



Wes Moore, Governor · Aruna Miller, Lt. Governor · Atif Chaudhry, Secretary

February 10, 2026

Dear Proposer:

Thank you for your interest in this Request for Proposals (RFP) for new leased office space by the State of Maryland. This RFP is governed by the July 1, 2024, the Department of General Services Office of Real Estate General Performance Standards and Specifications for State of Maryland Leased Space. Please review this document, which is located at <http://dgs.maryland.gov/Pages/RealEstate/index.aspx>.

Enclosed please find the following material to be reviewed, completed and returned:

- ☐ Solicitation
- ☐ Proposal Forms – Financial Proposal (Must be submitted in a separate sealed package) and Technical Proposal (submitted with remainder of documents)
- ☐ Environmental and Energy Efficiency Attributes
- ☐ Project Space Programs
- ☐ Tier I Checklist and Tier II Checklist
- ☐ Bid Proposal Affidavit
- ☐ Contract Affidavit
- ☐ Addendum A “General Contract Terms & Conditions”
- ☐ Offeror Affiliation and Identifying Data
- ☐ TOD Executive Order
- ☐ TOD Executive Order Certification
- ☐ Cover Page for RFP Submission RFP No. LA 09-26
- ☐ DGS form 680-2- Standard State Lease Form

Please return the above referenced documents along with any cover letters, floor plans or other pertinent materials describing your proposed location.

Sincerely,

JoEllyn Lucero

JoEllyn Lucero
Procurement Officer, RFP No. LA 09-26



Wes Moore, Governor · Aruna Miller, Lt. Governor · Atif Chaudhry, Secretary

**STATE OF MARYLAND
R.F.P. LA-09-26
SPECIFIC REQUIREMENTS**

NOTICE – The Department of General Services Office of Real Estate has contracted with and has authorized CBRE, to serve in the capacity of Exclusive Tenant Representative (Broker) for commercial leases where the State is the Tenant. CBRE has engaged Birch Associates, to assist in this effort. As customary, the Broker’s commission will be the responsibility of the Landlord executing a lease with the State and will be due in its entirety upon approval by the Board of Public Works.

The State of Maryland requires office space for lease for the **State of Maryland Office of the Correctional Ombudsman**:

1. Requirements

1.1 Type and amount:

- 7,319 net square feet (NSF) of administrative office space with client contact as further defined in Section 2 below.

1.2 Location

Within the following boundaries:

- North: Frederick Road
- East: MD 295
- South: MD Route 198
- West: US Route 29 > Scaggsville Road > MD Route 108

1.3 Term

- (1) Original Term– Ten (10) years
- (2) Renewal Term – One (1) for five (5) years

1.4 Offerors shall submit proposals in accordance with the requirements contained in this Request for Proposals (“RFP”), the Department of General Services Office of Real Estate General Performance Standards and Specifications for State of Maryland Leased Facilities as of 7/2024 (“Performance Standards”) as amended by this RFP. All improvements necessary to bring the space into compliance with the Performance Standards by the required delivery time shall be made by the Offeror and at the Offeror’s expense.

1.5 Using the NUSF and space program provided herein (“Space Program”), Offerors must indicate the net usable square feet (NUSF as defined in the Performance Standards)

required to complete the project at its proposed facility. The measured NUSF will be what is listed in all documentation and will be the figure all economics are derived from.

- 1.5.1 As an exhibit to its RFP submission, Offerors must include a proposed test-fit to support its NUSF measurement. The test fit should be detailed to provide the NUSF measurement of each individual program requirement listed on the provided space program. When completing the test fit, the space program attached as an exhibit to this document should be used to detail agencies and business units that will be required to be located within proximity to each other. Any other specific program requirements will also be found detailed in that area.

Offerors must provide a table of restroom fixtures on each floor in the proposed test fit. The fixture count shall comply with the DGS Performance Standards or local plumbing code, whichever is stricter. Fixture count should meet the DGS Performance Standards per each floor's occupant load.

- 1.5.2 The space is to be designed with all enclosed rooms/offices located along the interior of the proposed spaces, and all open workstations should be situated along the window line of the space/exterior wall to allow maximum natural light in the space.

- 1.5.3 If Offerors are required to make changes to their proposed plan/test fit they will have the ability to adjust NUSF by +/- 5%.

- 1.6 The proposed rental rate for the 5 (five)-year renewal option term will be negotiated prior to the commencement of the renewal term.
- 1.7 By submitting a proposal in response to this RFP the Offeror, if selected for award, shall be deemed to have accepted the terms and conditions of this RFP, the attached Standard State Lease Form and Addendum A and the Performance Standards, as amended by this RFP, and excluding Section A, subsection E, Selection Criteria. A red-lined document reflecting any proposed changes to the Standard State Lease Form and Addendum A **must** be submitted with the technical proposal package. Any exceptions to the aforementioned documents will be taken into consideration when evaluating the Offeror's proposal. The Procurement Officer reserves the right to accept or reject any proposed changes to the Standard State Lease Form and Addendum A.
- 1.8 Offerors may be required to make oral presentations to State representatives during the site visit process. Oral presentations are considered part of the Technical Proposal. Offerors must confirm in writing any substantive oral clarification of, or change in, their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations/site visit(s).

their Proposals made in the course of discussions. Any such written clarifications or changes then become part of the Offeror's Proposal. The Procurement Officer will notify Offerors of the time and place of oral presentations/site visit(s).

- 1.9 Multiple or Alternative proposals will not be accepted.
- 1.10 Any protest or dispute related to this solicitation or the Contract award shall be subject to the provisions of COMAR 21.10 (Administrative and Civil Remedies).
- 1.11 Any proposal that does not meet the above requirements and/or fails to include any of the above requirements will be deemed not reasonably susceptible for award.

2. Procurement Instructions

- 2.1 Offerors must submit the financial and technical portions of their RFP Proposals in separate sealed envelopes and labeled respectively. Failure to do so will result in an inability for the procurement team to review the submission.
 - 2.1.1 Technical Proposals must be in PDF format.
 - 2.1.2 "The Department of General Services, Financial Proposal, Offer to Lease Space to the State of Maryland" (**Attachment 1**) constitutes the entirety of the Price Proposal that is required to be submitted.
- 2.2 Offerors must acknowledge that they have read the attached Executive Order 01.01.2009.12 for Transit Oriented Development in their Technical Proposal.
- 2.3 Offerors are required to be registered and in "good standing" with the Maryland Department of Assessments and Taxation. Offerors must submit a certificate of status reflecting good standing status at the time of RFP submission in their Technical Proposal.
- 2.4 All questions must be submitted in writing to the attention of JoEllyn Lucero at dgs.re-bidsproposals@maryland.gov with the subject line being "RFP LA 09-26 Questions" no later than **Thursday, February 26, 2026, by 5:00 PM EST**. Any questions submitted verbally or to any place other than the provided e-mail address will be disregarded.
- 2.5 Proposals must be received on **Thursday, March 19, 2026, by 3:30 PM EST**.
- 2.6 Information on other pending Request for Proposals (RFP) for lease space may be found on the DGS website at www.dgs.maryland.gov/Pages/RealEstate/index.aspx

3. Minimum Qualifications

The following qualifications/specifications, in addition to those found in Section 1 (Requirements) must be complied with/provided. Whenever these special qualifications/specifications conflict with the specifications contained elsewhere in this proposal package, these special qualifications/specifications shall prevail:

- 3.1 Offeror must indicate the location and costs to the State, associated with parking in their financial portion of the RFP response. A minimum of 30 total parking spaces must be provided with a breakdown as follows:
 - 3.1.1 Seven (7) on-site parking spaces will be used as fleet vehicle parking.
 - 3.1.2 Offeror must indicate the cost and location of the remaining twenty-three (23) parking spaces. The cost of parking should only be included in the financial portion of the RFP response.
 - 3.1.3 Offeror must allow the conversion of additional on-site parking spaces to electric vehicle charging stations at the State's expense should they choose to do so in the future.
 - 3.1.4 24/7 access to the parking areas identified in 3.1.1 and 3.1.2 above is required. The agency must be able to access parking areas 24 hours per day, 7 days per week including holidays.
- 3.2 The State requires access to the proposed space 24 hours per day, 7 days per week including holidays.
- 3.3 All floors occupied by the State are required to be keycard access from elevators and stairwells. If a proposed portion of the space is on a multi-tenanted floor suite entry will be required to have keycard-controlled access.
- 3.4 A minimum of Two (2) elevators are required to access the space if the proposed space is located above street level.

Failure to meet any of the above Minimum Qualifications will result in the Offeror's Technical Proposal being rejected.

4. Evaluation and Selection Process

Evaluation of Proposals will be performed in accordance with COMAR 21.05.03 by a committee established for that purpose (the "Evaluation Committee") and based on the evaluation criteria set forth below. The Evaluation Committee will review proposals, participate in Offeror oral presentations and discussions, tour potential building locations and provide input to the Procurement Officer. The Department reserves the right to utilize the services of individuals outside of the established Evaluation Committee for advice and assistance, as deemed appropriate. During the evaluation process, the Procurement Officer may determine at any time that a particular Offeror is not susceptible for award.

4.1 Technical Proposal Evaluation Criteria. The criteria to be used to evaluate each Technical Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion has equal weight.

a. Agency program consideration, efficiency of building layout, etc.

Offerors are judged based on their ability to meet the specific needs outlined in the “Requirements” portion of this RFP and the attached Space Program. The ability to lay out the space in a format that creates operational efficiencies will also be evaluated. The layout of the building including column spacing, irregular space configurations, long narrow runs of space, and atriums, light wells or other areas interrupting contiguous spaces, or any other unusual building features will be evaluated.

b. Access to Retail and Outdoor Amenities. Offeror’s Proposals are judged based on the availability and quality of the following amenities within a 2-block radius of each building proposed:

- Pharmacy
- Dry Cleaner
- Gym/ Fitness
- Restaurant
- Parking Garage(s)

Buildings are only evaluated on the above amenities. Other outdoor amenities will not be considered.

c. Indoor Amenities

Responses will be evaluated on the availability of building amenities. These amenities include the availability of the following:

- Tenant conference centers/facilities
- Fitness centers
- Onsite bike rooms
- On-site food service options/restaurants
- Concierge service

Buildings are only evaluated on the above amenities. Other indoor amenities will not be considered.

d. Ease of access by the public.

Walkability to the proposed site from public transportation will be evaluated with respect to the physical characteristics of the path of travel to enter the building from public transportation modes available to the building which will allow both a person with or

without a temporary or permanent incapacity or disability to gain access to the building.

e. Quality of outdoor environment.

Quality of outdoor environment will be evaluated for protection of noise interference, views from building windows on proposed floors, availability of or proximity to green space and access to walking paths/recreational areas.

f. Assessment of Building Condition and Aesthetics.

First impression of facility appearance will be evaluated for maintained landscaping, operating elevators, clean mats, cleanliness and maintenance of the interior and exterior of the building, building signage condition, lobby and common area lighting, recent building renovations/common area upgrades and maintenance, and general condition of building façade.

g. Conformity of Use.

The Offeror's proposed location/building will be evaluated on whether it is surrounded by other similar office buildings as opposed to industrial buildings, medical/institutional, education buildings, and residential buildings.

h. Distance to Other State Agencies.

The Offeror's proposed location/building will be evaluated on being within a 2-block radius of another State agency if the proposed location is in Baltimore City, and within a ½ mile radius if located outside of Baltimore City

i. Transit-oriented Developments (TODs).

The Offeror's proposed location/building will be evaluated on whether it meets State TOD criteria and is located within a State designated TOD site, defined in the Transportation Article of the Maryland Code under § 7-101. Further information can be accessed at <https://www.mdot.maryland.gov/tso/pages/Index.aspx?PageId=37>

j. Transit-Accessible Site.

The Offeror's proposed location/building will be evaluated on being located within a 2-block radius of public transportation if the proposed location is in Baltimore City, and within a 1/2 mile radius if located outside of Baltimore City. Metro, light rail, MARC stations and bus rapid transit stations are all included as public transportation for purposes of this evaluation criteria.

4.2 Financial Proposal Evaluation Criteria. The Financial Proposal Form (Attachment 1) is used to calculate the Offeror's Total Net Effective Rent. The Net Effective Rent is used as the basis for the Offeror's fully evaluated financial rating. The criteria to be used to evaluate each Financial Proposal are listed below in descending order of importance. Unless stated otherwise, any sub-criteria within each criterion has equal weight.

a. Net Effective Rent: The Net Effective Rent is inclusive of base rental rate, annual escalations, operating expenses, rent abatement, parking costs, and any other

miscellaneous pass-throughs proposed by the offeror. The full point total is awarded to the lowest proposed annual net effective rent while each successive response receives a score that is proportionately reduced based upon the percentage difference from the lowest annual net effective rent.

b. Turn-Key Buildout: The proposal will be evaluated based on whether the Offeror elects to complete the proposed build-out per the RFP as turnkey. A turnkey buildout is defined as one where the Offeror assumes the entire cost of construction and will not be eligible for excess fit-up reimbursement per the DGS construction process.

c. Services Provided by Landlord: It is always the State's preference for the procurement of janitorial services to be the responsibility of the Landlord.

d. Pass Through Costs: The three main operating expenses Landlords can pass through to the State are janitorial, utilities, and real estate taxes.

- i. All Offerors have the option of procuring these services on behalf of the State or directly passing through the cost/responsibility to the using agency.
- ii. If the offeror chooses to assume procurement responsibilities, they also have the option to cover any increases over a base year, or to pass that cost through to the State.
- iii. The Offeror will receive consideration for any pass-through cost(s) that they pay on behalf of the State, and assume(s) any increase(s) over the base year.

e. State Energy Initiatives: Offerors are required to disclose the energy efficiency of their site by disclosing whether it has earned LEED Gold or Silver classification, or by filling out a Tier I or Tier II energy efficiency checklist. Greater consideration will be given in descending order as follows:

LEED Gold
LEED Silver
Tier II Environmental and Energy Efficiency
Tier I Environmental and Energy Efficiency

4.3 Proposal Evaluation Methodology

The following maximum points are available for each criterion to be evaluated:

<u>TECHNICAL EVALUATION</u> <u>CRITERIA</u>	<u>POINTS</u>
AGENCY PROGRAM CONSIDERATION	25
ACCESS TO RETAIL AND OUTDOOR AMENITIES (Pharmacy 4 pts, dry cleaner 4 pts, gym 4 pts, restaurants 4 pts, parking garage(s) 4 pts)	20
ACCESS TO INDOOR AMENITIES (Conf. Center 4 pts., Fitness Center 4 pts., bike room 4 pts., onsite food 4 pts., concierge service 4 pts.)	20
EASE OF ACCESS BY THE PUBLIC	20
QUALITY OF OUTDOOR ENVIRONMENT	15
ASSESSMENT OF BUILDING CONDITION AND AESTHETICS	15
CONFORMITY OF USE	15
DISTANCE TO OTHER STATE AGENCIES	15
TRANSIT-ORIENTED DEVELOPMENTS (TODs) (Y/N)	12
TRANSIT-ACCESSIBLE SITES (Y/N)	8
Total Maximum Technical Score	165
<u>FINANCIAL EVALUATION</u> <u>CRITERIA</u>	<u>POINTS</u>
NET EFFECTIVE RENT	105
<u>SERVICES</u>	<u>POINTS</u>
NO PASS THRU COSTS	15
TURNKEY BUILD-OUT (Y/N)	10
JANITORIAL SERVICES PROVIDED BY LANDLORD (Y/N)	5
(JANITORIAL 5 pts./RET 5 pts./UTILITIES not separately metered 5 pts.)	

<u>STATE ENERGY INITIATIVES</u>	<u>POINTS</u>
LEED CERTIFIED GOLD (Y/N)	30
LEED CERTIFIED SILVER (Y/N)	25
TIER II ENVIRONMENTAL & ENERGY EFFICIENCY (Y/N)	20
TIER I ENVIRONMENTAL & ENERGY EFFICIENCY (Y/N)	15
Total Maximum Financial Score	165
<u>TOTAL of TECHNICAL AND FINANCIAL POINTS</u>	330
<p>*If Offeror's do not score a minimum of 65% of the available points in the technical evaluation criteria, they will be deemed not reasonably susceptible of being selected for award.</p>	

Note: For categories where scoring is not described in the above chart the following criteria will be used to assign point values:

Level 1: Unsatisfactory / Poor / Below Standard

Description: The performance or response does not meet the basic criteria. It shows significant gaps, lacks essential qualities, or demonstrates fundamental misunderstandings or errors.

Characteristics:

Major flaws or inaccuracies

Little to no evidence of understanding or competency

Unorganized or incoherent presentation

Level 2: Basic / Fair / Approaching Standard

Description: The performance or response meets some basic criteria but has noticeable areas needing improvement. It shows some understanding or competence but also several deficiencies.

Characteristics:

Some correct elements but with important gaps

Basic understanding or partial correctness

Adequate but incomplete or underdeveloped responses

Level 3: Proficient / Good / Meets Standard

Description: The performance or response meets the expected standards and shows a solid level of understanding or competence. It may have minor errors but overall demonstrates good quality.

Characteristics:

Correct and complete, with minor errors
Clear evidence of understanding and competency
Well-organized and coherent presentation

Level 4: Exemplary / Excellent / Exceeds Standard

Description: The performance or response exceeds the expected standards, showing superior understanding, quality, or innovation. It demonstrates a high level of competency and minimal, if any, errors.

Characteristics:

Thorough and insightful
Demonstrates deep understanding and mastery
Highly organized and clear, with exceptional quality

Where maximum points equal 25:

- Level 4 - 25
- Level 3 – 20
- Level 2 -15
- Level 1 -10
- Does not Meet Minimum Requirements - 0

Where maximum points equal 20:

- Level 4 - 20
- Level 3 – 15
- Level 2 -10
- Level 1 -5
- Does not Meet Minimum Requirements - 0

Where maximum points equal 15:

- Level 4 - 15
- Level 3 – 12
- Level 2 -9
- Level 1 -6

Does not Meet Minimum Requirements - 0

5. Selection Procedures

5.1 General

- 5.1.1 The contract will be awarded in accordance with the Competitive Sealed Proposals (CSP) method found at COMAR 21.05.03. The CSP method

allows for the conducting of discussions and the revision of Proposals during these discussions. Therefore, the State may conduct discussions with all Offerors that have submitted Proposals that are determined to be reasonably susceptible of being selected for contract award or potentially so. However, the State reserves the right to make an award without holding discussions.

- 5.1.2 With or without discussions, the State may determine that an Offeror is not responsible, or the Offeror's proposal is not reasonably susceptible of being selected for award at any time after the initial closing date for receipt of Proposals and prior to contract award.
- 5.1.3 The Procurement Officer may limit discussions and negotiations to only those responsible offerors that submitted the three best proposals based upon the procurement officer's preliminary review, in accordance with the evaluation factors, of all proposals received in response to the request for proposals.
- 5.1.4 When in the best interest of the State, the Procurement Officer may permit Qualified Offerors to revise their initial Proposals and submit, in writing, Best and Final Offers (BAFOs). The State may make an award without issuing a request for BAFO. Only Offerors being classified as reasonably susceptible of being selected for award will be permitted to revise their initial Proposal in BAFOs.

5.2 Award Determination

Upon completion of the Technical Proposal and Financial Proposal evaluations and rankings, each Offeror will receive an overall ranking. The Procurement Officer will recommend award of the Contract to the responsible Offeror that submitted the Proposal determined to be the most advantageous to the State. In making this most advantageous Proposal determination, financial factors will receive greater weight than technical factors. After obtaining the approval of this recommendation by the agency head or designee, the Maryland Board of Public Works, and all other required approvals and certification of funds by the appropriate fiscal authority, the procurement agency shall award the lease.

