisions of Exhibit "C" 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.

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

27. INTERPRETATION. This LEASE shall be construed and interpreted in accordance with the laws of the PA Gaming Control Board 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.

28. COMPLIANCE WITH LAWS. LESSOR agrees to comply with all federal, state, county, municipal and other governmental statutes, laws, rules, orders, regulations and ordinances affecting the PREMISES.

29. ASSIGNMENT. Neither Party may assign this LEASE without the prior written notice to the other Party.

30. 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 assigns of the said parties.

31. 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 PA Gaming Control Board procurement process. In furtherance of this policy, Contractor agrees to the following:

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

b. Contractor shall establish and implement a written business integrity policy, which includes, at a minimum, the requirements of these provisions as they relate to Contractor employee activity with the PA Gaming Control Board and PA Gaming Control Board's employees, and which is distributed and made known to all Contractor employees.

c. Contractor, its affiliates, agents and employees shall not influence, or attempt to influence, any PA Gaming Control Board employee to breach the standards of ethical conduct for PA Gaming Control Board 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. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a PA Gaming Control Board official or employee or to any other person at the direction or request of any PA Gaming Control Board official or employee.

e. Contractor, its affiliates, agents and employees shall not offer, give, or agree or promise to give any gratuity to a PA Gaming Control Board 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 PA Gaming Control Board.

f. Contractor, 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 PA Gaming Control Board official or employee.

g. Contractor, 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 contract, except as provided in the contract.

h. Contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project, unless the financial interest is disclosed to the PA Gaming Control Board in writing and the PA Gaming Control Board consents to Contractor's financial interest prior to PA Gaming Control Board execution of the contract. Contractor shall disclose the financial interest to the PA Gaming Control Board at the time of bid or proposal submission, or if no bids or proposals are solicited, no later than Contractor's submission of the contract signed by Contractor.

i. Contractor, its affiliates, agents and employees shall not disclose to others any information, documents, reports, data or records provided to, or prepared by, Contractor under this contract 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 contract. Any information, documents, reports, data or records secured by Contractor from the LESSEE or a third party in connection with the performance of this contract 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 contract 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 Contractor's internal assessment and review; or
5. Deemed necessary by Contractor in any action to enforce the provisions of this contract or to defend or prosecute claims by or against parties other than the LESSEE (contractor 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. Contractor certifies that neither it nor any of its officers, directors, associates, partners, limited partners or individual owners have not been officially notified of, charged with, or convicted of any of the following and agrees to immediately notify the PA Gaming Control Board agency contracting officer in writing if and when it or any officer, director, associate, partner, limited partner or individual 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 embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property or gambling offense.
2. Commission of fraud or a criminal offense or other improper conduct or knowledge of, approval of or acquiescence in such activities by Contractor or any affiliate, officer, director, associate, partner, limited partner, individual owner, or employee or other individual or entity associated with:
  - i. obtaining;
  - ii. attempting to obtain; or
  - iii. performing a public contract or subcontract.

Contractor's acceptance of the benefits derived from the conduct shall be deemed evidence of such knowledge, approval or acquiescence.

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 crime involving moral turpitude or business honesty or integrity.

Contractor acknowledges that the LESSEE may, in its sole discretion, terminate the contract for cause upon such notification or when the LESSEE otherwise learns the Contractor has been officially notified, charged or convicted.

k. If this contract was awarded to Contractor on a non-bid basis, Contractor must, (as required by *Section 1641* of the *Pennsylvania Election Code*) file a report of political contributions with the Secretary of the PA Gaming Control Board on or before February 15 of the next calendar year. The report must include an itemized list of all political contributions known to Contractor 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, Contractor 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. Contractor shall comply with requirements of the *Lobbying Disclosure Act, 65 Pa.C.S. §13A01 et seq.*, and the regulations promulgated pursuant to that law. Contractor employee activities prior to or outside of formal PA Gaming Control Board procurement

communication protocol are considered lobbying and subjects the Contractor employees to the registration and reporting requirements of the law. Actions by outside lobbyists on Contractor's behalf, no matter the procurement stage, are not exempt and must be reported.