Information may be found on eMMA by clicking the link below:

[Website](#)

STATE OF MARYLAND
R.F.P. LA-09-26
AMENDED GENERAL PERFORMANCE STANDARDS AND SPECIFICATIONS FOR
STATE OF MARYLAND LEASE FACILITIES AS OF 07/2024

The following special specifications must be complied with/provided. Whenever these special specifications conflict with The Department of General Services Office of Real Estate *General Performance Standards and Specifications for State of Maryland Leased Facilities as of 07/2024* (available electronically at <https://dgs.maryland.gov/Pages/RealEstate/index.aspx>), these special specifications shall prevail:

1. LED lighting shall be required throughout the demised premises which will meet all other specifications as contained within the V. Section E. Electrical System Criteria & Components, B. Lighting as contained within *General Performance Standards and Specifications for State of Maryland Leased Facilities as of 07/2024*.
2. Carpeted areas will require carpet tiles which will meet all other specifications as described in VI. Section F. Interior Construction & Finishes, C. Floor Coverings, 2. Carpet Tiles as contained within *General Performance Standards and Specifications for State of Maryland Leased Facilities as of 07/2024*.
3. Space offered for lease to the State must contain the required net square footage (plus or minus 5%) as required by the solicitation. Upon delivery, the actual number of net useable square feet of space delivered will be determined by mutual field measurement. In no event shall the State pay a greater annual rent than the amount submitted by the Offeror on DGS Form 680-2, "Offer to Lease Space." However, the State shall be entitled to a credit/rental reduction if by mutual field measurement the amount of net usable square footage is less than the amount submitted on the DGS Form 680-2.
4. All restroom fixtures (including hand soap and paper towel dispensers) on floors proposed to be occupied by the State will be required to be touchless and sensor operated which will meet all other specifications as described in IV. Section D. Mechanical & Plumbing Systems Criteria, B. Plumbing/Utilities, 3. Restroom Fixtures
5. All doors to lunchrooms/kitchenettes, focus rooms, interview rooms, and huddle rooms will be required to have a full glass pane installed to allow for access to natural light which will meet all other specifications as contained within the VI. Section F. Interior Construction and Finishes, G. Interior Doors as contained within *General Performance Standards and Specifications for State of Maryland Leased Facilities as of 07/2024*.
6. Offeror shall provide office doors with clear tempered glass lights. Interior office partitions shall include a glass side light adjacent to office doors that are 12-18" wide and which extend from the floor to the top of the door frame (7'-0"). The sidelight frame shall be the same frame material as the door frames. Sidelights shall meet the same partition rating and STC rating as the office partitions in which they are installed. Glazing shall be 1/4" clear fully tempered glass.
7. Luxury Vinyl Tile (LVT) shall be required in lieu of Vinyl Composition Tile (VCT) throughout the demised premises and must meet the below LVT Specifications. These specifications supersede the specifications within VI. Section F. Interior Construction Finishes, Section C. Floor Coverings, 3a. Vinyl Composition Tile (VCT) as contained within the *Standards and Specifications for State of Maryland Leased Facilities as of*

07/2024. Any reference to VCT throughout the Specifications and Standards shall be replaced with LVT.

8. Drinking Fountains/Water Bottle Filling Stations shall be required throughout the demised premises and must meet the below Bottle Filling Station Specifications. These specifications supersede the specifications within IV. Section D. Mechanical & Plumbing Systems Criteria, Section B. Plumbing/Utilities, 2. Drinking Fountains as contained within the *Standards and Specifications for State of Maryland Leased Facilities as of 07/2024*.
9. Solid surface countertop will be required in all wellness/lactation rooms and break/lunchrooms.

BOTTLE FILLING STATION PRODUCT SPECIFICATION SHEET

Sanitary, touchless activated electric water cooler & bottle filling station.

Minimum drinking water delivery of 8 GPH drinking water (refrigerated) w/ quick fill rate

Easy touch controls, menu, and push bar activation

LED light will illumination and filter monitor

Must be certified to NSF/ANSI 42 & 53, with visual filter monitor to indicate when replacement is necessary (2500 gallons or more).

New filter detection with reset.

Automatic refrigeration control with hermetically sealed, reciprocating type, single phase, and self- lubricating

Display menu with temperature control and sensor

Stainless steel w/anti-microbial protection w/ drain system; combination self-cleaning cooling unit

Cooling unit should have continuous copper tubing, stainless steel tank (fully insulated

Unit shall meet ADA guidelines.

STANDARD FEATURES

- Filtration System must be certified to NSF/ANSI 42 & 53 (Lead, Class 1 Particulate, Chlorine, Taste & Odor) and Unit must be UL399 and FCC compliant• Unit shall be a lead-free design which is certified to NSF/ANSI 61 and 372 and meets Federal and State low-lead requirements.
- Fan cooled condenser with copper tube & aluminum fins. • Meets UL requirements for self-extinguishing material.

Luxury Vinyl Tile (LVT): LVT shall meet:

1. ASTM F1700 Standard Specification for Solid Vinyl Floor
2. Classification: ASTM F1700, Class III, Type B
3. Gauge Total Thickness: 0.2 in. (5 mm), ASTM F386
4. Wear-Layer Thickness: 20 mil (0.50 mm)
5. Surface Treatment: UV Cured Polyurethane
6. Static Load: < 0.005 in. (250 psi), ASTM F970

7. Dimensional Stability: < 0.20 in/l in ft, ASTM F2199
8. Flexibility: ASTM F137, 1" Mandrel, No Cracks or Breaks
9. Slip Resistance: ASTM D2047 ADA Compliant
10. Resistance to Chemicals: Slight change maximum, ASTM F925.
11. Resistance to Light: $\Delta E < 8$, ASTM F1515
12. Resistance to Heat: $\Delta E < 8$, ASTM F1514
13. Fire Rating: > 0.45 W/cm², Class I, ASTM E648
14. Impact Insulation Class (IIC): > 50 , ASTM E492
15. Indoor Air Quality: Must be FloorScore® Certified
16. Product EPD: Description; no minimum recyclable content
17. Warranty: 15 years limited

**STATE OF MARYLAND
R.F.P. LA-09-26
GENERAL INFORMATION**

The Department of General Services Office of Real Estate *General Performance Standards and Specifications for State of Maryland Leased Facilities* are only available electronically at www.dgs.maryland.gov/Pages/RealEstate/index.aspx

PLEASE BE ADVISED THAT ELECTRONIC PROPOSALS SHALL NOT BE ACCEPTED. ONLY HARD COPY SEALED PROPOSALS: (1) DELIVERED IN AN ENVELOPE ADDRESSED TO: JOELLYN LUCERO, PROCUREMENT OFFICER, STATE OF MARYLAND, DEPARTMENT OF GENERAL SERVICES, OFFICE OF REAL ESTATE, 300 WEST PRESTON STREET, ROOM 601, BALTIMORE MARYLAND 21201, (2) MARKED RESPONSE TO RFP-LA-09-26 CLEARLY ON THE ENVELOPE AND (3) DELIVERED WITHIN THE PERMITTED TIME PERIOD SHALL BE ACCEPTED.

PROPOSERS MUST REQUEST COPIES OF THE REQUIRED PROPOSAL DOCUMENTS ALLOWING SUFFICIENT TIME TO RESPOND BY THE CLOSING DATE BY CONTACTING JOELLYN LUCERO at dgs.re-bidsproposals@maryland.gov WITH THE SUBJECT LINE “RFP-LA-09-26 RFP DOCUMENTS REQUEST”. EACH SUBMISSION MUST REQUEST THEIR OWN RFP DOCUMENTS AND IDENTIFY THE BUILDING(S) THEY INTEND TO SUBMIT.

ALL PROPOSALS MUST BE DELIVERED TO THE OFFICE OF REAL ESTATE AT 300 WEST PRESTON STREET, ROOM 601, BALTIMORE, MARYAND 21201.

PROPOSALS NOT SUBMITTED ON TIME, ON THE PROPER FORMS OR IN THE PROPER ENVELOPE FORMAT WILL BE DETERMINED TO BE NON-RESPONSIVE AND WILL NOT BE CONSIDERED. Proposals must be received on Thursday, March 19, 2026 by 3:30 PM EST.

Information on pending Request for Proposals (RFP) for leased space may be found on the DGS web page @ www.dgs.maryland.gov/Pages/RealEstate/index.aspx

REGULATORY NOTICES:

Public Information Act. Offerors should give specific attention to the identification of those portions of their proposals that they deem to be confidential, proprietary information or trade secrets and provide any justification why such materials, upon request, should not be disclosed by the State under the Access to Public Records Act, General Provisions Article, Title 4, of the Annotated Code of Maryland [COMAR 21.05.08.01]

If the proposal is for a contract that is reasonably expected to exceed \$50,000.00 or if this procurement requires bid security under an applicable Federal law or a condition of Federal assistance, the Procurement Officer may require bid security in some form determined by DGS or Federal law, as the case may be. Offerors are encouraged to inquire whether such bid security is required for this solicitation if such notice is not given by DGS. [COMAR 21.05.08.02]

Minority business enterprises are encouraged to respond to this solicitation. [COMAR 21.05.08.03]

By submitting a response to this solicitation, an offeror shall be deemed to represent that it is not in arrears in the payment of any obligation due and owing the State of Maryland, including the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of the lease if selected for contract award. [COMAR 21.05.08.06]

Please review, complete and sign the accompanying Proposal Affidavit and the Conflict-of-Interest Affidavit and Disclosure and be sure to include them with your proposal. Note that both affidavits provide that you are signing each affidavit under affirmation based upon the best of your knowledge, information and belief. Failure to include the affidavits will result in your proposal being rejected as non-responsive.

How did you hear about us? (Check all that apply)

- ☐ eMMA
- ☐ DGS Office of Real Estate website
- ☐ Newspaper/Online Newspaper

EV Charging Station Specifications for Leases

I. Equipment Requirements

A. Charging Station Requirements by Type

1. Charging stations must be Level-2 OR Level-3.
2. Charging stations must meet the relevant criteria based on charging station type:
 - a. Level-2 Charging Port shall provide a minimum of 7.2KW Power.
 - b. Level-3 (DC Fast Charging) Single Unit shall provide a minimum of 50KW Power.
3. Level-2 chargers must be ENERGY STAR certified, using the most recent version of the ENERGY STAR certification system in effect at the time of purchase.
4. Level-3 chargers are strongly encouraged to be ENERGY STAR certified, using the most recent version of the ENERGY STAR certification system in effect at the time of purchase.

B. Other Requirements

1. Electric Vehicle Supply Equipment (EVSE) shall be certified by a nationally recognized testing laboratory (NRTL) and UL listed and labeled as required by codes.
Visit the Occupational Safety & Health Administration website (<https://www.osha.gov/nationally-recognized-testing-laboratory-program>) for a list of NRTLs.
2. EVSE shall be factory assembled; no field assembly required.
3. EVSE enclosures shall be made of non-corrosive materials, NEMA 3R rated protection.
4. EVSE mounting type may be Wall, Pedestal, or Pole mount and may be indoor or outdoor. For both indoor and outdoor locations, NEMA 3R protection shall be a minimum requirement.
5. LED Lights: High visibility multi color, for indication of EVSE status with minimum 5 LEDs.
6. LCD Messaging Screen, backlit, with 4 lines-16 characters per line to communicate charging instructions to EV drivers.
7. Charging ports shall comply with SAE J1772 regulation for EV and plug-in hybrid vehicles and CHAdeMo and CCS Type 1 in DC fast charging; it will also be able to charge any new EV.
8. Standard Cable Management: Standard cable management is a looped 20'-25' cable on a stainless-steel rack. When the charging session is complete, the EV driver returns the plug to the head unit and manually loops the cable on the rack.
 - a. Optional Cable Management System: When Charging Session is complete, the EV driver returns the plug to the head unit and the cable automatically retracts to an organized loop.
9. RFID compatible – Smart Card Authentication: For open or restricted access

control, for billing and payment for EV drivers.

10. Charging access shall also be accessible through an additional method such as smart phone or tablet app, QR code scan and credit card entry, or credit card payment by phone.

11. Energy measurement metering system-revenue grade included, with 1-5% accuracy at 15-minute interval.

12. Safety Features: overcurrent, overvoltage, undervoltage, ground fault including DC residual current protection, integrated surge protection (6KV at 3000A).

13. Operating Temperature: ambient range from (- 22-degrees F to +122-degrees F).

14. Operating relative Humidity: Maximum 95 % Non-condensing.

15. Must be EMC Compliant: FCC Part 1 Class A.

16. Networking: Wide Area Network – 5G / 4G LTE. Network Communication Protocol – TCP/IP. Network Security: HTTPS, 128-bit AES Encryption. Smart Card Reader – ISO 15693.

17. Provide the Tenant with web-based station management software, capable of configuring EVSEs for access policies and pricing, generating operational reports, including transaction, energy usage, total sessions and drivers, cost, revenue, and sustainability reports.

18. Non-Account Based Access Methods for First Time Users (Charging Stations listed on Network for Public Charging): There must be a method for first time EV users to start and pay for charging using one or more of the following methods: credit cards, smartphone app, website, etc. as applicable and as directed by the Procuring Agency's policy.

APPROVED EQUIPMENT MANUFACTURERS

1. Level 2 EVSE must be certified by EPA ENERGY STAR. Approved products list can be accessed at:

<https://www.energystar.gov/productfinder/product/certified-evse/>.

2. Approved Manufacturers include, but are not limited to:

- a. ChargePoint (USA);
- b. BTC Power (USA);
- c. SemaConnect Inc. (USA)

II. CONSTRUCTION & INSTALLATION REQUIREMENTS

1. Pedestal mounted / Pole mounted EVSE shall be mounted on concrete pads, with wiring entering through the concrete pad underground.
2. The Landlord shall ensure the installation meets ADA requirements.
3. Installation of EVSE shall be weatherproof, and watertight as required per site conditions.
4. The Landlord shall provide all electrical work necessary to power EVSE, along with wiring from source power panel up to EVSE, using all required materials like conduits, cable/wires, junction box/pull box, transformer, accessories etc. as required by the project, safely and in accordance with all applicable local and state/federal codes, standards, and industry accepted best practices.

5. If the Charging Station Power is to be provided by new electric service, the Landlord shall be responsible for all procedures to get new utility service up to the final power connection. Coordinate with the Utility Company and Tenant Agency to get new service. All service connection charges to be paid to the utility company shall be paid by the Tenant Agency. All other expenses including supply of labor and materials shall be paid by the Landlord.
6. All Charging Stations shall have dedicated power circuits from the power source. No other load shall be connected on these circuits. If the Power source Panelboard is not on site, away from the Charging Station, provide a fuse disconnect switch/enclosed circuit breaker per dedicated circuit as required.
7. Wiring in conduits shall be underground for all outdoor EVSE locations per the National Electrical Code (NEC). Wall mount wiring shall be for wall mounted EVSEs as per applicable codes, and the NEC. Provide weather treated wooden board (3/4" thick) as base for wall mounting, size as required.
8. The Landlord shall make all trench/digging work for all underground wiring as required. After completion, the Landlord shall refill all trenches safely, and in accordance with all applicable codes, standards, and industry accepted best practices.
9. It shall be the Landlord's responsibility to verify the location of all existing utilities.
10. Protection bollards (concrete filled) shall be provided in front of EVSE for protection from vehicles.
11. The Landlord shall provide all signage systems for EVSEs as required by the Procuring Agency and as per applicable codes.
12. The Landlord shall configure the EVSEs per Tenant Agency/using agency requirements.
13. The Landlord shall perform testing and monitoring of EVSEs for full operational performance with the manufacturer's trained engineer/technician as part of commissioning.
14. The Landlord shall clean EVSEs promptly after installation in accordance with manufacturer's instructions.

IV. Signage and Pavement Markings

1. Landlord shall stencil each EVSE-designated parking space for a total of (1) space per charging port as per the following, unless otherwise specified:
 - a. Stencil a green colored 42-inch square box at the center of the entrance of the parking space with EV graphic (See example below.)
 - b. Stencil "ELECTRIC" in 6-8-inch tall white letters at the top of the box.
 - c. Below "ELECTRIC", stencil "VEHICLE" in 6-8 inch tall white letters.
 - d. Below "VEHICLE", stencil "CHARGING" in 6-8-inch tall white letters.



Pavement marking and signage examples

2. The Landlord shall provide signage for each EVSE-designated parking space for a total of (1) space per charging port.
3. A sign designating an EV charging space shall:
 - a. Be at least 18” inches high and 12” inches wide.
 - b. Be clearly visible to the vehicle driver entering the Plug-in EV charging space.
 - c. Meet all applicable State and federal requirements for parking signs as applicable.
4. For **reserved fleet parking**, enhanced signage shall be required to identify spaces reserved for authorized vehicles only.



Enhanced signage example

V. ADDITIONAL REQUIREMENTS

Network

- Networked charging stations must use one of the following networks:
 - Greenlots SKY
 - ChargePoint
 - Sema Connect

Data Access

- Must provide access to data portal so that DGS and tenant Agency users may view charging station real-time availability and status, usage (including energy usage, number and length of charging sessions, number of unique drivers), and costs.

RFID Cards

- Must provide a minimum of 5 RFID cards per charging station for state fleet vehicles to use to initiate charging at the charging stations. RFID card account set up shall be completed by the tenants.

Availability

- Chargers must offer a reliable way for State fleet vehicles to charge. Chargers must be online and functional for a minimum of 95% of the time (95% uptime required).

Maintenance & Repairs

- The Landlord must respond to any work orders or reported issues with charging stations within 48 hours and work to resolve them expeditiously.
- The Landlord must ensure any available software updates are applied when the manufacturer releases new software.
- The Landlord shall keep the EVSE clean by cleaning it regularly.
- The Landlord will display a contact phone number on the charging station for driver support and maintenance requests.

Water Testing Parameters for Leases

Landlords must conduct water quality testing to ensure compliance with safe drinking water and cooling tower standards.

Water Quality Testing shall be performed by a professional environmental testing entity (certified for water quality) and shall test for the following parameters:

Drinking Water:

- Microbial contaminants: Legionella, total coliform, and E.coli with maximum contaminant levels (MCLs)
- Chemical levels: lead, copper, nitrate, chloride, and fluoride
- Physical characteristics: pH level, conductivity, alkalinity

Cooling Tower Water:

- Microbial contaminants: Legionella and maximum contaminant levels (MCLs)
- Chemical levels: polyphosphates
- Physical characteristics: pH level, conductivity, alkalinity, and hardness

Test reports shall be emailed on a quarterly basis within 10 business days of the test to DGS.LeaseCompliance@maryland.gov

Additionally, cooling towers must have a professional water treatment service in place to ensure water is treated regularly and adequately maintained. Testing and treatment must comply with industry standards and best practices to prevent contamination and ensure optimal performance.

Proof of cooling tower water treatment services, including a contract or purchase order (PO), must be provided during a DGS Lease Compliance Annual Inspection. A copy of the service agreement and a logbook of the treatment services shall remain on site in the landlord's property management office or with the agency's administrative office on site.

The DGS Lease Compliance team shall also receive a copy of the cooling towers' quarterly water testing results.

Please provide compliance documentation, including quarterly drinking water and cooling tower laboratory testing reports, to DGS.leasecompliance@maryland.gov.