m. When Contractor 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 PA Gaming Control Board officer of employee which, if acted upon, would violate such ethical standards, Contractor shall immediately notify the PA Gaming Control Board contracting officer or PA Gaming Control Board Inspector General in writing.

n. Contractor, by submission of its bid or proposal and/or execution of this contract and by the submission of any bills, invoices or requests for payment pursuant to the contract, certifies and represents that it has not violated any of these contractor integrity provisions in connection with the submission of the bid or proposal, during any contract negotiations or during the term of the contract.

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

p. For violation of any of these Contractor Integrity Provisions, the Pennsylvania Gaming Control Board may terminate this and any other contract with Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all additional costs and expenses incurred in obtaining another contractor to complete performance under this contract, and debar and suspend Contractor from doing business with the PA Gaming Control Board. 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 PA Gaming Control Board 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 Contractor 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 Contractor; 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 contract.

3. "Contractor" means the individual or entity that has entered into this contract with the Pennsylvania Gaming Control Board, including those directors, officers, partners, managers and owners having more than a five percent interest in Contractor.

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 Contractor 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 PA Gaming Control Board of Pennsylvania or for paying debts incurred by or for a candidate or committee before or after any election.

32. 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, including the provisions of the Nondiscrimination/Sexual Harassment Clause that follows:

a. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the contractor,

subcontractor, or any person acting on behalf of the contractor or subcontractor shall not, by reason of gender, race, creed, or color, discriminate against any citizen of this PA Gaming Control Board who is qualified and available to perform the work to which the employment relates.

b. Neither the contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against or intimidate any employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract on account of gender, race, creed, or color.

c. Contractors and subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.

d. Contractors shall not discriminate by reason of gender, race, creed, or color against any subcontractor or supplier who is qualified to perform the work to which the contract relates.

e. The contractor and each subcontractor shall furnish all necessary employment documents and records to and permit access to their books, records, and accounts by the contracting agency and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with provisions of this Nondiscrimination/Sexual Harassment Clause. If the contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, the contractor or subcontractor shall furnish such information on reporting forms supplied by the contracting agency or the Bureau of Contract Administration and Business Development.

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

g. The Pennsylvania Gaming Control Board may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the contractor in the Contractor Responsibility File.

33. 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 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 PA Gaming Control Board of Pennsylvania through contracts with outside contractors and LESSOR.

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

34. CONTRACTOR RESPONSIBILITY PROVISIONS. For the purpose of these provisions, the term contractor is defined as any person, including, but not limited to, a bidder, offeror, loan recipient, LESSOR/SUBLEESSEE, grantee, or subgrantee, who has furnished or seeks to furnish goods, supplies, services, or leased space, or who has performed or seeks to perform construction activity under contract, subcontract, grant, or subgrant with the PA Gaming Control Board, or with a person under contract, subcontract, grant, or subgrant with the PA Gaming Control Board or its state affiliated entities, and state-related institutions. The term contractor may include a permittee, licensee, or any agency, political subdivision, instrumentality, public authority, or other entity of the PA Gaming Control Board.

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

b. The contractor must also certify, in writing, that as of the date of its execution, of any PA Gaming Control Board contract it has no tax liabilities or other PA Gaming Control Board obligations.

c. The contractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the contractor shall have an obligation to inform the contracting agency if, at any time during the term of the contract, it becomes delinquent in the payment of taxes, or other PA Gaming Control Board obligations, or if it or any of its subcontractors are suspended or debarred by the PA Gaming Control Board, the federal government, or any other state or governmental entity. Such notification shall be made within 15 days of the date of suspension or debarment.