SPACE AND PERSONNEL: Present and Projected Requirements																		
POSITION TITLE	GRADE	CURRENT NUMBER OF POSITIONS				NUMBER OF OFFICES REQUIRED			REQ'D SQ. FEET	DGS use only	5 YEAR PROJECTION (new positions, beyond current level)				Position TW Eligible	% TW	Shared with Position	
		FULL TIME	PART TIME OR FIELD	VACANT	TOTAL	SHARED OFFICE	PRIVATE OFFICE	OPEN AREA			FULL TIME	PART TIME OR FIELD	TOTAL EMP.	TOTAL SQUARE FEET				
Correctional Ombudsman	25	1		-	1	-	1	-	150		-	-	-	-				
Deputy Ombudsman for Co	24	1	-		1	-	1	-	150		-	-	-	-				
Deputy Ombudsman for Ju	24	1	-		1	-	1	-	150		-	-	-	-				
Senior Assistant Jvenile On	21	1	-	-	1	-	1	-	110		-	-	-	-				
Assist Ombudsman for Juve	19	2	-		2	-	5	-	330		3	-	3	330				
Assist Ombudsman for Cor	19		-	3	3	-	7	-	330		4	-	4	440				
Executive Administrator	16	1	-		1	-	1	-	110			-	-	-				
Strategic Data and Technol	22	1	-		1	-	1	-	110		-	-	-	-				
Intake Specilist	12	1	-		1	-	2	-	110		1	-	1	110				
Policy Analyst	24	-		-	-		1		110		1		1	110				
Assistant Attorney General	24	1	-		1	-	1	-	250		-	-	-	-				
Research Specialist	18	-		2	2	-	2	-	220			-	-	-				
Trainer	19										1			110				
Assistant Medical Ombuds	21										1			110				
TOTAL THIS PAGE			10	-	5	15	-	26	-	2,130		11	-	11	1,210			
TOTAL OTHER PAGES			-	-	-	-	-	-	-	-		-	-	-	-			
A. TOTAL OFFICE SPACE:			10	-	5	15	-	26	-	2,130		11	-	11	1,210			
SPECIAL PURPOSE SPACE						# of Staff/Items		Square Feet			Number of Items		Square Feet					
Conference room (full staff (28) plus 12 board members - seating for 40 - 20sf per person)						-		800			-		-					
Interview Room (1 Staff work and 2 clients)						-		80			-		-					
Training Room (seating for 30 people @ 30 sq ft per person)						-		900			-		-					
Lunch Room/Kitchen						-		100			-		-					
Reception Waiting Area						-		75			-		-					
Fax/Copy Mail Room						-		80			-		-					
Telephone server room						-		75			-		-					
Rest room (1 ADA compliant within the Suite for staff)						-		50			-		-					
File Cabinet room						-		35			-		-					
Wellness Room						-		240			-		-					
Lactation Room						-		80			-		-					
Fleet vehicles - Gas						3					4							
Fleet vehicles - Electric						-		-			-		-					
						b. Total Special Purpose		2,515			Grand Totals		2,515					
						Sub-Total (a and b):		4,645			Total Space		5,855					
						Circulation: 25%		1,161			Needs In 5		1,464					
						TOTAL SQUARE FEET:		5,806			Years:		7,319					

Revised July 2013

**DEPARTMENT OF GENERAL SERVICES
FINANCIAL PROPOSAL
OFFER TO LEASE SPACE TO THE STATE OF MARYLAND**

Proposal LA-	Date Submitted	Name of Offeror
---------------------	-----------------------	------------------------

TERMS OF OFFER

A. Net Usable Square feet Offered

Location of Offered Space

Office _____
Storage _____
Other _____

Floor Level: _____
Contiguous _____

B. Rental Rate / Annum (Do not include parking)

Initial term

Office	\$ _____	per net usable square foot	\$ _____
Storage	\$ _____	per net usable square foot	\$ _____
Other	\$ _____	per net usable square foot	\$ _____

Additional Terms: _____

First Option Term

Office	\$ _____	per net usable square foot	\$ _____
Storage	\$ _____	per net usable square foot	\$ _____
Other	\$ _____	per net usable square foot	\$ _____

Additional Terms: _____

C. Services included in rate (Lessor must provided building services not listed below)

	Yes	No	Type
Heat Fuel			_____
A/C Fuel			_____
Electric			_____
Separate Elec			_____
Interior Clean			_____
Turnkey Build-out			_____

D. Pass thru over base years for services provided by Lessor:

	Yes	No
Real Estate Tax		
Interior Cleaning		
Utilities (not metered separately)		

E. Utility Cost (please provide supporting documentation)

Actual Utility Cost for the Past 24 Month \$ _____ per Square Foot
Actual Cost Not Available - Utility Provider Estimate \$ _____ per Square Foot

Utility Company Providing the Estimate: _____

F. Parking (Free) No of Spaces Required by Zoning

Additional Spaces Offered

G.	<u>Unit Cost of Additional Tenant Fit Up</u>	
	Finished Partitioning per linear foot	\$45.00
	Finished Sound Insulated Partitions per linear foot	\$4.00
	Finished Solid Core Stain Grade Door & Metal Frame	\$550.00
	Quad Electrical Outlet	\$125.00
	Dedicated Quad Electrical Outlet	\$130.00
	Duplex Electrical Outlet	\$50.00
	Dedicated Duplex Electrical Outlet	\$275.00
	220 Volt, 30 Amp Electrical Outlet	\$325.00
	Telephone/Data Outlet Ring and String	\$25.00
	Carpet Broadloom 28 oz Nylon - per sq yard installed	\$2.00
	Carpet Squares Cost per sq. ft. installed	\$3.50
	VCT Floor Tile Cost per square foot	\$1.50
	Raised Flooring, if requested	\$18.00
	J-Box	\$350.00

VALIDATION

- A. Offeror understands and acknowledged that validation documentation will be required to verify compliance with the Department of General Services General Performance Standards and Lease Specifications dated July 2013.

_____ (Offeror's Initials)

- B. This proposal is binding for a minimum of 90 days following the due date and 60 days from Best and Final submissions.

Offeror	
Owner	
Agent	
Trustee	
Executor	
Other	

Specify: _____

Offeror Operaties as:

Individual	
LLC	
Partnership	
Corporation	

State of Incorporation: _____

List officers or partner/members:

Offeror's Name: _____
Address _____
Phone _____
Fax _____
Email _____
EIN _____

Signature of Offeror: _____

Owner operates as:

Individual	
LLC	
Partnership	
Corporation	

State of Incorporation _____

List Officers or partners/members:

Owner's Name _____

Address _____

Phone _____

Fax _____

Email _____

EIN _____

Signature of Owner _____

By execution of this Offer to Lease Space to the State of Maryland, the Offeror
certified that it has the authority to execute this Offer and to bind the property being offered for 90 days.

Offeror

Date

DEPARTMENT OF GENERAL SERVICES
TECHNICAL PROPOSAL
OFFER TO LEASE SPACE TO THE STATE OF MARYLAND

Proposal LA-	Date Submitted	Name of Offeror
---------------------	-----------------------	------------------------

BUILDING AND SITE DATA

A. Building Data

Building Name	_____
Building Location	_____
Deed Liber and Folio	_____
Legislative District	_____
Type of Construction	_____
Total # of Floors	_____
Typical Floor Size	_____
Total Sqft of Building	_____
Building Age	_____
Floor Load	_____
Prest Zoning	_____
Acquisition Date	_____
Appraised Value	_____
Date of Appraisal	_____

B. Site Data

Site Size	_____
Size of paved area on site	_____
Available Parking	_____
Zoning Ration for Parking	_____
Public Transportation/Types	_____
Public Utilities? If No, Explain	_____

C. Tax Credits

Is the building currently receiving any type of tax credits? If yes, explain

D. Net Usable Square feet Offered

Location of Offered Space

Office_____	Floor Level:_____
Storage_____	Contiguous_____
Other_____	

E. HVAC

Make	_____
Age	_____
Model No.	_____
Serial No.	_____

Size

Type

F. Delivery Date of Complete Space

_____ days from approved space plans

G. Alternate Proposals

Innovative proposals are welcome which further enhances the Green and Energy Conservation goals of the State. Additional points may be assigned for said innovations. Alternative proposals must be submitted on a separate page.

VALIDATION

- A. Offeror understands and acknowledged that validation documentation will be required to verify compliance with the Department of General Services General Performance Standards and Lease Specifications dated July 2013.

_____ (Offeror's Initials)

- B. This proposal is binding for a minimum of 90 days following the due date and 60 days from Best and Final submissions.

Offeror
Owner
Agent
Trustee
Executor
Other

Specify: _____

Offeror Operates as:

Individual
LLC
Partnership
Corporation

State of Incorporation: _____

List officers or partner/members:

Offeror's Name: _____

Address _____

Phone _____

Fax _____

Email _____

EIN _____

Signature of Offeror: _____

Owner operates as:

Individual

--

LLC

Partnership

Corporation

State of Incorporation

List Officers or partners/members:

Owner's Name

Address

Phone

Fax

Email

EIN

Signature of Owner

By execution of this Offer to Lease Space to the State of Maryland, the Offeror
certified that it has the authority to execute this Offer and to bind the property being offered for 90 days.

Offeror

Date

Lease Space Environmental and Energy Efficiency Attributes

The purpose of this document is for use by a tenant to evaluate the Environmental and Energy Efficient attributes in a leased facility space. Information provided by property management will be used by the tenant's leasing team as part of the lease decision process

Instructions:

1. If the facility is LEED Certified, please complete the information below.

- LEED Rating System Certified / New Construction, Existing Buildings, Core & Shell, etc. _____

- Date Certification (Month/Year) _____

- Please attach a copy of Certification with Itemized Credits obtained

a. Complete Tier I Checklist

b. Complete Tier II Checklist

2. If the facility is not LEED Certified, please complete the Tier I and Tier II Checklist attached.

TIER I CHECKLIST

Required "Environmental and Energy Efficiency" Attributes

Property Name/Location:

Date Checklist Completed

	YES	NO	COMMENTS:
Sustainable Site			
Mass transit use and alternative commuting are encouraged and facilitated. (Must have at least on):			
Bike facilities (rack, lockers, showers for bikers)			
Carpool parking space designated			
Proximity to mass transit hub (shuttle service, walking, bus shelters, etc.)			
Preventive maintenance practices are implemented for cafeteria grease traps and/or storm water oil/water separators			
Water Efficiency			
Low flow fixtures are used on all restroom sinks, urinals and toilets. (reference Note A)			
Motion sensors faucets are used in all restrooms			
Low water use irrigation system with timer and rain sensing controls (as applicable)			
Energy & Atmosphere			
Space is metered separately for each tenant			
Separate controls (e.g. lighting, HVAC) are provided for each tenant to make adjustments as needed			
Energy efficient lighting and controls is used in the facility (etc. T3 or T5 2 lamp fixtures with premium electronic ballasts)			
Building recommissioning or continuous commissioning plan is documented and implemented. Suggested recommissioning plan is a comprehensive review every 3 years and annual inspections of equipment and systems.			
Materials & Resources			
Active visible and easily accessible recycling programs are provided and managed (Must have 5)			
- Office paper			
- Cardboard			
- metals (aluminum, tin, etc)			
- glass			
- plastic			
- Toner cartridges			
- Batteries office use (AA,AAA,C,D,N-Cd etc)			
- Fluorescent light bulbs			

Note A: Low flow faucets must meet or exceed the Energy Policy Act of 1992 or your local state plumbing code whichever is more stringent.

TIER II CHECKLIST
"Environmental and Energy Efficiency" Attributes

Property Name/Location:	Date Checklist Completed		
	YES	NO	COMMENTS:
Sustainable Site			
Electric vehicle charging station on site or within 1/4 mile of the building			
Parking minimizes heat island effect (underground parking, tree covered, etc)			
Storm water retained onsite			
Used for irrigation purposes or cooling tower makeup			
Building has a "green" roof - one covered with vegetation or covered with light-reflective material			
Mowed area are minimal			
Drip irrigation for landscaping is utilized			
Irrigation and cooling water tower is metered separately from indoor use			
Exterior lighting is minimized to meet required safety standards			
Exterior lighting 50W or greater is shielded to avoid emitting light directly into the night sky			
Environmentally preferable de-icing chemicals are used for snow ice removal if applicable.			
Water Efficiency			
Native drought tolerant landscaping that requires little irrigation is used for the site.			
If water is needed grey water is used for cleaning dock areas, sidewalks, etc.			
Grey water is used in the cooking towers			
Grey water is used for landscaping			
Hot water recirculation instantaneous heaters are used in the restrooms			
Dry cleaning practices are used for dock areas, sidewalks, etc.			
Low flow fixtures in other common building areas such as cafeterias			
Other			
Energy & Atmosphere			
Building is certified as an Energy Star Building under the US EPA Energy Star Program 75th percent or higher			
Building utilizes alternative energy sources solar wind etc Specify source and % of energy used			
Building management system manages and monitors controls energy use and demand			
HVAC Systems capability of water side economization			
Building glass treatment windows shades or landscapes shading to minimize sunload (i.e. solar reflectance value of 0.70 and thermal emittance of .075 per LEED			
Building uses geothermal cooling and/or solar hot water heating system			
Fans and pumps are connected to variable frequency drives to minimize energy consumption and maximize life cycle			
All electric motors used in HVAC system are NEMA rate high efficiency.			
Building insulation exceeds municipal codes			
Occupancy sensors are utilized for all public areas (conference rooms, restrooms, copy/print rooms)			
LED lighting is used for all exit signs in the leased space			
Building utilized Energy Star rated HVAC equipment			
Other			
Materials & Resources			
Construction and demolition waste is recycled			
Landscaping waste is composed on or off site			
Cafeteria waste is composted on or off site			
Furniture and fixtures are reused internally when renovating; unless they are donated or recycled			
Environmentally preferable cleaning chemicals are used (eg chemicals certified by (Green Seal)			
Products made with recycled content are utilized			
- Paper towels			
- Napkins			
Biodegradable utensils, plates, and/or biodegradable food containers are used in the cafeteria in lieu styrofoam or plastic			
In common areas and tenant improvements performed by landlord, check those that apply			
- Recycled materials are used			
- Non-arsenic impregnated woods used			
- Rapidly renewable wood used			
- Only native species of wood used no endanger species			
Only biodegradable, non hazardous water treatment chemicals are used			
Building glass is treated for UV protection to minimize premature fading of furniture, fabrics and carpeting			
Other			
Indoor Environment			
MIRV 13 or higher rated air filters are used			
CO Sensors are in place and accordingly tested and calibrated			
Ventilation greater than 30% of ASHRAE minimum standard is provided.			
A plan to manage indoor air quality issues			
No smoking allowed inside the building or within 25 feet of the building entrances			
Other			

Attachment C. Bid/Proposal Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION REGARDING COMMERCIAL NONDISCRIMINATION

The undersigned Bidder/Offeror hereby certifies and agrees that the following information is correct: In preparing its Bid/proposal on this project, the Bidder/Offeror has considered all Bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in “discrimination” as defined in § 19-103 of the State Finance and Procurement Article of the Annotated Code of Maryland. “Discrimination” means any disadvantage, difference, distinction, or preference in the solicitation, selection, hiring, or commercial treatment of a vendor, subcontractor, or commercial customer on the basis of race, color, religion, ancestry, or national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual’s refusal to submit to a genetic test or make available the results of a genetic test, disability, or any otherwise unlawful use of characteristics regarding the vendors, suppliers, or commercial customers’ employees or owners. “Discrimination” also includes retaliating against any person or other entity for reporting any incident of “discrimination.” Without limiting any other provision of the solicitation on this project, it is understood that, if the certification is false, such false certification constitutes grounds for the State to reject the Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal. As part of its Bid/proposal, the Bidder/Offeror herewith submits a list of all instances within the past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Maryland that the Bidder/Offeror discriminated against subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that determination, including any remedial action taken. Bidder/Offeror agrees to comply in all respects with the State’s Commercial Nondiscrimination Policy as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland.

B-1. CERTIFICATION REGARDING MINORITY BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State Minority Business Enterprise Law, State Finance and Procurement Article, § 14-308(a)(2), Annotated Code of Maryland, which provides that, except as otherwise provided by law, a contractor may not identify a certified minority business enterprise in a Bid/proposal and:

- (1) Fail to request, receive, or otherwise obtain authorization from the certified minority business enterprise to identify the certified minority bid/proposal;
- (2) Fail to notify the certified minority business enterprise before execution of the contract of its inclusion in the Bid/proposal;
- (3) Fail to use the certified minority business enterprise in the performance of the contract; or
- (4) Pay the certified minority business enterprise solely for the use of its name in the Bid/proposal.

Without limiting any other provision of the solicitation on this project, it is understood that if the certification is false, such false certification constitutes grounds for the State to reject the

Bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the Bid/proposal.

B-2. CERTIFICATION REGARDING VETERAN-OWNED SMALL BUSINESS ENTERPRISES.

The undersigned Bidder/Offeror hereby certifies and agrees that it has fully complied with the State veteran-owned small business enterprise law, State Finance and Procurement Article, § 14-605, Annotated Code of Maryland, which provides that a person may not:

- (1) Knowingly and with intent to defraud, fraudulently obtain, attempt to obtain, or aid another person in fraudulently obtaining or attempting to obtain public money, procurement contracts, or funds expended under a procurement contract to which the person is not entitled under this title;
- (2) Knowingly and with intent to defraud, fraudulently represent participation of a veteran-owned small business enterprise in order to obtain or retain a Bid/proposal preference or a procurement contract;
- (3) Willfully and knowingly make or subscribe to any statement, declaration, or other document that is fraudulent or false as to any material matter, whether or not that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (4) Willfully and knowingly aid, assist in, procure, counsel, or advise the preparation or presentation of a declaration, statement, or other document that is fraudulent or false as to any material matter, regardless of whether that falsity or fraud is committed with the knowledge or consent of the person authorized or required to present the declaration, statement, or document;
- (5) Willfully and knowingly fail to file any declaration or notice with the unit that is required by COMAR 21.11.13; or
- (6) Establish, knowingly aid in the establishment of, or exercise control over a business found to have violated a provision of § B-2(1) -(5) of this regulation.

C. AFFIRMATION REGARDING BRIBERY CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business (as is defined in Section 16-101(b) of the State Finance and Procurement Article of the Annotated Code of Maryland), or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies has been convicted of, or has had probation before judgment imposed pursuant to Criminal Procedure Article, § 6-220, Annotated Code of Maryland, or has pleaded nolo contendere to a charge of, bribery, attempted bribery, or conspiracy to bribe in violation of Maryland law, or of the law of any other state or federal law, except as follows (indicate the reasons why the affirmation cannot be given and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of person(s) involved, and their current positions and responsibilities with the business):

D. AFFIRMATION REGARDING OTHER CONVICTIONS

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities including obtaining or performing contracts with public bodies, has:

- (1) Been convicted under state or federal statute of:
 - (a) A criminal offense incident to obtaining, attempting to obtain, or performing a public or private contract; or
 - (b) Fraud, embezzlement, theft, forgery, falsification or destruction of records or receiving stolen property;
- (2) Been convicted of any criminal violation of a state or federal antitrust statute;
- (3) Been convicted under the provisions of Title 18 of the United States Code for violation of the Racketeer Influenced and Corrupt Organization Act, 18 U.S.C. § 1961 et seq., or the Mail Fraud Act, 18 U.S.C. § 1341 et seq., for acts in connection with the submission of Bids/Proposals for a public or private contract;
- (4) Been convicted of a violation of the State Minority Business Enterprise Law, § 14-308 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (5) Been convicted of a violation of § 11-205.1 of the State Finance and Procurement Article of the Annotated Code of Maryland;
- (6) Been convicted of conspiracy to commit any act or omission that would constitute grounds for conviction or liability under any law or statute described in subsections (1)—(5) above;
- (7) Been found civilly liable under a state or federal antitrust statute for acts or omissions in connection with the submission of Bids/Proposals for a public or private contract;
- (8) Been found in a final adjudicated decision to have violated the Commercial Nondiscrimination Policy under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland with regard to a public or private contract;
- (9) Been convicted of a violation of one or more of the following provisions of the Internal Revenue Code:
 - (a) §7201, Attempt to Evade or Defeat Tax;
 - (b) §7203, Willful Failure to File Return, Supply Information, or Pay Tax,
 - (c) §7205, Fraudulent Withholding Exemption Certificate or Failure to Supply Information;
 - (d) §7206, Fraud and False Statements, or
 - (e) §7207 Fraudulent Returns, Statements, or Other Documents;
- (10) Been convicted of a violation of 18 U.S.C. §286 Conspiracy to Defraud the Government with Respect to Claims, 18 U.S.C. §287, False, Fictitious, or Fraudulent Claims, or 18 U.S.C. §371, Conspiracy to Defraud the United States;
- (11) Been convicted of a violation of the Tax-General Article, Title 13, Subtitle 7 or Subtitle 10, Annotated Code of Maryland;
- (12) Been found to have willfully or knowingly violated State Prevailing Wage Laws as provided in the State Finance and Procurement Article, Title 17, Subtitle 2, Annotated Code of Maryland, if:

- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (13) Been found to have willfully or knowingly violated State Living Wage Laws as provided in the State Finance and Procurement Article, Title 18, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review;
- (14) Been found to have willfully or knowingly violated the Labor and Employment Article, Title 3, Subtitles 3, 4, or 5, or Title 5, Annotated Code of Maryland, if:
- (a) A court:
 - (i) Made the finding; and
 - (ii) Decision became final; or
 - (b) The finding was:
 - (i) Made in a contested case under the Maryland Administrative Procedure act; and
 - (ii) Not overturned on judicial review; or
- (15) Admitted in writing or under oath, during the course of an official investigation or other proceedings, acts or omissions that would constitute grounds for conviction or liability under any law or statute described in §§ B and C and subsections D(1)—(14) above, except as follows (indicate reasons why the affirmations cannot be given, and list any conviction, plea, or imposition of probation before judgment with the date, court, official or administrative body, the sentence or disposition, the name(s) of the person(s) involved and their current positions and responsibilities with the business, and the status of any debarment):
-
-

E. AFFIRMATION REGARDING DEBARMENT

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, or any of its officers, directors, partners, controlling stockholders, or any of its employees directly involved in the business's contracting activities, including obtaining or performing contracts with public bodies, has ever been suspended or debarred (including being issued a limited denial of participation) by any public entity, except as follows (list each debarment or suspension providing the dates of the suspension or debarment, the name of the public entity and the status of the proceedings, the

name(s) of the person(s) involved and their current positions and responsibilities with the business, the grounds of the debarment or suspension, and the details of each person's involvement in any activity that formed the grounds of the debarment or suspension).

F. AFFIRMATION REGARDING DEBARMENT OF RELATED ENTITIES

I FURTHER AFFIRM THAT:

- (1) The business was not established and does not operate in a manner designed to evade the application of or defeat the purpose of debarment pursuant to Sections 16-101, et seq., of the State Finance and Procurement Article of the Annotated Code of Maryland; and
 - (2) The business is not a successor, assignee, subsidiary, or affiliate of a suspended or debarred business, except as follows (you must indicate the reasons why the affirmations cannot be given without qualification):
-
-

G. SUBCONTRACT AFFIRMATION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business, has knowingly entered into a contract with a public body under which a person debarred or suspended under Title 16 of the State Finance and Procurement Article of the Annotated Code of Maryland will provide, directly or indirectly, supplies, services, architectural services, construction related services, leases of real property, or construction.

H. AFFIRMATION REGARDING COLLUSION

I FURTHER AFFIRM THAT:

Neither I, nor to the best of my knowledge, information, and belief, the above business has:

- (1) Agreed, conspired, connived, or colluded to produce a deceptive show of competition in the compilation of the accompanying Bid/proposal that is being submitted; or
- (2) In any manner, directly or indirectly, entered into any agreement of any kind to fix the Bid/proposal price of the Bidder/Offeror or of any competitor, or otherwise taken any action in restraint of free competitive bidding in connection with the contract for which the accompanying Bid/proposal is submitted.

I. CERTIFICATION OF TAX PAYMENT

I FURTHER AFFIRM THAT:

Except as validly contested, the business has paid, or has arranged for payment of, all taxes due the State of Maryland and has filed all required returns and reports with the Comptroller of the Treasury, State Department of Assessments and Taxation, and Department of Labor, Licensing, and Regulation, as applicable, and will have paid all withholding taxes due the State of Maryland prior to final settlement.

J. CONTINGENT FEES

I FURTHER AFFIRM THAT:

The business has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency working for the business, to solicit or secure the Contract, and that the business has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee, bona fide agent, bona fide salesperson, or commercial selling agency, any fee or any other consideration contingent on the making of the Contract.

K. CERTIFICATION REGARDING INVESTMENTS IN IRAN

- (1) The undersigned certifies that, in accordance with State Finance and Procurement Article, §17-705, Annotated Code of Maryland:
 - (a) It is not identified on the list created by the Board of Public Works as a person engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland; and
 - (b) It is not engaging in investment activities in Iran as described in State Finance and Procurement Article, §17-702, Annotated Code of Maryland.
- (2) The undersigned is unable to make the above certification regarding its investment activities in Iran due to the following activities:

L. CONFLICT MINERALS ORIGINATED IN THE DEMOCRATIC REPUBLIC OF CONGO (FOR SUPPLIES AND SERVICES CONTRACTS)

I FURTHER AFFIRM THAT:

The business has complied with the provisions of State Finance and Procurement Article, §14-413, Annotated Code of Maryland governing proper disclosure of certain information regarding conflict minerals originating in the Democratic Republic of Congo or its neighboring countries as required by federal law.

M. PROHIBITING DISCRIMINATORY BOYCOTTS OF ISRAEL

I FURTHER AFFIRM THAT:

In preparing its bid/proposal on this project, the Bidder/Offeror has considered all bid/proposals submitted from qualified, potential subcontractors and suppliers, and has not, in the solicitation, selection, or commercial treatment of any subcontractor, vendor, or supplier, refused to transact or terminated business activities, or taken other actions intended to limit commercial relations, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel and its territories. The Bidder/Offeror also has not retaliated against any person or other entity for reporting such refusal, termination, or commercially limiting actions. Without limiting any other provision of the solicitation for bid/proposals for this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid/proposal submitted by the Bidder/Offeror on this project, and terminate any contract awarded based on the bid/proposal.

N. I FURTHER AFFIRM THAT:

Any claims of environmental attributes made relating to a product or service included in the bid or bid/proposal are consistent with the Federal Trade Commission's Guides for the Use of Environmental Marketing Claims as provided in 16 C.F.R. §260, that apply to claims about the environmental attributes of a product, package or service in connection with the marketing, offering for sale, or sale of such item or service.

O. ACKNOWLEDGEMENT

I ACKNOWLEDGE THAT this Affidavit is to be furnished to the Procurement Officer and may be distributed to units of: (1) the State of Maryland; (2) counties or other subdivisions of the State of Maryland; (3) other states; and (4) the federal government. I further acknowledge that this Affidavit is subject to applicable laws of the United States and the State of Maryland, both criminal and civil, and that nothing in this Affidavit or any contract resulting from the submission of this Bid/proposal shall be construed to supersede, amend, modify or waive, on behalf of the State of Maryland, or any unit of the State of Maryland having jurisdiction, the exercise of any statutory right or remedy conferred by the Constitution and the laws of Maryland with respect to any misrepresentation made or any violation of the obligations, terms and covenants undertaken by the above business with respect to (1) this Affidavit, (2) the contract, and (3) other Affidavits comprising part of the contract.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

By: _____

Signature of Authorized Representative and Affiant

Printed Name: _____

Printed Name of Authorized Representative and Affiant

Title: _____

Title

Date: _____

Date

Attachment N. Contract Affidavit

A. AUTHORITY

I hereby affirm that I, _____ (name of affiant) am the _____ (title) and duly authorized representative of _____ (name of business entity) and that I possess the legal authority to make this affidavit on behalf of the business for which I am acting.

B. CERTIFICATION OF REGISTRATION OR QUALIFICATION WITH THE STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

I FURTHER AFFIRM THAT:

The business named above is a (check applicable box):

- (1) Corporation - ☐ domestic or ☐ foreign;
- (2) Limited Liability Company - ☐ domestic or ☐ foreign;
- (3) Partnership - ☐ domestic or ☐ foreign;
- (4) Statutory Trust - ☐ domestic or ☐ foreign;
- (5) ☐ Sole Proprietorship.

and is registered or qualified as required under Maryland Law. I further affirm that the above business is in good standing both in Maryland and (IF APPLICABLE) in the jurisdiction where it is presently organized, and has filed all of its annual reports, together with filing fees, with the Maryland State Department of Assessments and Taxation. The name and address of its resident agent (IF APPLICABLE) filed with the State Department of Assessments and Taxation is:

Name and Department ID Number: _____

Address: _____

and that if it does business under a trade name, it has filed a certificate with the State Department of Assessments and Taxation that correctly identifies that true name and address of the principal or owner as:

Name and Department ID Number: _____

Address: _____

C. FINANCIAL DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, the provisions of State Finance and Procurement Article, §13-221, Annotated Code of Maryland, which require that every business that enters into contracts, leases, or other agreements with the State of Maryland or its agencies during a calendar year under which the business is to receive in the aggregate \$200,000 or more shall, within 30 days of the time when the aggregate value of the contracts, leases, or other agreements reaches \$200,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business.

D. POLITICAL CONTRIBUTION DISCLOSURE AFFIRMATION

I FURTHER AFFIRM THAT:

I am aware of, and the above business will comply with, Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract with a governmental entity in the amount of

\$200,000 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when a contract was awarded; and (b) if the contribution is made after the execution of a contract, then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31.

E. DRUG AND ALCOHOL FREE WORKPLACE

(Applicable to all contracts unless the contract is for a law enforcement agency and the agency head or the agency head's designee has determined that application of COMAR 21.11.08 and this certification would be inappropriate in connection with the law enforcement agency's undercover operations.)

I CERTIFY THAT:

- (1) Terms defined in COMAR 21.11.08 shall have the same meanings when used in this certification.
- (2) By submission of its Proposal, the business, if other than an individual, certifies and agrees that, with respect to its employees to be employed under a contract resulting from this solicitation, the business shall:
 - (a) Maintain a workplace free of drug and alcohol abuse during the term of the contract;
 - (b) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of drugs, and the abuse of drugs or alcohol is prohibited in the business' workplace and specifying the actions that will be taken against employees for violation of these prohibitions;
 - (c) Prohibit its employees from working under the influence of drugs or alcohol;
 - (d) Not hire or assign to work on the contract anyone who the business knows, or in the exercise of due diligence should know, currently abuses drugs or alcohol and is not actively engaged in a bona fide drug or alcohol abuse assistance or rehabilitation program;
 - (e) Promptly inform the appropriate law enforcement agency of every drug-related crime that occurs in its workplace if the business has observed the violation or otherwise has reliable information that a violation has occurred;
 - (f) Establish drug and alcohol abuse awareness programs to inform its employees about:
 - (i) The dangers of drug and alcohol abuse in the workplace;
 - (ii) The business's policy of maintaining a drug and alcohol free workplace;
 - (iii) Any available drug and alcohol counseling, rehabilitation, and employee assistance programs; and
 - (iv) The penalties that may be imposed upon employees who abuse drugs and alcohol in the workplace;
 - (g) Provide all employees engaged in the performance of the contract with a copy of the statement required by §E(2)(b), above;
 - (h) Notify its employees in the statement required by §E(2)(b), above, that as a condition of continued employment on the contract, the employee shall:
 - (i) Abide by the terms of the statement; and
 - (ii) Notify the employer of any criminal drug or alcohol abuse conviction for an offense occurring in the workplace not later than 5 days after a conviction;

- (i) Notify the procurement officer within 10 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction;
- (j) Within 30 days after receiving notice under §E(2)(h)(ii), above, or otherwise receiving actual notice of a conviction, impose either of the following sanctions or remedial measures on any employee who is convicted of a drug or alcohol abuse offense occurring in the workplace:
 - (i) Take appropriate personnel action against an employee, up to and including termination; or
 - (ii) Require an employee to satisfactorily participate in a bona fide drug or alcohol abuse assistance or rehabilitation program; and
- (k) Make a good faith effort to maintain a drug and alcohol free workplace through implementation of §E(2)(a)—(j), above.
- (3) If the business is an individual, the individual shall certify and agree as set forth in §E(4), below, that the individual shall not engage in the unlawful manufacture, distribution, dispensing, possession, or use of drugs or the abuse of drugs or alcohol in the performance of the contract.
- (4) I acknowledge and agree that:
 - (a) The award of the contract is conditional upon compliance with COMAR 21.11.08 and this certification;
 - (b) The violation of the provisions of COMAR 21.11.08 or this certification shall be cause to suspend payments under, or terminate the contract for default under COMAR 21.07.01.11 or 21.07.03.15, as applicable; and
 - (c) The violation of the provisions of COMAR 21.11.08 or this certification in connection with the contract may, in the exercise of the discretion of the Board of Public Works, result in suspension and debarment of the business under COMAR 21.08.03.

F. CERTAIN AFFIRMATIONS VALID

I FURTHER AFFIRM THAT:

To the best of my knowledge, information, and belief, each of the affirmations, certifications, or acknowledgements contained in that certain Bid/Proposal Affidavit dated _____, and executed by me for the purpose of obtaining the contract to which this Exhibit is attached remains true and correct in all respects as if made as of the date of this Contract Affidavit and as if fully set forth herein.

I DO SOLEMNLY DECLARE AND AFFIRM UNDER THE PENALTIES OF PERJURY THAT THE CONTENTS OF THIS AFFIDAVIT ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE, INFORMATION, AND BELIEF.

Date: _____

By: _____ (print name of Authorized Representative and Affiant)
 _____ (signature of Authorized Representative and Affiant)

OFFEROR AFFILIATION AND IDENTIFYING DATA

(DGS Form 680-4)

Each Offeror will furnish the following information by filling in the appropriate blocks:

- (1) Is the Offer owned or controlled by a parent company as described below?

☐ Yes

☐ No

For the purpose of this proposal, a parent company is defined as one which either owns or controls the activities and basic business policies of the Offeror. To own another company means the parent company must own at least a majority (more than 50%) of the voting rights in that company. To control another company, such ownership is not required; if another company is able to formulate, determine, or veto basic business policy decisions of the Offeror, such other company is considered the parent company of the Offeror. This control must be exercised through the use of the dominant minority voting rights, use of proxy voting, contractual arrangements or otherwise.

- (2) If the answer to (1) above is "Yes", Offeror will insert in the space below the name and principal office address of the parent company.

Name

Address

- (3) Offeror will insert in the space(s) below the Offeror's Federal Tax Identification Number (if a company) or Social Security Number (if an individual).

Federal Tax I.D. Number _____

Federal Tax I.D. Number of Parent Company (if any) _____

Social Security Number _____

- (4) The Offeror warrants and represents that it or any of its members, principals, affiliates and/or constitute entities is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it or any of its members, principals, affiliates and/or constitute entities shall not become so in arrears during the term of this Lease.

Signature of Offeror

RFP Number

Md. Code Regs. 01.01.2009.12

Section 01.01.2009.12 - Locating State Facilities To Stimulate Transit- Oriented Development

A. It is a policy of the State of Maryland to locate State office or laboratory space within a half-mile radius of transit stations at a transit-oriented development whenever appropriate and feasible without diminishing the accessibility of services to the citizens of the State.

B. Definitions.

- (1)** "Fixed guideway transit station" means a passenger boarding and alighting location of a public transportation facility using and occupying a dedicated right-of-way or rail for the use of public transportation and other high occupancy vehicles.
- (2)** "Transit-accessible site" means property, any part of which is located within one-half mile of a planned or existing fixed guideway transit station.
- (3)** "Transit-oriented development" has the meaning defined under Section 7-101 of the Transportation Article of the Annotated Code of Maryland.
- (4)** "Transit evaluation factor" means the evaluation points or weight given in a State lease or property acquisition solicitation to proposed sites located within a transit-accessible site or transit-oriented development.

C. Maryland Office and Laboratory Space Lease and Property Acquisition Proposals.

- (1)** This paragraph C applies to all new lease procurements and property acquisition proposals for more than 5,000 square feet of office space, laboratory space, or a combination of both, that are submitted to the Board of Public Works (BPW) by the Department of General Services (DGS) or the Maryland Department of Transportation (MDOT), its modal administrations and the Maryland Transportation Authority. It does not apply to proposals to renew or extend existing leases of space.
- (2)** Except as provided herein, DGS and MDOT shall include a transit evaluation factor in all requests for proposals to lease or purchase office or laboratory space (solicitations) in the manner described below.
 - (a)** When DGS or MDOT uses a point system to evaluate proposals, it shall award at least five percent of the total allocable points to proposals for office or laboratory space located in transit-accessible sites and at least an additional seven percent of the total allocable points to proposals for office or laboratory space located within a transit-oriented development.
 - (b)** When DGS or MDOT does not use a point system to evaluate lease or property acquisition proposals for State office or laboratory space, then the transit evaluation factor shall be included in the solicitation as one of the most heavily weighted evaluation factors within the selection criteria as determined by the agency.
 - (c)** DGS or MDOT may omit the transit evaluation factor from a request for proposal if it determines in its discretion that location of the particular office or laboratory space

within a transit-accessible site or transit-oriented development would:

- (i) Not be feasible or not be appropriate for the intended use;
 - (ii) Hamper efficient or effective operations or delivery of State services;
 - (iii) Result in the State not being able to provide citizens with reasonable, convenient, and efficient access to State services in places where there are no fixed guideway transit stations;
 - (iv) Be unsafe or otherwise inconsistent with the character of a transit-accessible site or transit-oriented development;
 - (v) Be contrary to the tenant agency's mission or its clientele's interests;
 - (vi) Contravene State or federal law, regulation, rule, or policy; or
 - (vii) Otherwise not be in the public interest.
- (d) For all proposals that recommend approval of a site that is not located at a transit-accessible site or a transit-oriented development, including those where a transit evaluation factor was not included in the solicitation, DGS and MDOT must provide a written explanation for not selecting such a site in their submission to the BPW.

Md. Code Regs. 01.01.2009.12

Effective date: September 16, 2009



Wes Moore, Governor · Aruna Miller, Lt. Governor · Atif Chaudhry, Secretary

EXECUTIVE ORDER CERTIFICATION

RFP LA ____ - ____

Maryland Department of _____

_____ County

I, _____, Proposer of the property known as _____,
in response to the above referenced Request for Proposals acknowledge receipt and certify that I have
read Executive Order 01.01.2009.12, Locating State Facilities to Stimulate Transit Oriented Development.

I further understand that this certification must be included as part of the response to the Request for
Proposals.

Witness

Proposer

Date

ORE File No:	STATE OF MARYLAND
Type of Lease: <Lease Type>	STANDARD LEASE
Specifications Date: July 2013	FORM DGS-680-3
Leasing Agent: <Agent>	(Revised 04/02/2018)

THIS AGREEMENT (“**Lease**”), fully executed by the parties this _____ day of Two Thousand (“20”) (“**Effective Date**”), is between _____ (hereinafter called the “**Lessor**”), and the State of Maryland, (hereinafter called the “**Lessee**”) to the use of the _____.

WHEREAS, the Lessor owns a _____ story <Type> building (the “**Building**”) on a _____ acre parcel of land known as _____ in _____ County (the “**Land**”). Hereinafter the Land and the Building shall be collectively referred to as the “**Property**”; and

WHEREAS, the parties hereto enter into this Lease for the purpose of creating a tenancy in the Demised Premises, hereinafter defined, under the following terms and conditions.

NOW, THEREFORE, in consideration of the rent and the mutual covenants and conditions set forth herein, the above recitals being made a substantive part of this Lease, the Lessor demises and leases unto Lessee that portion of the Building known and described as _____, hereinafter the “**Demised Premises**”, together with the right to use in common with others in the Property, including but not limited to common areas, hallways, elevators, lobbies, sidewalks, parking areas, and public restrooms.

1. Dimension of Demised Premises. The Demised Premises contain _____ net usable square feet of space, more or less (hereinafter “NUSF”, as defined in the State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013.

2. Lease Term and Commencement. The initial term of the Lease is _____ year(s) and month(s), and subject to Section 7 of the Standard State of Maryland Lease General Terms and Conditions, attached hereto as Addendum A, shall commence on _____, hereinafter the “**Commencement Date**”.

3. Provisions Incorporated by Reference. This Lease specifically incorporates the following as terms and conditions of this Lease:

- a. State of Maryland General Performance Standards and Specifications for Leased Space as of 07/2013.
- b. Regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) as of the Effective Date of this Lease.
- c. State of Maryland Standard Lease General Terms and Conditions, attached hereto as **Addendum A**.
- d. State of Maryland Standard Lease Affidavit, attached hereto as **Addendum B**.
- e. The following Exhibits attached hereto, as designated below:

- | | | |
|--------------------------|--------------------|---|
| <input type="checkbox"/> | Exhibit A-1 | Additional Description of Property |
| <input type="checkbox"/> | Exhibit A-2 | Existing Floor Plan |
| <input type="checkbox"/> | Exhibit A-3 | Site Plan of Property and Parking Plan |
| <input type="checkbox"/> | Exhibit A-4 | Approved Space Plan (to be attached) |
| <input type="checkbox"/> | Exhibit B | Lessor’s Construction Budget (to be attached) |
| <input type="checkbox"/> | Exhibit C | Broker Documents |
| <input type="checkbox"/> | Exhibit D | Estoppel Sample |
| <input type="checkbox"/> | Exhibit E | HVAC/Mechanical Equipment and Maintenance Standards |
| <input type="checkbox"/> | Exhibit F | Supplemental Lease Format Sample |

- ☐ **Exhibit G** Acceptance Form
☐ **Exhibit H** Other -

4. Lessor and Lessee Contact Information. The following is the contact information for the primary contact persons for the Lessor and Lessee:

LESSOR**LESSEE**

Name:		Department / Agency:	
Address:		Address:	
E-mail:	@ .	E-mail:	@ .
FIN:			
On Site Contact:		On Site Contact:	
Phone:	- -	Phone:	- -
E-mail:	@ .	E-mail:	@ .
Emergency Contact:		Emergency Contact:	
Emergency Phone:	- -	Emergency Phone:	- -
E-mail:	@ .	E-mail:	@ .