d. The failure of the contractor to notify the contracting agency of its suspension or debarment by the PA Gaming Control Board, any other state, or the federal government shall constitute an event of default of the contract with the PA Gaming Control Board.

e. The contractor agrees to reimburse the PA Gaming Control Board for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the contractor's compliance with the terms of this or any other agreement between the contractor

and the PA Gaming Control Board, 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. The contractor shall not be responsible for investigative costs for investigations that do not result in the contractor's suspension or debarment.

f. The contractor may obtain the current list of suspended and debarred PA Gaming Control Board contractors by either searching the internet at [http://www.portal.state.pa.us/portal/server.pt/community/search\\_debarred\\_and\\_suspended\\_contractors/19718](http://www.portal.state.pa.us/portal/server.pt/community/search_debarred_and_suspended_contractors/19718) 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

### 35. RIGHT TO KNOW LAW REQUIREMENTS

a. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104 ("RTKL"), applies to this LEASE.

b. If the LESSEE needs the LESSOR's assistance in any matter arising out of the RTKL related to this LEASE, it shall notify the LESSOR using the legal contact information provided in this LEASE. The LESSOR, at any time, may designate a different contact for such purpose upon reasonable prior written notice to the LESSEE.

c. Upon written notification from the LESSEE that it requires the LESSOR's assistance in responding to a request under the RTKL for information in the LESSOR's possession, constituting, or alleged to constitute, a public record in accordance with the RTKL ("Requested Information"), the LESSOR shall:

1. Provide the LESSEE, within ten (10) calendar days after receipt of written notification, access to, and copies of, any document or information in the LESSOR's possession arising out of this LEASE that the LESSEE reasonably believes is Requested Information and may be a public record under the RTKL; and

2. Provide such other assistance as the LESSEE may reasonable request, in order to comply with the RTKL with respect to this LEASE.

d. If the LESSOR considers the Requested Information to include a request for a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the LESSOR considers exempt from production under the RTKL, the LESSOR must notify the LESSEE and provide, within seven (7) calendar days of receiving the written notification, a written statement signed by a representative of the LESSOR explaining why the requested material is exempt from public disclosure under the RTKL.

e. The LESSEE will rely upon the written statement from the LESSOR in denying a RTKL request for the Requested information unless the LESSEE determines that the Requested Information is clearly not protected from disclosure under the RTKL. Should the LESSEE determine that the Requested Information is clearly not exempt from disclosure; the LESSOR shall provide the Requested Information within five (5) business days of receipt of written notification of the LESSEE's determination.

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

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

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

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

36. 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 "C".

37. EXECUTION DATE. LESSOR ACKNOWLEDGES THAT THIS LEASE IS SUBJECT TO FINAL EXECUTION BY THE EXECUTIVE DIRECTOR OF THE PENNSYLVANIA GAMING CONTROL BOARD AND APPROVAL BY THE OFFICE OF GENERAL COUNSEL 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 THE EXECUTIVE DIRECTOR OF THE PENNSYLVANIA GAMING CONTROL BOARD AFTER ALL OTHER APPROVALS HAVE BEEN OBTAINED, WHICH DATE SHALL BE ENTERED ON THE APPROPRIATE LINE OF THE FIRST PAGE OF THIS LEASE.

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: \_\_\_\_\_  
LESSOR

ATTEST:

\_\_\_\_\_

By \_\_\_\_\_ (SEAL)  
Pennsylvania Gaming Control Board  
Executive Director

APPROVED AS TO FORM AND LEGALITY

OFFICE OF ATTORNEY GENERAL

By \_\_\_\_\_

\_\_\_\_\_, \_\_\_\_\_

EXHIBIT A

## EXHIBIT B

### JANITORIAL SPECIFICATIONS AND CLEANING SPECIFICATIONS

#### FLOORS:

##### Fire Stairwells:

Daily: Check area and remove any marks on doors

Weekly: Sweep

Annually: Thorough clean and reviewed for repairs, if necessary

##### Marble and Linoleum:

Daily: Sweep or mop as needed

Quarterly: Mop and buff as needed

Annually: Strip and wax

##### Carpeted Areas:

Daily: Vacuum all common areas and offices on rotating basis

Weekly: Concentrated vacuuming in all offices

Annually: Clean all common areas and office on another year basis unless requested