All written notices required under this Lease shall be sent to the Lessor and Lessee at the following addresses:

Notice Address:	Notice Address:
	With Copy to DGS Lease Management 300 W. Preston Street, Room 601 Baltimore, MD 21201

5. The Lessor represents and warrants to the Lessee that Lessor is the owner of a fee simple or leasehold interest in the Property, as specifically noted below, and has the power and authority to enter into this Lease.

- ☐ Fee Simple- ☐ Copy of Deed
☐ Leasehold- ☐ Copy of Lease

Instrument Date:	
County:	
Recording Reference:	Liber Folio
Grantor:	
Grantee:	
Notes:	
Lessor represents and warrants to the Lessee that the below Signatory has the legal authority to execute this Lease Agreement on behalf of Lessor as of the date hereof and that all action required to authorize such Lessor and such Signatory to enter into this Lease has been duly taken. Lessor agrees that it shall, upon Lessee's request, provide copies of Lessor's organizational documents to Lessee, together with copies of consents and resolutions evidencing the authority of Lessor to enter into this Lease Agreement, and cause Lessor's duly authorized officers to execute and deliver to Lessee an incumbency certificate in form satisfactory to Lessee.	
Authorized Signatory:	
Signatory Title:	

6. Lessee's Use of Demised Premises and Expenses. The Lessee shall occupy the Demised Premises for the following uses and purposes:

7. Parking: The Lessee, as part of the Demised Premises, is granted use of the following parking spaces for use by its employees, licensees and invitees:

	Reserved Spaces	Use in Common Spaces
Number of Spaces		
Location of Spaces		
Rate per Space (‘N/A’ if included in Rent)		
Notes:		

The State exercises its right of not paying local taxes and the Lessor agrees to and at all times shall claim this exemption with respect to parking space leased to Lessee.

8. a. The following shall constitute the Tenant Improvements to be made by Lessor prior to the Commencement Date:

☐
☐

- None
Construction or Renovation of Demised Premises

b. Tenant Improvements shall be constructed by Lessor on the following basis:

1. _____ At Lessor’s expense, subject to reimbursement for Excess Fit Up Costs (as defined in Addendum A) pursuant to Section 6.6 of Addendum A
2. _____ At Lessor’s expense, as a Turn Key (as defined in Addendum A), subject to any additional construction cost payment terms provided below:

Additional Construction Terms:

9. Term of the Lease: The following is the original term (the “**Original Term**” and any renewal terms (each, a “**Renewal Term**”) exercisable by the Lessee:

Original Term:	
Number of Renewal Terms	
Length of Each Renewal	

Any renewal of the Lease shall be effective and legally binding only upon approval of the renewal by the Board of Public Works. As used herein “**Term**” shall mean the Original Term and any properly exercised Renewal Term.

Notes:

10. Base Rent: The following is the base rent (the “**Base Rent**”) by years within the Term per square foot and calculated on a monthly and annual basis. It is agreed by the parties that, subject to the terms of Section 7.1 of the Form DGS 680-3a, Addendum attached or intended to be attached hereto and made a part hereof (“**Addendum A**”), Lessee’s obligations to pay Base Rent and perform its other obligations as set forth in this Lease shall commence upon the Commencement Date. All Base Rent, unless otherwise agreed in writing, shall be payable in accordance with Section 2 of Addendum A.

Years	Per Square Foot Amount	Monthly	Annual

11. Renewal and Renewal Rent:

☐ Lessee's Rent to be paid during each Renewal Term shall be negotiated upon or prior to exercise of renewal option by Lessee and exercise of renewal option and amount of renewal Rent and all other terms are subject to BPW approval prior to commencement of Renewal Term.

☐ Lessee's Rent to be paid during each Renewal Term negotiated and shall be as set forth below; provided that exercise of renewal option and amount of renewal Rent and all other terms remain subject to BPW approval prior to commencement of Renewal Term.

Renewal Number	Length of Renewal Term	Per Square Foot Amount	Monthly	Annual

☐ Renewal(s) subject to the following additional terms and conditions:

:

12. Operating Expenses: The following are the Operating Expenses, as defined in attached Addendum A, which shall be either (a) passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year in accordance with the chart below and Section 3 of the attached Addendum A, (b) passed through to the Lessee as a direct cost paid by Lessee to the provider of the applicable service in accordance with the chart below (eg. Utilities separately metered and paid by Lessee directly to the utility provider) or (c) if not passed through to the Lessee as a percentage of increase in Operating Expenses over a Base Year or as a direct cost to be paid by Lessee, such Operating Expenses shall be the responsibility of the Lessor as they become due during the Term or any renewal and are included within the Base Rent:

Operating Expense	Procured by	Invoiced to	Paid by	Passed through to Lessee as % of increase over Base Year	% passed through to Lessee ("Proportionate Share")	Base Year	Passed through to Lessee as a direct cost paid by Lessee
Electricity	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
Heating Fuel	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
Cleaning Services & Supplies (including, but not limited to Waste Collection and	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No

Recycling)							
Sewer and Water	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
Snow and Ice Removal	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
Other:	Lessor	Lessor	Lessor	<input type="checkbox"/> Yes <input type="checkbox"/> No			<input type="checkbox"/> Yes <input type="checkbox"/> No
Base Year Notes:							
Notes:							

13. Real Estate Taxes: Lessee shall pay Real Estate Taxes on the following basis and in accordance with Section 3 of Addendum A:

Proportionate Share of Real Estate Taxes passed through to Lessee as a percentage of increase in Real Estate Taxes over a Base Year	Base Year
Base Year Notes:	
Notes:	
Passed Through to Lessee: <input type="checkbox"/> Yes <input type="checkbox"/> No	

Using Unit's Proportionate Share:

14. Maintenance Inspections to occur in accordance with Section 8.6 of Addendum A, however no less than:

<input type="checkbox"/> Semi-annually	<input type="checkbox"/> Quarterly	<input type="checkbox"/> Annually
--	------------------------------------	-----------------------------------

15. Other Terms and Conditions:

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16. Modifications to **Addendum A**:

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17. This Lease shall only be effective and binding upon the State with full execution by the parties and approval by the Maryland Board of Public Works. Lessor has no right to institute any action or proceedings to compel the State to present this Lease to the Maryland Board of Public Works or to compel the Maryland Board of Public Works to approve this Lease. In the event this Lease is not fully executed and approved by the Maryland Board of Public Works, Lessor's only remedy shall be to declare this Lease null and void.

17. In the event of any conflict between this Standard Lease Form DGS-680-3 and any other document attached hereto, incorporated by reference, or otherwise made part of this Lease, the provisions of this Standard Lease Form DGS-680-3 shall prevail.

[Signature page follows]

IN WITNESS WHEREOF, the parties hereto for themselves, their successors and assigns have set their hand and seal on the day and year first above written.

ATTEST:

LESSOR:

By: _____

By: _____
Its: _____

ATTEST:

LESSEE:
STATE OF MARYLAND, to the use of

By: _____

By: _____
Its: _____

Execution of the above Lease was authorized and approved by the Board of Public Works at a meeting held on _____ as DGS Action Agenda Item _____ -L.

Department of General Services
Office of Real Estate

This Lease has been reviewed for form and legal sufficiency and approved by the Office of the Attorney General on _____ by, _____ Assistant Attorney General.

Department of General Services
Assistant Attorney General

ADDENDUM A

**STANDARD STATE OF MARYLAND LEASE GENERAL CONDITIONS
(FORM DGS-680-3a)
(Revised 4/2/2018)**

Section 1 Definitions.

The following terms have the following meanings in addition to their usage within the text of this Lease:

Approved Construction Budget means that budget which has been jointly approved and signed by the using Unit(s) and State of Maryland, Department of General Services, Office of Real Estate, prior to construction which delineates the cost to be incurred by Lessor of the required and excess Tenant Improvements to the Demised Premises.

Approved Plans mean those Plans which, pursuant to Section 6 below, have been jointly approved by Lessor and Lessee and signed by the using Unit(s) and State of Maryland, Department of General Services, Office of Real Estate, prior to construction.

Base Year means the year agreed upon by Lessee and Lessor for which a baseline value is established for calculating amounts owed for operating services expenses.

BPW means the Maryland State Board of Public Works.

Broker means the brokerage firm retained, if any, by State of Maryland, Department of General Services, Office of Real Estate.

Date of Occupancy is the date Lessee begins operating from the Demised Premises.

Delivery Date is the date on which the Demised Premises are delivered to Lessee for use and occupancy by Lessee with the Tenant Improvements having been completed and accepted by ORE.

DGS means State of Maryland, Department of General Services.

Excess Fit Up Costs shall have the meaning ascribed to it in Section 6.6 of this Addendum A.

Lease, unless otherwise provided in the Form DGS 680-3, means all the provisions set forth in the fully executed Form DGS 680-3, this Form 680-3a, and

all other addenda, exhibits and riders that are referenced in the fully executed Form 680-3 and attached hereto.

Lease Year means (a) the period beginning at 12:01 a.m. on the Commencement Date and ending at the end of the day immediately before the first anniversary of the first day of the first full calendar month in the Term, and (b) each successive period of 12 calendar months thereafter during the Term.

Lease Standards shall mean the State of Maryland Department of General Services Specifications and Requirements for Leased Facilities that is in effect on the date of execution of this Lease.

Normal Working Hours shall mean 7am to 7pm Monday through Friday and 7am to 2pm on Saturday except those days designated as holidays by the State.

Operating Expenses shall mean those expenses incurred by Landlord in the operation of the property upon which the Demised Premises is located which are specifically designated in Section 14 of the Lease as "Operating Expense".

ORE means State of Maryland, Department of General Services Office of Real Estate.

Person means any natural person, trustee, corporation, partnership, Limited Liability Company or other legal entity.

Plans means all plans for the design and construction of the Tenant Improvements (hereinafter defined), including but not limited to space plans, test fits, construction drawings, MEPs, specifications and, if applicable, final as-built drawings. The Plans shall be submitted to the Lessee and ORE for approval pursuant to Section 6 below. The Plans shall conform to the site and building conditions and to the Lease Standards and all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities.

Real Estate Taxes means (1) all real estate taxes and assessments (including general and special assessments, if any), ordinary and extraordinary, foreseen and unforeseen, which are assessed against the Building and/or the Land, (2) any other present or future taxes or governmental charges that are assessed against the Building and/or the Land which are in the nature of or in substitution for real estate taxes, including any tax levied on or measured by the rents payable by tenants of the Building, and (3) any fees, assessments and charges under any condominium regime or planned unit of development of which the Demised Premises is a part thereof. Subject to the foregoing, Real Estate Taxes shall not include any inheritance, estate, gift, franchise, corporation, net income or net profits tax assessed against the Lessor from the operation of the Building.

Section means that all references made to any Section shall, unless therein expressly indicated to the contrary, be deemed to have been made to such Section of this Lease.

Substantial Completion means the completion of construction or other work required to bring the Building and Demised Premises up to the Lessee's requirements, including the Lessor's acquiring of all necessary permits and inspections related to occupancy, excepting minor punch list items which the Lessor, Lessee and ORE have agreed in writing to defer to a time subsequent to the issuance of a use and occupancy permit.

Supplemental Lease means an amendment to the Lease that is duly approved by the parties hereto and the Board of Public Works.

Tax Year means the fiscal year for which the real property taxes are levied by the governmental authority, i.e. July 1 through June 30 of said year.

Tenant Improvements means those improvements and enhancements to the Demised Premises agreed upon by the Lessor, Lessee and ORE, as more fully described in Section 8 of the Lease and in the Approved Plans. The Tenant Improvements shall be completed by the Lessor pursuant to Section 6 below prior to the Commencement Date and before Lessee(s) occupancy of the Demised Premises may begin.

Termination Costs means the unamortized balance (calculated on a straight-line basis over the Term of the Lease including any Renewal Terms) of the following non-recurring costs incurred by the Lessor in connection with this Lease but not amortized in the price of the Lease: (a) any brokerage commissions paid by the Lessor to the State's Broker as of the date of termination, and b) as of the date of termination, any construction costs required to construct the Tenant Improvements from pre-Lease condition to the condition specified in the Approved Plans, the Lease Standards, and any Request for Proposal specifications in accordance with costs delineated in Approved Construction Budget, less any Excess Fit Up Costs and/or other construction costs paid for in cash by the Lessee, including legal fees, architectural/engineering costs, bank charges and fees, and, interests costs incurred during construction and attributable to the Tenant Improvements. Termination Costs shall not include any Lessor anticipatory rents, expenses, or profits which have not been earned up to the date of termination.

"Turn Key" means the Lessor's undertaking to deliver occupancy of the Demised Premises to the Lessee with all Tenant Improvements completed at the Lessor's sole cost and expense, without reimbursement to the Lessor or credit to Lessee, as the case may be, pursuant to Section 6.6 below, subject, however to approved Change Orders, if any, and any additional terms set forth in Section 8 of the Lease, Form DGS 680-3, of which this Addendum is made a part thereof.

Section 2. Payment of Base Rent.

2.1 Rent Invoices. Lessee will not automatically pay the Base Rent; Lessor must send a bill for each monthly payment to each State Unit (hereinafter referred to as "Unit") listed in this Lease for the amounts set forth in this Lease.

2.2 Rental Payments. Rental payments shall be payable at the office of the Lessor, during normal business hours and shall be due on the first day of the month.

2.3 Multi-Year Leases Contingent Upon Appropriations. If the General Assembly fails to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this Lease succeeding the first fiscal period, this Lease shall be cancelled automatically as of the beginning of the fiscal year for which funds were not appropriated or otherwise made available; provided, however, that this will not affect either the State's rights or the Lessor's rights under any termination clause in this Lease. The effect of termination of the Lease hereunder will be to discharge both the Lessor and the State from future performance of the Lease, but not from their rights and obligations existing at the time of termination. The Lessor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the Lease. The State shall notify the Lessor as soon as it has knowledge that funds may not be available for the continuation of this Lease for each succeeding fiscal period beyond the first. [COMAR 21.07.01.10; SF 13-217 (d), (e)]

2.4 Submission of Invoices. All invoices for Base Rent or other expenses submitted pursuant to this Lease shall be submitted directly to the appropriate Unit(s) listed in Section 4 of this Lease unless otherwise specifically provided for herein.

2.5 Required Information. All invoices shall be made out to the Unit in such form as is acceptable to the Lessee and must contain the following information: state "Invoice" on the bill; reference the Board of Public Works number and date indicated at the end of this Lease; type of billing (i.e. "Rent"); the Lessor's Federal Employer's ID Number or if an individual, the Lessor's social security number, and additional information as may be specifically required elsewhere in this Lease. [SF 15-102]

2.6 Payment by the State. Payments to the Lessor pursuant to Section 2.4 and this Lease shall be made no later than 30 days after the State's receipt of a proper invoice from the Lessor. Charges for late payment of invoices, other than as prescribed by Title 15, Subtitle 1 of the State Finance and Procurement Article, Annotated Code of Maryland, or by the Public Service Commission of Maryland with respect to regulated public utilities, as applicable, are prohibited. [COMAR 21.07.01.18; SF 15-103, 104]

2.7 Interest on Late Payments. Except for Base Rent or other expenses submitted pursuant to this Lease, the Lessor hereby agrees that, notwithstanding the provisions of State Finance and Procurement Article of the Annotated Code of Maryland, Title 15, Subtitle 1, interest on any payments due under the terms of this Lease shall not be payable unless such

payments remain unpaid for more than 45 days after receipt of a proper invoice and such payments shall accrue interest from the 31st day after receipt of a proper invoice. [SF 15-104]

2.8 Transfer of the Property/Assignment of Lease. In the event of any transfer of the Property and/or assignment of the Lease: (a) said assignment shall be effective only if the assignee is qualified to do business in the State of Maryland and b) the State is permitted to do business with assignee, (c) Lessor shall provide copies of the deed or other instrument(s) transferring the Property and the assignment agreement to the ORE within 10 days of said transfer and/or assignment, and (d) the assignee of the Lease shall enter into a Supplemental Lease, including execution of the standard State lease affidavit, amending the landlord information. In the event that any assignee of the Lease is not qualified to do business in the State of Maryland, the State shall have the right to terminate the Lease upon written notice to the Lessor and assignee(s).

2.9 Maximum Rent. Lessor represents that the annual Base Rent does not exceed fifteen per cent (15%) of the fair market value of the Demised Premises at the date of the Lease in compliance with State Finance and Procurement Article, Section 12-205 of the Annotated Code of Maryland.

Section 3. Operating Expenses.

3.1 Operating Expense Calculations. Commencing with the second Lease Year as set out in this Lease, and continuing during each succeeding Lease Year of this Lease, as to those Operating Expenses which, pursuant to Section 12 of the Lease are to be passed through to Lessee, (a) the Lessee shall pay as an additional expense, and not as additional rent, the Lessee's Proportionate Share of the amount by which those specified Operating Expenses incurred during each calendar year falling entirely or partly within the Term exceed a base amount equal to the total of such Operating Expenses incurred during the Base Year, or (b) the Lessee shall receive as a credit against the Lessee's next payment of Base Rent hereunder its Proportionate Share of the amount by which those specified Operating Expenses incurred during each calendar year falling entirely or partly within the Term are less than a base amount equal to the total of such Operating Expenses incurred during the Base Year. Operating Expenses for each Lease Year shall be those actually incurred, provided, however, that if the Building was not at least 95% occupied during the entire Lease Year including, without limitation, the Base Year, the variable portion of the Operating Expenses shall be adjusted to project the Operating Expenses as if the Building were 95% occupied.

3.2 Modification of Base Year for Warranty Items. With respect to any item of Operating Expense which is covered under a guarantee or warranty, the Base Year set out in this Lease for such item of Operating Expense shall be modified to be the first full Lease Year following expiration of the item's guarantee or warranty.

3.3 Real Estate Tax Invoicing. (a) Amounts due by the Lessee for Real Estate Taxes shall be invoiced annually throughout the Term during the annual invoicing period in accordance with this Section 3.3. Commencing with the second Lease Year as set out in this Lease, and continuing during each succeeding Lease Year of this Lease, (i) the Lessee shall pay

as an additional expense, and not as additional rent, the Lessee's Proportionate Share of the amount by which those specified Real Estate Taxes incurred during each calendar year falling entirely or partly within the Term exceed a base amount equal to the total of such Real Estate Taxes incurred during the Base Year, or (ii) the Lessee shall receive as a credit against the Lessee's next payment of Base Rent hereunder its Proportionate Share of the amount by which those Real Estate Taxes incurred during each calendar year falling entirely or partly within the Term are less than a base amount equal to the total of such Real Estate Taxes incurred during the Base Year.

(b) The annual invoicing period for Real Estate Taxes shall be within 90 days after the completion of the real estate tax year; for example, no later than September 30th based on the current tax year of July 1st through the succeeding June 30th.

(c) If, after Lessee shall have made the required payment of Real Estate Taxes hereunder, the Lessor shall receive a refund of any portion thereof, then, the Lessor shall, within thirty (30) days after the Lessor's receipt of such refund, pay to Lessee a sum equal to Lessee's Proportionate Share of such refund.

3.4 Operating Expense Invoicing. The invoicing period for all Operating Expenses shall be within 90 days after the end of each applicable Lease Year; for example if the Lease Year ends on March 31st, the invoicing period for such Lease Year shall end on June 30th of such calendar year.

3.5 Lease Termination Invoicing. Upon Lease termination all invoices, including invoices for Real Estate Taxes and Operating Expenses, shall be adjusted to the date of Lease termination and a reconciliation detailing such adjustments shall be submitted to Lessee within 90 days after the Lease termination date. **Invoices submitted more than 90 days after the end of the invoicing period shall not be honored.** Any payments due by the Lessee shall be paid in one lump sum. Any amounts payable to Lessee shall be paid by Lessor to Lessee immediately.

3.6 Method for Invoicing. Invoices for Real Estate Taxes and Operating Expenses shall be sent to the using Unit. **Lessor also shall send a copy of such invoices to: The Department of General Services, Office of Real Estate, Attn: Chief of Leasing, 300 W. Preston St., Rm 601, Baltimore, MD 21201 for review and approval before payment.** In addition to the information required by Section 2.5 of this Addendum, such invoices shall include as supporting documentation, certified true copies of (a) the relevant Real Estate Tax Bills and (b) of invoices (for the Base Year and escalation year) for the Operating Expenses for which payment is requested. For costs where such invoices are confidential, (i.e. salaries paid to Lessor's employees) the Lessor must certify and warrant that such payments for such costs were actually paid. ORE shall have the right to audit by consistently applied methods acceptable to the Lessor and Lessee, the Lessor's records to determine the validity of reimbursement or credits due under this Lease.

3.7 Audit Expenses. Lessee shall have the right at any time to audit the books and records of the Lessor. Lessor guarantees all financial records and tenant statements shall be

prepared in accordance with generally accepted accounting principles (GAAP), consistently applied, and rendered to Lessee in any similar format Lessee may reasonably request from time to time. If Lessee exercises the right to audit the books and records associated with this Lease, Lessee shall pay the expense of auditing the books and records. However, Lessor shall pay all audit expenses if Lessee is found to have been overcharged by 15% or more on any bill related to Operating Expenses or Real Estate Taxes.

Section 4. Assignment.

4.1 Assignment. Lessee may assign this Lease and the Demised Premises upon prior written consent of the Lessor, whose consent shall not be unreasonably withheld, conditioned or delayed.

4.2 Use of the Demised Premises. Use of the Demised Premises by a Unit(s) of the State of Maryland other than the Unit(s) designated in this Lease is not an assignment or a subletting and may be done at the discretion of the Lessee.

Section 5. Condition Upon Termination.

5 Condition Upon Termination. Lessee will, at the expiration or early termination of the Term, surrender possession of the Demised Premises in the same condition as it was delivered to the Lessee in at the beginning of the Term, with the exception of reasonable wear and tear and such other damage as cannot be attributed to the carelessness or neglect of the Lessee, its employees, agents, invitees or licensees.

Section 6. Construction, Improvements, Replacements.

6.1 Construction of Tenant Improvements. Lessor shall, at Lessor's sole cost and expense, develop, design and construct on and in the Demised Premises and the Building, Lessee's Tenant Improvements in accordance with the Approved Plans and the Lease Standards. For purposes of illustration and not of limitation within this Section 6, the terms "develop and design" shall be interpreted to mean all phases of design, including, but not limited to, initial test fits, space plans, construction drawings, specifications and final as-built drawings, if requested by the Lessee or as otherwise required under the Lease Standards. The term "construction" shall mean all phases of construction up to and including the issuance of a final use and occupancy permit and completion of punch lists.

6.2 Preparation of Plans. Promptly after the BPW approves this Lease, and in accordance with Lessor's Construction Budget and the Lease Standards, Lessor shall at its expense prepare and submit to Lessee for review and approval all proposed Plans in connection with the construction of the Tenant Improvements. It is contemplated that the order of delivery and approval of the proposed Plans shall be as follows: (a) first, Lessor shall submit to Lessee, for review and approval pursuant to Section 6.5 below, an initial test fit (to the extent not submitted and approved prior to execution of the Lease), (b) second, Lessor shall submit to Lessee, for review and approval pursuant to Section 6.5 below, a space plan and (c) third, following approval of the space plan by Lessee, Lessor shall submit to Lessee, for review and

approval pursuant to Section 6.5 below, construction drawings (including MEPs) for the Demised Premises. The Plans shall conform to the site and building conditions, the Lease Standards and to all required applicable laws, statutes, ordinances, Executive Orders, and codes (including without limitation building, health, and fire codes) of all applicable governmental authorities as to the design and construction of the Tenant Improvements.

6.3 Architect(s) and Engineer(s). Lessor shall select and provide Architect(s) and Engineers (Mechanical, Electrical, Plumbing), where applicable, to prepare the Plans for and construct the Tenant Improvements. Architect(s) and Engineer(s) employed by Lessor must be currently licensed and in good standing with the State of Maryland.

6.4 Compliance With

With All Laws. All Plans, construction and improvements to the Demised Premises shall comply with the Lease Standards and all applicable Federal, State and Local building codes and requirements, as may be amended from time to time, including but not limited to the Maryland Building Performance Standards of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle 5; the Maryland Building Rehabilitation Code of the Public Safety Article of the Annotated Code of Maryland, Title 12, Subtitle Ten; The Americans with Disabilities Act of 1990 (ADA); and the Maryland Building Code for the Handicapped (MBCH).

6.5 Review and Approval of Plans. The submittal by the Lessor of all Plans, permits, supporting materials, and other necessary documentation to ORE and ORE's review, comment and approval thereof, shall be in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards. Following approval thereof in accordance with the Lease Standards, the Approved Plans and the Approved Construction Budget, shall be attached hereto and marked Exhibit A-4 and B, respectively, and shall be deemed a material part of this Lease. The Approved Plans, Approved Construction Budget and such modifications thereof as may be approved by Lessee, ORE and the Lessor, together shall constitute the Lessor's work for all purposes hereof (the "Lessor's Work"). In order to facilitate any Lessee approval, Lessor shall submit all Plans, permits, supporting materials, and other necessary documentation to ORE for its review, comment, approval, and periodic inspection prior to and during construction, including evidence of performance, labor and materials bonds in amounts satisfactory to the State, all in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards. All reviews and comments shall be provided by ORE to the Lessor in accordance with the requirements, procedures, terms and provisions set forth in the Lease Standards; provided that approval may be withheld at the sole discretion of the ORE. No construction, improvements or renovation may begin without the written review, comment, and approval of ORE. No modification or alteration to the Lessor's Work including, without limitation, the Approved Plans and the Approved Construction Budget (each, a "Change Order"), may be made without subsequent written approval of ORE by way of a change order or other documentation approved beforehand by ORE, which approval may be granted or withheld by ORE in its sole discretion. ORE shall perform all review of Change Orders within 10 business days of receipt of same from the Lessor. ORE shall designate, and may re-designate, one individual or body of reviewers who shall be responsible for and authorized to act on behalf of

ORE throughout the period of time in which the development, design, construction, and final completion processes are in effect.

6.6 Fit Up. The Lessor shall be entitled to reimbursement for certain fit up items which exceed the State's standard fit up requirements set forth in the Lease Standards ("Excess Fit Up"), and the Lessee shall be entitled to a credit for those fit up items which are less than requirements of the Lease Standards. Excess Fit Up costs include the cost of any item(s) over and above the stated required quantities listed in the Lease Standards, items not included in the Lease Standards but for which an approved Change Order exists, and ORE approved overhead and profit for said excess construction items (collectively, the "Excess Fit Up Costs"). Invoices for Excess Fit Up Costs due under this clause shall be issued in the name of Lessee but shall be sent by the Lessor to ORE for review before payment. In addition to the information required in Section 2.5, such invoices shall include an itemized listing of how the total was determined and supporting copies of bills for materials and labor as appropriate. The State's standard fit up items are:

- a. 1 linear foot of finished partitioning per 10 square feet of leased space (Sound transmission class of 35).
- b. sound conditioned partitioning (Sound transmission class of 50) for 10% of required partitions.
- c. 2 doors for ingress and egress from each leased area on each floor.
- d. 1 interior door for each 25 linear feet of partitioning required.
- e. 1 duplex electric outlet (120 Volt/20 Amp) per 200 square feet of leased space.
- f. 1 dedicated duplex electric outlet (120 Volt/20 Amp) per 1,000 square feet of leased space
- g. 1 telephone/data outlet, ring and string per 100 square feet of leased space.
- h. 1 double duplex (quad) electric outlet (120 Volt/20 Amp) per office.
- i. 1 dedicated double duplex (quad) electric outlet (120 Volt/20 Amp) per phone/server rack.
- j. 1 208 Volt/30 Amp electric outlet on each floor of leased area.
- k. 1 J Box/wall outlet per 3 cubicles
- l. Carpet for 75% of leased space
- m. VCT for 25% of leased space.
- n. Dedicated 24/7 1 ton auxiliary cooling for the server room.
- o. 3/4" fire-rated plywood on three (3) walls of the tel/data closets from 18" above floor finish to a height of 6'.

6.7 Performance of Work. The Lessor agrees to prosecute the work continuously and diligently and no charges or claims for damages shall be made by it for any delays or hindrances from any cause whatsoever during the progress of any portion of the work specified in this Lease.

6.8 Time Extensions. Time extensions will be granted only for excusable delays that arise from unforeseeable causes beyond the control and without the fault or negligence of the Lessor, including but not restricted to, acts of God, acts of the public enemy, acts of the State in either its sovereign or contractual capacity, acts of another Lessor in the performance of a

contract with the State, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of either the Lessor or the subcontractors or suppliers.

6.9 Performance Guarantees. Prior to commencement of construction, Lessee may require Lessor to demonstrate to the State's reasonable satisfaction that it has sufficient funds to construct the Tenant Improvements and operate and maintain the Demised Premises, including such performance bonds and/or completion guarantees as may be necessary. Lessor shall pay all costs of the Tenant Improvements and the cost associated with constructing the Tenant Improvements on the Demised Premises, including the fees of the Architect(s) and Engineer(s), and all sums owed to any contractor involved with constructing the Tenant Improvements. Any approved Tenant Improvement costs not reimbursed in full by the State (whether as Excess Fit Up Costs or otherwise) may be amortized over the Term of the Lease.

6.10 Proof of Guarantees and Construction Notice. At the request of the State, Lessor shall not commence any construction of Tenant Improvements until full copies of all insurance policies with endorsements or riders as may be required by Lessee and ORE, performance bonds and/or completion guarantees have been delivered to the State and the State has acknowledged in writing receipt thereof. Lessor shall also provide the State forty-eight (48) hour advance notice prior to its commencement of construction and provide regular updates every two (2) calendar weeks, or other adequate time interval as may be approved by ORE, on the status of constructing the Tenant Improvements.

6.11 Construction Standards. Lessor shall require any contractor(s) constructing the Tenant Improvements and associated improvements on the Demised Premises to construct them in a good and workmanlike manner, in accordance with the Approved Plans, Approved Construction Budget, the Lease Standards and all applicable laws, statutes, ordinances, and codes, and if applicable, require the contractor(s) to complete the work without unreasonable interference with any of State's operations on the Demised Premises.

6.12 Tenant Improvements After Date of Occupancy. In the case of Tenant Improvements to be constructed after the Date of Occupancy and/or the Commencement Date of the Original Term or any Renewal Term of the Lease, Lessor shall not demolish or destroy any existing Tenant Improvements upon the Demised Premises without the prior written consent of Lessee and ORE, which consent may be granted or withheld in their respective sole discretion.

6.13 Paint and Carpet. Lessor shall repaint the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures required to accomplish the repainting. Lessee may not make such a request any more frequently than once every five (5) years following the Commencement Date. Lessor shall re-carpet the Demised Premises upon a request of the Lessee to do so and shall also be responsible for any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures required to accomplish the re-carpeting. Lessee may not make such a request any more frequently than once every ten (10) years following the Commencement Date. Carpet replacements under warranty

conditions do not preclude the enforcement of this clause. Paint and carpet specifications are located in the Lease Standards.

6.14 Construction Progress and Coordination. On a routine basis during the planning and construction of the Tenant Improvements, Lessor shall meet with ORE so that Lessor may review with ORE the progress of plans and construction, so that Lessor and ORE may coordinate the construction of the Tenant Improvements, and determine the construction schedules and methods that will have minimum impact on operations, if any, of any State activities on the Demised Premises, and other agencies or units of the State using any facilities at the Demised Premises.

6.15 Damage and Repair. Lessor shall be solely responsible for repairing any buildings, roads, parking lots, grounds, utilities or other structures, improvements and areas on the Property including, without limitation, the Building and the Demised Premises, which has been damaged by vehicles or machinery of Lessor's Contractor(s), suppliers, or agents before, during or after construction.

6.16 Construction Equipment. Lessor shall require its Contractor(s) to guarantee that all machinery, tools, equipment, vehicles and supplies are secured at all times. The State shall not be responsible for the safe keeping or theft of any machinery, tools, equipment, vehicles, or supplies of Lessor or Lessor's Contractor(s), suppliers, or agents. The State shall not be responsible for the security and safety of any construction equipment or supplies.

6.17 Utilities. If utilities have to be relocated or disrupted due to construction of the Tenant Improvements, the relocation or disruption shall be done at the cost and expense of Lessor and in accordance with any provisions set forth in this Lease. In the event that utilities are relocated, the Lessor shall move all affected, existing utility equipment on the Demised Premises, Property, and/or Building to the new location at Lessor's expense.

6.18 No Waiver of Requirements. Lessee's execution of this Lease does not imply approval nor imply exception to any permit requirement of the State of Maryland. The Lessor's construction of, renovations to, and improvements on, the Demised Premises shall be in compliance with the requirements of all applicable laws, ordinances, rules and regulations. Lessor shall be responsible for obtaining, at its expense, all applicable permits, licenses, inspections and approvals required for construction of, renovations to, and improvement to the Demised Premises, and shall deliver to State copies of all necessary permits, licenses, inspections and approvals prior to taking any action requiring such permits, licenses, inspections and approvals. The Lessor shall be responsible for and assume all financial obligations and any liabilities in connection with any public hearings conducted in connection with the issuance of any permit, license or other governmental approval.

Section 7. Commencement and Occupancy.

7.1 Rent Abatement. Subject to Section 7.2 below, the Tenant Improvements required under this Lease shall be completed before Lessee's occupancy shall begin. In the event the Demised Premises (including, without limitation, the Demised Premises) are not completed

and inspected and accepted by DGS at least 10 business days before the Commencement Date specified within this Lease, the Base Rent provided for herein and Lessee's obligations pursuant to this Lease including, without limitation, obligations with respect to the payment of Operating Expenses and Real Estate Taxes, shall abate until the Demised Premises are fully occupied by the Lessee or until 10 business days after inspection and acceptance by the DGS, whichever event shall first occur. In order to allow DGS sufficient time to schedule and conduct an inspection of the Demised Premises, for the purpose of full or partial occupancy, Lessor shall give Lessee written notice (with a copy to DGS) that the Demised Premises have been completed and all required use or occupancy permits have been obtained. Lessee and DGS shall have 10 business days after receipt of Lessor's written notice to conduct its inspection of the Demised Premises.

7.2 Partial Occupancy. Lessee may, prior to completion of the Tenant Improvements, occupy any portion of the Demised Premises mutually agreed upon by Lessor and Lessee. Base Rent payable during such partial occupancy and any other obligations with respect to the payment of Operating Expenses and Real Estate Taxes shall be paid proportionately to the area occupied by the Lessee and the Base Rent, Operating Expenses and Real Estate Taxes payable by Lessee shall be adjusted to the actual term of such partial occupancy.

7.3 Occupancy. Occupancy shall be deemed to commence on the Date of Occupancy when the Lessee begins operating from the Demised Premises. Storage of furniture or equipment in the Demised Premises prior to Lessee commencing operations from the Demised Premises shall not constitute "constructive occupancy" or acceptance of the space by the Lessee, unless otherwise stated in writing by Lessee and ORE to Lessor.

7.4 Supplemental Commencement Date. Regardless of the date specified as the Commencement Date in Section 2 of the Lease, the Original Term of this Lease shall commence on the date the Demised Premises are fully occupied and shall terminate at the end of the length of time specified for the Term. If the term of this lease would begin and/or end other than on the first day of the month, Lessee shall pay proportionate Base Rent at the same monthly rate set forth in this Lease for such partial month and all other terms and conditions of this Lease shall be in force and effect during such partial month. If the Commencement Date is altered as a result of this provision, the specific Commencement Date of this Lease shall be established by Supplemental Lease hereto, executed by the Lessor and Lessee.

7.5 Building Rules and Regulations. The Lessee, its agents and employees shall comply, to the extent authorized by applicable law, with reasonable building rules and regulations approved in advance by ORE. The Lessor may modify these rules and regulations from time to time, but such changes must first be approved by the Procurement Officer for leasing of ORE. To effect a change, the Lessor shall submit the rule or regulation change to the Procurement Officer for approval. Upon approval, the Procurement Officer shall, by letter, notify each of the parties to the Lease and the change shall become effective upon the date of the Procurement Officer's letter. Whenever any rule shall conflict with the provisions of this Lease, the Lease provision shall prevail.

Section 8. Repairs and Maintenance.

8.1 Damage or Defects. Lessee, upon discovery, shall give to Lessor prompt written notice of any accidents or damage to, or defects in, the roof, the exterior of the Building, plumbing, electrical service, electric lights, or HVAC apparatus. These defects and/or damage shall be remedied by Lessor at its sole cost and expense, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to remedy the defect. It is understood by the parties that this does not impose an obligation upon the Lessee to inspect the building for accidents, damage or defects nor hold the Lessee liable for failure to do so.

8.2 Lessor's Responsibility for Repairs. The Lessor shall be responsible for the maintenance and repair the Building and the Demised Premises in accordance with the Lease Standards. All repairs to the Building and the Demised Premises including repairs to the exterior of the Building, no matter how caused, are to be made and paid for by the Lessor, including any costs incurred and associated with the movement of Lessee's machinery, equipment, furniture and fixtures, if such moving is required to make the repairs.

8.3 Lessee's Responsibility for Repairs. The Lessee shall only be responsible for the financial reimbursement to the Lessor of the actual costs for repairs made by the Lessor or its agent to the Demised Premises caused by the gross negligence of the Lessee, its agents, employees or invitees. Lessor shall provide to the Lessee copies of the actual invoices for work caused by the gross negligence of the Lessee, its agents, employees or invitees. Notwithstanding anything to the contrary, Lessee's liability for the reimbursement of said costs shall be contingent upon Lessor obtaining written approval of costs from ORE prior to the commencement of any work.

8.4 Failure to Repair. In the event the Lessor fails to (a) replace promptly any broken item; (b) make necessary repairs; or (c) maintain the Building, the Property and the Demised Premises as herein provided, the Lessee is herewith empowered and authorized, but not obligated, after written notice has been given the Lessor, to make all necessary repairs or perform the required maintenance. The Lessee then may charge the Lessor for the making of such repairs or performing said maintenance and further may deduct the cost thereof from any subsequent payment or payments of Rent due under the terms of the Lease or by such other legal process it might elect. In the event Lessor fails to repair or perform maintenance and Lessee elects not to repair or perform the maintenance, DGS, on behalf of the Lessee, shall have the right to withhold (abate) payment of Rent, Operating Expenses and Real Estate Taxes until such time as Lessor completes said repairs or maintenance in a manner satisfactory to ORE.

8.5 Fire Evacuation Plan. The Lessor agrees to maintain and post a current fire evacuation plan approved by the Fire Department for the Building, and to work with the Lessee in appointing floor fire captains to implement the evacuation plan.

8.6 Regular Maintenance Inspections. The Lessor shall designate an authorized representative and agrees to conduct regular maintenance inspections with the Lessee's designee, or also with such frequency as Lessee shall request. The inspections shall identify concerns and

problems by the Lessee. The Lessor shall respond in writing within ten (10) days following said inspection detailing action plans and completion times. Both the Lessor and Lessee shall provide points of contact with telephone, facsimile numbers, and e-mail addresses to each other and to ORE. In the event Lessor fails to conduct regular maintenance inspections as required hereunder, Lessee, at the election of ORE, shall have the right to withhold (abate) payment of Rent, Operating Expenses and Real Estate Taxes until such time as Lessor cures such breach.

8.7 Actionable Mold. The term "Actionable Mold" is mold of types and concentrations in excess of that found in the local outdoor air, visible within the Demised Premises, and/or that which is deemed in Lessee's reasonable judgment to be disruptive to Lessee's operations. Any Actionable Mold must be removed at the sole cost and expense of Lessor. The Lessor shall provide space to the State of Maryland that is free from Actionable Mold and free from any conditions that reasonably can be anticipated to permit the growth of Actionable Mold or are indicative of the possibility that Actionable Mold will be present ("Indicators").