#### Exterior Glass:

Daily: Spot Clean as needed

Annually: Cleaning of all exterior glass

#### Interior Glass:

Daily: Spot clean doors, vacuum and/or mop entrance area

Weekly: Clean enclosure glass at entrance area, dust ledges and wipe handles

Annually: Inspect door operations and polish doors



## Elevators:

Daily: Vacuum floor and wipe down operations panel and doors

Annually: Polish frames and scrub grates

## Offices:

Wastebaskets: Emptied and liner replaced as needed

Walls: Remove any marks as noted by cleaning people or tenant Painted as needed but at least every five (5) years

Window ledges: as needed, but at least monthly provide area is free of hindrances Ceiling vents, grids, etc: as needed

Doors: clean as needed

Venetian blinds: Dust and wipe down: semi-annually

## Restroom Maintenance

Commodes and urinal: Clean and disinfect

### Partitions:

Daily: Spot clean as needed

Weekly: wash and disinfect

### Walls:

Daily: wash and spot clean as needed

### Mirrors:

Daily: Clean

### Exhaust vents and floor drains:

As needed cleaning

### Floors:

Daily: Wash and disinfect Chrome/Metal Fixtures/Containers:

Daily: Clean and disinfect Weekly: wash

Restroom products supplied by LESSOR:

1. Toilet paper
2. Paper towels
3. Liquid hand soap
4. Sanitary napkins (ladies room)

## EXHIBIT C

### ASBESTOS CERTIFICATE

1. LESSOR certifies that an asbestos survey has been completed relative to the entire building in which the space is located in accordance with the following criteria:
  - a. Building(s) must be inspected by PAL&I-certified inspector(s), each with a minimum of one (1) year experience in conducting building inspections for asbestos-containing materials (ACM).
  - b. Samples must be collected and analyzed in numbers no less stringent than AHERA guidelines.
  - c. Sample analysis must be performed by laboratory(ies) accredited under the NVLAP program for asbestos bulk sample analysis.
  - d. All suspect materials must be analyzed for asbestos, except for the following:
    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.

**APPENDIX B**

**REQUIRED DOCUMENTS**

**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 \_\_\_\_\_; 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 <sup>st</sup> Option Term Annual Sq. Ft. Rate
_____	_____	_____	Base Rent \$ _____	Base Rent \$ _____
_____	_____	_____	Operating Rent \$ _____	Operating Rent \$ n/a see note _____
_____	_____	_____	Total \$ _____	2 <sup>nd</sup> Option Term Annual Sq. Ft. Rate
_____	_____	_____	Annual Rent \$ _____	Base Rent \$ _____
_____	_____	_____	Monthly Rent \$ _____	Operating Rent \$ n/a see note _____

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.

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:	\$ _____



**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: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: President \_\_\_\_\_ Title: Vice President \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Percentage of Stock: \_\_\_\_\_ Percentage of Stock: \_\_\_\_\_  
Signature: \_\_\_\_\_ Signature: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: Secretary \_\_\_\_\_ Title: Treasurer \_\_\_\_\_  
Address: \_\_\_\_\_ Address: \_\_\_\_\_  
Percentage of Stock: \_\_\_\_\_ Percentage of Stock: \_\_\_\_\_  
Signature: \_\_\_\_\_ 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: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(General, Limited, Special) (General, Limited, Special)  
Address: \_\_\_\_\_ Address: \_\_\_\_\_

Name: \_\_\_\_\_ Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
(General, Limited, Special) (General, Limited, Special)  
Address: \_\_\_\_\_ 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)

**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**