8.8 Mold Inspection. At such times as the DGS may direct, including but not limited to: a flood, water damage not caused by the Lessee or improper repairs giving rise to Actionable Mold caused by the Lessor, the Lessor, at its sole cost, expense and risk shall: (i) cause an industrial hygienist certified by the American Board of Industrial Hygienists or a qualified consultant, approved beforehand by ORE ("the Inspector") to inspect and evaluate the space for the presence of Actionable Mold or mold Indicators; and (ii) cause the Inspector to deliver the results of its inspection and evaluation (the "Report") to the DGS within 30 days after it conducts same and, in all events, at the same time that it delivers the Report to Lessor. With the delivery of the Report, the Inspector shall notify ORE, in writing via cover letter to the report, if the Inspector discovers or suspects the existence of Actionable Mold or Indicators in the leased space.

8.9 Mold Casualty. The presence of Actionable Mold in the premises may be treated as a Casualty, as hereinafter defined in this Lease, as determined by the DGS, in accordance with the Casualty provisions contained in this Lease. In addition to the terms of the Casualty provisions of this Lease, should the Demised Premises, or a portion thereof, be determined by DGS to be unfit for occupancy due to Actionable Mold resulting from an act of negligence by the Lessor or its agents, the Lessor shall provide reasonably acceptable alternative space at the Lessor's expense, including the cost of moving, and any required alterations thereto.

8.10 Mold Remediation. If the Report indicates that Actionable Mold or Indicators are present in the Demised Premises and appurtenant areas, the Lessor, at its sole cost, expense, and risk, shall within ten (10) business days after its receipt of the Report: 1) retain an experienced mold remediation contractor acceptable to the ORE to prepare and submit to ORE and Lessor a remediation plan (the "Remediation Plan") and within thirty (30) calendar days after the ORE's approval of the Remediation Plan, remediate the Actionable Mold or the Indicators in the Demised Premises and appurtenant areas. Prior to commencing such remediation, Lessor shall send ORE a notice stating: (i) the date on which the Actionable Mold remediation shall start and how long it is projected to continue; (ii) which portion of the Demised

Premises or appurtenant area shall be subject to the remediation; and (iii) the remediation procedures and standards to be used to implement the Remediation Plan and the clearance criteria to be employed at the conclusion of the remediation; and 2) notify, in accordance with any applicable Federal, state, and local health and safety requirements, the Lessee's employees as well as all other occupants of and visitors to the Demised Premises of the nature, location and schedule for the planned remediation and reasons therefore. For the prevention of mold any building materials impacted by water or condensate must be removed and replaced by the Lessor. For purposes of definition, the term "appurtenant areas" means such areas of the property or building in which the Demised Premises is located which are common areas or are otherwise shared with other tenants or the Lessor for access to or use of the Demised Premises, or are areas immediately adjacent to the Demised Premises which due to their proximity pose an adverse effect upon business operations of Lessee on account of the presence of Actionable Mold.

The Lessor shall be responsible for conducting the remediation in accordance with the relevant provisions of the document entitled "Mold Remediation in Schools and Commercial Buildings" (EPA 402-K-01-001, March 2001), published by the U.S. Environmental Protection Agency, as same may be amended or revised from time to time, and any other applicable federal, state, or local laws, regulatory standards and guidelines.

8.11 Mold Remediation Inspection. The Lessor acknowledges and agrees that the Lessee and ORE shall have a reasonable opportunity to inspect the Demised Premises and appurtenant areas after conclusion of any remediation. If the results of the Lessee's and ORE's inspection indicate that the remediation does not comply with the Remediation Plan or any other applicable federal, state, or local laws, regulatory standards or guidelines, the Lessor, at its sole cost, expense and risk, shall immediately take all further actions necessary to bring the remediation into compliance.

8.12 Failure to Remediate. If the Lessor fails to exercise due diligence, or is otherwise unable to remediate the Actionable Mold, the Lessee or ORE at Lessee's direction may implement a corrective action program and deduct its costs from the Rent and/or terminate the Lease and seek any other remedy available to it at law or in equity.

8.13 Building Performance Standards. The Lessor guarantees that the Demised Premises, common areas and other portions of the Property over which Lessor has control comply in all respects with the following, as may be amended from time to time: (a) the provisions of the Public Safety Article, Title 12, Subtitle 5 of the Annotated Code of Maryland (Maryland Building Performance Standards); (b) The Americans with Disabilities Act of 1990 (42 United States Code, Section 12101, et seq.); and (c) the Occupational Safety and Health Standards of the State of Maryland and the United States, including but not limited to the presence of friable asbestos or other hazardous materials or chemicals; and (d) the codes and standards as delineated in the Lease Standards. If Lessor has knowledge or is notified that other lessees in or on the property or building where the Demises Premises is located are not in compliance with these laws, Lessor shall take such action as is necessary to insure proper compliance.

8.14 Non-Compliance with Building Performance Standards. Should either the Lessor or Lessee be cited for any non-compliance or violation of any Act, Code or standards set forth or referenced in this Lease, the Lessor shall at its own expense by the date specified by such citation, correct all violations which are not specifically concerned with the placement or physical characteristics of the Lessee's furniture or equipment or which are not directly attributable to the negligence of the Lessee, its employees, or invitees.

Section 9. Alterations by Lessee.

9.1 Alterations by Lessee. Lessee shall not make any alterations, additions, or improvements to the Demised Premises without Lessor's written consent, which consent shall not be unreasonably withheld, conditioned, or delayed, and all alterations, additions or improvements made by either of the parties hereto upon the Demised Premises shall be the property of the Lessor and shall remain upon and be surrendered with the Demised Premises at the termination of this Lease, provided, however, that the Lessee shall have the right to remove, at any time prior to or upon the expiration or earlier termination of this Lease, all signs, furniture, fixtures, equipment and/or machinery installed by Lessee (provided that Lessee shall repair any and all damage to the Demised Premises caused by such removal) and these same shall remain the property of the said Lessee.

9.2 Signs. Lessee may install such signs as it wishes within the Demised Premises without permission to do so from the Lessor. Lessee may also install such signs outside of the Demised Premises including, without limitation, on the exterior of the building of which the Demised Premises are a part, at locations and of such size as the Lessor may approve, such approval not to be unreasonably withheld, conditioned or delayed; provided that all such exterior signage shall be installed in accordance with all applicable laws and regulations regarding exterior signage.

9.3 Lines and Wiring. Lessee may install lines, cables or special wiring for telephones, data, telecommunication and other electronic or communications equipment as Lessee deems appropriate for the conduct of its business and these shall remain the property of the Lessee, and may be realigned, maintained or removed at the sole option of the Lessee during its tenancy or upon expiration or termination of the Lease. In connection with Lessee's installation of any wiring or other electric or communication equipment as aforesaid, upon Lessee's request the Lessor will remove, at the Lessor's sole cost and expense, any existing wiring or other electric or communication equipment designated by Lessee. Lessee, at its sole option, shall have the right to abandon in place any wiring or other electronic or communication equipment installed and shall not be required to remove it upon the expiration of the Lease.

9.4 Furniture and Equipment. Any violations of applicable building, fire, health, use and occupancy laws or regulations (each a "Violation") which directly result from the placement or physical characteristics of the Lessee's furniture or equipment or which are directly attributable to the negligence of the Lessee, its employees, or invitees, shall be corrected by the Lessee by the date specified in the citation issued in connection with such Violation. The Lessor shall not withhold permission for the moving of any heavy furniture or equipment owned by Lessee for which, under the provisions of this Lease, the Lessor has reserved the right to direct

the placement thereof, if the original placement thereof is cited as a Violation; provided that the Lessor shall have the right to approve the new location for such furniture or equipment, such approval not to be unreasonably withheld, conditioned or delayed.

Section 10. Casualty.

10.1 Lessor's Obligation to Repair and Reconstruct. If the Demised Premises are damaged by fire or other casualty (the "Casualty") during the Term, Lessor, at its expense, shall repair and/or restore the Demised Premises, as applicable, with reasonable promptness but in no event later than 90 days after the date of the Casualty to substantially the same condition of the Demised Premises immediately before such Casualty, and may temporarily enter and possess any or all of the Demised Premises for such purpose. If the Lessor is delayed or prevented from completing any such repair and/or restoration within such 90 day period due to an event or circumstance beyond the Lessor's reasonable control, then the time for completion of any such repair and/or restoration shall be extended for a period equal to the period of such delay, interruption or prevention, not to exceed 60 days, unless a longer extension is agreed to by the parties in writing. If such repair and/or restoration is not accomplished within the 90 day period (as may have been extended pursuant to the terms of the immediately preceding sentence), Lessee may terminate this Lease by giving Notice to Lessor at any time prior to completion of such repair and/or restoration. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Rent shall be adjusted as of the date of the Casualty (based on the portion of the usable area of the Demised Premises which is usable after the date of such Casualty).

10.2 Rent Abatement. As long as Lessee is prohibited from the use of any or all of the Demised Premises on account of a Casualty, the Base Rent and any other obligations of the Lessee (including the obligation to make payments of Operating Expenses and Real Estate Taxes) shall be abated in proportion to the usable area of the Demised Premises that are rendered substantially unfit for occupancy by such Casualty, provided that, if, in Lessee's sole judgment, such Casualty renders all of the usable area of the Demised Premises materially unsuitable for use by Lessee for the uses contemplated by this Lease, the Base Rent and all other obligations of the Lessee (including the obligation to make payments of Operating Expenses and Real Estate Taxes) shall be abated entirely during the period commencing on the date of such Casualty and continuing until the repair and/or restoration of the Demised Premises is complete and has been accepted by ORE.

10.3 Destruction/Damage to the Building. Anything in this Section to the contrary notwithstanding, if it is determined by either party, in its sole but reasonable judgment, that the Building is so damaged by Casualty that the Demised Premises and/or the Building (whether or not the Demised Premises are damaged) are rendered totally or partially inaccessible or substantially unfit for occupancy and the Lessor will be unable to repair and restore the Demised Premises and/or the Building (as the case may be) to substantially the same condition as existed immediately before such Casualty within 90 days after such Casualty, then either party may elect to terminate this Lease as of the date of the Casualty by giving Notice thereof to the other party within 30 days after such Casualty. If such Notice is given, the rights and obligations of the parties shall cease as of the date of the Casualty and the Base Rent shall be adjusted as of the

Casualty (based on the portion of the usable area of the Demised Premises which is usable after the date of such Casualty).

10.4 Emergency Plan(s). The Lessor is required to participate in and comply with the development and implementation of Lessee's "Continuity of Operations Plans" (COOP). The COOP Plan(s) shall include, among other things, emergency notification procedures of the Lessor's building engineer or manager, building security, local emergency personnel, and DGS ORE personnel.

Section 11. Utilities.

11.1 Continuity of Utilities and Service. Lessor guarantees that the Demised Premises shall continually have heat, electricity, air conditioning, telephone access and plumbing available for use by Lessee and in accordance with the requirements of the Lease Standards. It is hereby understood and agreed that the Lessor shall continuously maintain and repair the heating and air conditioning systems pursuant to a uniform and systematic program of service and repair as prescribed according to manufacturer specifications, and as set forth in Exhibit H HVAC/Mechanical Equipment Minimum Requirements, attached hereto, solely at the Lessor's expense. If the existing heating and air conditioning systems are inadequate to assure consistent, comfortable temperatures in all of the usable areas of the Demised Premises in accordance with the Lease Standards, Lessor shall, at its own expense, replace or modify the heating and air conditioning systems to assure consistent comfortable temperatures, as further defined in the Lease Standards made a part of this Lease.

11.2 Provision of Utilities and Service. All utilities and services (excluding telephone and communications) shall be provided and paid for by the Lessor unless otherwise set forth in this Lease.

11.3 Failure of Utilities or Service. Lessor shall not be liable for any failure to supply utilities or services except to the extent such failure is due to the negligence of Lessor, its agents, contractors and/or employees or for any other reason within Landlord's reasonable control. In the event of any such cessation of utilities or services due to negligence on the Lessor's part or for any other reason within Landlord's reasonable control which continues for a period in excess of three (3) consecutive business days, then without limiting any other rights or remedies Lessee may have hereunder, Lessee's obligation to pay Base Rent, Operating Expenses and Real Estate Taxes hereunder shall abate until such utilities or services are restored.

11.4 Payment for Overtime Usage of Electricity. Payment for overtime usage of electricity, if applicable, shall be required only if Lessee consistently and continuously occupies and utilizes the Demised Premises or a portion of the Demised Premises during periods before or after the standard operational hours for a minimum of a 30 consecutive day period.. As used herein "standard operational hours" shall mean the hours during which services are required to be provided to the Demised Premises as set forth in the Lease Standards. If Lessor reasonably determines that Lessee's use and occupancy of the Demised Premises has resulted in overtime electricity usage charges pursuant to the terms of this Section 11.4, the Lessor must so notify ORE in advance and in writing, together with evidence in support of such determination

acceptable to Lessee and ORE. Overtime electric usage payment, if approved, shall be made on an annual basis submitted in the same manner and along with utility escalation billings and value established as follows: Net Usable Square Feet of space within the Demised Premises being utilized for overtime purposes divided by the total Net Usable Square Feet of the Demised Premises. The percentage shall be applied to the actual utility billing for each month of overtime utility usage.

Section 12. Environmental Matters.

12.1 Compliance with Laws. Lessor shall comply, at its sole cost and expense, with the Comprehensive Environmental Response, Compensation and Liability Act 1980, 42 U.S.C. §9601 et seq., as amended, the Resource Conservation and Recovery Act 42 U.S.C. §6901, et seq., as amended, the Toxic Substance Control Act, 15 U.S.C. §2601, et seq., as amended, the Clean Water Act, 33 U.S.C. §1251, et seq., their respective State of Maryland statutes, including but not limited to, Title 7 of the Environment Article, Annotated Code of Maryland, "Hazardous Materials and Hazardous Substances", and any other, Federal, State, or local statute, law, ordinance, resolution, code, rule, regulation, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning Hazardous Material, as defined below (the "Environmental Laws").

12.2 Hazardous Material. Hazardous Material means and includes any hazardous substance or any pollutant or contaminant defined as such in, or for the purpose of, the Environmental Laws, including, but not limited to, underground storage tanks, asbestos or asbestos-containing materials, oils, petroleum-derived compounds, pesticides polychlorinated biphenyls, or other toxic or hazardous substances, pollutants or contaminants.

12.3 Environmental Hazards Prohibition. The Lessor shall not place, deposit, store, treat, dispose of, manage, generate, manufacture, produce, release, emit or discharge Hazardous Material, or permit any other person to do the same, on, in, under or near the Demised Premises or the property where it is located, without prior written consent of the Lessee, which consent may be granted or withheld in Lessee's sole and absolute discretion.

12.4 Environmental Hazards Warranty. The Lessor hereby represents and warrants that: (i) Lessor has not placed, held, stored, or disposed of any Hazardous Material on, in, under or near the Demised Premises or the Property; (ii) to the best of its knowledge, no past or present tenants of space within the building or property where the Demised Premises is located have placed, held, stored, or disposed of any Hazardous Material on, in, under or near the Demised Premises or the surrounding property; (iii) to the best of its knowledge, no Hazardous Material of any kind, or storage tanks, have been deposited, stored, treated, disposed of, managed, generated, manufactured, produced, released, emitted or discharged on, in, under or near the Demised Premises or the surrounding property; (iv) no governmental or private suit, action or proceeding to allege, enforce or impose liability under or pursuant to any Environmental Laws have been instituted or threatened concerning the Demised Premises or the surrounding property; and (v) no lien has been created under any applicable Environmental Laws.

12.5 Notice of Environmental Hazards. The Lessor agrees to: (i) give notice to the Lessee immediately upon acquiring knowledge of the presence of any Hazardous Materials on, in, under or near the Demised Premises or the Property, including a full description thereof; (ii) promptly comply with all Environmental Laws and perform all investigations, removal, remedial actions, cleanup and abatement, corrective action, or other remediation that may be required pursuant to any Environmental Laws requiring the removal, treatment or disposal of such Hazardous Materials; (iii) provide Lessee with satisfactory evidence of such compliance within a reasonable period of time with or without a demand by Lessee; and (iv) provide the Lessee with financial assurance evidencing to Lessee's satisfaction that the necessary funds are available to pay the cost of removing, treating and disposing of such Hazardous Materials and discharging any encumbrance which may be established on the Demised Premises or the Property as a result thereof.

12.6 Indemnity. Lessor shall indemnify, defend (if requested by Lessee), and hold the Lessee harmless from and against any and all liabilities, losses, damages, injuries, costs, expenses, claims of any kind, including without limitation, the reasonable fees and disbursements of attorneys and engineering consultants arising from the breach of any Environmental Laws prior to or subsequent to the execution of this Lease, by Lessor, its officers, directors, agents, employees, contractors, tenants, or their respective successors or assigns ("Environmental Claims"). Lessor, for itself, its former and future officers, directors, agents and employees, and for each of their respective heirs, personal representatives, successors and assigns, hereby and forever releases and discharges the Lessee and all of Lessee's employees, agents, representative, successors and assigns, of and from any and all rights, claims, liabilities, causes of action, obligations, and all other debts and demands whatsoever, at law or in equity, whether known or unknown, foreseen or unforeseen, accrued or unaccrued, in connection with any Environmental Claims.

12.7 Survival. The provisions of this Lease General Condition Section 12 shall survive the early termination or expiration of this Lease and shall continue to be the obligation, liability and indemnification of the Lessor forever.

Section 13. Performance and Lease Inquiries.

13.1 Inquiries about Lessee's Performance. For inquiries concerning the performance of the Lessee's obligations under the Lease, Lessor shall contact Lessee's Facility Manager at the Demised Premises.

13.2 Inquiries about Lease. For inquiries concerning interpretation or modification of the Lease and inspection of the Demised Premises, Lessor shall contact the Chief of the Lease Management and Procurement Unit, Office of Real Estate Department of General Services.

Section 14. Right of First Offer. During the term of the Lease, Lessor hereby agrees to give Lessee a right of first offer to lease any other vacant space in the Building which becomes available for lease in the Building after the Effective Date (such vacant space or applicable portion thereof being referred to herein as the "**First Offer Space**"), at such time as such First Offer Space

becomes available for lease and prior to such First Offer Space being leased to any other person. Lessee shall have 15 business days to respond to notices of offers pursuant to this right with an affirmative or negative response; provided that Lessee's exercise of the right of first offer and acceptance of the terms thereof, shall be subject to preparation of a Supplemental Lease setting forth the terms thereof and formal ratification by the Board of Public Works within seventy-five (75) days following delivery to Lessor of notice of Lessee's exercise of the right of first offer and acceptance of the terms thereof.

Section 15. Time is of the Essence.

15 Time is of the Essence. Time is of the essence and occupancy on the date specified in the Lease is the essence of this Lease to the Lessee. If, due to its own fault or negligence, Lessor does not deliver the Demised Premises to Lessee, for use and occupancy by Lessee and with the Tenant Improvements completed, on or before the Commencement Date specified in Section 2 of the Lease, then in the event Lessee does not terminate the Lease in accordance with the terms and provisions of Section 16.2 below, Lessor agrees to pay as liquidated damages to Lessee an amount equal to the Base Rent for the Demised Premises during the period commencing on such stated Commencement Date and continuing through the Delivery Date, and in addition the Base Rent, Operating Expenses and Real Estate Taxes due from Lessee and any other obligations to be performed by Lessee shall be abated until the Delivery Date.

Section 16. Termination.

16.1 Termination and Extension. This Lease and the tenancy hereby created shall cease and terminate at the end of the Term without the necessity of any further notice from either the Lessor or the Lessee to terminate the same and the continued occupancy of the Demised Premises by the Lessee after the expiration of said Term shall not operate to renew the said Lease for said Term or any part thereof or render the Lessee liable for double Base Rent. Notwithstanding the foregoing, the Lessee reserves the absolute right to extend the Term of the Lease for a period not to exceed six (6) months. In the event of such extension by the Lessee, the Lessee shall be and remain liable to the Lessor for Base Rent for the Demised Premises for the time the same are actually occupied by the Lessee, said Base Rent to be at the monthly rate required of Lessee during the immediate preceding term prior to the beginning of the extended Term; but nothing herein shall confer upon the Lessee any right to remain on the Demised Premises beyond six (6) months after termination of the Term, except with the consent of the Lessor.

16.2 Termination for Failure to Deliver Demised Premises. Without limiting the terms of Section 15 above, in the event the Demised Premises are not delivered to Lessee for occupancy with the Tenant Improvements completed on or prior to the date specified in Section 2 of the Lease as the Commencement Date, then the Lessee may, at its sole discretion, at any time prior to the Delivery Date, terminate this Lease by giving written notice to the Lessor in which event, in addition to any other rights and remedies Lessee may have under the Lease,

Lessee may pursue an action to recover damages arising as a result of such delay in delivery of the Demised Premises and termination of the Lease including, without limitation, actual damages, moving and storage costs and consequential damages. In the event Lessee elects not to terminate this Lease pursuant to the previous sentence, then the provisions of Section 15, "Time is of the Essence," shall become operative commencing on the date specified in Section 2 of the Lease as the Commencement Date and continuing until the earlier of (a) the Delivery Date or (b) the date the Lessee elects to terminate the Lease pursuant to this Section 16.2.

16.3 Termination by Lessee for Default by Lessor.

(a) The Lessee may, subject to the provisions of subparagraph (c) of this Subsection 16.3, by written notice of default to the Lessor, terminate the whole or any part of the Lease in any one of the following circumstances: (i) If the Lessor fails to perform the Tenant Improvements within the time specified herein or any extension thereof; or (ii) If the Lessor fails to perform any of the other provisions of this Lease, or so fails to make progress as to endanger performance of this Lease in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of 10 days (or such longer period as this Lease may provide or otherwise as the Lessee may authorize in writing) after receipt of notice from the Lessee specifying such failure.

(b) In the event the Lessee terminates this Lease in whole or in part as provided in subparagraph (a) above, the Lessee may procure a substitute lease upon terms and in whatever manner the Lessee may deem appropriate, and the Lessor shall be liable to the Lessee for any excess costs for substitute performance; provided, that the Lessor shall continue the performance of this Lease to the extent not terminated under the provisions of this clause.

(c) Except with respect to defaults of contractors, subcontractors or other service providers for services to be provided or performed by Lessor, the Lessor shall not be liable for any excess costs if the failure to perform the Lease arises out of causes beyond the control and without the fault or negligence of the Lessor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the State in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform shall be beyond the control and without the fault or negligence of the Lessor. If the failure to perform is caused by the default of a contractor, subcontractor or other service provider, and if the default arises out of causes beyond the control of both the Lessor, contractor, subcontractor or service provider, and without the fault or negligence of any of them, the Lessor shall not be liable for any excess costs for failure to perform unless substitute performance for the contractor, subcontractor or service provider was obtainable from another source in sufficient time to permit the Lessor to meet the performance schedule.

(d) If, after notice of termination of this Lease under the provisions of this clause, it is determined for any reason that the Lessor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of

the parties shall be the same as if the notice of termination had been issued pursuant to Section 16.5 (termination for convenience).

(e) If this Lease is terminated as provided in subparagraph (a) of this Subsection 16.3, the Lessee, in addition to any other rights provided in this clause, may require the Lessor to transfer title and deliver to Lessee, in the manner, at the times, and to the extent, if any, directed by the Lessee, (a) such of the Tenant Improvements, fixtures, equipment, furnishings and other personalty that remains the property of the Lessee under this Lease, and (b) the completed or partially completed plans, drawings, information, and other property which, if the Lessor's Work had been completed, would have been required to be furnished to the Lessee; and the Lessor shall, upon direction of the Lessee, protect and preserve property in the possession of the Lessor in which the Lessee has an interest.

(f) The rights and remedies of the Lessee provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Lease.

(g) As used in subparagraph (c) of this Subsection 16.3, the terms, "contractor", "subcontractor" or "service provider" means same at any tier. [COMAR 21.07.01.11; SF 13-218 (a) (1)]

16.4 Cure Period. Unless another remedy or cure period is specifically provided elsewhere herein, the remedies in this provision shall apply. In the event that Lessor defaults in any obligation hereunder, Lessor shall have 10 business days from the date of receipt of the written notice to cure the same (provided, however, that such 10-business day period shall be extended as reasonably required, not to exceed thirty (30) days unless otherwise agreed to by the parties in writing, if the cure requires in excess of 10 business days and Lessor is diligently pursuing the same). There shall be no cure period if, in the reasonable discretion of the Lessee, the default threatens the health, safety, or welfare of Lessee's employees, guest, and/or invitees. If Lessor fails to cure the default within the applicable specified period, Lessee may expend such sums as are necessary to cure the default and Lessor shall reimburse Lessee for same, together with an administrative fee equal to fifteen percent (15%) of such sums, within 10 business days following written demand therefor. Written notice to cure may be done by electronic mail.

16.5 Termination for Convenience. This Lease may be terminated by the Lessee in accordance with this clause, in whole, or from time to time in part, whenever the Lessee shall determine that such termination is in the best interest of the Lessee. The Lessee will pay all reasonable costs associated with this Lease that the Lessor has incurred up to the date of termination and all reasonable costs associated with termination of the Lease (Termination Costs). However, the Lessor shall not be reimbursed for any anticipatory rentals, expense, or profits which have not been earned up to the date of termination. [COMAR 21.07.01.12; SF 13-218 (a) (2)]

16.6 Disputes. References to any specific right or remedy shall not preclude Lessor or Lessee from exercising any other right or remedy to which it is otherwise entitled, in law or in equity.

Section 17. Miscellaneous.

17.1 Non-Hiring of Officials and Employees. No official or employee of the State of Maryland, as defined under State Government Article Section 15-102, Annotated Code of Maryland, whose duties as such official or employee include matters relating to or affecting the subject matter of the Lease, shall during the pendency and Term of this Lease and while serving as an official or employee of the State become or be an employee of the Lessor. [COMAR 21.07.01.05]

17.2 Governing Law. The provisions of the Lease shall be governed by the laws of the State of Maryland and the parties hereby expressly agree that the courts of the State of Maryland shall have jurisdiction to decide any question arising hereunder. In the event that federal jurisdiction is asserted in an action arising from or in connection with this Lease in any manner, the complaint shall be filed in the U.S. District Court for the District of Maryland.

17.3 Nondiscrimination in Employment. The Lessor agrees: (a) not to discriminate in any manner against any employee or applicant for employment because of race, color, religion, creed, age, sex, sexual orientation, gender identification, marital status, national origin, ancestry genetic information or any otherwise unlawful use of characteristics, or disability of a qualified individual with a disability unrelated in nature and extent so as to reasonably preclude the performance of the employment, or the individual's refusal to submit to a genetic test or make available the results of a genetic test; (b) to include a provision similar to that contained in subsection (a), above, in any underlying subcontract except a subcontract for standard commercial supplies or raw materials; and (c) to post and to cause subcontractors to post in conspicuous places available to employees and applicants for employment, notices setting forth the substance of this clause. [COMAR 21.07.01.08; SF 13-219]

17.4 Contingent Fee Prohibition. The Lessor warrants that it has not employed or retained any person, partnership, corporation, or other entity, other than a bona fide employee or agent working for the Lessor, to solicit or secure this Lease, and that it has not paid or agreed to pay any person, partnership, corporation, or other entity, other than a bona fide employee or agent, any fee or any other consideration contingent on the making of the Lease. [COMAR 21.07.01.09]

17.5 Efficiency Standards. In further cooperation with the Executive Order 01.01.2001.06, the Lessor acknowledges, that to the benefit of both the Lessor and Lessee, the Lessor shall endeavor to maintain current IBC efficiency standards for all fixtures in the Demised Premises; to detect and repair leaks in distribution lines and plumbing fixtures; to retrofit or replace fixtures as required; to manage system pressure so as to reduce usage; and when feasible, install efficient landscape design and irrigation techniques and wastewater reclamation and recycling of water for non-potable applications.

17.6 Pre-existing Regulations. In accordance with the provisions of Section 11-206 of the State Finance and Procurement Article, Annotated Code of Maryland, the regulations set forth in Title 21 of the Code of Maryland Regulations (COMAR Title 21) in effect on the date of

execution of this Lease are applicable to this Lease. [COMAR 21.07.01.17; SF 13-218 (c); SF 11-206]

17.7 Financial Disclosure. The Lessor shall comply with the provisions of Section 13-221 of the State Finance and Procurement Article of the Annotated Code of Maryland, which requires that every business that enters into contracts, leases, or other agreements with the State of Maryland or its Units during a calendar year under which the business is to receive in the aggregate \$100,000 or more, shall, within 30 days of the time when the aggregate value of these contracts, leases, or other agreements reaches \$100,000, file with the Secretary of State of Maryland certain specified information to include disclosure of beneficial ownership of the business. [COMAR 21.07.01.19]

17.8 Political Contribution Disclosure. The Lessor shall comply with Election Law Article, Title 14, Annotated Code of Maryland, which requires that every person that enters into a procurement contract (including, without limitation, a lease) with the State, a county, or a municipal corporation, or other political subdivision of the State, during a calendar year in which the person receives a contract (including, without limitation, a lease) with a governmental entity in the amount of \$200,000.00 or more, shall file with the State Board of Elections statements disclosing: (a) any contributions made during the reporting period to a candidate for elective office in any primary or general election; and (b) the name of each candidate to whom one or more contributions in a cumulative amount of \$500 or more were made during the reporting period. The statement shall be filed with the State Board of Elections: (a) before execution of a contract (including, without limitation, a lease) by the State, a county, a municipal corporation, or other political subdivision of the State, and shall cover the 24 months prior to when the contract was awarded; and (b) if the contribution is made after the execution of a contract (including, without limitation, a lease), then twice a year, throughout the contract term, on or before: (i) May 31, to cover the six (6) month period ending April 30; and (ii) November 30, to cover the six (6) month period ending October 31. Additional information is available on the State Board of Elections website:
http://www.elections.state.md.us/campaign_finance/index.html.
[COMAR 21.07.01.20; SF 13-218 (7); SF 17-402]

17.9 Compliance with State Recycling Plan. The Lessor understands that the Lease is subject to the provisions of Section 9-1706 of the Environment Article, Annotated Code of Maryland (Recycling Plan for State Government). Lessor shall ensure and facilitate the Lessee's participation in applicable State recycling plans and shall collect and properly recycle recyclable materials. Lessor warrants that it has sufficient recyclable materials collection and/or transfer room(s), facility(ies), and/or equipment ("Lessor's Recycling Facilities") to ensure Lessee's compliance with Section 9-1706 and proper recycling of collected recyclable materials.

17.10 Retention of Records. The Lessor shall retain and maintain all records and documents relating to this Lease for three years after final payment by the State hereunder or for such time period specified under any applicable statute of limitations, whichever is longer, and shall make said records available for inspection and audit by authorized representatives of the State, including the Procurement Officer or designee, at all reasonable times. [COMAR 21.07.01.21; SF 15-110(c)]

17.11 Representations and Warranties. The Lessor hereby represents and warrants to the Lessee that:

- A. It is qualified to do business in the State of Maryland and that it will take such action as, from time to time hereafter, may be necessary to remain so qualified;
- B. It is not in arrears with respect to the payment of any monies due and owing the State of Maryland, or any department or Unit thereof, including but not limited to the payment of taxes and employee benefits, and that it shall not become so in arrears during the term of this Lease;
- C. It shall comply with all federal, state and local laws, regulations, and ordinances applicable to its activities and obligations under this Lease; and
- D. It shall obtain at its expense, all licenses, permits, insurance, and governmental approvals, if any, necessary to the performance of its obligations under this Lease.

17.12 Addendum. The Lessor agrees to fully complete, execute and/or comply with the affidavits and addenda that are attached to the Lease and fully incorporated as a part of the Lease by reference thereto.

17.13 Complete Writing. The Lease contains, in writing, the full and complete understanding of the parties and the parties stipulate that there are no oral terms of this Lease.

17.14 Lease Amendments. The Lease may be amended, but only in writing, signed and executed by both the Lessor and Lessee with all formalities and signatures with which this Lease is signed and executed.

17.15 Quiet Enjoyment. The Lessor covenants that it has full right, power and authority to enter into the Lease and Lessor agrees to permit the Lessee quiet enjoyment of possession of the Demised Premises and common areas of the Building during the Term of the Lease, or for so long as Lessee shall not be in default hereunder, without hindrance, ejection, interference or molestation by any person claiming by, through or under the Lessor.

17.16 Attornment. If any proceedings are commenced for the foreclosure of any mortgage or deed of trust encumbering the Building, Land or the Property of which the Demised Premises are a part, or if Lessor sells, assigns or conveys all or a portion of the Property, Lessee may consider but shall not be obligated to attorn to the purchaser. Without limiting the foregoing, in no event shall Lessee attorn to the purchaser without Lessor having obtained from the purchaser an agreement in form and substance acceptable to Lessee, wherein such purchaser

agrees not to disturb Lessee's possession, deprive Lessee of any rights or increase Lessee's obligations under this Lease (a "Nondisturbance Agreement"). The Lessee retains the right and shall be entitled to negotiate any benefits associated with the attornment of its rights and interests and any agreements or other instruments to be entered into in connection with any such attornment shall be subject to the Lessee's approval in its sole discretion.

17.17 Subordination. Upon the request of the Lessor, Lessee may consider but shall not be obligated to subordinate its rights hereunder to the lien of any mortgage or mortgages, or the lien resulting from any other method of financing or refinancing, in force at the time of such request or contemplated to be entered into at some later date, which encumbers or will encumber the Land, Building, or Property of which the Demised Premises are a part. Without limiting the foregoing, in no event shall Lessee subordinate to any such lien without Lessor having obtained from the lienholder a Nondisturbance Agreement in form and substance acceptable to Lessee. Lessee retains the right and shall be entitled to negotiate any benefits associated with the subordination of its rights and interests and any agreements or other instruments to be entered into in connection with any such subordination shall be subject to the Lessee's approval in its sole discretion.

17.18 Estoppel Certificates. Lessee agrees at any time and from time to time in a format approved by the State, upon not less than fifteen (15) days prior notice by Lessor to execute, acknowledge and deliver to Lessor (or, at Landlord's request, to any existing or prospective purchaser, assignee or lender) a statement in writing (sample attached and marked Exhibit "D ") representing, among other matters, that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as modified and stating the modifications) and the dates to which the Base Rent and other charges have been paid in advance, if any, and stating whether or not, to the best knowledge of the signer of such a statement, Lessor is in default in performance of any covenant, agreement or condition contained in this Lease and, if so, specify each such default of which the signer may have knowledge, it being intended that any such statement delivered hereunder may be relied upon by the Lessor and any such other person or entity to whom the statement is delivered at the Lessor's request, as aforesaid. The foregoing notwithstanding, Lessee shall not be estopped from asserting its rights and remedies regarding any default existing on or before the date of such statement of which Lessee did not have actual knowledge on the date of execution thereof.

17.19 Commercial Non-Discrimination. As a condition of entering into this Lease, the Lessor represents and warrants that it will comply with the State's Commercial Nondiscrimination Policy, as described under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland. As part of such compliance, the Lessor may not discriminate on the basis of race, color, religion, ancestry, national origin, sex, age, marital status, sexual orientation, sexual identity, genetic information or an individual's refusal to submit to a genetic test or make available the results of a genetic test or on the basis of disability, or other unlawful forms of discrimination in the solicitation, selection, hiring, or commercial treatment of subcontractors, vendors, suppliers, or commercial customers, nor shall the Lessor retaliate against any person for reporting instances of such discrimination. The Lessor shall provide equal opportunity for subcontractors, vendors, and suppliers to participate in all of its public sector and private sector subcontracting and supply opportunities, provided that nothing

contained in this clause shall prohibit or limit otherwise lawful efforts to remedy the effects of marketplace discrimination that have occurred or are occurring in the marketplace. The Lessor understands and agrees that a material violation of this clause shall be considered a material breach of this Lease and may result in termination of this Lease, disqualification of the Lessor from participating in State contracts, or other sanctions. This clause is not enforceable by or for the benefit of, and creates no obligation to, any third party. [COMAR 21.07.01.26 (A)]. As a condition of entering into this Lease, the Lessor represents and warrants that every subcontract it has entered into or will enter into for the performance of any of the work under this Lease shall include a clause identical to COMAR Section above.

17.20 Cooperation. As a condition of entering into this Lease, upon the request of the Commission on Civil Rights, and only after the filing of a complaint against the Lessor under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, as amended from time to time, the Lessor agrees to provide to the State within 60 days after the request a truthful and complete list of the names of all subcontractors, vendors, and suppliers that the Lessor has used in the past 4 years on any of its contracts that were undertaken within the State of Maryland, including the total dollar amount paid by the Lessor on each subcontract or supply contract. The Lessor further agrees to cooperate in any investigation conducted by the State pursuant to the State's Commercial Nondiscrimination Policy as set forth under Title 19 of the State Finance and Procurement Article of the Annotated Code of Maryland, and to provide any documents relevant to any investigation that are requested by the State. The Lessor understands and agrees that violation of this clause is a material breach of the Lease and may result in contract termination, disqualification by the State from participating in State contracts, and other sanctions. [COMAR 21.07.01.26 (B)]

17.21 Interpretation. As used herein, all references made (a) in the neuter, masculine or feminine gender shall be deemed made in all such genders, (b) in the singular or plural number shall be deemed made in the plural or singular number as well, (c) to Lessor or Lessee shall be deemed to refer to each Person so named above and its successors and assigns, and (d) to a Section, subsection, paragraph or subparagraph shall, unless expressly stated to the contrary therein, be deemed made to such part of this Lease. The headings of such parts are provided herein only for convenience of reference, and shall not be considered in construing their contents. Any writing or plat referred to herein as being attached hereto as an exhibit or otherwise designated herein as an exhibit hereto is hereby made a part hereof. The Lease may be signed in counterparts, each of which shall be deemed an original and all of which, taken together, shall constitute one and the same document.

17.22 Nonsmoking. Smoking is not permitted in State leased facilities. The Lessor shall reasonably provide a smoking area no closer than 25 feet away from any entrance or exit.

17.23 Waiver. The waiver at any time by the Lessor or the Lessee of any particular covenant or condition of the Lease shall extend to the particular case only, for the particular time and in the particular manner specified, and such waiver shall not be construed or understood as waiving any further or other rights of any character whatsoever.

17.24 Defined Terms. Any capitalized term not defined herein shall have the meaning ascribed to it in the Lease.

17.25 Waiver of Jury Trial. The Lessor and Lessee desire a prompt resolution of any litigation between them with respect to this Lease which may be filed in accordance with Section 16.6 above. To that end, the Lessor and Lessee waive trial by jury in any action, suit, proceeding and/or counterclaim brought by either against the other on any matters whatsoever arising out of or in any way connected with this Lease, the relationship of the Lessor and Lessee, Lessee's use or occupancy of the Demised Premises, any claim of injury or damage and/or any statutory remedy. This waiver is knowingly, intentionally and voluntarily made.

17.26 Notices. No notice, approval, requested consent or required election to be given or made in accordance with the terms of this Lease shall be effective unless the same is in writing and either hand-delivered against receipted copy or mailed by registered or certified mail, postage pre-paid, return receipt requested, or sent by recognized overnight courier service (such as Federal Express) to the Lessor or Lessee at their addresses as set forth in Section 4 of the Lease, or to such other address of which either party shall notify the other pursuant to the provisions of this subsection (e). Notices shall be deemed given on the date the receipt is executed or delivery is refused or, if delivered by overnight courier service, one (1) business day after deposit with such delivery service.

17.27 Severability. No determination by any court, governmental body or otherwise that any term of this Lease is invalid or unenforceable in any instance shall affect the validity or enforceability of this Lease, that term in any circumstance not controlled by such determination, or any other term of this Lease. Rather, each term of this Lease shall be valid and enforceable to the fullest extent allowed by, and shall be construed wherever possible as being consistent with, applicable law.

17.28 Brokers. The Lessor hereby represents and warrants to Lessee that, in connection with the leasing of the Demised Premises to Lessee, except as otherwise expressly provided in the Lease, the Lessor has not dealt with any real estate broker, agent or finder, except the State's Broker, whose commission shall be paid by Lessor.

END OF LEASE GENERAL CONDITIONS